WORTHINGTON CITY COUNCIL

AGENDA

7:00 P.M. - Monday, July 27, 2020 City Hall Council Chambers

- A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE
- B. INTRODUCTIONS AND OPENING REMARKS
- C. AGENDA ADDITIONS/CHANGES AND CLOSURE
 - 1. Additions/Changes
 - 2. Closure
- D. CONSENT AGENDA
 - 1. CITY COUNCIL MINUTES (WHITE)
 - a. Special City Council Minutes of July 15, 2020
 - b. City Council Minutes of July 13, 2020
 - 2. MINUTES OF BOARDS & COMMISSIONS (PINK)
 - 1. Water & Light Commission Minutes of July 20, 2020
 - 2. Heron Lake Watershed Board Minutes of May 20, 2020
 - 3. CITY COUNCIL BUSINESS ADMINISTRATION MEMO (WHITE)

Case Item(s)

- 1. Approve Executing New Easement with the U.S. Army Corps of Engineers
- 4. CITY COUNCIL BUSINESS PUBLIC WORKS (GREEN)

Case Item(s)

- 1. 2020 Private Dock Application
- 5. FINANCIAL STATEMENT (LAVENDER)

- a. General Fund Statement of Revenues and Expenditures Budget and Actual for the Period of January 1, 2020 through June 30, 2020
- b. Municipal Liquor Store Income Statement for the Period of January 1, 2020 through June 30, 2020
- 6. BILLS PAYABLE (WHITE)

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

E. CITY COUNCIL BUSINESS - PUBLIC WORKS (GREEN)

Case Item(s)

- 1. Review and make a Recommendation on the Bids Received for 10th Street Plaza Project
- 2. Approve a Change Order for Darling Drive Extension

F. CITY COUNCIL BUSINESS - ENGINEERING (BLUE)

Case Item(s)

- 1. Professional Services Contract for Flower Lane Realignment Feasibility Report
- 2. Reapportion Special Assessments for Paving Improvement No. 108

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

Case Item(s)

- 1. Conditional Use Permit (JBS, INC)
- 2. Worthington Economic Development Authority Appointments
- 3. Worthington Economic Development Authority Meeting Date

4. Resolution Supporting First Children's Finance Grant Application to the Southwest Initiative Foundation (SWIF)

H. COUNCIL COMMITTEE REPORTS

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

I. CITY ADMINISTRATOR REPORT

J. ADJOURNMENT

WORTHINGTON CITY COUNCIL SPECIAL MEETING, JULY 15, 2020

The meeting was called to order at 12:00 p.m. in City Hall Council Chambers by Mayor Mike Kuhle with the following Council Members present: Alan Oberloh; Amy Ernst; Mike Harmon; Larry Janssen; Chad Cummings.

Staff present: Steve Robinson, City Administrator, Jason Brisson, Assistant City Administrator/Director of Economic Development; Jeremiah Cromie, City Planner; Angela Thiner, Assistant City Clerk.

Others present: Justine Wettschrek, Radio Works, Ryan McGaughey, The Globe.

COUNCIL DISCUSSION REGARDING DISTRIBUTION OF FUNDS RECEIVED THROUGH THE CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT (CARES ACT)

Steve Robinson, City Administrator, explained that on June 25th, the State of Minnesota announced that \$841 million will be distributed to MN counties, cities and towns to support local government coronavirus relief efforts. Of those funds, the City of Worthington received \$1,017,847 with Nobles County receiving \$2,670,655. Funds may be spent on eligible uses of qualifying costs of which the City has incurred expenses that both qualify and are eligible. Of the eligible expenses, "Economic Support" allows CARES Act funds to be used to provide grants to small businesses that have been adversely impacted by COVID-19. Steve noted, according to information provided by the Chamber, there are 440 businesses within the City of Worthington. Staff would like to see roughly 80% of the funds go towards local businesses with the remaining 20% for the city's qualifying, eligible expenses.

Discussion took place regarding working with Nobles County to distribute funds to local businesses. Details of the application process are still in the works. Mayor Kuhle suggested a council member be involved with the application process.

Council Member Cummings noted he would be in favor of collaborating with Nobles County.

Council Member Oberloh stated he wanted to make sure all City owned facilities were included when figuring out the total for the city's share. Steve stated all public facilities would be addressed first for expenses related to safety precautions.

Council Member Oberloh stated he is in support of going forward with the local economic stimulus. Council Member Cummings also voiced his support for going forward. Steve Robinson stated roughly \$700,000 would go towards local small businesses while the remaining \$300,000 would be for the all City owned facilities.

HOTEL THOMPSON GRANT AGREEMENT (CLARK PROPERTIES LLC)

Council passed a resolution at their October 28, 2019 meeting directing staff to use the leftover funds from TIF District 4 as a grant for Clark Unlimited Properties LLC to assist with repairs to the Hotel Thompson building. Council clarified the grant funds were not to be disbursed until the City received its first-half tax settlement from Nobles County, which included the payment to the City for the City's assessment on the

building. The City received its first-half tax settlement from Nobles County on June 19.

Jason Brisson presented a grant agreement totaling \$103,560.00 between Clark Unlimited Properties, LLC and the City of Worthington.

A motion was made my Council Member Oberloh, seconded by Council Member Harmon and unanimously carried to approve the grant agreement between Clark Unlimited Properties, LLC and the City of Worthington.

INOPERABLE VEHICLES DISCUSSION

Staff has received multiple complaints regarding inoperable vehicles sitting outside at vehicle repair shops for extended periods of time. Owners of the offending vehicle repair shops have received letters but have taken little action to clean-up their lots. Outside parking of disabled vehicles in residential or commercial districts for more than 2 weeks is prohibited by city code.

In response to questions from Council Member Cummings, staff noted the complaints are being caused by inoperable vehicles outside of vehicle repair shops, not so much in residential areas at this time. Staff discussed difficulties with enforcing this part of the city code without having a staff person on hand to inspect the lots on a daily basis. Staff also discussed only allowing auto repair businesses by conditional use permit only, making it easier to place conditions on this specific type of business.

Mayor Kuhle suggested requiring some type of screening. Council Member Ernst noted any conditions would need to be consistent.

Council Member Oberloh recommended city staff research what other communities are doing for enforcement that has shown to be effective.

OCCUPIED TRAILERS DISCUSSION

Staff has been made aware of at least 3 instances of people occupying and living in trailers/recreation vehicles on commercial lots for more than 72 hours, which is prohibited by City Code. Staff has contacted all 3 owners in these situations and received no compliance with moving them.

Discussion took place regarding changes that could be made to the City Code to be less restrictive but still maintain the integrity of the residential neighborhoods.

Council Member Cummings stated he would like staff to research what how other communities are dealing with this issue. Council Member Oberloh stated he agreed with Cummings recommendation.

ADJOURNMENT

The motion was made by Council Member Ernst, seconded by Council Member Cummings and unanimously carried to adjourn the meeting at 1:12 p.m.

Angela Thiner
Assistant City Clerk

WORTHINGTON CITY COUNCIL REGULAR MEETING, JULY 13, 2020

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

Staff present: Steve Robinson, City Administrator; Jason Brisson, Assistant City Administrator/ Director of Economic Development; Jeff Faragher, Acting Director of Engineering; Scott Hain, Public Utilities Manager; Mindy Eggers, City Clerk.

Others present: Justine Wettschreck, Radio Works; Ryan McGaughey, The Globe; Chris Kielblock, Gunner Beckering, Randy & Charlene Heeringa.

The Pledge of Allegiance was recited.

AGENDA CLOSED / APPROVED

Staff noted there was an addition of Administration Item G.4. Adopt a Resolution Accepting Donation of \$1,000,000 from JBS USA Food Company for Enhancement of the City's Field House and Recreation Center to the agenda.

A motion was made by Council Member Harmon, seconded by Council Member Ernst and unanimously carried to approve the agenda with the addition of *Item G.4. Adopt a Resolution Accepting Donation of \$1,000,000 from JBS USA Food Company for Enhancement of the City's Field House and Recreation Center* to the agenda.

PUBLIC HEARING - RESOLUTION NO. 2020-07-41 CITY OF WORTHINGTON ECONOMIC DEVELOPMENT AUTHORITY (EDA) AMENDED AND RESTATED ENABLING RESOLUTION

Pursuant to published notice this was the time and date set for a public hearing on City of Worthington Economic Development Authority (EDA) Amended and Restated Enabling Resolution.

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

Jason Brisson, Assistant City Administrator/Director of Economic Development, stated staff brought forward a set of proposed reforms for the City's Economic Development Authority (EDA). He said the following changes will take effect if Council approves moving forward with the discussed reforms to the EDA:

- The City EDA will consist of the five sitting members of the Worthington City Council, the Mayor of the City of Worthington, and one member of the Worthington Water and Light Commission. These Authority members are appointed by the Mayor and City Council.
- When the Mayor or a Councilmember leaves their office, a vacancy is created on the EDA

Board. The new Mayor or City Council Member will be appointed to the Board by the Mayor and City Council.

- The Water and Light Commissioner will serve a six-year term. If the Water and Light Commissioner's six-year term expires or they no longer serve as a Water and Light Commissioner before the end of their six-year term, a new Water and Light Commission representative will be presented for consideration by the Mayor and City Council.
- In the case that the Mayor or a City Council Member are removed from the EDA for cause, subject to the terms of Minnesota Statute 469.095 Subdivision 5, a representative from the community may serve on the EDA until a replacement is appointed by the Mayor and Council.
- In the case that the Water and Light Representative is removed from the EDA for cause, subject to the terms of Minnesota Statute 469.095 Subdivision 5, a new representative from the Water and Light Commission shall be appointed to serve on the EDA. Commissioners must be residents of the City, business owners in the City, or property owners in the City.
- The Council may allocate funds to the EDA for its operations and work. The EDA shall be empowered to expend all its budgeted funds from the City Council or other sources for activities authorized by the Enabling Resolution.
- Any sale of bonds or obligations shall be approved by the City Council before issuance.
- Any tax increment financing (TIF) district shall be approved by the City Council before establishment.
- The EDA shall have all other powers granted to economic development authorities as established by Minnesota Statutes 469.090 469.1082. Should the proposed resolution pass, the first meeting of the newly reformed Worthington EDA will be scheduled for Tuesday, July 21. At this meeting, the EDA will be asked to consider a set of bylaws governing the Authority.

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

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

A motion was made by Council Member Oberloh, seconded by Council Member Cummings and unanimously carried to adopt the following resolution:

RESOLUTION NO. 2020-07-41

AMENDED AND RESTATED RESOLUTION ENABLING THE CREATION OF THE CITY OF WORTHINGTON ECONOMIC DEVELOPMENT AUTHORITY

(Refer to Resolution File cor complete copy of Resolution)

CONSENT AGENDA APPROVED

A motion was made by Council Member Oberloh, seconded by Council Member Harmon and unanimously carried to approve the consent agenda as presented.

- City Council Minutes of Regular Meeting of June 22, 2020
- Special City Council Minutes of June 17, 2020
- Emergency Meeting Minutes of June 17, 2020
- Water & Light Commission Minutes July 6, 2020
- Planning Commission Minutes of June 2, 2020
- Center for Active Living Minutes of June 8, 2020
- YMCA Board of Directors Minutes of May 18, 2020
- Application for Parade Permit or to Block Street (s) and to Block a Portion of a Sidewalk -Worthington Area Chamber of Commerce - Crazy Days
- 2020 Private Dock Application
- Bills payable and totaling \$2,020,840.49 be ordered paid

PRESENTATION BY JENNIFER WEG, SANFORD WORTHINGTON EXECUTIVE DIRECTOR, REGARDING SANFORD WORTHINGTON'S RESPONSE TO COVID-19

Jennifer Weg, Executive Director, Sanford Worthington gave a presentation on the COVID-19 response. She said the hospital currently has 25 employed providers and between the clinic and the hospital has 384 additional employees. She gave an overview of the time line the COVID-19 Pandemic started to where we are today. There have been 4,315 tests done in 3 months with 38.2% positive symptomatic and contact exposure cases. They are still offering the drive thru testing clinic. To date, they have had 74 total inpatients, 13 transferred from the Emergency Department and 7 transferred from inpatient. There have been 54 recoveries. Ms. Weg said that 66% had comorbidities of obesity, diabetes type 2 and hypertension. They never ran out of PPE supplies and the state supplied the Remdesivir medication that aided in recoveries. She thanked everyone for the community support they have received during the pandemic.

RESOLUTION NO. 2020-07-42 APPOINTING ELECTION JUDGES AND ALTERNATES FOR THE AUGUST 11, 2020 PRIMARY ELECTION

State Statute 204B.21 Subd, 2 states that election judges for precincts in a municipality shall be appointed by the governing body of the municipality at least 25 days before the election at which they will serve, which this year is July 17th for the August 11, 2020 state primary election. The

statute provides that municipalities may by resolution authorize the City Clerk to appoint additional or alternate judges should the need arise for the primary election after the July 17th deadline.

A motion was made by Council Member Ernst, seconded by Council Member Janssen and unanimously carried to adopt the following resolution appointing election judges and alternates for the August 11, 2020 Primary Election.

RESOLUTION NO. 2020-07-42

A RESOLUTION APPOINTING ELECTION JUDGES AND ALTERNATES FOR THE AUGUST 11, 2020 PRIMARY ELECTION

(Refer to Resolution File cor complete copy of Resolution)

RELOCATION OF PREVIOUSLY APPROVED SIDEWALK EXTENSION AND CURB RAMPS TO FORM STREET CROSSINGS IN THE HOMEWOOD HILLS RECONSTRUCTION PROJECT

Steve Robinson, City Administrator, stated City Council previously approved the location of sidewalk extension and curb ramps within the Homewood Hill Street Reconstruction project. The work is being performed to address curb ramps that do not meet current Americans with Disabilities Act (ADA) standards and to further comply with the City's Active Living Plan.

He explained staff requested discretionary authority to relocate curb ramps as deemed necessary due to field conditions. The cost to perform this work has already been determined unit prices and paid by the City's share for non-assessable project costs.

A motion was made by Council Member Oberloh, seconded by Council Member Cummings and unanimously carried to approve the relocation of previously approved sidewalk extension and curb ramps to form street crossings in the Homewood Hills reconstruction project.

RESOLUTION NO. 2020-07-43 ACCEPTING A DONATION OF \$1,000,000 FROM JBS USA -FOOD COMPANY -FOR ENHANCEMENT OF THE CITY'S FIELD HOUSE AND RECREATION CENTER

Steve Robinson, City Administrator stated staff has received an offer of a \$1.0 million donation from JBS USA Food Company for enhancement of the City's field house and recreation center to be constructed with local option sales tax revenue. The donation is part of JBS's Hometown Strong Initiative investing in communities where their team members live and work. Mr. Robinson said the donation would be in addition to the \$3.5 million in local sales tax revenue the City has earmarked for this project. He explained under the terms of the agreement, JBS will be granted life-long naming rights and that the City shall feature the name and logo on the field house and recreation

center structure as mutually agreed by both parties.

Council Member Oberloh said he has a concern using the word lifelong because a lot of things could change over the years. Mr. Robinson stated he is currently working with the JBS office in Greeley on the particulars and will address it if there would be a name change it would be their expense and if there was to be a sale naming rights would have to be negotiated in the transaction.

A motion was made by Council Member Cummings, seconded by Council Member Harmon to adopt a resolution accepting a donation of personal property. Council Member Cummings amended the motion, seconded by Council Member Harmon and unanimously carried to adopt the following resolution accepting a donation and have staff negotiate a clause for an end statement concerning the naming rights in the donation agreement.

RESOLUTION NO. 2020-07-43

A RESOLUTION ACCEPTING A DONATION OF PERSONAL PROPERTY

(Refer to Resolution File cor complete copy of Resolution)

RESOLUTION NO. 2020-07-44 AUTHORIZING THE CITY OF WORTHINGTON TO SUBMIT A POINT SOURCE IMPLEMENTATION GRANT APPLICATION TO THE MINNESOTA PUBLIC FACILITIES AUTHORITY (PFA) AND TO AUTHORIZE CITY OFFICIALS TO EXECUTE A GRANT AGREEMENT ON BEHALF OF THE CITY OF WORTHINGTON FOR THE WORTHINGTON MUNICIPAL WASTEWATER TREATMENT FACILITY IMPROVEMENTS

Scott Hain, Public Utility General Manager, stated the municipal wastewater treatment facility was constructed and started operation in its current location on 27th Street North in 1962. Over the years various improvements have been made to the facility, the last major renovation of the plant was completed in 1989.

Mr. Hain explained in 2016, Bolton & Menk was retained to conduct an asset inventory and evaluation of the facility. The study was followed by the development of a facility plan which was completed in March of 2019. The facility plan is a 20-year planning document that considers existing plant assets, historical plant performance, 20-year design conditions and anticipated future permit regulations. He explained the facility plan also includes recommended alternatives and cost estimates for improvements. The plan indicated that much of the existing plant infrastructure was beyond its useful life and that the existing trickling filter technology was ill-suited to meet anticipated future permit conditions. The recommended alternative in the plan was to convert the current process to suspended-growth biological treatment and included rehabilitating the existing flow equalization system, the existing pre-treatment system, the existing influent pump station and the existing disinfection system and upgrading the biosolids processing system. The current estimated cost range for the improvements is \$18.5 - \$22.6 million.

He said earlier this year, Bolton & Menk was instructed to begin preliminary design engineering of the improvements identified in the facility plan. The preliminary design work will be completed by October. While the schedule for initiating construction has not been decided, it is possible that construction could begin as early as the summer of 2021.

Mr. Hain said one potential source of funding for the improvements is through the Point Source Implementation Grant (PSIG) program. Through this program, funds are appropriated to the Minnesota Public Facilities Authority to be awarded as grants toward eligible improvements to wastewater treatment facilities. Applications are taken on an annual basis and the deadline for accepting applications for this funding cycle is July 31. While submitting an application does not commit the City to anything, it just gets the project in line for possible PSIG funding. The Water & Light Commission formally recommended that the City Council adopt the resolution at their July 6th meeting.

A motion was made by Council Member Oberloh, seconded by Council Member Harmon and unanimously carried to adopt the following resolution authorizing the City of Worthington to submit a point source implementation grant application to the Minnesota Pubic Facilities Authority and to authorize city officials to execute a grant agreement on behalf of the City of Worthington for the Worthington Municipal Wastewater Treatment facilities improvements.

RESOLUTION NO. 2020-07-44

RESOLUTION AUTHORIZING THE CITY OF WORTHINGTON TO SUBMIT A POINT SOURCE IMPLEMENTATION GRANT APPLICATION TO THE MINNESOTA PUBLIC FACILITIES AUTHORITY (PFA) AND TO AUTHORIZE CITY OFFICIALS TO EXECUTE A GRANT AGREEMENT ON BEHALF OF THE CITY OF WORTHINGTON FOR THE WORTHINGTON MUNICIPAL WASTEWATER TREATMENT FACILITY IMPROVEMENTS

(Refer to Resolution File cor complete copy of Resolution)

RESOLUTION NO. 2020-07-45 ADOPTED RECEIVING REPORT AND CALLING FOR HEARING ON PROPOSED IMPROVEMENT

Jeff Faragher, Acting Director of Engineering, stated a feasibility report has been received on 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.

Staff recommends that Council receive the report and pass the resolution receiving the report and calling for hearing on the improvement and set the hearing for 7:00 pm at the August 10, 2020 Council meeting.

A motion was made by Council Member Harmon, seconded by Council Member Oberloh and unanimously carried to receive the report and adopt the following resolution receiving report and calling for hearing on proposed improvement.

RESOLUTION NO. 2020-07-45

RESOLUTION RECEIVING REPORT AND CALLING FOR HEARING ON PROPOSED IMPROVEMENT

(Refer to Resolution File cor complete copy of Resolution)

RESOLUTION NO. 2020-07-46 ADOPTED TRANSFERRING AUTHORITY OF THE CITY'S REVOLVING LOAN FUND TO THE CITY'S ECONOMIC DEVELOPMENT AUTHORITY

Jason Brisson, Assistant City Administrator/Director of Economic Development stated the City of Worthington has an existing revolving loan fund (RLF) with approximately \$1.33 million in assets. \$853k of the fund balance is unrestricted cash, \$341k is restricted cash, and \$130k are receivables. The purpose of the fund is to provide "gap" financing for projects that further the economic development goals of the City. A revised resolution was distributed with a minor change that the restricted \$341,000 cannot be transferred at this time.

Mr. Brisson explained the fund is controlled by the City Council but administrated by the City's Economic Development Revolving Loan Fund Committee . The Committee consists of 2 City Council members (the same two that are appointed to the City's Finance Committee), 2 members from Worthington Regional Economic Development Corporation, 2 members from financial institutions, and two citizens. The Mayor of the City of Worthington serves as the Chair. The City's Manager of Economic Development and Planning and WREDC staff serve as ex-officio members. The Committee makes funding recommendations to the City Council, who ultimately allocates funding for any projects.

Since the fund is controlled by the City of Worthington, the fund is subject to additional restrictions that do not apply to the revolving loan funds administrated by WREDC, the Southwest Regional Development Commission, and the Southwest Initiative Foundation, each of whose funds are much more active than the City's RLF. This will allow the City EDA to offer gap financing for projects that support the goals of the EDA and allow the fund to be more flexible. The goal is to target more activity and encourage additional private investing.

A motion was made by Council Member Oberloh seconded by Council Member Cummings and unanimously carried to adopt the following resolution transferring authority of the City's Revolving Loan Fund to the City's Economic Development Authority moving everything but the restricted funds.

RESOLUTION NO. 2020-07-46

RESOLUTION TRANSFERRING AUTHORITY OF THE CITY'S REVOLVING LOAN FUND TO THE CITY'S ECONOMIC DEVELOPMENT AUTHORITY

(Refer to Resolution File cor complete copy of Resolution)

COUNCIL COMMITTEE REPORTS

Mayor Kuhle - Attended a short meeting with Senator Amy Klobuchar in Worthington.

<u>Council Member Jansen</u> - Also attended the meeting with Senator Klobuchar. Contacted by a couple of constituents about mandating face masks in public places. The Mayor said it is good for everyone to wear a mask if they wish.

Council Member Oberloh - No report.

Council Member Cummings - Asked if the Centennial Park docks were going to be put in, Council Member Oberloh replied that the Park & Rec Board had decided not to with all of the construction going on. Staff will look into putting it in on the other side of the swim area. A constituent asked about the plans on the bike path where it is eroded. Mr. Robinson said Engineering staff is working with the contractor that had previously fixed it since they still have a punch list to finish. The WREDC Steering Committee is currently exploring options on what the structure of WREDC will look like moving forward, hoping to have something soon.

Council Member Ernst - No report.

<u>Council Member Harmon</u> - The Water & Light Commission appointed Randy Thompson to serve on the EDA Authority.

CITY ADMINISTRATOR'S REPORT

Steve Robinson, City Administrator, asked Council's thoughts on starting the Honorary program again, it had been suspended due to the pandemic. Council agreed to move forward and have individuals start serving again.

ADJOURNMENT

The motion was made by Council Member Ernst, seconded by Council Member Janssen and unanimously carried to adjourn the meeting at 8:16 p.m.

Mindy L. Eggers, MCMC City Clerk



WATER AND LIGHT COMMISSION MINUTES REGULAR MEETING JULY 20, 2020

The regular meeting of the Water and Light Commission was called to order in the Worthington Public Utilities Conference Room at 3:00 P.M. by President Debra Weg with the following members present: Michael Harmon, Kathy Hayenga and Randy Thompson. Absent was Chad Nixon (excused).

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

Others present: None

AGENDA ADDITIONS/CLOSURE

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

CONSENT AGENDA APPROVED

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

- Water and Light Commission minutes of the regular meeting held on July 6, 2020
- Staff reports for June 2020
- Utility bills payable totaling \$353,164.17 for July 10 and July 17, 2020

FINANCIAL STATEMENTS AND SALES REPORTS

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

2019 ANNUAL REPORT

Scott Hain, General Manger, presented the Worthington Public Utilities Annual Report for Fiscal Year Ended December 31, 2019.

After review, a motion was made by Commissioner Thompson, seconded by Commissioner Hayenga and unanimously carried to accept the 2019 Annual Report.

DECLARE ELECTRIC DEPARTMENT UNIT #104 SURPLUS PROPERTY

A motion was made by Commissioner Thompson, seconded by Commissioner Harmon and unanimously carried to declare the current unit #104, a 2013 GMC ½-ton pickup, surplus property and authorize disposal of the unit in accordance with the property disposal policy.



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PROJECT UPDATE

Scott Hain, General Manager, provided an update on the biological treatment project and the JBS freezer expansion project. Mr. Hain also reported that communication has been taking place with the Department of Defense since December 2019 on the renewal process for a currently expired 50-year agreement for an easement located on the Army Reserve property.

GENERAL MANAGER'S PERFORMANCE EVALUATION

Commission members turned in their individual performance evaluations for the General Manager. The Commission Secretary will prepare a compilation of results and email the results to the Commission prior to the August 10, 2020, regular meeting. The evaluation of the General Manager will take place during a closed session at the August 10 meeting.

COMMISSION COMMITTEE REPORTS

There were no Commission committee reports.

GENERAL MANAGER REPORT

The General Manager had nothing additional to report.

ADJOURNMENT

A motion was made by Commissioner Hayenga, seconded by Commissioner Thompson and unanimously carried to adjourn the meeting at 4:19 P.M. President Weg declared the meeting adjourned.

Deb A. Scheidt Secretary to the Commission



Heron Lake Watershed District (HLWD) Regular Meeting May 20, 2020

1. Call to Order

Wayne Rasche called the meeting to order at 1:00 p.m. Pursuant to Minnesota Statutes § 13D.021, subdivision 1, due to the COVID-19 pandemic, the HLWD meeting was held by teleconference. All managers and staff attended in person, while others participated by telephone.

Managers present: Bruce Leinen, Wayne Rasche, Harvey Kruger, Mark Bartosh, and Cory Reith Staff: Jan Voit

Others present: Ellen Hoefker, Drealan, Kvilhaug, Hoefker, & Co. (DKH & Co.); Louis Smith, Smith Partners, PLLP; Emily Javens, Minnesota Association of Watershed Districts (MAWD); Chuck Brandel, ISG; Kevin Stevens, Cottonwood County; Matt Widboom and Justin Ahlers, Nobles County; Scott McClure, Jackson County; and Larry Janssen

2. Agenda

Harvey Kruger made a motion to approve the agenda. Bruce Leinen seconded this. Motion carried unanimously.

3. 2019 Audit Presentation

Ellen Hoefker informed the managers that DKH & Co. is providing a clean, unmodified opinion. She explained the management discussion, Statement of Net Position, balance sheet, Statement of Revenues, Expenditures, and Changes, budget versus actual expenditures, internal controls, Note 16 and Note 17, and deficiencies in internal controls. It was noted that for future attendance at meetings and conferences, managers should provide receipts.

4. Minutes

Harvey Kruger made a motion to approve the minutes of the April 15 regular meeting. Cory Reith seconded this. Motion carried unanimously.

5. Treasurer's Report

Jan Voit presented the treasurer's report and bills payable. Discussion was held regarding the fees for legal services, the petition for intervention to the Board of Water and Soil Resources (BWSR), and issues that will impact public drainage system management. Louis Smith explained the process used for cost allocation. It was noted that the costs can be reallocated should the board decide to do so.

Mark Bartosh made a motion to approve the treasurer's report and allocate the costs related to the petition for intervention with BWSR to the general fund. Bruce Leinen seconded this. Motion carried unanimously.

6. Order and Notice of Public Hearing – Jackson County Judicial Ditch (JD) 36

Jan Voit explained that the preliminary report for JD 36 was filed on March 30. According to statute, the final hearing must be held not more than 30 days of the approval of the Preliminary Hearing Notice. She also explained that the hearing date was chosen by coordinating with the engineer and legal counsels. The hearing is scheduled for June 2 at 10:00 am.

Discussion was held regarding the impact of COVID-19 and the possibility of delaying the hearing until it can be done in person. Louis Smith explained that given COVID-19, it is reasonable to delay the hearing if, in the judgment of the managers, the delay would provide for more effective input. The hearing could be held and then continued to a future date. The Governor's most recent order explicitly provides that the legislature and other governmental meetings are exempt from the limit on public gatherings to ten persons, but also strongly encourages that



such meetings be held remotely whenever possible. Other watershed districts are holding hearings remotely and providing accommodations for input in writing.

Discussion was held regarding delaying the hearing, the Governor's executive orders, and the unknown relating to restrictions being lifted. Harvey Kruger made a motion to hold the hearing in person and by teleconference. Discussion was held regarding the comfort level of citizens attending in person, technology challenges, and landowners varying degrees of technical ability. Bruce Leinen seconded the motion. In favor: Kruger and Leinen. Opposed: Bartosh, Rasche, and Reith. Motion failed.

Mark Bartosh made a motion to delay the hearing for 30 days. Cory Reith seconded this. In favor: Bartosh, Leinen, Rasche, and Reith. Abstain: Kruger. Motion carried.

Order and Notice of Public Hearing – HLWD Project 2 Reestablishment of Records (ROR)

Jan Voit explained that the ROR report was filed on May 1. She also explained that the hearing date was chosen by coordinating with the engineer and legal counsel. The hearing is scheduled for June 17 following the monthly HLWD meeting.

Discussion was held regarding the number of landowners on the system. Louis Smith explained that paragraph two of the order allowed a judgment call regarding whether the meeting was held in person or electronically.

Harvey Kruger made a motion to approve the Order and Notice of Public Hearing on the HLWD Project 2 ROR. Bruce Leinen seconded this. Discussion was held regarding the possibility of delaying the hearing and that by June 17 it could be possible to hold the hearing in person. Louis Smith clarified that the order only allowed for judgment of whether the hearing was held in person or electronically, not whether it could be delayed. The managers voted on the motion. In favor: Kruger. Opposed: Bartosh, Leinen, Rasche, and Reith. Motion failed.

Mark Bartosh made a motion to delay the hearing 30 days. Cory Reith seconded this. Motion carried unanimously.

8. Proposal Resolution for the Heron Lake Phosphorus Reduction Project 3

Jan Voit explained the Heron Lake Phosphorus Reduction Project 3 proposal. It is for continuing the low interest loan program for septic system replacement. The program would be slightly different in that the cost to borrow the money is at no interest. The cost for landowners to borrow the money is one and a half percent. A board resolution is required for proposal submission.

Bruce Leinen made a motion to approve the Proposal Resolution for the Heron Lake Phosphorus Reduction Project 3. Harvey Kruger seconded this. Motion carried unanimously.

9. Drainage Management and Finance Issues

Louis Smith provided a chronology of the events that have transpired since April 15. At the HLWD's April 15 meeting, Louis Smith provided an update on his April 13 conversation with John Kolb on behalf of Jackson County and a recommended framework to collaborate in drainage management.

At the April meeting, Louis Smith recommended that the board approve two motions. The first directed legal counsel to petition the BWSR to intervene in the Jackson County JD 14 improvement proceeding for referral of two questions of water law and policy involved in the proceeding:

 Whether a county, on receipt of an assessment statement, is obligated to provide funds for the total cost of a drainage project duly ordered by the watershed district acting as drainage authority, for which the county may issue bonds; and



2. Whether the watershed district is operating as the lawful drainage authority in this proceeding, and if so, whether the county may lawfully step in to take over that authority. Further, that the Board authorizes counsel to communicate with counsel for Jackson County to seek a joint statement of these issues in the petition to BWSR.

The second motion authorized counsel to continue discussions with counsel for Jackson County to develop a proposed framework for cooperative management of drainage systems within the HLWD and Jackson County and provide a status report at the May meeting of the Board.

On April 16, Louis Smith reported to Mr. Kolb that the board had adopted these two motions. He asked that Mr. Kolb provide a response on the framing of the issues for the petition to BWSR by April 21. A summary of their April 13 discussion was also requested. On April 21, Louis Smith again contacted Mr. Kolb by text and voicemail. By April 24, Mr. Kolb still had not responded. Because of the need for timely response by BWSR due to the impending final hearing for JD 14 on June 2, the petition was filed with BWSR.

On May 13, Louis Smith spoke with Mr. Kolb. A month had transpired. Mr. Kolb inquired about the HLWD board's position on the drainage matters. Louis Smith communicated that the two actions from the April 15 meeting were the board's positions on those matters. Mr. Kolb said that Jackson County would be considering an action to oppose the petition because the questions were not appropriate water policy questions for BWSR to address.

On May 18, a conference call was held with two BWSR staff members who reviewed the petition and were working on a draft memo. They reviewed the two questions that were asked against Minn. Stat. § 103A.301 as to whether they met the criteria: 1) determination of the governing policy of state law in the proceeding and resolution of apparent inconsistencies between different statutes; or 2) the proper application of the policy of state law to facts in the proceeding if application is a matter of administrative discretion. BWSR staff consulted with the Attorney General's (AG) office. The staff conclusion is that BWSR should not accept the petition because there are no inconsistencies between different statutes or matters of administrative discretion. The staff had concluded in consulting with the AG office that the drainage law, watershed district law, and the Minnesota Public Drainage Manual clearly state that the HLWD is operating as the correct drainage authority, the county cannot take that authority away, and that the county shall provide funds for a duly ordered HLWD project.

Louis Smith recommended that the board vote to withdraw the petition on the condition of receiving the staff memo signed by the BWSR Executive Director indicating the memo has the approval of BWSR. The memo from BWSR would only be advisory, as would an AG opinion. Only a court can issue anything that is binding. This is the best and most clear outcome we could expect. Mr. Smith recommended that HLWD continue to collaborate with Jackson County to establish a clear working relationship. The presumption would be that the HLWD would proceed with the JD 14 hearing, order the project, and present the assessment statements to Jackson County.

A question was asked that if the petition to BWSR was withdrawn and the county refused to finance the project, what would be the HLWD's next move. Louis Smith responded that he did not know what the county's response would be. But, the statute states that once the assessment statement is presented, there is no discretion for the county to provide financing for a duly ordered project. The discretion would be for the county to determine what means they would use to do the financing.

A question was asked regarding the county's past refusal to fund HLWD projects because of their financial situation. Louis Smith explained that it is the desire of the HLWD to be good partners in drainage management. There needs to be careful coordination and consideration of



timing. Good sound financial planning can happen. The county does not want to be in a position of being surprised. We need to continue with good, clear communication.

Discussion was held regarding the timing for receiving the BWSR Executive Director's signature on the memo and if a decision regarding withdrawing the petition should wait until the June meeting. Louis Smith recommended action at today's meeting to withdraw the petition upon receipt of signed communication from the BWSR Executive Director.

Harvey Kruger made a motion that the HLWD instructs legal counsel to withdraw the petition for intervention to BWSR on the condition of receiving a communication signed by the BWSR Executive Director. Bruce Leinen seconded this. In favor: Kruger, Leinen, Rasche, and Reith. Opposed: Bartosh. Motion carried.

Discussion was held regarding the following topics.

- Communication regarding the petition for intervention and board direction. At the April 15 meeting, the board directed legal counsel to file a petition for intervention with BWSR on behalf of JD 14 and to seek a joint statement of the issues in the petition. A chronology of attempts to reach Jackson County legal counsel to seek a joint statement of issues was provided. The board had expressed a concern that these issues should be resolved by the JD 14 hearing. Legal counsel contacted the HLWD President to affirm the board's direction. Legal counsel was not authorized to speak with Jackson County Commissioners, and could only communicate through their attorney, Mr. Kolb.
- Conference call with BWSR staff. The conference call on May 18 with BWSR staff, Louis Smith, Emily Javens, and Jan Voit was initiated by BWSR.
- Drainage authority. There are rare instances when a watershed district does not have the capacity to serve as drainage authority, such as with Kanaranzi-Little Rock Watershed District. Minnesota drainage law, the Minnesota Public Drainage Manual, watershed district law, and the drainage bar all concur that if a petition is submitted to a watershed district, they should proceed accordingly as drainage authority.
- Financial impacts. The number of drainage improvement projects within the county, as well as credit limits need to be considered. Reaching a collaborative agreement is necessary. Despite the lack of communication, legal counsels intend to develop a framework, improving upon the existing process, and provide that to both boards.

Mark Bartosh made a motion to have legal counsel continue collaborative negotiations with Jackson County, having the HLWD President and one other manager engaged at all times and to schedule a joint meeting with Jackson County as soon as possible. Bruce Leinen seconded this. In favor: Bartosh, Leinen, Rasche, and Reith. Opposed: Kruger.

Continued discussion was held regarding the following topics.

- Opposed vote on the collaborative negotiations. The answers to the questions in the petition to BWSR should resolve most of the issues that have been discussed.
- Working collaboratively. At the March 2019 meeting, Mr. Kolb stated that the HLWD has the capacity to be drainage authority. The HLWD and Jackson County boards were both in agreement at that meeting. Having an answer to what changed for Jackson County would hopefully provide a basis for understanding why there has been a breakdown in communication and why there has been a reluctance to participate in a joint meeting. It is necessary for both boards to work together, with legal counsels, to understand the issues involved, eliminate duplication, and retain the authorities needed to carry out responsibilities according to Minnesota statutes.
- Finances. There is a need for greater understanding regarding financial impacts of drainage improvement and other projects that require long-term financing. Having the

PINK

HLWD and county financial advisors in attendance at a joint meeting would be helpful. Neither entity truly knows the impact that bonding would have on credit ratings.

- County commissioners. County commissioners appoint watershed district managers. It is
 important to get input from commissioners. However, managers should be making
 decisions based on what is best for the HLWD. It is important for county commissioners
 and watershed district managers to support the HLWD's activities in a positive,
 professional manner.
- Monthly updates. Since March of 2019, the HLWD has been required to provide Jackson County with monthly updates on all HLWD drainage-related activities. Despite this communication, there still seems to be a lack of understanding regarding the HLWD's statutory responsibilities and current projects.

10. Reports

District Administrator

Jan Voit reported on banking, BWSR/MAWD update, conversation with the Minnesota Pollution Control Agency Project Manager, JD 3, One Watershed One Plan, Jackson County Ditch (CD) 3, JD 19, Heron Lake Phosphorus Reduction Project 2, Cottonwood, Jackson, and Heron Lake Pollinator Partnership, Project 2, MAWD/Minnesota Association of Watershed Administrators Education Committee, Nobles, CD 12, Heron Lake Area Conservation Partnership, low interest loan application, JD 14, JD 36, and the website.

The final inspection report for Nobles CD 12 was submitted. Because this project did not involve any drainage system funds, a final acceptance hearing is not needed. The report will be filed and posted on the website.

Bruce Leinen made a motion to approve the septic system loan applications for Brian and Carmen Johnson and Kim and Bobbie Sue White contingent upon providing the required documentation. Mark Bartosh seconded this. Motion carried unanimously.

Watershed Technician

Jan Voit provided an update on behalf of Catherine Wegehaupt. Samantha Obermoller began her internship today. They are conducting water sampling. Report topics included the Minnesota Department of Agriculture cover crop grant, Minnesota Conservation Corps grant, HLWD properties, summer intern, lawns to legumes, and the Nau Construction permit application.

Harvey Kruger made a motion to approve the permit application for Nau Construction. Bruce Leinen seconded this. Motion carried unanimously.

Wayne Rasche expressed concern to the board regarding the HLWD's finances. He asked the managers to think about this.

Discussion was held regarding advertising for the low interest loan program.

11. Adjournment

The meeting adjourned at 2:56 p.m.

Harvey Kruger Secretary



CITY OF WORTHINGTON, MINNESOTA

EXHIBIT 1

GENERAL FUND STATEMENT OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL For the Three Months Ended June 30, 2020

	-		 20	20		Present alkinos anno al arcalente ancesas	
		12 Months Budget	6 Months Budget	20	Actual	Variance Favorable (Unfavorable)	2019 Actual
REVENUES Taxes Licenses and permits Intergovernmental revenue Charges for services Fines and forfeits Miscellaneous revenue	\$	1,724,058 253,300 3,928,042 344,532 60,000 190,589	\$ 862,029 126,650 1,964,021 172,266 30,000 95,296	\$	978,630 120,839 64,825 201,046 20,488 47,875	\$ 116,601 * (5,811) (1,899,196) * 28,780 (9,512) (47,421)	867,308 125,873 860,348 231,715 30,960 34,988
TOTAL REVENUES	\$	6,500,521	\$ 3,250,262	\$	1,433,703	\$ (1,816,559)	\$ 2,151,192
OTHER SOURCES Sale of fixed assets Operating transfer-in		- 1,254,174	- 627,087		7,300 595,098	7,300 (31,989)	17,591 599,688
TOTAL REVENUES AND OTHER SOURCES	\$	7,754,695	\$ 3,877,349	\$	2,036,101	\$ (1,841,248)	\$ 2,768,471
EXPENDITURES General government Public safety Public works Culture and recreation Conservation and development	\$	1,994,907 4,586,157 863,065 115,400 79,424	\$ 997,457 2,293,079 431,533 57,700 39,713	\$	813,784 2,239,590 418,410 39,990 52,397	\$ 183,673 53,489 13,123 17,710 (12,684)	\$ 987,341 2,556,742 1,229,894 46,758 22,147
TOTAL EXPENDITURES	\$	7,638,953	\$ 3,819,482	\$	3,564,171	\$ 255,311	\$ 4,842,882
OTHER USES Operating transfer-out		45,409	45,409		22,742	22,667	22,283
TOTAL EXPENDITURES AND OTHER USES	\$	7,684,362	\$ 3,864,891	\$	3,586,913	\$ 277,978	\$ 4,865,165
REVENUES AND OTHER SOURCES OVE (UNDER) EXPENDITURES AND OTHER USES	ER \$	70,333	\$ 12,458	\$	(1,550,812)	\$ (1,563,270)	\$ (2,096,694)

Notes:

2020 actual versus 2019 actual variance explanations:

Intergovernmental revenue difference due to amount of Fire Department grant received in 2019 versus 2020. Public safety expenditure difference due to capital outlay for fire truck purchased in 2019 not in 2020.

Public works expenditure difference due to allocation of wages (ice & snow removal) in 2019 versus in 2020.

^{*} The tax payments are received in June and December for approximately half of the current year levy. The LGA (intergovernmental revenue), is usually received in July and December with \$1,719,021 received each time.



CITY OF WORTHINGTON, MINNESOTA

EXHIBIT 2

GENERAL FUND SCHEDULE OF REVENUES - BUDGET AND ACTUAL For the Three Months Ended June 30, 2020

				2020				
	6 Months Budget		Actual		Variance Favorable (Unfavorable)			2019 Actual
Taxes	Acces :		-		-		-	
Property taxes ¹ Lodging taxes Gambling taxes	\$	861,029 - 1,000	\$	933,981 44,134 515	\$	72,952 44,134 (485)	\$	866,384 850 74
Total taxes	\$	862,029	\$	978,630	\$	116,601	\$	867,308
Licenses and permits Alcoholic beverage license Other business licenses and permits Building permits Plumbing/mechanical permits Misc development permits Zoning fees Gas franchise fees ²	\$	22,000 2,000 70,000 3,000 150 2,000 27,500	\$	28,775 1,905 64,195 4,323 165 2,006 19,470	\$	6,775 (95) (5,805) 1,323 15 6 (8,030)	\$	32,450 2,805 62,881 2,991 285 3,761 20,700
Total licenses and permits	\$	126,650	\$	120,839	\$	(5,811)	\$	125,873
Intergovernmental revenue Federal grants Police Fire Public works State grants	\$	35,000 - -	\$	- -	\$	(35,000) - -	\$	- 325,861 2,901
Local government aid ¹ Other State shared		1,719,021 63,000		- 64,825		(1,719,021) 1,825		478,656 52,930
Insurance premium tax-fire ³		36,000		-		(36,000)		<u>=</u>
Insurance premium tax-police ³ County aid Highway grants		101,000				(101,000)		=
Total intergovernmental revenue	\$	1,964,021	\$	64,825	\$	(1,899,196)	\$	860,348
Charges for services General government ⁴ Public safety Highways and streets Sanitation Recreation	\$	107,516 24,150 11,600 22,750 6,250	\$	126,920 37,076 9,231 24,470 3,349	\$	19,404 12,926 (2,369) 1,720 (2,901)	\$	148,190 23,983 10,077 40,268 9,197
Total charges for services	\$	172,266	\$	201,046	\$	28,780	\$	231,715
Fines and forfeits Court fines and forfeitures	\$	30,000	\$	20,488	\$	(9,512)	\$	30,960
Total fines and forfeits	\$	30,000	\$	20,488	\$	(9,512)	\$	30,960

¹Tax payments are received in June and December for approx. half of the current year levy. The LGA (intergovernmental revenue), is usually received in July and December with \$1,639,235 received each time. In 2019, the City received a portion of the 1st half payment in June.

²Received quarterly

³Received in September/October

⁴Timing of Engineering Surcharge



(Continued)

GENERAL FUND SCHEDULE OF REVENUES - BUDGET AND ACTUAL For the Three Months Ended June 30, 2020

CITY OF WORTHINGTON, MINNESOTA

		2020						
		6 Months Budget		Actual		Variance Favorable (Unfavorable)		2019 Actual
Miscellaneous revenue	-		_		_		_	
Special assessments	\$	-	\$	20	\$	20	\$	66
Interest earnings-regular ⁵		30,851		996		(29,855)		832
Interest earnings-loans ⁶		30,254		262		(29,992)		1,939
Rents		575		18,139		17,564		16,714
Other revenues		31,816		25,511		(6,305)		12,236
Contributions/donations		1,800		2,947		1,147		3,201
Total miscellaneous revenue	\$	95,296	\$	47,875	\$	(47,421)	\$	34,988
Total revenue	\$	3,250,262	\$	1,433,703	\$	(1,816,559)	\$	2,151,192
Other sources					-			
Sale of fixed assets Operating transfer-in	\$	7 2	\$	7,300	\$	7,300	\$	17,591
Electric Fund		364,587		332,598		(31,989)		322,077
Liquor Fund		137,500		137,502		2		137,502
Other*		125,000		124,998		(2)		140,109
Total other sources	\$	627,087	\$	602,398	\$	(24,689)	\$	617,279
Total revenue and other sources	\$	3,877,349	\$	2,036,101	\$	(1,841,248)	\$	2,768,471

⁵First six months share recorded in July and last six months recorded in December

⁶Majority of loan interest recorded in December

^{*}Operating Transfer-in-Other includes transfers for Insurance Funds (\$250,000)



CITY OF WORTHINGTON, MINNESOTA

EXHIBIT 2

GENERAL FUND SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL For the Three Months Ended June 30, 2020

	-			2020				
			6 Months Budget Actual		Variance Favorable (Unfavorable)			2019 Actual
General government								
Mayor and council	œ.	27 202	Φ.	00.054	Ф	0.704	¢.	32,779
Personnel services	\$	37,382	\$	28,651 8	\$	8,731 242	\$	32,779
Supplies		250						
Other services and charges		7,225		1,747		5,478		5,278
Total mayor and council	\$	44,857	\$	30,406	\$	14,451	\$	38,445
Administration			200			500 S000000		
Personnel services	\$	89,081	\$	83,724	\$	5,357	\$	77,383
Supplies		750		202		548		390
Other services and charges		7,825		5,605		2,220		9,184
Total administration	\$	97,656	\$	89,531	\$	8,125	\$	86,957
Clerk's office and elections					8		-	
Personnel services	\$	89,634	\$	72,015	\$	17,619	\$	94,588
Supplies		2,638		3,308		(670)		500
Other services and charges		14,983		10,429		4,554		9,115
Total clerk's office and elections	\$	107,255	\$	85,752	\$	21,503	\$	104,203
Finance			()		-			
Personnel services	\$	101,097	\$	94,778	\$	6,319	\$	91,845
Supplies		1,000		535		465		349
Other services and charges		53,142		34,720		18,422		31,504
Total finance	\$	155,239	\$	130,033	\$	25,206	\$	123,698
Legal								
Other services and charges	\$	20,000	\$	5,984	\$	14,016	\$	15,383
Total legal	\$	20,000	\$	5,984	\$	14,016	\$	15,383
Engineering	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				-	***************************************		
Personnel services	\$	163,527	\$	129,314	\$	34,213	\$	94,782
Supplies		5,125		435		4,690		901
Other services and charges		13,645		13,310		335		15,374
Capital outlay		15,000		5,909		9,091		335
Total engineering	\$	197,297	\$	148,968	\$	48,329	\$	111,392
	(<u>)</u>		<u> </u>	<u> </u>				



CITY OF WORTHINGTON, MINNESOTA

(Continued)

GENERAL FUND SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL For the Three Months Ended June 30, 2020

		****		2020				
	6 Months Budget		onths		/1	Variance Favorable Jnfavorable)		2019 Actual
				Actual				Actual
Community & economic development Personnel services Supplies Other services and charges	\$	204,979 3,225 86,741	\$	185,338 968 8,537	\$	19,641 2,257 78,204	\$	147,834 1,089 45,846
Total community & economic development	\$	294,945	\$	194,843	\$	100,102	\$	194,769
General government buildings Personnel services Supplies Other services and charges	\$	- 1,400 31,238	\$	390 2,130 34,292	\$	(390) (730) (3,054)	\$	548 1,307 28,954
Total general government buildings	\$	32,638	\$	36,812	\$	(4,174)	\$	30,809
Other general government	_		_		-			
Other services and charges ⁷ Capital outlay	\$	47,570 -	\$	88,008 3,447	\$	(40,438) (3,447)	\$	148,241 133,444
Total other general government	\$	47,570	\$	91,455	\$	(43,885)	\$	281,685
Total general government	\$	997,457	\$	813,784	\$	183,673	\$	987,341
Public safety	-		-		-		M-	
Police department Personnel services Supplies	\$	1,515,094 68,125	\$	1,398,376 38,881	\$	116,718 29,244	\$	1,450,943 74,469
Other services and charges ⁸ Capital outlay ⁹		429,765 60,750		463,267 172,469		(33,502) (111,719)		515,481 757
Total police department	\$	2,073,734	\$	2,072,993	\$	741	\$	2,041,650
Fire department Personnel services Supplies Other services and charges Capital outlay	\$	73,180 11,425 39,750 5,000	\$	48,383 7,038 35,486 7,435	\$	24,797 4,387 4,264 (2,435)	\$	38,515 13,763 38,206 325,862
Total fire department	\$	129,355	\$	98,342	\$	31,013	\$	416,346
Civil defense Other services and charges Capital outlay	\$	1,650 12,500	\$	517	\$	1,133 12,500	\$	148
Total civil defense	\$	14,150	\$	517	\$	13,633	\$	148
	-		_		-		_	

⁷Variance due to timing of dues and subscription payments.

⁸Variance partly due to timing of rental payment on law enforcement building.

⁹Variance due to timing of purchase of squad cars and TAC vests.



(Continued)

GENERAL FUND SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL

For the Three Months Ended June 30, 2020

CITY OF WORTHINGTON, MINNESOTA

			2020				
	6 Months Budget		Actual	F	avorable		2019 Actual
Ф.	7.590	Ф.	0.002	•	(1.412)	<u> </u>	15,758
ф		Ф		Ф		Φ	1,577
							1,865
	-		-		-		28,914
\$	11,114	\$	10,246	\$	868	\$	48,114
-							
					A 10 4 10 10 10 10 10 10 10 10 10 10 10 10 10		47,985
							864
	4,260		2,689		1,571		1,635
\$	64,726	\$	57,492	\$	7,234	\$	50,484
\$	2,293,079	\$	2,239,590	\$	53,489	\$	2,556,742
-		-		-		-	
•	000 044	•	000 040	•	(0.005)	•	005.040
\$	- 20	Ъ		Ф		Ф	265,849 108,621
							91,182
	-		1,927		(1,927)		701,939
\$	401,239	\$	416,504	\$	(15,265)	\$	1,167,591
-				_			
\$		\$	275	\$		\$	10,545
			-				611
	24,045		1,631		22,414		51,147
\$	30,294	\$	1,906	\$	28,388	\$	62,303
\$	431,533	\$	418,410	\$	13,123	\$	1,229,894
	\$ \$	\$ 7,589 1,500 2,025 - \$ 11,114 59,341 1,125 4,260 \$ 64,726 \$ 2,293,079 \$ 228,214 91,450 81,575 - \$ 401,239 \$ 5,749 500 24,045 \$ 30,294	\$ 7,589 \$ 1,500 2,025 - \$ 11,114 \$ 59,341 1,125 4,260 \$ 4,260 \$ \$ 64,726 \$ \$ \$ 2,293,079 \$ \$ \$ 228,214 \$ 91,450 81,575 - \$ 401,239 \$ \$ 5,749 \$ 500 24,045 \$ \$ 30,294 \$ \$	Budget Actual \$ 7,589	6 Months Budget Actual (U \$ 7,589 1,500 2,025 349 - \$ 9,002 895 349 - \$ \$ 11,114 \$ 10,246 \$ \$ 9,341 1,125 4,260 2,689 \$ 425 425 4,260 2,689 \$ \$ 64,726 \$ 57,492 \$ \$ 2,293,079 \$ 2,239,590 \$ \$ 228,214 91,450 81,575 - 1,927 \$ 236,249 98,301 81,575 - 1,927 \$ \$ 401,239 \$ 416,504 \$ \$ 5,749 500 24,045 \$ 275 500 - 24,045 \$ \$ 30,294 \$ 1,906 \$	6 Months Budget Actual Variance Favorable (Unfavorable) \$ 7,589 1,500 2,025 349 1,676 - \$ 9,002 895 605 349 1,676 - \$ (1,413) 605 605 349 1,676 - \$ 11,114 \$ 10,246 \$ 868 \$ 59,341 1,125 425 700 4,260 \$ 425 700 4,269 7,00 4,269 \$ 64,726 \$ 57,492 \$ 7,234 \$ 2,293,079 \$ 2,239,590 \$ 53,489 \$ 228,214 91,450 91,450 91,450 91,450 91,450 91,450 98,301 81,575 80,027 1,548 1,927 \$ (8,035) (6,851) 80,027 1,548 1,927 \$ (15,265) \$ 401,239 \$ 416,504 \$ (15,265) \$ 5,749 500 24,045 \$ 275 500 24,045 \$ 5,474 500 22,414 \$ 30,294 \$ 1,906 \$ 28,388	6 Months Budget Actual Variance Favorable (Unfavorable) \$ 7,589 1,500 2,025 349 1,676 - \$ 9,002 895 605 349 1,676 - \$ (1,413) 605 605 349 1,676 - \$ 868 \$ 11,114 \$ 10,246 \$ 868 \$ \$ 59,341 1,125 4,260 \$ 4,378 425 700 4,260 \$ 4,963 7,00 4,260 \$ 7,00 4,269 \$ 7,234 \$ \$ 64,726 \$ 57,492 \$ 7,234 \$ \$ 2,293,079 \$ 2,239,590 \$ 53,489 \$ \$ 2,293,079 \$ 2,239,590 \$ 53,489 \$ \$ 2,293,079 \$ 2,239,590 \$ 53,489 \$ \$ 2,293,079 \$ 2,239,590 \$ 53,489 \$ \$ 1,927 (1,927) \$ \$ 401,239 \$ 416,504 \$ (15,265) \$ \$ 5,749 500 24,045 \$ 275 500 500 24,045 \$ 5,474 1,631 \$ 5,474 22,414 \$ 30,294 \$ 1,906 \$ 28,388 \$

¹⁰Variance due to snow removal costs.

¹¹Variance due to timing of trash pickup expenditures.



(Continued)

CITY OF WORTHINGTON, MINNESOTA

GENERAL FUND SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL For the Three Months Ended June 30, 2020

	2020							
	(6 Months Budget		Actual	F	Variance Favorable nfavorable)		2019 Actual
Culture and recreation Center for Active Living Supplies	\$	4,150	\$	2,666	\$	1,484	\$	2,380
Other services and charges		47,190		28,914		18,276		39,401
Total Center for Active Living	\$	51,340	\$	31,580	\$	19,760	\$	41,781
Public Arts Supplies Other services and charges	\$	450 1,860	\$	- 4,224	\$	450 (2,364)	\$	- 240
Total Public Arts	\$	2,310	\$	4,224	\$	(1,914)	\$	240
Band Other services and charges	\$	4,050	\$	4,186	\$	(136)	\$	4,737
Total Band	\$	4,050	\$	4,186	\$	(136)	\$	4,737
Total culture and recreation	\$	57,700	\$	39,990	\$	17,710	\$	46,758
Conservation and development Clean water partnership project Other services and charges	\$	7,500	\$	-	\$	7,500	\$	-
Total clean water partnership project	\$	7,500	\$	-	\$	7,500	\$	<u> </u>
Lake improvement Personnel services Supplies Other services and charges Capital outlay	\$	3,551 1,550 2,880	\$	3,461 476 3,086	\$	90 1,074 (206)	\$	3,813 214 5,074 668
Total lake improvement	\$	7,981	\$	7,023	\$	958	\$	9,769
Economic development & assistance Personnel services Supplies Other services and charges	\$	5,759 2,000 16,473	\$	2,229 136 43,009	\$	3,530 1,864 (26,536)	\$	2,603 16 9,759
Total economic development/assistance	\$	24,232	\$	45,374	\$	(21,142)	\$	12,378
Total conservation and development	\$	39,713	\$	52,397	\$	(12,684)	\$	22,147
Other uses Operating transfer-out Rising Sun Payments					-		<u> </u>	
WRH Fund Debt service Water Fund Municipal Industrial Wastewater	\$	22,705 - 11,352 11,352	\$	11,310 122 5,655 5,655	\$	11,395 (122) 5,697 5,697	\$	11,141 - 5,571 5,571
Total other uses	\$	45,409	\$	22,742	\$	22,667	\$	22,283
Total expenditures and other uses	\$	3,864,891	\$	3,586,913	\$	277,978	\$	4,865,165

LAVENDER

CITY OF WORTHINGTON, MINNESOTA

MUNICIPAL LIQUOR STORE INCOME STATEMENT For the Period 1/1/20 Through 6/30/20 (Amounts in Dollars)

		JUL	١E	%	YT	D	
	Total 2020	1	Previous	YTD Actual		Previous	
	Budget	Actual	Year	to Budget	Actual	Year	
Sales							
Liquor	1,829,795	162,123	146,339	51.3%	938,923	790,545	
Wine	618,035	43,364	41,579	43.9%	271,349	252,773	
Beer	2,150,500	238,151	206,447	49.3%	1,060,351	934,143	
Mix/nonalcohol	76,203	7,968	7,933	42.1%	32,058	29,057	
NSF charges	200	<u> </u>	30	30.0%	60	60_	
Net Sales	4,674,733	451,606	402,328	49.3%	2,302,741	2,006,578	
Cost of Goods Sold							
Liquor	1,317,450	114,586	105,035	50.9%	670,391	564,242	
Beer	1,655,885	183,735	29,752	49.4%	818,359	180,380	
Wine	432,625	27,011	158,058	43.1%	186,259	721,274	
Soft drinks/mix	51,056	8,703	4,527	48.9%	24,954	17,173	
Freight	28,000	3,226	2,258	50.9%	14,256	12,533	
Total Cost of Goods Sold	3,485,016	337,261	299,630	49.2%	1,714,219	1,495,602	
			94				
Gross Profit	1,189,717	114,345_	102,698	49.5%	588,522	510,976	
Operating Expenses							
Personnel services	425,243	34,226	31,100	46.5%	197,919	183,692	
Supplies	26,000	3,123	1,281	63.7%	16,572	10,543	
Other services & charges	200,312	28,302	26,672	50.0%	100,083	99,422	
Interest	23,990	-	-	0.0%			
Depreciation (estimated)	105,000	8,750	5,125	50.0%	52,500	30,750	
Total Operating Expenses	780,545	74,401	64,178	47.0%	367,074	324,407	
				96			
Operating Income (Loss)	409,172	39,944	38,520	54.1%	221,448_	186,569	
Non-Operating Revenues (Expenses)							
Interest earnings **	5,000	417	333	50.0%	2,502	1,998	
Other non-operating	=	-	_	_	_	2,145	
Sale of fixed asset	-	-	470		-	10,470	
Total Non-Operating Revenue (Expense)	5,000	417	803	50.0%	2,502	14,613	
Net Income (Loss) b/Operating Transfers	414,172	40,361	39,323	54.1%	223,950	201,182	
Operating Transfers-Out	(275,000)	(22,917)	(22,917)	50.0%	(137,502)	(137,502)	
Net Income (Loss)	139,172	17,444	16,406	N/A	86,448	63,680	

^{**} Includes six months budget

ADMINISTRATIVE SERVICES MEMO

DATE: JULY 24, 2020

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

CONSENT AGENDA CASE ITEMS

1. <u>APPROVE EXECUTING NEW EASEMENT WITH THE U.S. ARMY CORPS OF ENGINEERS</u>

Over the past few months, staff has been working with the Omaha District of the Corps of Engineers to renew an easement on the U.S. Army Reserve Center property, located north of Clary Street between Milton and Douglas, which expired on December 15, 2019. It is an active easement that contains a number of utilities including components of the electric distribution system.

The replacement easement has a term of fifty years (until 12/15/2069). The easement and its associated exhibits are included as *Exhibit 1*.

Council is requested to approve Easement DACA45-2-20-6022 and to authorize the Mayor and City Clerk to execute the document. All costs associated with the new easement will be paid by Worthington Public Utilities.

Recording requested by and when recorded mail to:

City of Worthington, MN Attention: Engineering PO Box 279 Worthington, MN 56187

Space Above This Line Reserved for Recorder's Use

DEPARTMENT OF THE ARMY EASEMENT FOR ELECTRIC POWER AND TRANSMISSION LINES RIGHTS-OF-WAY LOCATED ON WORTHINGTON MEMORIAL U.S. ARMY RESERVE CENTER WORTHINGTON, NOBELS COUNTY, MINNESOTA

This Easement is made on behalf of **THE UNITED STATES OF AMERICA** (the "United States"), between **THE SECRETARY OF THE ARMY**, acting by and through the Real Estate Contracting Officer, Real Estate Division, U.S. Army Engineer, Omaha District, hereinafter referred to as the "Grantor", under and by virtue of the authority vested in Title 10, United States Code, Section 2668, having found that the granting of this easement will not be against the public interest, and the **City of Worthington**, a municipal corporation, duly organized and existing under and by virtue of the laws of the State of Minnesota, with its principal offices located at 303 Ninth Street, Worthington, MN, 56187, hereinafter referred to as the "Grantee."

NOW THEREFORE:

The Grantor, for good and valuable consideration set forth below, the receipt and sufficiency of all of which are hereby acknowledged, upon and subject to the terms, covenants and conditions set forth in this Easement, does hereby:

Grant and convey to Grantee, an easement for the construction, installation, operation, maintenance, repair, removal, upgrade, and replacement of **poles and lines for the transmission or distribution of electric power**, and related Facilities, hereinafter collectively referred to as

1

the "Facilities", over, across, under, in and upon lands of the United States as identified in Exhibit "A" and further described in Exhibit "B", having been determined not to be more land than is necessary for the easement, hereinafter referred to as the "Premises", and which are attached hereto and made a part hereof;

Make no claim of title during the term of this Easement to any easement Facilities of whatever nature located, constructed, or placed on the Premises during the term of the Easement by, or on behalf of, the Grantee; and title to any such Facilities and any addition or alteration to the Facilities, shall, upon completion thereof, immediately vest in the Grantee. The Facilities shall remain real property for the duration of this Easement.

THIS EASEMENT is granted subject to the following conditions:

1. TERM

This Easement is hereby granted for a term of 50 years, beginning 15 December 2019, and ending 14 December 2069, so long as the Grantee remains in compliance with any or all of the conditions of this Easement.

2. CONSIDERATION, MITIGATION, AND DAMAGES

- **a.** As consideration for this Easement, the Grantee shall pay cash consideration in advance to the Grantor in the amount of ONE THOUSAND SIXTY-FIVE DOLLARS AND NO/100 (\$1,065.00). The Grantee shall pay this amount in a lump sum.
- **b.** The Grantee will mitigate damages caused to the Premises, surrounding areas, or to the Worthington Memorial U. S. Army Reserve Center, during initial installation and construction of the Facilities, and damages caused during operation, maintenance, or subsequent construction work, and complete all site restoration.
- c. Any cash payments to the Grantor will be made to the order of the "FAO USAED Omaha" and delivered to U.S. Army Corps of Engineers, Omaha District, Real Estate Division, ATTN: CENWO-RE-S, 1616 Capitol Avenue, Suite 9000, Omaha, NE 68102-4901.
- d. Any payments due under the terms of this Easement must be paid on or before the date they are due in order to avoid the mandatory sanctions imposed by the Debt Collection Act of 1982, as amended (31 U.S.C. Section 3717). This statute requires the imposition of an interest charge for the late payment of debts owed to the United States, an administrative charge to cover the costs of processing and handling delinquent debts, and the assessment of an additional penalty charge on any portion of a debt that is more than 90 days past due.

3. NOTICES

- a. All correspondence and notices to be given pursuant to this easement shall be in writing and addressed, if to the Grantee, to the City of Worthington, PO Box 279, Worthington, MN, 56187; and if to the Grantor, to: the Commander, Omaha District, U. S. Army Corps of Engineers, Real Estate Division, ATTN: CENWO-RE-M, 1616 Capitol Avenue, Suite 9000, Omaha, Nebraska 68102-4901; with reference to the Easement number: **DACA45-2-20-6022**, or as may from time to time otherwise be directed by the parties. Both Grantor and Grantee have an obligation to ensure that the other party has their accurate address.
- **b.** Notices shall be mailed by certified mail, postage prepaid, return receipt requested, addressed to the addresses above. The effective date of the notice shall be the earlier of the actual date of receipt or the date the addressee is notified of the attempted delivery of the certified mail, whether or not the addressee actually accepts delivery.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Grantor" or "Real Estate Contracting Officer" shall include their duly authorized representatives. Any reference to "Grantee" shall include assignees, transferees and their duly authorized representatives.

5. SUPERVISION BY THE GRANTOR

- a. The construction, operation, maintenance, repair or replacement of said Facilities, including related facilities, culverts and other drainage facilities, and the Premises shall be performed at no cost or expense to the United States under the general supervision and subject to the approval of the Grantor's representative having immediate jurisdiction over the property, hereinafter designated as "said officer," and in such manner as not to endanger personnel or property of the United States on the said United States land or obstruct travel on any road thereon. The Grantee shall have the right of ingress and egress for such purposes, subject to approval of access by said officer.
- **b.** The use and occupation of the Premises incident to the exercise of the privileges and purposes hereby granted shall be subject to such rules and regulations as the said officer may from time to time prescribe.

6. APPLICABLE LAWS AND REGULATIONS

a. The Grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the Premises are located. The Grantee shall be solely responsible for obtaining at its cost and expense any permits or licenses required for its operations under this Easement, independent of any existing permits or licenses held by the Grantor.

b. The Grantee shall promptly report to the Grantor any incident for which the Grantee is required to notify a Federal, State or local regulatory agency or any citation by Federal, State or local regulatory agency of non-compliance with any applicable law, ordinance or regulation.

7. CONDITION OF PREMISES

The Grantee acknowledges that it has inspected the Premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the Grantor.

8. INSPECTION AND REPAIRS

- a. Upon completion of any phase of the Easement activities which causes damage to the Premises, the Grantee shall restore said damage immediately, at the Grantee's own expense, to the same condition in which they existed prior to the commencement of such work, to the satisfaction of the said officer.
- **b.** The Grantee shall supervise the said Premises and Facilities and cause it to be inspected at reasonable intervals, and shall immediately repair any defects or leaks found by such inspection, or when requested by the Grantor to repair any defects or leaks.

9. PROTECTION OF GOVERNMENT PROPERTY

The Grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the Grantee under this Easement, and shall exercise due diligence in the protection of all property located on the Premises against fire or damage from any and all causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefore by the Grantee in an amount to reimburse for the loss satisfactory to the Grantor.

10. RIGHT TO ENTER

- a. The right is reserved to the Grantor, its officers, agents, and employees to enter upon the Premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the Grantee, and/or to make any other use of the lands as may be necessary in connection with government purposes, and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.
- **b.** The Grantee shall have the right to enter the Installation to exercise its rights under this Easement, subject to certain restrictions and/or special conditions required by the Installation. The Grantee acknowledges and recognizes that:

- (1) Premises are located on active U.S. Army installation and, as such, access to the easement activities may be subject to temporary closings and identification and/or routing requirements due to the occurrence of announced or unannounced events, actual or simulated, involving: mobilization, extreme weather conditions, security, anti-terrorist force protection measures, police, medical or fire-related emergencies; the occurrence of a national emergency declared by the President or Congress; or due to planned military training exercises affecting the Premises. It is expressly understood that the Grantor may limit or restrict the right of access granted in any manner considered necessary, in the Grantor's sole discretion.
- (2) Grantor, acting by and through his duly authorized Commander, Worthington Memorial U.S. Army Reserve Center, exercises command and control over and with respect to (i) the Premises, including traffic control, security, force protection, law enforcement, fire protection, activities performed thereon and command and control matters, and (ii) military personnel that may be at or otherwise present on the Premises from time to time.

11. RIGHT TO CONNECT This Condition has been Deleted.

12. REQUIRED SERVICES

The Grantee shall furnish through said Facilities such services as may be required from time to time for governmental purposes, provided that payment for such service will be made by the Grantor at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the Grantee for similar service.

13. TRANSFERS AND ASSIGNMENTS

Without prior written approval by said District Engineer, the Grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the Grantee.

14. INDEMNITY This Condition has been Deleted.

15. SUBJECT TO EASEMENTS

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the Premises, provided that the proposed grant of any new easement or route will be coordinated with the Grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the Premises by the Grantee.

16. OTHER AGENCY AGREEMENTS

It is understood that the provisions of this easement shall not abrogate or interfere with any agreements or commitments made or entered into between the Grantee and any other agency of the United States with regard to financial aid to the Grantee in connection with the installation, construction, operations, maintenance, or repair of the Facilities herein authorized.

17. RELOCATION OF FACILITIES

In the event all or any portion of the Premises occupied by the said Facilities shall be needed by the United States, or in the event the existence of said Facilities is determined to be detrimental to governmental activities, the Grantee shall from time to time, upon notice to do so, and as often as so notified, remove said Facilities to such other location on the Premises as may be designated by said officer. In the event said Facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation at the sole expense of the Grantee.

18. TERMINATION

This easement may be terminated by the Grantor upon 30 days written notice to the Grantee if the Grantor shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Grantor for failure of the Grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

19. SOIL AND WATER CONSERVATION

The Grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said Premises at the beginning of or that may be constructed by the Grantee during the term of this easement, and the Grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the Premises resulting from the activities of the Grantee shall be corrected by the Grantee as directed by said officer.

20. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the Premises against pollution of its air, ground and water. The Grantee shall comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the Premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The

Grantee shall not discharge waste or effluent from the Premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

- **b.** The use of any pesticides or herbicides within the Premises shall be in conformance with all applicable Federal, state, interstate, and local laws and regulations. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the Premises.
- **c.** The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

21. ENVIRONMENTAL SITE ASSESSMENT

An environmental site assessment, documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is on file with the Army Reserves 88th RD real estate office located at 60 South "O" Street, Fort McCoy, WI 54656. Upon revocation or termination of this easement, another environmental site assessment shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the Grantee in accordance with the condition on **RESTORATION**.

22. HISTORIC PRESERVATION

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the Premises, the Grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

23. NON-DISCRIMINATION

The Grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the Premises.

24. NON-DISCRIMINATION This Condition has been Deleted

25. RESTORATION

On or before the termination or revocation of this easement, the Grantee shall, without expense to the United States and within such time as said officer may indicate, restore the Premises to the satisfaction of said officer. In the event the Grantee shall fail to restore the

Premises, at the option of said officer, said improvements shall either become the property of the United States without compensation therefore, or said officer shall have the option to perform the restoration at the expense of the Grantee, and the Grantee shall have no claim for damages against the United States or its officers or agents for such action.

26. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the Premises are concerned; and the Grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity for obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. \ni 403), Section 404 of the Clean Water Act (33 U.S.C. \ni 1344) or any other permit or license which may be required by Federal, state, interstate or local laws in connection with the use of the Premises.

27. SPECIAL CONDITIONS

EXECUTIVE ORDERS 13658 AND 13706

- a. The parties expressly stipulate that this Easement is subject to Executive Orders 13658 and 13706 regarding minimum wage and sick leave requirements, the regulations issued by the Secretary of Labor in 29 CFR parts 10 and 13 pursuant to the Executive Orders as referenced herein. Executive Orders 13658 and 13706 are attached hereto and made a part hereof as Exhibits "C" and "D."
- **b.** If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this Easement, that an erroneous determination regarding the applicability of Executive Order 13658 was made, the Grantee, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes Grantee releasing any claim or entitlement it would otherwise have to an equitable adjustment to the Easement and indemnifying and holding harmless the United States from the claims of subcontractors and Grantee employees.
- c. The Grantee agrees no action can be taken in or on the buildings without prior consent and written approval from the 88th Readiness Division Environmental Division.
- **d.** The Grantee will maintain capacity and voltage of transformer KVA and voltage ratings will not be less than presently installed.

e. All electrical work within the easement area will be completed according to Federal, state and local codes.

THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

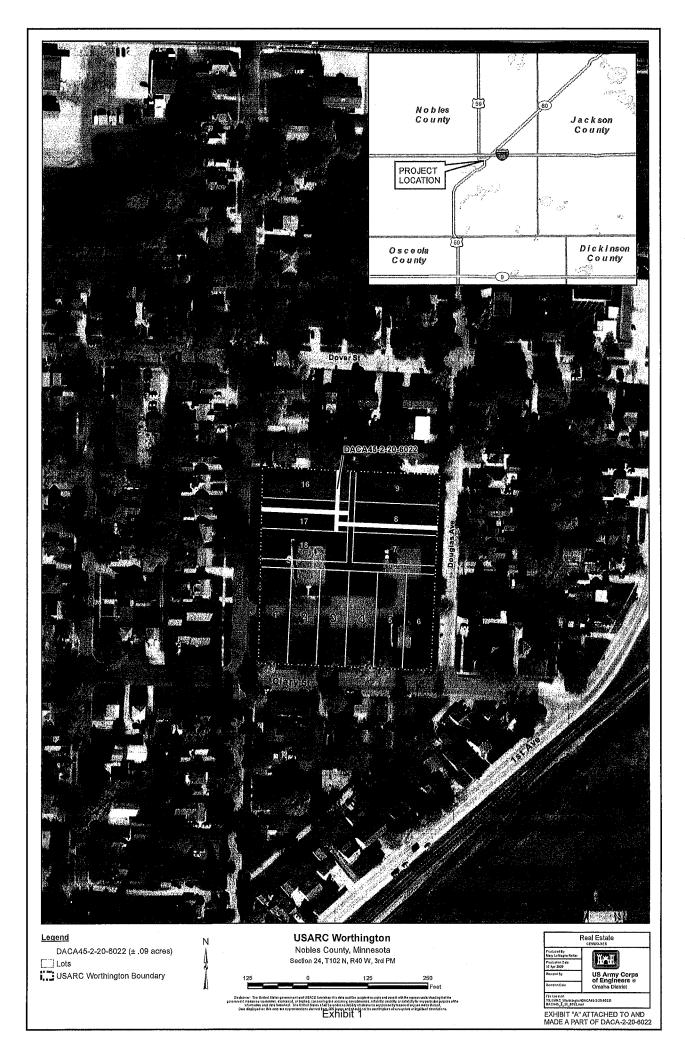
IN WITNESS WHERE	OF, I have	hereunto set my hand by authority
of the Secretary Army, this	day of	, 2020.
		SUSAN GODING
		Chief, Real Estate Division Real Estate Contracting Officer
<u>A</u>	CKNO	WLEDGMENT
STATE OF NEBRASKA		
COUNTY OF DOUGLAS		
County and State, on this within named Susan Goding , wh U.S. Army Engineer District, On foregoing Easement for Electric	day of no acknownaha, and the Power ar	FORE ME, the undersigned authority in and for said, 2020, within my jurisdiction, the ledged that she is the Real Estate Contracting Officer, hat in said capacity she executed the above and nd Transmission Lines Right-Of-Way by authority es therein expressed and as the act and deed of the
GIVEN UNDER MY HA	ND AND	SEAL, this,
(SEAL)		
		NOTARY PUBLIC
My Commission Expires:		

9

Grantee this day of, 2020.
CITY OF WORTHINGTON
Mike Kuhle Mayor
City Clerk Mindy L. Eggers
V L E D G M E N T
RE ME, the undersigned authority in and for the,, within my jurisdiction, Eggers, who acknowledged that they are Mayor and ington, a municipal corporation of the State of aid municipal corporation, and as its act and deed ent after having been duly authorized by said
NOTARY PUBLIC

10

General Easement 30 Sep 2008



USARC Worthington Nobles Counties, MN DACA45-2-20-6022

City of Worthington

A tract of land situated in the NE $\frac{1}{4}$ of Section 24, Township 102 North, Range 40 West, of the Third Principal Meridian, Nobles County, Minnesota, said tract of land being more particularly described as follows:

The Southerly 8.00 feet of the Northerly 51.00 feet of Lot 8;

The Northerly 8.00 feet of the Southerly 83.00 feet of the Vacated Alley lying between Lots 7 and 18 and between Lots 8 and 17;

The Southerly 8.00 feet of the Northerly 51.00 feet of the Easterly 20.90 feet of Lot 17;

The Southerly 8.00 feet of the Northerly 28.00 feet of Lot 17;

The Easterly 8.00 feet of the Westerly 162.00 feet of Lots 16 and 17;

The tract of land herein described contains 0.09 of an acre, more or less.

17APR2020MLR

EXHIBIT "B" ATTACHED TO AND MADE A PART OF DACA45-2-20-6022

Executive Order 13658

Any reference in this section to "prime contractor" or "contractor" shall mean the Licensee and any reference to "contract" shall refer to the License.

The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

- (b) Minimum Wages. (1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.
- (2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.
- (3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.
- (4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

- (5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.
- (c) Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.
- (d) Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.
- (e) The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.
- (f) Nothing herein shall relieve the contractor of any other obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.10 (or the minimum wage as established each January thereafter) to any worker.
- (g) Payroll Records. (1) The contractor shall make and maintain for three years records containing the information specified in paragraphs (g)(1) (i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representatives of the Wage and Hour Division of the

U.S. Department of Labor:

- (i) Name, address, and social security number.
- (ii) The worker's occupation(s) or classification(s)
- ·(iii) The rate or rates of wages paid.
- (iv) The number of daily and weekly hours worked by each worker.
- (v) Any deductions made; and
- (vi) Total wages paid.
- (2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.
- (3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.
- (4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.
- (5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.
- (h) The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.
- (i) Certification of Eligibility. (1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of

the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

- (2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.
- (3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- (j) Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this provision:
- (1) The employer must inform the tipped employee in advance of the use of the tip credit;
- (2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;
- (3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and
- (4) The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.
- (k) Antiretaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint of instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.
- (I) Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any

of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

(m) Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

Executive Order 13706

Any reference in this section to "prime contractor" or "contractor" shall mean the Licensee and any reference to "contract" shall refer to the License.

- (a) Executive Order 13706. This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.
- (b) Paid Sick Leave. (1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract. (2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24). rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken. (3) The prime contractor and any uppertier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.
- (c) Withholding. The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any pay and/or benefits denied or lost by reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.
- (d) Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for

completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

- (e) The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.
- (f) Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.
- (g) Recordkeeping. (1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:
- (i) Name, address, and Social Security number of each employee;
- (ii) The employee's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid (including all pay and benefits provided);
- (iv) The number of daily and weekly hours worked;
- (v) Any deductions made;
- (vi) The total wages paid (including all pay and benefits provided) each pay period;
- (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);
- (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;
- (ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in § 13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);
- (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);
- (xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;
- (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;

- (xiii) The relevant covered contract;
- (xiv)The regular pay and benefits provided to an employee for each use of paid sick leave; and
- (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
- (2)(i) If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time she asked to use paid sick leave.
- (ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or (iii), the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use her paid sick leave during any work time for the contractor.
- (3) In the event a contractor is not obligated by the Service Contract Act, the Davis-Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirements, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.
- (4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.
- (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

- (iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law. (5) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours. (6) Nothing in this contract clause limits or otherwise modifies the contractor's recordkeeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.
- (h) The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.
- (i) Certification of Eligibility. (1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1). (2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts currently maintained on the System for Award Management Web site, http://www.SAM.gov. (3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- (j) Interference/Discrimination. (1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs. (2) A contractor may not discharge or in any other manner discriminate against any employee for:
- (i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;

- (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;
- (iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13; or
- (iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.
- (k) Waiver. Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.
- (I) Notice. The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.
- (m) Disputes concerning labor standards. Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

GREEN

PUBLIC WORKS MEMO

DATE: JULY 22, 2020

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEM REQUIRING CITY COUNCIL ACTION OR REVIEW

CONSENT ITEM

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

City Staff has received a private dock on public property permit application from the following resident. The applicant (*Shown below*) was a permit holder in 2019 and meets all the City Dock Policy requirements.

1. 516 Lake Street Cecilia Burchill

Council action is requested to approve the application and authorize City Staff to issue the 2020 dock permit.

CASE ITEM

1. REVIEW AND MAKE A RECOMMENDATION ON THE BIDS RECEIVED FOR 10TH STREET PLAZA PROJECT

Council, at their June 8th, 2020 City Council meeting, approved 10th Street Plaza plans and authorized staff to advertise for bids. At 2 pm on July 22, 2020 sealed bids were opened for the 10th Street Plaza project. The project includes reconstruction of the paved area, a new shelter building, year around public restrooms, green space, a 10-foot trail and an area at the terminus of 10th Street dedicated for an art exhibit. The Probable Cost estimated for the project was \$1,601,799.82. The city received four bids and they are as follows:

Bidder Bid Amount



Solonek Construction \$1,213,193.00

Tri-State General Contacting \$1,261,801.00

McCuen Construction Inc. \$1,398,255.00

After reviewing the bids, it is staff's recommendation that council award the contract to DK Buildings, LLC, in the amount of \$1,147,500.00. Included in your Packet is a letter of recommendation (*Exhibit 1*) from Brian Bergstrom our Architect on the project. This contracted amount is \$454,299.82 under the Engineers Estimate of Probable Cost.

Council action is requested to accept DK buildings bid in the amount of \$1,147,500.00.

2. APPROVE A CHANGE ORDER FOR DARLING DRIVE EXTENSION

Tri-State General Contracting has submitted a Third change order proposal, included as (*Exhibit 2*), which includes modifications to the aggregate base located under a portion of the Darling Drive road extension. These modifications include an additional 9" sub cut, provide an additional 6" of quartzite crusher rock, 3" of pit run aggregate and 4" wrapped perforated subgrade pipe. The change order pricing is based on estimated quantities of product needed and these prices were listed in the change order proposal. The proposed change order is an increase of \$24,516.80 increasing our total contract price to \$3,949,029.55.

Council action is requested to approve Spec Building change order number Three



July 23, 2020

RE: City of Worthington 10th Street Plaza Bid Award Recommendation SEH No. WORTC 154699

Mr. Todd Wietzema Public Works Director City of Worthington 1300 Diagonal Road Worthington, MN 56187

On Wednesday, July 22, 2020 bids were received for the 10th Street Plaza Project. Four bids were received with the low bid being submitted by D.K. Buildings, LLC in the amount of \$1,147,500. A complete tabulation of the bids is attached for your reference.

Based on our review of the bids it is our opinion that D.K. Buildings, LLC has submitted the lowest responsive and responsible bid and they are qualified to complete the work as described in the bidding documents. It is our recommendation to award the 10th Street Plaza Project to D.K. Buildings, LLC in the amount of \$1,147,500

If you have any additional questions please contact me at 651-490-2031 or bbergstrom@sehinc.com.

Sincerely,

Brian Bergstrom, AIA Associate / Project Manager

Brin Beyon

Attachment c. Steve Robinson

x:\uz\w\wortc\154699\6-bid-const\rec award letter.docx



Change Order

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

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

Worthington, MN 56187

CONTRACT INFORMATION:

Contract For: General Construction

Date:

CHANGE ORDER INFORMATION:

Change Order Number: 003 Date: July 20, 2020

ARCHITECT: (Name and address) Short Elliott Hendrickson, Inc. 3535 Vadnais Center Drive St. Paul, MN 55110 CONTRACTOR: (Name and address)
Tri-State General Contracting, Inc.

131 Torgerson Lane Jackson, MN 56143

THE CONTRACT IS CHANGED AS FOLLOWS:

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

The subgrade on the Darling Drive, Sta 103+00 to 104+63 from the centerline right to the back of curb of the cul-de-sac requires additional work. The Contractor shall perform additional 9" of excavation, provide additional 6" depth of 3" (-) quartzite crusher rock, 3" depth of pit run aggregate and 4" wrapped perforated polyethleyene subgrade pipe on the the cul-de-sac on the south and east sides. Subgrade pipe connection (core hole, place pipe and mortar seal) to Structure #25 catch basin south side of Darling Drive.

Contractor shall provide truck count and loose cubic yard volume of actual quantities of excavation and materials used. Change Order pricing is based on estimated quantities (364 cubic yards (LV) of subgrade removal, 243 cubic yards (LV) of (-) quartzite crusher rock, 121 cubic yards (LV) pit run aggregate, 302' of 4" wrapped perforated polyethleyene subgrade pipe and one pipe connection to catch basin. Final change order price will be based on actual quantities of additional materials used at the unit pricing identified below:

Excavation and removal from the site - \$15.00 per cubic yard (Loose Volume)

Quartzite crusher rock, material, installation and compaction - \$53.00 per cubic yard (Loose Volume)

Pit run, material, installation and compaction - \$20.00 per cubic yard (Loose Volume)

4" wrapped perforated polyethleyene subgrade pipe, material and installation - \$3.75 per linear

Pipe connection to catch basin, material and installation - \$1000.00 per each

General Contractor shall be allowed to include 5% mark-up on subcontractors cost for overhead and profit plus 2% mark-up for bond cost increase.

Total estimated added cost for labor and materials: \$24,516.80

The original Contract Sum was

The net change by previously authorized Change Orders

The Contract Sum prior to this Change Order was

The Contract Sum will be increased by this Change Order in the amount of

The new Contract Sum including this Change Order will be

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be unchanged

\$ 3.795,000.00 \$ 129.512.75 \$ 3,924,512.75 \$ 24.516.80 \$ 3,949,029.55

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

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

Short Elliott Hendrickson, Inc.	Tri-State General Contracting, Inc.	City of Worthington	
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)	Т
Brin Beyon			
SIGNATURE	SIGNATURE	SIGNATURE	
Brian Bergstrom, Project Manager	Lewayne Pigman	Mike Kuhle, Mayor	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	
7/20/2020			
DATE	DATE	DATE	_



ENGINEERING MEMO

DATE: JULY 23, 2020

TO: HONORABLE MAYOR AND COUNCIL

SUBJECT: ITEMS REQUIRING COUNCIL ACTION OR REVIEW

AGENDA CASE ITEMS

1. PROFESSIONAL SERVICES CONTRACT FOR FLOWER LANE REALIGNMENT - FEASIBILITY REPORT

Recognizing the need to evaluate potential layouts for a realignment of Flower Lane to accommodate future development of property currently owned by South Shore Acres LLC, the City is seeking the assistance of a consulting firm to explore potential layouts and determine their cost of development.

The Professional Services contract includes reviewing preliminary design information and developing a feasibility report to address removing the existing portion of Flower Lane (former TH 59 paralleling the UP railroad) that was part of the prior State turn back of TH 59/60, realign Flower Lane to service the future development of the South Shore Acres LLC property, and review the preliminary storm water drainage for both the proposed roadway realignment and the future development.

The City is planning to use the turnback funds received from the State when TH 59/60 was realigned and the old road was turned back over to the City, along with the addition of MSAS funding if/as needed, as the realigned Flower Lane will be a relocation of the MSAS designation of the current Flower Lane. A portion of the costs for the drainage improvements would likely have to be specially assessed.

It is proposed that the fees for this study would be paid for from the turnback funds received from the State when TH 59/60 was realigned and the old road was turned back to the City. These funds are earmarked in the Construction Fund (401) reserves. Current balance of turnback reserve is \$1,087,080. The proposed services do not include final design, permitting or construction phase services.

Exhibit 1 includes a proposed contract with Short Elliott Hendrickson (SEH). The contract has been reviewed and approved by the City Attorney. The services to be provided are listed in Exhibit 1, page 1-9 and are proposed as not to exceed \$28,001.

Staff recommends that Council authorize execution of the agreement with SEH.



2. REAPPORTION SPECIAL ASSESSMENTS FOR PAVING IMPROVEMENT NO. 108

The Economic Development Authority's (EDAu) recently sold approximately 25 feet of property abutting 27th Street to The Patrick D. Janicek and Kimberly A. Janicek Family Trust. As a result of the reconfiguration of the properties, it will be necessary to reapportion the balance of special assessments for Paving Improvement No. 108 levied against the properties. It is appropriate for the assessments to be reapportioned to the two tracts in the same manner they would have been assessed at the time the improvement was completed. The original assessments were, and the reapportionments as proposed and petitioned for, are on a per lot basis with partial lots being pro-rated on a linear (per front foot) basis. The City has received the petition in Exhibit 2 to reapportion the assessments in such a manner.

Staff recommends that Council pass the resolution in Exhibit 2 reapportioning the assessments in the manner petitioned for.



Agreement for Professional Services

This Agreement is effective as of July 27, 2020, between Clty of Worthington (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Flower Lane Realignment - Feasibility Report.

Client's Auth	norized Representative:	Mike Kuhle, I	Mayor
Address:	303 9th Street		
	Worthington, MN 56187		
Telephone:	507.372.8622	email:	CouncilMembers@ci.worthington.mn.us
Drainat Man	agori Alaw Mussa		
Project Mana	ager: Alan Murra		
Address:	401 E. 8th Street, Suite 309	<u> </u>	
	Sioux Falls, SD 57103-7032	2	
Telephone:	605.330.7015	email:	amurra@sehinc.com

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

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

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

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

The estimated fee is subject to a not-to-exceed amount of \$28,001 including expenses and equipment.

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

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

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

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

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



Short I	Elliott Hendrickson Inc.	Clty of Worthington
		,
By:		By:
-	Robert L. Ellis	•
Title:	Principal	Title:
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Exhibit A-1 to Agreement for Professional Services Between City of Worthington (Client) and

Short Elliott Hendrickson Inc. (Consultant)
Dated July 27, 2020

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

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

A. Hourly Basis Option

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

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

B. Expenses

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

- 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.
- 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

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

C. Additional Services

- 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

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

SECTION II - CLIENT RESPONSIBILITIES

A. General

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

SECTION III - PAYMENTS

A. Invoices

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



SECTION IV - GENERAL CONSIDERATIONS

A. Standards of Performance

- The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
- 2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
- 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

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

C. Limitations on Consultant's Liability

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

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

D. Assignment

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

SECTION V - DISPUTE RESOLUTION

A. Mediation

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

B. Litigation - Choice of Venue and Jurisdiction

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

SECTION VI - INTELLECTUAL PROPERTY

A. Proprietary Information

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

B. Client Use of Instruments of Service

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

C. Reuse of Documents

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





for All of Us®

June 12, 2020

RE: Flower Lane Realignment Project Feasibility Report SEH No. WORTC P-155921 14.00

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

Dear Mr. Haffield:

Short Elliott Hendrickson Inc. (SEH®) is pleased to provide the City of Worthington this proposal for professional services for the Flower Lane Realignment Project. It is our understanding that the Professional Services will include reviewing the feasibility of removing the existing portion of Flower Lane that was part of the prior State turnback of TH 59/60, realign Flower Lane to serve the proposed future S Shore Acres development, and review the preliminary stormwater drainage for both the proposed roadway realignment and the future development.

Background

The City of Worthington has started reviewing options to realign Flower Lane from the UP rail crossing to West Gateway Drive. Seven (7) preliminary alignments have been developed for Flower Lane utilizing the existing topographic survey for the S Shore Acres development site. The boundary of the survey ends at the west property line of the development and therefore additional survey will be needed in order to develop accurate profiles as the new alignment ties into First Avenue. Preliminary drainage calculations were computed based on this existing topographic survey and two preliminary drainage basins have been identified within the north half of the development site.

The City is planning to use the turnback funds they received from the State when TH 59/60 was realigned and the old road was turned back over to the City, along with the addition of MSAS funding if/as needed, as the realigned Flower Lane will be a relocation of the MSAS designation of the current Flower Lane. All of a portion of the costs for the drainage improvements would likely have to be special assessed.

You have requested that SEH provide this proposal to review the preliminary design information and develop a feasibility report for the above mentioned project.

Scope of Work

Preliminary Design

Roadway

SEH will review the preliminary design information that the Midwest Engineering has developed. The City has provided SEH with an AutoCAD file (.dwg) containing the existing project topography, confined to the limits of the development parcel, as well as preliminary Flower Lane alignments and storm water basins. Additional contour information has been provided by the City to supplement the topographical survey. Roadway profiles will be developed for each of the alignments based on the survey data provided. It is



Dwayne Haffield June 12, 2020 Page 2

proposed that Flower Lane as realigned will continue to be designated as an MSAS route and therefore the preliminary design will follow the standard Mn/DOT State-aid design guidelines. SEH will review the proposed alignments and develop preliminary profile grades and grading limits, as well as prepare preliminary cost estimates for the proposed alignments. New sanitary sewer, water and lighting will not be included in the feasibility study at this time.

Stormwater Drainage Analysis

SEH will review the preliminary stormwater design information for both potential projects – the roadway realignment and the property development. SEH will prepare a memo and supplementary figures detailing the results and observations from the analysis. The memos will consist of the stormwater design standards calculated, preliminary stormwater concepts, and rough cost estimates for potential stormwater solutions for both alternatives, including stormsewer infrastructure. We are proposing the following detailed scope of work for the drainage analysis.

- Preliminary Stormwater Review
 - Review of Design Standards (Watershed)
 - o Drainage Area Delineation
 - Review basic site information including soil data, impaired waters, flood plain location
- Stormwater Analysis (complete the following for both the Roadway & Development)
 - Impervious Calculations
 - o Rate Control Model
 - Water Quality Model
 - o BMP preliminary design and grading plan
 - o Stormsewer preliminary design and analysis
 - Cost Estimate
- Stormwater Memo
 - o Compile results into a comprehensive memo
 - Prepare figures

Additional Services Not Included in this Proposal

Items not included:

- Final design
- Infiltration and soil testing
- Wetland delineation and permitting
- Construction stormwater permitting
- Development of final plans and specifications
- Floodplain modeling

Proposed Schedule

SEH would like to get started on the preliminary design work for the project as soon as the City executes the Contract. Once under contract SEH will initiate a kick-off meeting with City staff to review the project and go over the information to be included in the feasibility study and drainage memo. A draft report will be prepared and submitted to the City for review. SEH will set up a follow up meeting with City staff to review comments and answer any questions prior to preparing and submitting the final feasibility report.

Project Team

Al Murra will serve as the Project Manager for the project, Kelsey Waltz serving as the Project Engineer, and Jeremy Walgrave will be the lead on the stormwater drainage analysis.

Compensation

SEH proposes to be compensated for the scope of work outlined in the Agreement on an hourly basis. Compensation will be based on the hourly cost of personnel plus reimbursable expenses. SEH will provide the Scope of Work, as outlined above, for a fee not to exceed \$28,001.00 including reimbursable expenses. Additional services required beyond the tasks and estimated hours as described can be negotiated and/or provided as extra work on an hourly basis. The City of Worthington will be invoiced for actual labor and



Dwayne Haffield June 12, 2020 Page 3

reimbursable expenses incurred by SEH to complete the work. The person/hour task budget for the anticipated work is attached.

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

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

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

Project Manager Attachment

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Flower Lane Realignment & Stormwater Analysis **Feasibility Report Deliverables:** Report Sr. Lead Civil **Project Project** Hydraulic Admin. Hydraulic Task Manager Engineer Technician Engineer Technician Engineer A. Project Management 2 Coordination Meetings 2 Project Management B. Preliminary Roadway Design **Project Setup** 2 Review City CAD File/Preliminary Design Information 2 Preliminary Design (geometrics/proposed linework) 8 56 **Preliminary Cost Estimates** 2 4 **Develop Figures for Report** 4 Prepare Feasibility Report 8 QA/QC Review 4 2 **Review Modifications** 2 2 Stormwater Analysis (roadway) Preliminary Stormwater Review 3 Impervious Calculations 1 8 Rate Control Model 1 8 Water Quality Model 1 8 BMP preliminary design and grading plan 1 Stormsewer preliminary design and analysis 1 8 Cost Estimate 8 D. Stormwater Analysis (development) Preliminary Stormwater Review 3 Impervious Calculations 1 Rate Control Model 8 1 Water Quality Model 8 BMP preliminary design and grading plan 8 Stormsewer preliminary design and analysis 8 Cost Estimate 8 D. Stormwater Memo 2 12 Prepare Memo & Figures Total hours 228 100 Kelsey Kristi Jeremy Kate Al Murra Holmberg | Lynn Howe Staff Waltz Pederson Walgrave Project labor cost \$27,787.00 **Equipment charges** Mileage \$74.00 Reproductions \$140.00 Total project cost \$28,001.00



PETITION FOR REAPPORTIONMENT

JUL 2020
RECEIVED

Honorable Mayor and City Council City of Worthington P.O. Box 279 Worthington, MN 56187-0279

Council Members:

On May 18, 2020, the unpaid balance of special assessments levied upon the following described property, as shown on the assessment records of the City of Worthington, was as follows:

A tract of land in the Northeast Quarter of Section 14, Township 102 North, Range 40 West, Nobles County, Minnesota, described as follows:

The south 170 feet of the north 288 feet of the east 360 feet of said Quarter Section, which such tract is also known and described as follows: Commencing at the northeast corner of the Northeast Quarter of said Section 14, then south on the east section line of said Section 14, a distance of 118 feet, to the point of beginning; thence west and parallel with the north section line of said Section 14, a distance of 360 feet; thence south and parallel with the east line of said Section 14, a distance of 170 feet; thence east and parallel with the north section line of said Section 14, a distance of 360 feet to the east line of said Section 14; thence north on the east section line of said Section 14, a distance of 170 feet, to the place of beginning; EXCEPTING from the above described tract the west 25 feet of the east 100 feet thereof.

TOGETHER WITH

A tract of land in the Northeast Quarter of Section 14, Township 102 North, Range 40 West, Nobles County, Minnesota, described as follows:

Beginning at the northeast corner of said Northeast Quarter; thence westerly on the north line of said Section a distance of 606 feet; thence at right angles southerly a distance of 288 feet; thence at right angles easterly and parallel to the north line of said Section a distance of 246 feet; thence at right angles northerly a distance of 170 feet; thence at right angles easterly a distance of 360 feet, more or less, to the easterly line of said Section; thence at right angles northerly and on the east line of said Section a distance of 118 feet, more or less, to the point of beginning;

EXCEPTING therefrom the west 25 feet of the east 100 feet of the north 118 feet of said tract and EXCEPTING therefrom the north 35.00 feet thereof.

Paving Improvement No. 108

(31180)

506 feet

\$18,200.47

We, the undersigned, being the owners of said real property, do hereby petition that said special assessments levied upon said real property be reapportioned among the following described properties in the following manner and amounts, pursuant to the approved realignment of lot lines and transfer of ownership of the aforementioned property in said Section 14. We, the undersigned, do understand that the resolution to be adopted by Council reapportioning the special assessments must be published in the



official newspaper of the City of Worthington, and that the cost of the required publication will be charged to the benefitted property owners; however, upon presentation of this petition for reapportionment signed by 100% of the owners of the property involved, the publication requirement of the resolution will be waived.

Tract 1:

A tract of land in the Northeast Quarter of Section 14, Township 102 North, Range 40 West, Nobles County, Minnesota, described as follows:

The south 170 feet of the north 288 feet of the east 360 feet of said Quarter Section, which such tract is also known and described as follows: Commencing at the northeast corner of the Northeast Quarter of said Section 14, then south on the east section line of said Section 14, a distance of 118 feet, to the point of beginning; thence west and parallel with the north section line of said Section 14, a distance of 360 feet; thence south and parallel with the east line of said Section 14, a distance of 170 feet; thence east and parallel with the north section line of said Section 14, a distance of 360 feet to the east line of said Section 14; thence north on the east section line of said Section 14, a distance of 170 feet, to the place of beginning; EXCEPTING from the above described tract the west 25 feet of the east 100 feet thereof.

TOGETHER WITH

A tract of land in the Northeast Quarter of Section 14, Township 102 North, Range 40 West, Nobles County, Minnesota, described as follows:

Beginning at the northeast corner of said Northeast Quarter; thence westerly on the north line of said Section a distance of 581 feet; thence at right angles southerly a distance of 288 feet; thence at right angles easterly and parallel to the north line of said Section a distance of 246 feet; thence at right angles northerly a distance of 170 feet; thence at right angles easterly a distance of 360 feet, more or less, to the easterly line of said Section; thence at right angles northerly and on the east line of said Section a distance of 118 feet, more or less, to the point of beginning;

EXCEPTING therefrom the west 25 feet of the east 100 feet of the north 118 feet of said tract and EXCEPTING therefrom the north 35.00 feet thereof.

Paving Improvement No. 108

(31180)

481 feet

\$17,301.24

City of Worthington Economic Development Authority

Mike Kuhle, Chairman

umie, Chairman

Mindy L. Eggers, Secretary

Date 25.2020

Date

BLUE

\$899,23

Tract 2:

A tract of land in the Northeast Quarter of Section 14, Township 102 North, Range 40 West, Nobles County, Minnesota, described as follows:

Commencing at the northeast corner of said Northeast Quarter; thence westerly on the north line of said Section a distance of 606 feet to the point of beginning; thence at right angles southerly a distance of 288 feet; thence at right angles easterly and parallel to the north line of said Section a distance of 25 feet; thence at right angles northerly a distance of 288 feet; thence at right angles westerly along the north line of said Section a distance of 25 feet to the point of beginning;

25 feet

EXCEPTING therefrom the north 35.00 feet thereof.

Paving Improvement No. 108

· .	ς,
The Patrick D. Janicek and Kimberly A. Janicek Fam	ily Trust dated March 5, 2018
Taxant D firmess	6-24-2020
Patrick D. Janicek, Trustee	Date
./	
Hemberdy a Janeik	6.34.30
Kimberly A. Janicek Trustee	Date

(31180)



RESOLUTION NO. 2020-

REAPPORTIONING THE SPECIAL ASSESSMENTS FOR PAVING IMPROVEMENT NO. 108

WHEREAS. On May 18, 2020, the unpaid balance of special assessments levied upon the following described property, as shown on the assessment records of the City of Worthington, was as follows:

A tract of land in the Northeast Quarter of Section 14, Township 102 North, Range 40 West, Nobles County, Minnesota, described as follows:

The south 170 feet of the north 288 feet of the east 360 feet of said Quarter Section, which such tract is also known and described as follows: Commencing at the northeast corner of the Northeast Quarter of said Section 14, then south on the east section line of said Section 14, a distance of 118 feet, to the point of beginning; thence west and parallel with the north section line of said Section 14, a distance of 360 feet; thence south and parallel with the east line of said Section 14, a distance of 170 feet; thence east and parallel with the north section line of said Section 14, a distance of 360 feet to the east line of said Section 14; thence north on the east section line of said Section 14, a distance of 170 feet, to the place of beginning; EXCEPTING from the above described tract the west 25 feet of the east 100 feet thereof.

TOGETHER WITH

A tract of land in the Northeast Quarter of Section 14, Township 102 North, Range 40 West, Nobles County, Minnesota, described as follows:

Beginning at the northeast corner of said Northeast Quarter; thence westerly on the north line of said Section a distance of 606 feet; thence at right angles southerly a distance of 288 feet; thence at right angles easterly and parallel to the north line of said Section a distance of 246 feet; thence at right angles northerly a distance of 170 feet; thence at right angles easterly a distance of 360 feet, more or less, to the easterly line of said Section; thence at right angles northerly and on the east line of said Section a distance of 118 feet, more or less, to the point of beginning;

EXCEPTING therefrom the west 25 feet of the east 100 feet of the north 118 feet of said tract and EXCEPTING therefrom the north 35.00 feet thereof.

Paving Improvement No. 108 (31180)

506 feet

\$18,200.47

and

WHEREAS, The property listed above has been rearranged; and



Resolution No. 2020-Page 2 of 3

WHEREAS, The owners of the properties now request, by petition filed with the City on July 2, 2020, that the unpaid balance of the special assessments be reapportioned among the following described properties pursuant to the transfer of ownership and approved realignment of lot lines in said Section 14, City of Worthington, Nobles County, Minnesota; and

WHEREAS, The reapportionment of the special assessments as petitioned for will not materially impair collection of the unpaid balances of the assessments against said property.

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

I. That the special assessments for Paving Improvement No. 108, levied upon the property listed above, be reapportioned as follows:

Tract 1:

A tract of land in the Northeast Quarter of Section 14, Township 102 North, Range 40 West, Nobles County, Minnesota, described as follows:

The south 170 feet of the north 288 feet of the east 360 feet of said Quarter Section, which such tract is also known and described as follows: Commencing at the northeast corner of the Northeast Quarter of said Section 14, then south on the east section line of said Section 14, a distance of 118 feet, to the point of beginning; thence west and parallel with the north section line of said Section 14, a distance of 360 feet; thence south and parallel with the east line of said Section 14, a distance of 170 feet; thence east and parallel with the north section line of said Section 14, a distance of 360 feet to the east line of said Section 14; thence north on the east section line of said Section 14, a distance of 170 feet, to the place of beginning; EXCEPTING from the above described tract the west 25 feet of the east 100 feet thereof.

TOGETHER WITH

A tract of land in the Northeast Quarter of Section 14, Township 102 North, Range 40 West, Nobles County, Minnesota, described as follows:

Beginning at the northeast corner of said Northeast Quarter; thence westerly on the north line of said Section a distance of 581 feet; thence at right angles southerly a distance of 288 feet; thence at right angles easterly and parallel to the north line of said Section a distance of 246 feet; thence at right angles northerly a distance of 170 feet; thence at right angles easterly a distance of 360 feet, more or less, to the easterly line of said Section; thence at right angles northerly and on the



Resolution No. 2020-Page 3 of 3

east line of said Section a distance of 118 feet, more or less, to the point of beginning;

EXCEPTING therefrom the west 25 feet of the east 100 feet of the north 118 feet of said tract and EXCEPTING therefrom the north 35.00 feet thereof.

Paving Improvement No. 108 (31180) 481 feet

\$17,301.24

Tract 2:

A tract of land in the Northeast Quarter of Section 14, Township 102 North, Range 40 West, Nobles County, Minnesota, described as follows:

Commencing at the northeast corner of said Northeast Quarter; thence westerly on the north line of said Section a distance of 606 feet to the point of beginning; thence at right angles southerly a distance of 288 feet; thence at right angles easterly and parallel to the north line of said Section a distance of 25 feet; thence at right angles northerly a distance of 288 feet; thence at right angles westerly along the north line of said Section a distance of 25 feet to the point of beginning;

EXCEPTING therefrom the north 35.00 feet thereof.

Paving Improvement No. 108 (31180)

25 feet

\$899.23

2. That a copy of this resolution be filed in the Office of the City Clerk with the assessment rolls pertaining to the assessment.

Adopted by the City Council of the City of Worthington, Minnesota, this the 27th day of July, 2020.

(SEAL)

Mike Kuhle, Mayor	

Attest _____

Mindy L. Eggers. City Clerk



COMMUNITY DEVELOPMENT MEMO

DATE: JULY 27, 2020

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

CASE ITEMS

1. CONDITIONAL USE PERMIT (JBS, INC.)

Swift Pork Company submitted an application for a conditional use permit for their property at 2550 Hwy 60 NE. If approved, the applicant will be allowed to construct an 186,083 square foot freezer warehouse with an option of adding an 84,682 square foot warehouse addition in the future for the meat packing business utilizing the property. Meat packing businesses are identified as a "conditional use" in the "M-2" General Industrial District, which is the zoning classification of the subject property. The legal description of the property under consideration is as follows:

A tract of land lying in the West Half of Section 18, Township 102, Range 39, described as follows:

Commencing at the southwest corner of Section 18, Township 102, Range 39; thence East along said Section line a distance of 1,293.5 feet; thence North at 90° to said section line a distance of 1,010 feet to the point of beginning; thence North a distance of 100 feet to a point; thence West at 90° 397.38 feet to a point on the southeast right-of-way line of the C.St.P.M. & O. Railroad; thence northeast at an interior angle of 42° 08' and along said right-of-way a distance of 2,657.69 feet to a point on quarter section line; thence South at an interior angle of 47° 41' and along said quarter line a distance of 1,882.90 feet; thence West at an interior angle of 90° 11' a distance of 1,567.51 feet to the point of beginning.

Less and Except:

All that part of the following described tract:

That part of the Southeast Quarter of the Northwest Quarter and of the Northeast Quarter of the Southwest Quarter of Section 18, Township 102, Range 39 lying southeasterly of the railroad right-of-way;

Which lies northerly of a line run parallel with and distant 184 feet southerly of the following described line:

Beginning at a point on the east line of said Section 18, distant 100 feet south of the east quarter corner thereof; thence run westerly at an angle of 89° 14' 15" with said east section line (when measured from south to west) for 3,300 feet and there terminating; Together with all that part of the above-described tract adjoining and southerly of the above-described strip, which lies northerly of the following described line: From a point on the above-described line, distant 2,629.78 feet westerly of its point of beginning; run southerly at right angles to said line for 184 feet to the point of beginning of the line to be described; thence run southwesterly to a point distant 199 feet southerly (measured at right angles) from a point on the above-described line, distant 2,729.78 feet westerly of its point of

beginning; thence run westerly and parallel with the above-described line to the northwesterly boundary of the above-described tract and there terminating.

AND

A tract of land in the West Half of Section 18, Township 102, Range 39, described as follows:

Commencing at the southwest corner of said Section 18; thence East along said section line a distance of 1,293.5 feet; thence North at 90° to said section line a distance of 1,010 feet; thence East at 90° a distance of 522 feet to the point of beginning; thence easterly on said projected line a distance of 798 feet; thence South at 90° a distance of 250 feet; thence at 90° West a distance of 798 feet; thence at 90° North a distance of 250 feet, to the point of beginning.

Together with:

The northerly 50 feet of the following described tract:

Commencing at the southwest comer of Section 18, Township 102, Range 39; thence East along section line, a distance of 1,293.5 feet; thence North at 90° a distance of 740 feet to the point of beginning; thence North along same said line, a distance of 270 feet; thence East 90° a distance of 522 feet; thence South at 90° a distance of 270 feet; thence West at 90° a distance of 522 feet to the point of beginning.

AND ALSO

That part of the West half of the Southeast Quarter of Section 18, Township 102 North, Range 39 West, Nobles County, Minnesota, described as follows:

Commencing at the South Quarter corner of said Section 18; thence on an assumed bearing of North 0 degrees 01 minutes 48 seconds West, along the north-south quarter line of said section, a distance of 900.00 feet to an iron monument, said iron monument being the point of beginning of the tract to be described; thence North 90 degrees 00 minutes East a distance of 615.35 feet to an iron monument; thence North 0 degrees 00 minutes 27 seconds West a distance of 1456.84 feet to an iron monument located on the southerly right of way line of Interstate Highway 90; thence South 89 degrees 40 minutes 44 seconds West, along said southerly right of way line, a distance of 615.93 feet to an iron monument located on the north-south quarter line of said section; thence South 0 degrees 01 minutes 48 seconds East, along said north-south quarter line, a distance of 1453.39 feet to the point of beginning, containing 20.57 acres, subject to easements now of record in said county and state.

The Planning Commission considered the application at its July 14, 2020 meeting. After holding a public hearing, the Commission voted unanimously to recommend the City Council approve the conditional use permit subject to the following conditions:

- 1. The location of the building be constructed as illustrated in the site plan in Exhibit 1B;
- 2. The applicant provides 74 parking stalls within 1 year of receiving a building permit and provides a parking plan showing where an additional 59 parking spaces would go if employment were to intensify; and
- 3. The applicant and owner of the property comply with all applicable local, state and federal regulations.

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

1. With any zoning application, the proposed zoning classification or land use must be determined to be compatible with the land uses surrounding the property in question. The following is a brief description of the land uses surrounding Swift Pork Company. An aerial image of the site can be seen in Exhibit 1A. The proposed freezer warehouse site plan can be seen in Exhibit 1B.

<u>North</u> – (Out of City Limits) Interstate 90, Gas Station, Agriculture, Municipal (industrial) Sewer Plant

South - Warehousing, Truck Terminal, Manufacturing of Machinery/Equipment

East – (Out of City Limits) Agriculture

West – Gas Station, Truck Repair & Wash

It is staff's opinion that the meat packing business and the proposed freezer warehouse is compatible with the surrounding area land uses.

- 2. All properties in the "M-2" zoning district are subject to certain maximum density requirements for structure (50%) and floor-to-area (1:1). The subject property would be in compliance with both of these requirements with 24.4% and .39:1, respectively after the total warehouse expansion would be completed.
- 3. Required parking for the warehouse would require 1 space for every 2,000 square feet of floor area or 1.05 per employee on the largest shift. The proposed building will add 70 jobs according to the applicants. The applicants also provided that there would be 1,230 employees on the largest shift at the entire JBS plant once the project was complete. The applicants have indicated that they plan on adding 70 parking spaces on site. The current site plan shown in Exhibit 1C before the 70 spaces shows a total of 931 parking spaces on the property. Based on current standards, the parking required for the plant would be 1.05 spaces per employee on the largest shift would be the greater requirement which would require 1292 total hard surfaced parking spaces. The applicant has stated that the current parking meets the demands of the JBS plant and adding the extra 70 spaces will meet the future demands of employment at the plant and that there are currently empty spaces during each shift. If the City were to consider the warehouse as a separate use for parking purposes, the greater demand would require 133 spaces based on 1 space per 2,000 square feet ratio, while requiring 1.05 spaces per new employees on the largest shift would require 74 parking spaces. City Code states that:

"In the event that the lesser standard will provide sufficient off-street parking to accommodate demand generated by development, a property owner may comply with the lesser standard in accordance with the following conditions:

- (1) The parking plan shall show, and the property owner shall preserve, areas to be set aside and reserved for the installation of parking sufficient to accommodate, if necessary, the greater standard at some future time; and
- (2) In the event that, due to changes in use or intensity of use, the lesser standard becomes insufficient to accommodate parking demand generated by a particular use, then the property owner shall install sufficient parking within one year of such notice being given by the Administrator. In such cases, the number of stalls required for sufficient parking shall be determined by the Administrator, but shall in no event be less than the lesser standard or more than the greater standard."

Since existing parking currently meets demands and the lower standard would provide sufficient parking to accommodate the demand from the new development, staff recommends requiring 74 additional stalls and having the applicant provide a parking plan showing where an additional 59 parking spaces would go if employment were to intensify.

Should Council concur with the findings of the Planning Commission, it may approve the requested conditional use permit 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.

2. WORTHINGTON ECONOMIC DEVELOPMENT AUTHORITY APPOINTMENTS

After holding a public hearing and conducting discussion on the matter, the Worthington City Council passed and adopted the Amended and Restated Resolution Enabling the Creation of the City of Worthington Economic Development Authority (EDA) shown in Exhibit 2A on July 13, 2020. The City's Enabling Resolution states that the EDA shall consist of the five members of the Council, the Mayor of the City, and one member of the City Water and Light Commission that does not serve as a Council member or Mayor of the City. It also states that vacancies shall be filled by appointment by the Mayor with the confirmation of the City Council. Minnesota Statute 469.095 also requires that each member of the city EDA shall be appointed by the mayor with the approval of the city council. The Worthington Public Utilities Water and Light Commission has forwarded their request for Randy Thompson to be appointed as their representative for the Worthington EDA.

The Mayor and City Council are asked to consider appointing Mike Kuhle, Chad Cummings, Amy Ernst, Mike Harmon, Larry Janssen, Alan Oberloh, and Randy Thompson to the City's EDA to meet the requirements outlined in the City's Enabling Resolution and Minnesota State Statute 469.095. Each of the Mayoral and Council appointments will run concurrent with their elected roles as established in the Enabling Resolution and Commissioner Thompson's term will be for six years.

3. WORTHINGTON ECONOMIC DEVELOPMENT AUTHORITY MEETING DATE

At the July 13, 2020 City Council meeting, a scheduling conflict with the proposed EDA date of the third Tuesday of the month at 5:15pm was discovered. The August meeting schedule for City committees and the ISD 518 School Board meeting is shown in Exhibit 3A. Council is requested to discuss a standing date and time for the regular Worthington EDA meetings.

4. RESOLUTION SUPPORTING FIRST CHILDREN'S FINANCE GRANT APPLICATION TO THE SOUTHWEST INITIATIVE FOUNDATION (SWIF)

A developer looking at a childcare center within the City of Worthington communicated to the City that an independent childcare demand study, similar to a housing demand study, will be required by most lending institutions who would partner with a developer on a childcare center project. Because Worthington does not have a current, independent professional housing study, the developer advised the City to have one completed. The City has worked with First Children's

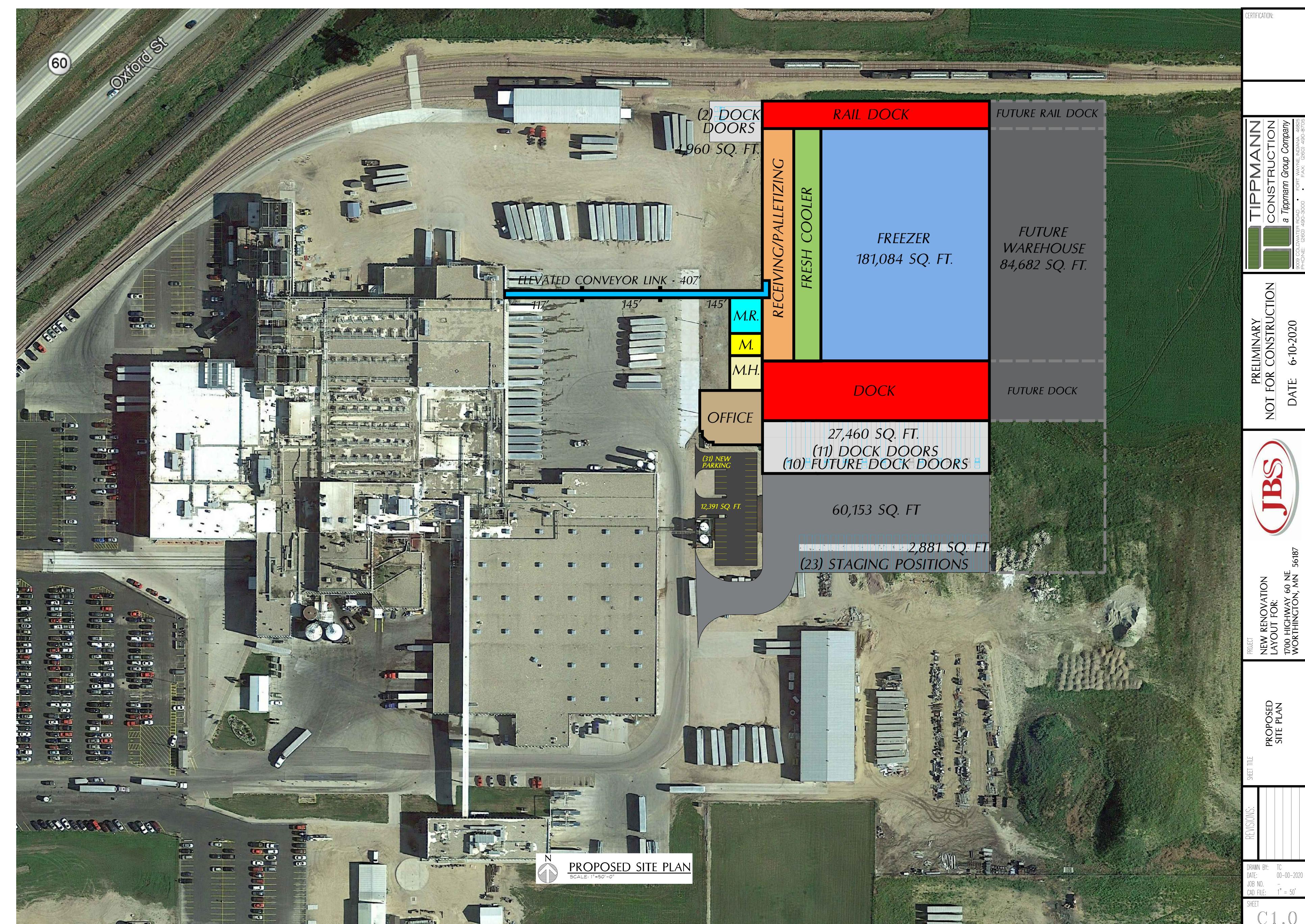


Finance, a reputable childcare study organization based in Minneapolis, MN, and the Southwest Initiative Foundation (SWIF) on a partnership to have a housing study completed.

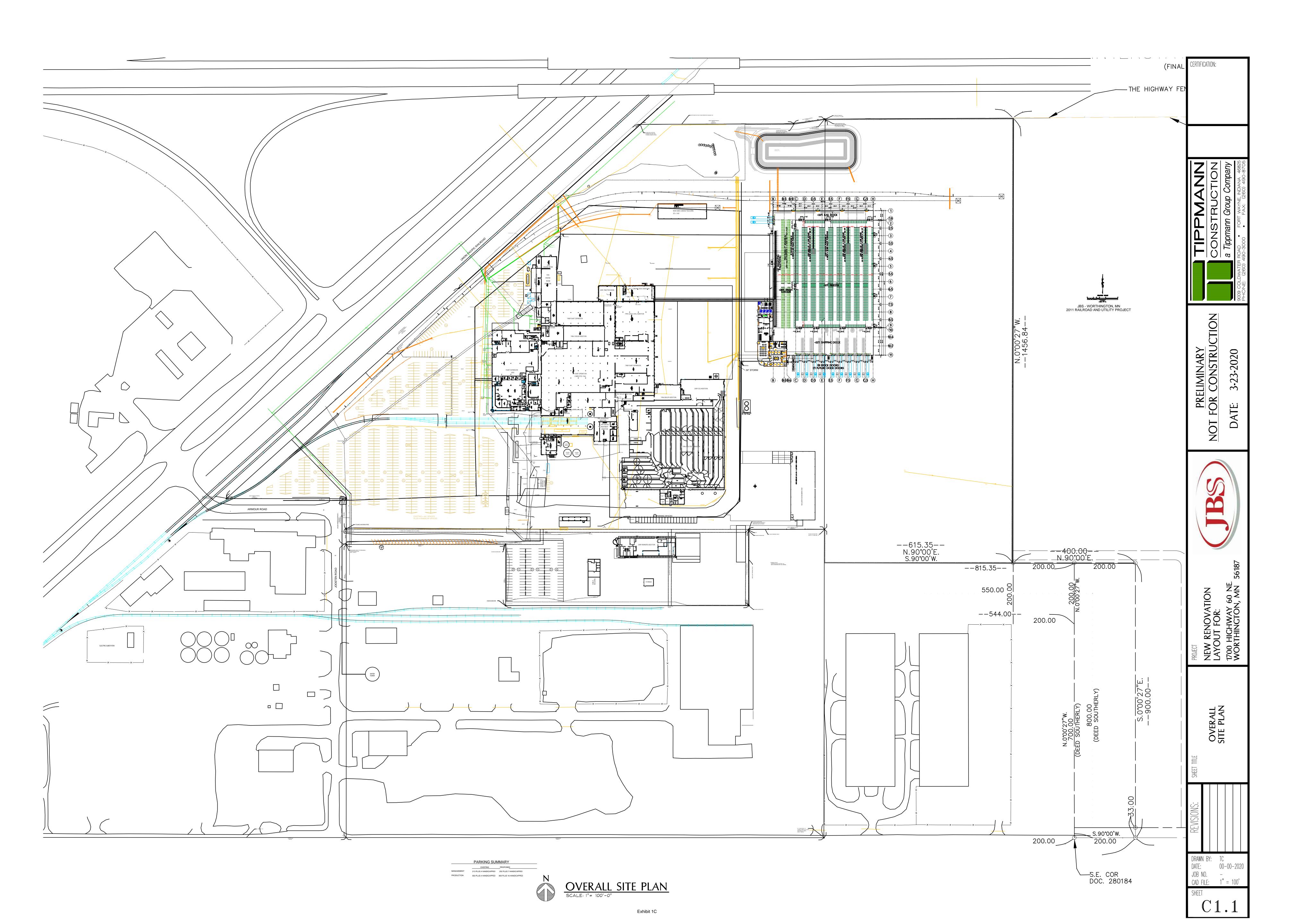
First Children's Finance would like to submit the \$15,000 grant application to SWIF shown in Exhibit 4A to cover the costs of conducting a full childcare study for the City of Worthington. The City will own the housing study once it is completed and may utilize the study with providers and developers exploring adding additional childcare projects in the City. In addition to reviewing data and demographic information, First Children's Finance will also conduct interviews and gather community input as part of their process while taking precautions to prevent further spread of COVID-19. They are also prepared to communicate in and interpret multiple languages.

Council is requested to consider approval of the application shown in Exhibit 4A and the resolution shown in Exhibit 4B supporting First Children's Finance's application to the Southwest Initiative Foundation for grant funding to complete a childcare study for the City of Worthington.





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CITY OF WORTHINGTON NOBLES COUNTY RESOLUTION NO. _____

AMENDED AND RESTATED RESOLUTION ENABLING THE CREATION OF THE CITY OF WORTHINGTON ECONOMIC DEVELOPMENT AUTHORITY

BE IT RESOLVED by the City Council (the "Council") of the City of Worthington, Minnesota (the "City") as follows:

Section 1. Recitals.

- 1.01. The City is authorized pursuant to Minnesota Statutes, Sections 469.090 through 469.1082 (the "Economic Development Authority Act"), to establish an economic development authority for the City and the Council desires to do so in order to promote certain economic, commercial, housing, and/or industrial development and redevelopment goals and objectives.
- 1.02. By Ordinance No. 1938, approved August 11, 1986, the City established the City of Worthington Economic Development Authority ("EDA"), for the purpose of coordinating and administering economic development activities in and for the City.
- 1.03. The Council has now determined to revise and clarify certain provisions of the Enabling Resolution by the adoption of this resolution.
- 1.04. The Council has, in accordance with Minnesota Statutes Section 469.093, provided public notice and conducted a public on the date hereof, at which all persons wishing to be heard were given an opportunity to express their views, concerning the proposed modifications to the Enabling Resolution.
- 1.05. This resolution constitutes an amendment and restatement of the Enabling Resolution of August 11, 1986 and supersedes such Enabling Resolution in all respects.

Section 2. Establishment of Economic Development Authority.

- 2.01. The EDA was established pursuant to the EDA Act under the Enabling Ordinance as adopted August 11, 1986, as amended and restated by this resolution.
- 2.02. The EDA shall consist of the five members of the Council, the Mayor of the City, and one member of the City Water and Light Commission that does not serve as a Council member or Mayor of the City. The terms of office of the Mayor and City Council Commissioners shall coincide with their Mayoral and Council terms. The Water and Light Commission Commissioner shall serve a six-year term.

- 2.03. A vacancy is created in the membership of the EDA when a Council member of the board of commissioners ends Council membership, the Mayor of the City no longer holds the office of Mayor, the Water and Light Commission commissioner ends Water and Light Commission membership, or when a commissioner is removed by the City Council subject to the terms of Minnesota Statute 469.095 Subdivision 5. A vacancy for this or any other reason must be filled for a new term, as applicable, in the manner in which the original appointment was made.
- 2.04. Should a vacancy on the Authority be created due to resignation, removal, or otherwise of the Mayor or a City Council Member, a resident of the City of Worthington may serve on the EDA until a replacement is appointed by the Mayor and Council. Should a vacancy on the Authority be created due to resignation, removal, or otherwise of the Water and Light Representative, a new Water and Light representative shall be selected and appointed by the Mayor and Council.
- 2.05. All commissioners must be either residents of the City, business-owners in the City, or property owners in the City.
- 2.06. All commissioners shall serve at the pleasure of the City Council, subject to the terms of Minnesota Statute 469.095 Subdivision 5. Vacancies shall be filled by appointment by the Mayor with the confirmation of the City Council.
- 2.07. The Council shall make available to the EDA such appropriations as it deems fit for salaries, fees, and expenses necessary in the conduct of its work. The EDA shall have authority to expend all budgeted sums so appropriated and recommend the expenditures of other sums made available for its use from grants, gifts, and other sources for the purposes and activities authorized by this resolution.

Section 3. Powers.

- 3.01 The sale of all bonds or obligations issued by the Authority shall be approved by the Council before issuance.
- 3.02. A tax increment financing district initiated by the Authority shall be approved by Council before establishment.
- 3.03. Subject to the limitations of this section, the EDA shall have all other powers given to an economic development authority pursuant to the Economic Development Authority Act, as the same may be amended or supplemented.

ADOPTED BY the City Council of the City of Worthington, Minnesota on this 13th day of July 2020.

City of Worthington

	Mike Kuhle, Mayor
ATTEST:	
Melinda Eggers, Clerk	

AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
26	27	28	29	30	31	1
2	3:00pm - Water and Light Commission	7:00pm - City Planning Commission	5	6	7	8
9	9:00am - Center for Active Living 7:00pm - City Council Meeting	5:15pm - Memorial Auditorium Advisory Board	12	13 5:15pm - Public Arts Commission	14	15
16	3:00pm - Water and Light Commission	5:15pm - ISD528 School Board Meeting	3:00pm - Council Work Session	20	21	22
23	7:00pm - City Council Meeting	25 5:15pm - HRA Meeting (Varies)	26	27 7:00am - WREDC	28	29
30	31	NOTES:				

BUILDING STRONGER CHILD CARE BUSINESSES

Jessica Beyer
Business Development Manager
320-808-7066
jessica@firstchildrensfinance.org

Mark Hanson
Economic Development Consultant
507-829-9920
markh@firstchildrensfinance.org



Consulting Proposal Child Care Study for City of Worthington

Southwest Initiative Foundation

Jodi Maerthens & ScottMarquardt

JULY 17, 2020



First Children's Finance 111 Third Avenue South, Suite 220 Minneapolis, MN 55401 www.firstchildrensfinance.org

EXHIBIT A



July 17, 2020

Dear Jodi and Scott,

Following, you will find a proposal for services from First Children's Finance to fulfill City of Worthington's request for a child care study. Our proposal includes surveying the community's child care needs, researching and investigation of the supply of child care in their area, and recommendations on a solutions to meet the community's child care needs.

As a result of this consulting process, the City of Worthington will have research and data to make an informed decision about how best to address the need child care. This study will shape and inform the City of Worthington's strategic direction around child care and assist them in identifying the appropriate solution to provide vital child care services their community.

We have put together a strong proposal that we feel reflects their priorities. Thank you for the opportunity to present this information to you.

Sincerely,

Jessica Beyer

Business Development Manager

First Children's Finance

Genea Bayar

Mark Hanson

Economic Development Consultant

First Children's Finance

Mark P. K.

EXHIBIT A

I. PROJECT BACKGROUND

The City of Worthington has requested a proposal from First Children's Finance (referred to as "First Children's") to assess the supply and demand for child care in the surrounding area for the purposes of increasing the supply of child care in their community.

PROJECT GOALS

First Children's will assist City of Worthington in identifying the community needs for child care for the City of Worthington, an extensive study will be conducted to establish the potential need for creation of a new child care facility. The City of Worthington's population by a very diverse where First Children's will make the necessary accommodations to include this diverse population in the study.

PROJECT ACTIVITIES AND TIMELINE

Study of Need for Child Care – July 1, 2020 – September 30, 2020

Activities

First Children's will review the City of Worthington's current situation regarding child care:

- Review current status of existing child care in the area/region
- o Research the community need for child care by specific zip codes
- Gather demographic data pertinent to child care
- Connect and collaborate with the City of Worthington staff, the Chamber of Commerce, Nobles County Integration Collaborative, and child care facilities to gather data on community need for child care
- Connect with community members, businesses and business organizations to gather data on need for child care
- Collaborate with translation service to facilitate group discussions to determine child care needs among diverse communities in Worthington.
- o Synthesize focus group results into a useable format and disseminate
- Utilize research and study of need to propose size, scope and operation of the new child care facility
- Present preliminary finding to the City of Worthington staff
- o Compile "Study of Child Care Need" for the City of Worthington
- o Present findings to the City of Worthington and Southwest Initiative Foundation

Estimated Cost = \$15,000 *100 hours of staff time (include all necessary expenses)

EXHIBIT A

II. PROJECT OUTCOMES

First Children's will assist the City of Worthington in accomplishing the project goals listed above within the listed time frame. Below is a list of deliverables we expect to come out of this work.

Deliverables

As a result of this contract, First Children's will provide the City of Worthington with the following:

- Survey of community on their child care needs
- Analysis and report on the pertinent demographic data concerning the supply and demand for child care to include City of Worthington community and surrounding area
- o Recommendation on size and scope of child care facility to meet City of Worthington's needs
- Final report to include detail on all of the above items
- o Presentation of FCF's findings to City of Working and Southwest Initiative Foundation

III. PAYMENT TERMS

First Children's will invoice the Southwest Initiative Foundation at the conclusion of the project at or around September 30, 2020.

IV. COVID-19

First Children's would like to acknowledge the recent developments around COVID-19 in Minnesota and the Nation. Potential closures and shelter in place orders may delay our ability to complete the project within proposed timelines. Staff will use electronic forms of communication and phone calls as much as possible to continue with the proposed time line, but would request appropriate flexibility in deadlines as needed due to COVID-19.

V. QUALIFICATIONS AND EXPERIENCE

Founded in 1991, First Children's is a national nonprofit organization based in Minneapolis, Minnesota with regional offices in Iowa and Michigan. First Children's works to stabilize, improve and expand high-quality child care businesses serving low- and moderate-income families. First Children's provides financing, child care business training and consulting, and build partnerships that connect childcare businesses with the resources and expertise of the public and private sectors.

First Children's understands the issues and challenges child care businesses face in today's world. We have industry-specific expertise and a shared commitment to the success of child care. Our consulting services are based on eight essential components necessary to create and maintain quality, viable and sustainable child care businesses: financial, leadership, fundraising, personnel management, facility, partnership, governance, and marketing.

In addition, *First Children's* aligns its work with child care leaders, businesses and regional initiatives that are committed to quality. We define quality as the creation of environments that support healthy brain

EXHIBIT A

development for young children to enhance early learning. First Children's brings a unique perspective, approach, and experience to providing business, planning and financial assistance to our child care and economic development partners.

Project Management Team

Jessica Beyer, Business Development Manager at First Children's Finance.

Jessica joined *First Children's* in January 2015, bringing over 12 years of rural community engagement work through the Center for Small Towns at the University of Minnesota, Morris. Jessica's career has always been centered on working with communities on community engagement activities, specific community identified projects, and rural research. Jessica studied at the University of Minnesota Morris and completed her Speech Communication degree in 2002. In her role at *First Children's*, Jessica is responsible for managing the activities on the west side of the state of Minnesota. She provides leadership for the *Rural Child Care Innovation Program*, financial analysis for new and existing child care programs, consulting and training programming for family and center based child care programs, and innovative community partnerships to identify right sized solutions for new child care businesses in Minnesota. When she's not driving around the state to talk about child care, Jessica enjoys spending time with her family and being a mom of all boys.

Mark Hanson, Economic Development Consultant, First Children's Finance

Throughout his 25 year business and economic development career, Mark has established a reputation as a transformational leader who is driven by challenge. His expertise encompasses all aspects of business development, from business consulting and creating financial packages to business planning and financial analysis. Further, he is currently collaborating with the City of Duluth to create a citywide child care incentive program.

References

References are available upon request.

CITY OF WORTHINGTON NOBLES COUNTY RESOLUTION NO.

RESOLUTION SUPPORTING FIRST CHILDREN'S FINANCE GRANT APPLICATION TO THE SOUTHWEST INITIATIVE FOUNDATION

WHEREAS, childcare is an important component of community, workforce, and economic development,

WHEREAS, the City wishes to encourage the provision of a wide range of childcare options in the Worthington community,

WHEREAS, a professional study will clarify the childcare need in Worthington and increase the available financing options for childcare centers,

WHEREAS, First Children's Finance is a well-established and reputable consultant that provides childcare studies throughout the State of Minnesota,

WHEREAS, the Southwest Initiative Foundation wishes to support the development of communities in the Southwest Minnesota region,

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Worthington, Minnesota hereby supports an application by First Children's Finance to the Southwest Initiative Foundation for a \$15,000 grant to develop a childcare study for the City of Worthington.

ADOPTED by the Worthington City Council this 27th day of July 2020.

(SEAL)		
	Mike Kuhle, Mayor	
ATTEST:		
Mindy L. Eggers, City Clerk		

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	1	AMOUNT_
A & B BUSINESS SOLUTIONS		COPIER MAINTENANCE COPIER MAINTENANCE	GENERAL FUND	ENGINEERIN ECONOMIC D	IG ADMIN DEVELOPMENT TOTAL:	127.58 127.78_ 255.36
AMERIPRIDE		4 WEEK TOWEL SERVICE 4 WEEK TOWEL SERVICE	MUNICIPAL WASTEWAT MUNICIPAL WASTEWAT			195.15 129.42_ 324.57
AUTOMATIC SYSTEMS CO	7/17/20	MAIN BLDG PUMP #1 VFD REPL	MUNICIPAL WASTEWAT	M-PURIFY E	QUIPMENT TOTAL:	5,096.00_ 5,096.00
BAHRS SMALL ENGINE	7/17/20	CHAIN SHARPENING	RECREATION	TREE REMOV	TOTAL:	120.00_ 120.00
BORDER STATES ELECTRIC SUPPLY					INDRGRND COND INDRGRND COND TOTAL:	687.16_
BTU INC		REPLAED FLUSH VALVE		O-GEN MISC		162.24 85.00_ 247.24
C & B OPERATIONS LLC	7/17/20	REPAIR SKIDLOADER	ELECTRIC	O-DISTR SU	PER & ENG TOTAL:	451.08_ 451.08
C&S CHEMICALS INC	7/17/20	4140 GALLONS OF ALUM	MUNICIPAL WASTEWAT	O-PURIFY M	MISC TOTAL:	4,823.10_ 4,823.10
COOPERATIVE ENERGY CO- ACCT # 5910807	7/17/20	WEEDEATER GAS	RECREATION	PARK AREAS PARK AREAS PARK AREAS	;	11.04 12.43 6.09_ 29.56
DUBOIS CHEMICALS INC	7/17/20	CHEMICALS	INDUSTRIAL WASTEWA	O-PURIFY M	MISC TOTAL:	8,383.75_ 8,383.75
DUININCK INC	7/17/20		GENERAL FUND GENERAL FUND GENERAL FUND	PAVED STRE	ETS	683.06 178.76 501.84_ 1,363.66
ECHO GROUP INC	7/17/20 7/17/20		WATER MUNICIPAL WASTEWAT			103.23 20.30_ 123.53
ENVIRONMENTAL RESOURCE ASSOCIATES	7/17/20	QA TEST SAMPLES FOR COLIFO	MUNICIPAL WASTEWAT	O-PURIFY I	ABORATORY TOTAL:	313.52_ 313.52
FASTENAL COMPANY	7/17/20	BOLTS	ELECTRIC	M-DISTR UN	IDERGRND LINE	47.60_ 47.60
FERGUSON ENTERPRISES LLC #1657	7/17/20	CHAUTAUQUA RESTROOM	RECREATION	PARK AREAS	TOTAL:	441.82_ 441.82
FRONTIER COMMUNICATION SERVICES		PHONE SERVICE PHONE SERVICE		O-PUMPING O-PURIFY M		61.55 71.57

O7-16-2020 09:10 AM

C O U N C I L R E P O R T 7/17/2020

PAGE: 2

VENDOR SORT KEY

DATE DESCRIPTION

FUND

DEPARTMENT

AMOUNT_

7/17/20 PHONE SERVICE

WATER

O-DISTR MISC

54.82

7/17/20 PHONE SERVICE

WATER

ADMIN OFFICE SUPPLIES

28.48

7/17/20 PHONE SERVICE

WATER

ACCTS-RECORDS & COLLEC

95.43

7/17/20 PHONE SERVICE

MUNICIPAL WASTEWAT O-SOURCE MAINS & LIFTS

369.20

	7/17/20	PHONE SERVICE	WATER	O-DISTR MISC	54.82
	7/17/20	PHONE SERVICE	WATER	ADMIN OFFICE SUPPLIE	S 28.48
	7/17/20	PHONE SERVICE	WATER	ACCTS-RECORDS & COLL	EC 95.43
	7/17/20	PHONE SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIF	TS 369.20
	7/17/20	PHONE SERVICE	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	28.48
	7/17/20	PHONE SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	43.31
	7/17/20	PHONE SERVICE	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIE	S 28.48
	7/17/20	PHONE SERVICE	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLE	CT 93.80
	7/17/20	PHONE SERVICE	FIFCTRIC	O-SUIDCE MISC	69.64
	7/17/20	DHONE SERVICE	FIECTRIC	O-DISTR SUPER & FNG	5/1 83
	7/17/20	DHONE SERVICE	FIECTRIC	O-DISTR STATION EVER	NG 123 24
	7/17/20	DUONE CEDUTCE	ELECTRIC	O DIGIR STATION BALL	26.00
	7/17/20	DHONE CEDUICE	ELECEDIC	ADMIN OFFICE CURRITE	20.00
	7/17/20	DHONE CEDUICE	ELECEDIC	ADMIN OFFICE SUFFLIE	5 04.JJ
	7/17/20	PHONE SERVICE	ELECTRIC	ACCIS-RECORDS & COLL.	294.79
	1/11/20	PHONE SERVICE	ELECTRIC	ACCTS-ASSISTANCE	38.82_
		PHONE SERVICE		TOTAL:	1,547.79
GRAYBAR ELECTRIC CO INC					
	7/17/20	FIBER OPTIC SPLICE KITS	ELECTRIC	FA COMMUNICATION EQU	IP 140.52
		FIBER OPTIC SPLICE BOOTS FIBER OPTIC SPLICE KITS		TOTAL:	1,308.05
HACH COMPANY	7/17/20	LAB CHEMICALS DISSOLVED OXYGEN PROBE	WATER	O-PURIFY MISC	1,223.67
	7/17/20	DISSOLVED OXYGEN PROBE	WATER	O-PURIFY MISC	1,104.00
				TOTAL:	2,327.67
HAWKINS INC	7/17/20	2000# CHLORINE CYLINDER	MINICIDAL MACREMAR	O DUDTEY MICC	689.40
HAWKING INC	1/11/20	2000# CHEORINE CILINDER	MONICIPAL WASIEWAI	TOTAL:	689.40_
				TOTAL.	009.40
HENNING CONSTRUCTION	7/17/20	BLACK DIRT	RECREATION	TREE REMOVAL	1,014.00
				TOTAL:	1,014.00
NODE WATEN TWO	7/17/00	III OEDDEED	TARROLLENGAM GOMOS	0010 HOMEHOOD HITTO	OF 70 00
HOPE HAVEN INC	7/17/20	HH STREETS	IMPROVEMENT CONST	2019 HOMEWOOD HILLS	ST 78.00_
				TOTAL:	78.00
HOWE INC	7/17/20	ANNUAL SPRINKLER INSPECTIO	A TRPORT	O-GEN MISC	450 00
IIIII IIII	1/11/20	THEORE STRINGER INSTRUCTION	111111 0111	TOTAL:	450.00_ 450.00
					450.00
HY-VEE INC-61705	7/17/20	FUEL	T. TOUOR	O-GEN MISC	27 98
11 122 110 01/00	,,1,,20	1022	2120011	TOTAL.	27.98_ 27.98
				TOTAL.	27.30
JACKSON CYCLE INC	7/17/20	2510 MULE	RECREATION	PARK AREAS	102.32_
				TOTAL:	102.32
JANITOR'S CLOSET	7/17/20	TRASH BAGS	RECREATION	PARK AREAS	310.80_
				TOTAL:	310.80
JERRY'S AUTO SUPPLY OF WORTHINGTON INC	7/17/20	OIL	GENERAL FUND	PAVED STREETS	6.98
CHICK D 11010 DOLLER OF WORLHITMOION INC.	7/17/20	BRAKE CLEANER	MINICIPAL WASTEWAT	M-SOURCE MAINS & TITE	TS 18.76
			TIONALCELIAN MANOTHMAN	II DOORGE IMITING & BII	10.70
	7/17/20	ATD COMPRESSOR DARMS	МИНТСТВАТ МАСПЕМАП	M-DIDTEV FOITDMENT	20 76
	7/17/20	OIL BRAKE CLEANER AIR COMPRESSOR PARTS	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	20.76_
	7/17/20	AIR COMPRESSOR PARTS	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT TOTAL:	20.76_ 46.50
		AIR COMPRESSOR PARTS OLSON RESTRM CLEANING SUPP		OLSON PARK CAMPGROUN	46.50

LAMPERTS YARDS INC-2600013 7/17/20 FORMING

ELECTRIC M-DISTR UNDERGRND LINE 49.23_
TOTAL: 49.23

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VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
LEW'S FIREWORKS INC	7/17/20 7/17/20	FIREWORKS DISPLAY	GENERAL FUND	PROMOTIONAL COMMITTEE PROMOTIONAL COMMITTEE TOTAL:	
LEWIS & CLARK REGIONAL WATER SYSTEM IN	7/17/20	LOBBYING CHARGES-MN 4TH QT	WATER	O-SOURCE WELLS & SPRNG TOTAL:	1,335.00_ 1,335.00
LOWES SHEET METAL INC	7/17/20	QUALITY INSTALL BONUS	ELECTRIC	CUSTOMER INSTALL EXPEN TOTAL:	1,100.00_ 1,100.00
MCCUEN WELDING & MACHINING INC		#419 WING FRAME/PRESS CYLI #419 WING FRAME/PRESS CYLI			540.00 93.32_ 633.32
MINNESOTA ENERGY RESOURCES CORP	7/17/20 7/17/20 7/17/20 7/17/20 7/17/20 7/17/20 7/17/20 7/17/20	GAS SERVICE	WATER WATER WATER MUNICIPAL WASTEWAT MUNICIPAL WASTEWAT MUNICIPAL WASTEWAT ELECTRIC ELECTRIC	O-SOURCE MAINS & LIFTS O-PURIFY MISC O-DISTR MISC O-DISTR MISC O-GEN MISC	737.00 20.57 23.88 16.11 23.89 16.10 334.24 23.88 16.11 43.87_ 1,255.65
MINNESOTA MUNICIPAL UTILITIES ASSOC	7/17/20 7/17/20	SAFETY MNGMT PROGRAM-JUL-S SAFETY MNGMT PROGRAM-JUL-S SAFETY MNGMT PROGRAM-JUL-S SAFETY MNGMT PROGRAM-JUL-S	MUNICIPAL WASTEWAT MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS O-PURIFY MISC O-DISTR MISC	1,561.49 804.40 804.40 1,561.49 4,731.78
MINNESOTA VALLEY TESTING LABS INC	7/17/20	JUNE SALTY DISCHARGE TESTI	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY TOTAL:	145.80_ 145.80
LARSON JUSTIN	7/17/20	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN CUSTOMER INSTALL EXPEN CUSTOMER INSTALL EXPEN TOTAL:	25.00 350.00 25.00_ 400.00
NEW VISION CO-OP	7/17/20	HERBICIDE	WATER	O-PURIFY MISC TOTAL:	211.91_ 211.91
NIENKERK CONSTRUCTION INC	7/17/20	PUMPED GREASE FROM PLANT P	MUNICIPAL WASTEWAT	O-PURIFY MISC TOTAL:	223.00_ 223.00
NOBLES COOPERATIVE ELECTRIC	7/17/20 7/17/20 7/17/20 7/17/20 7/17/20 7/17/20	ELECTRIC SERVICE	GENERAL FUND GENERAL FUND RECREATION WATER WATER INDUSTRIAL WASTEWA AIRPORT	SECURITY CENTER SECURITY CENTER SIGNS AND SIGNALS GOLF COURSE-GREEN O-PUMPING O-PUMPING O-PUMPING O-PURIFY MISC O-GEN MISC TOTAL:	8.03 8.03 23.11 225.92 15.00 15.00 100.00 38.04 433.13

07-16-2020 09:10 AM COUNCIL REPORT 7/17/2020 PAGE: 4 VENDOR SORT KEY DATE DESCRIPTION DEPARTMENT AMOUNT FUND 7/17/20 BOD STANDARD MUNICIPAL WASTEWAT O-PURIFY LABORATORY NORTH CENTRAL LABORATORIES 59.04 TOTAL: 59.04 7/17/20 KEYBOARD TRAY GENERAL FUND CLERK'S OFFICE
7/17/20 PAPER TOWELS GENERAL FUND GENERAL GOVT BUILDINGS
7/17/20 TRASH BAGS GENERAL FUND GENERAL GOVT BUILDINGS 261.75 ONE OFFICE SOLUTION-WOCITY TOTAL: 7/17/20 CLEANING SUPPLIES WATER ACCTS-RECORDS & COLLEC 7/17/20 CLEANING SUPPLIES MUNICIPAL WASTEWAT ACCT-RECORDS & COLLECT 7/17/20 CLEANING SUPPLIES ELECTRIC ACCTS-RECORDS & COLLEC ONE OFFICE SOLUTION-WOUTIL 11.30 11.29 TOTAL: 45.18 PELLEGRINO FIRE EXTINGUISHER SALES 7/17/20 FIRE EXTINGUISHER CERT WATER O-DISTR MISC
7/17/20 FIRE EXTINGUISHER SERVICE- ELECTRIC O-DISTR SUPER & ENG
TOTAL: 426.50 381.00 TOTAL: 7/17/20 ROLLER GENERAL FUND PAVED STREETS
7/17/20 KUBOTA MOWER RECREATION PARK AREAS 7/17/20 ROLLER PRODUCTIVITY PLUS ACCOUNT 90.90 7/17/20 VACTOR #329 REPAIR PARTS MUNICIPAL WASTEWAT M-SOURCE MAINS & LIFTS 13.89 7/17/20 SKID LOADER TOOTH ELECTRIC O-DISTR UNDERGRND LINE 71.35 TOTAL: RUNNINGS SUPPLY INC-ACCT#9502440

7/17/20 ZIPLOC BAGS-LAB

MUNICIPAL WASTEWAT O-PURIFY LABORATORY

7/17/20 #308 SWITCH PIN

MUNICIPAL WASTEWAT M-SOURCE MAINS & LIFTS

7/17/20 FANS

MUNICIPAL WASTEWAT M-SOURCE MAINS & LIFTS

7/17/20 FANS

MUNICIPAL WASTEWAT M-PURIFY EQUIPMENT

7/17/20 STEE TOE HIPBOOT

FLECTRIC

7/17/20 DRAIN TILE COUPLER

FOR THE TOTAL:

M-DISTR UNDERGRND LINE

7/17/20 MARKING FLAGS

ELECTRIC

M-DISTR UNDERGRND LINE

7/17/20 TARP STRAP

ELECTRIC

M-DISTR UNDERGRND LINE

TOTAL: 53.55 24.33 14.94 4.98 114.70 TOTAL: 7/17/20 KAYAK PADDLES RECREATION SWIMMING BEACHES
7/17/20 CUSHMAN-BALL RECREATION PARK AREAS
7/17/20 WEEDEATER OIL RECREATION PARK AREAS RUNNINGS SUPPLY INC-ACCT#9502485 141.94 1 65 TOTAL: 167.47 7/17/20 MOWING-808 MILTON AVE GENERAL FUND CODE ENFORCEMENT 7/17/20 MOWING-7TH AV, STRAIT AV, GENERAL FUND CODE ENFORCEMENT S & M WINDOWS 35.00 105.00 TOTAL: 140.00 7/17/20 THERMOMETERS GENERAL FUND GENERAL GOVT BUILDINGS
7/17/20 WATERWAND FOR FLOWERS RECREATION PARK AREAS
7/17/20 BLEACH RECREATION PARK AREAS 7/17/20 THERMOMETERS SCHWALBACH ACE HARDWARE-5930 21.54 23.98 TOTAL: 50.50 7/17/20 INFLUENT SAMPLE SHIPPING MUNICIPAL WASTEWAT O-PURIFY LABORATORY
7/17/20 INFLUENT SAMPLE SHIPPING MUNICIPAL WASTEWAT O-PURIFY LABORATORY SCHWALBACH ACE #6067 11.96 7/17/20 SCHWALBACH ACE #6067 ELECTRIC M-DISTR UNDERGRND LINE TOTAL: 38.91

STORM WATER MANAGE STORM DRAINAGE

46.82

46.82

TOTAL:

7/17/20 CATCH BASINS

SHINE BROS CORP OF MINN

		C O U N C I L R E			GE: 5
VENDOR SORT KEY		DATE DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
SHORT ELLIOTT HENDRICKSON INC		7/17/20 TENTH STREET PLA 7/17/20 FINAL DESIGN-DIA 7/17/20 FINAL DESIGN-DIA	ZA RECREATION GONAL RD S WATER GONAL RD S ELECTRIC	10TH STREET PAVILION FA MISC FA MISC TOTAL:	9,500.00 4,685.58 4,685.58_ 18,871.16
STUART C IRBY CO		7/17/20 600 VOLT WIRE	ELECTRIC		1,412.00_ 1,412.00
WAL MART BUSINESS/SYNCB		7/17/20 SHOP SUPPLIES, W	ATER WATER	O-DISTR MISC TOTAL:	_
WALKER ELECTRIC LLC		7/17/20 SERVICE CALL-420	DOUGLAS A ELECTRIC	M-DISTR UNDERGRND LI	
WORTHINGTON FOOTWEAR & REPAIR		7/17/20 STEEL TOE BOOTS	MUNICIPAL WASTEW.	AT O-PURIFY MISC TOTAL:	184.00_ 184.00
WORTHINGTON HOTEL GROUP LLC		7/17/20 REIMB EVENT CENT	ER REPAIR/ EVENT CENTER		1,748.68_ 1,748.68
		======== FUND TOTALS =			
	202	GENERAL FUND MEMORIAL AUDITORIUM	737.00		
	214	EVENT CENTER RECREATION	1,748.68		
			12,468.23		
	401	IMPROVEMENT CONST			
		WATER			
		MUNICIPAL WASTEWATER			
		ELECTRIC	13,545.19		
		INDUSTRIAL WASTEWATER			
		STORM WATER MANAGEMENT			
		LIQUOR AIRPORT	27.98 779.15		

GRAND TOTAL: 81,091.52

TOTAL PAGES: 5

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DIRECT PAYABLES CHECK REGISTER

PACKET: 03602 PAYROLL 7/24/20 - 9

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

BANK TOTALS:

*** DRAFT/OTHER LISTING ***

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ITEM ITEM ITEM -AMOUNT ITEM TYPE DATE DISCOUNT AMOUNT NO# VENDOR I.D. NAME D00173 DEFERRED COMP- MINNESOTA STATE D 7/29/2020 001212 7,239.97 E00088 EFTPS D 7/29/2020 001213 56,884.89 M00309 MINNESOTA STATE RETIREMENT SYSTD 7/29/2020 001214 1,940.00 000021 OPTUM HEALTH FINANCIAL D 7/29/2020 001215 4,771.89 P00039 PUBLIC EMPLOYEES RETIREMENT ASSD 7/29/2020 001216 45,834.01 S00202 11,140.98 STATE OF MINNESOTA DEPT OF REVED 7/29/2020 001217 * * B A N K T O T A L S * * NO# DISCOUNTS CHECK AMT TOTAL APPLIED 6 0.00 127,811.74 127,811.74

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

*** DRAFT/OTHER LISTING ***

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AMOUNT ITEM ITEM ITEM TYPE DATE DISCOUNT AMOUNT NO# VENDOR I.D. NAME M00115 MISSOURI RIVER ENERGY SERVICES D 7/16/2020 001218 1,700,612.15 S00202 STATE OF MINNESOTA DEPT OF REVED 7/16/2020 001219 91,012.00 W00123 WELLS FARGO BANK MN NA D 7/16/2020 001220 8,573.60 3 0.00 1,800,197.75 1,800,197.75 BANK TOTALS:

07-23-2020 11:26 AM COUNCIL REPORT 7/24/2020 PAGE: VENDOR SORT KEY DATE DESCRIPTION DEPARTMENT AMOUNT FIIND 7/24/20 OFFICE COFFEE SERVICE GENERAL FUND SECURITY CENTER
7/24/20 OFFICE COFFEE SERVICE GENERAL FUND SECURITY CENTER A H HERMEL COMPANY 42.30 42.31 TOTAL: 84.61 7/24/20 MIX LIQUOR NON-DEPARTMENTAL AMERICAN BOTTLING COMPANY 185.88 TOTAL: 185.88 ANDERSON-CRANE RUBBER CO INC 7/24/20 WASH DOWN HOSE SETTLING TA MUNICIPAL WASTEWAT M-PURIFY EQUIPMENT 265.50 265.50 TOTAL: 7/24/20 MIX NON-DEPARTMENTAL ARCTIC GLACIER USA INC LIQUOR 7/24/20 MIX LIQUOR NON-DEPARTMENTAL 124.08 7/24/20 MIX LIQUOR NON-DEPARTMENTAL 252.60 NON-DEPARTMENTAL 176.90_ 7/24/20 MIX LIQUOR 796.68 TOTAL: NON-DEPARTMENTAL 227.00 LIQUOR ARTISAN BEER COMPANY 7/24/20 BEER 7/24/20 BEER NON-DEPARTMENTAL LIQUOR TOTAL: 690.55 ATLANTIC BOTTLING COMPANY 7/24/20 MIX NON-DEPARTMENTAL LIQUOR 369.38_ TOTAL: 369.38 7/24/20 TRIMMER LINE RECREATION PARK AREAS BAHRS SMALL ENGINE 89.00 TOTAL: 89.00 7/24/20 WIRELESS ROUTER SERVICE GENERAL FUND BAN-KOE SYSTEMS INC FIRE ADMINISTRATION 63.50 TOTAL: 63.50 5,911.52 BELLBOY CORPORATION 7/24/20 LIQUOR LIQUOR NON-DEPARTMENTAL LIQUOR 7/24/20 WINE 160.00 NON-DEPARTMENTAL NON-DEPARTMENTAL LIQUOR 7/24/20 MIX 69.20 LIQUOR 7/24/20 FREIGHT O-SOURCE MISC 94.76 TOTAL: 6,235.48 BEVERAGE WHOLESALERS INC 7/24/20 BEER LIQUOR NON-DEPARTMENTAL 19,961.45 7/24/20 BEER NON-DEPARTMENTAL 5,830.05 LIOUOR 7/24/20 BEER LIQUOR NON-DEPARTMENTAL 1,350.00 NON-DEPARTMENTAL 10,902.65 7/24/20 BEER LIQUOR 7/24/20 BEER LIQUOR NON-DEPARTMENTAL LIQUOR 7/24/20 BEER NON-DEPARTMENTAL 60.00-TOTAL: 40,923.05 7/24/20 SOUTH CONCRETE APRON BOLTON & MENK INC AIRPORT PROJECT #11 2,610.00 TOTAL: 2,610.00 BREAKTHRU BEVERAGE MINNESOTA BEER LLC 7/24/20 WINE LIQUOR NON-DEPARTMENTAL 217.60 NON-DEPARTMENTAL 7/24/20 LIOUOR LIQUOR 2,688.82 NON-DEPARTMENTAL LIQUOR 119.50 7/24/20 MIX 7/24/20 BEER LIQUOR LIQUOR LIQUOR NON-DEPARTMENTAL 163.30 7/24/20 LIQUOR NON-DEPARTMENTAL 4,170.37 NON-DEPARTMENTAL 7/24/20 WINE LIQUOR 88.00 LIQUOR LIQUOR 7/24/20 LIQUOR NON-DEPARTMENTAL 19.05-NON-DEPARTMENTAL 7/24/20 LIQUOR 77.63-LIQUOR LIQUOR NON-DEPARTMENTAL 7/24/20 LIOUOR 422.00-

LIQUOR

O-SOURCE MISC

51.50

7/24/20 FREIGHT

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	7/24/20	EDETCHE	LIQUOR	O-SOURCE MISC	69.89
	, , ,		*	O-SOURCE MISC	2.00
				O-SOURCE MISC	0.23-
				O-SOURCE MISC	0.46-
				O-SOURCE MISC	3.70-
	1/24/20	FREIGHT	LIQUOK		7,047.91
BRUNS, DAN	7/24/20	FIELD HOUSE	RECREATION	PARK AREAS	8.57
				TOTAL:	8.57
BTU INC	7/24/20	LUDLOW RESTRM FINAL HOOKUP	RECREATION	PARK AREAS	3,431.00_
				TOTAL:	3,431.00
BUFFALO BILLFOLD COMPANY	7/24/20	LEATHER CARRIERS	GENERAL FUND	POLICE ADMINISTRATION	109.95_
				TOTAL:	109.95
BUFFALO RIDGE CONCRETE INC	7/24/20	LIGHT BASES	ELECTRIC	FA DISTR ST LITE & SIG	_
				TOTAL:	672.75
CAMPUS CLEANERS	7/24/20	RENTAL MATS, BAR TOWELS	LIQUOR	O-GEN MISC	32.40_
				TOTAL:	32.40
CLARK UNLIMITED PROPERTIES, LLC	7/24/20	GRANT DISBURSE-HOTEL THOMP	GENERAL FUND		_
				TOTAL:	103,560.00
CLARKE ENVIRONMENTAL MOSQUITO MANAGEME	7/24/20	MOSQUITO SPTRAYING	GENERAL FUND		3,250.00_
				TOTAL:	3,250.00
COMMERCIAL RECREATION SPECIALISTS, INC	7/24/20	SPLASH PAD	RECREATION	PARK AREAS	297.54_
				TOTAL:	297.54
COMMISSIONER OF TRANSPORTATION	7/24/20	HANGAR LOAN REPAYMENT	AIRPORT	NON-DEPARTMENTAL	920.00_
				TOTAL:	920.00
COOPERATIVE ENERGY CO- ACCT # 5910807	7/24/20	FOOD GRADE GREASE	WATER	M-TRANS HYDRANTS	58.91_
				TOTAL:	58.91
CORE & MAIN LP		HYDRANT UNIT-WAGNER ADDITI		SP ASSESS-WATER TRUNL	
	7/24/20	TREAT PLANT MAINTENANCE PA	WATER	M-PURIFY EQUIPMENT	194.97_
				TOTAL:	834.58
BRANDON L PEIL	7/24/20	UTV STICKERS	GENERAL FUND		_
				TOTAL:	187.50
DACOTAH PAPER CO	7/24/20	DISINFECTING WIPES, SANITI	LIQUOR	O-GEN MISC	95.58_
				TOTAL:	95.58
DAKOTA FLUID POWER INC	7/24/20	STUMP GRINDER MOTOR	RECREATION	TREE REMOVAL	1,481.44_
				TOTAL:	1,481.44
DANS ELECTRIC INC	, ,	OLSON PED REPAIRS	RECREATION	OLSON PARK CAMPGROUND	162.20
	7/24/20	OLSON PED REPAIRS	RECREATION	OLSON PARK CAMPGROUND	490.00_
				TOTAL:	652.20
DEPUTY REGISTER #33	7/24/20	#431 REGRISTRATION & TABS	RECREATION	SOCCER COMPLEX	1,650.22_
				TOTAL:	1,650.22

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VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
DIAMOND VOGEL PAINT	7/24/20	INTERIOR PAINT	MEMORIAL AUDITORIU	MEMORIAL AUDITORIUM TOTAL:	22.00_ 22.00
				IVIAL.	22.00
DOLL DISTRIBUTING LLC	7/24/20	BEER	LIQUOR	NON-DEPARTMENTAL	6,583.35
	7/24/20	MIX	LIQUOR	NON-DEPARTMENTAL	42.00
	7/24/20	BEER	LIQUOR	NON-DEPARTMENTAL	11,453.95
	7/24/20	BEER	LIQUOR	NON-DEPARTMENTAL	463.20
	7/24/20			NON-DEPARTMENTAL	5,555.40
	7/24/20			NON-DEPARTMENTAL	1,164.00
	7/24/20			NON-DEPARTMENTAL	384.30
	7/24/20			NON-DEPARTMENTAL	181.30
	7/24/20			NON-DEPARTMENTAL	5,937.15
	7/24/20			NON-DEPARTMENTAL	42.00
	7/24/20		-	NON-DEPARTMENTAL	2,173.05
				O-GEN MISC	45.50
	1/24/20	FRISTINE WATER 5 GAL	LIQUOK	TOTAL:	34,025.20
DREALAN KVILHAUG HOEFKER & CO PA	7/24/20	YEAR END FINANCIAL STMT PR	GENERAL FUND	AUDITS AND BUDGETS	21,750.00_
				TOTAL:	21,750.00
DUBOIS CHEMICALS INC	7/04/00	CHEMICALS	INDUSTRIAL WASTEWA	O DUDTEY MICC	7 460 40
DUBUIS CHEMICALS INC	1/24/20	CHEMICALS	INDUSTRIAL WASTEWA		7,462.42_
				TOTAL:	7,462.42
DUININCK INC	7/24/20	BLADE MIX	GENERAL FUND	PAVED STREETS	906.10
BOTHINGIC INC	7/24/20	LAKE AVE CONCRETE RESTORAT	WATER	PROJECT #2	1,066.82
	.,,			TOTAL:	1,972.92
ECHO GROUP INC	7/24/20	250V 4A FUSES	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	49.84
	7/24/20	PVC FITTINGS	ELECTRIC	M-DISTR UNDERGRND LINE	24.40_
				TOTAL:	74.24
EHLERS COMPANIES	7/24/20	GENERAL ECONOMIC DEV	CENERAL FUND	ECONOMIC DEVELOPMENT	265.00
ENDERO COMIANTES		HOTEL THOMPSON PROFORMA AN		OTHER GEN GOVT MISC	
	1/24/20	HOTEL THOMPSON PROFORMA AN	GENERAL FUND	TOTAL:	698.75_ 963.75
				IOIAL.	505.75
FAO USAED OMAHA	7/24/20	EASEMENT DACA45-2-20-6022	ELECTRIC	CUSTOMER INSTALL EXPEN	1,065.00_
				TOTAL:	1,065.00
FASTENAL COMPANY	7/24/20	SAFETY GLASSES	RECREATION	PARK AREAS	6.71
PASIENAL COMPANI	7/24/20			M-DISTR UNDERGRND LINE	
	7/24/20	BOLTS	ELECTRIC	M-DISTR UNDERGRND LINE TOTAL:	35.56_ 85.95
				1011121	00.30
FIFE WATER SERVICES INC	7/24/20	CHEMICALS	INDUSTRIAL WASTEWA	O-PURIFY MISC	12,086.70_
				TOTAL:	12,086.70
	= /0/00				
FIRST STATE BANK SOUTHWEST	7/24/20	2018A GO STORM WATER BOND	STORM WATER MANAGE		
				TOTAL:	18,119.50
FLAHERTY & HOOD PA	7/24/20	LABOR/EMPLOYMENT CONSULTS	GENERAL FUND	CITY ATTORNEY	1,375.00
	1, = 1, = 4			TOTAL:	1,375.00
FORUM COMMUNICATIONS COMPANY		CITY FINANCIAL REPORTS		AUDITS AND BUDGETS	3,323.70
		RESOLUTION NO 2020-06-39		ENGINEERING ADMIN	112.13
		RESOLUTION NO 2020-06-40		ENGINEERING ADMIN	112.13
	1/24/20	PUBLIC HEARING	GENERAL FUND	ECONOMIC DEVELOPMENT	94.88

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VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	7/24/20	ZONING DEPARTMENT	GENERAL FUND	ECONOMIC DEVELOPMENT	60.38
	7/24/20	RESCH SPRING CLEAN UP	GENERAL FUND	TRASH PICKUP	450.00
	7/24/20	RESCH. SPRING CLEAN UP 10TH STREET PLAZA	RECREATION	10TH STREET PAVILION	241.50
	7/24/20	JUNE ADVERTISING	I.TOUOR	O-GEN MISC	885.00
	1/24/20	BIDS JUNE ADVERTISING	HIQUOK	TOTAL:	5,495.35
GRAHAM TIRE OF WORTHINGTON INC	7/24/20	#17-28 LUBE, OIL FILTER CH	GENERAL FUND	POLICE ADMINISTRATION	24.43
		#17-28 LUBE, OIL FILTER CH			
				TOTAL:	39.38
HARVEY SIGN SERVICE LLC	7/24/20	#437 LETTERING	RECREATION	SOCCER COMPLEX	105.00_
				TOTAL:	105.00
HENNING CONSTRUCTION				NON-DEPARTMENTAL	12,454.42-
		2020 SEWER & WATER RECON			205,780.00
	7/24/20	2020 SEWER & WATER RECON	MUNICIPAL WASTEWAT		43,308.36_
				TOTAL:	236,633.94
HOPE HAVEN INC	7/24/20	JUNE CLEANING	GENERAL FUND	CENTER FOR ACTIVE LIVI TOTAL:	147.73_ 147.73
HULSTEIN EXCAVATING INC	7/24/20	2019 HOMEWOOD HILLS IMPROV 2019 HOMEWOOD HILLS IMPROV	GENERAL FUND	NON-DEPARTMENTAL	37,418.22-
	7/24/20	2019 HOMEWOOD HILLS IMPROV	IMPROVEMENT CONST	2019 HOMEWOOD HILLS ST TOTAL:	26,212.15_ 710,946.28
HYDRO-KLEAN LLC	7/24/20	CLEAN & TELEVISE LINES	INDUSTRIAL WASTEWA	O-PURIFY MISC	10,247.50_
				TOTAL:	10,247.50
ICABOD PRODUCTIONS LLC	7/24/20	SOUND, LIGHTING, STAGING	MEMORIAL AUDITORIU		
				TOTAL:	1,800.00
INTL UNION LOCAL #49	7/24/20	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL NON-DEPARTMENTAL	99.66
	7/24/20	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	99.34
		UNION DUES	RECREATION	NON-DEPARTMENTAL	76.32
		UNION DUES	RECREATION	NON-DEPARTMENTAL NON-DEPARTMENTAL	69.80
		UNION DUES	ECONOMIC DEV AUTHO	NON-DEPARTMENTAL	0.43
		UNION DUES	IMPROVEMENT CONST	NON-DEPARTMENTAL NON-DEPARTMENTAL	19.04
					21.39
		UNION DUES	WATER	NON-DEPARTMENTAL	79.50
	, , ,			NON-DEPARTMENTAL	70.88
			MUNICIPAL WASTEWAT		126.03
				NON-DEPARTMENTAL	136.73
		UNION DUES	STORM WATER MANAGE		1.52
			STORM WATER MANAGE		2.39
	7/24/20	UNION DUES	AIRPORT	NON-DEPARTMENTAL TOTAL:	1.97_ 805.00
JBS USA	7/24/20	1ST, 2ND OTR RECONCILIATIO	INDUSTRIAL WASTEWA	ADMIN MISC	31,452.51
000 0011	1,24,20	101, 2ND QIN NECONCIERATIO	INDUSTRIBE WASTEWA	TOTAL:	31,452.51
JERRY'S AUTO SUPPLY OF WORTHINGTON INC	7/24/20	EXHAUST FLUID	GENERAL FUND	FIRE ADMINISTRATION	8.99
	7/24/20	FUSE HOLDER	GENERAL FUND	PAVED STREETS	12.27
	7/24/20	#408 AIR FILTER	STORM WATER MANAGE	STREET CLEANING	67.03_
				TOTAL:	88.29

07-23-2020 11:26 AM COUNCIL REPORT 7/24/2020 PAGE: 5 DATE DESCRIPTION DEPARTMENT VENDOR SORT KEY AMOUNT FUND LIQUOR
LIQUOR
LIQUOR
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LIQUOR
LIQUOR
LIQUOR LIQUOR JOHNSON BROTHERS LIQUOR CO 7/24/20 LIQUOR NON-DEPARTMENTAL 9.152.75 7/24/20 WINE NON-DEPARTMENTAL 3,006.22 NON-DEPARTMENTAL 7/24/20 LIQUOR 9,400.53 NON-DEPARTMENTAL NON-DEPARTMENTAL 7/24/20 WINE 1,564.39 7/24/20 MIX NON-DEPARTMENTAL 7/24/20 WINE 7/24/20 LIQUOR NON-DEPARTMENTAL NON-DEPARTMENTAL 3,067.93 7/24/20 WINE 1,377.61 LIQUOR LIQUOR NON-DEPARTMENTAL NON-DEPARTMENTAL 7/24/20 MIX LIQUOR
LIQUOR
LIQUOR
LIQUOR
LIQUOR
LIQUOR
LIQUOR
LIQUOR
LIQUOR 7/24/20 WINE 630.00 O-SOURCE MISC 7/24/20 FREIGHT 7/24/20 FREIGHT O-SOURCE MISC 70.34 O-SOURCE MISC O-SOURCE MISC 7/24/20 FREIGHT 180.41 7/24/20 FREIGHT 62.45 7/24/20 FREIGHT O-SOURCE MISC 35.21 O-SOURCE MISC 7/24/20 FREIGHT LIQUOR 46.37 29,095.70 TOTAL: 7/24/20 CDL REIMBURSEMENT MUNICIPAL WASTEWAT O-SOURCE MAINS & LIFTS JONES, TOM 19.00 19.00 TOTAL: 7/24/20 EQ PUMP STATION-FINAL #9 MUNICIPAL WASTEWAT FA PURIFY STRUCTURES 10,782.11_ KHC CONSTRUCTION, INC 10,782.11 TOTAL: ELECTRIC M-DISTR UNDERGRND LINE LAMPERTS YARDS INC-2600013 7/24/20 FORMING TOTAL: 8.40 7/24/20 UNION DUES LICENSED GENERAL FUND NON-DEPARTMENTAL 7/24/20 UNION DUES LICENSED GENERAL FUND NON-DEPARTMENTAL LAW ENF LABOR SERV INC #4 465 00 7/24/20 UNION DUES NON-LICENSED GENERAL FUND NON-DEPARTMENTAL 7/24/20 UNION DUES NON-LICENSED GENERAL FUND NON-DEPARTMENTAL 134.15 TOTAL: 1,198.30 7/24/20 WORK COMP 3RD QTR GENERAL FUND MAYOR AND COUNCIL
GENERAL FUND ADMINISTRATION LEAGUE OF MN CITIES INSURANCE TRUST 9.75 7/24/20 WORK COMP 3RD QTR 215.75 7/24/20 WORK COMP 3RD QTR GENERAL FUND ELECTIONS 7/24/20 WORK COMP 3RD QTR GENERAL FUND CLERK'S OFFICE 186.25 7/24/20 WORK COMP 3RD QTR GENERAL FUND ACCOUNTING 240.00 7/24/20 WORK COMP 3RD QTR 358.25 GENERAL FUND ENGINEERING ADMIN GENERAL FUND ECONOMIC DEVELOPMENT
GENERAL FUND GENERAL GOVT BUILDINGS
GENERAL FUND POLICE ADMINISTRATION 7/24/20 WORK COMP 3RD QTR 7/24/20 2019-2020 WC AUDIT 0.84-7/24/20 2019-2020 WC AUDIT 966.53-7/24/20 2019-2020 WC AUDIT GENERAL FUND POLICE ADMINISTRATION 107.95 7/24/20 WORK COMP 3RD QTR GENERAL FUND POLICE ADMINISTRATION
GENERAL FUND REGULATE LAWFUL GAMBLE 20,949.07 7/24/20 WORK COMP 3RD QTR 28.75 7/24/20 WORK COMP 3RD QTR 7/24/20 WORK COMP 3RD QTR 7/24/20 OCCUP 3RD QTR GENERAL FUND SECURITY CENTER
GENERAL FUND SECURITY CENTER 440.32 440.32 7/24/20 2019-2020 WC AUDIT FIRE ADMINISTRATION GENERAL FUND 2,573.24-GENERAL FUND FIRE ADMINISTRATION
GENERAL FUND ANIMAL CONTROL ENFORCE
GENERAL FUND ANIMAL CONTROL ENFORCE 7/24/20 WORK COMP 3RD QTR 7/24/20 2019-2020 WC AUDIT 6,731.19 146.44-7/24/20 WORK COMP 3RD QTR 60.00 7/24/20 2019-2020 WC AUDIT GENERAL FUND PAVED STREETS 5,027.65 7/24/20 2019-2020 WC AUDIT GENERAL FUND PAVED STREETS
GENERAL FUND PAVED STREETS 217.57 2,504.23 7/24/20 WORK COMP 3RD QTR

7/24/20 2019-2020 WC AUDIT GENERAL FUND PUBLIC WORK SHOP
7/24/20 WORK COMP 3RD QTR GENERAL FUND PUBLIC WORK SHOP

456.07 778.24

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VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
		WORK COMP 3RD QTR			966.99
	7/24/20	WORK COMP 3RD QTR 2019-2020 WC AUDIT	GENERAL FUND	SIGNS AND SIGNALS TRASH PICKUP	177.00
	7/24/20				55.23
		WORK COMP 3RD QTR	GENERAL FUND	TRASH PICKUP CODE ENFORCEMENT	152.75
		WORK COMP 3RD QTR	GENERAL FUND	CODE ENFORCEMENT	117.50
				LAKE IMPROVEMENT	58.75
	7/24/20	-		MISC SPECIAL DAYS/EVEN	
				MEMORIAL AUDITORIUM	110.75
	7/24/20	WORK COMP 3RD QTR 2019-2020 WC AUDIT	RECREATION	SOCCER COMPLEX PARK AREAS	215.50
	7/24/20				1,389.97
		WORK COMP 3RD QTR	RECREATION	PARK AREAS OLSON PARK CAMPGROUND	3,010.72
		2019-2020 WC AUDIT WORK COMP 3RD QTR	RECREATION	OLSON PARK CAMPGROUND	334.73- 393.25
		2019-2020 WC AUDIT	RECREATION	OLSON PARK CAMPGROUND OLSON PARK CAMPGROUND TREE REMOVAL	1,266.95
		WORK COMP 3RD QTR	RECREATION	TREE REMOVAL	1,783.73
	7/24/20	WORK COMP 3RD QTR WORK COMP 3RD QTR	TMDDOVEMENT CONCT	OTHER MICC PROTECTS	2,023.23
				INJURIES AND DAMAGES	904.61
	7/24/20			INJURIES AND DAMAGES	2,886.98
				INJURIES AND DAMAGES	821.76
	7/24/20	WORK COMP 3RD QTR		INJURIES AND DAMAGES	4,441.96
		2019-2020 WC AUDIT			2,161.52
	7/24/20	WORK COMP 3RD OTR	ELECTRIC	INJURIES & DAMAGES	3,787.21
	7/24/20	WORK COMP 3RD QTR	STORM WATER MANAGE	STORM DRAINAGE	491.00
	7/24/20	WORK COMP 3RD QTR	STORM WATER MANAGE	STREET CLEANING	622.24
	7/24/20	WORK COMP 3RD QTR 2019-2020 WC AUDIT	LIQUOR	O-GEN MISC	47.70
	7/24/20	WORK COMP 3RD QTR	LIQUOR	O-GEN MISC	2,759.23
	7/24/20	WORK COMP 3RD QTR	AIRPORT	O-GEN MISC	521.75
	7/24/20	2019-2020 WC AUDIT	DATA PROCESSING	DATA PROCESSING	127.20-
	7/24/20	WORK COMP 3RD QTR	DATA PROCESSING	DATA PROCESSING	234.60_
				TOTAL:	66,861.00
MADSEN LAND SURVEYING INC	7/24/20	TENTH STREET PLAZA	RECREATION	10TH STREET PAVILION TOTAL:	2,262.00_ 2,262.00
MALTERS SHEPHERD & VON HOLTUM	7/24/20	HOTEL THOMPSON HOUSING FUN	GENERAL FUND	CITY ATTORNEY	500.00
	.,,			TOTAL:	500.00
MARTHALER CHEVROLET OF WORTHINGTON	7/24/20	LUBE, OIL, FILTER, WIPER BLA	GENERAL FUND	CODE ENFORCEMENT	24.18
MARTHALER CHEVROLET OF WORTHINGTON	7/24/20	LUBE, OIL, FILTER, WIPER BLA	GENERAL FUND	CODE ENFORCEMENT	63.90_
				TOTAL:	88.08
MIDWEST FIRE EQUIP & REPAIR CO INC	7/24/20	GASKET SUCTION	GENERAL FUND	FIRE ADMINISTRATION	250.86_
				TOTAL:	250.86
MINNESOTA BENEFIT ASSOCIATION	7/24/20	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	8.36
	7/24/20	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	7.19
	7/24/20	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	49.80
	7/24/20	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	48.06
	7/24/20	INSURANCE	GENERAL FUND	PAVED STREETS	47.13
	7/24/20	INSURANCE	GENERAL FUND	PUBLIC WORK SHOP	126.88
		MN BENEFITS	RECREATION	NON-DEPARTMENTAL	33.48
		MN BENEFITS	RECREATION	NON-DEPARTMENTAL	34.65
		MN BENEFITS	RECREATION	NON-DEPARTMENTAL	12.22
		MN BENEFITS	RECREATION	NON-DEPARTMENTAL	13.96
	7/24/20	INSURANCE	RECREATION	TREE REMOVAL	0.01

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WATER GENERAL ADMIN
MUNICIPAL WASTEWAT NON-DEPARTMENTAL
MUNICIPAL WASTEWAT NON-DEPARTMENTAL
MUNICIPAL WASTEWAT NON-DEPARTMENTAL
MUNICIPAL WASTEWAT NON-DEPARTMENTAL
MUNICIPAL WASTEWAT O-PURIFY LABORATORY
MUNICIPAL WASTEWAT GENERAL ADMIN
ELECTRIC NON-DEPARTMENTAL
ELECTRIC NON-DEPARTMENTAL
ELECTRIC O-SOURCE SUPER & ENG
ELECTRIC O-DISTR SUPER & ENG
ELECTRIC GENERAL ADMIN
LIQUOR NON-DEPARTMENTAL
LIQUOR NON-DEPARTMENTAL
LIQUOR NON-DEPARTMENTAL
LIQUOR NON-DEPARTMENTAL
AIRPORT O-GEN MISC WATER 7/24/20 MN BENEFITS 4.79 7/24/20 MN BENEFITS 4.79 7/24/20 INSURANCE 32.98 7/24/20 MN BENEFITS 100 75 7/24/20 MN BENEFITS 7/24/20 MN BENEFITS 7/24/20 MN BENEFITS 7/24/20 INSURANCE 7/24/20 INSURANCE 7/24/20 MN BENEFITS 7/24/20 MN BENEFITS 7/24/20 INSURANCE 7/24/20 INSURANCE 7/24/20 INSURANCE 175.66 7/24/20 INSURANCE 160.48 21.51 7/24/20 MN BENEFITS 7/24/20 MN BENEFITS 21.51 7/24/20 INSURANCE 1,399.56 TOTAL: MINNESOTA CHILD SUPPORT PAYMENT CTR 7/24/20 GARNISHMENT GENERAL FUND NON-DEPARTMENTAL 7/24/20 SUPPORT ORDER GENERAL FUND NON-DEPARTMENTAL 7/24/20 SUPPORT ORDER AIRPORT NON-DEPARTMENTAL 39.22 13.45 158.74 TOTAL: 7/24/20 GAS SERVICE WATER O-DISTR MISC
7/24/20 GAS SERVICE MUNICIPAL WASTEWAT O-SOURCE MAINS & LIFTS
7/24/20 GAS SERVICE ELECTRIC O-DISTR MISC 4.85 MINNESOTA ENERGY RESOURCES CORP ELECTRIC O-DISTR MISC 9.71 TOTAL: 19.41 MINNESOTA MUNICIPAL BEVERAGE 7/24/20 ANNUAL MEMBERSHIP DUES LIQUOR O-GEN MISC 2,700.00 TOTAL: 2,700.00 AGUILA ERICKA 7/24/20 REFUND FOR CARD PROCESSING GENERAL FUND NON-DEPARTMENTAL CHRISTENSEN KALI 7/24/20 RESERVATION CANCELLATION RECREATION NON-DEPARTMENTAL CHRISTENSEN KALI 7/24/20 RESERVATION CANCELLATION RECREATION RECREATION CANCELLATION RECREATION CANCELLATION RECREATION CANCELLATION RECREATION CANCELLATION RECREATION CANCELLATION RECREATION RECREATION CANCELLATION RECREATION RECREA MISCELLANEOUS V AGUILA ERICKA 3.00 46.57 CHRISTENSEN KALI
7/24/20 RESERVATION CANCELLATION RECREATION NON-DEPARTMENTAL
BOLLINGER RIOS LUIS
7/24/20 REFUND OF DEPOSIT-ACCT FIN WATER
BOLLINGER RIOS LUIS
7/24/20 REFUND OF DEPOSIT-ACCT FIN WATER
BOLLINGER RIOS LUIS
7/24/20 REFUND OF DEPOSIT-ACCT FIN WATER
BOLLINGER RIOS LUIS
7/24/20 REFUND OF DEPOSIT-ACCT FIN ELECTRIC
BOLLINGER RIOS LUIS
7/24/20 REFUND OF CREDITS-ACCT FIN ELECTRIC
SCHROEDER ELLIE
7/24/20 REFUND OF CREDITS-ACCT FIN ELECTRIC
WIRELES XAVIER
WIRELES XAVIER
7/24/20 REFUND OF CREDITS-ACCT FIN ELECTRIC
WIRELLA MORALES OSWALD
7/24/20 REFUND OF CREDITS-ACCT FIN ELECTRIC
MALMGREN DONALD
7/24/20 CUSTOMER REBATE
ELECTRIC
CUSTOMER INSTALL EXPEN
CUSTOMER INSTALL EXPEN 1 31 95 00 17.58 176.29 MALMGREN DONALD 7/24/20 CUSTOMER REBATE ELECTRIC
SCHEIDT DEB 7/24/20 CUSTOMER REBATE ELECTRIC 250.00 CUSTOMER INSTALL EXPEN ACCTS-RECORDS & COLLEC 40.00 SCHEIDT DEB 7/24/20 CUSTOMER REBATE ELECTRIC
BOLLINGER RIOS LUIS 7/24/20 REFUND OF DEPOSIT-ACCT FIN ELECTRIC 0.78 658.91 TOTAL: MISSION COMMUNICATIONS LLC 7/24/20 MANHOLE MONITOR CELL SERVI MUNICIPAL WASTEWAT O-SOURCE MAINS & LIFTS 227.40 TOTAL:

7/24/20 FIELD HOUSE RECREATION
7/24/20 FIELD HOUSE RECREATION

MORGAN CREEK VINEYARDS

MPCA

7/24/20 WINE

227.40

246.00

1,625.00

1,687.50

62.50

LIQUOR NON-DEPARTMENTAL

FIELD HOUSE

FIELD HOUSE

TOTAL:

TOTAL:

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GENERAL FUND NON-DEPARTMENTAL
MEMORIAL AUDITORIU NON-DEPARTMENTAL
MEMORIAL AUDITORIU NON-DEPARTMENTAL
RECREATION NON-DEPARTMENTAL
RECREATION NON-DEPARTMENTAL
PIR/TRUNKS NON-DEPARTMENTAL
PIR/TRUNKS NON-DEPARTMENTAL
IMPROVEMENT CONST NON-DEPARTMENTAL
IMPROVEMENT CONST NON-DEPARTMENTAL
WATER NON-DEPARTMENTAL
WATER NON-DEPARTMENTAL
MUNICIPAL WASTEWAT NON-DEPARTMENTAL
MUNICIPAL WASTEWAT NON-DEPARTMENTAL
ELECTRIC NON-DEPARTMENTAL
ELECTRIC NON-DEPARTMENTAL
STORM WATER MANAGE NON-DEPARTMENTAL
LIQUOR NON-DEPARTMENTAL
LIQUOR NON-DEPARTMENTAL
LIQUOR NON-DEPARTMENTAL
DATA PROCESSING NON-DEPARTMENTAL
DATA PROCESSING NON-DEPARTMENTAL
TOTAL: 7/24/20 LIFE INS NCPERS GROUP LIFE INS 147 00 7/24/20 LIFE INS 7/24/20 LIFE INS 7/24/20 LIFE INS 7/24/20 LIFE INS 31.23 7/24/20 LIFE INS 7/24/20 LIFE INS 31.64 3.60 7/24/20 LIFE INS 2.50 7/24/20 LIFE INS 7/24/20 LIFE INS 7/24/20 LIFE INS 23.25 7/24/20 LIFE INS 18.61 7/24/20 LIFE INS 7/24/20 LIFE INS 7/24/20 LIFE INS 7/24/20 LIFE INS 35.39 7/24/20 LIFE INS 0.10 7/24/20 LIFE INS 40.00 7/24/20 LIFE INS 7/24/20 LIFE INS 7/24/20 LIFE INS 16.00 TOTAL: 656.00 NEW VISION CO-OP 7/24/20 STORM PONDS STORM WATER MANAGE STORM DRAINAGE 1,166.68 TOTAL: 1,166.68 7/24/20 PORTAPOT EHLERS PARK-MAY RECREATION PARK AREAS
7/24/20 PORTAPOT SUNSET PARK-MAY RECREATION PARK AREAS
7/24/20 SUNSET BOAT LANDING REPAIR RECREATION PARK AREAS
7/24/20 PORTAPOT EHLERS-JUNE RECREATION PARK AREAS
7/24/20 PORTAPOT SUNSET PARK-JUNE RECREATION PARK AREAS
7/24/20 PORTAPOT SLATER PARK-JUNE RECREATION PARK AREAS NIENKERK CONSTRUCTION INC 90 00 950.00 165.00 165.00 290.00 TOTAL: 1,750.00 7/24/20 2019 ASSESSING GENERAL FUND ASSESSING
7/24/20 DEBT SERVICE-PRAIRIE JUSTI GENERAL FUND SECURITY CENTER
7/24/20 LEASE PYMT-HITLITY OFC-AUG MARRE NOBLES COUNTY AUDITOR/TREASURER 84,150.00 7,084.99 O-DISTR RENTS 7/24/20 LEASE PYMT-UTILITY OFC-AUG WATER O-DISTR RENTS
7/24/20 LEASE PYMT-UTILITY OFC-AUG WATER ADMIN RENT 7/24/20 LEASE PYMT-UTILITY OFC-AUG MUNICIPAL WASTEWAT O-PURIFY MISC 7/24/20 LEASE PYMT-UTILITY OFC-AUG MUNICIPAL WASTEWAT ADMIN RENI
7/24/20 LEASE PYMT-UTILITY OFC-AUG ELECTRIC O-DISTR RENTS 743.81
7/24/20 LEASE PYMT-UTILITY OFC-AUG ELECTRIC ADMIN RENT 1,518.62
TOTAL: 94,334.21 GENERAL FUND ENGINEERING ADMIN
GENERAL FUND ECONOMIC DEVELOPMENT
GENERAL FUND POLICE ADMINISTRATION
GENERAL FUND ANIMAL CONTROL ENFORCE 198.76 NOBLES COUNTY HIGHWAY DEPT 7/24/20 FUEL 7/24/20 FUEL 49.22 2,586.84 7/24/20 FUEL 7/24/20 FUEL GENERAL FUND PAVED STREETS
GENERAL FUND CODE ENFORCEMENT
RECREATION SOCCER COMPLEX
RECREATION PARK AREAS
RECREATION TREE REMOVAL 7/24/20 FUEL 1,151.84 59.25 7/24/20 FUEL 7/24/20 FUEL

1,280.94

30.41

7/24/20 FUEL

7/24/20 FUEL

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7/24/20 FUEL MUNICIPAL WASTE 7/24/20 FUEL MUNICIPAL WASTE	O-PUMPING M-TRANS MAINS EWAT O-SOURCE MAINS & LIFTS EWAT O-PURIFY SUPERVISION EWAT O-PURIFY MISC EWAT M-SOURCE MAINS & LIFTS EWAT M-SOURCE MAINS & LIFTS O-DISTR UNDERGRND LINE NAGE STORM DRAINAGE	99.20 350.18 66.00 49.11 88.91
7/24/20 FUEL MUNICIPAL WASTE 7/24/20 FUEL MUNICIPAL WASTE 7/24/20 FUEL MUNICIPAL WASTE	EWAT O-SOURCE MAINS & LIFTS EWAT O-PURIFY SUPERVISION EWAT O-PURIFY MISC EWAT M-SOURCE MAINS & LIFTS EWAT M-SOURCE MAINS & LIFTS O-DISTR UNDERGRND LINE	66.00 49.11
7/24/20 FUEL MUNICIPAL WASTE 7/24/20 FUEL MUNICIPAL WASTE	EWAT O-PURIFY SUPERVISION EWAT O-PURIFY MISC EWAT M-SOURCE MAINS & LIFTS EWAT M-SOURCE MAINS & LIFTS O-DISTR UNDERGRND LINE	49.11
7/24/20 FUEL MUNICIPAL WASTE	EWAT O-PURIFY MISC EWAT M-SOURCE MAINS & LIFTS EWAT M-SOURCE MAINS & LIFTS O-DISTR UNDERGRND LINE	
	EWAT M-SOURCE MAINS & LIFTS EWAT M-SOURCE MAINS & LIFTS O-DISTR UNDERGRND LINE	88.91
	EWAT M-SOURCE MAINS & LIFTS O-DISTR UNDERGRND LINE	
7/24/20 FUEL MUNICIPAL WASTE	O-DISTR UNDERGRND LINE	96.36
	O-DISTR UNDERGRND LINE	145.26
		977.25
		66.00
	NAGE STORY DIVINAGE	265.68
7/24/20 TOBE STORM WATER PAR	TOTAL:	_
ONE OFFICE SOLUTION-WOCITY 7/24/20 INK CARTRIDGES GENERAL FUND	ACCOUNTING	94.72
7/24/20 PACKAGING TAPE GENERAL FUND		2.93
	ECONOMIC DEVELOPMENT	2.93
7/24/20 TACKROING TALE GENERAL FUND	TOTAL:	100.58
ONE OFFICE SOLUTION-NCLAWE 7/24/20 FILE FOLDERS GENERAL FUND	SECURITY CENTER	22.97
7/24/20 FILE FOLDERS GENERAL FUND		22.97
,, = ,, = 0 = = = = = = = = = = = = = =	TOTAL:	45.94
ONE OFFICE SOLUTION-WOCITY 7/24/20 STOOL LIQUOR	O-GEN MISC	136.64
· ·	G DATA PROCESSING	126.99
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	TOTAL:	263.63
ONE OFFICE SOLUTION-WOUTIL 7/24/20 PAPER WATER	ACCTS-RECORDS & COLLEC	10.14
7/24/20 PAPER MUNICIPAL WAST	EWAT ACCT-RECORDS & COLLECT	10.13
7/24/20 PAPER ELECTRIC	ACCTS-RECORDS & COLLEC	20.27
	TOTAL:	40.54
OPTUM BANK 7/24/20 HSA FEE-JUNE GENERAL FUND	GENERAL GOVT BUILDINGS	71.25_
	TOTAL:	71.25
PAINTED PRAIRIE VINEYARD 7/24/20 WINE LIQUOR	NON-DEPARTMENTAL	252.00_
	TOTAL:	252.00
PAUSTIS WINE COMPANY 7/24/20 WINE LIQUOR	NON-DEPARTMENTAL	1,048.00
7/24/20 LIQUOR LIQUOR	NON-DEPARTMENTAL	752.00
7/24/20 WINE LIQUOR	NON-DEPARTMENTAL	3,891.50
7/24/20 FREIGHT LIQUOR	O-SOURCE MISC	13.75
7/24/20 FREIGHT LIQUOR	O-SOURCE MISC	65.00_
	TOTAL:	5,770.25
MN PEIP 7/24/20 HEALTH INS PREMIUM GENERAL FUND	NON-DEPARTMENTAL	6,750.30
7/24/20 HEALTH INS PREMIUM GENERAL FUND	NON-DEPARTMENTAL	6,772.16
7/24/20 INSURANCE JULY FOR AUG GENERAL FUND	NON-DEPARTMENTAL	611.16
7/24/20 ERWIN CREDIT FOR JULY GENERAL FUND	NON-DEPARTMENTAL	161.00-
7/24/20 HEALTH INS PREM GENERAL FUND	MAYOR AND COUNCIL	322.01
7/24/20 HEALTH INS PREM GENERAL FUND	MAYOR AND COUNCIL	322.01
7/24/20 HEALTH INS PREM GENERAL FUND	ADMINISTRATION	752.22
7/24/20 HEALTH INS PREM GENERAL FUND	ADMINISTRATION	752.22
7/24/20 HEALTH INS PREM GENERAL FUND	CLERK'S OFFICE	601.10
7/24/20 HEALTH INS PREM GENERAL FUND	CLERK'S OFFICE	601.10
7/24/20 HEALTH INS PREM GENERAL FUND	ACCOUNTING	961.76
7/24/20 HEALTH INS PREM GENERAL FUND	ACCOUNTING	961.76
7/24/20 HEALTH INS PREM GENERAL FUND	ENGINEERING ADMIN	761.28

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7/24/20 BEALTH INS PREM GENERAL FUND ENGINEERING ADMIN 1,533.84 7/24/20 BEALTH INS PREM GENERAL FUND ECONOMIC DEVELOPMENT 1,533.84 7/24/20 BEALTH INS PREM GENERAL FUND DOLICE ARMINISTRATION 12,017.70 7/24/20 BEALTH INS PREM GENERAL FUND POLICE ARMINISTRATION 12,017.70 7/24/20 BEALTH INS PREM GENERAL FUND POLICE ARMINISTRATION 12,065.54 7/24/20 BEALTH INS PREM GENERAL FUND POLICE ARMINISTRATION 12,065.54 7/24/20 BEALTH INS PREM GENERAL FUND POLICE ARMINISTRATION 12,065.54 7/24/20 BEALTH INS PREM GENERAL FUND POLICE ARMINISTRATION 12,065.54 7/24/20 BEALTH INS PREM GENERAL FUND SECURITY CENTER 2,389.31 7/24/20 BEALTH INS PREM GENERAL FUND SECURITY CENTER 2,389.39 7/24/20 BEALTH INS PREM GENERAL FUND SECURITY CENTER 2,389.39 7/24/20 BEALTH INS PREM GENERAL FUND SECURITY CENTER 2,389.39 7/24/20 BEALTH INS PREM GENERAL FUND PIRE ADMINISTRATION 10,82 7/24/20 BEALTH INS PREM GENERAL FUND PIRE ADMINISTRATION 10,33 7/24/20 BEALTH INS PREM GENERAL FUND PAVED STREETS 540.99 7/24/20 BEALTH INS PREM GENERAL FUND PAVED STREETS 540.99 7/24/20 BEALTH INS PREM GENERAL FUND PAVED STREETS 540.99 7/24/20 BEALTH INS PREM GENERAL FUND PAVED STREETS 540.99 7/24/20 BEALTH INS PREM GENERAL FUND PUBLIC WORK SHOP 661.11 7/24/20 BEALTH INS PREM GENERAL FUND PUBLIC WORK SHOP 661.11 7/24/20 BEALTH INS PREM GENERAL FUND CODE ENFORCEMENT 325.64 7/24/20 BEALTH INS PREM GENERAL FUND CODE ENFORCEMENT 325.64 7/24/20 BEALTH INS PREM GENERAL FUND CODE ENFORCEMENT 325.64 7/24/20 BEALTH INS PREM GENERAL FUND CODE ENFORCEMENT 325.64 7/24/20 BEALTH INS PREM GENERAL FUND CODE ENFORCEMENT 325.64 7/24/20 BEALTH INS PREM GENERAL FUND CODE ENFORCEMENT 325.64 7/24/20 BEALTH INS PREM GENERAL FUND CODE ENFORCEMENT 325.64 7/24/20 BEALTH INS	DATE	DESCRIPTION	И	FUND	DEPARTMENT	AMOUNT_
7/24/20 HEALTH INS FREM GENERAL FUND ECONOMIC DEVELOPMENT 1,533.84	7/24/20	HEALTH INS	PREM	GENERAL FUND	ENGINEERING ADMIN	832.73
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7/24/20 HEALTH INS PREM WATER O-SOURCE WELLS & SPRNG 12.36 7/24/20 HEALTH INS PREM WATER O-DISTR SUPER AND ENG 601.10 7/24/20 HEALTH INS PREM WATER O-DISTR SUPER AND ENG 601.10 7/24/20 HEALTH INS PREM WATER O-DISTR MISC 16.10 7/24/20 HEALTH INS PREM WATER GENERAL ADMIN 90.17 7/24/20 HEALTH INS PREM WATER GENERAL ADMIN 82.75 7/24/20 HEALTH INS PREM WATER ADMIN OFFICE SUPPLIES 3.09 7/24/20 HEALTH INS PREM WATER ACCTS-METER READING 180.33 7/24/20 HEALTH INS PREM WATER ACCTS-METER READING 120.22 7/24/20 HEALTH INS PREM WATER ACCTS-RECORDS & COLLEC 152.52	7/24/20	HEALTH INS	PREMIUM	WATER	NON-DEPARTMENTAL	245.21
7/24/20 HEALTH INS PREM WATER O-DISTR SUPER AND ENG 601.10 7/24/20 HEALTH INS PREM WATER O-DISTR SUPER AND ENG 601.10 7/24/20 HEALTH INS PREM WATER O-DISTR MISC 16.10 7/24/20 HEALTH INS PREM WATER O-DISTR MISC 16.10 7/24/20 HEALTH INS PREM WATER GENERAL ADMIN 90.17 7/24/20 HEALTH INS PREM WATER GENERAL ADMIN 82.75 7/24/20 HEALTH INS PREM WATER ADMIN OFFICE SUPPLIES 3.09 7/24/20 HEALTH INS PREM WATER ACCTS-METER READING 180.33 7/24/20 HEALTH INS PREM WATER ACCTS-METER READING 120.22 7/24/20 HEALTH INS PREM WATER ACCTS-RECORDS & COLLEC 152.52	7/24/20	HEALTH INS	PREMIUM	WATER	NON-DEPARTMENTAL	211.91
7/24/20 HEALTH INS PREM WATER O-DISTR SUPER AND ENG 601.10 7/24/20 HEALTH INS PREM WATER O-DISTR MISC 16.10 7/24/20 HEALTH INS PREM WATER O-DISTR MISC 16.10 7/24/20 HEALTH INS PREM WATER GENERAL ADMIN 90.17 7/24/20 HEALTH INS PREM WATER GENERAL ADMIN 82.75 7/24/20 HEALTH INS PREM WATER ADMIN OFFICE SUPPLIES 3.09 7/24/20 HEALTH INS PREM WATER ACCTS-METER READING 180.33 7/24/20 HEALTH INS PREM WATER ACCTS-METER READING 120.22 7/24/20 HEALTH INS PREM WATER ACCTS-RECORDS & COLLEC 152.52	7/24/20	HEALTH INS	PREM	WATER	O-SOURCE WELLS & SPRNG	12.36
7/24/20 HEALTH INS PREM WATER O-DISTR MISC 16.10 7/24/20 HEALTH INS PREM WATER O-DISTR MISC 16.10 7/24/20 HEALTH INS PREM WATER GENERAL ADMIN 90.17 7/24/20 HEALTH INS PREM WATER GENERAL ADMIN 82.75 7/24/20 HEALTH INS PREM WATER ADMIN OFFICE SUPPLIES 3.09 7/24/20 HEALTH INS PREM WATER ACCTS-METER READING 180.33 7/24/20 HEALTH INS PREM WATER ACCTS-METER READING 120.22 7/24/20 HEALTH INS PREM WATER ACCTS-RECORDS & COLLEC 152.52	7/24/20	HEALTH INS	PREM	WATER	O-DISTR SUPER AND ENG	601.10
7/24/20 HEALTH INS PREM WATER O-DISTR MISC 16.10 7/24/20 HEALTH INS PREM WATER GENERAL ADMIN 90.17 7/24/20 HEALTH INS PREM WATER GENERAL ADMIN 82.75 7/24/20 HEALTH INS PREM WATER ADMIN OFFICE SUPPLIES 3.09 7/24/20 HEALTH INS PREM WATER ACCTS-METER READING 180.33 7/24/20 HEALTH INS PREM WATER ACCTS-METER READING 120.22 7/24/20 HEALTH INS PREM WATER ACCTS-RECORDS & COLLEC 152.52	7/24/20	HEALTH INS	PREM	WATER	O-DISTR SUPER AND ENG	601.10
7/24/20 HEALTH INS PREM WATER GENERAL ADMIN 90.17 7/24/20 HEALTH INS PREM WATER GENERAL ADMIN 82.75 7/24/20 HEALTH INS PREM WATER ADMIN OFFICE SUPPLIES 3.09 7/24/20 HEALTH INS PREM WATER ACCTS-METER READING 180.33 7/24/20 HEALTH INS PREM WATER ACCTS-METER READING 120.22 7/24/20 HEALTH INS PREM WATER ACCTS-RECORDS & COLLEC 152.52	7/24/20	HEALTH INS	PREM	WATER	O-DISTR MISC	16.10
7/24/20 HEALTH INS PREM WATER GENERAL ADMIN 82.75 7/24/20 HEALTH INS PREM WATER ADMIN OFFICE SUPPLIES 3.09 7/24/20 HEALTH INS PREM WATER ACCTS-METER READING 180.33 7/24/20 HEALTH INS PREM WATER ACCTS-METER READING 120.22 7/24/20 HEALTH INS PREM WATER ACCTS-RECORDS & COLLEC 152.52	7/24/20	HEALTH INS	PREM	WATER	O-DISTR MISC	16.10
7/24/20 HEALTH INS PREM WATER ADMIN OFFICE SUPPLIES 3.09 7/24/20 HEALTH INS PREM WATER ACCTS-METER READING 180.33 7/24/20 HEALTH INS PREM WATER ACCTS-METER READING 120.22 7/24/20 HEALTH INS PREM WATER ACCTS-RECORDS & COLLEC 152.52	7/24/20	HEALTH INS	PREM	WATER	GENERAL ADMIN	90.17
7/24/20 HEALTH INS PREM WATER ACCTS-METER READING 180.33 7/24/20 HEALTH INS PREM WATER ACCTS-METER READING 120.22 7/24/20 HEALTH INS PREM WATER ACCTS-RECORDS & COLLEC 152.52	7/24/20	HEALTH INS	PREM	WATER	GENERAL ADMIN	82.75
7/24/20 HEALTH INS PREM WATER ACCTS-METER READING 120.22 7/24/20 HEALTH INS PREM WATER ACCTS-RECORDS & COLLEC 152.52	7/24/20	HEALTH INS	PREM	WATER	ADMIN OFFICE SUPPLIES	3.09
7/24/20 HEALTH INS PREM WATER ACCTS-RECORDS & COLLEC 152.52	7/24/20	HEALTH INS	PREM	WATER	ACCTS-METER READING	180.33
	7/24/20	HEALTH INS	PREM	WATER	ACCTS-METER READING	120.22
7/24/20 HEALTH INS PREM WATER ACCTS-RECORDS & COLLEC 152.52				WATER		
	7/24/20	HEALTH INS	PREM	WATER	ACCTS-RECORDS & COLLEC	152.52

VENDOR SORT KEY

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DATE	DESCRIPTION	1	FUND	DEPARTMENT	AMOUNT_
7/24/20	HEALTH INS	PREM	WATER	PROJECT #2	47.01
7/24/20	HEALTH INS	PREM	WATER	PROJECT #11	56.42
7/24/20	HEALTH INS	PREMIUM	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	119.19
7/24/20	HEALTH INS	PREMIUM	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	132.48
7/24/20	INSURANCE 3	JULY FOR AUG	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	129.62
7/24/20	HEALTH INS	PREM	MUNICIPAL WASTEWAT	O-SOURCE SUPERVISION	180.33
7/24/20	HEALTH INS	PREM	MUNICIPAL WASTEWAT	O-SOURCE SUPERVISION	180.33
7/24/20	HEALTH INS	PREM	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	420.77
7/24/20	HEALTH INS	PREM	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	420.77
7/24/20	HEALTH INS	PREM	MUNICIPAL WASTEWAT	O-PURIFY MISC	16.10
7/24/20	HEALTH INS	PREM	MUNICIPAL WASTEWAT	O-PURIFY MISC	16.10
7/24/20	HEALTH INS	PREM	MUNICIPAL WASTEWAT	GENERAL ADMIN	72.13
7/24/20	HEALTH INS	PREM	MUNICIPAL WASTEWAT	GENERAL ADMIN	66.20
7/24/20	HEALTH INS	PREM	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	3.09
7/24/20	HEALTH INS	PREM	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	126.04
7/24/20	HEALTH INS	PREM	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	126.04
7/24/20	HEALTH INS	PREM	MUNICIPAL WASTEWAT	PROJECT #3	9.40
7/24/20	HEALTH INS	PREM	MUNICIPAL WASTEWAT	PROJECT #4	9.40
7/24/20	HEALTH INS	PREM	MUNICIPAL WASTEWAT	PROJECT #7	18.81
7/24/20	HEALTH INS	PREM	MUNICIPAL WASTEWAT	PROJECT #7	112.83
7/24/20	HEALTH INS	PREMIUM	ELECTRIC	NON-DEPARTMENTAL	966.88
7/24/20	HEALTH INS	PREMIUM	ELECTRIC	NON-DEPARTMENTAL	973.76
7/24/20	INSURANCE 3	JULY FOR AUG	ELECTRIC	NON-DEPARTMENTAL	300.54
7/24/20	HEALTH INS	PREM	ELECTRIC	O-DISTR UNDERGRND LINE	300.55
7/24/20	HEALTH INS	PREM	ELECTRIC	O-DISTR UNDERGRND LINE	330.61
7/24/20	HEALTH INS	PREM	ELECTRIC	O-DISTR MISC	895.75
7/24/20	HEALTH INS	PREM	ELECTRIC	O-DISTR MISC	263.89
7/24/20	HEALTH INS	PREM	ELECTRIC	M-SOURCE STRUCTURES	30.06
7/24/20	HEALTH INS	PREM	ELECTRIC	M-CISTR SUPER & ENG	14.43
7/24/20	HEALTH INS	PREM	ELECTRIC	M-DISTR UNDERGRND LINE	85.13
7/24/20	HEALTH INS	PREM	ELECTRIC	M-DISTR UNDERGRND LINE	133.79
7/24/20	HEALTH INS	PREM	ELECTRIC	M-DISTR PLANT MISC	69.66
7/24/20	HEALTH INS	PREM	ELECTRIC	GENERAL ADMIN	438.80
7/24/20	HEALTH INS	PREM	ELECTRIC	GENERAL ADMIN	402.70
7/24/20	HEALTH INS	PREM	ELECTRIC	ADMIN OFFICE SUPPLIES	30.91
7/24/20	HEALTH INS	PREM	ELECTRIC	ACCTS-METER READING	60.11
7/24/20	HEALTH INS	PREM	ELECTRIC	ACCTS-METER READING	120.21
7/24/20	HEALTH INS	PREM	ELECTRIC	ACCTS-RECORDS & COLLEC	676.46
7/24/20	HEALTH INS	PREM	ELECTRIC	ACCTS-RECORDS & COLLEC	676.46
7/24/20	HEALTH INS	PREM	ELECTRIC	ACCTS-ASSISTANCE	161.00
7/24/20	HEALTH INS	PREM	ELECTRIC	ACCTS-ASSISTANCE	161.00
7/24/20	HEALTH INS	PREM	ELECTRIC	FA DISTR UNDRGRND COND	1,755.65
7/24/20	HEALTH INS	PREM	ELECTRIC	FA DISTR UNDRGRND COND	174.02
7/24/20	HEALTH INS	PREM	ELECTRIC	FA DISTR UNDRGRND COND	133.79
7/24/20	HEALTH INS	PREM	ELECTRIC	FA DISTR ST LITE & SIG	487.28
7/24/20	HEALTH INS	PREM	ELECTRIC	FA DISTR ST LITE & SIG	133.79
7/24/20	HEALTH INS	PREM	ELECTRIC	FA COMMUNICATION EQUIP	1,188.59
7/24/20	HEALTH INS	PREM	ELECTRIC	FA COMMUNICATION EQUIP	401.27
	HEALTH INS		STORM WATER MANAGE	NON-DEPARTMENTAL	1.66
	HEALTH INS		STORM WATER MANAGE	PROJECT #17	9.41
7/24/20	HEALTH INS	PREMIUM	LIQUOR	NON-DEPARTMENTAL	563.49
7/24/20	HEALTH INS	PREMIUM	LIQUOR	NON-DEPARTMENTAL	402.49
7/24/20	HEALTH INS	PREM	LIQUOR	O-GEN MISC	2,293.96
7/24/20	HEALTH INS	PREM	LIQUOR	O-GEN MISC	1,649.94
7/24/20	HEALTH INS	PREMIUM	DATA PROCESSING	NON-DEPARTMENTAL	382.48
7/24/20	HEALTH INS		DATA PROCESSING		382.48

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DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
7/24/20	HEALTH INS PREM	DATA PROCESSING	DATA PROCESSING	1,274.12
7/24/20	HEALTH INS PREM	DATA PROCESSING	DATA PROCESSING	1,274.12
7/24/20	J BOMGAARS JULY FOR AUG IN	HEALTH INS PLAN (T	NON-DEPARTMENTAL	300.54_
			TOTAL:	88,711.92
				276.50
7/24/20	FIRE EXT CERTIFICATION-CAL	GENERAL FUND	CENTER FOR ACTIVE LIVI	184.50
7/24/20	FIRE EXT. CERTIFICATION-PA	RECREATION	PARK AREAS	99.00
7/24/20	FIRE EXT. CERT-WASTE WATER	MUNICIPAL WASTEWAT	O-PURIFY MISC	240.00_
			TOTAL:	800.00
7/24/20	MIX	LIQUOR	NON-DEPARTMENTAL	119.95
7/24/20	MIX	LIQUOR	NON-DEPARTMENTAL	123.95_
			TOTAL:	243.90
7/24/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	10,083.05
		LIQUOR	NON-DEPARTMENTAL	2,647.25
, , ,		LIQUOR	NON-DEPARTMENTAL	268.00
7/24/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	7,462.11
		LIQUOR	NON-DEPARTMENTAL	445.00
	-			4,898.01
7/24/20	WINE	LIQUOR	NON-DEPARTMENTAL	697.25
		2		102.00
7/24/20	FREIGHT	LIQUOR	O-SOURCE MISC	186.92
7/24/20	FREIGHT	LIQUOR	O-SOURCE MISC	125.89
		LIQUOR	O-SOURCE MISC	80.70
7/24/20	FREIGHT	LIQUOR	O-SOURCE MISC	21.97
7/24/20	FREIGHT			81.28
7/24/20	FREIGHT	LIQUOR		39.16_
			TOTAL:	27,138.59
7/24/20	QUADIENT LEASING USA, INC	WATER	ACCTS-RECORDS & COLLEC	423.94
7/24/20	QUADIENT LEASING USA, INC	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	423.93
7/24/20	QUADIENT LEASING USA, INC	ELECTRIC	ACCTS-RECORDS & COLLEC	847.88_
			TOTAL:	1,695.75
7/24/20	LUTTERMAN ASSMT APPEAL	GENERAL FUND	CITY ATTORNEY	1,993.50_
			TOTAL:	1,993.50
7/24/20	MULTI-CHANNEL PAGER, CHARG	GENERAL FUND	FIRE ADMINISTRATION	1,982.50
7/24/20	RADIO BATTERIES FOR HAND H	ELECTRIC	O-DISTR MISC	204.00_
			TOTAL:	2,186.50
7/24/20	HI-LOW JACKPOT - KITN	LIQUOR	O-GEN MISC	350.00
7/24/20	HI-LOW JACKPOT - KUSQ	LIQUOR	O-GEN MISC	350.00_
			TOTAL:	700.00
7/24/20	VIDEO SCREEN RENTAL	MEMORIAL AUDITORIU	MEMORIAL AUDITORIUM	2,000.00_
			TOTAL:	2,000.00
7/24/20	WINE	LIQUOR	NON-DEPARTMENTAL	720.00_
			TOTAL:	720.00
				20.86
7/24/20	TOOLS & OPERATING SUPPLIES	WATER		101.13_
			TOTAL:	121.99
	7/24/20 7/24/20	7/24/20 HEALTH INS PREM 7/24/20 J BOMGAARS JULY FOR AUG IN 7/24/20 FIRE EXT. CERTIFICATION-ST 7/24/20 FIRE EXT CERTIFICATION-PA 7/24/20 FIRE EXT. CERT-WASTE WATER 7/24/20 MIX 7/24/20 MIX 7/24/20 MIX 7/24/20 WINE 7/24/20 WINE 7/24/20 WINE 7/24/20 WINE 7/24/20 FREIGHT 7/24/20 QUADIENT LEASING USA, INC 7/24/20 RADIO BATTERIES FOR HAND H 7/24/20 HI-LOW JACKPOT - KITN 7/24/20 HI-LOW JACKPOT - KUSQ 7/24/20 VIDEO SCREEN RENTAL 7/24/20 WINE	7/24/20 HEALTH INS PREM DATA PROCESSING 7/24/20 HEALTH INS PREM DATA PROCESSING 7/24/20 J BOMGAARS JULY FOR AUG IN HEALTH INS PLAN (T 7/24/20 FIRE EXT. CERTIFICATION-ST GENERAL FUND 7/24/20 FIRE EXT. CERTIFICATION-CAL GENERAL FUND 7/24/20 FIRE EXT. CERTIFICATION-PA RECREATION 7/24/20 FIRE EXT. CERT-WASTE WATER MUNICIPAL WASTEWAT 7/24/20 MIX LIQUOR 7/24/20 WINE LIQUOR 7/24/20 WINE LIQUOR 7/24/20 WINE LIQUOR 7/24/20 FREIGHT LIQUOR 7/24/20 QUADIENT LEASING USA, INC WATER 7/24/20 QUADIENT LEASING USA, INC WATER 7/24/20 QUADIENT LEASING USA, INC ELECTRIC 7/24/20 MULTI-CHANNEL PAGER, CHARG GENERAL FUND 7/24/20 RADIO BATTERIES FOR HAND H ELECTRIC 7/24/20 HI-LOW JACKPOT - KITN LIQUOR 7/24/20 HI-LOW JACKPOT - KITN LIQUOR 7/24/20 HI-LOW JACKPOT - KUSQ LIQUOR 7/24/20 VIDEO SCREEN RENTAL MEMORIAL AUDITORIU 7/24/20 WINE LIQUOR	7/24/20 HEALTH INS FREM DATA PROCESSING DATA FROCESSING 7/24/20 HEALTH INS FREM DATA PROCESSING DATA FROCESSING PATA PROCESSING DATA PROCESSING TOTAL: 7/24/20 FIRE EXT. CERTIFICATION-ST GENERAL FUND CENTER FOR ACTIVE LIVI 7/24/20 FIRE EXT. CERTIFICATION-PA RECREATION PARK AREAS TOTAL: 7/24/20 FIRE EXT. CERT-WASTE WATER MUNICIPAL WASTEWAT O-PURIFY MISC TOTAL: 7/24/20 MIX LIQUOR NON-DEPARTMENTAL NON-DEPARTMENTAL TOTAL: 7/24/20 MIX LIQUOR NON-DEPARTMENTAL NO

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
RUNNINGS SUPPLY INC-ACCT#9502485	7/24/20	RAKES	RECREATION	TREE REMOVAL	38.97
				TOTAL:	38.97
SCHWALBACH ACE HARDWARE-5930	7/24/20	KEYS	GENERAL FUND	POLICE ADMINISTRATION	3.98
	7/24/20	FASTENERS	RECREATION	SOCCER COMPLEX	3.12
		GARBAGE BAGS		PARK AREAS	19.18
		BROOM-OLSON		OLSON PARK CAMPGROUND	9.99
	1/24/20	PAINT SUPPLIES	LIQUOR	O-GEN MISC TOTAL:	28.13_ 64.40
	7/04/00				11.06
SCHWALBACH ACE #6067		SHIPPING		O-PURIFY LABORATORY	11.96
	7/24/20	SAW BLADE	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT TOTAL:	8.99_ 20.95
	7/04/00				51 70
SECURE BENEFITS SYSTEMS CORP		ADMIN FEE ADMIN FEE	GENERAL FUND GENERAL FUND	NON-DEPARTMENTAL NON-DEPARTMENTAL	51.78 51.17
		CHILD CARE			
		CHILD CARE	GENERAL FUND GENERAL FUND	NON-DEPARTMENTAL NON-DEPARTMENTAL	1,291.64 1,291.64
		UNREIMBURSED MEDICAL	GENERAL FUND	NON-DEPARTMENTAL	1,327.45
	, , ,	UNREIMBURSED MEDICAL	GENERAL FUND	NON-DEPARTMENTAL	1,315.13
		MONTHLY ADMIN FEE-JULY		OTHER GEN GOVT MISC	20.00
		ADMIN FEE	RECREATION	NON-DEPARTMENTAL	7.56
	7/24/20	ADMIN FEE	RECREATION	NON-DEPARTMENTAL	7.95
	7/24/20	UNREIMBURSED MEDICAL	RECREATION	NON-DEPARTMENTAL	160.87
	7/24/20	UNREIMBURSED MEDICAL	RECREATION	NON-DEPARTMENTAL	168.06
	7/24/20	ADMIN FEE	ECONOMIC DEV AUTHO	NON-DEPARTMENTAL	0.06
	7/24/20	UNREIMBURSED MEDICAL	ECONOMIC DEV AUTHO	NON-DEPARTMENTAL	0.52
	7/24/20	ADMIN FEE	IMPROVEMENT CONST	NON-DEPARTMENTAL	0.90
	7/24/20	ADMIN FEE	IMPROVEMENT CONST	NON-DEPARTMENTAL	1.04
		UNREIMBURSED MEDICAL	IMPROVEMENT CONST	NON-DEPARTMENTAL	23.98
		UNREIMBURSED MEDICAL	IMPROVEMENT CONST		23.12
		ADMIN FEE	WATER	NON-DEPARTMENTAL	2.82
		ADMIN FEE	WATER	NON-DEPARTMENTAL	2.51
		UNREIMBURSED MEDICAL	WATER	NON-DEPARTMENTAL	130.20
		UNREIMBURSED MEDICAL	WATER	NON-DEPARTMENTAL	115.88
		ADMIN FEE	MUNICIPAL WASTEWAT		13.86
		ADMIN FEE CHILD CARE	MUNICIPAL WASTEWAT MUNICIPAL WASTEWAT		14.09 350.00
		CHILD CARE	MUNICIPAL WASTEWAT		350.00
		UNREIMBURSED MEDICAL			260.66
		UNREIMBURSED MEDICAL	MUNICIPAL WASTEWAT		271.07
		ADMIN FEE	ELECTRIC	NON-DEPARTMENTAL	6.24
		ADMIN FEE	ELECTRIC	NON-DEPARTMENTAL	6.24
		CHILD CARE	ELECTRIC	NON-DEPARTMENTAL	320.83
		CHILD CARE	ELECTRIC	NON-DEPARTMENTAL	320.83
	7/24/20	UNREIMBURSED MEDICAL	ELECTRIC	NON-DEPARTMENTAL	101.56
	7/24/20	UNREIMBURSED MEDICAL	ELECTRIC	NON-DEPARTMENTAL	101.56
	7/24/20	ADMIN FEE	STORM WATER MANAGE	NON-DEPARTMENTAL	0.03
	7/24/20	UNREIMBURSED MEDICAL	STORM WATER MANAGE	NON-DEPARTMENTAL	1.30
	7/24/20	ADMIN FEE	LIQUOR	NON-DEPARTMENTAL	6.75
	7/24/20	ADMIN FEE	LIQUOR	NON-DEPARTMENTAL	6.75
	7/24/20	UNREIMBURSED MEDICAL	LIQUOR	NON-DEPARTMENTAL	170.82
	7/24/20	UNREIMBURSED MEDICAL	LIQUOR	NON-DEPARTMENTAL	170.82
	7/24/20	ADMIN FEE	AIRPORT	NON-DEPARTMENTAL	0.25
		UNREIMBURSED MEDICAL	AIRPORT	NON-DEPARTMENTAL	11.72
	7/24/20	ADMIN FEE	DATA PROCESSING	NON-DEPARTMENTAL	2.25

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VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	7/24/20	ADMIN FEE	DATA PROCESSING	NON-DEPARTMENTAL	2.25
	7/24/20	UNREIMBURSED MEDICAL	DATA PROCESSING	NON-DEPARTMENTAL	100.00
	7/24/20	UNREIMBURSED MEDICAL	DATA PROCESSING	NON-DEPARTMENTAL	100.00_
				TOTAL:	8,684.16
SHORT ELLIOTT HENDRICKSON INC	7/24/20	FIELD HOUSE SALES TAX PROJ	RECREATION	FIELD HOUSE	4,896.00
	7/24/20	THEATER SPEC BUILDING	ECONOMIC DEV AUTHO	BUSINESS DEVELOPMENT	2,660.00_
				TOTAL:	7,556.00
SOUTHERN GLAZER'S WINE AND SPIRITS LL			LIQUOR	NON-DEPARTMENTAL	7,308.99
	7/24/20	WINE	LIQUOR	NON-DEPARTMENTAL	338.00
	7/24/20		LIQUOR	NON-DEPARTMENTAL	2,119.33
	7/24/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,875.97
	7/24/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	385.25
	7/24/20	WINE	LIQUOR	NON-DEPARTMENTAL	352.00
	7/24/20	FREIGHT	LIQUOR	O-SOURCE MISC	132.80
	7/24/20	FREIGHT	LIQUOR	O-SOURCE MISC	11.10
	7/24/20	FREIGHT	LIQUOR	O-SOURCE MISC	35.92
	7/24/20	FREIGHT	LIQUOR	O-SOURCE MISC	39.20
	7/24/20	FREIGHT	LIQUOR	O-SOURCE MISC	1.85
	7/24/20	FREIGHT	LIQUOR	O-SOURCE MISC	26.82
	7/24/20	FREIGHT	LIQUOR	O-SOURCE MISC	1.85_
				TOTAL:	13,629.08
SOUTHWESTERN MENTAL HEALTH CENTER INC	7/24/20	EAP SESSIONS	SAFETY PROMO/LOSS	HEALTH/SAFETY/FITNESS	130.00
	7/24/20	EAP SESSIONS	SAFETY PROMO/LOSS	HEALTH/SAFETY/FITNESS	130.00
	7/24/20	EAP SESSIONS	SAFETY PROMO/LOSS	HEALTH/SAFETY/FITNESS	65.00_
				TOTAL:	325.00
STUART C IRBY CO	7/24/20	15KV WIRE	ELECTRIC	FA DISTR UNDRGRND COND	6,630.56_
				TOTAL:	6,630.56
ULINE	7/24/20	KNIFE EVIDENCE BOX	GENERAL FUND	POLICE ADMINISTRATION	70.89_
				TOTAL:	70.89
VERIZON WIRELESS	7/24/20	WIRELESS SERVICE	WATER	O-DISTR MISC	40.01
	7/24/20	WIRELESS SERVICE	WATER	O-DISTR MISC	43.16
	7/24/20	WIRELESS SERVICE	WATER	O-DISTR MISC	53.16
	7/24/20	WIRELESS SERVICE	WATER	O-DISTR MISC	25.77
	7/24/20	WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	40.01
	7/24/20	WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	43.16
	7/24/20	WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	43.16
	7/24/20	WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	43.16
	7/24/20	WIRELESS SERVICE	ELECTRIC	O-DISTR SUPER & ENG	40.01
	7/24/20	WIRELESS SERVICE	ELECTRIC	O-DISTR SUPER & ENG	40.01
	7/24/20	WIRELESS SERVICE	ELECTRIC	O-DISTR SUPER & ENG	43.16
	7/24/20	WIRELESS SERVICE	ELECTRIC	O-DISTR SUPER & ENG	53.16
	7/24/20	WIRELESS SERVICE	ELECTRIC	O-DISTR MISC	43.16
	7/24/20	WIRELESS SERVICE	ELECTRIC	ADMIN OFFICE SUPPLIES	53.16
	7/24/20	WIRELESS SERVICE	ELECTRIC	ACCTS-METER READING	53.16_
				TOTAL:	657.41
VETERINARY MEDICAL CTR PA	7/24/20	FOOD-FRANKIE	GENERAL FUND	POLICE ADMINISTRATION	69.19
VETERINARY MEDICAL CTR PA		FOOD-FRANKIE FOOD-WINSTON	GENERAL FUND	POLICE ADMINISTRATION POLICE ADMINISTRATION	69.19 68.65_

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
VINOCOPIA INC	7/24/20	LIQUOR`	LIQUOR	NON-DEPARTMENTAL	1,232.14
	7/24/20			NON-DEPARTMENTAL	1,048.00
	7/24/20	MIX	LIQUOR	NON-DEPARTMENTAL NON-DEPARTMENTAL	120.00
	7/24/20	FREIGHT	LIQUOR	O-SOURCE MISC	37.50_
				TOTAL:	2,437.64
WAL MART BUSINESS/SYNCB	7/24/20			SECURITY CENTER	6.41
	7/24/20	TISSUE	GENERAL FUND	SECURITY CENTER	
	7/24/20	FACE MASKS, STORAGE MASKS, SOAP, SANITIZING WI	GENERAL FUND	CENTER FOR ACTIVE LIVI	
					2.74
	7/24/20	MASKS, SOAP, SANITIZING WI FACE MASKS, SANITIZER, LYS	CENERAL FUND	CENTER FOR ACTIVE LIVI	37.84
		FACE MASKS, SANITIZER, LYS		CENTER FOR ACTIVE LIVI	
		FACE MASKS, SANITIZER, LYS		CENTER FOR ACTIVE LIVI	12.88
		RUG, LUNCHBAG, DISINFECT W		CENTER FOR ACTIVE LIVI	
	7/24/20	RUG. LUNCHBAG. DISINFECT W	GENERAL FUND	CENTER FOR ACTIVE LIVI	6.65
	7/24/20	RUG, LUNCHBAG, DISINFECT W	GENERAL FUND	CENTER FOR ACTIVE LIVI	39.84
	7/24/20	FACE MASKS BLEACH, STORAGE CONTAINERS	GENERAL FUND	CENTER FOR ACTIVE LIVI	17.94
					5.91
	7/24/20	BLEACH, STORAGE CONTAINERS	GENERAL FUND	CENTER FOR ACTIVE LIVI	31.74
	7/24/20	BLEACH, STORAGE CONTAINERS	GENERAL FUND	CENTER FOR ACTIVE LIVI	0.97_
				TOTAL:	236.77
WALKER ELECTRIC LLC	7/24/20	DRU'S-849 TURNER & 1124 MI	ELECTRIC		_
				TOTAL:	
WESCO RECEIVABLES CORP	7/24/20	STREET LIGHTS	ELECTRIC		
				TOTAL:	7,935.47
WIETZEMA TODD	7/24/20	FIELD HOUSE	RECREATION	PARK AREAS	14.00_
				TOTAL:	14.00
PHILLIP JAY WILLARDSON	7/24/20	MOWING-938 WINIFRED STREET	GENERAL FUND	CODE ENFORCEMENT	35.00
	7/24/20	MOWING-1845 S. SHORE DRIVE MOWED-1437 CLARY STREET	GENERAL FUND	CODE ENFORCEMENT	35.00
	7/24/20	MOWED-1437 CLARY STREET	GENERAL FUND	CODE ENFORCEMENT	35.00_
				TOTAL:	105.00
WINE MERCHANTS				NON-DEPARTMENTAL	
	7/24/20	FREIGHT	LIQUOR	O-SOURCE MISC	10.14_
				TOTAL:	526.14
WORTHINGTON AREA UNITED WAY	7/24/20	PAYROLL WITHHOLDING	GENERAL FUND	NON-DEPARTMENTAL	19.00
	7/24/20	PAYROLL WITHHOLDING	GENERAL FUND	NON-DEPARTMENTAL	19.00
			MEMORIAL AUDITORIU	NON-DEPARTMENTAL	5.00
	7/24/20	PAYROLL WITHHOLDING	MEMORIAL AUDITORIU	NON-DEPARTMENTAL	5.00
		PAYROLL WITHHOLDING	WATER	NON-DEPARTMENTAL	0.75
		PAYROLL WITHHOLDING		NON-DEPARTMENTAL	0.75
		PAYROLL WITHHOLDING	MUNICIPAL WASTEWAT		0.60
		PAYROLL WITHHOLDING	MUNICIPAL WASTEWAT		0.60
		PAYROLL WITHHOLDING		NON-DEPARTMENTAL	3.65
	1/24/20	PAYROLL WITHHOLDING	ELECTRIC	NON-DEPARTMENTAL	3.65_
				TOTAL:	58.00
WORTHINGTON PRINTING CO INC	7/24/20	RECEIPT BOOKS	GENERAL FUND	POLICE ADMINISTRATION	191.20
WORLINGTON TRANSPING CO INC	.,,				_

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VENDOR SORT KEY		DATE DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
YMCA		7/24/20 2020 CONTRACT PAY	MENT-JULY RECREATION	RECREATION PROGRAMS TOTAL:	
	====	======== FUND TOTALS ==			
	101	GENERAL FUND	305,934.29		
	202	MEMORIAL AUDITORIUM	4,763.77		
	229	RECREATION	35,202.83		
	231	ECONOMIC DEV AUTHORITY	2,661.01		
	321	PIR/TRUNKS	1,361.80		
	401	IMPROVEMENT CONST	751,062.95		
	601	WATER	9,827.87		
	602	MUNICIPAL WASTEWATER	259,157.53		
	604	ELECTRIC	40,548.88		
	605	INDUSTRIAL WASTEWATER	61,249.13		
	606	STORM WATER MANAGEMENT	20,814.54		
	609	LIQUOR	183,090.15		
	612	AIRPORT	4,098.47		
	702	DATA PROCESSING	3,784.09		
	703	SAFETY PROMO/LOSS CTRL	325.00		
	705	HEALTH INS PLAN (TPA)	300.54		

GRAND TOTAL: 1,684,182.85

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