

WORTHINGTON CITY COUNCIL

AGENDA

**REGULAR MEETING
7:00 P.M. - MONDAY, JUNE 8, 2020
FIRE HALL**

- A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**
- B. INTRODUCTIONS AND OPENING REMARKS**
- C. AGENDA ADDITIONS/CHANGES AND CLOSURE**
 - 1. Additions/Changes
 - 2. Closure
- D. PUBLIC HEARING - FOR GLENWOOD HEIGHTS SECOND ADDITION STREET, STORM SEWER, SANITARY SEWER, AND WATER IMPROVEMENTS - ENGINEERING CASE ITEM 1 (BLUE)**
 - 1. Open Hearing
 - 2. Hearing Presentation
 - 3. Testimony
 - 4. Close Hearing
 - 5. Action on Hearing
- E. PUBLIC HEARING - RESOLUTION SUPPORTING MINNESOTA INVESTMENT FUND APPLICATION (SWIFT PORK COMPANY) - COMMUNITY EC./DEVELOPMENT CASE ITEM 1 (GRAY)**
 - 1. Open Hearing
 - 2. Hearing Presentation
 - 3. Testimony
 - 4. Close Hearing
 - 5. Action on Hearing
- F. CONSENT AGENDA**
 - 1. CITY COUNCIL MINUTES (WHITE)
 - a. City Council Minutes of May 26, 2020

2. MINUTES OF BOARDS & COMMISSIONS (PINK)

- a. Water & Light Commission Minutes May 18, 2020
- b. Economic Development Authority Minutes May 26, 2020
- c. Planning Commission Minutes May 5, 2020
- d. YMCA Board of Directors Minutes April 27, 2020
- e. YMCA Board of Directors Minutes March 20, 2020
- f. Convention & Visitors Bureau Board of Directors Minutes January 29, 2020

3. CITY COUNCIL BUSINESS - ENGINEERING MEMO (BLUE)

Case Item(s)

1. Terminate Agreement with Southwest Minnesota Fishing Club

4. BILLS PAYABLE (WHITE)

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

G. CITY COUNCIL BUSINESS - ADMINISTRATION (WHITE)

Case Item(s)

1. Memorial Auditorium Performing Arts Center - ISD 518 Rental Agreement
2. Professional Services Agreement - Rehabilitation of Lake Okabena Outlet Pipes

H. CITY COUNCIL BUSINESS - PUBLIC WORKS (GREEN)

Case Item(s)

1. Adopt Resolutions Accepting Park Bench Donations
2. Electric Boat Rental Discussion
3. Review Slater and Ludlow Parking Area Project Bids and Award of Contract

I. CITY COUNCIL BUSINESS - ENGINEERING (BLUE)

Case Item(s)

2. Petitions for Improvements and Professional Services Contract
3. Adoption of ADA Transition Plan for Public Rights-of-Way

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

Case Item(s)

2. Resolution Supporting Job Creation Fund Application (Swift Pork Company)
3. Preliminary Plat - Glenwood Heights Second Addition (City of Worthington)

K. COUNCIL COMMITTEE REPORTS

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

L. CITY ADMINISTRATOR REPORT

M. ADJOURNMENT

****** Please Contact Mindy Eggers, City Clerk (507) 372-8621 for information to attend the conference call for the City Council Meeting on Monday, June 8, 2020 at 7:00 p.m. ******

**WORTHINGTON CITY COUNCIL
REGULAR MEETING, MAY 26, 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: Steve Robinson, City Administrator; Jason Brisson, Assistant City Administrator/Economic Development Director; Todd Wietzema, Director of Public Works; Dwayne Hafffield, Director of Engineering; Mindy Eggers, City Clerk.

Others present: Justine Wettschreck, Radio Works, Ryan McGaughey, Kelly Reeves, Chris Kielblock.

The Pledge of Allegiance was recited.

AGENDA CLOSED / APPROVED

Mayor Kuhle noted there were two additions to the agenda under Administration and one item to be removed under Community/Ec. Development. Administration items *F. 3. Presentation by Dr. Steve Dudley - Community Wide Coronavirus Antibody Testing* and *F.4. Expanding Outdoor Service at Bars and Restaurants* will be added. Community/Ec. Development Item *I. 1. Prairie View Golf Course Topographic Survey Proposal* will be removed. A motion was made by Council Member Oberloh, seconded by Council Member Cummings and unanimously carried to approve the agenda with the additions of *F.3. Presentation by Dr. Steve Dudley - Community Wide Coronavirus Antibody Testing* and *F.4. Expanding Outdoor Service at Bars and Restaurants* and the removal of *I.1. Prairie View Golf Course Topographic Survey Proposal* by a roll call vote: Ayes: Cummings, Ernst, Janssen, Harmon, Oberloh. Nays: None. Motion passed.

PUBLIC MEETING - STORM WATER PREVENTION PLAN

Pursuant to published notice, this was the time and date set for a public meeting regarding the City's Storm Water Pollution Prevention plan.

A motion was made by Larry Janssen, seconded by Council Member Oberloh and unanimously carried to open the public meeting by roll call vote. Ayes: Janssen, Harmon, Cummings, Ernst, Oberloh. Nays: None. Motion passed.

Dwayne Hafffield, Director of Engineering, provided an overview of the NPDES program and a review of the City's required Storm Water Pollution Prevention Plan. The City is regulated 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, which requires the City to develop a Storm Water Pollution Prevention Plan and then to implement it. The Plan includes 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

Mr. Haffield said the City conducts an annual public meeting to allow public comment on our plan, which satisfies the Public Involvement and Participation control measure. A copy of the SWPPP, in the form of the application for NPDES permit coverage, is available for review at the office of the City Engineer and on the City's website.

A motion was made by Council Member Cummings, seconded by Council Member Ernst and unanimously carried to close the public meeting by roll call vote. Ayes: Janssen, Harmon, Ernst, Cummings, Oberloh. Nays: None. Motion passed.

Following the overview and Council comments, Mayor Kuhle asked if there was anyone on the conference call who wished to offer comment on the plan. No comments were received.

CONSENT AGENDA APPROVED

Council Member Oberloh stated that he has a concern regarding the minutes of the Prairie Justice Operations Committee from January 20, 2020. He said according to the minutes there is a verbal agreement regarding the construction of a building for impounded cars in the county. Council Member Cummings stated there was recent conversation regarding replacing the impound building that had originally been brought up 2-3 years ago. He said there is nothing formal decided as it's in the early stages of discussion.

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

- City Council Minutes of Regular Meeting of May 11, 2020
- Local Board of Appeal/Equalization Minutes of April 30, 2020
- Prairie Justice Center Operations Committee Minutes of January 20, 2020
- Municipal Liquor Store Income Statement for the Period of January 1, 2020 through April 30, 2020
- Private Dock Applications approved
- Bills payable and totaling \$1,488,484.83 be ordered paid

RESOLUTION NO. 2020-05-28 ADOPTED TO PRORATE 2020-2021 CITY ISSUED LIQUOR LICENSES

Steve Robinson, City Administrator, stated 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.

Mr. Robinson said as a show of goodwill, staff is recommending 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.

A motion was made by Council Member Oberloh, seconded by Council Member Cummings and unanimously carried to adopt a resolution approving three month liquor license fee credits by a roll call vote. Ayes: Cummings, Janssen, Ernst, Harmon, Oberloh. Nays: None. Motion passed.

RESOLUTION NO. 2020-05-28

A RESOLUTION APPROVING THREE MONTH LIQUOR LICENSE FEE CREDITS

(Refer to Resolution File for complete copy of Resolution)

NOMINATING COMMITTEE RECOMMENDATION FOR COMMITTEE APPOINTMENT APPROVED

The Nominating Committee met on March 9, 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
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The motion was made by Council Member Harmon, seconded by Council Member Janssen and unanimously carried to approve the appointment as recommended by the Nominating Committee by a roll call vote. Ayes: Cummings, Harmon, Ernst, Oberloh. Nays: Janssen. Motion passed.

HEARD PRESENTATION BY DR. STEVE DUDLEY - COMMUNITY WIDE CORONAVIRUS ANTIBODY TESTING

Dr. Steve Dudley gave a presentation for testing the community of Worthington for COVID 19 antibodies. He explained Worthington has approximately 12% of the positive cases of COVID19 within the State of Minnesota.

He said that testing the entire community is an excellent opportunity to add to the epidemiological

data for the US population for identification of percentage of positive individuals. Finding out the percentage of those antibody positive individuals that also tested positive with the PCR test 2 weeks prior when many JBS employees and local population were tested. This would help to validate information on the antibody test in confirmed PCR positive people and would also give additional information for people as they venture back to jobs and opening the economy.

Mr. Dudley explained that JBS in Worthington is a substantial employer. By working with their management team, HR, and their union this information will assist in the dialog of exposure and education of workers. If there is a higher than expected exposure rate it would change the dialog within the plant, the community as well as the state and nation. This epidemiologic data would help in the discussion on case fatality rates as well as future predictions of relapse and exposure issues.

He said multiple health care partners can work with the state of Minnesota and the University of Minnesota to analyze this data. Correlations looking to compare households with and without positives, employer status within our community, and a host of other epidemiological information regarding spread of SARS-COV-2. There are many reasons to push this in Worthington and include that we are a small population that could be inexpensively tested. With local leadership and the passion that this issue has developed we would target 80% of the population for participation.

Mr. Dudley noted to move forward with the testing that the MN Department of Health would have to say yes.

Council thanked Mr. Dudley for his informative presentation.

RESOLUTION NO. 2020-05-29 APPROVED EXPANDING OUTDOOR SERVICE AT BARS AND RESTAURANTS

Jason Brisson, Assistant City Administrator/Director of Economic Development, stated on May 20, Governor Walz announced that bars and restaurants may serve sit-down customers starting June 1, but that seating will be restricted to outdoors. Mr. Brisson explained the City recently updated its Ordinances to permit outdoor seating areas on private property. The City also recently update its Ordinances to permit limited obstructions in the public right of way intended to allow some outdoor seating and display of merchandise.

Mr. Brisson said City staff has reviewed the League of Minnesota Cities' Guidance for Cities on Expanding Outdoor Service at Bars and Restaurants. According to the League's advice, cities may issue permits administratively to allow alcohol to be served at outdoor seating areas in public right-of-way if the following conditions are met:

- The retailer must provide the city with proof that their liquor liability insurance covers alcohol sales in any expanded outdoor spaces which, under Minnesota law, must be "compact and contiguous" to the main structure.

- The city will need to approve a map of expanded service areas.
- Once approved, the city must send a copy of the map to the Department of Public Safety (DPS) Alcohol and Gambling Enforcement Division.

Mr. Brisson said since the agenda was issued Alcohol & Gambling will not be requiring a copy of the map as previously stated. With that, Section 3. Procedure Item 3.02 can be removed from the resolution.

Council Member Oberloh stated that under 3.01 he thinks it should say the City Clerk shall issue a permit; not may issue a permit. Council Member Harmon stated that his opinion is that “may issue a permit” means once the City Clerk receives all the information that is needed she can get the permit issued. Steve Robinson, City Administrator, stated the City Clerk is authorized to issue the permits.

Council Member Janssen asked how long this temporary permit would be good for. Council Member Oberloh stated he would think until at least October. Council Member Cummings stated that he would not put an end date on it just in case something would change.

A motion was made by Council Member Oberloh, seconded by Council Member Cummings and unanimously carried to adopt the Resolution Enabling Expansion of Outdoor Service at Bars and Restaurants removing 3.02 under Section 3 by a roll call vote: Ayes: Cummings, Ernst, Janssen, Oberloh, Harmon. Nays: None. Motion passed.

RESOLUTION NO. 2020-05-20

RESOLUTION ENABLING EXPANSION OF OUTDOOR SERVICE AT BARS AND RESTAURANT

(Refer to Resolution File for complete copy of Resolution)

APPROVED SPEC BUILDING CHANGE ORDER NO. 2

Todd Wietzema, Public Works Director, stated Tri-State General Contracting has submitted a second change order proposal which includes modifications to the aggregate base located under a portion of the parking lot area. Mr. Wietzema said 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.

A motion was made by Council Member Oberloh, seconded by Council Member Ernst and unanimously carried to approve the Spec Building Change Order No. 2 by a roll call vote. Ayes:

Cummings, Ernst, Hartmon, Janssen, Oberloh. Nays: None. Motion passed.

BEACH NOOK AGREEMENT AMENDMENT APPROVED

Todd Wietzema, Public Works Director, stated the City of Worthington has received a donation from the Lake Okabena Improvement Association, to purchase non-motorized watercraft, for rent on Lake Okabena. The operators of the Beach Nook concession stand have agreed to administer this rental program for the City of Worthington.

Council Member Cummings asked if there will be a reserve fund for replacement items or adding additional items. Mr. Wietzema explained that not all of the donation has been used and monies will be put into a CIP fund for replacement costs.

Mr. Wietzema explained that users will have to be 16 years old with an ID and minors will need to be accompanied by an adult. Life jackets will need to be worn at all times and a waiver will need to be signed by each user.

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

APPROVED PLANS AND SPECIFICATIONS FOR 2020 BITUMINOUS OVERLAYS

Dwayne Haffield, Director of Engineering, stated the 2020 Construction Fund Budget includes \$400,000 for contract street maintenance. Mr. Haffield explained contract maintenance typically 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 overlaid 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

He said 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.

Council Member Cummings asked if Knollwood would be getting more of an overlay. Mr. Haffield stated that Knollwood would be receiving a leveling before the overlay.

A motion was made by Council Member Cummings, seconded by Council Member Oberloh to approve the Plans and Specifications for the 2020 Bituminous Overlays by a roll call vote. Ayes: Cummings Ernst, Harmon, Janssen, Oberloh. Nays: None. Motion passed.

PROFESSIONAL SERVICES FOR TAP TRAIL PROJECT APPROVED

Dwayne Haffield, Director of Engineering, stated the current 2021 Capital Improvements includes two proposed federal aid projects. The larger of these projects is the reconstruction of Oxford Street from McMillan Street to Humiston Avenue. The second project, 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.

As presented in 2018:

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

TRAIL	<u>Total</u>	<u>TAP Funding</u>	<u>Local Cost</u>
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

Mr. Haffield said 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.

A motion was made by Council Member Oberloh, seconded by Council Member Harmon and unanimously carried to approve the Professional Services Agreement for the Tap Trail Project. Ayes: Cummings, Oberloh, Harmon, Ernst, Janssen. Nays: None. Motion passed.

COUNCIL COMMITTEE REPORTS

Mayor Kuhle - Thanked staff for the extra work and leadership. Also thanked the citizens and businesses of Worthington for their responsible actions during the pandemic. Wishes the businesses well.

Council Member Jansen - No report.

Council Member Oberloh - No report.

Council Member Cummings - Asked about the trash pick-up fee that appears on the utility bill if there would not be a pick-up this year, Mr, Wietzema stated that the fee being collected this year is from last year but if we did not have it, the fee would have to be removed.

Council Member Ernst - No report.

Council Member Harmon - Attended Water & Light Commission meeting, heard a presentation from Bolten & Menck.

CITY ADMINISTRATOR'S REPORT

Steve Robinson, City Administrator, gave an update on re-opening City Hall, looking at protective measures in the reception areas, targeting next week. We have received a grant for artwork from SW MN Arts Council in the amount of \$20,000. The Community Growth Committee will be working with the artists to incorporate the art work into the Tenth Street Plaza plans. The plans for the Plaza are almost finished and will be brought forward to Council at one of the meetings in June. Working with the School District on the contract for the Memorial Auditorium which expires at the end of June.

ADJOURNMENT

The motion was made by Council Member Oberloh, seconded by Council Member Cummings and unanimously carried to adjourn the meeting at 8:23 p.m. by a roll call vote. Ayes: Harmon, Ernst, Janssen, Cummings, Oberloh. Nays: None. Motion passed.

Mindy L. Eggers, MCMC
City Clerk

WATER AND LIGHT COMMISSION MINUTES
REGULAR MEETING
MAY 18, 2020

The regular meeting of the Water and Light Commission was called to order at 3:00 P.M. by Vice President Mike Harmon with the following members present: Kathy Hayenga, Chad Nixon and Randy Thompson. Commission members participated remotely. Absent was Deb Weg (excused).

Scott Hain, General Manager, and Deb Scheidt, Secretary to the Commission, participated and were located at the Worthington Public Utilities conference room. Eric Roos, Water Superintendent, and Jeremy Braaksma, Wastewater Superintendent, participated remotely.

Others participating remotely: Kristopher Swanson, Bolton & Menk; Julie Buntjer, The Globe

AGENDA ADDITIONS/CLOSURE

Scott Hain, General Manager requested changing the order for *Public Hearing for Wastewater Treatment Facility Improvements*. *Open Hearing* would be moved from Item #1 to Item #2 and *Hearing Presentation* would be moved to Item #2 to Item #1. Items #3 through #5 would remain the same. A motion was made by Commissioner Nixon and seconded by Commissioner Hayenga to include the changes to the agenda.

Upon a roll call vote, the following Commission members voted aye: Randy Thompson, Chad Nixon, Kathy Hayenga and Mike Harmon.

Voting nay: none

Absent and not voting: Deb Weg

PUBLIC HEARING FOR WASTEWATER TREATMENT FACILITY IMPROVEMENTS

Kristopher Swanson, Bolton & Menk, provided a PowerPoint presentation on the Wastewater Treatment Facility Improvements. The presentation included information on project needs, the purpose of the facility plan, general alternatives (rehabilitate existing system, construct a new suspended biological treatment system or do nothing), recommended alternative to construct a new suspended biological treatment system, user rate impacts, possible funding and a tentative schedule.

Following the presentation by Mr. Swanson, a motion was made by Commissioner Thompson and seconded by Commissioner Hayenga to open the public hearing for wastewater treatment facility improvements consistent with the Minnesota Administrative Rules 70.77.0272 (Facilities Plan for Wastewater Treatment Systems).

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Upon a roll call vote, the following Commission members voted aye: Randy Thompson, Chad Nixon, Kathy Hayenga and Mike Harmon.

Voting nay: none

Absent and not voting: Deb Weg

The public hearing was opened at 3:25 p.m. with the following present via video conference: Kristopher Swanson, Bolton & Menk; Julie Buntjer, The Globe; Commissioners Harmon, Hayenga, Nixon and Thompson; Scott Hain, General Manager; Jeremy Braaksma, Wastewater Superintendent; Eric Roos Water Superintendent; Deb Scheidt, Secretary to the Commission.

Vice President Harmon called for public comments and none were received. Mr. Hain reported that no written public comments had been received prior to the public hearing.

A motion was made by Commissioner Nixon and seconded by Commissioner Hayenga to close the public hearing at 3:26 p.m.

Upon a roll call vote, the following Commission members voted aye: Randy Thompson, Chad Nixon, Kathy Hayenga and Mike Harmon.

Voting nay: none

Absent and not voting: Deb Weg

Mr. Swanson left the meeting.

CONSENT AGENDA APPROVED

A motion was made by Commissioner Thompson and seconded by Commissioner Hayenga to approve the consent agenda as follows:

- Water and Light Commission minutes of the regular meeting held on May 4, 2020
- Staff reports for April 2020
- Utility bills payable totaling \$248,950.12 for May 8 and May 15, 2020

Upon a roll call vote, the following Commission members voted aye: Randy Thompson, Chad Nixon, Kathy Hayenga and Mike Harmon.

Voting nay: none

Absent and not voting: Deb Weg

FINANCIAL STATEMENTS AND SALES REPORTS

A motion was made by Commissioner Hayenga and seconded by Commissioner Thompson to accept the financial statements and sales reports for April 2020.

Upon a roll call vote, the following Commission members voted aye: Randy Thompson, Chad Nixon, Kathy Hayenga and Mike Harmon.

Voting nay: none

Absent and not voting: Deb Weg

DUGDALE HOUSING PROJECT

Scott Hain, General Manager, reviewed the tentative schedule for the development of the Dugdale housing project with the Commission. After a review of the schedule, Mr. Hain requested input from the Commission on what stages of the project they desire to take independent formal action such as ordering development of plans and specifications, approval of plans and specifications and authorizing the advertisement for bids, and awarding bids. Mr. Hain stated that it is important to note that lot values will be independently appraised and a lot pricing evaluation based on bids received will be completed to identify any potential funding gaps prior to considering awarding bids.

During discussion, the Commission was in agreement that since Commissioners Nixon and Thompson represent Worthington Public Utilities (WPU) on the Housing Committee and the Housing Committee is expected to review all information and make a recommendation to the governing bodies (City Council and/or Commission), they are comfortable with their level of participation in the project at this time. The Commission did express their desire to take formal action should a potential funding gap in lot pricing be identified or if it is projected that WPU's \$1.5 million commitment to the project might be exceeded.

DIAGONAL ROAD SHOP RENOVATION PROJECT

Scott Hain, General Manager, presented a final preliminary design concept for the Diagonal Road Shop Renovation Project from SEH. The preliminary cost estimate is approximately \$1.9 million. Mr. Hain stated the next step would be to proceed with soliciting a proposal for final design and the preparation of specifications and bid documents. The Commission was in agreement to proceed with soliciting a proposal for final design and the preparation of specifications and bid documents.

BIOLOGICAL FILTRATION

Scott Hain, General Manager, reported that Worthington Public Utilities engaged the firm WSB in March 2020 to perform a feasibility study on converting the current process of treating potable

water to a biological filtration process. The feasibility study follows the completion of a successful pilot study also completed by WSB.

Mr. Hain indicated that data collection related to the feasibility study indicates that it may be possible to convert the facility to biological filtration prior to the construction of any improvements or the renovation of the current facilities. This possibility was discussed with WSB and with staff at the Minnesota Department of Health (MDH). Mr. Hain reported that he and Eric Roos, Water Superintendent, met with engineers from WSB via video conference on May 15, 2020, to further discuss the possibility of beginning the conversion from our current process to biological treatment prior to the completion of the feasibility study and to rearrange the order of tasks to be performed as part of the feasibility study in order to address MDH's questions and concerns in a timely manner.

WSB is preparing a letter to the MDH addressing their questions. Once their questions have been answered we will await authorization from them to begin the conversion process prior to the completion of the feasibility study.

OWATONNA PUBLIC UTILITIES ELECTRIC & WATER RATE COMPARISON STUDY

Scott Hain, General Manager, presented the results of the Owatonna Public Utilities electric and water rate comparison study for the period of January 2019 through December 2019. Based on the information included in the survey, Worthington ranked second lowest in cost in the residential and commercial electric cost comparisons and the lowest in the industrial class cost comparisons. Fourteen electric utilities were surveyed including eleven municipal utilities, two rural electric cooperatives and one investor-owned utility.

In the water cost comparisons, Worthington ranked around the middle when compared with twelve other water utilities.

COMMISSION COMMITTEE REPORTS

Commissioner Thompson reported that he participated in the Missouri River Energy Services Annual Meeting that was held via Webinar on May 6, 2020.

GENERAL MANAGER REPORT

Scott Hain, General Manager, reminded the Commission that the 2020 utility budgets included funding for the filling of the Assistant Manager/Utility Coordinator position for approximately half of the year 2020. Mr. Hain reported that, due to the coronavirus pandemic, he has not had sufficient time to update the existing position description and advertise for candidates.

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ADJOURNMENT

A motion was made by Commissioner Nixon and seconded by Commissioner Thompson to adjourn the meeting at 4:17 P.M.

Upon a roll call vote, the following Commission members voted aye: Randy Thompson, Chad Nixon, Kathy Hayenga and Mike Harmon.

Voting nay: none

Absent and not voting: Deb Weg

Deb A. Scheidt
Secretary to the Commission

WORTHINGTON ECONOMIC DEVELOPMENT AUTHORITY
MAY 26, 2020

The Worthington Economic Development Authority meeting was called to order via conference call at 6:45 p.m. by Chairman Mike Kuhle with the following members present by roll call vote: Chad Cummings, Mike Harmon; Alan Oberloh; Amy Ernst and Larry Janssen.

Staff present via conference call : Steve Robinson, City Administrator; Jason Brisson, Assistant City Administrator/Economic Development Director; Mindy Eggers, Secretary to the Authority.

Others present: Ryan McGaughey, Daily Globe, Justine Wettschreck, Radio Works.

MINUTES APPROVED

The motion was made by Mike Harmon, seconded by Amy Ernst and unanimously carried to approve the ED Au minutes of May 27, 2020 by roll call vote: Ayes: Cummings, Ernst, Janssen, Harmon, Oberloh. Nays: None. Motion passed.

WARRANTY DEED IN FULL FILLMENT OF CONTRACT FOR DEED - 414 INDUSTRIAL LANE (CLIENT COMMUNITY SERVICES INCORPORATED)

Jason Brisson, Assistant City Administrator/Director of Economic Development stated at the August 12, 1996 Worthington City Council meeting the Worthington Economic Development Authority (EDA) convened for consideration of the loan agreement and development contract between the EDA and Client Community Services, Inc. (CCSI). Mr. Brisson said the EDA approved the contract for deed, development contract, and agreement that included a \$74,915.50 forgivable loan for the property. He explained according to the terms of the loan, each payment was to be forgiven if the developer maintained and operated a sheltered warehouse on the property for 20 years. The contract for deed specified that the loan would be completely forgiven on August 15, 2016 if the developer continued to abide by the terms of the agreement.

Mr. Brisson explained staff has determined that the developer has complied with the terms of the agreement and the EDA should take action to satisfy the EDA's lien on the property and transfer the title to CCSI authorizing the Mayor and Secretary to execute the document and approve the expense of the deed preparation along with the \$247.22 deed tax, both of which are customarily the responsibility of the seller. The recording fee will be the responsibility of the developer.

Amy Ernst asked if there was a better way for staff to keep track of these in the future. Mr. Brisson said that with staff turnover it was missed but yes, there will be a procedure put into place that will assure that these things don't fall through the cracks.

ADJOURNMENT

The motion was made by Amy Ernst, seconded by Mike Harmon and unanimously carried to adjourn

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the meeting at 6:51 p.m. by a roll call vote: Ayes: Harmon, Cummings, Janssen, Ernst, Oberloh.
Nays: None. Motion passed.

Mindy L. Eggers
Secretary to the Authority

**CITY OF WORTHINGTON
PLANNING COMMISSION MEETING AGENDA
7:00 P.M. Tuesday, May 5, 2020
COUNCIL CHAMBERS, CITY HALL
AND VIA CONFERENCE VIDEO CALL ON ZOOM**

Due to the Covid-19 pandemic, this meeting was held via conference call under section 13D.021 of Minnesota State Statute, with members and the public calling in to listen, discuss, and respond. Participants attended remotely.

Members Present: Amy Ernst, Chris Kielblock, Rhina Resendez, Mark Vis, Ben Weber, Amy Woitalewicz

Members Absent/Excused: Andy Berg

Staff: Jeremiah Cromie, Community Development/City Planner; Meredith Vaselaar, Administrative Secretary

Others Present: Rod Obermoller, John Landgaard, Ryan McGoughey (Globe)

A. CALL TO ORDER

Chris Kielblock called the meeting to order at 7:00 p.m.

B. APPROVAL OF MINUTES – April 7, 2020 Meeting

Amy Ernst made a motion to approve the minutes of the April 7, 2020, Planning Commission Meeting; seconded by Ben Weber; the minutes were approved unanimously via roll-call vote.

C. PLANNING COMMISSION BUSINESS

1. PUBLIC HEARING AND PLANNING COMMISSION RECOMMENDATION

Variance – 1207 and 1209 South Shore Drive

Jeremiah Cromie read the request for a variance and presented staff findings and recommendations.

Rodney Obermoller requested a variance for the property at 1207 and 1209 South Shore Drive, currently owned by V & O Properties. He is seeking approval to allow a 1% increase over the maximum 35% impervious coverage allowed on the property to construct a two-unit 1,654 square foot duplex with two 672 square foot garages.

The staff found that the public road running through the property is unique to the property and would not undermine the zoning ordinance in regard to enforcing the maximum impervious coverage on other properties. The staff recommends approval of the requested 1% above the maximum 35% impervious coverage allowed on the property.

Cromie said he received an email earlier in the day, asking about the DNR. He said they had sent a letter to the DNR, but he received no comments back from them. Cromie also received a question about the shoreland overlay, and this is not within 50 feet of the ordinary high-water line.

Kielblock invited questions from the commissioners.

Ben Weber asked for clarification on Exhibit 1F. Cromie explained that the red was what was proposed, and the green was what could be done. Cromie also explained that there was already one duplex on the north side of the property.

Kielblock opened the public hearing.

Applicant Rod Obermoller explained that he did not want to rotate the building back the way the green lines showed because he wanted to get the best view possible, gaining lake views through houses and into Vet's Memorial Park.

Weber thanked Obermoller for attending and went on to explain that a variance is always tough as it is a request to do something that is against the rules. There is a three-factor test that is used, with one factor being hardship. He asked Obermoller what hardships exist that prompted him to seek a variance.

Obermoller explained that the buildings are condominiums, the condominium association, and when they are built they are not always already sold. The

view is a big thing in as far as making a sale goes. To swing back could cost Obermoller a sale.

Weber asked if the change of the angle would affect the overall look of the two duplexes together.

Obermoller said, "Not necessarily. The northwest corner of that building, he is trying to get that far enough west to get past the northerly duplex. Without a variance, the deck would look right into the building.

Cromie added that staff believes that the road is a hardship; it runs through that property. The road limits Rodney's ability to put the duplex where he wants.

Kielblock said that the hardship – the road - was there when Obermoller bought the property.

Kielblock asked Cromie, "Is there any talk about improving the road through there, or will it be maintained gravel?"

Cromie said that there is a cooperative agreement to try to do something like that but does not know the status of that.

Obermoller said that his plan was to hard surface that road, that is the cooperative agreement. He said that draining is an issue after a rain, as there is a gully wash through that whole section, all the way up to Dan's Electric on the south end of Flower Lane, the water washes gravel into Rod's property. His intent is through a cooperative agreement that he would hard surface that road. He asked, "is the road the right-of-way?" Cromie said that part of the road was right-of-way, part of it was not.

Woitalewicz said that a lot of the rainwater drains onto her property and that the road and property in question is really unique and really challenging. She observed that the character of the property has changed from private to public.

Woitalewicz: "This is different from previous cases we have seen, and not approved, as there was no hardship involved with previous cases. This is a truly unique property."

Weber asked about prior instances such as this – and how unique is the property.

Cromie said that South Shore Care Center wanted 53% coverage, and that request was not granted. Instead, it can only replace the amount of impervious surface of what is there. If anything is taken out, then it must be reseeded in soil.

Weber asked Cromie for more details about the uniqueness of the property and change of road.

Cromie said that if the road had remained private property, as originally it was, there could be other options such as taking out the private drive. The road does make it unique and could be considered a hardship.

Obermoller said that the total property coverage would be fine with the 35%, but they are deducting the road out of the formula. If that wasn't being deducted from the formula, then there would not be an issue.

Cromie said that because of the public use of that road, it does not count as impervious or green space. It is somewhat like an "adverse possession." The road is not included in impervious or green space. The road is unique in that only part of it runs through the property. If it was included in the formula, then there would be enough and the 35% would not be exceeded.

Woitalewicz moved to close the public hearing, seconded by Weber; the motion passed unanimously, via roll-call vote.

There was no further discussion

Woitalewicz made a motion to approve the variance to allow property to exceed the 35% impervious coverage limit by 1% in order to build a duplex in a certain location on the property based on the hardship of the road cutting through the property; the motion was seconded by Rhina Resendez; the motion passed 5 – 1. Aye: Ernst, Kielblock, Resendez, Vis, Woitalewicz; Nay: Weber.

Staff noted that the decision would go through a 7-day appeal period before officially being approved.

2. PUBLIC HEARING AND PLANNING COMMISSION RECOMMENDATION

Conditional Use Permit –1207 and 1209 South Shore Drive (Duplex-Rodney Obermoller)

Jeremiah Cromie read the request for a conditional use permit and presented staff findings and recommendations.

Rodney Obermoller is seeking 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.

Staff found that the proposed development is consistent with the City's Comprehensive Plan. Staff opinion is that the development would provide a good transition between the existing care center to the west and the existing single-family homes to the east.

Staff found that the site plan as submitted does not comply with the applicable impervious surface requirements on the subject property. As such, staff recommends approval of the requested conditional use permit with the following conditions:

1. The applicant receives 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, Exhibit 2A; and
3. The subject property maintain compliance with all applicable local, state, and federal requirements.

Kielblock invited questions from the commissioners.

Ernst: "So, it includes a 24'x28' garage, but it doesn't show that in Exhibit 2A?" Cromie said that should actually be Exhibit 1B, just an error in what Exhibit number was used and that should be corrected. Cromie directed commissioners to Exhibit 1B.

Kielblock opened the public hearing.

Rod Obermoller, applicant, reiterated that he was just trying to make a sellable unit, and he had a request to increase the size of the garage from 24'x24, to 24'x28', from some customers who wanted a little more space in a garage.

Weber asked Obermoller for clarification that Exhibit 1B was the correct one, to which Obermoller answered in the affirmative. Weber thanked Obermoller for his attendance and hard work.

Kielblock noted the concrete patio and asked if it would be encroaching into the setback. Cromie said that concrete patios are allowed in the setback.

Weber moved to close the public hearing, seconded by Vis: the motion passed unanimously, via roll-call vote.

There was no further discussion.

Weber made a motion to approve the Conditional Use Permit, seconded by Resendez; the motion passed unanimously via roll-call vote.

The motion: the commission recommends that the City Council approve the request with the following conditions:

1. The applicant receives 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.

Staff noted that a copy of the recommendation will be forwarded to the City Council for consideration at the May 11, 2020, meeting.

3. PUBLIC HEARING AND PLANNING COMMISSION RECOMMENDATION
Conditional Use Permit – 1220 Oslo Street (Video Scoreboard-ISD 518)

Jeremiah Cromie read the request for a conditional use permit and presented staff findings and recommendations.

Independent School District 518 (ISD 518) is seeking a conditional use permit for property they own at 1220 Oslo Street (aka: Trojan Field) to place an approximate 905 square foot video scoreboard on the property. The proposed video scoreboard would meet the criteria for restrictions for its use and could be compatible with the surrounding neighborhood.

Staff recommended approval of the proposed video scoreboard subject to the following conditions:

1. The scoreboard is constructed where it is shown on the site plan;
2. The scoreboard does not exceed 45 feet in total height, including supports;
3. The scoreboard and property comply with all applicable local, state, and federal requirements.

Kielblock invited questions from the commissioners.

Weber asked: "Condition #3, planting of the trees. Is there a time frame?"

John Landgaard, applicant, said that the trees and shrubs are to be planted this fall as part of the overall construction plan.

Kielblock opened the public hearing.

Weber asked: "With the planting of trees, even though it is intended, would you be opposed to have some landscaping done within one year?"

Landgaard: "No. I am not opposed. Trees that will go along the west side are all part of the construction bid so those will all have to go in this fall. That's fine with me. I don't have an issue with that."

Ernst moved to close the public hearing, seconded by Vis: the motion passed unanimously, via roll-call vote.

Weber had a question for staff: "I asked about the timing on the trees. Is that a necessary thing to add in? John indicated that he wouldn't have any

problem, but don't know if that is a good move or a bad move. How does staff look at adding a time frame?"

Cromie: "If you want to add a time frame, I don't have a problem with that. I believe that the school district is not going to back out of planting the trees. A time frame can definitely be added."

Weber: "I agree that the school district has been doing a good job on it. I was thinking more for future patterns. I would like to hear if anyone else has anything to add to that."

Ernst: "If it's in the site plan or in the construction bid, it will happen. I am not concerned about it at all."

Kielblock: "When I first saw the paperwork, that line jumped out at me, too. Not that the school district would not maintain the planted trees but think that word should be added into that item also. That applicant plants and maintains trees according to the landscape plan."

Weber made a motion to approve the Conditional Use Permit, seconded by Vis; the motion passed unanimously via roll-call vote.

The motion: The commission recommends that the City Council approves the request with the following conditions:

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

Staff noted that a copy of the recommendation will be forwarded to the City Council for consideration at the May 11, 2020, meeting.

4. OTHER BUSINESS

- Cromie said that Jason Brisson wanted to mention the multi-family housing the commissioners might have seen in the paper or heard about, regarding the area north of Cecilee, south of the movie theater. There is work going on with that and you will see more on that soon. There was a question about whether there needed to be an extension of that multi-family section in the single family lots on the north side of Cecilee street, to be included in the multi-family use. Staff says that it is currently zoned R4 and they plan to keep within that zoning at the current time. Please be aware that multi-family development could be a future discussion in regard to rezoning in the planned single family lots on the north side of Cecilee, if necessary.
- June Meeting Date – June 2,2020; 7:00 p.m.

5. ADJOURNMENT

Kielblock made a motion to adjourn the meeting, seconded by Woitalewicz; the motion passed unanimously via roll-call vote.

Meeting was adjourned at 8:00 p.m.

Meredith Vaselaar,
Administrative Secretary



PINK

Worthington Area YMCA – DeGroot Family Center Board of Directors Meeting Minutes April 27, 2020 – Chad Nixon, Presiding

Board Members (Those present are shown in bold): Chad Nixon, Colin O'Donnell, Kenton Meier, Julie Lopez, Randy Thompson, America Voss, Chad Cummings, Bill Gordon, Jennifer Weg, Adam Blume, Mark Schreiber, Jason Gerdes, Dale Carlson, Heidi Meyer, Amber Luinenburg, and Lori Dudley.

Staff Present: Meredith Daley, Kris Hohensee

Call to Order: Chad called the meeting to order at 12:04 p.m.

Consent Agenda

*Approval of Consent Agenda

- Board of Directors March Meeting minutes
- February/March Treasurers/Finance Committee Report.

A motion to approve the Consent Agenda as presented was made by Dale Carlson and supported by Julie Lopez, motion passed.

Board of Directors Business:

❖ **Committee/Task Force Updates**

- **Diversity Task force (did not meet)**
- **Youth Task Force:** did not meet, Jason reported that Adam Blume had asked to be removed as he is on the Finance and feel that he would not be able to effectively contribute to this task force as well. Discussion was held on a possible replacement and Christy Menke was mentioned. Discussion was started on what after school programming would look like and trying to put the transportation piece in place with it to meet the children's needs.
- **CEO Onboarding: (did not meet)**
- **Finance Committee: (minutes in packet)**
 - Meeting Highlights
 - Randy reviewed the financial reports and mentioned that we are running in the black for the first 3 months of the year. So far memberships are holding their own which is a good sign so far. Randy mentioned that heating/cooling expenses were over budget and this was due to some repairs. He mentioned that we did receive the PPP Program and that staff was starting to work on bringing other staff back to work on various projects. We have figured that it will be roughly cover 8 weeks' worth of expenses. He mentioned that Giving Tuesday was talked about and would refer to Meredith in her reporting to talk about this. Randy also stated that discussion was had about a YMCA credit card.

A motion was made by Randy and supported by Dale to approve Meredith to apply for a YMCA credit card with her being the signer and responsible for it. The application should be made through FSBSW where we hold our accounts at. Discussion was held and an amendment was made to include the line of credit to be \$10,000. Motion passed with Kenton abstaining.

- **Board Development Committee: (minutes in packet)**

WORTHINGTON AREA YMCA – DEGROOT FAMILY CENTER
1501 Collegeway
P 507 376 6197
W YMCAWORTHINGTON.ORG

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

- Chad reviewed that board terms have been reviewed and they are still contacting board members to address their terms and determine how many new members will be needed.
- Committee assignment was also addressed. It was decided with Bill's schedule being so very full that an additional member on the Finance committee would be a good idea. Discussion was held and Mark Schreiber will be reaching out to Austin Opdahl to see if he would be interested. We have not heard back from him yet.

A motion was made to add Amber Luinenburg to the Board Development committee by Kenton and supported by Julie. Motion passed

Executive Director Items:

- Meredith included in the packet a copy of the United Way Grant application. She explained that it was straightforward and not much different than years past. She asked if there were any comments, none were made. Discussion was held on the black out dates are generally from September 15th – November 15th but there could be exceptions made if presented to their board with having the Cruise Dinner pushed back to August 14th and possibly still needing to push it back further. The point was also made that if we push it back again or even with leaving it in August how will that look for next year. Having the event to close together may not be good either.
- She then talked about the Southern MN CEO's hold regular meetings and that many of them have noticed how they have fallen short on various issues that have come up within the facilities, example; HR resources and marketing. Discussion has been held on sharing or combining efforts on various resources where applicable.

A motion was made by Randy and supported by Kenton to pursue the potential combined services with other Southern Minnesota YMCA's and bring worth to the Board for review and final approval. Motion passes.

- Meredith mentioned that she was working on a reopening plan and asked if there was anyone on the board that would be interested in working on this plan with her that they should just let her know. She explained some of the issues with masks, gloves, and cleaning supplies that have been coming up. Discussion was also held on temperature taking.
- Meredith stated that Cory & Jordan were working on implementing Summer Programs still as planned for June 1st. They are developing how it would look with Social Distancing and everything else. Steve Robinson has stated that he would like to see the summer programs go on as planned.
- Meredith also mentioned that the Annual Audit was scheduled to be on site on May 4 & 5. This will still happen, but it will not be on site. They will still be going over things and will call or email with any questions or requests.
- Meredith reviewed that normally the Y's do not participate in the giving Tuesday campaigns but that they were thinking about it this year. This is May 5th and asked for discussion on whether this should be something that we should participate in. It was talked about whether to include these funds into the Strong Kids Campaign as this will be a slow and unusual year for that. Discussion was held.

A motion was made by Jason and supported by Lori to participate in a general ask on giving Tuesday, May 5th. The Board would later decide what to do with the funds that came in. Motion passed

Department Reports:

- Executive Summary, Program Director, Program Coordinator, Administrative Services enclosed in packet
- Upcoming Y events: Red Cross Blood Drive, Thursday, May 14th.
- Next Board Meeting: May 18th, 2020 at noon Virtually

Next Month Meetings:

- Next Board Meeting: Monday, May 18, 12:00pm
- Board Development: May 14, 5:30pm

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- Finance Committee: May 13, 4:30pm
- Diversity: TBD
- Youth Development: May 7th @ 10am Virtually
- CEO Onboarding: May 11 @ 12pm
- Executive Committee: TBA as needed

Adjournment: motion made by Randy, supported by Julie

Respectfully Submitted by,
Kris Hohensee

Jason Gerdes - Secretary



PINK

Worthington Area YMCA – DeGroot Family Center Board of Directors Meeting Minutes March 30, 2020 – Chad Nixon, Presiding

Board Members (Those present are shown in bold): Chad Nixon, Colin O'Donnell, Kenton Meier, Julie Lopez, Randy Thompson, America Voss, Chad Cummings, Bill Gordon, Jennifer Weg, Adam Blume, Mark Schreiber, Jason Gerdes, Dale Carlson, Heidi Meyer, Amber Luinenburg, and Lori Dudley.

Staff Present: Meredith Daley, Mark Wibbens, Kris Hohensee

Call to Order: Chad called the meeting to order at 12:02 p.m.

Consent Agenda

*Approval of Consent Agenda

- Board of Directors February Meeting minutes
- February Treasurers/Finance Committee Report.

A motion to approve the Consent Agenda as presented was made by Kenton Meier and supported by Dale Carlson, motion passed.

Board of Directors Business:

❖ **Committee/Task Force Updates**

➤ **Diversity Task force (minutes in packet)**

- Dale reviewed that the minutes included were reviewed at the last meeting and there was nothing new to report. Next meeting is April 9th and will be held virtually.

➤ **Youth Task Force:** did not meet and there was nothing new to report. The next meeting will be on March 30 @ 1pm and will be held virtually.

➤ **CEO Onboarding:** Lori reviewed that the minutes included we also reviewed at the last meeting and there was nothing new to report. The next meeting will be April 9th and will be held virtually.

➤ **Finance Committee: (minutes in packet)**

- Meeting Highlights
 - A Randy summarized the minutes and discussed that the Strong Kids campaign will be postponed. He also pointed out that there is a timing issues with the Untied Way funds and it will be made up in March.

➤ **Executive Committee:**

- Chad N. reviewed that they have been meeting weekly to keep on top of things as they are happening and to create a week to week strategic plan.

Executive Director Items:

- City of Worthington Field House Proposal – (draft included in packet) Discussion was held on the proposal as presented. There was modification that needed to be made to the second line management terms line item. The question was asked if all three options were going to be left in the proposal. The answer was yes, and that negotiations would start with these three options and get narrowed down to one final choice. Suggestions were made to pursue specific business terms. Additional discussion was held to clarify various parts of the proposal. It was stated that there needs to be a good proofing and some clean up made before submitting this proposal. Meredith

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commented that she had clarified with Steve Robinson that he would like the proposal presented by mid-April.

A motion was made by Kenton Meier and supported by Jason Gerdes to submit the presented proposal after proofing and clean up and to allow staff to enter negotiations with the City of Worthington if they choose to go with the YMCA proposal. Motion passed Lori Dudley and Chad Cummings abstained from the vote.

- 2020 Cruise Dinner Proposed Date Change: Friday August 14th is the proposed reschedule date for this event. Meredith reviewed the current ticket sales and mentioned that we still need to sell more tickets but that should be able to pick this up in June or July once things hopefully start to settle down. She also mentioned that we have 42 bottles of wines sitting at the liquor store and that they will continue to hold them until our August date. She also mentioned that if you have not purchased your donation yet that we still can go in and make a purchase. Our goal is to get to 100 bottles still.
- Randy had asked about the upcoming Learning camp. Meredith explained that this was part of the partnership with the Governor. It was asked if this was open to anyone or just those in need. Meredith explained that the partnership was designed for the Tier 2 or frontline workers that were in need. She also explained that the cost was reduced from \$40 to \$30 as we felt that this was a better price point for the area. She also explained that she received a phone call from Jeff Rotert from the WRHCF and went over what he was proposing to do. He is hoping to provide funds to buy down the costs by half. He was submitting this next week and she should now by the end of the week if it was approved. The question was then asked if we could use Strong Kids Money for the same purpose. Mark Wibbens explained that this is the type of thing that the funds were designed to do. Meredith then explained that other Y's were offering a flat rate off for FA applications, such as 50% off for reduced lunch and 75% off for free lunch participants.

A motion was made by Randy Thompson and supported by Mark Schreiber to utilize Strong Kids Funds to offset the cost of the Learning Camp if the WRHCF grant does not come through. Discussion was held on whether to use the funds to offset all or just those asking for Financial Assistants. An amendment was made to the original proposal to utilize the funds to offset the cost of the Learning Camp by 50% to those that apply for assistance. Motion passed.

Department Reports:

- Executive Summary, Program Director, Program Coordinator enclosed in packet
- Upcoming Y events: YMCA learning Camp
- Next Board Meeting: April 27, 2020 at noon Virtually

Next Month Meetings:

- Next Board Meeting: Monday, April 27, 12:00pm
- Board Development: April 16, 5:30pm at the Y
- Finance Committee: April 22, 4:30pm at the Y
- Diversity: April 9, 12pm
- Youth Development: March 30 @ 1pm
- CEO Onboarding: April 9 @ 12pm
- Executive Committee: TBA as needed

Adjournment: motion made by Randy

Respectfully Submitted by,
Kris Hohensee

Jason Gerdes - Secretary

Worthington Area Convention & Visitors Bureau
Board of Directors Meeting
January 29, 2020
Chamber of Commerce/CVB Office
3:30 P.M.

Present: Jessica Noble, Stacy Fricke, Nicholas Raymo, Len Bakken, Brad Meester, Sharon Johnson, Chad Cummings, Julie Foote, Dee Bartosh, Tyler Knutson, Gwen Post, Robyn Moser, Darlene Macklin and Alicia Jensen.

Excused Absence: Aaron Kinser, DeWayne McIntyre, Ryan McGaughey and Miguel Rivas.

Chairman of the Board Brad Meester presiding.

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

A motion was passed unanimously to approve the minutes of the December 10, 2019 meeting.

A motion was passed unanimously to accept the December, 2019 financial statement as presented.

International Festival Sponsorship: After discussion it was suggested to have a representative from the International Festival make a presentation to the board prior to approving a sponsorship.

Windsurfing Regatta & Music Festival Sponsorship: Last year a \$3,500 sponsorship was given. In addition to the sponsorship CVB paid \$2,000 for television ads. A motion was passed unanimously to give a combined sponsorship of \$5,500 which includes the TV ads.

MN State Cattlemen's Sponsorship: Matt Widboom presented a request for sponsorship of the Minnesota State Cattlemen's Summer Beef Tour & Trade Show. The last time the event was hosted by Worthington was eleven years ago. They expect over 1,000 people to attend. The event will be headquartered at the Nobles County Fairgrounds. A motion was passed unanimously to approve \$5,000 sponsorship for the event.

MN Bison Association Sponsorship: The Minnesota Bison Conference will be held in Round Lake at the Vineyards and Winery on April 3rd through the 5th. Information on the event was included in the board packet. A motion was passed unanimously to approve a \$1,000 sponsorship for the Minnesota Bison Association's Annual Meeting.

Board Meeting Continued, Page 2

Committee Reports: Marketing/Hotel – Created three new Worthington post cards. Post cards will be sent out to everyone who requested a visitor’s guide last year. Looking at adding another billboard. Working with Smith Trucking on the design of the traveling billboard.

Sports & Recreation – Sponsored the youth wrestling tournament this past weekend. Approved sponsorship for the Winterfest bean bag and dart tournaments. Also gave a sponsorship to the MN West wrestling tournament. Planning for the Wild Turkey Shoot-out in March.

Winterfest – Postponed due to the weather. New date is February 1st. Events that will not take place are the fishing tournament and dart tournament. All other events still going on as planned.

Appoint Budget Committee: A motion was passed unanimously to appoint Brad Meester, Stacy Fricke, Sharon Johnson, Ryan McGaughey and Julie Foote to the budget committee.

City Report: Improvements happening on the Hotel Thompson. The roof is being replaced now and the new boiler is in. Design plans will be finalized soon.

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

A motion was passed unanimously to adjourn the meeting at 4:37 P.M.

Respectfully Submitted,

Darlene Macklin
Executive Director

ADMINISTRATION MEMO

DATE: JUNE 8, 2020
TO: HONORABLE MAYOR AND CITY COUNCIL
SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

CASE ITEM

1. MEMORIAL AUDITORIUM PERFORMING ARTS CENTER - ISD 518 RENTAL AGREEMENT

For many years, Worthington ISD 518 has utilized the City’s Memorial Auditorium Performing Arts Center for school productions and activities including the High School’s fall play, musical, spring choir concert, and, the Middle School’s spring choral concert, band concert, and spring orchestra concert. This agreement reserves the facility for ISD 518’s use for a total of 62 days per contract year. Should the usage exceed 62 days per contract year, ISD 518 shall pay a pro-rated amount for the additional days.

The current contract expires on June 30, 2020. Memorial Auditorium management and administration staffs from both the City and ISD 518 have agreed that a three year agreement, in effect from July 1, 2020 to June 30, 2023, is advantageous for both parties.

Recent contract payments are as follows:

July 1, 2017 – June 30, 2018	\$30,600 annually
July 1, 2018 – June 30, 2019	\$31,212 annually
July 1, 2019 – June 30, 2020	\$31,836 annually

The proposed agreement, included as *Exhibit 1* includes a two percent (2%) increase for each of the three years of the new contract and provides that the school district shall pay the City the following rental fees:

July 1, 2020 – June 30, 2021	\$32,473 annually
July 1, 2021 – June 30, 2022	\$33,122 annually
July 1, 2022 – June 30, 2023	\$33,784 annually

One additional term was included in the proposed agreement that has not been in previously. It allows the contract to be adjusted on a prorated basis in the event ISD #518 is unable to use the Auditorium for any of the contracted days due to circumstances beyond their control.

Staff recommends Council approved the agreement and authorize execution by the Mayor and Clerk.

2. PROFESSIONAL SERVICES AGREEMENT – REHABILITATION OF LAKE OKABENA OUTLET PIPES

The water level of Lake Okabena is managed by the dam at the southeast corner of the lake. Overflow from the dam is conveyed to the Lake Okabena outlet to County Ditch 6 through

two 42-inch diameter concrete pipes that in part run under the future Field House building and the Union Pacific rail line. An inspection of the condition of the pipes was performed this past winter using multi-sensor condition inspection technology including electromagnetic pipe penetrating radar. The inspection reviewed the structural condition of the pipes, offset and separated joints, and voids in the soil surrounding the pipes.

The inspection revealed deficiencies in the pipes that can be addressed using no-dig pipe rehabilitation methods. The rehabilitation includes initially filling the voids in foundation soils surrounding the pipes with non-shrink grout. Once the voids have been addressed, the pipes will be lined with a fiberglass reinforced cast in place pipe liner (CIPP).

CIPP provides structural rehabilitation and produces a water-tight barrier that prevents contaminated groundwater and vapors entering the pipes while minimally reducing the inside diameter of the pipes.

Attached as *Exhibit 2* is a professional services agreement from SEH Inc. to prepare construction and bid documents for the pipe rehabilitation project. The proposed fee is based on an hourly not to exceed \$80,124.00. The work will be scheduled to be performed midwinter 2020-2021 when Lake Okabena is frozen.

Staff recommends Council approved the agreement and authorize execution by the Mayor and Clerk.

2020-2023 RENTAL AGREEMENT
CITY OF WORTHINGTON / MEMORIAL AUDITORIUM PERFORMING ARTS
CENTER and INDEPENDENT SCHOOL DISTRICT #518

714 13th Street, P.O. Box 279, Worthington MN 56187

PHONE 507.376.9101 FAX 507.372.8630

thememorialauditorium@gmail.com www.ci.worthington.mn.us

CONTRACT # ISD _____

The purpose of this agreement is to outline the roles and responsibilities of the City of Worthington, herein after known as the "City" as owner and lessor of Memorial Auditorium, and Independent School District #518, herein after known as "ISD #518" as lessee of the facility. This agreement shall supersede and replace any previous contracts.

Section 1

LESSOR AGREES TO RENT THE MEMORIAL AUDITORIUM PERFORMING ARTS CENTER ACCORDING TO THE FOLLOWING TERMS AND CONDITIONS:

1. The Memorial Auditorium will be heated or air conditioned for 62 days according to ISD #518 schedules. The 62 days include Worthington High School fall play, Worthington High School musical, Worthington Middle School band concert, Worthington Middle School spring choral concert, Worthington High School spring choir concert, Worthington Middle School spring orchestra concert and other programs working in consultation with Auditorium staff and Worthington City Administrator. Should the usage exceed 62 days per contract, ISD #518 shall pay a pro-rated share of additional days, provided days are available. Events will be tentatively scheduled by Auditorium management one (1) year ahead of the actual events to ensure availability of the facility for ISD #518. Auditorium management will be allowed to schedule functions that will not interfere with ISD #518 rehearsals and performances. In order to accommodate both ISD #518 and Memorial Auditorium, sets for all of the above mentioned events will need to be moveable. Rental of Memorial Auditorium does not include access to the following areas without prior authorization from Auditorium management and staff: staff offices, technical director workshop and equipment, ticket office, and concession area. When ISD #518 plans to build sets and/or props, an ISD #518 representatives must meet with Auditorium management and staff to determine building procedures, equipment, and accessible areas.
2. The City will maintain sufficient property and liability insurance on the facility. Memorial Auditorium grounds will be maintained and in suitable condition for public use including snow removal, grounds maintenance and upkeep.
3. A Technical Director, provided by the Auditorium, will oversee and be in charge of any and all technical matters during ISD #518 events. The City will provide basic lighting and sound including two (2) handheld wireless microphones, two (2) on stage monitors, intercom system, and lighting already in place. Please see included Light Plot. Any additional sound equipment and lighting needs will be negotiated through the Auditorium Technical Director and Auditorium management before event rehearsals begin. Special services and equipment will be provided by Auditorium management but paid for by ISD #518.

See accompanying Equipment Rental Schedule. Outside technical personnel must be approved by Auditorium management. In the event ISD #518 rents technical equipment from sources other than Memorial Auditorium, Auditorium management and staff will not be responsible for malfunctions and/or repairs.

4. The stage of Memorial Auditorium will be made available for rehearsals and performances when ISD #518 agrees to time of arrival for rehearsals and performances. Rehearsal and performance times must be arranged through Auditorium management in a timely manner.
5. In case of emergency, Auditorium management will be in charge of emergency procedures in the interest of public safety. Attached is a copy of Memorial Auditorium's written procedures, so that in the event they are needed, the directors or administrators can understand and assist with the students and spectators.
6. The granting of this agreement does not relinquish the City's right to control and manage the Memorial Auditorium Performing Arts Center and enforce all reasonable rules for the management thereof. The City specifically reserves the right to operate and control all aspects of sound/audio, video, and lights. The City may further use, during the period covered by this agreement, any portions of the licensed premises for any purpose, provided that such uses shall not unduly interfere with the use herein contemplated by the Tenant.
7. In the event the City is unable to provide the Memorial Auditorium, or any of the personnel to be provided by it pursuant to this agreement, because of strike, lockout, public calamity, or Act of God, then both the City and ISD #518 shall be excused from further performance of this agreement. In the event of a failure of a provided system (sound, lights, heat, cooling) causing disruption or cancellation of scheduled use, the City shall be excused from providing the emergency sound/lighting system.
8. This contract shall be adjusted on a daily prorated basis if ISD #518 is unable to use the Auditorium for any of the contracted 62 days for performances detailed in Section 1 paragraph 1 above due to circumstances beyond their control
9. The City agrees to defend and indemnify ISD #518, and its officers, employees, and agents, from and against claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from City's performance or failure to perform legal obligations under this Agreement.
10. The City will exercise reasonable care to safeguard property of ISD #518 while in the Memorial Auditorium, but shall not be responsible for the personal property of ISD #518, its officers, agents, employees, representatives, volunteers or guests.
11. Concession sales for all events will be sold by the Friends of the Auditorium. No other food or beverages will be sold by any other entities.
12. All tickets for ISD 518 events will be sold through the Memorial Auditorium box office.

Section 2

ISD #518 AGREES THAT IT WILL ASSUME THE FOLLOWING RESPONSIBILITIES:

1. Agrees to pay the annual contract with City and all expenses as defined in the Equipment Rental Rates herein.
2. ISD #518 shall not be excused from the payment of the entire fee provided herein, nor for the payment of the presentation expenses because of its failure, for any reason for use of the Memorial Auditorium as contemplated by this agreement, except as noted in paragraph 8 of Section 1.
3. Agrees to provide ushers for events using uniform procedures as other events held at the Memorial Auditorium. The opening of ticket lobby doors and inside theater doors to the public will be determined by ISD #518 staff. See Rules and Regulations for Ushers.
4. ISD #518 staff in charge of event, agrees to provide a complete list of technical assistance needs in the form of a technical rider that define sound and lighting equipment needed, three (3) weeks in advance of the rehearsals, unless otherwise authorized by Auditorium management.

All set, props, and miscellaneous items will be removed from the stage and backstage area and all dressing rooms within 36 hours after the last performance unless earlier clearance is required due to another scheduled event. Set/Costume/Prop and Storage Policy is attached to this agreement

5. To procure and maintain during the entire term of its use or occupancy of the Memorial Auditorium Performing Arts Center, Commercial General Liability insurance with a minimum limit of liability of \$1,000,000 per occurrence, Combined Single Limit, bodily injury (including personal injury) and broad form property damage liability, naming the City as an additional insured to such liability insurance policy. A Certificate of insurance evidencing the above described insurance coverage must be provided to Memorial Auditorium with the return of this contract.
6. ISD #518 agrees to reimburse the Memorial Auditorium for all damages, other than normal wear and tear as defined by Auditorium management, to the theater and/or the theater's equipment resulting from the use of the Memorial Auditorium. Damage shall be reported to the Director of Management Services, ISD #518, as soon as possible after the damage occurs. A detailed listing of all associated costs known shall also be provided.
7. Specifically, ISD #518 agrees to defend and indemnify the City, and its officers, employees, and agents, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from ISD #518's performance or failure to perform its obligations under this Agreement.
8. This agreement constitutes the entire agreement between the parties, cannot be changed orally, and shall be interpreted in accordance with the laws of the State of Minnesota.

9. ISD #518 shall pay the City:
 - \$32,473 for July 2020-June 2021,
 - \$33,122 for July 2021-June 2022 and
 - \$33,784 for July 2022-June 2023.

This reflects a 2% increase per year for sixty-two (62) days of usage. Any additional days of usage will be billed on a pro-rated basis.

The City of Worthington shall bill ISD #518 for one-twelfth (1/12) of the total of ISD #518 proportionate annual share based on the total number of days pursuant to this contract. The payment for this bill shall be due on or before the tenth of the month for which the charge is based.

Of this amount, \$2,446 for the first year; \$2,495 for the second year; and \$2,546 for the third year of the contract will be paid to the City of Worthington for box office services.

11. The City of Worthington and ISD #518 agree that the contract shall be for the period of July 1, 2020 through June 30, 2023. It is further agreed that either party may terminate this Agreement with sixty (60) days' notice at any time.

Signing this agreement means that you have read and will comply with the terms and guidelines established for the Memorial Auditorium Performing Arts Center. This contract becomes effective when signed and received by the Memorial Auditorium Performing Arts Center management.

Mike Kuhle, Mayor

Date

City Clerk

Date

John Landgaard, Superintendent

Date

ISD #518 Board of Education

Date

Agreement for Professional Services

This Agreement is effective as of June 8, 2020, between City of Worthington, MN (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Rehabilitation of Twin 42-inch RCP Storm Sewer Pipes Under Fieldhouse.

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

Project Manager: Paul J. Pasko III, PE
Address: 10901 Red Circle Drive Suite 300
Minnetonka, MN 55343-9302
Telephone: 952.912.2611 **email:** ppasko@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are 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.

See Exhibit A

Schedule: See Exhibit A.

Payment: The fee is hourly estimated to be \$80,124.00 including expenses and equipment.

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

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 Paragraphs C.1 and C.2 in their entirety from Section IV "Limitations on Consultant's Liability" of the General Conditions of the Agreement for Professional Services.

Short Elliott Hendrickson Inc.

City of Worthington, MN

By: _____



Robert L. Ellis

Title: _____

Principal

By: _____

Title: _____



Building a Better World
for All of Us™

**EXHIBIT A TO THE AGREEMENT FOR PROFESSIONAL
SERVICES BETWEEN THE CITY OF WORTHINGTON AND SEH
EFFECTIVE JUNE 8, 2020**

June 8, 2020

RE: City of Worthington
Rehabilitation of Twin 42-inch RCP Storm
Sewer Pipes Under Fieldhouse
SEH No. 155511 10.00

Steve Robinson, PE
City Administrator
City of Worthington
303 9th Street
Worthington, MN56187

Dear Steve:

Our Technical Memo regarding Multi-Sensor Condition Inspection (MSCI) of Twin 42-inch RCP Storm Sewer Pipes Under Fieldhouse dated March 10 and revised June 3, 2020 (memo) concludes "no further inspection of the pipes is necessary. Before allowing customers into the renovated Fieldhouse, and based on the results of this inspection, we recommend the City complete a rehabilitation of both pipes. However, construction activities related to Fieldhouse renovation can proceed before and during the rehabilitation of both pipes."

Besides understanding how to use a MSCI tool, SEH also knows how to apply the best no-dig pipe rehabilitation methods to rehabilitate not just the 42-inch pipes between enclosed Exhibit B's reference points A and K, but to all of Exhibit B's pipes highlighted in blue. Applying no-dig rehabilitation methods is necessary to avoid damaging the Fieldhouse, railroad tracks south of the Fieldhouse, and sections of street pavement along Lake Street, 2nd Avenue, and South Lake Street. No-dig methods install new pipes inside of the existing pipes. It installs those pipes from access at each pipe's endpoint without digging. Furthermore, we design the new pipe to minimally reduce the inside diameter of the existing pipe. Minimal diameter reduction mitigates the amount of the decrease in flow the pipe can convey.

For the City's convenience, we divide this Exhibit into sections titled Scope of Work, Schedule, Fee, and Conclusion.

SCOPE OF WORK

Enclosed Exhibit C is our detailed task hour budget describing our complete scope of work.

Per the memo's recommendation we will prepare bidding documents (documents) and provide bidding assistance necessary for the City to enter into a contract with a contractor. That contractor will rehabilitate all of Exhibit B's pipes highlighted in blue using the fully structural no-dig rehabilitation method cured in place pipe lining (CIPP). We choose to use CIPP method because our experience indicates not only will CIPP continue to convey flow after the existing pipe around it someday completely fails without collapse or digging, but CIPP is also a water-tight barrier. That barrier will prevent polluted ground water and vapors from foundation soils in the site above and around them from entering the pipes.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 10901 Red Circle Drive, Suite 300, Minnetonka, MN 55343-9302
SEH is 100% employee-owned | sehinc.com | 952.912.2600 | 800.734.6757 | 888.908.8166 fax

Prior to using CIPP in the 42-inch pipes between Exhibit B's reference points A and K, the contractor will fill the voids described by the memo in the pipe's foundation soils surrounding the 42-inch pipes between Exhibit B's reference points A and K with non-shrink grout. The contractor will fill the voids with grout from inside the 42-inch pipes. They will drill small holes through the pipe's walls and inject the grout into the void through the drill hole.

After installing the grout the contractor will fill the drill hole with a plug. Then the contractor will install CIPP featuring a fiberglass reinforced CIPP containing a resin cured to the needed strength using ultra violet light. While non-fiberglass reinforced CIPP systems with resins cured using hot water or steam exist and are common, we choose not to use them to rehabilitate Exhibit B's pipes highlighted in blue. Because our experience indicates that to achieve the strength needed to support the Fieldhouse, railroad, and street pavements non-fiberglass CIPP systems need thick walls that reduce the inside diameter of the existing pipe too much. This in turn decreases too much the amount of flow the pipes can convey.

Too much flow reduction is particularly unsatisfactory in the 42-inch pipes between Exhibit B's reference points A and B. Because rehabilitation cannot affect the flow so much that it causes an amendment to existing FEMA flood mapping elevations above and below Exhibit B's reference points A and B. However, our experience indicates that fiberglass reinforced CIPP does not need as thick of walls to achieve the same or better strength as non-fiberglass CIPP needed to support the Fieldhouse, railroad, and street pavements.

We will complete hydraulic modelling of the 42-inch pipes between Exhibit B's reference points A and B. The modelling will verify that the rehabilitation using non-fiberglass CIPP does not affect the flow in the 42-inch pipes enough to cause an amendment to existing FEMA flood mapping. If it does, we will design slight modifications to the 42-inch pipes entrances to improve the flow such that an amendment is not necessary. The contractor would complete those entrance improvements as part of this project.

Because the contractor will rehabilitate the 42-inch pipes between Exhibit B's reference points A and K using fiberglass reinforced CIPP, and to avoid the cost of having to mobilize different and separate equipment to install non-fiberglass reinforced CIPP, we anticipate the contractor will also use fiberglass reinforced CIPP in the rest of Exhibit B's pipes highlighted in blue.

Documents will not include rehabilitating either 48-inch corrugated metal pipe previously rehabilitated by the City using non-fiberglass reinforced CIPP between Exhibit B's reference points K and B. However, the contractor will install the 42-inch pipes fiberglass reinforced CIPP so it overlaps the existing 48-inch pipes non-fiberglass reinforced CIPP providing a water tight joint between these two different pipe sizes.

Documents will include the use of the results of City smoke testing the 42-inch pipes between Exhibit B's reference points A and K. This testing will determine where the small pipes the memo shows discharging directly into the 42-inch pipes originate on the surface. CIPP will cover and completely block all of the small pipes. After installing the CIPP the contractor will use a saw inside of the 42-inch pipes to remove the CIPP blocking the small pipes. Based on the smoke testing results, the documents will direct the contractor to leave small pipes blocked by CIPP that have no longer have a surface origin. Leaving such small pipes blocked assists the CIPP functioning as a barrier preventing polluted ground water and vapors from entering the 42-inch pipes.

SCHEDULE

We anticipate completing our task hour budget in Exhibit C according to the schedule in Table 1.

Table 1 – Schedule

Task		
Number	Description	Estimated Completion Date
N/A	Receive notice to proceed from the City	June 9, 2020

1	Analysis	July 24
2	Bid document preparation	August 21 ²
3	Bidding assistance	Late-August and September
N/A	City Council awards contract to a rehabilitation contractor	October 12
4	Construction phase services	TBD ¹
N/A	Contractor achieves final completion in the field	Early-spring 2021 ¹

Notes.

¹ The contractor completing this rehabilitation must have no flow present inside the pipe to successfully complete their work. We anticipate rehabilitation work will occur during mid-winter 2020/2021 while Okabena Lake is frozen.

² May complete bid document preparation sooner than August 21. Actual completion dates depends on how much of the bidding document preparation can occur simultaneously with the analysis task.

FEE

We will complete our scope of work for the City for an estimated not-to-exceed fee of \$80,124.00. This includes our expenses. We will invoice SEH's labor on an hourly basis.

Our fee does not include our construction phase services. We will submit those services as a separate Agreement to the City after we complete the bidding documents and better understand the inspection requirements and contractor schedule for this rehabilitation.

Our experience with no-dig rehabilitation methods gives us access to a network of reputable rehabilitation contractors. We queried that network for a very schematic level rehabilitation cost to rehabilitate not just the 42-inch pipes between enclosed Exhibit B's reference points A and K, but to all of Exhibit B's pipes highlighted in blue, with fiberglass reinforced CIPP. They reported the cost could be about \$700,000.

CONCLUSION

We look forward to helping the City complete its rehabilitation of its pipes. Please contact me at 952.912.2611 or ppasko@sehinc.com with questions or comments.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Paul J. Pasko III, PE
Project Manager
(Lic. IL, MN)

pjp3

Enclosures

c: Jeremy Walgrave, SEH
Chris Munn, SEH
Daryl Heaps, SEH
Spencer Cossalter, SEH
Brian Bergstrom, SEH
Al Murra, SEH
Alec Boyce, SEH

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Exhibit A-1
to Letter Agreement
Between City of Worthington, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated June 8, 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.

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

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

B. Expenses

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

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

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

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

The Client shall pay Consultant monthly for equipment utilization.

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General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

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

B. Schedule

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

C. Additional Services

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

D. Suspension and Termination

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

SECTION II – CLIENT RESPONSIBILITIES

A. General

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

SECTION III – PAYMENTS

A. Invoices

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

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

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

B. Indemnity for Environmental Issues

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

C. Limitations on Consultant's Liability

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

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

D. Assignment

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

SECTION V – DISPUTE RESOLUTION

A. Mediation

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

B. Litigation – Choice of Venue and Jurisdiction

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

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

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

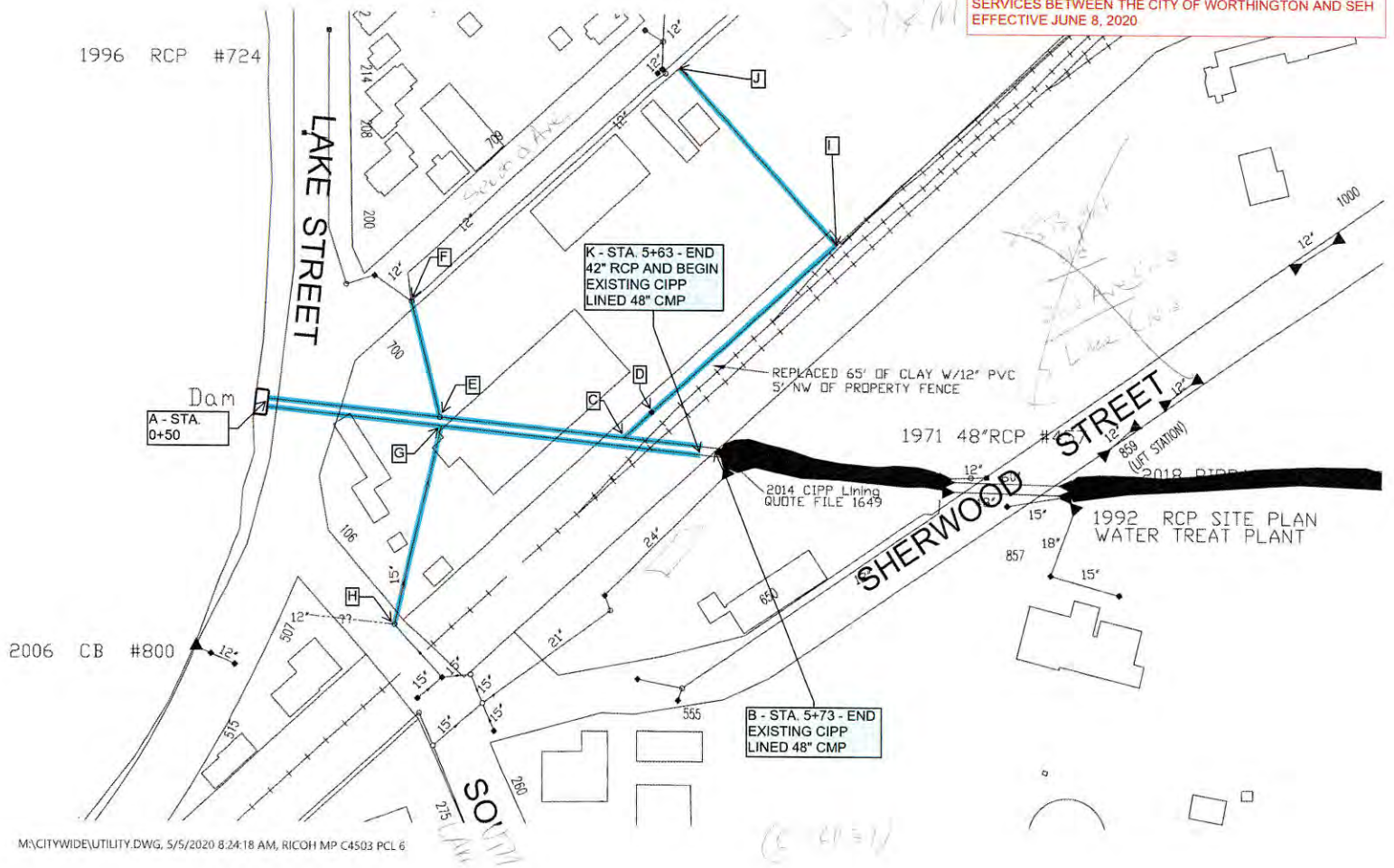
B. Client Use of Instruments of Service

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

C. Reuse of Documents

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

EXHIBIT B TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF WORTHINGTON AND SEH EFFECTIVE JUNE 8, 2020



M:\CITYWIDE\UTILITY.DWG, 5/5/2020 8:24:18 AM, RICOH MP C4503 PCL 6

Exhibit 2

EXHIBIT C TO THE AGREEMENT BETWEEN THE CITY OF WORTHINGTON AND SEH EFFECTIVE JUNE 8, 2020



Rehabilitation of Twin 42-inch RCP Storm Sewer Pipes Under Fieldhouse (10/11/12)
 Worthington, MN
 SEH Project # 155511
 June 8, 2020

Prepared by: Pasko

Prepared Date: June 2, 2020

Task # - Analysis	Billing Title Employee Name	PM Pasko	PE Murra	PE Walgrave	Grad Eng Bye	PE Sandia	PE Cossalter	Sr Tech Kubesh	Survey Crew Chief Runions	Survey Tech Munn	Tech House	PE Heaps	Grad Eng Romanko	Admin Tech Anderson	Subconsultant & Expenses	Total
1.1	Data Collection															
1.1.1	Topographic Survey (1)(3)(4)(5)	4				2			14	4						24
1.1.2	Pipe Design (2)	1														1
	Subtotal Hours	5				2			14	4						25
	Subtotal Fees	\$933.46				\$262.34			\$1,571.12	\$687.60					N/A	\$1,754.62
1.2	Rehabilitation Analysis															
1.2.1	Analyze void rehabilitation (14)	12				20										32
1.2.2	Analyze pipe rehabilitation method (6)(7)(8)	10				30										40
1.2.3	Analyze affect of foundation soil pollutants on pipe rehabilitation (25)	6				4					10	16				36
1.2.4	Analyze small pipe reinstatement inside 42-inch pipes (35)	16				32										48
	Subtotal Hours	44				66					10	16				136
	Subtotal Fees	\$7,334.47				\$11,269.62					\$1,928.55	\$1,688.68			N/A	\$22,212.32
1.3	Hydraulic Analysis															
1.3.1	Data collection and hydrology evaluation (15)	1		2	24											27
1.3.2	Build digital hydraulic model (16)			2	16											18
1.3.3	Run model															
1.3.3.1	Existing condition (17)	1		2	8											11
1.3.3.2	Proposed condition (18)(32)	6		2	8	4										20
1.3.4	Model QA/QC (19)			8												8
1.3.5	Model tech memo (20)	2		4	12											16
1.3.6	Permitting and compliance (21)(22)	1		8	24											33
	Subtotal Hours	11		20	92	4										135
	Subtotal Fees	\$1,833.62		\$6,741.19	\$8,821.50	\$424.68									N/A	\$16,620.99
1.4	Smoke Testing Investigation (23)(26)															
1.4.1	Planning and Preparation (24)															
1.4.2	Mobilization															
1.4.3	Smoke Testing Investigation															
1.4.4	Investigation Report															
	Subtotal Hours															
	Subtotal Fees															N/A
	Task Hours Summary	60		28	92	92			14	4		10	16			316
	Task Fee Summary	\$10,901.55		\$6,741.19	\$8,821.50	\$12,067.64			\$1,571.12	\$587.60		\$1,928.55	\$1,688.68		\$1,869.50	\$43,997.33
Task #2 - Bid document preparation (33)(34)																
2.1	Plan sheets (27)	12	8			40										60
2.2	Project Manual (28)	24	8			40										88
2.3	Opinion of Probable Cost (29)	8	2			12							16			26
	Subtotal Hours	44	18			92							4			174
	Subtotal Fees	\$7,334.47	\$3,976.25			\$12,067.64							\$2,225.60		N/A	\$26,603.96
	Task Hours Summary	44	20			92										176
	Task Fee Summary	\$7,334.47	\$4,418.65			\$12,067.64							\$2,225.60		N/A	\$26,045.76
Task #3 - Bidding Assistance (36)																
3.1.1	Ad for bid (30)	16				24								12		52
3.1.2	Prepare letter of recommendation of award (31)	12				4								4		20
	Subtotal Hours	28				28								16		72
	Subtotal Fees	\$4,867.39				\$3,872.76								\$1,780.48	N/A	\$10,420.63

EXHIBIT C TO THE AGREEMENT BETWEEN THE CITY OF WORTHINGTON AND SEH EFFECTIVE JUNE 8, 2020

Billing Title	PM	PE	PE	Grad Eng	PE	PE	Sr Tech	Survey Crew Chief	Survey Tech	Tech	PE	Grad Eng	Admin Tech	Subconsultant & Expenses	Total
Employee Name	Paako	Murra	Walgrave	Bye	Sandia	Cossalter	Kubesh	Runions	Munn	Hause	Hespa	Romanko	Anderson		
Task Hours Summary	28				28								16	N/A	72
Task Fee Summary	\$4,667.39				\$3,672.76								\$1,780.48	\$0.28	\$10,120.91
Task #4 - Construction Phase Services (9)															
Task #1 - Analysis															
Task Hours Summary	60		28		92			14	4		10	16		N/A	316
Task Fee Summary	\$10,001.55		\$5,741.19		\$8,521.50			\$1,571.12	\$587.60		\$1,928.55	\$1,668.68		\$1,869.50	\$43,957.33
Task #2 - Bid document preparation (33)(34)															
Task Hours Summary	44	20			92								20	N/A	176
Task Fee Summary	\$7,334.47	\$4,418.05			\$12,067.64								\$2,225.60		\$26,045.76
Task #3 - Bidding Assistance (34)															
Task Hours Summary	28				28								16	N/A	72
Task Fee Summary	\$4,667.39				\$3,672.76								\$1,780.48	\$0.28	\$10,120.91
Task #4 - Construction Phase Services (9)															
Task Hours Summary														N/A	
Task Fee Summary															
Project Summary															
Project Hours Summary	132	20	28		92			14	4		10	16	36	N/A	564
Project Fee Summary	\$22,003.41	\$4,418.05	\$5,741.19		\$8,521.50			\$1,571.12	\$587.60		\$1,928.55	\$1,668.68	\$4,006.08	\$1,869.78	\$80,124.00

Notes

- While we assume pipe invert elevations given in Drawing No. 8 of Appendix A of Technical Memo dated June 3 are accurate, we will measure one line of ground elevations between the pipes from each of its ends to complete the profile view shown in Drawing 8.
- No further investigation into pipe design of the twin 42" pipes between Exhibit B's reference points A and K is necessary. Assume pipe design information given in email dated 2/17/20 @ 0418 pm.pdf in Appendix A of Technical Memo dated June 3 is accurate.
- Before SEH surveyors arrive on site City forces will expose and remove the lids of the structures at Exhibit B's reference points D, I, J, F, and H. If a structure is not present at locations I and J, City forces will temporarily expose the top of the pipe. SEH surveyors will measure the coordinate of each reference point. If the reference point is the top of the pipe, the measurement will only be of the top of the pipe. If the reference point is a catch basin, inlet, or manhole, SEH surveyor will detail the inside of the structure 1. measuring its internal diameter 2. identifying its material type 3. identifying its type of top (flat top, concentric cone, etc.) 4. measuring its rim to pipe invert distance(s) 5. identifying its type of frame and lid 6. taking a digital photo from the surface down into the inside of the structure while facing north
- Prior to visiting the site, SEH surveyor will calculate the coordinate of Exhibit B's reference points C, E, and G using use 1. the alignment data used to add the stationed construction base line in Drawing No. 8 of Appendix A of Technical Memo dated June 3 2. pipe stationing measured by SewerVUE in Appendix B of Technical Memo dated X. Once on site SEH's surveyor will use this information to measure one line of ground elevations between H and G, F and E, J to I to D to C to establish a profile over these pipes needing rehabilitation.
- SEH surveyor will take a digital photo 1. standing at Exhibit B's H facing G 2. standing at F facing E 3. standing at J facing I 4. standing at I facing D 5. standing at D facing C
- Analyze installing water-tight seals at the cold joint between 12" and 15" pipe liners and the 42" pipe liners at Exhibit B's reference letter E, G, and C.
- Analyze results of City smoke testing to verify which small diameter pipe blind tapped into the 42" pipe can be abandoned in place by not reinstating it post liner installation. These will occur at reference letters other than E, F, and C. If City's results are inconclusive, City will repeat its smoke testing.
- Consider impacts of weather on the rehabilitation method. Rehabilitation will likely need completion during winter months to take advantage of low lake levels.
- To be determined. Submitted as a separate Agreement to the City after we complete the bidding documents and better understand the inspection requirements of this rehabilitation.
- Rehabilitate pipes highlighted in blue in Exhibit B using fully structural no-dig rehabilitation method cured in place pipe lining featuring a fiberglass reinforced liner wetted out with a resin cured using ultra violet light. Furthermore assume workers can use this no-dig method by accessing the pipe from existing pipe entrances without damaging those entrances. Pipe rehabilitation does not include the twin 48" corrugated metal pipes previously rehabilitated by the City using cured in place pipe lining between Exhibit B's reference points K and B. However, efforts will be made to have the 42" pipe's cured in place pipe liner overlap the existing 48" corrugated metal pipe's existing cured in place pipe liner to provide a water tight joint between these 2 different pipe sizes.
- Assume pipe rehabilitation can decrease the inside diameter of each pipe highlighted in blue in Exhibit B.
- To prevent the rehabilitation of the 42" pipes causing a FEMA flood map amendment, assume slight modifications can be made to the entrance or exit of the 42" pipes at Exhibit B's reference points A or K.
- Not used
- Choose best method to fill the voids discovered by SewerVUE in Appendix B of Technical Memo dated June 3 from inside the pipe without disturbing contaminated foundation soils. Grout installation will occur prior to installing the fully structural CIPP liner.
- Gathering data and information from the City to create the model.
- Build model with XPSWMM software program
- Analyze discharge and performance of both 42" pipes between Exhibit B's reference points A and B in their existing condition. Analysis includes both approximately 10' long 48" corrugated metal pipes previously rehabilitated by the City using cured in place pipe lining between Exhibit B's reference points K and B.
- Analyze discharge and performance of both 42" pipes between Exhibit B's reference points A and B after installation of a fully structural no-dig rehabilitation method cured in place pipe lining featuring a fiberglass reinforced liner wetted out with a resin cured using ultra violet light. Analysis includes both approximately 10' long 48" corrugated metal pipes previously rehabilitated by the City using cured in place pipe lining between Exhibit B's reference points K and B.
- Ensure model parameters and results are correct
- Technical memo explaining assumptions and results of modeling
- Includes determining what permits are required to complete the rehabilitation of the 42" pipes and applying for necessary permits such as: watershed district permit, DNR public waters work permit, NPDES permit.
- City will pay for permit application fees
- Investigation undertaken by City staff. City will make results available to us. Therefore we include no hours to complete this task.
- Any smoke testing notification material intended for distribution to the public will be developed by SEH, but the City will do the actual distribution to any necessary parties.

EXHIBIT C TO THE AGREEMENT BETWEEN THE CITY OF WORTHINGTON AND SEH EFFECTIVE JUNE 8, 2020

- (25) Analysis includes 1. query anticipated fully structural no-dig rehabilitation method cured in place pipe lining featuring a fiberglass reinforced liner wetted out with a resin cured using ultra violet light vendors asking for their material data sheets 2. query anticipated grout vendors asking for their material data sheets 3. analyze both sets of data sheets for adverse reactions with the pollutants present in the foundation soils around the pipes highlighted in blue in Exhibit B per the City's April 28, 2020 Braun Intertec Additional Phase II Investigation Results Lower Half of the Former Campbell's Soup Site 4. preparing a technical memo for inclusion in the appendix of the project manual saying something similar to "based on submitted data, these products might, or might not, be affected by pollutants found in the foundation soils. However, the vendor must still complete due diligence to confirm our opinion. Ultimately the City or SEH is not liable for incomplete submittals of material data."
- (26) Smoke Testing investigation assumes that the City will provide sandbags, staff, and pumps in order to facilitate any necessary dewatering of the influent and effluent ends of the 42" piping.
- (27) Plan sheets will contain up to 1. title sheet 2. construction details sheet. Details may include features to slow the flow of runoff thru the 42" pipes to match pre-rehabilitation conditions 3. traffic control plan safely passing traffic around rehabilitation contractor's setup at the pipe access on 2nd Avenue, Lake Street, and South Lake Street 4. plan and profile sheets for all pipes in Exhibit B highlighted blue. Plan portion of sheet will likely show A. air blown photography as the basis for topographic data B. approximate property, right-of-way, and easement lines C. suggested rehabilitation pipe access areas D. if needed, temporary access easements to pipe access points. Profile portion of sheet will likely show A. ground elevation over the pipe B. location of property, right-of-way, and easement lines C. location of railroad tracks and buildings
- (28) Manual will contain 1. MnDOT Standard Specifications 2. if needed, standard City specifications 3. special provisions 4. Appendix. Appendix may contain A. photographs of key locations on-site B. Technical Memo dated June 3 C. City's April 28, 2020 Braun Intertec Additional Phase II Investigation Results Lower Half of the Former Campbell's Soup Site D. Link to FTP site containing digital files of the raw CCTV inspection results from Appendix B of Technical Memo dated June 3
- (29) Opinion will be an XLSX file containing a 15% construction contingency.
- (30) Includes 1. preparing ad for bid 2. advertising for bids on both the City's and SEH's QuestCDN sites 3. answering bidder questions 4. if necessary, preparing addenda 5. due to social distancing caused by COVID 19 an electronic bid opening on QuestCDN rather than an in-person bid opening at City Hall (if the City needs an in-person bid opening, we will modify the instructions for bidders to do complete an in-person bid opening at City Hall. However, we will not do a 'partial' in-person bid opening. The bid opening needs to be either 'all' on-line or 'all' in-person at City Hall) 6. preparing tabulation of bids
- (31) Transmitt letter to City as a PDF file attached to an email. We will not attend the City Council meeting during which the Council considers whether or not to award the contract for the rehabilitation.
- (32) Verify that the discharge and performance of both 42" pipes between Exhibit B's reference points A and B after installation of a fully structural no-dig rehabilitation method cured in place pipe lining featuring a fiberglass reinforced liner wetted out with a resin cured using ultra violet light does not cause an amendment to existing FEMA flood mapping above and below Exhibit B's reference points A and K. If it does, design slight modifications to the pipe's entrance to mitigate discharge and performance issues to not need an amendment to existing FEMA flood mapping above and below Exhibit B's reference points A and K.
- (33) Documents will not include detailed pipe flow bypass pumping plans. Because we anticipate the contractor will complete their rehabilitation work during mid-winter 2020/2021 when Exhibit B's pipes highlighted in blue naturally occurring low flow conditions. During these low flow conditions the contractor can block the pipes to install the CIPP without damaging surrounding property.
- (34) Deliverables will be PDF files capable of being shared with the City and/or bidders via email, FTP site, and Quest CDN.
- (35) Using City supplied smoke testing results determine where the small pipes the memo shows discharging directly into the 42-inch pipes originate on the surface. CIPP will cover and completely block all of the small pipes. After installing the liner the contractor will use a saw inside of the 42-inch pipes to remove the liner blocking the small pipes. Based on the smoke testing results, the documents will direct the contractor to leave small pipes blocked by liner that have no longer have a surface origin. Leaving such small pipes blocked assists the CIPP functioning as a barrier preventing polluted ground water and vapors from entering the 42-inch pipes. If smoke testing is inconclusive, the City will have the final decision on which small pipes to leave blocked.

PUBLIC WORKS MEMO

DATE: JUNE 4, 2020
TO: HONORABLE MAYOR AND CITY COUNCIL
SUBJECT: ITEM REQUIRING CITY COUNCIL ACTION OR REVIEW

CASE ITEM

1. ADOPT RESOLUTIONS ACCEPTING PARK BENCH DONATIONS

The Park and Recreation Advisory Committee has received request from four parties to place benches in City parks and along the bike trails. The request are as follows:

- Don Linssen to place a bench along County Highway 35 trail in memory of Marcia Linssen.
- Patrick and Jenalee Mahoney to place a bench in Chautauqua Park, near the swing set, in memory of Genevieve James Mahoney.
- Worthington Regional Healthcare Foundation, to place a bench next to the Splash Pad, in Centennial Park.
- Worthington Noon Kiwanis, to place a bench next to the Splash Pad, in Centennial Park.

The applications and resolutions accepting the donation of the benches are included as *Exhibits 1* through *4*. The donations meet all the requirements as set forth in the Park Donation policy adopted by City Council. The Park and Recreation Advisory Board recommends the City Council accept the donations.

Council action is requested to adopt the resolutions accepting the donation of a park benches as presented, and authorize the Mayor and City Clerk to sign any necessary agreements.

2. ELECTRIC BOAT RENTAL DISCUSSION

The Park and Recreation Advisory Board, at their June 4th, 2020 meeting, heard a

presentation from Worthington resident Aleksander Lacayo, about an electric boat rental program, which he is proposing for Lake Okabena. These electric boats (*Exhibit 5*) would provide the public with another amenity for our city lake. City staff has worked with Mr. Lacayo, in identifying the area of Centennial boat landing, as a suitable location for these rentals. Staff would like Council to discuss a few questions regarding this proposed rental program. These include:

- Recommendation regarding approval
- Liability issues
- Proposed location
- Fees associated with use of city property
- Other questions

Mr. Lacayo will give a short presentation on his proposal.

Staff would like council's recommendation on this rental program and whether staff should continue working towards final approval at our next scheduled council meeting.

3. **REVIEW SLATER AND LUDLOW PARKING AREA PROJECT BIDS AND AWARD OF CONTRACT**

At Council's May 11, 2020 meeting, bidding for the Slater and Ludlow parking projects, was unanimously approved. Bids were accepted until 2pm on June 4th, 2020. City staff would like council to review the bids and consider awarding a contract if there is an accepted bidder. Council members will receive the bid information and a staff recommendation before the June 8th, 2020 council meeting.

Council action is requested to consider the bids for the parking lot projects and if accepted award a contract for construction of the projects.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A DONATION OF PERSONAL PROPERTY

WHEREAS, the City of Worthington has been notified that *Don Linssen*, hereinafter “Donor” desires to donate personal property to the City; and

WHEREAS, Donor has placed the following restrictions upon gift: The bench will be placed along the County 35 Bike trail; and

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

NOW, THEREFORE, be it RESOLVED:

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

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

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

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

CITY OF WORTHINGTON

BY: _____
Mike Kuhle, Its Mayor

Mindy Eggers, Its Clerk

CITY OF WORTHINGTON PARKS, MULTI USE PATHS AND RECREATION
MEMORIAL DONATION APPLICATION

Name of Donor: Don Linszen

Address of Donor: 1233 MAPLEWOOD DRIVE

Phone Number: Work: Home: Fax: H- 376-6747- C- 360-5734

Email: df.linszen@gmail.com

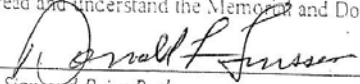
Description of Donation: PARK BENCH

Location of Donation: Co #10 - Across from Middle School
DRIVEWAY - Replaces existing just south of M.S. Driveway

Wording for Memorial Acknowledgment (if any): IN LOVING MEMORY
OF MARCIA LINSZEN

All applications shall be accompanied with a letter describing the donation and how the proposed donation meets the applicable criteria outlined in the City Parks, Multi Use paths and Recreation Memorial Donation Policy.

I have read and understand the Memorial and Donation Policy.

Donor:  Date: 3-28-2020
Sign and Print Both

DONALD. F. LINSZEN 3-28-2020

Donor: _____ Date: _____
Sign and Print Both

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A DONATION OF PERSONAL PROPERTY

WHEREAS, the City of Worthington has been notified that *Patrick and Jenalee Mahoney*, hereinafter “Donor” desires to donate personal property to the City; and

WHEREAS, Donor has placed the following restrictions upon gift: The bench will be placed in Chautauqua Park near the Playground; and

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

NOW, THEREFORE, be it RESOLVED:

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

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

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

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

CITY OF WORTHINGTON

BY: _____
Mike Kuhle, Its Mayor

Mindy Eggers, Its Clerk

CITY OF WORTHINGTON PARKS, MULTI USE PATHS AND RECREATION
MEMORIAL DONATION APPLICATION

Name of Donor: Patrick & Jenalee Mahoney

Address of Donor: 412 Lake St Worthington MN

Phone Number: Work: Home: Fax: 605.323.9257
or
612.655.5332

Email: maho0139@gmail.com

Description of Donation: We would like to have the bench
at Chautauqua Park dedicated to our daughter who
passed away. ~~table~~

* Please contact us if you are unsure of which bench.

Location of Donation: Chautauqua Park, street side, behind the
swing area, when sitting you are facing the lake

Wording for Memorial Acknowledgment (if any): _____

Genevieve James Mahoney
dragonfly → ♀ Forever Young ♀ ← dragonfly (if possible)

All applications shall be accompanied with a letter describing the donation and how the proposed donation meets the applicable criteria outlined in the City Parks, Multi Use paths and Recreation Memorial Donation Policy.

I have read and understand the Memorial and Donation Policy.

Donor: Jenalee Mahoney *Jenalee Mahoney* Date: 4/22/20
Sign and Print Both

Donor: Patrick Mahoney *Patrick Mahoney* Date: 4/22/20
Sign and Print Both

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A DONATION OF PERSONAL PROPERTY

WHEREAS, the City of Worthington has been notified that *Worthington Regional Healthcare Foundation*, hereinafter “Donor” desires to donate personal property to the City; and

WHEREAS, Donor has placed the following restrictions upon gift: The bench will be placed next to the Splash Pad in Centennial Park; and

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

NOW, THEREFORE, be it RESOLVED:

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

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

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

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

CITY OF WORTHINGTON

BY: _____
Mike Kuhle, Its Mayor

Mindy Eggers, Its Clerk

CITY OF WORTHINGTON PARKS, MULTI USE PATHS AND RECREATION
MEMORIAL DONATION APPLICATION

Name of Donor: Worthington Regional Healthcare Foundation

Address of Donor: 1171 3rd Ave

Phone Number: Work: Home: Fax: _____

Email: _____

Description of Donation: Park Bench

Location of Donation: Splash Pad

Wording for Memorial Acknowledgment (if any): _____

Funding by

Worthington Regional Healthcare Foundation

All applications shall be accompanied with a letter describing the donation and how the proposed donation meets the applicable criteria outlined in the City Parks, Multi Use paths and Recreation Memorial Donation Policy.

I have read and understand the Memorial and Donation Policy.

Donor: Chad Cummings Date: 6-4-20
Sign and Print Both

Donor: _____ Date: _____
Sign and Print Both

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A DONATION OF PERSONAL PROPERTY

WHEREAS, the City of Worthington has been notified that *WHS Class of 1981*, hereinafter “Donor” desires to donate personal property to the City; and

WHEREAS, Donor has placed the following restrictions upon gift: The bench will be placed on Sailboard Beach, along the bike trail by 5th Ave.; and

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

NOW, THEREFORE, be it RESOLVED:

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

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

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

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

CITY OF WORTHINGTON

BY: _____
Mike Kuhle, Its Mayor

Mindy Eggers, Its Clerk

CITY OF WORTHINGTON PARKS, MULTI USE PATHS AND RECREATION
MEMORIAL DONATION APPLICATION

Name of Donor: Worthington Noon Kiwanis

Address of Donor: 1121 3rd Ave

Phone Number: Work: Home: Fax: _____

Email: _____

Description of Donation: Park bench at splash pad

Location of Donation: Splash Pad

Wording for Memorial Acknowledgment (if any): ~~None~~

Funding by

Worthington Noon Kiwanis

All applications shall be accompanied with a letter describing the donation and how the proposed donation meets the applicable criteria outlined in the City Parks, Multi Use paths and Recreation Memorial Donation Policy.

I have read and understand the Memorial and Donation Policy.

Donor: Chad Cummings Chad Date: 4-20
Sign and Print Both

Donor: _____ Date: _____
Sign and Print Both



BOAT SPECIFICATIONS

1. **Name:** Leisure Battery Lake Electric Boat.
2. **Model:** KP-1558A.
3. **Size:** 13 feet long, 4 feet wide, 5 feet high.
4. **Weight:** 396.00 pounds.
5. **Material:** 1. Plastic parts: Fiberglass. 2. Posts parts: Galvanized.
6. **Speed:** less than 6 miles.
7. **Number of seats:** 4-5 person.

BOAT FEATURES

1. Environmentally friendly.
2. No Pollution.
3. Stable and comfortable.
4. Safe and reliable.
5. Suitable for coastal beach, and lakes.
6. Slow speed
7. Anti-skid, anti-static and anti- crack.

BOATING AND SAFETY RULES

SAFETY:

- MAXIMUM OF FIVE PEOPLE PER BOAT
- USE OF ALCOHOL OR OTHER SUBSTANCES WHICH MAY IMPAIR JUDGMENT, IS STRICTLY PROHIBITED
- DO NOT BUMPS INTO OTHER BOATS
- DO NOT TIP YOUR BOAT INTENTIONALLY
- DO NOT SWIM/DO NOT DIVE INTO THE WATER
- MINORS MUST WEAR LIFE JACKETS AT ALL TIMES
- DO NOT STAND IN THE BOAT/DO NOT SWITCH SEATS

EMERGENCIES:

- IF YOU HAVE AN EMERGENCY WHILE ON BOARD, IMMEDIATELY CALL THE EMERGENCY PHONE NUMBER DISPLAYED ON THE BOAT. IF IT IS HEALTH OR LIFE-THREATENING CALL BOTH 911 AND THE DISPLAYED PHONE NUMBER
- WHAT TO DO IF YOU FALL OUT OF THE BOAT (WAIVE ARMS, WHISTLE, USE MOBILE PHONE-OUR NUMBER IS LISTED IN EVERY BOAT.

ENVIRONMENT/WILDLIFE:

- STAY CLEAR OF WILDLIFE
- DOCKING ON DOCKS IS PROHIBITED
- DO NOT LITTER
- BE SAFE HAVE FUN

ENGINEERING MEMO

DATE: JUNE 4, 2020
TO: HONORABLE MAYOR AND COUNCIL
SUBJECT: ITEMS REQUIRING COUNCIL ACTION OR REVIEW

CONSENT AGENDA CASE ITEMS**1. TERMINATE AGREEMENT WITH SOUTHWEST MINNESOTA FISHING CLUB**

In 1990, the City entered into an agreement with the Southwest Minnesota Fishing Club to allow the club to use “Smith Lake” as a fish rearing pond. Smith Lake is the name given to the water reservoir created south of Worthington at the location of what is now utilized as the police gun range. The agreement is in Exhibit 1. It is not clear if the club ever utilized the pond as intended but has not in the recent past. As indicated in the agreement, the club provided a \$500 deposit. In order to conclude the outstanding agreement and return the deposit, staff recommends Council provide the required 30 day notice to terminate the agreement.

AGENDA CASE ITEMS**1. HEARING FOR GLENWOOD HEIGHTS SECOND ADDITION STREET, STORM SEWER, SANITARY SEWER, AND WATER IMPROVEMENTS**

Should Council approve of the Glenwood Heights Second Addition Street, Storm Sewer, Sanitary Sewer, and Water Improvements as proposed in the project feasibility report and at the hearing, staff recommends that Council pass the resolutions in Exhibit 2 Ordering Improvement and Preparation of Plans and Specifications for the street surfacing improvement; and for the storm sewer, sanitary sewer, and water distribution improvements.

As provided in the feasibility report:

The street improvement consists of the surfacing of the streets to be constructed by the developer (City and WPU);

The storm sewer improvement consists of an urban drainage system including treatment for the area to be developed. The storm sewer improvement includes elements that need to be sized larger to accommodate flows from upstream (generally west and northwest) of the proposed development and is therefore not required to be developer installed;

The sanitary sewer improvement consists of authorizing the extension of sewer lateral mains to be installed by the developer and the levying of additional assessments for prior trunk sanitary sewer improvements;

The water improvement consists of authorizing the extension of water lateral mains to be installed by the developer, furnishing fire hydrant units, and the levying of additional assessments for prior trunk water main improvements.

A summary of the improvement costs and total estimated assessments for the projects are provided below:

STREET SURFACING

City share for non-assessable costs	\$13,996.12
City share of assessable costs	<u>\$15,235.12</u>
Total city share	\$29,231.24
Assessments receivable	<u>\$142,716.76</u>
TOTAL COST	\$171,948.00

The estimated assessment rate is \$40.18/ft

DRAINAGE AND STORM SEWER

"Private" Property Owner Share of Improvement Cost

Estimated Assessments Receivable for Lots to be Sold	\$63,783.01
Estimated Assessments Receivable for Outlot I	<u>\$90,295.10</u>
Total Estimated Assessments Receivable	\$154,078.11 (25.7%)

City Share of Improvement Cost - Non-Assessable

Public Rights-of-Way	\$24,125.37
Above Rate Limit and Non-Assessable Subdistricts	\$413,673.18
Rounding Adjustment	<u>-\$154.30</u>
Total City Share of Non-Assessable Cost	\$437,644.25

City Share of Improvement Cost - Assessable

Outlot J	<u>\$8,217.64</u>
<i>Total Estimated City Share of Improvement</i>	\$445,861.89 (74.3%)

SANITARY SEWER

Trunk Assessments Due to Trunk	\$47,439.07
--------------------------------	-------------

WATER DISTRIBUTION

Hydrant Costs	\$15,000.00
Trunk Assessments	<u>\$29,649.48</u>
Due to Trunk	\$14,649.48

Should Council order the improvements ahead, staff also recommends that Council pass the resolution in Exhibit 2 declaring the City’s intent to bond for the surfacing and storm water improvements. The maximum amount that may be bonded as stated in the resolution is approximately 10% more than listed in the report.

Exhibit 2 also includes the preliminary assessment roll for the improvements.

2. PETITIONS FOR IMPROVEMENTS AND PROFESSIONAL SERVICES CONTRACT

Petition for Extension of Water Main on North Crailsheim Road

The City has received the petition in Exhibit 3 for improvement of North Crailsheim Road from Fox Farm Road to a point 600 feet south of the north line of the Southwest Quarter of Section 22, Township 102 North, Range 40 West, Nobles County, Minnesota by extension of the municipal water distribution system. The petition was submitted by School District 518 and is for the extension of the water main needed to serve the new intermediate school. As Council will recall, the water main extension needed for the ALC/Gymnastics building did not extend south of that facility. Completion of the water main loop south to Fox Farm Road will now be recommended.

The petition executed by ISD 518 does represent over 35% of the property abutting the improvement being petitioned for. Council may declare the petition adequate.

Petition for Improvement of Cherrywood Addition and Adjacent Property by Storm Sewer

The City has also received the petition in Exhibit 3 for improvement of all or parts of Cherrywood Addition together with that part of the Southeast Quarter of Section 28, Township 102 North, Range 40 West, lying east of South Crailsheim Road and south of Cherrywood Addition by extension of the municipal storm water collection and management system. The petitioned improvement is to provide the storm water collection

and treatment system needed to allow completion of Cherrywood Addition as well as provide urban drainage for the property immediately south of the subdivision. Although the Cherrywood Addition has been platted, all of the public improvements required for the subdivision have not been completed. In 2008, the storm sewer improvement being petitioned for at this time was also petitioned for and ordered. A housing market upset resulted in the development not being completed. The development contract ultimately lapsed. A contract for the ordered storm sewer improvement was not awarded within one year and therefore the action to order the improvement sunset. The developer is now pursuing completion of the subdivision.

The petition executed by Kelly Properties of Worthington, Inc. Does represent over 35% of the property within the drainage area of the improvement being petitioned for. Council may declare the petition adequate.

Professional Services for Completion of Reports, and Plans and Specifications

As with any assessable improvement, an initial step required is the preparation of a feasibility report. Following receipt of the report, Council may order a hearing on the proposed improvement. Preparation of plans and specifications will then be required should Council Order the improvement following the hearing. At this time it is recommended that the engineering services that may be required through preparation of plans and specifications for both of the petitioned improvements be referred to the consulting firm of Bolton and Menk, Inc. (BMI). A determination as to how construction phase services may best be provided may be deferred at this time.

Exhibit 3 includes a proposed contract with BMI. The contract has been reviewed by the City Attorney, the City's insurance agent, and the League of Minnesota Cities Risk Management Attorney. The fee rates are ordinary for the services to be provided and are proposed as not to exceed.

Recommendation

Staff recommends that Council accept the two petitions, pass the two resolutions Declaring Adequacy of Petition and Ordering Preparation of Feasibility Report on Proposed Improvement, and authorize execution of the agreement with BMI.

3. ADOPTION OF ADA TRANSITION PLAN FOR PUBLIC RIGHTS-OF-WAY

Council approved a draft of the proposed Americans with Disabilities Act (ADA) Transition Plan for Public Rights-of-Way at its May 11, 2020 meeting. The draft plan was subsequently posted for public comment. In addition to soliciting comments through

advertisement in the official newspaper and online, the Active Living Plan (ALP) steering committee and Client Community Services Inc. were emailed invitations to comment on the draft plan. At this time, only comments from a staff member of the Southwest Regional Development Commission (ALP committee member) have been received. The comments pertained to clarification of trails versus walks and application of standards. To improve the plan in regard to clarifying how trails are addressed versus walks, wording was changed to clarify that the plan treats trails that are physically in, or for intended purposes within, street rights-of-way the same. Trails are those defined as being maintained fully by the City while other multi-use trails in rights-of-way are not classified different than a sidewalk. The park trail through Olson Park has been classified as a park feature. Map A has been changed to show classification and jurisdiction rather than width.

The comment regarding application of standards somewhat overlaps with the question directed to staff at the time the draft report was presented. With the exception of delay of truncated domes being the required tactile warning for the visually impaired, the basic ADA requirements or rules have not changed. The basic requirements are not anticipated to change, but if they do, a new transition plan may be required to address what changes are adopted. What has evolved over the years since adoption of the ADA is the guidance for applying the rules and the means to achieve compliance. Prior to development of the Public Right of Way Accessibility Guidelines (PROWAG) efforts to achieve compliance often fell short. Wording in the plan has been changed to state that goals are to achieve ADA compliance rather than meet standards. The standards to be used are PROWAG, as adopted by the Minnesota Department of Transportation (MnDOT), in effect at the time of an improvement.

Council's adoption of the ADA Transition Plan for Public Rights-of-Way as presented in Exhibit 4 is recommended. This recommendation is subject to receipt of any additional comments.

FACILITY USE AGREEMENT

This Agreement made this 20TH day of September, 1990, between the City of Worthington, a municipal corporation under the laws of the State of Minnesota, hereinafter after referred to as "City"; and the Southwest Minnesota Fishing Club a Minnesota Corporation hereinafter after referred to as "SWMFC".

WITNESSETH

WHEREAS, in the past, the City constructed a basin on City owned property in the north 650 feet of the west 266 feet of Section 3, Township 101 North, Range 40 West for the purpose of aiding in water well recharge, hereinafter after referred to as "Reservoir"; and

WHEREAS, SWMFC does provide public benefit in rearing game fish for release in public waters; and

WHEREAS, the reservoir may be suitable for rearing game fish without conflicting with the City's current use of and need for the reservoir.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

1. SWMFC may use the reservoir for the purpose rearing game fish for release in public waters in accordance with all local, state, and federal laws, rules, and regulations; and the terms and conditions of this agreement.

2. SWMFC shall secure and maintain liability insurance in the amount of \$500,000.00 throughout the period of time SWMFC utilizes the reservoir. Proof of such insurance shall be provided to and maintained with the City Clerk of the City.

3. SWMFC shall provide a certified check, money order, or cash in the amount of \$500.00 to the City as a damage deposit. Any costs incurred by the City as a result of SWMFC's use of the reservoir may be deducted from such damage deposit. The damage deposit, or any remaining portion, shall be returned to SWMFC within 180 days of termination of this agreement.

4. SWMFC shall use only methods and practices consistent with those of the Minnesota Department of Natural Resources in rearing game fish in the reservoir.

5. SWMFC may place fish barriers at the culverts inletting to and outletting from the reservoir provided that such barriers do not materially impede drainage to and from the reservoir. SWMFC shall be responsible for maintaining such barriers, including the removal of vegetation and debris. Such barriers must be approved by the City Engineer of the City, Bigelow Township Board, and any applicable government agency.

6. SWMFC may draw-down the water depth of the reservoir to a depth not less than two (2) feet by means of pumping or similar methods for the purpose of seining reared fish and ensuring fish kill during winter months. Any such draw-down must be accomplished during the months of September through December. SWMFS shall remove and properly dispose of all fish killed as a result of such reservoir draw-down.

7. SWMFC may not excavate or place fill in the reservoir.

8. SWMFC may not remove or alter City property in or adjacent to the reservoir without specific approval of the City Water and Light Commission.

9. SWMFC may not conduct activities at the reservoir at any time the adjacent Police gun training range is being utilized.

10. Any use of the reservoir by SWMFC not specifically permitted by this agreement is prohibited.

11. Any violation of the terms of this by SWMFC shall constitute termination of this agreement.

12. Inconsideration of the public benefit derived from the fish rearing activities of SWMFC, no rent shall be charged to SWMFC for use of the reservoir as provided for in this agreement.

13. Either party may terminate this agreement upon thirty (30) days written notice to the other party.

WHEREFORE, the parties hereto have set their hands the day and year being first written above.

CITY OF WORTHINGTON

BY:

Roby Demuth
Its Mayor

ATTEST:

Dorset Burns
Its City Clerk

SOUTHWEST MINNESOTA FISHING CLUB

BY:

Lee Tullerhusen
Its President

ATTEST:

[Signature]
Its Secretary / Treasurer

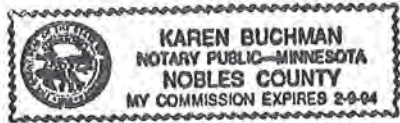
STATE OF MINNESOTA)
)
COUNTY OF NOBLES)

On this the 13th day of September, 1990, before me, a notary public within and for said County and State, personally appeared Robert Demuth and Garnet Burns, to me known to be the Mayor and the Clerk of the City of Worthington and that they executed the foregoing instrument on behalf of the City of Worthington, that they are authorized to do so, and acknowledged that they executed the same as their free act and deed.

Karen Buchman

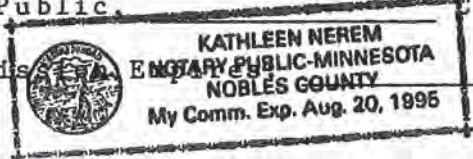
Notary Public, Nobles County, MN
My Commission Expires: 2-9-94

STATE OF MINNESOTA)
)
COUNTY OF NOBLES)



On this the _____ day of _____, 1990, before me, a notary public within and for said County and State, personally appeared LeRoy Tellinghuisen and Diane K. Renelt, to me known to be the President and the Secretary / Treasurer of the Southwest Minnesota Fishing Club and that they executed the foregoing instrument on behalf of the Southwest Minnesota Fishing Club, that they are authorized to do so, and acknowledged that they executed the same as their free act and deed.

Kathleen Nerem

Notary Public, _____ County, MN
My Commis _____


RESOLUTION NO. 2020-06-

ORDERING IMPROVEMENT AND PREPARATION OF PLANS AND SPECIFICATIONS

WHEREAS, Resolution No. 2020-05-25 of the City Council of the City of Worthington, adopted on May 11, 2020, fixed a date for a council hearing on the proposed improvement of the following described streets by necessary grading and base, and by bituminous surfacing:

Aspen Drive, Campbell Boulevard, Sterling Avenue, and Sutherland Drive within the proposed plat of Glenwood Heights Second Addition;

and

WHEREAS, ten days' mailed notice and two weeks' published notice of the hearing was given, and said hearing was held on June 8, 2020, at which all persons desiring to be heard were given an opportunity to be heard thereon.

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

- 1. Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report received on May 11, 2020.
- 2. Such improvement is hereby ordered as proposed in the council resolution adopted on May 11, 2020.
- 3. Bolton & Menk, Inc. is hereby designated as the engineer for such improvement and shall prepare plans and specifications for the making of such improvement.
- 4. The City Council declares its official intent to reimburse itself for the cost of the improvement from the proceeds of tax exempt bonds.

Adopted by the City Council of the City of Worthington, Minnesota, this the 8th day of June, 2020.

(SEAL)

Mike Kuhle, Mayor

Attest: _____
Mindy L. Eggers, City Clerk

RESOLUTION NO. 2020-06-**ORDERING IMPROVEMENT AND PREPARATION OF PLANS AND SPECIFICATIONS**

WHEREAS, Resolution No. 2020-05-27 of the City Council of the City of Worthington, adopted May 11, 2020, fixed a date for a council hearing on the proposed improvement of following described area by extension of the storm water collection and management system, by extension of the municipal wastewater collection system, and by extension of the municipal water distribution system:

That part of the Northeast Quarter of Section 28, Township 102 North, Range 40 West, Nobles County, Minnesota, described as:

Commencing at the Northeast corner of said Section 28; thence South 89 degrees 22 minutes 48 seconds West, (Minnesota County Coordinate System - Nobles County Zone - HARN NAD83 - 1996), along the north line of the Northeast Quarter of said Section 28, a distance of 885.79 feet; thence South 00 degrees 39 minutes 16 seconds East, a distance of 856.00 feet to the west right-of-way line of South Crailsheim Road (County State Aid Highway No. 10); thence continuing South 00 degrees 39 minutes 16 seconds East, a distance of 450.96 feet to the northeasterly corner of Glenwood Heights First Addition, according to the plat thereof on file and of record with the Nobles County Recorder, Minnesota; thence South 89 degrees 20 minutes 44 seconds West, along the northerly line of said Glenwood Heights First Addition, a distance of 219.69 feet; thence North 45 degrees 39 minutes 16 seconds West, along said northerly line, a distance of 459.69 feet to the most northerly corner of said Glenwood Heights First Addition, said point being the point of beginning; thence South 44 degrees 20 minutes 44 seconds West, along said northerly line, a distance of 130.00 feet; thence South 19 degrees 15 minutes 07 seconds West, along said northerly line, a distance of 77.30 feet; thence South 42 degrees 53 minutes 58 seconds West, along said northerly line, a distance of 93.17 feet; thence South 57 degrees 21 minutes 04 seconds West, along said northerly line, a distance of 142.63 feet to the northwesterly corner of said Glenwood Heights First Addition; thence South 18 degrees 09 minutes 16 seconds East, along the westerly line of said Glenwood Heights First Addition, a distance of 130.84 feet; thence South 09 degrees 25 minutes 19 seconds West, along said westerly line, a distance of 78.97 feet; thence South 18 degrees 09 minutes 16 seconds East, along said westerly line, a distance of 132.99 feet; thence North 66 degrees 50 minutes 00 seconds East, along said westerly line, a distance of 185.98 feet; thence North 60 degrees 45 minutes 04 seconds East, along said westerly line, a distance of 164.63 feet; thence South 32 degrees 17 minutes 32 seconds East, along said westerly line, a distance of 120.25 feet; thence South 16 degrees 24 minutes 31 seconds East, along said westerly line, a distance of 72.67 feet; thence South 20 degrees 40 minutes 38 seconds East, along said westerly line, a distance of 156.13 feet; thence South 00 degrees 39 minutes 16 seconds East, along said westerly line, a distance of 713.27 feet to the southwesterly corner of said Glenwood Heights First Addition; thence South 88 degrees 59 minutes 50 seconds West, along the westerly extension of the southerly line of said Glenwood Heights First Addition, a distance of 107.17 feet; thence South 00 degrees 13 minutes 12 seconds East, a distance of 120.01 feet to the southeast corner of the West Half of the Northeast Quarter of said Section 28; thence South 88 degrees 59 minutes 15 seconds West, along the East - West center line of said Section 28, a distance of 1325.82 feet to the Center of said Section 28; thence North 00 degrees 25 minutes 04 seconds West, along the North - South center line of said Section 28, a distance of 1775.28 feet to the

**Resolution No. 2020-06-
Ordering Improvements
Page 2 of 2.**

southwest corner of the North 856.00 feet of the Northeast Quarter of said Section 28; thence North 89 degrees 22 minutes 48 seconds East, along the south line of the North 856.00 feet of the Northeast Quarter of said Section 28, a distance of 1085.48 feet to the point of intersection with a line which bears North 45 degrees 39 minutes 16 seconds West from the point of beginning; thence South 45 degrees 39 minutes 16 seconds East, a distance of 178.64 feet to the point of beginning.

and

WHEREAS, ten days' mailed notice and two weeks' published notice of the hearing was given, and said hearing was held on June 8, 2020, at which all persons desiring to be heard were given an opportunity to be heard thereon.

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

1. Such improvement by extension of the storm water collection and management system, by extension of the municipal wastewater collection system, and by extension of the municipal water distribution system is necessary, cost-effective, and feasible as detailed in the feasibility report received on May 11, 2020.

2. Such improvement by extension of the storm water collection and management system, by extension of the municipal wastewater collection system, and by extension of the municipal water distribution system is hereby ordered as proposed in the council resolution adopted on May 11, 2020.

3. Bolton & Menk, Inc., is hereby designated as the engineer for these improvements and shall prepare plans and specifications for the making of said improvements.

4. The City Council declares its official intent to reimburse itself for the costs of the improvements from the proceeds of a tax exempt bond.

Adopted by the City Council of the City of Worthington, Minnesota, this the 8th day of June, 2020.

(SEAL)

Mike Kuhle, Mayor

Attest: _____
Mindy L. Eggers, City Clerk

RESOLUTION NO. 2020-06-

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

WHEREAS, The Internal Revenue Service has issued Section 1.150-2 of the Income Tax Regulations (the "Regulations") dealing with the issuance of bonds, all or a portion of the proceeds of which are to be used to reimburse the City for project expenditures made by the City prior to the date of issuance of the bonds.

WHEREAS, The Regulations generally require that the City, as issuer of the bonds, make a declaration of its official intent to reimburse itself for such prior expenditures out of the proceeds of a subsequently issued series of bonds within 60 days after payment of the expenditures, that the bonds be issued and the reimbursement allocation be made from the proceeds of such bonds within the reimbursement period (as defined in the Regulations), and that the expenditures reimbursed be capital expenditures or costs of issuance of the bonds.

WHEREAS, The City desires to comply with requirements of the Regulations with respect to certain public improvement projects to be undertaken within the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL (THE "COUNCIL") OF THE CITY OF WORTHINGTON (THE "CITY"), MINNESOTA, AS FOLLOWS:

I. The City expects to make original expenditures with respect to the following described projects prior to the issuance of reimbursement bonds, and the City reasonably expects to issue reimbursement bonds for such projects in the maximum principal amount shown below:

<u>Project</u>	<u>Maximum Amount of Bonds Expected to be Issued for Project</u>
Improvement of Aspen Drive, Campbell Boulevard, Sterling Avenue, and Sutherland Drive within the proposed plat of Glenwood Heights Second Addition by necessary grading and base, and by bituminous surfacing.	\$189,000
Improvement of that part of the Northeast Quarter of Section 28, Township 102 North, Range 40 West, Nobles County, Minnesota, described as: Commencing at the Northeast corner of said Section 28; thence South 89 degrees 22 minutes 48 seconds West, (Minnesota County Coordinate System - Nobles County Zone - HARN NAD83 - 1996), along the north line of the Northeast Quarter of said Section 28, a distance of 885.79 feet; thence South 00 degrees 39 minutes 16 seconds East, a distance of 856.00 feet to the west right-of-way line of South Crailsheim Road (County State Aid Highway No. 10); thence continuing South 00 degrees 39 minutes 16 seconds East, a distance of 450.96 feet to the northeasterly corner of Glenwood Heights First Addition, according to the plat thereof	\$660,000

***Resolution No. 2020-06-
Relating to Financing . . .
Page 2 of 2.***

on file and of record with the Nobles County Recorder, Minnesota; thence South 89 degrees 20 minutes 44 seconds West, along the northerly line of said Glenwood Heights First Addition, a distance of 219.69 feet; thence North 45 degrees 39 minutes 16 seconds West, along said northerly line, a distance of 459.69 feet to the most northerly corner of said Glenwood Heights First Addition, said point being the point of beginning; thence South 44 degrees 20 minutes 44 seconds West, along said northerly line, a distance of 130.00 feet; thence South 19 degrees 15 minutes 07 seconds West, along said northerly line, a distance of 77.30 feet; thence South 42 degrees 53 minutes 58 seconds West, along said northerly line, a distance of 93.17 feet; thence South 57 degrees 21 minutes 04 seconds West, along said northerly line, a distance of 142.63 feet to the northwesterly corner of said Glenwood Heights First Addition; thence South 18 degrees 09 minutes 16 seconds East, along the westerly line of said Glenwood Heights First Addition, a distance of 130.84 feet; thence South 09 degrees 25 minutes 19 seconds West, along said westerly line, a distance of 78.97 feet; thence South 18 degrees 09 minutes 16 seconds East, along said westerly line, a distance of 132.99 feet; thence North 66 degrees 50 minutes 00 seconds East, along said westerly line, a distance of 185.98 feet; thence North 60 degrees 45 minutes 04 seconds East, along said westerly line, a distance of 164.63 feet; thence South 32 degrees 17 minutes 32 seconds East, along said westerly line, a distance of 120.25 feet; thence South 16 degrees 24 minutes 31 seconds East, along said westerly line, a distance of 72.67 feet; thence South 20 degrees 40 minutes 38 seconds East, along said westerly line, a distance of 156.13 feet; thence South 00 degrees 39 minutes 16 seconds East, along said westerly line, a distance of 713.27 feet to the southwest corner of said Glenwood Heights First Addition; thence South 88 degrees 59 minutes 50 seconds West, along the westerly extension of the southerly line of said Glenwood Heights First Addition, a distance of 107.17 feet; thence South 00 degrees 13 minutes 12 seconds East, a distance of 120.01 feet to the southeast corner of the West Half of the Northeast Quarter of said Section 28; thence South 88 degrees 59 minutes 15 seconds West, along the East - West center line of said Section 28, a distance of 1325.82 feet to the Center of said Section 28; thence North 00 degrees 25 minutes 04 seconds West, along the North - South center line of said Section 28, a distance of 1775.28 feet to the southwest corner of the North 856.00 feet of the Northeast Quarter of said Section 28; thence North 89 degrees 22 minutes 48 seconds East, along the south line of the North 856.00 feet of the Northeast Quarter of said Section 28, a distance of 1085.48 feet to the point of intersection with a line which bears North 45 degrees 39 minutes

**Resolution No. 2020-06-
Relating to Financing . . .
Page 3 of 3.**

16 seconds West from the point of beginning; thence South 45 degrees 39 minutes 16 seconds East, a distance of 178.64 feet to the point of beginning by extension of the storm water collection and management system.

2. Other than (i) de minimis amounts permitted to be reimbursed pursuant to Section 1.150-2(f)(1) of the Regulations or (ii) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, the City will not seek reimbursement for any original expenditures with respect to the foregoing projects paid more than 60 days prior to the date of adoption of this resolution. All original expenditures for which reimbursement is sought will be capital expenditures or costs of issuance of the reimbursement bonds.

3. As of the date hereof, there are no City funds reserved, pledged, allocated on a long term basis or otherwise set aside (or reasonably expected to be reserved, pledged, allocated on a long term basis or otherwise set aside) to provide permanent financing for the original expenditures related to the projects, other than pursuant to the issuance of the reimbursement bonds. Consequently, it is not expected that the issuance of the reimbursement bonds will result in the creation of any replacement proceeds.

4. The City's financial officer shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the reimbursement bonds to reimburse the source of temporary financing used by the City to make payment of the original expenditures relating to the projects. Each reimbursement allocation shall be made within 30 days of the date of issuance of the reimbursement bonds, shall be evidenced by an entry on the official books and records of the City maintained for the reimbursement bonds and shall specifically identify the original expenditures being reimbursed.

Adopted by the City Council of the City of Worthington, Minnesota, this the 8th day of June, 2020.

(SEAL)

Mike Kuhle, Mayor

Attest

Mindy L. Eggers, City Clerk

Estimated Assessment Roll Glenwood Heights Second Addition June 8, 2020

Table with columns: Property Owner, Legal Description, Abutting Street, Paving (Assessable Adjusted Frontage in Feet, Assessable Rate Per Foot, Assessment Amount, Lot Allowances), Storm Sewer (Assessable Area in Square Feet, Assessable Rate Per Square Foot, Assessment Amount), Water Main Trunk (Assessable Area in Acres, Assessable Rate Per Acre, Assessment Amount), Sanitary Sewer Trunk (Assessable Area in Acres, Assessable Rate Per Acre, Assessment Amount), and COMBINED TOTAL ASSESSMENT.

**Glenwood Heights Second Addition
Summary of Estimated Paving Cost
June 8, 2020**

ESTIMATED COST OF IMPROVEMENT

Estimated Base Rate Determining Cost	\$171,948.00
Total Rate Determining Frontage in feet	4,279.80
Estimated Assessable Rate Per Foot	\$40.177

DISTRIBUTION OF ESTIMATED COST

Property Owner Share of Improvement Cost

"Private" Property Owner Share of Improvement Cost

Lots to be sold

Proposed Assessable Frontage in feet	3,417.2
Estimated Assessments Receivable	\$137,292.86

City/WPU Share of Improvement Cost

Proposed Assessable Frontage in feet	135.0
Estimated Assessments Receivable	\$5,423.90

Total Estimated Assessments Receivable: \$142,716.76

City Share of Improvement Cost

Non-Assessable

Proposed Non-Assessable Rate Determining Frontages in feet	348.40
Estimated Amount	\$13,997.66
Rounding Adjustment	-\$1.54
Total Estimated City Share of Non-Assessable Cost	\$13,996.12

Assessable

Outlot I Proposed Assessable Frontages in feet	379.2
Estimated Amount	\$15,235.12

Estimated City Share of Improvement: \$29,231.24

TOTAL ESTIMATED COST OF PAVING IMPROVEMENT: \$171,948.00

Glenwood Heights Second Addition Summary of Estimated Storm Sewer Cost June 8, 2020

ESTIMATED COST OF IMPROVEMENT

Estimated Cost of Improvement **\$599,940.00**

Rate Calculations

Rate Determining Area in Square Feet- See Attached Rate Calculation Summary

Actual Base Rate per Square Feet	Subdistricts 3 and 4	\$0.0487
	Subdistricts 5 - 8	\$0.1550

Contract Date:	Summer 2020	
Estimated Contract Date ENR Index:	11,624	
Base ENR Index, July 1975	2248	
Base Rate, July 1975	\$0.03	
Maximum Assessable Base Rate per Square Feet		\$0.1550

DISTRIBUTION OF ESTIMATED COST

"Private" Property Owner Share of Improvement Cost

Lots to be sold

Assessable Area in Square Feet	499,434.4
Estimated Assessments Receivable	\$63,783.01

City/WPU Share of Improvement Cost

Assessable Area in Square Feet	775,878.1
Estimated Assessments Receivable	\$90,295.10

Total Estimated Assessments Receivable: \$154,078.11

City Share of Improvement Cost

Non-assessable

Public Rights-of-Way - Subdistricts 3 and 4	2,377.4 ' @	0.0487	\$115.78
Public Rights-of-Way - Subdistricts 5 - 8	154,900.6 ' @	0.1550	\$24,009.59
Above Rate Limit and Non-assessable Subdistricts			\$413,673.18
Rounding Adjustment			-\$154.30
Total City Share of Non-Assessable Cost			<u>\$437,644.25</u>

Assessable

Outlot J	53,017.0 sq ft @	0.1550	\$8,217.64
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Total Estimated City Share of Improvement: \$445,861.89

Total Estimated Cost of Improvement **\$599,940.00**

**Glenwood Heights Second Addition
Summary of Water Main Trunk Improvement Estimated Cost
June 8, 2020**

ESTIMATED COST OF IMPROVEMENT

Trunk Cost of Improvement	\$15,000.00
Lateral Cost	\$0.00
Estimated Cost of Current Improvement	\$15,000.00
Trunk Cost Attributable to Prior Improvements	\$14,649.48
Total Cost of Improvement Including Prior Improvements	\$29,649.48

Rate Calculations

Assessable Trunk Units of Area in Acres		11.468
Contract Date:	Summer 2020	
Estimated Contract Date ENR Index:	11,624	
Base ENR Index, July 1975	2248	
Base Rate, July 1975	\$500	
Assessable Trunk Rate per Acre		\$2,585.41

DISTRIBUTION OF ESTIMATED COST

Property Owner Share of Improvement Cost

Assessable Units in Acres	11.468
Assessments Receivable	\$29,649.48
Total Assessments Receivable	\$29,649.48

Water Main Trunk Account

Assessable Trunk Costs	\$29,649.48
Trunk Costs of Current Improvement	\$15,000.00
Due to Trunk Account for Prior Improvements	\$14,649.48

City Share of Improvement Cost

Total City Share of Improvement	\$0.00
Total Estimated Cost of Improvement	\$29,649.48

**Glenwood Heights Second Addition
Summary of Sanitary Sewer Trunk Improvement Estimated Cost
June 8, 2020**

ESTIMATED COST OF IMPROVEMENT

Trunk Cost of Improvement	\$0.00
Lateral Cost	\$0.00
Estimated Cost of Current Improvement	\$0.00
Due to Trunk Account for Prior Improvements	\$47,439.07
Total Cost of Improvement Including Prior Improvements	\$47,439.07

Rate Calculations

Assessable Trunk Units of Area in Acres		11.468
Contract Date:	Summer 2020	
Estimated Contract Date ENR Index:	11,624	
Base ENR Index, July 1975	2248	
Base Rate, July 1975	\$800	
Assessable Trunk Rate per Acre		\$4,136.65

DISTRIBUTION OF ESTIMATED COST

Property Owner Share of Improvement Cost

Assessable Units in Acres	11.468
Assessments Receivable	\$47,439.07
Total Assessments Receivable	\$47,439.07

Sanitary Sewer Trunk Account

Assessable Trunk Costs	\$47,439.07
Trunk Cost of Current Improvement	\$0.00
Due to Trunk Account for Prior Improvements	\$47,439.07

City Share of Improvement Cost

Total City Share of Improvement	\$0.00
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Total Estimated Cost of Improvement	\$47,439.07
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**Estimated Assessment Roll
Glenwood Heights Second Addition**

Combined Summary

June 8, 2020

	<u>Paving</u>	Storm	<u>Water Main</u>	<u>Sanitary Sewer</u>	<u>Total</u>
<u>Property Owner Share of Improvement Cost</u>					
Proposed Assessable Frontages	3552.20 Feet				
Proposed Assessable Acres			11.47 Acres	11.47 Acres	
Proposed Assessable Square Feet		1,275,312.50 Sq Ft			
Estimated Assessments Receivable	\$142,716.76	\$154,078.11	\$29,649.48	\$47,439.07	\$373,883.42
<u>Trunk Account</u>					
Assessable Trunk Costs	---	---	\$29,649.48	\$47,439.07	\$77,088.55
Trunk Costs of Current Improvement	---	---	\$15,000.00	\$0.00	\$15,000.00
Due to Trunk Account for Prior Improvements	---	---	\$14,649.48	\$47,439.07	\$62,088.55
<u>City Share of Improvement Cost</u>					
Proposed Non-assessable Frontage and Estimated Amount	348.40 Feet \$13,997.66	0.00 \$0.00	0.00 \$0.00	0.00 \$0.00	\$13,997.66
Proposed Public Right-of-way Frontage and Estimated Amount	0.00 \$0.00	157,278.00 \$24,125.37	---	---	\$24,125.37
Additional Due to Rate Differential		\$413,673.18	\$0.00	\$0.00	\$413,673.18
Rounding Adjustment	-\$1.54	-\$154.30	\$0.00	\$0.00	-\$155.84
Total City Share of Non-Assessable Cost	\$13,996.12	\$437,644.25	\$0.00	\$0.00	\$451,640.37
Proposed Assessable Frontage or Area and Estimated Amount	379.20 Feet \$15,235.12	53,017.00 Sq Ft \$8,217.64	\$0.00	\$0.00	\$23,452.76
Total Estimated City Share of Improvement	\$29,231.24	\$445,861.89	\$0.00	\$0.00	\$475,093.13
Total Estimated Cost of Improvement	\$171,948.00	\$599,940.00	\$29,649.48	\$47,439.07	\$848,976.55

PETITION for IMPROVEMENT

We, the undersigned, being the owners of real property abutting on the following described street, do hereby petition that such street be improved by extension of the municipal water distribution system pursuant to Minnesota Statutes, Chapter 429 ⁽¹⁾:

North Crailsheim Road (CSAH 10) from Fox Farm Road to a point 600 feet south of the north line of the Southwest Quarter of Section 22, Township 102 North, Range 40 West, Nobles County, Minnesota.

(1) Minnesota Statutes, Chapter 429 provides for the assessment of the abutting property for all or a portion of the cost of the improvement.

That part of the Southeast Quarter of Section 21, Township 102 North, Range 40 West, Nobles County, Minnesota lying west of North Crailsheim Road (CSAH 10).
(31-3926-500)

Independent School District No. 518

[Signature]
District 518 School Board Chair

5-22-2020
Date

Stephen R. Schmieder
School Board Clerk

5-19-2020
Date



Questions on this Petition may be directed to the Special Assessment Clerk or the City Engineer at (507) 372-8640, 1016 8th Street
Monday through Friday, between 8:00 a.m. and 5:00 p.m., at City Hall, 303 Ninth Street

PETITION for IMPROVEMENT

We, the undersigned, being the owners of the real property hereinafter described, do hereby petition the City Council of the City of Worthington, County of Nobles, State of Minnesota, to improve said real property, or parts thereof, by extension of the municipal storm water collection and management system, pursuant to Minnesota Statutes, Chapter 429:

Cherrywood Addition together with that part of the Southeast Quarter of Section 28, Township 102 North, Range 40 West, lying east of South Crailsheim Road and south of Cherrywood Addition, all in the City of Worthington, Nobles, County Minnesota.

⁽¹⁾ Minnesota Statutes, Chapter 429 provides for the assessment of the abutting property for all or a portion of the cost of the improvement.

Lots 1, 2, 3, 5, 6, 7, and 8, Block 1, Cherrywood Addition.

Kelly Properties of Worthington, Inc.



Steven D. Johnson, President

4-20-2020
Date



Questions on this petition may be directed to the Special Assessment Clerk or the City Engineer at (507) 372-8640, Monday through Friday, between 8:00 a.m. and 5:00 p.m., at City Hall, 303 Ninth Street

RESOLUTION NO. 2020-06-

**DECLARING ADEQUACY OF PETITION AND ORDERING PREPARATION OF
FEASIBILITY REPORT ON PROPOSED IMPROVEMENT.**

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

1. A certain petition requesting the improvement of North Crailsheim Road (CSAH 10) from Fox Farm Road to a point 600 feet south of the north line of the Southwest Quarter of Section 22, Township 102 North, Range 40 West, Nobles County, Minnesota by extension of the municipal water distribution system, received on May 26, 2020, and filed with the City Council on June 8, 2020, is hereby declared to be signed by the required percentage of the owners of the property affected thereby. This declaration is made in conformity to Minnesota Statutes, section 429.035.

2. The petition is hereby referred to the firm of Bolton & Menk, Inc. for study, and the firm is instructed to report to the council with all convenient speed advising the council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

Adopted by the City Council of the City of Worthington, Minnesota, this the 8th day of June, 2020.

(SEAL)

Mike Kuhle, Mayor

Attest

Mindy L. Eggers, City Clerk

RESOLUTION NO. 2020-06-**DECLARING ADEQUACY OF PETITION AND ORDERING PREPARATION OF
FEASIBILITY REPORT ON PROPOSED IMPROVEMENT****BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WORTHINGTON,
MINNESOTA:**

1. A certain petition requesting the improvement of Cherrywood Addition together with that part of the Southeast Quarter of Section 28, Township 102 North, Range 40 West, lying east of South Crailsheim Road and south of Cherrywood Addition, all in the City of Worthington, Nobles, County Minnesota, or parts thereof, by extension of the municipal storm water collection and management system, received on April 23, 2020, and filed with the City Council on June 8, 2020, is hereby declared to be signed by the required percentage of the owners of the property affected thereby. This declaration is made in conformity to Minnesota Statutes, section 429.035.

2. The petition is hereby referred to Bolton & Menk, Inc. for study, and the firm is instructed to report to the council with all convenient speed advising the council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible, and as to whether it should best be made as proposed or in connection with some other improvement, and the estimated cost of the improvement as recommended.

Adopted by the City Council of the City of Worthington, Minnesota, this the 8th day of June, 2020.

(SEAL)

Mike Kuhle, Mayor

Attest:

Mindy L. Eggers, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES**CHERRYWOOD ADDITION/ INTERMEDIATE SCHOOL WATERMAIN EXTENSION****CITY OF WORTHINGTON and BOLTON & MENK, INC.**

This Agreement, made this 8th day of June, 2020, by and between CITY OF WORTHINGTON, Minnesota, (“CLIENT”), and BOLTON & MENK, INC., 1501 South State Street, Suite 100, Fairmont, MN 56031, (“CONSULTANT”).

WITNESS, whereas the CLIENT requires professional services in conjunction with the Cherrywood Addition Stormwater Improvement and the Intermediate School Watermain Extension (“Project”) and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

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

SECTION I - CONSULTANT'S SERVICES

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

SECTION II - THE CLIENT'S RESPONSIBILITIES

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

- F. The CONSULTANT’S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or “municipal advisor” (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide such services as may be required for completion of the Project described in this Agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in Exhibit I.
- H. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the Project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

(Remainder of this page intentionally left blank)

SECTION III - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with the following Schedule of Fees for the time spent in performance of Agreement services. Total cost of services shall not exceed \$53,000.00 without the prior consent of CLIENT.

Schedule of Fees

Employee Classification	Hourly Billing Rates
Senior Principal	\$150-280/Hour
Principal Engineer/Surveyor/Planner/GIS/Landscape Architect	\$140-225
Senior Engineer/Surveyor/Planner/GIS/Landscape Architect	\$110-210
Project Manager (Inc. Survey, GIS, Landscape Architect)	\$100-195
Project Engineer/Surveyor/Planner/Landscape Architect	\$85-190
Design Engineer/Landscape Designer/Graduate Engineer/Surveyor	\$80-190
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	\$60-175
Senior Technician (Inc. Construction, GIS, Survey ¹)	\$85-180
Technician (Inc. Construction, GIS, Survey ¹)	\$65-150
Administrative/Corporate Specialists	\$45-125
Structural/Electrical/Mechanical/Architect	\$120-150
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

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

2. The preceding Schedule of Fees shall apply for services provided through December 31, 2021. Hourly rates may be adjusted by CONSULTANT, in consultation with CLIENT, on an annual basis thereafter to reflect reasonable changes in its operating costs. Adjusted rates will become effective on January 1st of each subsequent year, upon written acceptance by CLIENT.
3. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement CLIENT agrees to pay any applicable sales taxes.
4. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed

in writing, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.

5. Additional services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.
6. Expenses required to complete the agreed scope of services or identified in this paragraph will be invoiced separately, and include but are not limited to large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for these Direct Expenses incurred in the performance of the work, subject to the Total cost not to exceed fee or approved Additional services.

B. PAYMENTS AND RECORDS

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.
2. If CLIENT fails to make any payment of an undisputed amount due CONSULTANT for undisputed services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.
3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for undisputed services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full for all past due amounts for undisputed services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.
4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred and services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT, State, or their duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to the contract for a period of six years.

(Remainder of this page intentionally left blank)

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

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

B. CHANGE IN PROJECT SCOPE

In the event the CLIENT changes or is required to change the scope or duration of the project from that described in Exhibit I, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. The CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work and Agreement will be revised in writing.

C. LIMITATION OF LIABILITY

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

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

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.

D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement.

The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.

3. CLIENT shall be named Additional Insured for the above CGL and Auto liability policies.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.
6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

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

F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a Contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any Contractor. CLIENT acknowledges that

on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

G. USE OF ELECTRONIC/DIGITAL DATA

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

H. REUSE OF DOCUMENTS

1. Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including Reports, Plans and Specifications) for any reasonable use relative to the Project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties.
2. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such reuse.

I. CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by

CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF AGREEMENT

This Agreement will remain in effect for the longer of a period of two (2) years or until such other expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of both parties.

K. TERMINATION

This Agreement may be terminated:

1. For cause, by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For termination by CONSULTANT, cause includes, but is not limited to, failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT's services for more than 120 days for reasons beyond CONSULTANT'S cause or control; or,
2. For convenience by CLIENT upon 7 days written notice to CONSULTANT.
3. Notwithstanding, the foregoing, this Agreement will not terminate under paragraph IV.K if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 10 days of receipt of the notice.
4. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement. CONSULTANT shall deliver and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph IV. H.
5. In event of termination by CLIENT for cause and in addition to any other remedies available to CLIENT, CONSULTANT shall deliver to CLIENT and CLIENT shall have right of use of any completed or partially completed deliverables, in accordance with the provisions of Paragraph IV.H. CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination.

L. INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

M. CONTINGENT FEE

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

N. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The CONSULTANT is an Equal Opportunity Employer** and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

O. ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

P. SURVIVAL

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

Q. SEVERABILITY

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

R. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Minnesota and venued in courts of Minnesota; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.

S. DISPUTE RESOLUTION

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

dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

T. MINNESOTA GOVERNMENT DATA PRACTICES ACT (MGDPA)

All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of the CONSULTANT’S performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The Consultant agrees to abide by these statutes, rules and regulations and as they may be amended. In the event the CONSULTANT receives a request to release data, it shall notify CLIENT as soon as practical. The CLIENT will give instructions to CONSULTANT concerning release of data to the requesting party and CONSULTANT will be reimbursed as additional services for its reasonable labor and other direct expenses in complying with any MGDPA request, but only to the extent that the request is not due to a negligent, intentional or willful act or omission by the CONSULTANT or other failure to comply with its obligations under this contract.

U. ETHICAL STANDARDS

No member, officer, employee or agent of the CLIENT or of a local public body thereof during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the benefits therefrom.

SECTION V - SIGNATURES

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

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

CLIENT: _____

CONSULTANT: Bolton & Menk, Inc.



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



Real People. Real Solutions.

EXHIBIT I

June 1, 2020

Dwayne Haffield, Director of Engineering
City of Worthington
PO Box 279
Worthington, MN 56187
d.haffield@ci.worthington.mn.us

RE: Proposal for Professional Services
Cherrywood Addition Storm Sewer
Intermediate School Watermain Extension

Dear Mr. Haffield,

Bolton and Menk, Inc. is pleased to provide this proposal for engineering services for the preliminary engineering report development, final design, preparation of plans and specifications, and bidding related assistance associated with the proposed utility improvements to the Cherrywood Addition and Intermediate School sites. The Cherrywood Addition improvement consists of storm sewer and stormwater management for the new housing development north of First Avenue SW along Crailsheim Road owned by Kelly Properties of Worthington, Inc. The Intermediate School improvement consists of the extension of watermain for the proposed school site just south of the existing alternative learning center owned by Independent School District 518.

The following is our proposed scope of work and fees.

Preliminary Design Services

1. Cherrywood Storm Sewer - This project involves providing storm sewer infrastructure for the Cherrywood Addition housing development that will include storm sewer and stormwater management in accordance with local and state regulations. Based on our understanding of the project, we propose to provide the following services:
 - A. Preliminary engineering and design needed to provide storm drainage for the area, including the area south of Cherrywood that currently drains through the subdivision area. Evaluating options for permanent stormwater management to meet the current state and local requirements.
 - B. Preparing preliminary opinions of probable cost for the storm sewer utility.
 - C. Bolton & Menk will prepare a summary report describing the comprehensive storm sewer needed to serve the area. This report will be written to match the needs of the various funding possibilities and in accordance with Minnesota Statutes, Chapter 429 (local improvement financing/assessment law). As part of this task we will assist City Staff in applying the special assessment policy to develop a preliminary assessment roll for the proposed project. This information will also be used to estimate the City share in the proposed project.

Dwayne Haffield
June 1, 2020
Page 2

- D. To facilitate the preliminary report preparation in accordance with your preferences, we propose maintaining close coordination with City Staff and other stakeholders, planning commission and the City Council by attending, participating and/or presenting in up to two meetings as needed to formulate and finalize the layouts, finalize phasing and present the feasibility report for this project.
- 2. Intermediate School Watermain Extension - This project involves extending the existing watermain along the west side of Crailsheim Road to serve the new school site.
 - A. Preliminary engineering and design needed to provide water services for the school improvement. The watermain extension evaluation includes a review of the need for looping to provide service reliability and adequate fire flow. This will also involve evaluating if the existing watermain can be extended only to serve the areas currently proposed for development.
 - B. Preparing preliminary opinions of probable cost for the watermain extension options.
 - C. Bolton & Menk will prepare a summary report describing the watermain needed to serve the area. This report will be written to match the needs of the various funding possibilities and in accordance with Minnesota Statutes, Chapter 429 (local improvement financing/assessment law). As part of this task we will assist City Staff in applying the special assessment policy to develop a preliminary assessment roll for the proposed project. This information will also be used to estimate the City share in the proposed project.
 - D. To facilitate the preliminary report preparation in accordance with your preferences, we propose maintaining close coordination with City Staff and other stakeholders, planning commission and the City Council by attending, participating and/or presenting in up to two meetings as needed to formulate and finalize the layouts, finalize phasing and present the feasibility report for this project.

Final Design, Permitting and Bidding Services

Bolton & Menk will perform prepare an existing conditions drawing based on existing data and extra topographic survey as needed for the project areas. We will use this information to prepare detailed construction plans and specifications in accordance with the requirements of the City of Worthington for bidding purposes to construct the necessary storm sewer/ stormwater management and watermain extensions for both projects. Bidding services will include: assistance in responding to bidders’ questions; preparation of addenda (if required); and assisting in evaluation of bids.

Proposed Fees

Bolton & Menk proposes to perform the professional services listed above for the following fees:

- 1. *Cherrywood Storm Sewer*
 - a. *Preliminary Engineering (Hourly Not to Exceed)*..... \$5,000
 - b. *Final Design, Permitting and Bidding (Hourly Not to Exceed)*..... \$18,000
- 2. *Intermediate School Watermain Extension*
 - a. *Preliminary Engineering (Hourly Not to Exceed)*..... \$7,000
 - b. *Final Design, Permitting and Bidding (Hourly Not to Exceed)*..... \$23,000

Dwayne Haffield
June 1, 2020
Page 3

Schedule

We understand that these projects are important to provide services for the two proposed developments and we will work diligently to complete the tasks in a timely manner. Our goal is to complete the reports and final design so that these projects can move forward before the end of the construction season.

I will personally serve as your Project Manager and lead contact on this project. Please contact me at 612-247-5663 or travis.winter@bolton-menk.com if you have any questions regarding our proposal. We look forward to working with you on this project.

Sincerely,
Bolton & Menk, Inc.



Travis L. Winter, P.E.
Principal Engineer



ADA Transition Plan
for
Public Rights-of-Way

Introduction

Transition Plan Need and Purpose

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. ADA consists of five titles outlining protections in the following areas:

1. Employment
2. State and local government services
3. Public accommodations
4. Telecommunications
5. Miscellaneous Provisions

Title II of ADA pertains to the programs, activities and services public entities provide. As a provider of public transportation services and programs, the City of Worthington must comply with this section of the Act as it specifically applies to public service agencies. 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.” (42 USC. Sec. 12132; 28 CFR. Sec. 35.130)

As required by Title II of ADA, 28 CFR. Part 35 Sec. 35.105 and Sec. 35.150, the City of Worthington has conducted a self-evaluation of its facilities within public rights-of-way and has developed this Transition Plan detailing how the organization will ensure that all of those facilities are accessible to all individuals. This document serves as a supplement to the City of Worthington’s existing Transition Plan covering buildings, services, programs and activities.

ADA and its Relationship to Other Laws

Title II of ADA is companion legislation to two previous federal statutes and regulations: the Architectural Barriers Acts of 1968 and Section 504 of the Rehabilitation Act of 1973.

The Architectural Barriers Act of 1968 is a Federal law that requires facilities designed, built, altered or leased with Federal funds to be accessible. The Architectural Barriers Act marks one of the first efforts to ensure access to the built environment.

Section 504 of the Rehabilitation Act of 1973 is a Federal law that protects qualified individuals from discrimination based on their disability. The nondiscrimination requirements of the law apply to employers and organizations that receive financial assistance from any Federal

department or agency. Title II of ADA extended this coverage to all state and local government entities, regardless of whether they receive federal funding or not.

Agency Requirements

Under Title II, the City of Worthington must meet these general requirements:

- Must operate their programs so that, when viewed in their entirety, the programs are accessible to and useable by individuals with disabilities (28 C.F.R. Sec. 35.150).
- May not refuse to allow a person with a disability to participate in a service, program or activity simply because the person has a disability (28 C.F.R. Sec. 35.130 (a)).
- Must make reasonable modifications in policies, practices and procedures that deny equal access to individuals with disabilities unless a fundamental alteration in the program would result (28 C.F.R. Sec. 35.130(b) (7)).
- May not provide services or benefits to individuals with disabilities through programs that are separate or different unless the separate or different measures are necessary to ensure that benefits and services are equally effective (28 C.F.R. Sec. 35.130(b)(iv) & (d)).
- Must take appropriate steps to ensure that communications with applicants, participants and members of the public with disabilities are as effective as communications with others (29 C.F.R. Sec. 35.160(a)).
- Must designate at least one responsible employee to coordinate ADA compliance [28 CFR Sec. 35.107(a)]. This person is often referred to as the "ADA Coordinator." The public entity must provide the ADA coordinator's name, office address, and telephone number to all interested individuals [28 CFR Sec. 35.107(a)].
- Must provide notice of ADA requirements. All public entities, regardless of size, must provide information about the rights and protections of Title II to applicants, participants, beneficiaries, employees, and other interested persons [28 CFR Sec. 35,106]. The notice must include the identification of the employee serving as the ADA coordinator and must provide this information on an ongoing basis [28 CFR Sec. 104.8(a)].
- Must establish a grievance procedure. Public entities must adopt and publish grievance procedures providing for prompt and equitable resolution of complaints [28 CFR Sec. 35.107(b)]. This requirement provides for a timely resolution of all problems or conflicts related to ADA compliance before they escalate to litigation and/or the federal complaint process.

This document has been created to specifically cover accessibility within the public rights-of-way and does not include information on City programs, practices, or building facilities not related to public rights-of-way.

Self-Evaluation

Overview

The City of Worthington is required, under Title II of the Americans with Disabilities Act (ADA) and 28CFR35.105, to perform a self-evaluation of its current transportation infrastructure policies, practices, and programs. This self-evaluation will identify what policies and practices impact accessibility and examine how the City implements these policies. The goal of the self-evaluation is to verify that, in implementing the City policies and practices, the City is providing accessibility and not adversely affecting the full participation of individuals with disabilities.

The self-evaluation also examines the condition of the City's Pedestrian Circulation Route/Pedestrian Access Route (PCR/PAR) and identifies potential need for PCR/PAR infrastructure improvements. This will include the sidewalks, curb ramps, bicycle/pedestrian trails, and traffic control signals that are located within the City's rights-of-way. For the purpose of this plan, City rights-of-way include those County State Aid Highways that the City is responsible for providing maintenance of pursuant to written maintenance agreement with Nobles County. Other County State Aid Highways and state highway rights-of-ways are not included. Trails located in parks or other city properties in lieu of being in a corresponding right-of-way are included as walks and trails within right-of-way. Any barriers to accessibility identified in the self-evaluation and the remedy to the identified barrier are set out in this transition plan.

Summary

In 2019, the City of Worthington conducted an inventory of pedestrian facilities within its public rights-of-way consisting of the evaluation of the following facilities:

- 47.8 miles of sidewalks
- 865 curb ramps
- 2.6 miles of trails
- 1 traffic control signal

The trails and walks identified above are treated as the same for the purpose of this transition plan. These trails, which are also shown in Appendix A, are those trails maintained by the City and exclude multi-use trails partially maintained by the abutting owners.

Graphical presentation on how these facilities relate to ADA standards is found in Appendix A and will be updated periodically.

In addition to those pedestrian facilities located within City controlled rights-of-way, the following Worthington Parks, Minnesota Department of Transportation (MnDOT) and Nobles

County walks and trails are located within the City. These are listed for informational purposes only and are not included in the City's transition plan.

Worthington Parks

- .5 miles of sidewalk
- 1.2 miles of trails

Nobles County

- .04 miles of sidewalks
- 2.2 miles of trails

MnDOT

- 2.5 miles of trails
- 1.8 miles of sidewalks

Policies and Practices

Previous Practices

Since the adoption of the ADA, the City of Worthington has striven to provide accessible pedestrian features as part of the City's capital improvement projects. As additional information was made available as to the methods of providing accessible pedestrian features, the City updated their procedures to accommodate these methods.

After 1990 and prior to development of the current Accessible Public Rights-of-Way Guidelines (PROWAG), the City had replaced curbs at all identified street crosswalks with curb ramps in a manner found to be consistent with ADA requirements and guidance at the time of replacement. None of the initial replacements included truncated dome panels but typically included distinctively textured surfaces near the street edge. Curb ramps replaced after about 2001 included truncated panels; however, the ramps may not meet current PROWAG. At this time about 40% of curb ramps include truncated dome tactile warning panels. Only ramps completed in the past few years are expected to meet all current PROWAG. Abrupt vertical offsets and gutter inslope/backslope deficiencies are likely in all ramps except those recently replaced or constructed. Abrupt vertical offsets are seen as a possible deficiency developing in

even recently constructed ramps except those constructed in compliance with contemporary MnDOT standards.

In general, past practices include replacing deficient curb ramps:

At the time a street improvement, including overlays, extends through a crosswalk.

At the time any portion of a ramp, including its landing, is removed and replaced due to ordinary deterioration.

At the time any portion of a ramp, including its landing, are removed and replaced as part of a utility installation. Private utilities are required to restore a ramp to PROWAG, however, the City provides necessary truncated dome panels. Ramp construction requiring a change in street geometry and/or additional right-of-way are only required to be restored as close to PROWAG as possible without the street or right-of-way changes.

Policy

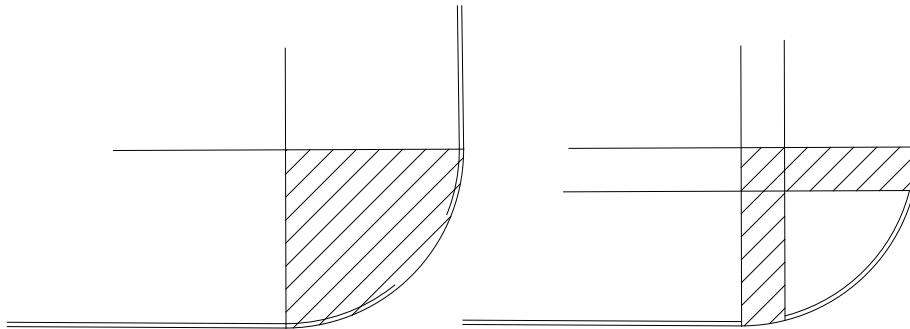
The City of Worthington's goal is to continue to provide accessible pedestrian design features as part of the City's capital improvement projects. The City has established ADA design standards and procedures as listed in Appendix F. These standards and procedures will be kept up to date with MnDOT standards unless other nationwide and/or local best management practices are found to provide better performance.

The City will consider and respond to all accessibility improvement requests. All accessibility improvements that have been deemed reasonable will be scheduled consistent with transportation priorities. The City will coordinate with external agencies to ensure that all new or altered pedestrian facilities within the City's jurisdiction are ADA compliant to the maximum extent feasible. Requests for accessibility improvements can be submitted to the City Engineer. Contact information for the City Engineer is located in Appendix E.

Maintenance of pedestrian facilities within the public right-of-way will continue to follow the policies set forth in the City's sidewalk inspection and repair policy as may be amended from time to time. A ramp shall be brought into compliance with PROWAG at the time any portion of the ramp, including its landing, is removed and replaced due to ordinary deterioration. Ramp construction requiring a change in street geometry and/or additional right-of-way are only required to be restored as close to PROWAG as possible without the street or right-of-way changes.

At the time any portion of a ramp, including its landing, is removed and replaced as part of a utility installation, private utilities will be required to restore a ramp to PROWAG; however, the City provides necessary truncated dome panels. Ramp construction requiring a change in street geometry and/or additional right-of-way are only required to be restored as close to PROWAG as possible without the street or right-of-way changes.

EXAMPLES OF RAMP DISTURBANCE Other Scenarios Exist



If hatched area is disturbed entire ramp and landing is to be brought to current ADA (PROWAG) standards. Additional walk and curb & gutter is to be removed and replaced as needed to bring ramp to standard.

Improvement Schedule

Priority Areas

The City of Worthington has identified specific locations as priority areas for planned accessibility improvement projects. These areas have been selected due to their proximity to specific land uses such as schools and public facilities, and are within a walkable distance of a significant population. The priority areas as identified in the 2019 self-evaluation are as follows:

- Central Business district generally bound by 5th Avenue, 2nd Avenue, 9th Street and 11th Street.
- Senior High/Memorial Auditorium area.
- Prairie Elementary School

The priority areas are depicted on Maps A and B in Appendix A.

Additional priority will be given to any location where an improvement project or alteration was constructed after January 26, 1991, and accessibility features were omitted.

External Agency Coordination

Many other agencies are responsible for pedestrian facilities within the jurisdiction of the City of Worthington. The City will coordinate with those agencies to track and assist in the facilitation of the elimination of accessibility barriers along their routes.

Nobles County has adopted the Nobles County Highway Department ADA Transition Plan dated December 2018. Pedestrian facilities within those County Highways being maintained by the City per a written maintenance agreement with the County and the City issues utility (excavation) permits for work within will be subject to both the County and City's transition plans.

Schedule

The City of Worthington has set the following goals for improving the accessibility of its pedestrian facilities within the City's jurisdiction:

- After 20 years, 75% of accessibility features within the priority areas would be ADA compliant.
- After 35 years, 75% of accessibility features within the jurisdiction of City would be ADA compliant.

ADA Coordinator

In accordance with 28 CFR 35.107(a), the City of Worthington has identified an ADA Title II Coordinator to oversee the City's policies and procedures. Contact information for this individual is located in Appendix E.

Implementation Schedule

Methodology

The City of Worthington will utilize three methods for upgrading pedestrian facilities to the current ADA standards. The first and most comprehensive of the three methods is through the scheduled street, sanitary sewer, water main and storm sewer improvement projects. All pedestrian facilities impacted by these projects will be upgraded to current ADA accessibility standards.

The second method is through the standalone sidewalk and ADA Transition projects. These projects will be incorporated into the Capital Improvement Program (CIP) on a case by case

basis or funded through use of the budget for ADA Transition as determined by City of Worthington staff. The City's Street CIP is included in Appendix B.

The third method is through the restoration of pedestrian facilities impacted by private utility installations.

Public Outreach

The City of Worthington recognizes that public participation is an important component in the development of this document. Input from the community has been gathered and used to help define priority areas for improvements within the jurisdiction of the City of Worthington.

Public outreach for the creation of this document consisted of the following activities:

A draft of this document was submitted to the Worthington City Council on May 11, 2020 for preliminary review and comment. The draft was posted on the City web site for solicitation of public comment through June 1, 2020. Notice of solicitation of the opportunity to comment on the report was published in the official paper on May 13, 2020 and emailed to the members of the Active Living Plan Steering Committee and Client Community Services, Inc. A summary of comments received are located in Appendix C. Final Council approval of the plan was given at its June 8, 2020 meeting.

This document will be continuously available on the City's web site.

Grievance Procedure

Under the Americans with Disabilities Act, each agency is required to publish its responsibilities in regard to the ADA. A draft of this public notice is provided in Appendix D. If users of the City of Worthington facilities and services believe the City has not provided reasonable accommodation, they have the right to file a grievance.

In accordance with 28 CFR 35.107(b), the City has developed a grievance procedure for the purpose of the prompt and equitable resolution of citizens' complaints, concerns, comments, and other grievances. This grievance procedure is outlined in Appendix D.

Monitor the Progress

This document will continue to be updated as conditions within the City evolve.

The appendices in this document will be updated periodically, while the main body of the document will be updated in or before 2025 with a future update schedule to be developed at

that time. With each main body update, a public comment period will be established to continue the public outreach.

Appendices

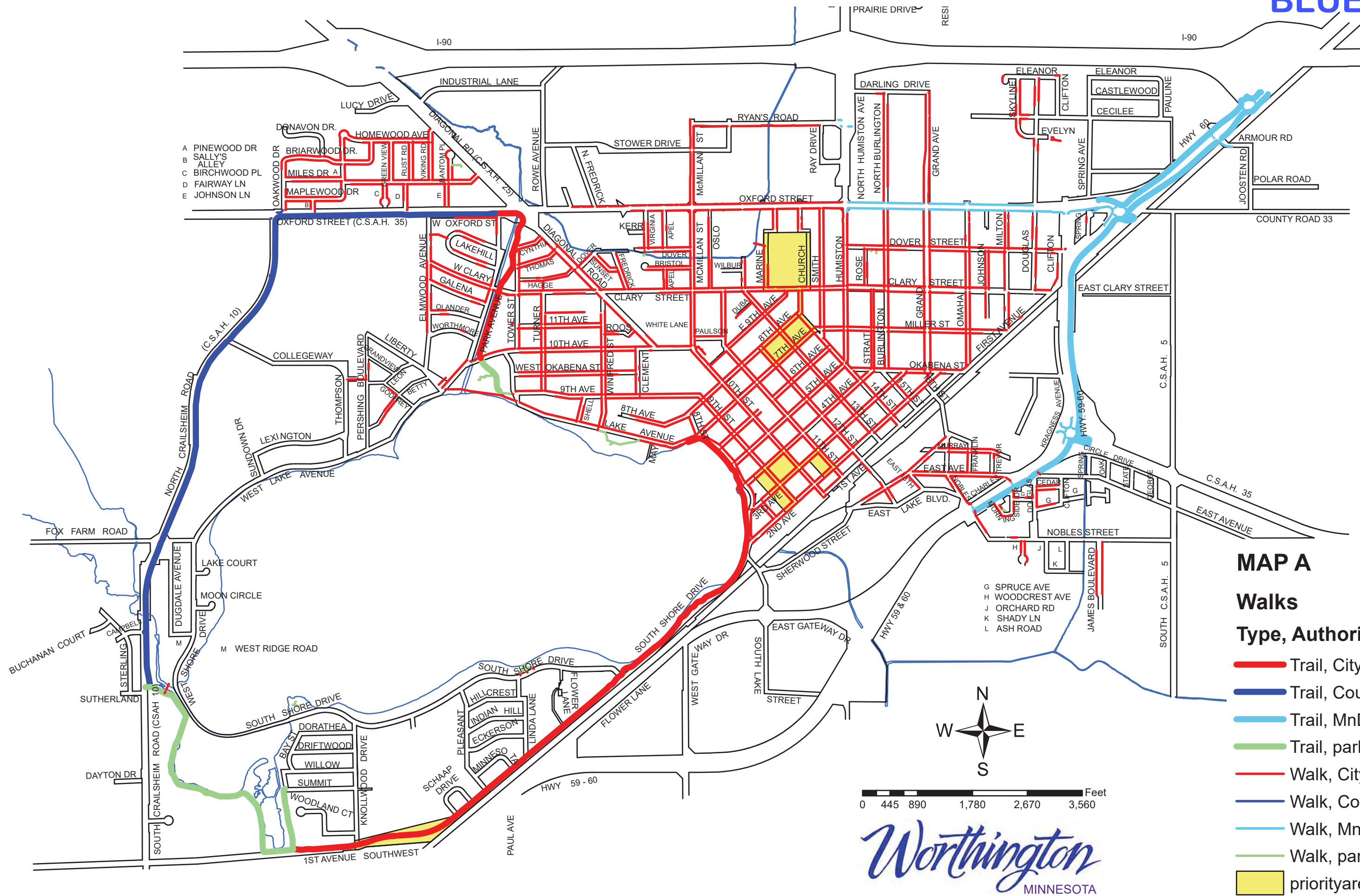
- A. Self-Evaluation Results**
- B. Schedule / Budget Information**
- C. Public Outreach**
- D. Grievance Procedure**
- E. Contact Information**
- F. Agency ADA Design Standards and Procedures**
- G. Glossary of Terms**

Appendix A – Self-Evaluation Results

This initial self-evaluation of pedestrian facilities yielded the following results:

- Based on random sampling, 61% of sidewalks meet cross slope accessibility criteria
- 8.1% of curb ramps met accessibility criteria. An additional 5.7% are expected to be able to meet accessibility criteria by grinding off or otherwise repairing abrupt vertical changes at the curb interface.
- No intersections having no curb ramps were identified
- 100% of traffic control signals had push buttons that are accessible, or had the pedestrian indications on recall
- 100% of traffic control signals had APS

See Maps A through C for a graphical representation of the results of the self-evaluation. Those ramps identified as compliant or not compliant were surveyed and inventoried in detail. Those assumed to be non-compliant were not inventoried in detail. The assumption that these ramps are not compliant is based on not having found any ramp in compliance that was not constructed in the recent past.



- A PINWOOD DR
- B SALLY'S ALLEY
- C BIRCHWOOD PL
- D FAIRWAY LN
- E JOHNSON LN

- G SPRUCE AVE
- H WOODCREST AVE
- J ORCHARD RD
- K SHADY LN
- L ASH ROAD

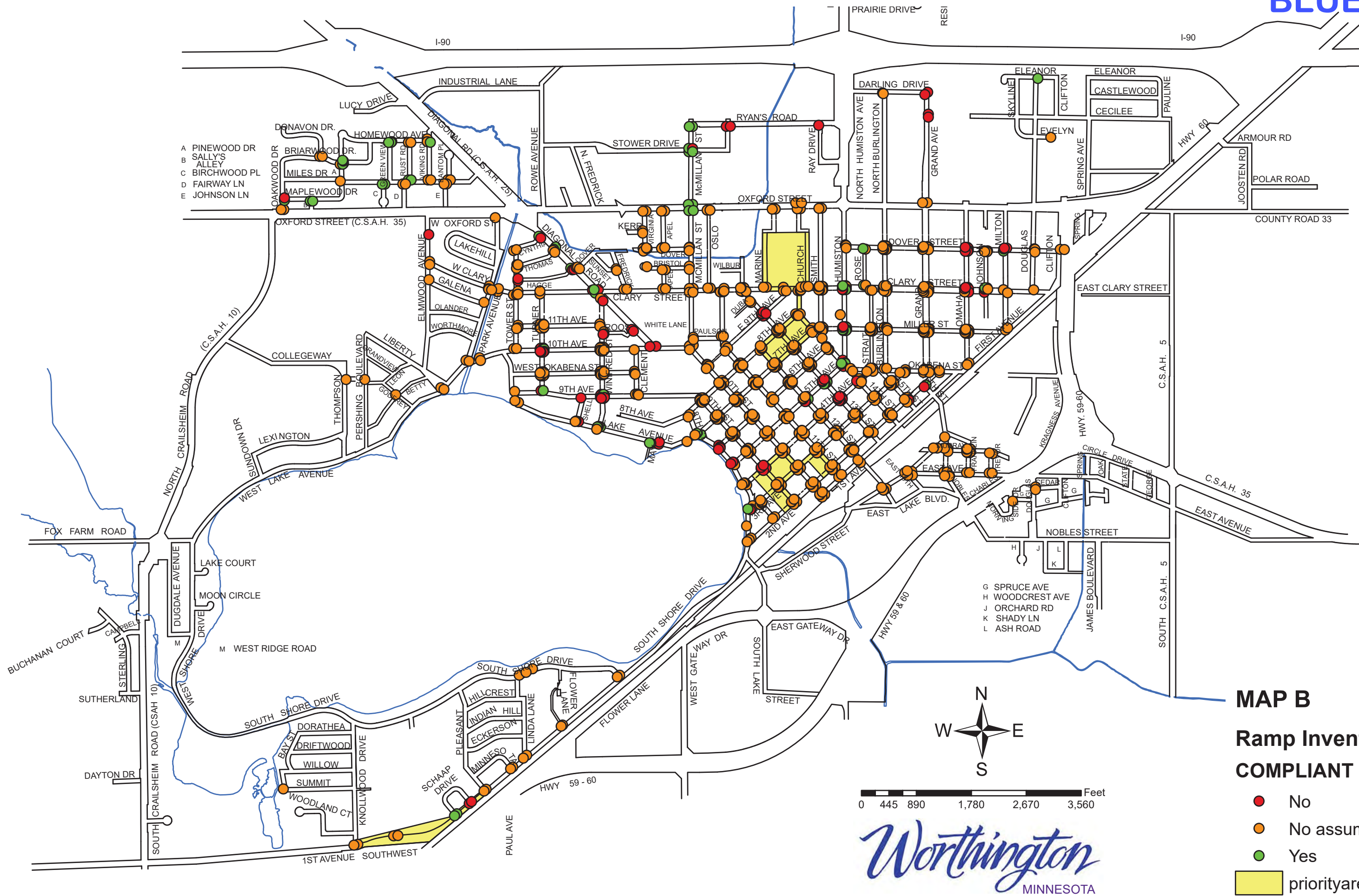
MAP A

Walks

Type, Authority

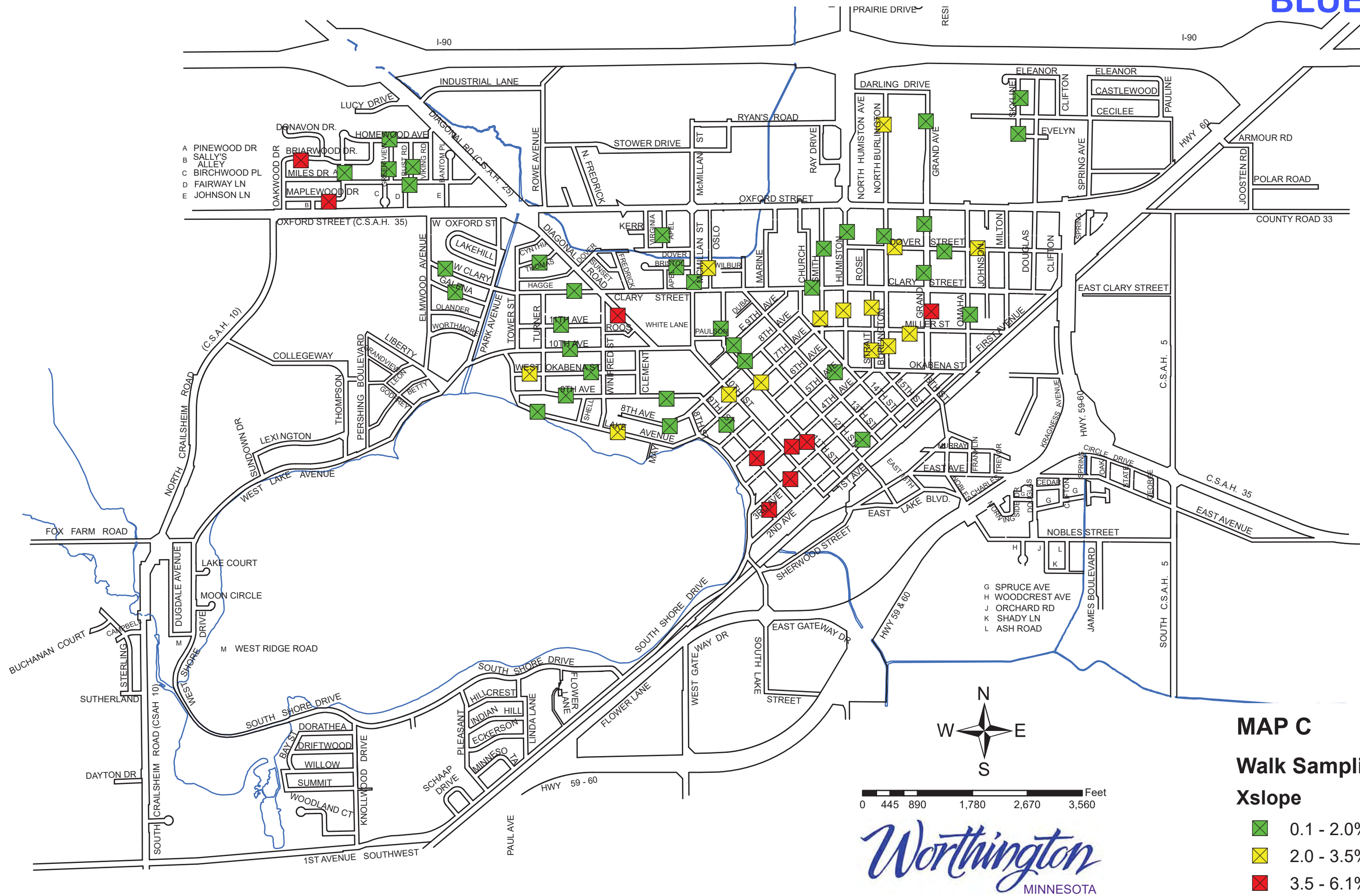
- Trail, City
- Trail, County
- Trail, MnDOT
- Trail, park
- Walk, City
- Walk, County
- Walk, MnDOT
- Walk, park
- priorityareas





- A PINWOOD DR
- B SALLY'S ALLEY
- C BIRCHWOOD PL
- D FAIRWAY LN
- E JOHNSON LN

- G SPRUCE AVE
- H WOODCREST AVE
- J ORCHARD RD
- K SHADY LN
- L ASH ROAD



- A PINWOOD DR
- B SALLY'S ALLEY
- C BIRCHWOOD PL
- D FAIRWAY LN
- E JOHNSON LN

- G SPRUCE AVE
- H WOODCREST AVE
- J ORCHARD RD
- K SHADY LN
- L ASH ROAD

Appendix B – Schedule / Budget Information

Cost Information

Unit Prices

Construction costs for upgrading facilities can vary depending on each individual improvement and conditions of each site. Costs can also vary on the type and size of project the improvements are associated with. Listed below are representative costs for some typical accessibility improvements based on an average cost incurred by the City.

Intersection corner ADA improvement retrofit: +/- \$5,250 per ramp

An estimated cost for grinding abrupt changes in contemporary ramps that otherwise meet ADA requirements is \$500 or less.

Priority Areas

Based on the results of the self-evaluation, the estimate costs associated with eliminating accessibility barriers within the targeted priority areas is as follows:

- Central Business district: \$245,500
- Senior High/Memorial Auditorium area: \$288,750
- Prairie Elementary: \$32,500

Entire Jurisdiction

Based on the results of the self-evaluation, the estimate costs associated with providing ADA accessibility within the entire jurisdiction is \$3,941,000. This amount signifies a significant investment that the City of Worthington is committed to making in the upcoming years. A systematic approach to providing accessibility will be taken in order to absorb the cost into the City of Worthington's budget for improvements to the public right-of-way.

The following pages are the City's 2020 through 2024 Street CIP. Funding for ADA Transition projects will continue to be considered in each budget cycle.

CITY OF WORTHINGTON, MINNESOTA

CAPITAL IMPROVEMENT PROGRAM
FOR THE YEARS 2020 - 2024
(AMOUNTS IN DOLLARS)

C.	2020	PAVING / STREETS	PROPOSED BUDGETARY FUND/ACCOUNTS	PROJECT TOTALS	GENERAL TAX FINANCING	CAPITAL RESERVE FINANCING	UTILITY REVENUE FINANCING	SPECIAL ASSESSMENT FINANCING	G.O. BOND FINANCING	G.O. REV BOND FINANCING	STATE AID FINANCING	FEDERAL AID FINANCING	OTHER
C1		CONTRACT MAINTENANCE FUTURE	401-26699-0000	292,600	292,600								
C2		CONTRACT MAINTENANCE	401-48392-55XX	400,000	400,000								
C3		PROJECT MATCHING/COMPLETION	401-48491-55XX	5,000	5,000								
C4		OLSON PARK TRAIL REHABILITATION	401-48329-55XX	212,260	212,260								
C5		1ST AVE SW & CENT PARK TRAIL RE	401-48331-55XX	76,990							76,990		
C6		LAKE STREET TRAIL REHABILITATIO	401-48332-55XX	12,580	12,580								
C7		ADA RAMPS	401-48336-55XX	25,544		25,544							
C8		RYAN'S RD-MCMILLAN TO TH 59	401-48337-55XX	564,940							564,940		
C9		ADA TRANSITION	401-48338-55XX	103,200		103,200							
C10		NE ALLEY BLOCK 33	401-48344-55XX	71,850				24,680	47,170				
C11		SW ALLEY BLOCK 33	401-48345-55XX	71,850				24,680	47,170				
C12		ELEANOR ST-SPRING TO 860' EAST	401-48362-55XX	214,390				61,490	152,900				
C13		10TH AVE BRIDGE & STREET RECON	401-48426-55XX	1,053,390							1,053,390		
C14		APEL AVENUE-CLARY TO BRISTOL	401-48428-55XX	76,100				19,120	56,980				
C15		TH 59 N COMM/IND PARK STREET	401-48454-55XX	650,510				650,510					
C16		ALLEY BLK 19 (BTWN 9TH & LAKE)-41	401-48463-55XX	77,290				49,500	27,790				
C17		CHURCH AVE-OXFORD ST TO 2ND C	401-48466-55XX	150,450				40,710	109,740				
C18		SHELL ST-9TH AVE TO LAKE ST	401-48493-55XX	93,770				30,030	63,740				
C19		CHURCH AVE-CLARY TO BEND	401-48582-55XX	249,010		221,340		27,670					
C20		8TH AVE-9TH ST TO DEAD-END	401-48583-55XX	363,650				73,310	290,340				
2020		PAVING / STREETS	TOTALS	4,765,374	922,440	350,084	0	1,001,700	795,830	0	1,695,320	0	0

C. 2021 PAVING / STREETS

C1		CONTRACT MAINTENANCE	401-48392-55XX	400,000	400,000								
C2		MURRAY AVE-NOBLES TO E OF TRE	401-48326-55XX	300,400				101,330	199,070				
C3		SERVICE ROAD/DRIVE IMPROVEMEN	401-48327-55XX	721,420		567,370		134,050					



CITY OF WORTHINGTON, MINNESOTA

CAPITAL IMPROVEMENT PROGRAM
FOR THE YEARS 2020 - 2024
(AMOUNTS IN DOLLARS)

C.	2021 PAVING / STREETS	PROPOSED BUDGETARY FUND/ACCOUNTS	PROJECT TOTALS	GENERAL TAX FINANCING	CAPITAL RESERVE FINANCING	UTILITY REVENUE FINANCING	SPECIAL ASSESSMENT FINANCING	G.O. BOND FINANCING	G.O. REV BOND FINANCING	STATE AID FINANCING	FEDERAL AID FINANCING	OTHER
C4	BANTAM PL-MILES DR TO CIRCLE	401-48342-55XX	71,730		71,730							
C5	15TH ST-1ST AVE TO OKABENA	401-48346-55XX	159,140	136,870		22,270						
C6	STERLING, CAMPBELL & BUCHANEN	401-48364-55XX	423,380			150,040	273,340					
C7	ALLEY BLOCK 20 (BTWN 9TH & LAKE)	401-48367-55XX	58,310			50,670	7,640					
C8	W OXFORD-ELMWOOD TO PARK AVI	401-48379-55XX	302,920	233,100		69,820						
C9	CHARLES AVE-NOBLES ST TO EAST	401-48386-55XX	140,760		132,980	7,780						
C10	BRISTOL-APEL TO END	401-48393-55XX	121,400			31,860	89,540					
C11	29TH ST (ELIM GRAVEL)	401-48415-55XX	115,860			63,990	51,870					
C12	NORTH ROSE (ELIM GRAVEL)	401-48416-55XX	160,030			50,820	109,210					
C13	CYNTHIA AVE-TOWER ST TO DIAGOI	401-48417-55XX	99,740			31,230	68,510					
C14	ALLEY BLK 15 (BTWN 11TH & 12TH)-3	401-48427-55XX	33,770			22,920	10,850					
C15	BLK 29 ALLEY (SW OF 10TH ST)-7TH	401-48446-55XX	51,810			51,810						
C16	TOWER ST-10TH TO 11TH STREET	401-48449-55XX	139,670	125,570		14,100						
C17	ALLEY BLK 2 MORFITT'S SUBD-MARII	401-48453-55XX	21,700			21,700						
C18	ALLEY BLK 16 (BTWN 11TH & 12TH)-4	401-48461-55XX	67,810			62,270	5,540					
C19	ALLEY BLK 18 (BTWN 9TH & 10TH)-5T	401-48462-55XX	72,770			62,010	10,760					
C20	LAKEHILL DRIVE	401-48598-55XX	337,570	274,960		62,610						
C21	CHERRY POINT ST RESURFACING		736,115	318,232	417,883							
C22	OXFORD ST-MCMILLAN TO HUMISTON		5,199,440			515,000	515,000	515,000	1,030,000	3,139,440		
C23	JAMES BLVD-SOUTH END RESURFACE		35,617		35,617							
C24	10TH AVE-BRIDGE TO TOWER RECON		361,410						361,410			
C25	TAP TRAIL PROJECTS		339,320	83,170	20,140							
C26	CECILEE ST-SKYLINE TO 400 FT WEST		99,860			30,690	69,170					
C27	DUBA STREET		68,740	56,720		12,020						
C28	INDUSTRIAL LANE-WESTERLY SEGMENT		221,100	210,610		10,490						
2021	PAVING / STREETS	TOTALS	10,861,792	1,839,232	1,265,720	0	1,579,480	1,410,500	0	1,391,410	3,375,450	0



CITY OF WORTHINGTON, MINNESOTA

CAPITAL IMPROVEMENT PROGRAM
FOR THE YEARS 2020 - 2024
(AMOUNTS IN DOLLARS)



C.	2022	PAVING / STREETS	PROPOSED BUDGETARY	PROJECT TOTALS	GENERAL TAX FINANCING	CAPITAL RESERVE FINANCING	UTILITY REVENUE FINANCING	SPECIAL ASSESSMENT FINANCING	G.O. BOND FINANCING	G.O. REV BOND FINANCING	STATE AID FINANCING	FEDERAL AID FINANCING	OTHER
	C1	CONTRACT MAINTENANCE FUTURE	401-26699-0000	315,273	315,273								
	C2	CONTRACT MAINTENANCE	401-48392-55XX	400,000	400,000								
	C3	PROJECT MATCHING/COMPLETION	401-48491-55XX	5,000	5,000								
	C4	POLAR RD-JOOSTEN RD TO DEAD-E	401-48449-55XX	432,600				108,340	324,260				
	C5	MCLEANS BLK 3 ALLEY		84,640				60,460	24,180				
	C6	3RD & 4TH-9TH TO 11TH		1,403,470				668,260	735,210				
		PAVING / STREETS	TOTALS	2,640,983	720,273	0	0	837,060	1,083,650	0	0	0	0

C.	2023	PAVING / STREETS	PROPOSED BUDGETARY	PROJECT TOTALS	GENERAL TAX FINANCING	CAPITAL RESERVE FINANCING	UTILITY REVENUE FINANCING	SPECIAL ASSESSMENT FINANCING	G.O. BOND FINANCING	G.O. REV BOND FINANCING	STATE AID FINANCING	FEDERAL AID FINANCING	OTHER
	C1	CONTRACT MAINTENANCE FUTURE	401-26699-0000	400,000	400,000								
	C2	27TH ST (ELIM GRAVEL)	401-48414-55XX	187,820				126,240	61,580				
	C3	KNOLLWOOD DRIVE		909,120				301,630	607,490				
	C4	8TH AVE-11TH TO 14TH RESURFACE		128,125			128,125						
	C5	LAKEVIEW HEIGHTS STREET SURFACING		458,835	318,232	140,603							
		PAVING / STREETS	TOTALS	2,083,900	718,232	268,728	0	427,870	669,070	0	0	0	0

C.	2024	PAVING / STREETS	PROPOSED BUDGETARY	PROJECT TOTALS	GENERAL TAX FINANCING	CAPITAL RESERVE FINANCING	UTILITY REVENUE FINANCING	SPECIAL ASSESSMENT FINANCING	G.O. BOND FINANCING	G.O. REV BOND FINANCING	STATE AID FINANCING	FEDERAL AID FINANCING	OTHER
	C1	CONTRACT MAINTENANCE	401-48392-55XX	400,000	400,000								
	C2	LAKE ST-3RD TO 4TH RESURFACE		137,870			137,870						
	C3	EAST AVE & CIRCLE DR AREA ST SURFACING		591,903	318,232	273,671							
	C4	OLANDER ST-ELMWOOD TO PARK		104,276	104,276								
	C5	12TH, EAST LAKE BLVD & 13TH RESURFACE		112,603	112,603								
	C6	SUNDOWN DRIVE RESURFACING		42,598	42,598								
	C7	8TH ST-7TH TO 8TH RESURFACE		32,117	32,117								
		PAVING / STREETS	TOTALS	1,421,367	1,009,826	411,541	0	0	0	0	0	0	0

Appendix C – Public Outreach

AFFIDAVIT OF PUBLICATION
[FORM Rev. 6/15]

STATE OF MINNESOTA)

) ss.

COUNTY OF NOBLES)

Chris Reetz, being first duly sworn, on oath states as follows:

1. I am the publisher of The Globe or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.

2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.

3. The dates of the month and the year and day of the week upon which the public notice attached/copied below was published in the newspaper are as follows: Inserted on May 13th, 2020.

4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows: \$11.50 per column inch.

5. Mortgage Foreclosure Notices [Effective 7/1/15]. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Nobles County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

FURTHER YOUR AFFIANT SAITH NOT.

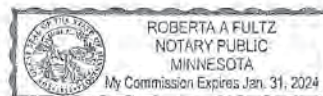
Chris Reetz

[Signature]

Subscribed and sworn to before me on
This 13th day of May, 2020.

Roberta A. Fultz

Notary Public



Invitation for Public Comments

The City of Worthington is seeking public comment on its new Americans with Disabilities Act (ADA) Transition Plan for Public Rights-of-Way, which was presented to the City Council in draft form on May 11, 2020. The Transition Plan is designed to help the City adhere to Title II of the ADA. The public is invited to submit comments on the draft Transition Plan for Public Rights-of-Way up to and including at the June 8, 2020 Council meeting at which time it is tentatively scheduled for Council to consider adoption of the plan.

The draft Transition Plan is available by following links at: <http://www.ci.worthington.mn.us/ada>

The draft Transition Plan is also available by requesting it in PDF or printed formats by contacting:

Worthington City Engineer
PO. Box 279
Worthington, MN 56187
507-372-8640
engineering@ci.worthington.mn.us

Request alternate formats if required.

It is encourage that comments be submitted to the above contact prior to June 8, 2020; however, comments will also be received at the June 8, 2020 Council meeting. Adoption of the Plan may be delayed as necessary to address comments received.

(May 13, 2020)

Dwayne Haffield

From: Dwayne Haffield <d.haffield@ci.worthington.mn.us>
Sent: Tuesday, May 12, 2020 9:13 AM
To: 'Cecilia Amadou'; 'Darlene Macklin (dmackl@frontiernet.net)'; 'Jason Walker'; 'Jeremiah Cromie '; 'kmeier@firststatebanksw.com'; 'Leticia Rodriguez '; 'Paul Seifert'; 'Pete Navara'; 'Rosemary Bruce-White '; 'Stephen Schnieder'; 'Tom & Barb Navara'
Subject: Invitation for Public Comments on Transition Plan for Public Rights-of-Way
Attachments: Transistion Plan.pdf

The City of Worthington is seeking public comment on its new Americans with Disabilities Act (ADA) Transition Plan for Public Rights-of-Way, which was presented to the City Council in draft form on May 11, 2020. The Transition Plan is designed to help the City adhere to Title II of the ADA. The public is invited to submit comments on the draft Transition Plan for Public Rights-of-Way up to and including at the June 8, 2020 Council meeting at which time it is tentatively scheduled for Council to consider adoption of the plan.

The draft Transition Plan is attached.

The draft Transition Plan is also available by requesting it in a printed format by contacting:

Worthington City Engineer
P.O. Box 279
Worthington, MN 56187
507-372-8640
engineering@ci.worthington.mn.us

It is encouraged that comments be submitted to the above contact prior to June 8, 2020; however, comments will also be received at the June 8, 2020 Council meeting. Adoption of the Plan may be delayed as necessary to address comments received.

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

Dwayne Haffield

From: Dwayne Haffield <d.haffield@ci.worthington.mn.us>
Sent: Tuesday, May 12, 2020 9:21 AM
To: 'ccsi@clientcommunityservices.org'
Subject: Invitation for Public Comments on Transition Plan for Public Rights-of-Way
Attachments: Transistion Plan.pdf

The City of Worthington is seeking public comment on its new Americans with Disabilities Act (ADA) Transition Plan for Public Rights-of-Way, which was presented to the City Council in draft form on May 11, 2020. The Transition Plan is designed to help the City adhere to Title II of the ADA. The public is invited to submit comments on the draft Transition Plan for Public Rights-of-Way up to and including at the June 8, 2020 Council meeting at which time it is tentatively scheduled for Council to consider adoption of the plan.

The draft Transition Plan is attached.

The draft Transition Plan is also available by requesting it in a printed format by contacting:

Worthington City Engineer
P.O. Box 279
Worthington, MN 56187
507-372-8640
engineering@ci.worthington.mn.us

It is encourage that comments be submitted to the above contact prior to June 8, 2020; however, comments will also be received at the June 8, 2020 Council meeting. Adoption of the Plan may be delayed as necessary to address comments received.

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

Comments Received

From Southwest Regional Development Commission Staff:

- In the definition section, should there be a delineation between sidewalk and trail? They are separately noted in the self-evaluation section but the map shows just “walks” and their widths.
- For the Improvement Schedule section. When setting ADA compliant goals such as “after 20 years 25% of accessibility features within priority areas will be ADA compliant.” Should this say something closer to “after 20 years 25% of accessibility features within priority areas will be meet 2020 ADA compliancy standards.” Just in case there are any new standards or does this not matter if the document is updated regularly.

Appendix D – Grievance Procedure

As part of the ADA requirements the City has posted the following notice outlining its ADA requirements:

Public Notice

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990, the City of Worthington will not discriminate against qualified individuals with disabilities on the basis of disability in City services, programs, or activities.

Employment: The City does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under Title I of the Americans with Disabilities Act (ADA).

Effective Communication: The City will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the City's programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

Modifications to Policies and Procedures: The City will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all City programs, services, and activities. For example, individuals with service animals are welcomed in City offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a City program, service, or activity, should contact the office of the City Administrator as soon as possible but no later than 48 hours before the scheduled event.

The ADA does not require the City to take any action that would fundamentally alter the nature of its programs or services or impose an undue financial or administrative burden.

The City will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

City of Worthington
Grievance Procedure under
the Americans with Disabilities Act

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City of Worthington. The City's Personnel Policy governs employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

Those wishing to file a formal written grievance with the City of Worthington may do so by one of the following methods:

Internet

Visit the City of Worthington website (<http://www.ci.worthington.mn.us/>) and click the "ADA" link to the ADA Grievance Form. Fill in the form online and click "Email Street or Walk Problem" or "Email Other City Facility Problem" as applicable. A copy of The ADA Grievance Form is included in this Appendix.

Telephone

Contact the pertinent City staff person listed in the **Contact Information** section of Appendix E to submit an oral grievance. The staff person will utilize the Internet method above to submit the grievance on behalf of the person filing the grievance.

Paper Submittal

Contact the pertinent City staff person listed in the **Contact Information** section of Appendix E to request a paper copy of the county's grievance form, complete the form, and submit it to the ADA Title II Coordinator (City Administrator) or Public Right-of-Way ADA Implementation Coordinator (City Engineer) or as indicated on the form. A copy of the form for mailing is also included on Worthington's website.

The ADA Grievance Form will ask for the following information:

The **name, address, telephone number, and email address** for the person filing the grievance

A **description and location of the alleged violation and the nature of a remedy sought**, if known by the complainant.

The City will acknowledge receipt of the grievance to the complainant within 10 working days of its submittal. City will also provide to the complainant within 10 working days of its submittal: 1) a response or resolution to the grievance; or 2) information on when the complainant can expect a response or resolution to the grievance.

If the grievance filed does not concern a City of Worthington facility, the City will work with the complainant to contact the agency that has jurisdiction.

3. Within 60 calendar days of receipt, the City Administrator or City Engineer, as applicable, will conduct an investigation necessary to determine the validity of the alleged violation. If appropriate as a part of the investigation, the staff person would conduct an engineering study to help determine the City's response. The City Administrator or City Engineer will be available to meet with the complainant to discuss the matter as a part of the investigation and resolution of the matter.

If the response by the City Administrator or City Engineer does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the City Council.

Within 15 calendar days after receipt of the appeal, or the first regularly scheduled Council meeting thereafter, the City Council will meet with the complainant to discuss the complaint and possible resolutions. The City Council shall hear complaints, requests, or suggestions from individuals regarding the access to and participation in public facilities, services, activities, and functions of the City of Worthington only upon receiving a written request appealing the decision of the ADA Coordinator. The City Council shall hear such complaint in public, after adequate public notice is given. The City Council shall issue a written decision within 30 days of its hearing. The decision of the City Council shall be final.

The City will consider all specific grievances within its particular context or setting.

Furthermore, the City will consider many varying circumstances including: 1) the nature of the access to services, programs, or facilities at issue; 2) the specific nature of the disability; 3) the essential eligibility requirements for participation; 4) the health and safety of others; and 5) the degree to which an accommodation would constitute a fundamental alteration to the program, service, or facility, or cause an undue hardship to the City of Worthington.

Accordingly, the resolution by the City of Worthington of any one grievance does not constitute a precedent upon which the City is bound or upon which other complaining parties may rely.

All written complaints and appeals received by the City and the City's responses will be retained by the City for at least three years.

Complaints of Title II violations may also be filed with the Department of Justice (DOJ) within 180 days of the date of discrimination. In certain situations, cases may be referred to a mediation program sponsored by the DOJ. The DOJ may bring a lawsuit where it has investigated a matter and has been unable to resolve violations.

For more information, contact:

U.S. Department of Justice
Civil Rights Division
950 Pennsylvania Avenue, N.W.
Disability Rights Section - NYAV
Washington, D.C. 20530
www.ada.gov
(800) 514-0301 (voice – toll free)
(800) 514-0383 (TTY)

Title II may also be enforced through private lawsuits in Federal court. It is not necessary to file a complaint with the DOJ or any other Federal agency, or to receive a "right-to-sue" letter, before going to court.

Complaint form is included on the following page.



City of Worthington
303 Ninth Street, PO Box 279
Worthington MN 56187
Telephone: (507) 372-8640
Fax: (507)-372-8643

ADA COMPLAINT FORM

Questions marked with an asterisk (*) require an answer to successfully complete this form.

Name*

First Name

Last Name

Email Address*

Street Address*

City*

State*

Zip Code*

Date of incident*

Month

Day

Year

Where is the location of the problem? Please include street name, intersection (if applicable), facility name and/or location if other than a street or walk (i.e. park, building, etc.)*

Detailed description of the problem*

Additional Comments*

Mail completed form to:

City of Worthington
c/o City Engineer (*Street or Walk concerns*)
c/o City Administrator (*All Other City Facility concerns*)
PO Box 279
Worthington MN 56187

Appendix E – Contact Information**ADA Title II Coordinator/City Administrator**

Name: Steve Robinson
Address: P.O. Box 279
Worthington, MN 56187
Phone: 507-372-8622
Fax: 507- 372-8630
E-mail: ser@ci.worthington.mn.us

Public Right-of-Way ADA Implementation Coordinator/City Engineer

Name: Dwayne Haffield
Address: P.O. Box 279
Worthington, MN 56187
Phone: 507-372-8640
Fax: 507-372-8643
E-mail: d.haffield@ci.worthington.mn.us

Appendix F – Agency ADA Design Standards and Procedures

Design Procedures

Intersection Corners

Curb ramps or blended transitions will attempt to be constructed or upgraded to achieve compliance within all capital improvement projects. There may be limitations which make it technically infeasible for an intersection corner to achieve full accessibility within the scope of any project. Those limitations will be noted and those intersection corners will remain on the transition plan. As future projects or opportunities arise, those intersection corners shall continue to be incorporated into future work. Regardless if full compliance can be achieved or not, each intersection corner shall be made as compliant as possible in accordance with the judgment of City staff.

Sidewalks / Trails

Sidewalks and trails will attempt to be constructed or upgraded to achieve compliance within all capital improvement projects. There may be limitations which make it technically infeasible for segments of sidewalks or trails to achieve full accessibility within the scope of any project. Those limitations will be noted and those segments will remain on the transition plan. As future projects or opportunities arise, those segments shall continue to be incorporated into future work. Regardless if full compliance can be achieved or not, every sidewalk or trail shall be made as compliant as possible in accordance with the judgment of City staff.

Traffic Control Signals

Traffic control signals will attempt to be constructed or upgraded to achieve compliance within all capital improvement projects. There may be limitations which make it technically infeasible for individual traffic control signal locations to achieve full accessibility within the scope of any project. Those limitations will be noted and those locations will remain on the transition plan. As future projects or opportunities arise, those locations shall continue to be incorporated into future work. Regardless if full compliance can be achieved or not, each traffic signal control location shall be made as compliant as possible in accordance with the judgment of City staff.

Bus Stops

Currently the City has no permanent bus stops established. It will be attempted to construct any permanently designated bus stops to achieve compliance within all capital improvement projects. There may be limitations which make it technically infeasible for individual bus stop locations to achieve full accessibility within the scope of any project. Those limitations will be noted and those locations will remain on the transition plan. As future projects or opportunities arise, those locations shall continue to be incorporated into future work.

Regardless on if full compliance can be achieved or not, each bus stop location shall be made as compliant as possible in accordance with the judgment of City staff.

Other Transit Facilities

Additional transit facilities are present within the limits of City. Those facilities fall under the jurisdiction of Nobles County Joint Powers Transit Authority. The City of Worthington will work with the Nobles County Joint Powers Transit Authority to ensure that those facilities meet all appropriate accessibility standards.

Other policies, practices and programs

Policies, practices and programs not identified in this document will follow the applicable ADA standards.

Design Standards

The City of Worthington has PROWAG, as adopted by the Minnesota Department of Transportation (MnDOT), as its design standard. Current standards are available on MnDOT's website. Those standards in effect at the time of an improvement will be utilized to achieve ADA compliance.

Appendix G – Glossary of Terms

ABA: See Architectural Barriers Act.

ADA: See Americans with Disabilities Act.

ADA Transition Plan: Mn/DOT's transportation system plan that identifies accessibility needs, the process to fully integrate accessibility improvements into the Statewide Transportation Improvement Program (STIP), and ensures all transportation facilities, services, programs, and activities are accessible to all individuals.

ADAAG: See Americans with Disabilities Act Accessibility Guidelines.

Accessible: A facility that provides access to people with disabilities using the design requirements of the ADA.

Accessible Pedestrian Signal (APS): A device that communicates information about the WALK phase in audible and vibrotactile formats.

Alteration: A change to a facility in the public right-of-way that affects or could affect access, circulation, or use. An alteration must not decrease or have the effect of decreasing the accessibility of a facility or an accessible connection to an adjacent building or site.

Americans with Disabilities Act (ADA): The Americans with Disabilities Act; Civil rights legislation passed in 1990 and effective July 1992. The ADA sets design guidelines for accessibility to public facilities, including sidewalks and trails, by individuals with disabilities.

Americans with Disabilities Act Accessibility Guidelines (ADAAG): contains scoping and technical requirements for accessibility to buildings and public facilities by individuals with disabilities under the Americans with Disabilities Act (ADA) of 1990.

APS: See Accessible Pedestrian Signal.

Architectural Barriers Act (ABA): Federal law that requires facilities designed, built, altered or leased with Federal funds to be accessible. The Architectural Barriers Act marks one of the first efforts to ensure access to the built environment.

Capital Improvement Program (CIP): The CIP for the Transportation Department includes an annual capital budget and a five-year plan for funding the new construction and reconstruction projects on the county's transportation system.

Detectable Warning: A surface feature of truncated domes, built in or applied to the walking surface to indicate an upcoming change from pedestrian to vehicular way.

DOJ: See United States Department of Justice

Federal Highway Administration (FHWA): A branch of the US Department of Transportation that administers the federal-aid Highway Program, providing financial assistance to states to construct and improve highways, urban and rural roads, and bridges.

FHWA: See Federal Highway Administration

Pedestrian Access Route (PAR): A continuous and unobstructed walkway within a pedestrian circulation path that provides accessibility.

Pedestrian Circulation Route (PCR): A prepared exterior or interior way of passage provided for pedestrian travel.

PROWAG: An acronym for the *Guidelines for Accessible Public Rights-of-Way* issued in 2005 by the U. S. Access Board. This guidance addresses roadway design practices, slope, and terrain related to pedestrian access to walkways and streets, including crosswalks, curb ramps, street furnishings, pedestrian signals, parking, and other components of public rights-of-way.

Right-of-Way: A general term denoting land, property, or interest therein, usually in a strip, acquired for the network of streets, sidewalks, and trails creating public pedestrian access within a public entity's jurisdictional limits.

Section 504: The section of the Rehabilitation Act that prohibits discrimination by any program or activity conducted by the federal government.

Uniform Accessibility Standards (UFAS): Accessibility standards that all federal agencies are required to meet; includes scoping and technical specifications.

United States Access Board: An independent federal agency that develops and maintains design criteria for buildings and other improvements, transit vehicles, telecommunications equipment, and electronic and information technology. It also enforces accessibility standards that cover federally funded facilities.

United States Department of Justice (DOJ): The United States Department of Justice (often referred to as the Justice Department or DOJ), is the United States federal executive department responsible for the enforcement of the law and administration of justice.

COMMUNITY DEVELOPMENT MEMO

DATE: JUNE 8, 2020
TO: HONORABLE MAYOR AND CITY COUNCIL
SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

CASE ITEMS**1. PUBLIC HEARING - RESOLUTION SUPPORTING MINNESOTA INVESTMENT FUND APPLICATION (SWIFT PORK COMPANY)**

Swift Pork Company (“Swift”), owned by parent company JBS USA Holdings Inc., has submitted a request to the City of Worthington for incentives to support Project Ice, a \$30 million, 175,000-200,000 square foot freezer facility that will create approximately 70 new full-time positions ranging from \$17.05 to \$21.30 per hour, plus benefits. Swift is requesting up to \$450,000 from the Department of Employment and Economic Development (DEED) Minnesota Investment Fund (MIF) program in the form of a forgivable loan. The new freezer expansion will be capable of holding 25 million pounds of frozen product and 2.5 million pounds of fresh product. This will increase Swift’s capacity to produce more value added and retail ready products in the future.

The proposed site for the expansion is currently zoned “M-2” – Industrial and the Comprehensive Plan identifies the site for “Special Industrial” land uses. The Plan specifically seeks to provide adequate land for the future needs of Swift Pork Company. The location of the proposed expansion conforms to the City’s Comprehensive Plan and Zoning Ordinance that specifically identified providing for expansion at this location. The City’s Comprehensive Plan has identified goods and services, jobs, and tax base as the economic objectives of the community. The construction of the proposed facility that will create new jobs and add tax base to the community, two goals outlined in the City’s Comprehensive Plan. Further, JBS would be able to utilize the new freezer facility to alleviate a shortage of freezer storage space in the region.

If approved by DEED, the City will enter a grant contract with DEED where DEED will award a \$450,000 grant to the City’s Revolving Loan Fund (RLF) to be utilized for a forgivable loan to Swift. The City will work with Ehlers Inc. and Dorsey and Whitney to draft loan documents between the City and Swift outlining the requirements for forgiveness. The funds will be disbursed to the City’s RLF upon receipt of Swift’s expenses to DEED. As the loan terms for forgiveness are satisfied, the loan to Swift will be forgiven. The City will collect up to 3% of the loan amount for administrative costs incurred with Ehlers and Dorsey. City staff will be responsible for submitting annual reports to DEED to document compliance with the terms of the loan agreement.

A proposed resolution supporting Swift’s application to DEED is shown in Exhibit 1A. A full copy of the application and required submittals can be reviewed upon request at City Hall. Council is requested to consider passing the resolution shown in Exhibit 1A, approving the application to DEED, and authorizing the Mayor and City Clerk to execute

the application documents, all to further the economic development goals of the City as outlined in its Comprehensive Plan.

Upon conclusion of a public hearing on the matter, Council action is requested.

2. RESOLUTION SUPPORTING JOB CREATION FUND APPLICATION (SWIFT PORK COMPANY)

Swift Pork Company (“Swift”), owned by parent company JBS USA Holdings Inc., has submitted a request to the City of Worthington for incentives to support Project Ice, a \$30 million, 175,000-200,000 square foot freezer facility that will create approximately 70 new full-time positions ranging from \$17.05 to \$21.30 per hour, plus benefits. Swift is requesting up to \$550,000 from the DEED Job Creation Fund (JCF) program. The new freezer expansion will be capable of holding 25 million pounds of frozen product and 2.5 million pounds of fresh product. This will increase Swift’s capacity to produce more value added and retail ready products in the future.

The proposed site for the expansion is currently zoned “M-2” – Industrial and the Comprehensive Plan identifies the site for “Special Industrial” land uses. The Plan specifically seeks to provide adequate land for the future needs of Swift Pork Company. The location of the proposed expansion conforms to the City’s Comprehensive Plan and Zoning Ordinance that specifically identified providing for expansion at this location. The City’s Comprehensive Plan has identified goods and services, jobs, and tax base as the economic objectives of the community. The construction of the proposed facility that will create new jobs and add tax base to the community, two goals outlined in the City’s Comprehensive Plan. Further, JBS would be able to utilize the new freezer facility to alleviate a shortage of freezer storage space in the region.

DEED requires applicants to work with a local unit of government in applying for JCF assistance. After passing a resolution in support of the project and the application, the local unit of government is required to submit the application on behalf of the business to the State of Minnesota. If Swift is awarded JCF assistance by DEED, Swift will enter into a loan agreement with DEED. The business will be required to provide annual reports detailing job creation and wage information to DEED to document compliance with the terms of the agreement. The local unit of government is required to assist the business with these yearly reports and payment requests to DEED. If the employer meets the job creation and wage goals outlined in their subsidy agreement, DEED will disburse funds to the business annually.

A proposed resolution supporting Swift’s application to DEED is shown in Exhibit 2A. A full copy of the application and required submittals can be reviewed upon request at City Hall. Council is requested to consider passing the resolution shown in Exhibit 2A, approving the application to DEED, and authorizing the Mayor and City Clerk to execute the application documents, all to further the economic development goals of the City as outlined in its Comprehensive Plan.

Council action is requested.

3. PRELIMINARY PLAT – GLENWOOD HEIGHTS SECOND ADDITION (CITY OF WORTHINGTON)

The City of Worthington submitted an application for a Preliminary Plat of a residential subdivision to be known as Glenwood Heights 2nd Addition on a 51.45-acre tract of land the City owns located west and mainly north of an extension of Sutherland Drive. The plat would create twenty-eight (28) lots intended for residential development and ten (10) Outlots, of which one (1) will likely be subdivided in the future for additional residential lots. The legal description of the property under consideration is as follows:

That part of the Northeast Quarter of Section 28, Township 102 North, Range 40 West, Nobles County, Minnesota, described as:
Commencing at the Northeast corner of said Section 28; thence South 89 degrees 22 minutes 48 seconds West, (Minnesota County Coordinate System - Nobles County Zone - HARN NAD83 - 1996), along the north line of the Northeast Quarter of said Section 28, a distance of 885.79 feet; thence South 00 degrees 39 minutes 16 seconds East, a distance of 856.00 feet to an iron monument located on the west right-of-way line of South Crailsheim Road (County State Aid Highway No. 10); thence continuing South 00 degrees 39 minutes 16 seconds East, a distance of 450.96 feet to the northeasterly corner of Glenwood Heights First Addition, according to the plat thereof on file and of record with the Nobles County Recorder, Minnesota; thence South 89 degrees 20 minutes 44 seconds West, along the northerly line of said Glenwood Heights First Addition, a distance of 219.69 feet; thence North 45 degrees 39 minutes 16 seconds West, along said northerly line, a distance of 459.69 feet to the most northerly corner of said Glenwood Heights First Addition, said point being the point of beginning; thence South 44 degrees 20 minutes 44 seconds West, along said northerly line, a distance of 130.00 feet; thence South 19 degrees 15 minutes 07 seconds West, along said northerly line, a distance of 77.30 feet; thence South 42 degrees 53 minutes 58 seconds West, along said northerly line, a distance of 93.17 feet; thence South 57 degrees 21 minutes 04 seconds West, along said northerly line, a distance of 142.63 feet to the northwesterly corner of said Glenwood Heights First Addition; thence South 18 degrees 09 minutes 16 seconds East, along the westerly line of said Glenwood Heights First Addition, a distance of 130.84 feet; thence South 09 degrees 25 minutes 19 seconds West, along said westerly line, a distance of 78.97 feet; thence South 18 degrees 09 minutes 16 seconds East, along said westerly line, a distance of 132.99 feet; thence North 66 degrees 50 minutes 00 seconds East, along said westerly line, a

distance of 185.98 feet; thence North 60 degrees 45 minutes 04 seconds East, along said westerly line, a distance of 164.63 feet; thence South 32 degrees 17 minutes 32 seconds East, along said westerly line, a distance of 120.25 feet; thence South 16 degrees 24 minutes 31 seconds East, along said westerly line, a distance of 72.67 feet; thence South 20 degrees 40 minutes 38 seconds East, along said westerly line, a distance of 156.13 feet; thence South 00 degrees 39 minutes 16 seconds East, along said westerly line, a distance of 713.27 feet to the southwesterly corner of said Glenwood Heights First Addition; thence South 88 degrees 59 minutes 50 seconds West, along the westerly extension of the southerly line of said Glenwood Heights First Addition, a distance of 107.17 feet; thence South 00 degrees 13 minutes 12 seconds East, a distance of 120.01 feet to the southeast corner of the West Half of the Northeast Quarter of said Section 28; thence South 88 degrees 59 minutes 15 seconds West, along the East - West center line of said Section 28, a distance of 1325.82 feet to the Center of said Section 28; thence North 00 degrees 25 minutes 04 seconds West, along the North - South center line of said Section 28, a distance of 1775.28 feet to the southwest corner of the North 856.00 feet of the Northeast Quarter of said Section 28; thence North 89 degrees 22 minutes 48 seconds East, along the south line of the North 856.00 feet of the Northeast Quarter of said Section 28, a distance of 1085.48 feet to the point of intersection with a line which bears North 45 degrees 39 minutes 16 seconds West from the point of beginning; thence South 45 degrees 39 minutes 16 seconds East, a distance of 178.64 feet to the point of beginning. Containing 51.45 acres.

The Planning Commission considered the application at its June 2, 2020 meeting. After holding a public hearing, the Commission voted unanimously to adopt the required findings for approval of a subdivision request and recommend the City Council approve the preliminary plat subject to the following conditions:

1. Outlots A through H are conveyed to abutting property owners;
2. The legal description be updated to say "South Crailsheim Road" instead of "Crailsheim Drive".
3. The defined wetlands on the plat are either left in place or are mitigated in compliance with state and federal requirements; and
4. The preliminary plat and all improvements associated with it follow all local, state and federal regulations.

The Commission's recommendation was based on the following considerations:

Most of the property for this preliminary plat was officially annexed into the City on May 15, 2020. This was accomplished through a joint resolution with the Worthington Township Board. An aerial of the proposed preliminary plat from 2017 is shown in Exhibit 1A. A feasibility report on the Glenwood Heights 2nd Addition Residential Development was completed by the consulting firm Bolton and Menk in April 2020 and pieces of the report can be found in Exhibit 1E. The full report can be found at the following: <http://www.ci.worthington.mn.us/sites/default/files/docs-forms/Glenwood%20Hghts%202%20Feasibility%20Report%20.pdf>

There are certain things to look for when considering a preliminary plat subdivision. Things like the best use of the land, location of streets, sidewalks, utilities, drainage, lot sizes and arrangements as well as any public uses that may be incorporated into the plat should be considered. Planning Commission and City Council shall find the following things before approval of a subdivision:

1. All the applicable provisions of the city code are complied with.

The property is mostly zoned “R-1” except for a small chunk of “R-2” on the southern side of Sutherland Drive. The preliminary plat can be seen in Exhibit 1B. All lots in the preliminary plat meet the required minimum lot size and width for “R-1” (7,500 sq. ft. lot area, 75 ft. lot width) and “R-2” (6,000 sq. ft. lot area and 60 ft. lot width) districts except for Outlots A through H. City Code Section 154.34 (B) states that “*Lot remnants which are below minimum lot area or dimension must be added to adjacent or surrounding lots rather than to be allowed to remain as an unsuitable outlet or parcel unless the subdivider can show acceptable plans for the future use of some remnants*”. The subdivider has provided to convey Outlots A-H to abutting property owners and thereby meets this requirement. The preliminary plat meets all other applicable provisions of the City Code Subdivision Regulations in Chapter 154 regarding Streets, Blocks, Lots and Easements. It has the required 70-foot minimum width for roads, blocks are less than 1,320 feet between street lines, and the proposed plat has the required 10-foot easements for utilities.

2. The proposed subdivision will not be detrimental to the present and potential surrounding land uses.

The proposed subdivision consists of mainly subdividing for Single Family Homes while allowing for possible duplexes or townhomes on the Southern Side of Sutherland Drive. These uses would not be detrimental to the area that already contains single-family homes and will likely will have additional future single-family homes in the same general area. An aerial view from 2017 can be

seen in Exhibit 1A. The current uses around the proposed development are the following:

East: Single Family Homes

West: Agricultural Fields

North: Single Family Homes on Acreage

South: Agricultural Fields

3. The area surrounding the subdivision can be planned and developed in coordination and compatibility with the proposed subdivision.

The preliminary plat subdivision does leave room for other subdivisions to be planned around it as extensions of roads off Sutherland Drive and Aspen Drive along with a possible road to the west of Outlot J to the north that could serve other development. There is also a planned sewer and water extensions that will be able to serve development to the North and South of the proposed development. In addition to this, the proposed subdivision will be able to handle current stormwater from upstream of the subdivision.

4. The subdivision is in conformance with the Future Land Use and Thoroughfare Plan

The proposed subdivision is located in what is known as the Future Residential Growth Area in the City's Comprehensive Plan as shown in Exhibit 1C. This area is intended to continue residential growth on the west side of the City. The comprehensive plan indicates that a logical development pattern is to continue the low-density residential development pattern as shown in Exhibit 1D. It also indicated more planning should be considered in the area for different housing types or neighborhood commercial uses along with a possible public greenway along drainage systems. The proposed single family and possibly two-family lots are in conformance with the Future Land Use Plan.

5. The subdivision preserves and incorporates the site's important natural features, whenever possible

The proposed subdivision is incorporating some of the existing Wetlands into the property. The site has been previously used for farming purposes and there are no other important natural features on the property that staff is currently aware of. The subdivision is incorporating the site's natural features where possible.

6. All land intended for building sites can be used safely without endangering the residents by peril from floods, erosion, continuously high-water table, severe soil conditions or other menace

The proposed subdivision lots are not in the floodplain and are in Zone X, which is the minimal risk area outside the 1 percent and .2 percent annual chance floodplains. In the feasibility report in Appendix B, a Geotechnical Report was prepared in January of this year for the site. It was found that the site has underlying non-organic natural soils that could support residential building construction as shown in Exhibits 1E-1 and 1E-2. It also mentioned that this site was prone to perched water and therefore some houses may require sump pumps to avoid water in potential basements.

7. The subdivision can be economically served with public facilities and services

The proposed subdivision can be economically served by public facilities and services including roads, water, sewer and electric service that connect to existing services to the east without long expansions in-between proposed lots. Proposed water, sewer and stormwater lines can be seen in the feasibility report in Exhibits 1E-3, 1E-4 and 1E-5.

In addition to these findings, the proposed subdivision will have City sewer and water available to it and it adjoins an existing subdivision (Glenwood Heights 1st Addition) and therefore is not considered scattered development.

Should Council concur with the findings of the Planning Commission, it may approve the requested preliminary plat by motion. Minnesota State Statute does require that any Council member voting against the land use application must state for the record their reason(s) for denial.

Council action is requested.

4. CITY OF WORTHINGTON WORKFORCE HOUSING PROGRAM REQUIREMENTS AMENDMENT

In November 2008, the Worthington City Council established a Workforce Housing program with funds from a previous tax increment financing district that has successfully created home ownership opportunities for individuals and families whose incomes do not exceed 80% of the current area median income. The original program was amended in

April 2012 and the current program and its policies is shown in Exhibit 4A. The current income guidelines as defined the policy are shown in Exhibit 4B and the current balance of the program funds are shown in Exhibit 4C. In the end of the Implementation section, the policy states the following: “The sale price of the home shall not exceed \$237,031.” Any home whose sale price is higher than \$237,031 is not eligible for this program and no provision was included for inflation within the policy as established in 2008 or amended in 2012.

Staff has received an inquiry from the Southwest Minnesota Housing Partnership (the “Partnership”) regarding the construction of two single-family homes. One is a 4-bedroom, 2 bath split foyer with an attached double garage and the proposed sale price is \$264,000. If the Partnership can use TIF workforce housing assistance, the buyer’s cost will be reduced to \$239,298.81. The second is a 3-bedroom, 2 bath slab on grade house with an attached double garage and the proposed sale price is \$260,500. If the Partnership can use TIF workforce housing assistance, the buyer’s cost will be reduced to \$235,798.81. The Partnership is requesting the City Council to consider raising the sale price limit established in the City’s Workforce Housing Program policy.

Staff finds that the costs of residential construction have risen steadily since the program was established in 2008, including a 5% increase in costs in 2018 alone. Therefore, staff finds that some increase in the ceiling of the sale price is appropriate to ensure the continued effectiveness of the program. Staff also finds that tying the ceiling to an index that will keep pace with construction costs, whether increasing or decreasing, would prevent the Council from needing to continually revisit the program’s requirements. Staff finds that tying the maximum sale price to the United States Department of Agriculture (USDA) Rural Development (RD) Single Family Housing – Area Loan Limits for Nobles County shown in Exhibit 4D would meet the original spirit and intent of the program and increase its efficiency and effectiveness moving forward. The original limit established in 2008 was \$237,031 and the current USDA RD limit for Single Family Housing – Area Loan Limits for Nobles County is \$265,400. Staff is requesting Council to consider an amendment of the program that would have the effect of the modified program policy shown in Exhibit 4E.

Council action is requested.

**CITY OF WORTHINGTON
NOBLES COUNTY
RESOLUTION NO. _____**

**RESOLUTION SUPPORTING AN APPLICATION FOR THE MINNESOTA
INVESTMENT FUND BY SWIFT PORK COMPANY**

BE IT RESOLVED that the City of Worthington act as the legal sponsor for the project contained in the Minnesota Investment Fund Application to be submitted on or about June 8, 2020 and that the Mayor and City Clerk are hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of City of Worthington.

BE IT FURTHER RESOLVED that City of Worthington has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to administer the proposed project.

BE IT FURTHER RESOLVED that City of Worthington has not violated any Federal, State, or local laws pertaining to fraud, bribery, kickbacks, collusion, conflict of interest of other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of its application by the State, the City of Worthington may enter into a Grant Contract with the State of Minnesota for the approved project, and that City of Worthington certifies that it will comply with all applicable laws, statutes, regulations, and rules as stated in the Grant Contract and described in the Project Compliance Certification of the Application.

AS APPLICABLE, BE IT FURTHER RESOLVED that City of Worthington has obtained credit reports and credit information on Swift Pork Company. Upon review by City of Worthington and Flynn & Riordan PLLC, no adverse findings or concerns regarding, but not limited to, tax liens, judgements, court actions, and filings with state, federal, and other regulatory agencies were identified. Failure to disclose any such adverse information could result in revocation or other legal action.

NOW, THEREFORE BE IT RESOLVED that the Mayor and City Clerk, or their successors in office, are hereby authorized to execute the Grant Contract and amendments, thereto, as are necessary to implement the project on behalf of the City of Worthington.

I certify that the above resolution was adopted by the City Council of City of Worthington on June 8, 2020.

Dated June 8, 2020

(SEAL)

Mike Kuhle, Mayor

ATTEST:

Melinda L. Eggers, City Clerk

**CITY OF WORTHINGTON, MINNESOTA
NOBLES COUNTY
RESOLUTION NO. _____**

**RESOLUTION REGARDING THE SUPPORT OF A JOB CREATION FUND
APPLICATION IN CONNECTION WITH SWIFT PORK COMPANY**

WHEREAS, the City of Worthington, Minnesota (the “City”), desires to assist Swift Pork Company, an animal protein processor, which is proposing to construct a facility in the City; and,

WHEREAS, the City of Worthington understands that Swift Pork Company, through and with the support of the City, intends to submit to the Minnesota Department of Employment and Economic Development an application for an award and/or rebate from the Job Creation Fund Program; and,

WHEREAS, the City of Worthington held a city council meeting on June 8, 2020 to consider this matter.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Worthington, Minnesota, that after due consideration, the Mayor and Clerk of the City of Worthington, Minnesota, hereby adopts the following findings of fact related to the project proposed by Swift Pork Company and its application for an award and/or rebate from the Job Creation Fund Program and express their approval.

The City Council hereby finds and adopts the reasons and facts supporting the following findings of fact for the approval of the Job Creation Fund Program application:

1. Finding that the project is in the public interest because it will encourage the growth of commerce and industry, prevent the movement of current or future operations to locations outside Minnesota, result in increased employment in Minnesota, and preserve or enhance the state and local tax base.

JBS is considering constructing a new freezer facility as part of this location, resulting in new net headcount growth of approximately 70 full-time employees and \$30 million in facility investment. By expanding its functions to include a significant freezer expansion, the Worthington facility will continue to provide new opportunities for area residents and support the local economy. Further, JBS would be able to utilize the new freezer facility to alleviate a shortage of freeze space in the region.

For this freezer project, JBS has operations in Illinois that is under consideration to host the facility. The Illinois operations are more centrally located to the rest of the pork processing chain than Minnesota. Receiving support from DEED for the project would aid JBS’s decision in selecting Minnesota over the Illinois facility.

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

JBS's internal capital decisions are driven by per unit production costs among its facilities. The costs included in per unit production include labor costs, equipment costs, facility and equipment condition, suppliers, raw materials distance, overall production capacity and process, and the transportation of finished product.

For this freezer project, JBS has operations in Illinois that is under consideration to host the facility. The Illinois operations are more centrally located to the rest of the pork processing chain than Minnesota. Receiving support from DEED for the project would aid JBS's decision in selecting Minnesota over the Illinois facility.

3. Finding that the proposed project conforms to the general plan for the development or redevelopment of the City as a whole.

The City's Comprehensive Plan has identified goods and services, jobs, and tax base as the economic objectives of the community. The proposed site for the expansion is currently zoned "M-2" – Industrial and the Comprehensive Plan identifies the site for "Special Industrial" land uses. The Plan specifically seeks to provide adequate land for the future needs of Swift Pork Company.

The construction of a \$30 million facility that will create approximately 70 new jobs achieves the stated goals of adding jobs and tax base to the community. The location of the proposed expansion conforms to the City's Comprehensive Plan and Zoning Ordinance that specifically identified providing for expansion at this location.

4. Finding that the proposed project will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the redevelopment or development of the project by private enterprise.

In addition to conforming to the City's Comprehensive Plan and Zoning Ordinance, the proposed project will create 68 new jobs ranging from \$17.05 per hour to \$21.30 per hour plus benefits. Swift Pork Company will also be required to post their employment opportunities on www.minnesotaworks.net and will pay prevailing wages to workers employed in its construction, both of which would not be required of a private enterprise constructing a similar project without State of Minnesota assistance.

The motion for the adoption of the foregoing resolution was made by Council Member _____ and duly seconded by Council Member _____, and upon roll call voting being taken thereon, the following voted in favor thereof: _____, _____,

_____, _____, _____, and the following voted against the same:
_____.

Dated June 8, 2020

(SEAL)

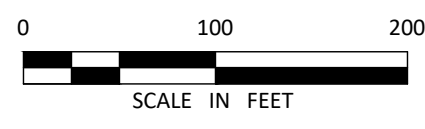
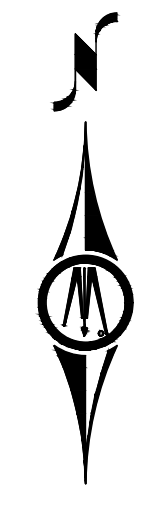
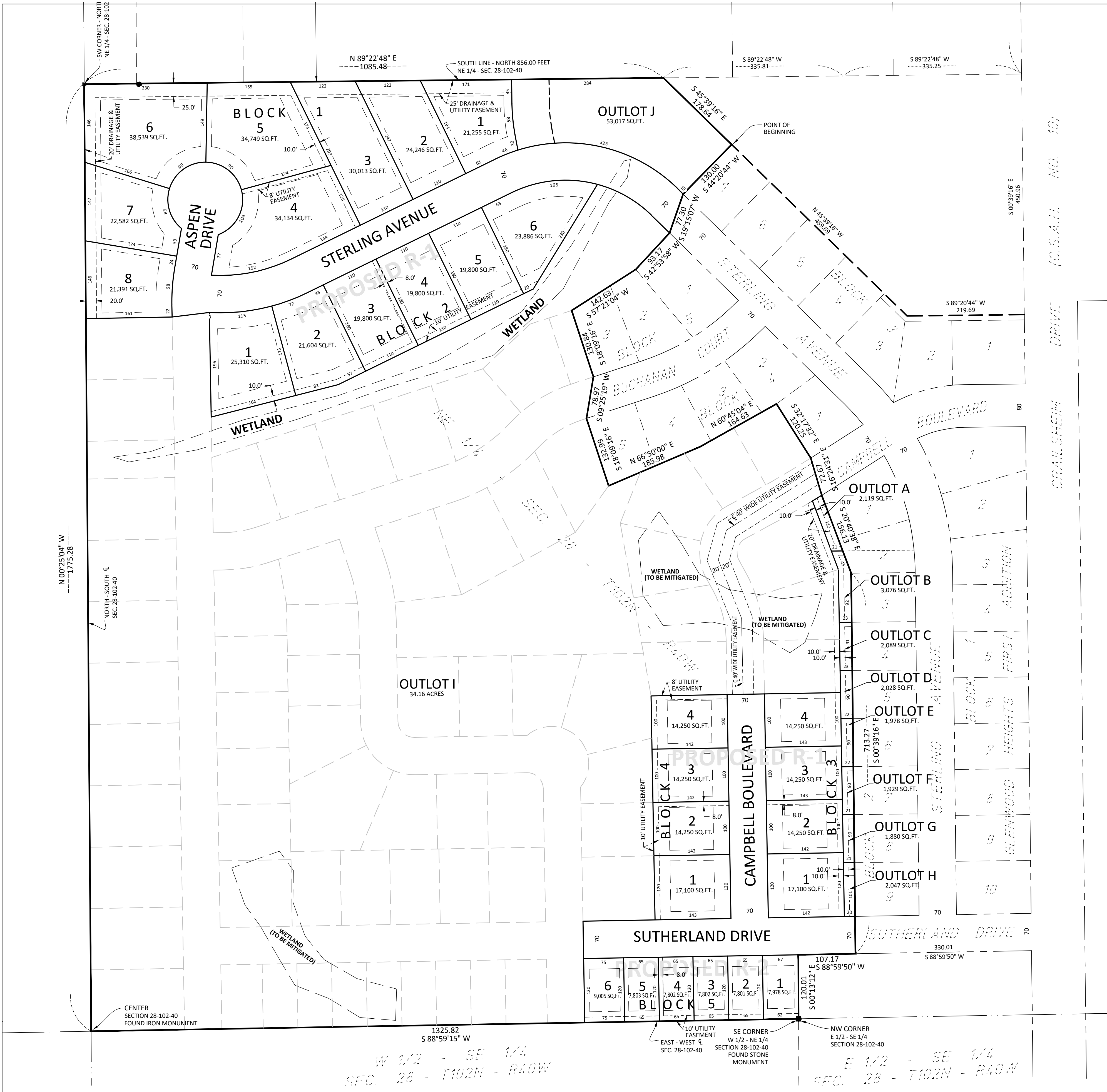
Mike Kuhle, Mayor

ATTEST:

Melinda L. Eggers, City Clerk



Exhibit 3A



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

UTILITY & SITE DATA

All Zoning and Setback information was obtained from the City of Worthington Code. For detailed zoning information and specific interpretation of code requirements, contact the City of Worthington.

ZONING:
Subject property - T, Transitional District
Proposed Re-zone to R-1 & R-2, Residential Districts

R-1 SETBACKS:
Front
Main and Accessory Building 30 feet
Street Side
Main and Accessory Building 15 feet
Side
Main and Accessory Buildings 10 feet
Rear
Main and Accessory Building 30 feet

Lot Area (minimum) = 7,500 sq.ft.
Lot Width (minimum) = 75 feet
Maximum Ground Coverage = 30% by all structures

R-2 SETBACKS:
Front
Main and Accessory Building 20 feet
Street Side
Main and Accessory Buildings 10 feet
Side
Main and Accessory Buildings 8 feet
Rear
Main and Accessory Building 20 feet

Lot Area (minimum) = 6,000 sq.ft.
Lot Width (minimum) = 60 feet
Maximum Ground Coverage = 30% by all structures

LEGAL DESCRIPTION

That part of the Northeast Quarter of Section 28, Township 102 North Range 40 West, Nobles County, Minnesota, described as:

Commencing at the Northeast corner of said Section 28; thence South 89 degrees 22 minutes 48 seconds West, (Minnesota County Coordinate System - Nobles County Zone - HARN NAD83 - 1996), along the north line of the Northeast Quarter of said Section 28, a distance of 855.00 feet; thence South 00 degrees 39 minutes 16 seconds East, a distance of 855.00 feet to an iron monument located on the west right-of-way line of Craikshiem Drive (County State Aid Highway No. 10); thence continuing South 00 degrees 39 minutes 16 seconds East, a distance of 450.96 feet to the northeasterly corner of Glenwood Heights First Addition, according to the plat thereof on file and of record with the Nobles County Recorder, Minnesota; thence South 89 degrees 20 minutes 44 seconds West, along the northerly line of said Glenwood Heights First Addition, a distance of 219.69 feet; thence North 45 degrees 39 minutes 16 seconds West, along said northerly line, a distance of 459.69 feet to the most northerly corner of said Glenwood Heights First Addition, said point being the point of beginning; thence South 44 degrees 20 minutes 44 seconds West, along said northerly line, a distance of 130.00 feet; thence South 19 degrees 15 minutes 07 seconds West, along said northerly line, a distance of 77.30 feet; thence South 42 degrees 53 minutes 58 seconds West, along said northerly line, a distance of 93.17 feet; thence South 57 degrees 21 minutes 04 seconds West, along said northerly line, a distance of 142.63 feet to the northeasterly corner of said Glenwood Heights First Addition; thence South 18 degrees 09 minutes 16 seconds East, along the westerly line of said Glenwood Heights First Addition, a distance of 130.84 feet; thence South 09 degrees 25 minutes 19 seconds West, along said westerly line, a distance of 78.97 feet; thence South 18 degrees 09 minutes 16 seconds East, along said westerly line, a distance of 132.99 feet; thence North 66 degrees 50 minutes 00 seconds East, along said westerly line, a distance of 185.98 feet; thence North 60 degrees 45 minutes 04 seconds East, along said westerly line, a distance of 164.63 feet; thence South 32 degrees 17 minutes 32 seconds East, along said westerly line, a distance of 120.25 feet; thence South 16 degrees 24 minutes 31 seconds East, along said westerly line, a distance of 72.67 feet; thence South 20 degrees 40 minutes 38 seconds East, along said westerly line, a distance of 156.13 feet; thence South 00 degrees 39 minutes 16 seconds East, along said westerly line, a distance of 713.27 feet to the southwesterly corner of said Glenwood Heights First Addition; thence South 88 degrees 59 minutes 50 seconds West, along the westerly extension of the southerly line of said Glenwood Heights First Addition, a distance of 107.17 feet; thence South 00 degrees 13 minutes 12 seconds East, a distance of 120.01 feet to a stone monument designating the southeast corner of the West Half of the Northeast Quarter of said Section 28; thence South 88 degrees 59 minutes 15 seconds West, along the East - West center line of said Section 28, a distance of 1325.82 feet to the Center of said Section 28; thence North 00 degrees 25 minutes 04 seconds West, along the North - South center line of said Section 28, a distance of 1775.28 feet to the southwest corner of the North 856.00 feet of the Northeast Quarter of said Section 28; thence North 89 degrees 22 minutes 48 seconds East, along the south line of the North 856.00 feet of the Northeast Quarter of said Section 28, a distance of 1085.48 feet to the point of intersection with a line which bears North 45 degrees 39 minutes 16 seconds West from the point of beginning; thence South 45 degrees 39 minutes 16 seconds East, a distance of 178.64 feet to the point of beginning. Containing 51.45 acres.

**FIGURE 2
PRELIMINARY PLAT**

**SUBJECT PROPERTY
51.45 ACRES**

SURVEYOR'S CERTIFICATION
I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Surveyor under the laws of the State of Minnesota.
Joseph H. Haefner
Joseph H. Haefner
License Number 43909
Date 01/22/2020

GLENWOOD HEIGHTS SECOND ADDITION

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

PART OF SECTION 28, TOWNSHIP 102 NORTH
RANGE 40 WEST, NOBLES COUNTY, MN
FOR: CITY OF WORTHINGTON



SUBJECT PROPERTY (APPROX.)

Land Use Plan Categories

Low Density Residential (up to 6 units/acre)	Neighborhood Commercial	Business Flex Overlay
Medium Density Residential (up to 12 units/acre)	Community Commercial	Commercial/Industrial Reserve
High Density Residential (7 or more units/acre)	Highway Commercial	Railroad
Downtown Mixed Use	Business Park	Park/Open Space
Downtown Core	General Industrial	Public/Semi-Public
	Special Industrial	Future Residential Growth Areas

Note: The available base mapping data does not include the entire extent of the city limits. For land use planning purposes, Worthington Regional Airport and the Industrial Waste Water Treatment Plant are considered Public.

Exhibit 3C

west. A collector/arterial capacity street enhances movement options in this area. The connection with Oxford would provide the opportunity to define a good pedestrian and bike crossing for students seeking school and recreational facilities.

- Continued development increases the need for a neighborhood scale park in the District. The existing park (Kelly) is not adequate in size or facilities. A new park could be sited and developed in conjunction with a future development project.
- Traffic along Oxford and Diagonal may place stress on adjacent residential property. Monitoring of these conditions will determine steps needed to maintain viable development patterns in these locations.

Western Growth

This area services as the primary location for new residential growth. The Plan for this District represents an extension of existing development trends. The majority of the District is designated as a Future Residential Growth Area. This status indicates the anticipated land use but also points to the need for further planning prior to development. A logical development pattern would be to continue the low density residential development pattern. The Plan would support this from the standpoint of land use classification. Because this area will take many years to build out, other residential housing types or neighborhood commercial uses may be appropriate. The Plan will need to be modified to reflect these uses if they are determined to be desirable and appropriate for the area.

With slow growth, there is a tendency to make incremental development decisions as land is platted. The successful development of this area requires a more proactive approach. Among the issues that should be studied prior to development are:

- Designation and design of collector street system to connect neighborhood streets with Oxford and Crailsheim.
- Potential for public greenway along existing drainage/creek systems.
- Future facility and student housing needs of Minnesota West.
- Ability to integrate an area of commercial use to serve west side neighborhoods.



Western Growth District



Figure 2-15
Land Use Plan - Western Growth District

City of Worthington
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We refer you to the standard sheet entitled “Exploration/Classification Methods” for details on the drilling and the sampling methods, and the water level measurement methods. Data sheets concerning the Unified Soils Classification System, the descriptive terminology, and the symbols used on the boring logs are also attached.

The test boring locations are shown on Figure 2. The boring locations and surface elevations shown on the logs were provided by Bolton & Menk personnel.

3.0 Conditions Encountered

3.1 Soils

The site geology consists of existing fill and topsoil underlain by sandy lean clay, glacial till.

The surficial fill/topsoil layer was about 1½’ to 7’ deep at the boring locations. The fill and topsoil consisted of black, lean clay with numerous visible organics.

The main geologic deposit encountered at the site consisted of sandy lean clay, glacial till. The upper portion of till was somewhat weathered. The till varied in color from brown nearer the surface to gray at depth. Additionally, the till contained some gravel and numerous lenses and layers of sand. The consistency of the till varied from firm to stiff.

3.2 Groundwater

No ground water entered the boreholes at the time of drilling. Because the profile is slow draining clay, it would take an extended time period to establish whether the hydrostatic groundwater level is within the bored depth. Water may appear with time. Also, the site is prone to perched water conditions.

The depth or lack of subsurface water noted at the boring locations should not be taken as an accurate representation of the actual subsurface water levels. A long period of time is generally required for groundwater to stabilize in the impermeable soils generally present at the site; this period of time is generally not available during a typical subsurface exploration program.

The surface level in the nearby Lake Okabena could be expected to affect the subsurface water levels present at the site.

City of Worthington
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AET #13-20454

4.0 Geotechnical Review

The existing fill soils and topsoil should not be considered suitable for foundation or floor slab support. After removal of the topsoil and existing fill soils, the underlying non-organic natural soils encountered at the soil boring locations should be considered capable of supporting the assumed residential building construction.

5.0 Additional Exploration and Review

We have not been authorized at this time to provide specific foundation and earthwork recommendations. We recommend additional soil borings be performed and completion of a full Geotechnical Engineering report for the project site. As additional project details become available, please contact us for specific design recommendations.

6.0 Limitations

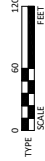
Within the limitations of scope, budget, and schedule, our services have been conducted according to generally accepted geotechnical engineering practices at this time and location. Other than this, no warranty, either expressed or implied, is intended.

Important information regarding risk management and proper use of this report is given in the attached sheet entitled “Geotechnical Report Limitations and Guidelines for Use”.



FIGURE 3A
PRELIMINARY GRADING & DRAINAGE PLAN
 03/02/2020

GLENWOOD HEIGHTS SECOND ADDITION
 WORTHINGTON, MINNESOTA



LEGEND

- FB FULL BASEMENT LOT
- WO WALKOUT LOT
- LO LOOKOUT LOT
- SLO SIDE-LOOKOUT LOT
- X-1605.00 PROPOSED SPOT ELEVATION
- 1605.00 EXISTING CONTOUR
- PHASE 1 GRADING LIMITS
- PROPOSED DRAINAGE DIRECTION
- PROPOSED ON-SITE BORROW AREAS
- EXISTING DELINEATED WETLANDS
- PROPOSED WETLAND FILLING
- PROPOSED WETLAND GRADING
- EMERGENCY OVERTLOW SWALE
- PROPOSED PHASE 1 STORM SEWER
- PROPOSED FUTURE STORM SEWER
- EXISTING STORM SEWER



Exhibit 3E-3



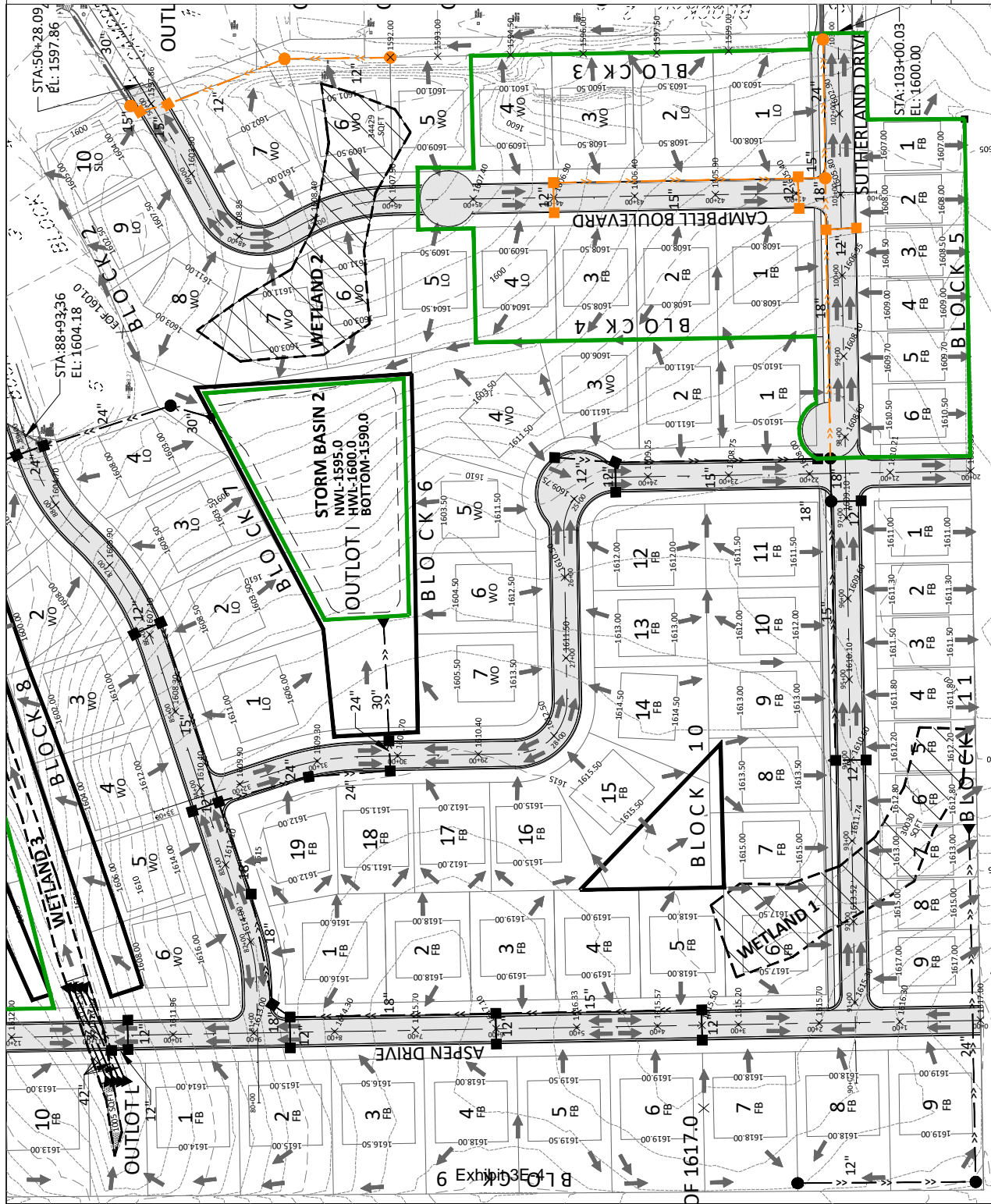
FIGURE 3B
PRELIMINARY GRADING & DRAINAGE PLAN
 03/02/2020

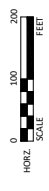
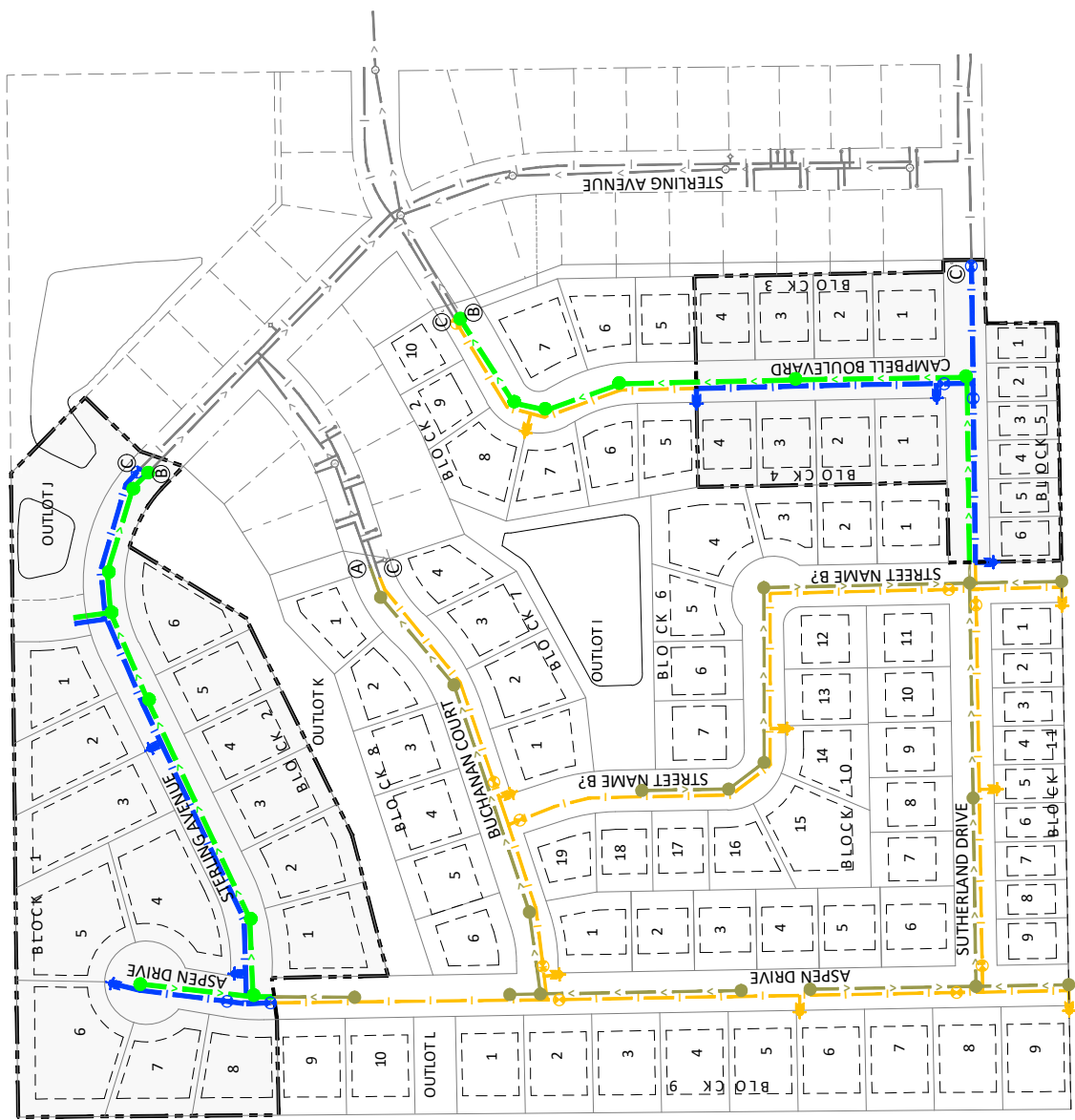
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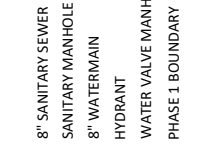


LEGEND:

EXISTING



PROPOSED



NOTES:

- (A) CONNECT TO EXISTING SANITARY SEWER MANHOLE
- (B) CONNECT TO EXISTING SANITARY SEWER STUB
- (C) CONNECT TO EXISTING WATERMAIN



FIGURE 6
PRELIMINARY SANITARY SEWER AND WATER PLAN
01/28/2020

GLENWOOD HEIGHTS SECOND ADDITION
PARCELS 15-18, 20-22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 54, 56, 58, 60, 62, 64, 66, 68, 70, 72, 74, 76, 78, 80, 82, 84, 86, 88, 90, 92, 94, 96, 98, 100, 102, 104, 106, 108, 110, 112, 114, 116, 118, 120, 122, 124, 126, 128, 130, 132, 134, 136, 138, 140, 142, 144, 146, 148, 150, 152, 154, 156, 158, 160, 162, 164, 166, 168, 170, 172, 174, 176, 178, 180, 182, 184, 186, 188, 190, 192, 194, 196, 198, 200, 202, 204, 206, 208, 210, 212, 214, 216, 218, 220, 222, 224, 226, 228, 230, 232, 234, 236, 238, 240, 242, 244, 246, 248, 250, 252, 254, 256, 258, 260, 262, 264, 266, 268, 270, 272, 274, 276, 278, 280, 282, 284, 286, 288, 290, 292, 294, 296, 298, 300, 302, 304, 306, 308, 310, 312, 314, 316, 318, 320, 322, 324, 326, 328, 330, 332, 334, 336, 338, 340, 342, 344, 346, 348, 350, 352, 354, 356, 358, 360, 362, 364, 366, 368, 370, 372, 374, 376, 378, 380, 382, 384, 386, 388, 390, 392, 394, 396, 398, 400, 402, 404, 406, 408, 410, 412, 414, 416, 418, 420, 422, 424, 426, 428, 430, 432, 434, 436, 438, 440, 442, 444, 446, 448, 450, 452, 454, 456, 458, 460, 462, 464, 466, 468, 470, 472, 474, 476, 478, 480, 482, 484, 486, 488, 490, 492, 494, 496, 498, 500, 502, 504, 506, 508, 510, 512, 514, 516, 518, 520, 522, 524, 526, 528, 530, 532, 534, 536, 538, 540, 542, 544, 546, 548, 550, 552, 554, 556, 558, 560, 562, 564, 566, 568, 570, 572, 574, 576, 578, 580, 582, 584, 586, 588, 590, 592, 594, 596, 598, 600, 602, 604, 606, 608, 610, 612, 614, 616, 618, 620, 622, 624, 626, 628, 630, 632, 634, 636, 638, 640, 642, 644, 646, 648, 650, 652, 654, 656, 658, 660, 662, 664, 666, 668, 670, 672, 674, 676, 678, 680, 682, 684, 686, 688, 690, 692, 694, 696, 698, 700, 702, 704, 706, 708, 710, 712, 714, 716, 718, 720, 722, 724, 726, 728, 730, 732, 734, 736, 738, 740, 742, 744, 746, 748, 750, 752, 754, 756, 758, 760, 762, 764, 766, 768, 770, 772, 774, 776, 778, 780, 782, 784, 786, 788, 790, 792, 794, 796, 798, 800, 802, 804, 806, 808, 810, 812, 814, 816, 818, 820, 822, 824, 826, 828, 830, 832, 834, 836, 838, 840, 842, 844, 846, 848, 850, 852, 854, 856, 858, 860, 862, 864, 866, 868, 870, 872, 874, 876, 878, 880, 882, 884, 886, 888, 890, 892, 894, 896, 898, 900, 902, 904, 906, 908, 910, 912, 914, 916, 918, 920, 922, 924, 926, 928, 930, 932, 934, 936, 938, 940, 942, 944, 946, 948, 950, 952, 954, 956, 958, 960, 962, 964, 966, 968, 970, 972, 974, 976, 978, 980, 982, 984, 986, 988, 990, 992, 994, 996, 998, 1000



GRAY
FOR: CITY OF WORTHINGTON



**TIF DISTRICT #7
Workforce Housing
Program & Policies
Adopted: November 10, 2008
Amended: April 9, 2012**

PURPOSE / INTENT

The purpose of the Workforce Housing Program (the Program) is to provide home ownership opportunities for individuals or families with incomes that do not exceed 80% of current area median income (AMI) within the City’s Redevelopment Project Area No. 7 using funds from the City’s existing TIF District #7.

FUNDING

The maximum amount of assistance for each loan/grant is \$25,000 per individual or family; and \$500,000 has been designated as pooled from the City’s TIF District No. 7 to finance such loans/grants (the Program Funding).

INCOME TARGET

Up to 80% of the current AMI by family size as established annually by the US Housing & Urban Development (HUD) and Minnesota Housing Finance Agency’s Minnesota City Participation Program as established for Greater Minnesota which is shown below for 2008, and adjusted by family size. Income eligibility will be determined on an adjusted gross income basis. The criteria and process for determining adjustments to gross incomes will be recommended by the program administrator and approved by the City.

Household #s	Income Limits
1-4	\$73,900
5	\$79,800
6+	\$84,895

ELIGIBLE PROPERTIES

Undeveloped lots that are zoned residential that are located within the boundaries of the City’s Redevelopment Project Area No. 7.

ELIGIBLE APPLICANTS

Homebuyers must meet the income criteria as noted above.

IMPLEMENTATION

To accomplish the purpose and intent of the Program, the Worthington City Council (the Council) has committed \$500,000 from TIF District No. 7 for the following activities:

1. To finance any outstanding assessments for public infrastructure levied against existing properties in which the new single family dwelling has been constructed or purchased by an eligible person.
2. To finance any outstanding assessments for public infrastructure levied against any lot within a new subdivision in which the new single family dwelling will be constructed or purchased by an

eligible person.

3. To finance the costs of the public infrastructure for a lot within a residential subdivision where the new single family dwelling has been constructed or purchased by an eligible person. The said infrastructure must have been completed by the developer and constructed in accordance with City specifications.
4. To finance proposed new residential subdivisions whereby the developer may request the infrastructure be completed by the City as an assessment project. Under this scenario, the following shall occur:
 - City enters into a development agreement with Developer:
 - Lot values are established upfront;
 - Developer agrees to reserve 60% of the lots to be purchased by eligible persons;
 - Developer assures a minimum of 50% of the vacant lots will be made available for other contractors; and
 - Developer agrees to make assessment payments until lots are sold.
 - City will install the public infrastructure improvements and assesses the property as per City's assessment ordinance.
 - City provides tax increment for eligible persons:
 - Increment used to 'write down' assessments of eligible persons; and
 - Increment may be used to reimburse developer for payments made on assessments.

Tax increment will be provided as reimbursement for assessments up to the maximum amount. In the event of default, the City shall receive ownership of the undeveloped lots and use the tax increment to make assessment payments until said lots are sold and development for eligible persons occurs. The Developer shall be paid the established lot price at the time of sale.

To ensure that the benefit of the tax increment assistance is passed along to eligible persons and families, the City shall require the following:

- The developer/contractor must submit proper documentation of actual total development costs, including pre-determined lot values and infrastructure improvement costs;
- The eligible homebuyer shall enter into a forgivable loan with the City whereby the homebuyer agrees to occupancy for a minimum of 5 years. To the extent the term is less, the homebuyer is eligible for a portion of the tax increment assistance; and
- The sale price of the home shall not exceed \$237,031.

APPLICATION

Applications will be considered on a "first come - first served" basis. A complete application shall consist of:

- Letter requesting financial assistance;
- Legal description of the subject property;
- Proof of purchase agreement; and
- Project budget.

In addition, if the request is pursuant to Number 4 within the Implementation section, the applicant must comply with the City's development and assessment process.

Upon submittal of a completed application, the Council shall schedule a date to consider the application. The date shall not exceed 30 days from the date of application submittal. The Council shall have the responsibility to determine which applications will be approved or denied.

GENERAL UNDERWRITING CRITERIA

Current on Debt Payments:

Applicant must be current on contract for deed payments, mortgage loan payments and property taxes. If any of these payments are delinquent, they must be made current before the application can be approved for funding.

Income Qualification:

Qualification of the income criteria will be determined on the annual gross income basis (80% of the current AMI as annually determined under MHFA guidelines). Gross annual income is derived from all sources of income before tax or withholding, of all members of the household in a housing unit for at least 9 months of the year or who are claimed as dependants for federal income tax purposes. The City's income eligibility will be determined on an adjusted gross income basis. The criteria and process for determining adjustments to gross incomes will be recommended by the City's program administrator and approved by the Council.

Qualifying income must be completed by the City's program administrator through one of the following sources:

- Written verification from employers;
- 2 copies of most recent check or check stub;
- Copies of 2 most recent years Federal Tax Returns, as filed;
- Bank deposits; and
- Copies of deposit slips.

Loan to Value Ratio:

All existing debt on property may not exceed 110% of the assessed market value.

Debt to Income Ratio:

Applicants must have the ability to repay the loan and must have a "debt-to-income ratio" at or less than 48%.

DISBURSEMENT OF FUNDS

Program funds shall be disbursed after all terms of the development agreement or loan/grant agreement have been properly satisfied and a certificate of occupancy has been issued by the City's building official.

PROGRAM TERMINATION

The Program shall expire when the Program Funding has been exhausted or upon the required date of decertification of TIF District #7 (12/31/2011), whichever occurs first.

QUESTIONS

Anyone with questions regarding the Program outlined may contact the City's Community/Economic Development Department by phone (507-372-8640) or in person by visiting City Hall.

DISCLAIMER

Nothing herein shall obligate the City of Worthington to approve any grant or loan. The Council must retain the right, in its sole discretion, to approve applications for the Program.

Morning View Second Addition - TIF Income Guidelines for 2019**Income Guidelines for TIF loan with the City of Worthington:**

The income guideline below is for total household income.

If the total **household income** is over the Income limit shown below than the Buyers would not qualify for the TIF loan.

<u>Family Size</u>	<u>Income Limit</u>
1-4	\$70,800
5	\$76,500
6	\$82,200
7 plus	\$87,800

Application Contact Information:

Southwest Minnesota Housing Partnership-Ali Joens
507-836-1605

Workforce Housing Program

Initial Funding - \$500,000.00

Year Awarded	Address	Amount Awarded	Remaining Balance
2013	2163 Castlewood Drive	\$12,913.38	\$487,086.62
2014	2219 Castlewood Drive	\$18,664.01	\$468,422.61
2014	1734 Pauline Avenue	\$18,664.01	\$449,758.60
2014	2243 Castlewood Drive	\$18,664.01	\$431,094.59
2014	1736 Pauline Avenue	\$18,664.01	\$412,430.58
2014	2211 Castlewood Drive	\$10,080.19	\$402,350.39
2017	2227 Castlewood Drive	\$18,664.00	\$383,686.39
2018	2217 Eleanor Street	\$24,701.00	\$358,985.39
2018	2237 Eleanor Street	\$24,701.00	\$334,284.39
2019	2234 Eleanor Street	\$24,701.19	\$309,583.20
2019	2251 Eleanor Street	\$24,701.19	\$284,882.01
2020	None	\$0.00	\$284,882.01

Budget code: 419-46549-5539

Notes: 5 year, 5% forgivable loan

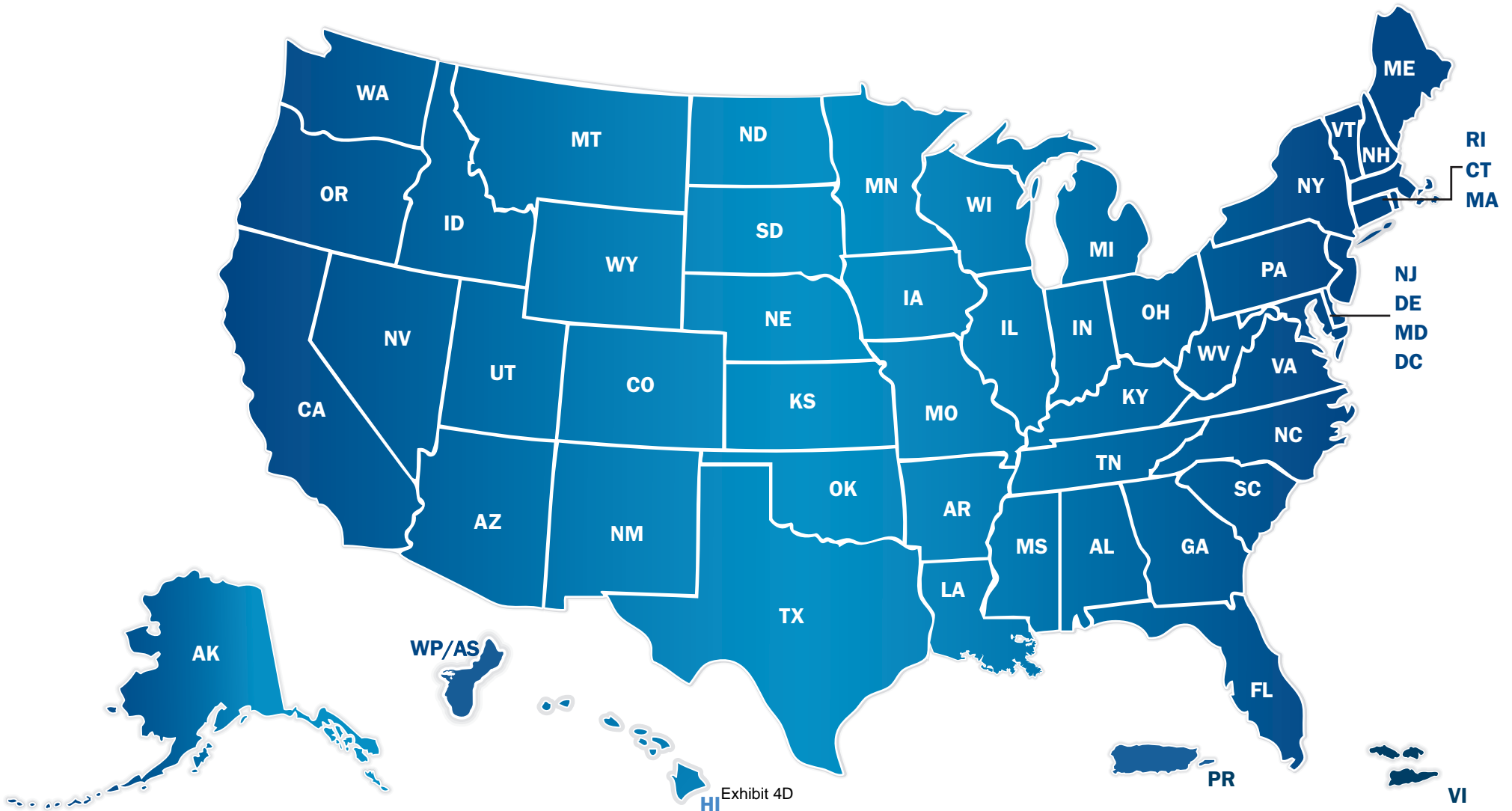


United States Department of Agriculture

GRAY

Select a state to see the area loan limits for the counties in that state.

Rural Development Single Family Housing - Area Loan Limits



AREA LOAN LIMITS
SINGLE FAMILY HOUSING DIRECT

<i>MINNESOTA</i>	
COUNTY OR EQUIVALENT	LIMIT EFFECTIVE 01-31-2020
AITKIN	\$265,400
ANOKA	NOT ELIGIBLE
BECKER	\$265,400
BELTRAMI	\$265,400
BENTON	\$265,400
BIG STONE	\$265,400
BLUE EARTH	\$265,400
BROWN	\$265,400
CARLTON	\$265,400
CARVER	\$306,300
CASS	\$265,400
CHIPPEWA	\$265,400
CHISAGO	\$306,300
CLAY	\$265,400
CLEARWATER	\$265,400
COOK	\$265,400
COTTONWOOD	\$265,400
CROW WING	\$265,400
DAKOTA	\$306,300
DODGE	\$265,400
DOUGLAS	\$265,400
FARIBAUT	\$265,400
FILLMORE	\$265,400
FREEBORN	\$265,400
GOODHUE	\$265,400
GRANT	\$265,400
HOUSTON	\$293,400
HUBBARD	\$265,400
ISANTI	\$306,300
ITASCA	\$265,400
JACKSON	\$265,400
KANABEC	\$265,400
KANDIYOHI	\$265,400
KITTSOON	\$265,400
KOOCHICHING	\$265,400
LAC QUI PARLE	\$265,400
LAKE	\$265,400
LAKE OF THE WOODS	\$265,400
LE SUEUR	\$306,300
LINCOLN	\$265,400
LYON	\$265,400
MCLEOD	\$265,400
MAHNOMEN	\$265,400
MARSHALL	\$265,400
MARTIN	\$265,400

AREA LOAN LIMITS
SINGLE FAMILY HOUSING DIRECT

COUNTY OR EQUIVALENT	LIMIT EFFECTIVE 01-31-2020
MEEKER	\$265,400
MILLE LACS	\$306,300
MORRISON	\$265,400
MOWER	\$265,400
MURRAY	\$265,400
NICOLLET	\$265,400
NOBLES	\$265,400
NORMAN	\$265,400
OLMSTED	\$265,400
OTTER TAIL	\$265,400
PENNINGTON	\$265,400
PINE	\$265,400
PIPESTONE	\$265,400
POLK	\$265,400
POPE	\$265,400
RED LAKE	\$265,400
REDWOOD	\$265,400
RENVILLE	\$265,400
RICE	\$265,400
ROCK	\$265,400
ROSEAU	\$265,400
ST. LOUIS	\$265,400
SCOTT	\$306,300
SHERBURNE	\$306,300
SIBLEY	\$306,300
STEARNS	\$265,400
STEELE	\$265,400
STEVENS	\$265,400
SWIFT	\$265,400
TODD	\$265,400
TRAVERSE	\$265,400
WABASHA	\$265,400
WADENA	\$265,400
WASECA	\$265,400
WATONWAN	\$265,400
WILKIN	\$265,400
WINONA	\$265,400
WRIGHT	\$306,300
YELLOW MEDICINE	\$265,400



**TIF DISTRICT #7
Workforce Housing
Program & Policies
Adopted: November 10, 2008
Amended: April 9, 2012
Amended: June 8, 2020**

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- ~~The sale price of the home shall not exceed \$237,031.~~ The sale price of the home shall not exceed the most recent published United States Department of Agriculture Rural Development Single Family Housing – Area Loan Limits for Nobles County

APPLICATION

Applications will be considered on a “first come - first served” basis. A complete application shall consist of:

- Letter requesting financial assistance;
- Legal description of the subject property;
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In addition, if the request is pursuant to Number 4 within the Implementation section, the applicant must comply with the City's development and assessment process.

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Debt to Income Ratio:

Applicants must have the ability to repay the loan and must have a "debt-to-income ratio" at or less than 48%.

DISBURSEMENT OF FUNDS

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PROGRAM TERMINATION

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QUESTIONS

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DISCLAIMER

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VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
ARNOLD MOTOR SUPPLY LLP	5/29/20	CR U JOINT	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	11.69-
	5/29/20	#322 U JOIN HYDRAULIC PUMP	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	23.38
	5/29/20	#332 U JOINT HYDRAULIC PUM	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	11.69_
		TOTAL:			23.38
MICHAEL BURNS	5/29/20	ADJUST DOOR CLOSER	GENERAL FUND	GENERAL GOVT BUILDINGS	40.00_
		TOTAL:			40.00
C&B OPERATIONS LLC	5/29/20	BELT	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	15.83_
		TOTAL:			15.83
C&S CHEMICALS INC	5/29/20	4405 GALLONS OF ALUM	MUNICIPAL WASTEWAT	O-PURIFY MISC	5,131.83_
		TOTAL:			5,131.83
COOPERATIVE ENERGY CO- ACCT # 5910807	5/29/20	4100 TORO	RECREATION	PARK AREAS	20.55_
		TOTAL:			20.55
DGR ENGINEERING	5/29/20	ELECTRICAL ENG. SERVICES	ELECTRIC	O-DISTR STATION EXPENS	3,647.50
	5/29/20	SUBSTATION #2 SCADA ENHANC	ELECTRIC	FA DISTR STATION EQUIP	1,760.00_
		TOTAL:			5,407.50
DVS RENEWAL	5/29/20	UNDERCOVER TABS	GENERAL FUND	POLICE ADMINISTRATION	14.25_
		TOTAL:			14.25
ECHO GROUP INC	5/29/20	PARTS	ELECTRIC	M-DISTR UNDERGRND LINE	29.99
	5/29/20	PVC MISC	ELECTRIC	M-DISTR UNDERGRND LINE	17.29
	5/29/20	PVC MISC	ELECTRIC	M-DISTR UNDERGRND LINE	5.08
	5/29/20	PVC MISC	ELECTRIC	M-DISTR UNDERGRND LINE	6.20_
		TOTAL:			58.56
FERGUSON ENTERPRISES LLC #1657	5/29/20	PVC	ELECTRIC	O-DISTR MISC	33.19_
		TOTAL:			33.19
FRONTIER COMMUNICATION SERVICES	5/29/20	PHONE SERVICE	GENERAL FUND	MAYOR AND COUNCIL	34.81
	5/29/20	PHONE SERVICE	GENERAL FUND	ADMINISTRATION	510.13
	5/29/20	PHONE SERVICE	GENERAL FUND	CLERK'S OFFICE	180.25
	5/29/20	PHONE SERVICE	GENERAL FUND	ACCOUNTING	67.20
	5/29/20	PHONE SERVICE	GENERAL FUND	ENGINEERING ADMIN	166.85
	5/29/20	PHONE SERVICE	GENERAL FUND	ECONOMIC DEVELOPMENT	178.19
	5/29/20	PHONE SERVICE	GENERAL FUND	OTHER GEN GOVT MISC	26.11
	5/29/20	PHONE SERVICE	GENERAL FUND	FIRE ADMINISTRATION	225.85
	5/29/20	PHONE SERVICE	GENERAL FUND	CENTER FOR ACTIVE LIVI	285.53
	5/29/20	PHONE SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	424.22
	5/29/20	PHONE SERVICE	RECREATION	PARK AREAS	26.11
	5/29/20	BAC FIRE ALARMS	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	99.46
	5/29/20	PHONE SERVICE	LIQUOR	O-GEN MISC	307.56
	5/29/20	PHONE SERVICE	AIRPORT	O-GEN MISC	90.86
	5/29/20	PHONE SERVICE	DATA PROCESSING	DATA PROCESSING	130.10
	5/29/20	PHONE SERVICE	DATA PROCESSING	COPIER/FAX	25.06_
		TOTAL:			2,778.29
HACH COMPANY	5/29/20	PHOSPHORUS TESTING SUPPLIE	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	1,004.51_
		TOTAL:			1,004.51
HY-VEE INC-61609 (UTILITIES)	5/29/20	TOILET PAPER, DISTILLED WA	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	7.92
	5/29/20	TOILET PAPER, DISTILLED WA	MUNICIPAL WASTEWAT	O-PURIFY MISC	25.98

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	33.90
IDEAL LANDSCAPE & DESIGN INC	5/29/20	LANDSCAPE FABRIC	ELECTRIC	O-DISTR STATION EXPENS	225.00
				TOTAL:	225.00
J & A AUTOMOTIVE	5/29/20	STEEL	ELECTRIC	M-DISTR UNDERGRND LINE	20.00
				TOTAL:	20.00
JERRY'S AUTO SUPPLY OF WORTHINGTON INC	5/29/20	ANTIFREEZE	RECREATION	PARK AREAS	14.49
	5/29/20	#332 LEADER HOSE	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	238.52
	5/29/20	#330 HEADLIGHT	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	22.49
				TOTAL:	275.50
KHC CONSTRUCTION, INC	5/29/20	PAY APP #8 EQ PUMP STATION	MUNICIPAL WASTEWAT	FA PURIFY STRUCTURES	69,471.96
				TOTAL:	69,471.96
LOCATORS & SUPPLIES INC	5/29/20	MULE TAPE	ELECTRIC	O-DISTR MISC	363.31
	5/29/20	MARKING SIGNS	ELECTRIC	CUSTOMER INSTALL EXPEN	421.36
				TOTAL:	784.67
MEDIACOM	5/29/20	MONTHLY SERVICE	GENERAL FUND	PAVED STREETS	242.08
				TOTAL:	242.08
MINNESOTA CHILD SUPPORT PAYMENT CTR	5/29/20	GARNISHMENT	GENERAL FUND	NON-DEPARTMENTAL	39.22
	5/29/20	SUPPORT ORDER	GENERAL FUND	NON-DEPARTMENTAL	2.24
	5/29/20	SUPPORT ORDER	RECREATION	NON-DEPARTMENTAL	59.76
	5/29/20	SUPPORT ORDER	STORM WATER MANAGE	NON-DEPARTMENTAL	30.63
	5/29/20	SUPPORT ORDER	AIRPORT	NON-DEPARTMENTAL	26.89
				TOTAL:	158.74
MINNESOTA DEPARTMENT OF HEALTH	5/29/20	WATER SUPPLY CONNECTION FE WATER		O-DISTR METERS	10,101.00
				TOTAL:	10,101.00
MINNESOTA VALLEY TESTING LABS INC	5/29/20	MAY SALTY DISCHARGE TESTIN	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	145.80
				TOTAL:	145.80
MISCELLANEOUS V DALEN AMY	5/29/20	RENTAL REFUND	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	250.00
MILLS ANN	5/29/20	RENTAL REFUND	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	250.00
O'DONNELL GRETCHEN	5/29/20	RENTAL REFUND	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	250.00
HOEFKER KENNETH & ELLE	5/29/20	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	350.00
LEASE BRUCE	5/29/20	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	350.00
				TOTAL:	1,450.00
NOBLES COUNTY RECORDER	5/29/20	NOTARY PUBLIC COMMISSION-I	ELECTRIC	CUSTOMER INSTALL EXPEN	20.00
	5/29/20	NOTARY PUBLIC COMMISSION-D	ELECTRIC	CUSTOMER INSTALL EXPEN	20.00
				TOTAL:	40.00
ONE OFFICE SOLUTION-WOUTIL	5/29/20	MISCELLANEOUS SUPPLIES	WATER	ACCTS-RECORDS & COLLEC	8.00
	5/29/20	MISCELLANEOUS SUPPLIES	WATER	ACCTS-RECORDS & COLLEC	36.03
	5/29/20	TAPE, FOLDERS, PAPER, DIVI	MUNICIPAL WASTEWAT	O-SOURCE SUPERVISION	35.22
	5/29/20	MISCELLANEOUS SUPPLIES	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	7.99
	5/29/20	MISCELLANEOUS SUPPLIES	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	36.02
	5/29/20	MISCELLANEOUS SUPPLIES	ELECTRIC	ACCTS-RECORDS & COLLEC	15.99
	5/29/20	MISCELLANEOUS SUPPLIES	ELECTRIC	ACCTS-RECORDS & COLLEC	72.05
				TOTAL:	211.30

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
SCHWALBACH ACE #6067	5/29/20	OIL	ELECTRIC	O-DISTR UNDERGRND LINE	7.98_
				TOTAL:	7.98
STUART C IRBY CO	5/29/20	PVC DUCT	ELECTRIC	FA DISTR UNDRGRND COND	2,220.00
	5/29/20	METERS P6242-6245	ELECTRIC	FA DISTR METERS	2,790.00_
				TOTAL:	5,010.00
SWEENEY CONTROLS COMPANY	5/29/20	2 LIFT STATION HOUR METERS MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS		78.83_
				TOTAL:	78.83
TE UNDERGROUND LLC	5/29/20	PAY APP #2-WATERLINE RELOC WATER		FA TRANS MAINS	36,634.12_
				TOTAL:	36,634.12
TRACTOR SUPPLY CREDIT PLAN	5/29/20	RECEIVER HITCH	GENERAL FUND	PAVED STREETS	59.28_
				TOTAL:	59.28
U S POSTAL SERVICE (QUADIENT-POC)	5/29/20	POSTAGE REFILL	DATA PROCESSING	DATA PROCESSING	2,000.00_
				TOTAL:	2,000.00
VERIZON WIRELESS	5/29/20	WIRELESS SERVICE	GENERAL FUND	MAYOR AND COUNCIL	41.57
	5/29/20	WIRELESS SERVICE	GENERAL FUND	ADMINISTRATION	51.07
	5/29/20	WIRELESS SERVICE	GENERAL FUND	ENGINEERING ADMIN	92.32
	5/29/20	WIRELESS SERVICE	GENERAL FUND	ECONOMIC DEVELOPMENT	31.73
	5/29/20	WIRELESS SERVICE	GENERAL FUND	PAVED STREETS	36.16
	5/29/20	WIRELESS SERVICE	GENERAL FUND	PAVED STREETS	102.14
	5/29/20	WIRELESS SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	31.65
	5/29/20	WIRELESS SERVICE	RECREATION	PARK AREAS	51.07
	5/29/20	WIRELESS SERVICE	RECREATION	PARK AREAS	36.57
	5/29/20	WIRELESS SERVICE	RECREATION	OLSON PARK CAMPGROUND	55.65_
				TOTAL:	529.93
WORTHINGTON AREA UNITED WAY	5/29/20	PAYROLL WITHHOLDING	GENERAL FUND	NON-DEPARTMENTAL	19.00
	5/29/20	PAYROLL WITHHOLDING	GENERAL FUND	NON-DEPARTMENTAL	19.00
	5/29/20	PAYROLL WITHHOLDING	GENERAL FUND	NON-DEPARTMENTAL	19.00
	5/29/20	PAYROLL WITHHOLDING	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	5.00
	5/29/20	PAYROLL WITHHOLDING	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	5.00
	5/29/20	PAYROLL WITHHOLDING	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	5.00
	5/29/20	PAYROLL WITHHOLDING	WATER	NON-DEPARTMENTAL	0.75
	5/29/20	PAYROLL WITHHOLDING	WATER	NON-DEPARTMENTAL	0.75
	5/29/20	PAYROLL WITHHOLDING	WATER	NON-DEPARTMENTAL	0.75
	5/29/20	PAYROLL WITHHOLDING	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	0.60
	5/29/20	PAYROLL WITHHOLDING	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	0.60
	5/29/20	PAYROLL WITHHOLDING	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	0.60
	5/29/20	PAYROLL WITHHOLDING	ELECTRIC	NON-DEPARTMENTAL	3.65
	5/29/20	PAYROLL WITHHOLDING	ELECTRIC	NON-DEPARTMENTAL	3.65
	5/29/20	PAYROLL WITHHOLDING	ELECTRIC	NON-DEPARTMENTAL	3.65_
				TOTAL:	87.00
EP SALES & SERVICE-ACUITY SPECIALTY P	5/29/20	CLEANING SUPPLIES	ELECTRIC	O-DISTR MISC	435.27_
				TOTAL:	435.27

VENDOR SORT KEY

DATE DESCRIPTION

FUND

DEPARTMENT

AMOUNT_

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

101	GENERAL FUND	2,483.98
202	MEMORIAL AUDITORIUM	1,220.87
229	RECREATION	264.20
231	ECONOMIC DEV AUTHORITY	99.46
601	WATER	46,781.40
602	MUNICIPAL WASTEWATER	76,248.08
604	ELECTRIC	12,821.16
606	STORM WATER MANAGEMENT	30.63
609	LIQUOR	307.56
612	AIRPORT	117.75
702	DATA PROCESSING	2,155.16

 GRAND TOTAL: 142,530.25

PACKET: 03524 LINCOLN FINANCIAL DUE 6/1
 VENDOR SET: 01 CITY OF WORTHINGTON *** DRAFT/OTHER LISTING ***
 BANK: 1 WELLS FARGO-CITY

VENDOR	I.D.	NAME	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
J00036		LINCOLN FINANCIAL GROUP	D	6/01/2020			001179	3,943.98

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	0.00	3,943.98	3,943.98
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	1	0.00	3,943.98	3,943.98

VENDOR	I.D.	NAME	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
D00173		DEFERRED COMP- MINNESOTA STATE	D	6/03/2020			001170	7,529.97
E00088		EFTPS	D	6/03/2020			001171	57,275.16
M00309		MINNESOTA STATE RETIREMENT SYSTD		6/03/2020			001172	1,990.00
O00021		OPTUM HEALTH FINANCIAL	D	6/03/2020			001173	3,241.89
P00039		PUBLIC EMPLOYEES RETIREMENT ASSD		6/03/2020			001174	45,380.76
S00202		STATE OF MINNESOTA DEPT OF REVED		6/03/2020			001175	11,505.00

* * B A N K T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	6	0.00	126,922.78	126,922.78
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	6	0.00	126,922.78	126,922.78

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
A H HERMEL COMPANY	6/05/20	OFC COFFEE SERVICE, SUNDRI	GENERAL FUND	SECURITY CENTER	42.30
	6/05/20	OFC COFFEE SERVICE, SUNDRI	GENERAL FUND	SECURITY CENTER	42.31
				TOTAL:	84.61
ABRA AUTO BODY AND GLASS-WORTHINGTON	6/05/20	#19-42 REPAIRS	GENERAL FUND	POLICE ADMINISTRATION	1,150.50
	6/05/20	#19-42 REPAIRS	GENERAL FUND	POLICE ADMINISTRATION	364.50
				TOTAL:	1,515.00
AMERICAN BOTTLING COMPANY	6/05/20	MIX	LIQUOR	NON-DEPARTMENTAL	90.00
				TOTAL:	90.00
ARCTIC GLACIER USA INC	6/05/20	MIX	LIQUOR	NON-DEPARTMENTAL	121.60
	6/05/20	MIX	LIQUOR	NON-DEPARTMENTAL	136.20
				TOTAL:	257.80
ARTISAN BEER COMPANY	6/05/20	BEER	LIQUOR	NON-DEPARTMENTAL	174.95
				TOTAL:	174.95
ATLANTIC BOTTLING COMPANY	6/05/20	MIX	LIQUOR	NON-DEPARTMENTAL	312.59
				TOTAL:	312.59
BRADLEY BEHREND	6/05/20	TRUCK SIGNS	ELECTRIC	O-DISTR UNDERGRND LINE	85.50
				TOTAL:	85.50
BELLBOY CORPORATION	6/05/20	MIX,	LIQUOR	NON-DEPARTMENTAL	512.35
	6/05/20	MIX	LIQUOR	NON-DEPARTMENTAL	34.20
	6/05/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	6,021.45
	6/05/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	171.00
	6/05/20	FREIGHT	LIQUOR	O-SOURCE MISC	6.73
	6/05/20	FREIGHT	LIQUOR	O-SOURCE MISC	139.00
	6/05/20	FREIGHT	LIQUOR	O-SOURCE MISC	4.00
	6/05/20	MISC SUPPLIES	LIQUOR	O-GEN MISC	79.00
				TOTAL:	6,549.33
BELTLINE AUTOMOTIVE LLC	6/05/20	#17-28 MAINTENANCE	GENERAL FUND	POLICE ADMINISTRATION	551.80
	6/05/20	#17-28 MAINTENANCE	GENERAL FUND	POLICE ADMINISTRATION	205.65
	6/05/20	#17-23 OIL, FILTER	GENERAL FUND	POLICE ADMINISTRATION	32.24
	6/05/20	#17-23 OIL, FILTER	GENERAL FUND	POLICE ADMINISTRATION	7.50
				TOTAL:	797.19
BEVERAGE WHOLESALERS INC	6/05/20	BEER	LIQUOR	NON-DEPARTMENTAL	11,476.00
	6/05/20	MIX	LIQUOR	NON-DEPARTMENTAL	15.60
	6/05/20	BEER	LIQUOR	NON-DEPARTMENTAL	5,541.70
	6/05/20	MIX	LIQUOR	NON-DEPARTMENTAL	53.50
	6/05/20	BEER	LIQUOR	NON-DEPARTMENTAL	12,072.21
	6/05/20	BEER	LIQUOR	NON-DEPARTMENTAL	9,438.05
				TOTAL:	38,597.06
BORDER STATES ELECTRIC SUPPLY	6/05/20	TESTING LABELS	ELECTRIC	O-DISTR MISC	265.86
				TOTAL:	265.86
BREAKTHRU BEVERAGE MINNESOTA BEER LLC	6/05/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	4,511.88
	6/05/20	MIX	LIQUOR	NON-DEPARTMENTAL	42.00
	6/05/20	WINE	LIQUOR	NON-DEPARTMENTAL	64.00
	6/05/20	WINE	LIQUOR	NON-DEPARTMENTAL	73.65
	6/05/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	4,450.99

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	6/05/20	MIX	LIQUOR	NON-DEPARTMENTAL	43.00
	6/05/20	WINE	LIQUOR	NON-DEPARTMENTAL	96.00
	6/05/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	85.50-
	6/05/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	85.50-
	6/05/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	85.50-
	6/05/20	FREIGHT	LIQUOR	O-SOURCE MISC	60.13
	6/05/20	FREIGHT	LIQUOR	O-SOURCE MISC	1.85
	6/05/20	FREIGHT	LIQUOR	O-SOURCE MISC	50.64
	6/05/20	FREIGHT	LIQUOR	O-SOURCE MISC	1.85
	6/05/20	FREIGHT	LIQUOR	O-SOURCE MISC	1.85-
	6/05/20	FREIGHT	LIQUOR	O-SOURCE MISC	1.85-
	6/05/20	FREIGHT	LIQUOR	O-SOURCE MISC	1.85-
				TOTAL:	9,133.94
MICHAEL BURNS	6/05/20	DND KEYS	GENERAL FUND	POLICE ADMINISTRATION	31.50_
				TOTAL:	31.50
CAMPUS CLEANERS	6/05/20	RENTAL MATS, BAR TOWELS	LIQUOR	O-GEN MISC	36.67_
				TOTAL:	36.67
CARLOS CREEK WINERY INC	6/05/20	WINE	LIQUOR	NON-DEPARTMENTAL	850.50_
				TOTAL:	850.50
CHAMBER OF COMMERCE	6/05/20	LODGING TAX-APRIL	GENERAL FUND	LODGING TAX/TOURISM	10,067.93_
				TOTAL:	10,067.93
CITY OF WORTHINGTON	6/05/20	PETTY CASH FOR OLSON PARK	RECREATION	NON-DEPARTMENTAL	100.00_
				TOTAL:	100.00
CLAIR VAN GROUW CONSTRUCTION INC	6/05/20	SALES TAX-PARK PROJECTS BL	RECREATION	NON-DEPARTMENTAL	16,930.28-
	6/05/20	SALES TAX-PARK PROJECTS BL	RECREATION	PARK AREAS	338,605.63_
				TOTAL:	321,675.35
CLEAR CHOICE WATER	6/05/20	LAB DISTILLER REPAIR PARTS	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	64.95_
				TOTAL:	64.95
CORE & MAIN LP	6/05/20	2ND & 11TH WATER	WATER	PROJECT #11	19,918.90
	6/05/20	2020 WATER RECON-2ND & 11T	WATER	PROJECT #11	3,354.00_
				TOTAL:	23,272.90
CULLIGAN OF WORTHINGTON	6/05/20	MONTHLY SERVICE	GENERAL FUND	GENERAL GOVT BUILDINGS	57.95
	6/05/20	MONTHLY SERVICE	GENERAL FUND	FIRE ADMINISTRATION	14.40
	6/05/20	MONTHLY SERVICE	GENERAL FUND	PAVED STREETS	5.00
	6/05/20	MONTHLY SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	18.00
	6/05/20	MONTHLY SERVICE	ELECTRIC	ACCTS-RECORDS & COLLEC	12.83_
				TOTAL:	108.18
DACOTAH PAPER CO	6/05/20	HAND SANITIZER	LIQUOR	O-GEN MISC	91.37
	6/05/20	FACE MASKS, BAGS, TOWELS	LIQUOR	O-GEN MISC	337.49_
				TOTAL:	428.86
DEPARTMENT OF PUBLIC SAFETY	6/05/20	TITLE/REGISTRATION	GENERAL FUND	POLICE ADMINISTRATION	81.00_
				TOTAL:	81.00
DESLAURIERS INC	6/05/20	TEST CYLINDERS	IMPROVEMENT CONST	2019 HOMEWOOD HILLS ST	68.16
	6/05/20	TEST CYLINDERS	WATER	PROJECT #2	22.80

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	6/05/20	TEST CYLINDERS	WATER	PROJECT #2	45.60_
				TOTAL:	136.56
DOLL DISTRIBUTING LLC	6/05/20	BEER	LIQUOR	NON-DEPARTMENTAL	1,992.15
	6/05/20	BEER	LIQUOR	NON-DEPARTMENTAL	132.00
	6/05/20	BEER	LIQUOR	NON-DEPARTMENTAL	540.00
	6/05/20	BEER	LIQUOR	NON-DEPARTMENTAL	13,133.65
	6/05/20	BEER	LIQUOR	NON-DEPARTMENTAL	7,698.35
	6/05/20	MIX	LIQUOR	NON-DEPARTMENTAL	28.00
	6/05/20	BEER	LIQUOR	NON-DEPARTMENTAL	13,868.40
	6/05/20	BEER	LIQUOR	NON-DEPARTMENTAL	5,557.20_
				TOTAL:	42,949.75
DOUGLAS SPORTS	6/05/20	PLEASANT TENNIS COURTS	RECREATION	PARK AREAS	272.00_
				TOTAL:	272.00
DUBOIS CHEMICALS INC	6/05/20	CHEMICALS	INDUSTRIAL WASTEWA	O-PURIFY MISC	8,164.91
	6/05/20	CHEMICALS	INDUSTRIAL WASTEWA	O-PURIFY MISC	8,279.42_
				TOTAL:	16,444.33
FASTENAL COMPANY	6/05/20	REPAIR FLUSHING PUMP	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	76.61_
				TOTAL:	76.61
FEDEX	6/05/20	MASKS	GENERAL FUND	POLICE ADMINISTRATION	19.55_
				TOTAL:	19.55
FERGUSON ENTERPRISES LLC #1657	6/05/20	CHAUTAUQUA RESTROOMS	RECREATION	PARK AREAS	234.47
	6/05/20	RESTROOMS	RECREATION	PARK AREAS	79.96
	6/05/20	PVC FITTING	ELECTRIC	O-DISTR STATION EXPENS	6.57
	6/05/20	SUMP PUMP	ELECTRIC	O-DISTR STATION EXPENS	150.00
	6/05/20	CATCH BASIN REPAIRS	STORM WATER MANAGE	STORM DRAINAGE	31.42_
				TOTAL:	502.42
FIFE WATER SERVICES INC	6/05/20	FIFE WATER SERVICES INC	INDUSTRIAL WASTEWA	O-PURIFY MISC	10,787.05_
				TOTAL:	10,787.05
GALLS LLC	6/05/20	BELTS	GENERAL FUND	POLICE ADMINISTRATION	90.33_
				TOTAL:	90.33
GOPHER STATE ONE CALL	6/05/20	MONTHLY LOCATE SERVICES	WATER	O-DISTR MISC	65.14
	6/05/20	MONTHLY LOCATE SERVICES	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	65.13
	6/05/20	MONTHLY LOCATE SERVICES	ELECTRIC	O-DISTR MISC	130.28_
				TOTAL:	260.55
HACH COMPANY	6/05/20	PIPET TIPS	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	207.47_
				TOTAL:	207.47
INTEGRITY AVIATION INC	6/05/20	FBO MANAGEMENT FEE-MAY	AIRPORT	O-GEN MISC	2,312.00_
				TOTAL:	2,312.00
JANITOR'S CLOSET	6/05/20	SOAP DISPENSERS-RESTROOMS	RECREATION	PARK AREAS	145.71_
				TOTAL:	145.71
JAYCOX IMPLEMENT INC	6/05/20	LAWN MOWER	WATER	FA MACHINERY & EQUIPME	8,485.00_
				TOTAL:	8,485.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
JC RAMSDELL ENVIRO SERVICES INC	6/05/20	REPAIR OF EQ LIINER	MUNICIPAL WASTEWAT	M-SOURCE MISC	3,435.00_
				TOTAL:	3,435.00
JERRY'S AUTO SUPPLY OF WORTHINGTON INC	6/05/20	PARTS	GENERAL FUND	PAVED STREETS	47.88
	6/05/20	HYDRANT REPAIR TOOLS	WATER	M-TRANS HYDRANTS	12.99
	6/05/20	HYDRANT REPAIR TOOLS	WATER	M-TRANS HYDRANTS	3.50_
				TOTAL:	64.37
JOBSHQ	6/05/20	RETAIL CLERK ADS	GENERAL FUND	PERSONNEL & RECRUITMEN	414.50_
				TOTAL:	414.50
JOHNSON BROTHERS LIQUOR CO	6/05/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	1,300.00-
	6/05/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	44.50-
	6/05/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	9,755.85
	6/05/20	WINE	LIQUOR	NON-DEPARTMENTAL	2,432.16
	6/05/20	MIX	LIQUOR	NON-DEPARTMENTAL	70.95
	6/05/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	1,351.25
	6/05/20	MIX	LIQUOR	NON-DEPARTMENTAL	37.00
	6/05/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	3,902.58
	6/05/20	WINE	LIQUOR	NON-DEPARTMENTAL	3,805.26
	6/05/20	MIX	LIQUOR	NON-DEPARTMENTAL	84.95
	6/05/20	WINE	LIQUOR	NON-DEPARTMENTAL	96.00
	6/05/20	WINE	LIQUOR	NON-DEPARTMENTAL	1,779.00
	6/05/20	FREIGHT	LIQUOR	O-SOURCE MISC	16.90-
	6/05/20	FREIGHT	LIQUOR	O-SOURCE MISC	360.00-
	6/05/20	FREIGHT	LIQUOR	O-SOURCE MISC	163.42
	6/05/20	FREIGHT	LIQUOR	O-SOURCE MISC	98.01
	6/05/20	FREIGHT	LIQUOR	O-SOURCE MISC	18.59
	6/05/20	FREIGHT	LIQUOR	O-SOURCE MISC	1.69
	6/05/20	FREIGHT	LIQUOR	O-SOURCE MISC	61.90
	6/05/20	FREIGHT	LIQUOR	O-SOURCE MISC	132.68
	6/05/20	FREIGHT	LIQUOR	O-SOURCE MISC	9.30_
				TOTAL:	22,079.19
LEAGUE OF MN CITIES INSURANCE TRUST	6/05/20	2020-2021 INSURANCE PREMIU	GENERAL FUND	NON-DEPARTMENTAL	15,396.50
	6/05/20	2020-2021 INSURANCE PREMIU	GENERAL FUND	NON-DEPARTMENTAL	3,651.25
	6/05/20	2020-2021 INSURANCE PREMIU	GENERAL FUND	NON-DEPARTMENTAL	5,136.75
	6/05/20	2020-2021 INSURANCE PREMIU	GENERAL FUND	MAYOR AND COUNCIL	67.50
	6/05/20	2020-2021 INSURANCE PREMIU	GENERAL FUND	ADMINISTRATION	268.50
	6/05/20	2020-2021 INSURANCE PREMIU	GENERAL FUND	ELECTIONS	16.50
	6/05/20	2020-2021 INSURANCE PREMIU	GENERAL FUND	CLERK'S OFFICE	465.75
	6/05/20	2020-2021 INSURANCE PREMIU	GENERAL FUND	ACCOUNTING	452.25
	6/05/20	2020-2021 INSURANCE PREMIU	GENERAL FUND	ENGINEERING ADMIN	1,045.50
	6/05/20	2020-2021 INSURANCE PREMIU	GENERAL FUND	ENGINEERING ADMIN	178.50
	6/05/20	2020-2021 INSURANCE PREMIU	GENERAL FUND	ECONOMIC DEVELOPMENT	864.75
	6/05/20	2020-2021 INSURANCE PREMIU	GENERAL FUND	ECONOMIC DEVELOPMENT	178.50
	6/05/20	2020-2021 INSURANCE PREMIU	GENERAL FUND	GENERAL GOVT BUILDINGS	44.25
	6/05/20	2020-2021 INSURANCE PREMIU	GENERAL FUND	GENERAL GOVT BUILDINGS	3,562.50
	6/05/20	2020-2021 INSURANCE PREMIU	GENERAL FUND	OTHER GEN GOVT MISC	90.75
	6/05/20	2020-2021 INSURANCE PREMIU	GENERAL FUND	POLICE ADMINISTRATION	38,050.50
	6/05/20	2020-2021 INSURANCE PREMIU	GENERAL FUND	POLICE ADMINISTRATION	7,944.00
	6/05/20	2020-2021 INSURANCE PREMIU	GENERAL FUND	POLICE ADMINISTRATION	1,149.75
	6/05/20	2020-2021 INSURANCE PREMIU	GENERAL FUND	SECURITY CENTER	783.00
	6/05/20	2020-2021 INSURANCE PREMIU	GENERAL FUND	SECURITY CENTER	783.00
	6/05/20	2020-2021 INSURANCE PREMIU	GENERAL FUND	FIRE ADMINISTRATION	409.50
	6/05/20	2020-2021 INSURANCE PREMIU	GENERAL FUND	FIRE ADMINISTRATION	912.75

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	6/05/20	2020-2021 INSURANCE	PREMIU GENERAL FUND	FIRE ADMINISTRATION	1,617.00
	6/05/20	2020-2021 INSURANCE	PREMIU GENERAL FUND	CIVIL DEFENSE ADMIN	18.75
	6/05/20	2020-2021 INSURANCE	PREMIU GENERAL FUND	ANIMAL CONTROL ENFORCE	15.00
	6/05/20	2020-2021 INSURANCE	PREMIU GENERAL FUND	PAVED STREETS	1,587.00
	6/05/20	2020-2021 INSURANCE	PREMIU GENERAL FUND	PAVED STREETS	1,569.00
	6/05/20	2020-2021 INSURANCE	PREMIU GENERAL FUND	PAVED STREETS	3,237.75
	6/05/20	2020-2021 INSURANCE	PREMIU GENERAL FUND	ICE AND SNOW REMOVAL	162.00
	6/05/20	2020-2021 INSURANCE	PREMIU GENERAL FUND	ICE AND SNOW REMOVAL	1,529.25
	6/05/20	2020-2021 INSURANCE	PREMIU GENERAL FUND	SIGNS AND SIGNALS	26.25
	6/05/20	2020-2021 INSURANCE	PREMIU GENERAL FUND	TRASH PICKUP	40.50
	6/05/20	2020-2021 INSURANCE	PREMIU GENERAL FUND	CODE ENFORCEMENT	327.00
	6/05/20	2020-2021 INSURANCE	PREMIU GENERAL FUND	CODE ENFORCEMENT	93.00
	6/05/20	2020-2021 INSURANCE	PREMIU GENERAL FUND	CENTER FOR ACTIVE LIVI	69.00
	6/05/20	2020-2021 INSURANCE	PREMIU GENERAL FUND	CENTER FOR ACTIVE LIVI	1,026.00
	6/05/20	2020-2021 INSURANCE	PREMIU GENERAL FUND	PUBLIC ARTS	23.25
	6/05/20	2020-2021 INSURANCE	PREMIU GENERAL FUND	PUBLIC ARTS	78.00
	6/05/20	2020-2021 INSURANCE	PREMIU GENERAL FUND	BAND	5.25
	6/05/20	2020-2021 INSURANCE	PREMIU GENERAL FUND	BAND	2,172.00
	6/05/20	2020-2021 INSURANCE	PREMIU GENERAL FUND	LAKE IMPROVEMENT	21.00
	6/05/20	2020-2021 INSURANCE	PREMIU GENERAL FUND	LAKE IMPROVEMENT	165.00
	6/05/20	2020-2021 INSURANCE	PREMIU GENERAL FUND	PROMOTIONAL COMMITTEE	536.25
	6/05/20	2020-2021 INSURANCE	PREMIU GENERAL FUND	MISC SPECIAL DAYS/EVEN	11.25
	6/05/20	2020-2021 INSURANCE	PREMIU GENERAL FUND	ADI DEVELOPMENT	5.25
	6/05/20	2020-2021 INSURANCE	PREMIU GENERAL FUND	ADI DEVELOPMENT	951.00
	6/05/20	2020-2021 INSURANCE	PREMIU MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	87.50
	6/05/20	2020-2021 INSURANCE	PREMIU MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	1,206.50
	6/05/20	2020-2021 INSURANCE	PREMIU MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	262.50
	6/05/20	2020-2021 INSURANCE	PREMIU MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	3,619.50
	6/05/20	2020-2021 INSURANCE	PREMIU EVENT CENTER	NON-DEPARTMENTAL	4.25
	6/05/20	2020-2021 INSURANCE	PREMIU EVENT CENTER	NON-DEPARTMENTAL	477.00
	6/05/20	2020-2021 INSURANCE	PREMIU EVENT CENTER	EVENT CENTER	12.75
	6/05/20	2020-2021 INSURANCE	PREMIU EVENT CENTER	EVENT CENTER	1,431.00
	6/05/20	2020-2021 INSURANCE	PREMIU RECREATION	NON-DEPARTMENTAL	1,537.50
	6/05/20	2020-2021 INSURANCE	PREMIU RECREATION	NON-DEPARTMENTAL	177.75
	6/05/20	2020-2021 INSURANCE	PREMIU RECREATION	NON-DEPARTMENTAL	6,293.75
	6/05/20	2020-2021 INSURANCE	PREMIU RECREATION	RECREATION PROGRAMS	56.25
	6/05/20	2020-2021 INSURANCE	PREMIU RECREATION	FIELD HOUSE	1,677.75
	6/05/20	2020-2021 INSURANCE	PREMIU RECREATION	SWIMMING BEACHES	12.75
	6/05/20	2020-2021 INSURANCE	PREMIU RECREATION	SOCCER COMPLEX	49.50
	6/05/20	2020-2021 INSURANCE	PREMIU RECREATION	GOLF COURSE-GREEN	2.25
	6/05/20	2020-2021 INSURANCE	PREMIU RECREATION	GOLF COURSE-GREEN	516.75
	6/05/20	2020-2021 INSURANCE	PREMIU RECREATION	PARK AREAS	2,007.75
	6/05/20	2020-2021 INSURANCE	PREMIU RECREATION	PARK AREAS	533.25
	6/05/20	2020-2021 INSURANCE	PREMIU RECREATION	PARK AREAS	16,593.00
	6/05/20	2020-2021 INSURANCE	PREMIU RECREATION	OLSON PARK CAMPGROUND	50.25
	6/05/20	2020-2021 INSURANCE	PREMIU RECREATION	OLSON PARK CAMPGROUND	1,771.50
	6/05/20	2020-2021 INSURANCE	PREMIU RECREATION	10TH STREET PAVILION	671.25
	6/05/20	2020-2021 INSURANCE	PREMIU RECREATION	TREE REMOVAL	84.75
	6/05/20	2020-2021 INSURANCE	PREMIU ECONOMIC DEV AUTHO	NON-DEPARTMENTAL	303.00
	6/05/20	2020-2021 INSURANCE	PREMIU ECONOMIC DEV AUTHO	NON-DEPARTMENTAL	932.50
	6/05/20	2020-2021 INSURANCE	PREMIU ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	909.00
	6/05/20	2020-2021 INSURANCE	PREMIU ECONOMIC DEV AUTHO	BUSINESS DEVELOPMENT	2,797.50
	6/05/20	2020-2021 INSURANCE	PREMIU PIR/TRUNKS	NON-DEPARTMENTAL	244.00
	6/05/20	2020-2021 INSURANCE	PREMIU PIR/TRUNKS	SP ASSESS-ADMIN ESCROW	732.00
	6/05/20	2020-2021 INSURANCE	PREMIU IMPROVEMENT CONST	NON-DEPARTMENTAL	1,556.75
	6/05/20	2020-2021 INSURANCE	PREMIU IMPROVEMENT CONST	OTHER MISC PROJECTS	4,670.25

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	6/05/20	2020-2021 INSURANCE	PREMIU MUNICIPAL BUILDING	NON-DEPARTMENTAL	1.00
	6/05/20	2020-2021 INSURANCE	PREMIU MUNICIPAL BUILDING	OTHER GEN GOVT MISC	3.00
	6/05/20	2020-2021 INSURANCE	PREMIU OKABENA ESTATES	NON-DEPARTMENTAL	5.00
	6/05/20	2020-2021 INSURANCE	PREMIU OKABENA ESTATES	OKABENA ESTATES	15.00
	6/05/20	2020-2021 INSURANCE	PREMIU WATER	NON-DEPARTMENTAL	1,171.00
	6/05/20	2020-2021 INSURANCE	PREMIU WATER	NON-DEPARTMENTAL	261.75
	6/05/20	2020-2021 INSURANCE	PREMIU WATER	NON-DEPARTMENTAL	3,456.25
	6/05/20	2020-2021 INSURANCE	PREMIU WATER	PROPERTY INSURANCE	10,368.75
	6/05/20	2020-2021 INSURANCE	PREMIU WATER	INJURIES AND DAMAGES	3,513.00
	6/05/20	2020-2021 INSURANCE	PREMIU WATER	INJURIES AND DAMAGES	785.25
	6/05/20	2020-2021 INSURANCE	PREMIU MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	3,197.25
	6/05/20	2020-2021 INSURANCE	PREMIU MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	268.00
	6/05/20	2020-2021 INSURANCE	PREMIU MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	2,834.50
	6/05/20	2020-2021 INSURANCE	PREMIU MUNICIPAL WASTEWAT	INJURIES & DAMAGES	8,503.50
	6/05/20	2020-2021 INSURANCE	PREMIU MUNICIPAL WASTEWAT	INJURIES AND DAMAGES	9,591.75
	6/05/20	2020-2021 INSURANCE	PREMIU MUNICIPAL WASTEWAT	INJURIES AND DAMAGES	804.00
	6/05/20	2020-2021 INSURANCE	PREMIU ELECTRIC	NON-DEPARTMENTAL	5,044.25
	6/05/20	2020-2021 INSURANCE	PREMIU ELECTRIC	NON-DEPARTMENTAL	264.25
	6/05/20	2020-2021 INSURANCE	PREMIU ELECTRIC	NON-DEPARTMENTAL	5,537.75
	6/05/20	2020-2021 INSURANCE	PREMIU ELECTRIC	PROPERTY INSURANCE	16,613.25
	6/05/20	2020-2021 INSURANCE	PREMIU ELECTRIC	INJURIES & DAMAGES	15,132.75
	6/05/20	2020-2021 INSURANCE	PREMIU ELECTRIC	INJURIES & DAMAGES	792.75
	6/05/20	2020-2021 INSURANCE	PREMIU INDUSTRIAL WASTEWA	NON-DEPARTMENTAL	393.50
	6/05/20	2020-2021 INSURANCE	PREMIU INDUSTRIAL WASTEWA	NON-DEPARTMENTAL	49.25
	6/05/20	2020-2021 INSURANCE	PREMIU INDUSTRIAL WASTEWA	NON-DEPARTMENTAL	1,517.75
	6/05/20	2020-2021 INSURANCE	PREMIU INDUSTRIAL WASTEWA	O-PURIFY MISC	1,180.50
	6/05/20	2020-2021 INSURANCE	PREMIU INDUSTRIAL WASTEWA	O-PURIFY MISC	147.75
	6/05/20	2020-2021 INSURANCE	PREMIU INDUSTRIAL WASTEWA	O-PURIFY MISC	4,553.25
	6/05/20	2020-2021 INSURANCE	PREMIU STORM WATER MANAGE	NON-DEPARTMENTAL	40.50
	6/05/20	2020-2021 INSURANCE	PREMIU STORM WATER MANAGE	NON-DEPARTMENTAL	76.50
	6/05/20	2020-2021 INSURANCE	PREMIU STORM WATER MANAGE	NON-DEPARTMENTAL	45.25
	6/05/20	2020-2021 INSURANCE	PREMIU STORM WATER MANAGE	NON-DEPARTMENTAL	4.25
	6/05/20	2020-2021 INSURANCE	PREMIU STORM WATER MANAGE	NON-DEPARTMENTAL	343.50
	6/05/20	2020-2021 INSURANCE	PREMIU STORM WATER MANAGE	STORM DRAINAGE	121.50
	6/05/20	2020-2021 INSURANCE	PREMIU STORM WATER MANAGE	STORM DRAINAGE	12.75
	6/05/20	2020-2021 INSURANCE	PREMIU STORM WATER MANAGE	STREET CLEANING	229.50
	6/05/20	2020-2021 INSURANCE	PREMIU STORM WATER MANAGE	STREET CLEANING	135.75
	6/05/20	2020-2021 INSURANCE	PREMIU STORM WATER MANAGE	STREET CLEANING	1,030.50
	6/05/20	2020-2021 INSURANCE	PREMIU LIQUOR	NON-DEPARTMENTAL	2,282.00
	6/05/20	2020-2021 INSURANCE	PREMIU LIQUOR	NON-DEPARTMENTAL	821.00
	6/05/20	2020-2021 INSURANCE	PREMIU LIQUOR	O-GEN MISC	6,846.00
	6/05/20	2020-2021 INSURANCE	PREMIU LIQUOR	O-GEN MISC	2,463.00
	6/05/20	2020-2021 INSURANCE	PREMIU AIRPORT	NON-DEPARTMENTAL	20.75
	6/05/20	2020-2021 INSURANCE	PREMIU AIRPORT	NON-DEPARTMENTAL	80.50
	6/05/20	2020-2021 INSURANCE	PREMIU AIRPORT	NON-DEPARTMENTAL	5,720.00
	6/05/20	2020-2021 INSURANCE	PREMIU AIRPORT	NON-DEPARTMENTAL	152.50
	6/05/20	2020-2021 INSURANCE	PREMIU AIRPORT	O-GEN MISC	62.25
	6/05/20	2020-2021 INSURANCE	PREMIU AIRPORT	O-GEN MISC	241.50
	6/05/20	2020-2021 INSURANCE	PREMIU AIRPORT	O-GEN MISC	17,160.00
	6/05/20	2020-2021 INSURANCE	PREMIU AIRPORT	O-GEN MISC	457.50
	6/05/20	2020-2021 INSURANCE	PREMIU DATA PROCESSING	NON-DEPARTMENTAL	77.25
	6/05/20	2020-2021 INSURANCE	PREMIU DATA PROCESSING	DATA PROCESSING	231.75
				TOTAL:	282,682.00
LOCATORS & SUPPLIES INC	6/05/20	HI-VIS SHIRTS	ELECTRIC	O-DISTR MISC	79.11
				TOTAL:	79.11

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_	
LOU'S GLOVES INC	6/05/20	NITRILE GLOVES	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	92.00	
	6/05/20	NITRILE GLOVES	MUNICIPAL WASTEWAT	O-PURIFY MISC	92.00_	
				TOTAL:	184.00	
MARTHALER CDJR	6/05/20	#20-43 OIL CHANGE	GENERAL FUND	ANIMAL CONTROL ENFORCE	54.35_	
				TOTAL:	54.35	
MARTHALER FORD OF WORTHINGTON	6/05/20	#20-32 NEW DOOR LOCK PAD	GENERAL FUND	POLICE ADMINISTRATION	100.00	
	6/05/20	#20-32 NEW DOOR LOCK PAD	GENERAL FUND	POLICE ADMINISTRATION	59.50	
	6/05/20	#18-30 OIL CHANGE	GENERAL FUND	POLICE ADMINISTRATION	30.90	
	6/05/20	#18-30 OIL CHANGE	GENERAL FUND	POLICE ADMINISTRATION	23.45	
	6/05/20	#14-34 OIL CHANGE	GENERAL FUND	POLICE ADMINISTRATION	30.90	
	6/05/20	#14-34 OIL CHANGE	GENERAL FUND	POLICE ADMINISTRATION	23.45	
	6/05/20	PARTS	GENERAL FUND	POLICE ADMINISTRATION	58.90-	
			TOTAL:	209.30		
MC CUEN CONSTRUCTION INC	6/05/20	WATER CONCRETE RESTORATION WATER		NON-DEPARTMENTAL	2,151.60-	
	6/05/20	WATER CONCRETE RESTORATION WATER		PROJECT #2	43,032.00_	
				TOTAL:	40,880.40	
MINNESOTA ENERGY RESOURCES CORP	6/05/20	GAS SERVICE	GENERAL FUND	PAVED STREETS	284.41	
	6/05/20	GAS SERVICE	GENERAL FUND	PAVED STREETS	46.63	
	6/05/20	GAS SERVICE	RECREATION	OLSON PARK CAMPGROUND	105.29	
	6/05/20	GAS SERVICE	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	289.58	
	6/05/20	GAS SERVICE	WATER	O-DISTR MISC	18.50	
	6/05/20	GAS SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	397.18	
	6/05/20	GAS SERVICE	LIQUOR	O-GEN MISC	285.37	
	6/05/20	GAS SERVICE	AIRPORT	O-GEN MISC	98.90_	
				TOTAL:	1,525.86	
MISCELLANEOUS V SWANSON SHAUN	6/05/20	PARK RENTAL REFUND	RECREATION	NON-DEPARTMENTAL	46.57	
	SWANSON SHAUN	6/05/20	PARK RENTAL REFUND	RECREATION	NON-DEPARTMENTAL	3.43
	ALCALA AGUSTIN BARRON	6/05/20	REFUND OF DEPOSITS-ACCT FI WATER	NON-DEPARTMENTAL	2.53	
	ALCALA AGUSTIN BARRON	6/05/20	REFUND OF DEPOSITS-ACCT FI WATER	ACCTS-RECORDS & COLLEC	0.28	
	ALCALA AGUSTIN BARRON	6/05/20	REFUND OF DEPOSITS-ACCT FI ELECTRIC	NON-DEPARTMENTAL	95.00	
	FISCHER JAMIE	6/05/20	REFUND OF CREDITS-ACCT FIN ELECTRIC	NON-DEPARTMENTAL	51.95	
	GARZA GRACIELA	6/05/20	REFUND OF CREDIT-ACCT FINA ELECTRIC	NON-DEPARTMENTAL	71.38	
	GBREDNGL SIMON	6/05/20	REFUND OF CREDIT-ACCT FINA ELECTRIC	NON-DEPARTMENTAL	48.63	
	MEQUANENT AMARE	6/05/20	REFUND OF CREDIT-ACCT FINA ELECTRIC	NON-DEPARTMENTAL	85.21	
	WIEBE KAROLYN	6/05/20	REFUND OF CREDIT-ACCT FINA ELECTRIC	NON-DEPARTMENTAL	95.48	
	AMERICAN LUTHERAN CHUR	6/05/20	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	1,250.00
	DO VICKY	6/05/20	QUALITY INSTALL REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	350.00
	ENGLER LENAI	6/05/20	QUALITY INSTALL REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	350.00
	RED CARPET INN	6/05/20	OFF-PEAK LIGHTING REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	212.34
WINCH ERIC	6/05/20	QUALITY INSTALL REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	350.00	
ALCALA AGUSTIN BARRON	6/05/20	REFUND OF DEPOSITS-ACCT FI ELECTRIC	ACCTS-RECORDS & COLLEC	0.60_		
			TOTAL:	3,013.40		
MORRIS ELECTRONICS INC	6/05/20	TECHNICAL SUPPORT	WATER	ACCTS-RECORDS & COLLEC	10.00	
	6/05/20	TECHNICAL SUPPORT	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	10.00	
	6/05/20	TECHNICAL SUPPORT	ELECTRIC	ACCTS-RECORDS & COLLEC	20.00	
	6/05/20	LICENSE	DATA PROCESSING	DATA PROCESSING	66.92	
	6/05/20	LICENSE	DATA PROCESSING	DATA PROCESSING	400.70	
	6/05/20	REMOTE SUPPORT	DATA PROCESSING	DATA PROCESSING	420.00_	
			TOTAL:	927.62		

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
MUSCH CONSTRUCTION, INC	6/05/20	CENTENNIAL PARK SIDEWALK	RECREATION	PARK AREAS	15,120.00_
				TOTAL:	15,120.00
NICOLE R KEMPEMA	6/05/20	MAY CLEANING-CITY HALL	GENERAL FUND	GENERAL GOVT BUILDINGS	2,100.00
	6/05/20	MAY CLEANING-BAC	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	801.56_
				TOTAL:	2,901.56
NOBLES COUNTY ATTORNEY	6/05/20	WPD DWI FORFEITURE-SEIZED	GENERAL FUND	POLICE ADMINISTRATION	30.00_
				TOTAL:	30.00
NOBLES COUNTY AUDITOR/TREASURER	6/05/20	SOLID WASTE MANAGEMENT-APR	WASTE MANAGEMENT C	SOLID WASTE/RECYCLE	7,262.00_
				TOTAL:	7,262.00
NOBLES COUNTY HIGHWAY DEPT	6/05/20	APRIL FUEL	GENERAL FUND	ENGINEERING ADMIN	70.79
	6/05/20	APRIL FUEL	GENERAL FUND	ECONOMIC DEVELOPMENT	33.66
	6/05/20	APRIL FUEL	GENERAL FUND	POLICE ADMINISTRATION	2,986.75
	6/05/20	APRIL FUEL	GENERAL FUND	ANIMAL CONTROL ENFORCE	217.39
	6/05/20	APRIL FUEL	GENERAL FUND	PAVED STREETS	1,547.74
	6/05/20	APRIL FUEL	GENERAL FUND	ICE AND SNOW REMOVAL	229.89
	6/05/20	APRIL FUEL	GENERAL FUND	CODE ENFORCEMENT	50.32
	6/05/20	APRIL FUEL	RECREATION	SOCCER COMPLEX	182.97
	6/05/20	APRIL FUEL	RECREATION	PARK AREAS	508.17
	6/05/20	APRIL FUEL	WATER	O-PUMPING	114.35
	6/05/20	APRIL FUEL	WATER	M-TRANS MAINS	410.94
	6/05/20	APRIL FUEL	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	90.76
	6/05/20	APRIL FUEL	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	28.73
	6/05/20	APRIL FUEL	MUNICIPAL WASTEWAT	O-PURIFY MISC	33.96
	6/05/20	APRIL FUEL	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	172.55
	6/05/20	APRIL FUEL	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	80.88
	6/05/20	APRIL FUEL	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	179.17
	6/05/20	APRIL FUEL	ELECTRIC	O-DISTR UNDERGRND LINE	1,064.72
	6/05/20	PERMIT LIGHTING	ELECTRIC	FA DISTR ST LITE & SIG	220.00
	6/05/20	PERMIT FIBER OPTICS	ELECTRIC	FA COMMUNICATION EQUIP	125.00
	6/05/20	APRIL FUEL	STORM WATER MANAGE	STORM DRAINAGE	90.77
	6/05/20	APRIL FUEL	STORM WATER MANAGE	STREET CLEANING	561.58
	6/05/20	APRIL FUEL	AIRPORT	O-GEN MISC	185.57_
				TOTAL:	9,186.66
NUTRIEN AG SOLUTIONS	6/05/20	TREE SPRAY	RECREATION	TREE REMOVAL	466.33_
				TOTAL:	466.33
ONE OFFICE SOLUTION-WOCITY	6/05/20	POST ITS	GENERAL FUND	ADMINISTRATION	14.62
	6/05/20	LEGAL PAD	GENERAL FUND	ADMINISTRATION	12.99
	6/05/20	ONE OFFICE SOLUTION-WOCITY	GENERAL FUND	ENGINEERING ADMIN	10.47
	6/05/20	PAPER	GENERAL FUND	ECONOMIC DEVELOPMENT	18.26
	6/05/20	CERTIFICATE PAPER	GENERAL FUND	ECONOMIC DEVELOPMENT	6.20
	6/05/20	ONE OFFICE SOLUTION-WOCITY	GENERAL FUND	ECONOMIC DEVELOPMENT	10.47_
				TOTAL:	73.01
ONE OFFICE SOLUTION-NCLAW	6/05/20	LABELS	GENERAL FUND	SECURITY CENTER	16.19
	6/05/20	LABELS	GENERAL FUND	SECURITY CENTER	16.19_
				TOTAL:	32.38
ONE OFFICE SOLUTION-WOCITY	6/05/20	COPIER SERVICE-MX2600N	GENERAL FUND	PAVED STREETS	15.50
	6/05/20	PUBLIC WORKS COPIER SERVIC	RECREATION	PARK AREAS	59.00
	6/05/20	COPIER SERVICE-MXC301W	LIQUOR	O-GEN MISC	68.27

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	6/05/20	HAND SANITIZER	DATA PROCESSING	DATA PROCESSING	89.40
	6/05/20	COPIER SERVICE-MX5140N	DATA PROCESSING	COPIER/FAX	215.01
	6/05/20	BOX PAPER	DATA PROCESSING	COPIER/FAX	758.00
	6/05/20	DISINFECTING WIPES	SAFETY PROMO/LOSS	HEALTH/SAFETY/FITNESS	49.90
	6/05/20	DISINFECTING WIPES	SAFETY PROMO/LOSS	HEALTH/SAFETY/FITNESS	49.99_
				TOTAL:	1,305.07
ONE OFFICE SOLUTION-WOUTIL	6/05/20	TONER	WATER	O-DISTR MISC	86.40
	6/05/20	PAPERTOWELS	WATER	ADMIN OFFICE SUPPLIES	6.25
	6/05/20	WEBCAM	WATER	ADMIN OFFICE SUPPLIES	19.75
	6/05/20	PAPERTOWELS	WATER	ACCTS-RECORDS & COLLEC	6.25
	6/05/20	PENS	WATER	ACCTS-RECORDS & COLLEC	7.66
	6/05/20	PAPER	WATER	ACCTS-RECORDS & COLLEC	3.95
	6/05/20	PAPERTOWELS	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	6.24
	6/05/20	WEBCAM	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	19.75
	6/05/20	PAPERTOWELS	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	6.24
	6/05/20	PENS	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	7.64
	6/05/20	PAPER	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	3.95
	6/05/20	PAPERTOWELS	ELECTRIC	ADMIN OFFICE SUPPLIES	12.50
	6/05/20	WEBCAM	ELECTRIC	ADMIN OFFICE SUPPLIES	39.50
	6/05/20	PAPERTOWELS	ELECTRIC	ACCTS-RECORDS & COLLEC	12.50
	6/05/20	PENS	ELECTRIC	ACCTS-RECORDS & COLLEC	15.31
	6/05/20	PAPER	ELECTRIC	ACCTS-RECORDS & COLLEC	7.91_
				TOTAL:	261.80
OPTUM BANK	6/05/20	HSA ADMIN FEE-MARCH	GENERAL FUND	GENERAL GOVT BUILDINGS	82.50_
				TOTAL:	82.50
PAUSTIS WINE COMPANY	6/05/20	WINE	LIQUOR	NON-DEPARTMENTAL	3,581.00
	6/05/20	FREIGHT	LIQUOR	O-SOURCE MISC	58.75_
				TOTAL:	3,639.75
PEPSI COLA BOTTLING CO OF PIPESTONE, M	6/05/20	MIX	LIQUOR	NON-DEPARTMENTAL	44.95
	6/05/20	MIX	LIQUOR	NON-DEPARTMENTAL	74.90_
				TOTAL:	119.85
PHILLIPS WINE & SPIRITS INC	6/05/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	7,300.86
	6/05/20	WINE	LIQUOR	NON-DEPARTMENTAL	925.45
	6/05/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	4,075.00
	6/05/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	6,246.76
	6/05/20	WINE	LIQUOR	NON-DEPARTMENTAL	1,013.25
	6/05/20	MIX	LIQUOR	NON-DEPARTMENTAL	50.28
	6/05/20	FREIGHT	LIQUOR	O-SOURCE MISC	133.43
	6/05/20	FREIGHT	LIQUOR	O-SOURCE MISC	39.81
	6/05/20	FREIGHT	LIQUOR	O-SOURCE MISC	98.03
	6/05/20	FREIGHT	LIQUOR	O-SOURCE MISC	83.66
	6/05/20	FREIGHT	LIQUOR	O-SOURCE MISC	33.80_
				TOTAL:	20,000.33
POLLARD WATER.COM	6/05/20	SERVICE LINE TOOLS	WATER	O-DIST UNDERGRND LINES	166.53_
				TOTAL:	166.53
BRIAN POWERS	6/05/20	MONTHLY BOILER CHECK-MAY	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	310.00_
				TOTAL:	310.00
RADIO WORKS LLC	6/05/20	SIGN-IN PACKAGE-MEDIA WORK	GENERAL FUND	OTHER GEN GOVT MISC	500.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
				TOTAL:	500.00
RED BULL DISTRIBUTION COMPANY INC	6/05/20	MIX	LIQUOR	NON-DEPARTMENTAL	303.00_
				TOTAL:	303.00
RILEY MARK	6/05/20	BOOTS	GENERAL FUND	POLICE ADMINISTRATION	63.00_
				TOTAL:	63.00
ROUND LAKE VINEYARDS & WINERY LLC	6/05/20	WINE	LIQUOR	NON-DEPARTMENTAL	882.00_
				TOTAL:	882.00
RUNNINGS SUPPLY INC-ACCT#9502440	6/05/20	CLOCK	WATER	O-PURIFY MISC	8.99
	6/05/20	SERVICE LINE TOOLS	WATER	O-DIST UNDERGRND LINES	216.57
	6/05/20	SERVICE LINE TOOLS	WATER	O-DIST UNDERGRND LINES	26.58-
	6/05/20	SHOP SUPPLIES	WATER	O-DISTR MISC	63.54
	6/05/20	SHOP SUPPLIES	WATER	O-DISTR MISC	50.96
	6/05/20	SHOP SUPPLIES	WATER	O-DISTR MISC	20.65
	6/05/20	HYDRANT REPAIRS	WATER	M-TRANS HYDRANTS	78.62
	6/05/20	COUPLER PARTS	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	0.10-
	6/05/20	NUTS AND BOLTS	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	1.41
	6/05/20	FLEX TAPE, BOLTS	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	22.50
	6/05/20	MOP, BALL VALVE	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	20.68
	6/05/20	HOSE CLAMPS	ELECTRIC	M-DISTR UNDERGRND LINE	14.90-
	6/05/20	HOSE CLAMPS	ELECTRIC	M-DISTR UNDERGRND LINE	16.19
	6/05/20	ROUNDUP	ELECTRIC	M-DISTR UNDERGRND LINE	39.98_
				TOTAL:	498.51
RUNNINGS SUPPLY INC-ACCT#9502485	6/05/20	BATTERY	GENERAL FUND	POLICE ADMINISTRATION	3.69
	6/05/20	BATTERY	GENERAL FUND	POLICE ADMINISTRATION	6.38
	6/05/20	LADDER FOR RANGE	GENERAL FUND	POLICE ADMINISTRATION	163.34
	6/05/20	BUNGEY CORD	GENERAL FUND	POLICE ADMINISTRATION	4.98
	6/05/20	PIPE, COUPLERS, ELBOW	GENERAL FUND	PAVED STREETS	47.50
	6/05/20	TAC SPRAYER	GENERAL FUND	PAVED STREETS	96.98
	6/05/20	WIRING LIGHTS	GENERAL FUND	ICE AND SNOW REMOVAL	57.25
	6/05/20	SAW BLADES-DOCK REPAIRS	GENERAL FUND	LAKE IMPROVEMENT	33.97
	6/05/20	NIKON TRAILBLAZER, BANDAGE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	61.50
	6/05/20	SHOP	RECREATION	PARK AREAS	17.45
	6/05/20	BEACH NOOK	RECREATION	PARK AREAS	87.66
	6/05/20	SHOP	RECREATION	PARK AREAS	34.47
	6/05/20	SHOP	RECREATION	PARK AREAS	12.01
	6/05/20	BIT, SCREW	STORM WATER MANAGE	STORM DRAINAGE	12.98
	6/05/20	HANGAR	AIRPORT	O-GEN MISC	83.38_
				TOTAL:	723.54
SCHAAP SANITATION	6/05/20	MONTHLY SERVICE	GENERAL FUND	GENERAL GOVT BUILDINGS	109.93
	6/05/20	MONTHLY SERVICE	GENERAL FUND	FIRE ADMINISTRATION	51.68
	6/05/20	MONTHLY SERVICE	GENERAL FUND	PAVED STREETS	438.11
	6/05/20	MONTHLY SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	39.60
	6/05/20	MONTHLY SERVICE	WATER	O-DISTR MISC	119.28
	6/05/20	MONTHLY SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	283.43
	6/05/20	MONTHLY SERVICE	ELECTRIC	O-DISTR MISC	77.09
	6/05/20	MONTHLY SERVICE	AIRPORT	O-GEN MISC	100.44
	6/05/20	SOLID WASTE MANAGEMENT-APR	GARBAGE COLLECTION	SOLID WASTE/RECYCLE	70,201.74
	6/05/20	SOLID WASTE MANAGEMENT-APR	GARBAGE COLLECTION	SOLID WASTE/RECYCLE	14,160.90
	6/05/20	SOLID WASTE MANAGEMENT-APR	GARBAGE COLLECTION	SOLID WASTE/RECYCLE	1,187.73-
	6/05/20	SOLID WASTE MANAGEMENT-APR	GARBAGE COLLECTION	CODE ENFORCEMENT	4,538.75

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
				TOTAL:	88,933.22
SCHWALBACH ACE HARDWARE-5930	6/05/20	SIGNS-RESTROOMS	RECREATION	PARK AREAS	19.97
	6/05/20	BEACH NOOK SERVER WINDOWS	RECREATION	PARK AREAS	32.99
	6/05/20	BEACH NOOK SERVER WINDOWS	RECREATION	PARK AREAS	20.77
	6/05/20	BALL FOUNTAIN	RECREATION	PARK AREAS	5.37
	6/05/20	BALL FOUNTAIN	RECREATION	PARK AREAS	6.99
	6/05/20	BALL FOUNTAIN	RECREATION	PARK AREAS	0.58
	6/05/20	BEACH NOOK	RECREATION	PARK AREAS	2.20
				TOTAL:	88.87
SCHWALBACH ACE #6067	6/05/20	INFLUENT SAMPLE SHIPPING	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	11.14
				TOTAL:	11.14
SOUTHERN GLAZER'S WINE AND SPIRITS LL	6/05/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	712.80
	6/05/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	6,841.12
	6/05/20	MIX	LIQUOR	NON-DEPARTMENTAL	19.00
	6/05/20	WINE	LIQUOR	NON-DEPARTMENTAL	36.00
	6/05/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	8,617.35
	6/05/20	MIX	LIQUOR	NON-DEPARTMENTAL	137.12
	6/05/20	WINE	LIQUOR	NON-DEPARTMENTAL	440.00
	6/05/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	132.00
	6/05/20	FREIGHT	LIQUOR	O-SOURCE MISC	1.85
	6/05/20	FREIGHT	LIQUOR	O-SOURCE MISC	33.30
	6/05/20	FREIGHT	LIQUOR	O-SOURCE MISC	95.45
	6/05/20	FREIGHT	LIQUOR	O-SOURCE MISC	1.85
	6/05/20	FREIGHT	LIQUOR	O-SOURCE MISC	1.85
	6/05/20	FREIGHT	LIQUOR	O-SOURCE MISC	115.16
	6/05/20	FREIGHT	LIQUOR	O-SOURCE MISC	9.25
	6/05/20	FREIGHT	LIQUOR	O-SOURCE MISC	9.25
	6/05/20	FREIGHT	LIQUOR	O-SOURCE MISC	11.10
				TOTAL:	16,950.45
TRI-STATE GENERAL CONTRACTING	6/05/20	ENTERTAINMENT SPEC BLDG #8	ECONOMIC DEV AUTHO	NON-DEPARTMENTAL	15,030.94
	6/05/20	ENTERTAINMENT SPEC BLDG #8	ECONOMIC DEV AUTHO	BUSINESS DEVELOPMENT	300,618.80
				TOTAL:	285,587.86
TRI-STATE RENTAL CENTER	6/05/20	LIQUID CARBON DIOXIDE	WATER	O-DIST UNDERGRND LINES	40.50
				TOTAL:	40.50
MULINE	6/05/20	EVIDENCE BOX, POLYTUBING	GENERAL FUND	POLICE ADMINISTRATION	386.49
				TOTAL:	386.49
VEOLIA WATER NORTH AMERICA	6/05/20	CONTRACT OPERATIONS FEE-JU	INDUSTRIAL WASTEWA	O-PURIFY MISC	52,822.60
				TOTAL:	52,822.60
VERIZON WIRELESS	6/05/20	WIRELESS SERVICE	GENERAL FUND	POLICE ADMINISTRATION	628.55
	6/05/20	WIRELESS SERVICE	GENERAL FUND	POLICE ADMINISTRATION	595.27
	6/05/20	WIRELESS SERVICE	GENERAL FUND	SECURITY CENTER	66.84
	6/05/20	WIRELESS SERVICE	GENERAL FUND	SECURITY CENTER	66.84
	6/05/20	WIRELESS SERVICE	GENERAL FUND	ANIMAL CONTROL ENFORCE	35.01
	6/05/20	WIRELESS SERVICE	GENERAL FUND	CODE ENFORCEMENT	89.12
	6/05/20	WIRELESS SERVICE	GENERAL FUND	CODE ENFORCEMENT	35.01
				TOTAL:	1,516.64
PHILLIP JAY WILLARDSON	6/05/20	MOW & TRIM-808 MILTON AVEN	GENERAL FUND	CODE ENFORCEMENT	35.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	6/05/20	MOWING & TRIMMING	GENERAL FUND	CODE ENFORCEMENT	105.00_
				TOTAL:	140.00
WINE MERCHANTS	6/05/20	WINE	LIQUOR	NON-DEPARTMENTAL	480.00
	6/05/20	WINE	LIQUOR	NON-DEPARTMENTAL	288.00-
	6/05/20	FREIGHT	LIQUOR	O-SOURCE MISC	6.76
	6/05/20	FREIGHT	LIQUOR	O-SOURCE MISC	5.07-
				TOTAL:	193.69
WORTHINGTON BUILDING MATERIALS INC	6/05/20	BEACH NOOK SERVING WINDOW	RECREATION	PARK AREAS	32.21
	6/05/20	BEACH NOOK SERVING WINDOW	RECREATION	PARK AREAS	23.52_
				TOTAL:	55.73
WORTHINGTON TOWNSHIP	6/05/20	REIMB TAXES ON ANNEXED PRO ECONOMIC DEV AUTHO	GENERAL FUND	MISC HOUSING DEVELOPME	186.13
	6/05/20	REIMB TAXES ON ANNEXED PRO ELECTRIC		O-DISTR MISC	186.12_
				TOTAL:	372.25
WSB & ASSOCIATES INC	6/05/20	BIOLOGICAL FEASIBILITY STU WATER		O-PURIFY MISC	3,115.50_
				TOTAL:	3,115.50
WYCOFF DANNY	6/05/20	WYCOFF DANNY	LIQUOR	O-GEN MISC	34.27
	6/05/20	FEB/MARCH MILEAGE	LIQUOR	O-GEN MISC	34.21
	6/05/20	APRIL/MAY MILEAGE	LIQUOR	O-GEN MISC	34.16
	6/05/20	LATEX GLOVES	LIQUOR	O-GEN MISC	29.72_
				TOTAL:	132.36
YMCA	6/05/20	CAL MANAGEMENT-MAY	GENERAL FUND	CENTER FOR ACTIVE LIVI	2,324.06
	6/05/20	SEMI ANNUAL AQUA INSURANCE AQUATIC CENTER FAC		AQUATIC CENTER FACILIT	1,370.00_
				TOTAL:	3,694.06
ZABINSKI BUSINESS SERVICES INC	6/05/20	INGENICO SIGNATURE CAPTURE LIQUOR		O-GEN MISC	697.94_
				TOTAL:	697.94

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

101	GENERAL FUND	123,973.46
202	MEMORIAL AUDITORIUM	5,587.10
214	EVENT CENTER	1,925.00
229	RECREATION	371,331.44
231	ECONOMIC DEV AUTHORITY	291,807.13
321	PIR/TRUNKS	976.00
401	IMPROVEMENT CONST	6,295.16
409	MUNICIPAL BUILDING	4.00
425	OKABENA ESTATES	20.00
431	AQUATIC CENTER FACILITY	1,370.00
601	WATER	96,885.75
602	MUNICIPAL WASTEWATER	30,626.27
604	ELECTRIC	48,897.66
605	INDUSTRIAL WASTEWATER	87,895.98
606	STORM WATER MANAGEMENT	2,736.75
609	LIQUOR	177,145.65
612	AIRPORT	26,675.29
702	DATA PROCESSING	2,259.03
703	SAFETY PROMO/LOSS CTRL	99.89
873	GARBAGE COLLECTION	87,713.66
878	WASTE MANAGEMENT COLL	7,262.00

GRAND TOTAL: 1,371,487.22
