#### WORTHINGTON CITY COUNCIL

#### **AGENDA**

#### 7:00 P.M. - Monday, September 14, 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. City Council Minutes of August 24, 2020
    - b. Special City Council Minutes of August 24, 2020
    - c. Special City Council Minutes of September 2, 2020
  - 2. MINUTES OF BOARDS & COMMISSIONS (PINK)
    - 1. Economic Development Authority Minutes of August 25, 2020
    - 2. Water & Light Commission Minutes of August 10, 2020
    - 3. Center for Active Living Committee Minutes of August 11, 2020
    - 4. Convention & Visitors Bureau Minutes of July 29, 2020
    - 5. Heron Lake Watershed Board Minutes of July 15, 2020
  - 3. FINANCIAL STATEMENT (LAVENDER)
    - 1. Municipal Liquor Store Income Statement for the Period January 1, 2020 through August 31, 2020
  - 4. CITY COUNCIL BUSINESS (WHITE)
    - 1. Application to Block Streets District 518 Spirit of Worthington Marching band
  - 5. BILLS PAYABLE (WHITE)

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

#### E. CITY COUNCIL BUSINESS - ADMINISTRATION (WHITE)

#### Case Item(s)

- 1. Nominating Committee Recommendation for Committee Appointments
- 2. Resolutions Approving Proposed 2020 Tax Levies Collectible in 2021
- 3. Resolution Intent to Bond for Sales Tax Projects
- 4. Award of hContract Glenwood Heights Second Addition Site Grading, Sanitary Sewer, WaterMain, Storm Sewer, and Streets
- 5. Professional Services Agreement Industrial Waste Water Treatment Plant Facility Plan
- 6. Professional Service Agreement Cecilee Street Extension

#### F. CITY COUNCIL BUSINESS - PUBLIC SAFETY (TAN)

#### Case Item(s)

- 1. Consideration of a Resolution Authorizing Execution of Agreement between the City of Worthington and the Minnesota Bureau of Criminal Apprehension
- 2. Resolution Authorizing Execution of Toward Zero Deaths Grant Agreement

#### G. CITY COUNCIL BUSINESS - PUBLIC WORKS (GREEN)

#### Case Item(s)

- 1. Accept a Donation from Bedford Industries
- 2. Accept Bedford Technologies Fence Donation
- 3. Approve Airport Change Order
- 4. Declare City Owned Buildings as Surplus Property

- 5. Approve Park Sales Tax Project Change Order
- 6. Approve 10<sup>th</sup> Street Plaza Change Order

#### H. CITY COUNCIL BUSINESS - ENGINEERING (BLUE)

#### Case Item(s)

- 1. Award Contract for Cherrywood Addition Storm Sewer Improvement
- 2. Call for Hearings on Proposed Assessments

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

#### Case Item(s)

1. Conditional Use Permit - Intermediate School (ISD 518)

#### J. COUNCIL COMMITTEE REPORTS

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

#### K. CITY ADMINISTRATOR REPORT

#### L. ADJOURNMENT

#### WORTHINGTON CITY COUNCIL REGULAR MEETING, AUGUST 24, 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; Todd Wietzema, Public Works Director; Jeff Faragher, Acting Director of Engineering; Mindy Eggers, City Clerk.

Others present: Ryan McGaughey, The Globe; Justine Wettschreck, Radio Works; Logan Ahlers, Gunner Beckering, Honorary Council Member; Chris Kielblock.

The Pledge of Allegiance was recited.

#### AGENDA CLOSED / APPROVED

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

# PUBLIC HEARING - RESOLUTION NO. 2020-08-57 ADOPTED APPROVING TAX ABATEMENT FOR CERTAIN PROPERTY PURSUANT TO MINN. STAT. 469-1813 - 2344 AND 2346 CHERRYWOOD LANE

Pursuant to published notice this was the time and date for a public hearing on a Nobles Home Initiative application for tax abatement.

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

Jason Brisson, Assistant City Administrator/Director of Economic Development, stated a Nobles Home Initiative (NHI) application submitted by KJSM Investments LLC. The applicant is seeking approval of tax abatement for the construction of a two-family duplex at 2344 and 2346 Cherrywood Lane. The duplex consists of two approximately 1,620 square foot units with approximately 484 square foot attached garages. The estimated value of the project is \$310,000, which would generate approximately \$3,300 in annual taxes utilizing the 2020 tax rate. The City's share would be approximately \$1,569.

Staff has reviewed the application and finds that it meets all the parameters of the NHI Guidelines.

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

A motion was made by Council Member Cummings, seconded by Council Member Oberloh and unanimously carried to adopt a resolution approving tax abatement for certain property pursuant to Minn. Stat. 469.1813 - 2344 and 2346 Cherrywood Lane.

RESOLUTION NO. 2020-08-57

A RESOLUTION APPROVING TAX ABATEMENT FOR A CERTAIN PROPERTY PURSUANT TO MINN. STAT. 469.1813. - 2344 AND 2344 AND 2346 CHERRYWOOD LANE

(Refer to Resolution File for complete copy of Resolution)

# PUBLIC HEARING - RESOLUTION NO. 2020-08-58 ADOPTED APPROVING TAX ABATEMENT FOR CERTAIN PROPERTY PURSUANT TO MINN. STAT. 469-1813 - 2354 AND 2364 CHERRYWOOD LANE

Pursuant to published notice this was the time and date for a public hearing on a Nobles Home Initiative application for tax abatement.

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 a Nobles Home Initiative (NHI) application submitted by KJSM Investments LLC. The applicant is seeking approval of tax abatement for the construction of a two-family duplex at 2354 and 2364 Cherrywood Lane. The duplex consists of two approximately 1,620 square foot units with approximately 484 square foot attached garages. The estimated value of the project is \$310,000, which would generate approximately \$3,300 in annual taxes utilizing the 2020 tax rate. The City's share would be approximately \$1,569.

Staff has reviewed the application and finds that it meets all the parameters of the NHI Guidelines.

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

A motion was made by Council Member Harmon, seconded by Council Member Ernst and unanimously carried to adopt a resolution approving tax abatement for certain property pursuant to Minn. Stat. 469.1813 - 2354 and 2364 Cherrywood Lane.

**RESOLUTION NO. 2020-08-58** 

A RESOLUTION APPROVING TAX ABATEMENT FOR A CERTAIN PROPERTY PURSUANT TO MINN. STAT. 469.1813. - 2354 AND 2364 CHERRYWOOD LANE

(Refer to Resolution File for complete copy of Resolution)

#### **CONSENT AGENDA APPROVED**

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

- City Council Minutes of Regular Meeting of August 10, 2020
- Economic Development Authority Minutes August 10, 2020
- Water & Light Commission Minutes of August 10, 2020
- Park & Recreation Advisory Board Meeting August 18, 2020
- Municipal Liquor Store Income Statement for the period January 1, 2020 through July 31, 2020
- Bills payable and totaling \$4,434,056.49 be ordered paid

#### HEARD CGMC UPDATE/PRESENTATION - MARTY SEIFERT

Mary Seifert from the Coalition of Greater Minnesota Cities provided an update to Council on the CGMC's priorities during the past legislative year, which was cut short by COVID-19. Mr. Seifert said a \$1.5 billion budget surplus and a proposed bonding bill turned into a \$2.4 billion budget deficit and a bonding bill that is still tied up in uncertainty. When questioned on what their priorities would be in the upcoming year, Mr. Seifert responded that they will be addressing a large bonding bill and working proactively to protect LGA for 2021.

Council thanked Mr. Seifert for the update and Mr. Seifert thanked Council for the opportunity.

#### ADOPTED RESOLUTION NO. 2020-08-59 SUPPORTING LEGISLATIVE BONDING BILL

Steve Robinson, City Administrator, stated Cities across Minnesota continue to grapple with the economic impacts of the COVID-19 pandemic. A bonding bill in excess of a billion dollars will bring much needed investment of labor resources in communities across the state.

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

**RESOLUTION NO. 2020-08-59** 

A RESOLUTION AFFIRMING CITY OF WORTHINGTON SUPPORT OF LEGISLATIVE PASSAGE OF A BONDING BILL

(Refer to Resolution File for complete copy of Resolution)

### <u>RESOLUTION NO'S 2020-08-60, 2020-08-61, 2020-08-62, 2020-08-63, 2020-08-64 AND 2020-</u>08- 65 ADOPTED ACCEPTING PARK BENCH DONATIONS

The Park and Recreation Advisory Board received the following requests to place park benches in City parks and along the bike trails:

- Mary Monthei to place a bench along County Highway 35 trail in memory of Kelly Monthei
- The Neeb family to place a bench in Lakefront park, in memory of Don and Marie Neeb
- Bedford Technology employees, to place a bench on the Crailsheim Road trail, in memory of Haley Ann Sanwick
- Cliff Ross, to place a bench at the Chautauqua Bandshell, in memory of Dawn Ross
- Worthington Crailsheim Int., to place a bench at the Chautauqua Bandshell, in honor of Martha McCarthy
- James Slater, to place a bench along the Crailsheim Road trail, in memory of Jim and Mary Slater.

The motion was made by Council Member Ernst, seconded by Council Member Cummings and unanimously carried to adopt the following resolutions accepting park bench donations:

**RESOLUTION NO. 2020-08-60** 

A RESOLUTION ACCEPTING A DONATION OF PERSONAL PROPERTY (Monthei)

(Refer to Resolution File for complete copy of Resolution)

RESOLUTION NO. 2020-08-61

A RESOLUTION ACCEPTING A DONATION OF PERSONAL PROPERTY (Neeb)

(Refer to Resolution File for complete copy of Resolution)

RESOLUTION NO. 2020-08-62

A RESOLUTION ACCEPTING A DONATION OF PERSONAL PROPERTY (Bedford Technology employees)

(Refer to Resolution File for complete copy of Resolution)

RESOLUTION NO. 2020-08-63

A RESOLUTION ACCEPTING A DONATION OF PERSONAL PROPERTY (Ross)

(Refer to Resolution File for complete copy of Resolution)

**RESOLUTION NO. 2020-08-64** 

A RESOLUTION ACCEPTING A DONATION OF PERSONAL PROPERTY (Worthington Cralsheim, Int.)

(Refer to Resolution File for complete copy of Resolution)

RESOLUTION NO. 2020-08-65

A RESOLUTION ACCEPTING A DONATION OF PERSONAL PROPERTY (Slater)

(Refer to Resolution File for complete copy of Resolution)

#### APPROVED BUDGET AMENDMENT TO PURCHASE A NEW BOBCAT SKIDLOADER

Todd Wietzema, Public Works Director said staff is requesting a 2020 budget amendment to purchase a new A770 T4 Bobcat All-Wheel Steer Loader. Mr. Wietzema stated Jaycox Implement contacted staff earlier this spring informing us that Bobcat Manufacturing was going to be discontinuing their line of All-Steer loaders. He said at the present time we own a 2014 A770 T4 model loader, which is primarily used by park department staff. Staff prefers the all-wheel loader to a normal skid steer, primarily due to the lack of disturbance that we get when working on our turf areas. According to the budget the current loader was to be replaced in the 2024 budget. Discussion was held earlier this year, but with the uncertainty of our city budget due to Covid-19, we decided to wait until our 2021 budget. Jaycox Implement informed staff that there were very few of these models left but they have found a new unit in Northwest North Dakota, that is available for purchase.

Mr. Wietzema said after numerous discussions, it was decided to trade off our 2015 smaller regular turn skid steer and keep the larger all-wheel turn loader. The quote from Jaycox, was \$32,354.45 for the purchase of this new loader. The proposal is to use ERS funds accumulated for both loaders towards the purchase of this new loader. After the trade in allowance there will be a shortfall of \$1,315.45. Mr. Wietzema said that staff is proposing we use funds from account 229-46120-2221 (balance of \$7,758), to cover the remaining balance. The 2021 budget will be adjusted to reflect these changes in ERS.

A motion was made by Council Member Oberloh, seconded by Council Member Ernst and unanimously carried to approve the Budget Amendment to purchase a new Bobcat Skidloader.

#### VARIANCE APPEAL - 217 LAKE AVENUE (LOGAN AHLERS) APPROVED

The Planning Commission, serving as the Zoning Board of Appeals, considered a variance application submitted by Logan Ahlers for property he owns at 217 Lake Avenue on August 4<sup>th</sup>, 2020. Jeremiah Cromie, City Planner, explained the applicant sought the approval of a variance to allow an extended 10.5 feet by 16 feet attached garage on the property that extends 6.5 feet into the required 8-foot side yard setback. After holding a public hearing and discussion, the Commission denied the variance application on a 3-2 vote. Their denial was based on the Commission's belief that approval of the requested variance is that the property was not unique based on the State's 3 factor test and could possibly undermine the purpose, intent and credibility of the City and its Code.

Mayor Kuhle stated that his opinion is that the property has a hardship because the City has declined to move the fire hydrant.

Council Member Oberloh stated that the property next door should have never been sold to one homeowner as there used to be an alley but instead of splitting it the entirety was sold to one person. After visiting with Mr. Ahlers, Council Member Oberloh noted that the homeowners on each side of Mr. Ahlers are in favor of the project.

A motion was made by Council Member Cummings, seconded by Council Member Janssen and unanimously carried to approve the variance appeal for 217 Lake Avenue - Logan Ahlers citing that the placement of the fire hydrant and the slope of the driveway creates a hardship for the homeowner.

#### HELD DISCUSSION ON INOPERABLE VEHICLES

Jeremiah Cromie, City Planner, stated Council directed staff to look at other cities to see how they handle inoperable vehicles, especially at auto repair shops. Mr. Cromie explained most cities have rules regarding inoperable vehicles in their nuisance code. He said staff has contacted the Minnesota Pollution Control Agency to find out if there were any additional licenses required for vehicle repair shops, but most wastes generated by the auto repair shop do not have to be reported to the MPCA unless painting and parts washer solvent. Staff looked at nearby cities and others near the metropolitan region for their ordinances regarding inoperable vehicles and potential nuisances related to them.

Staff looked at various codes regarding inoperable vehicles and would make the following recommendations for any future ordinances related to inoperable vehicles in Worthington's code:

1. Redefine the City's junkyard definition in the zoning code to officially include inoperable vehicles in the definition

- 2. No one allowed to leave inoperable vehicles beyond 7 days in any area unless it is in enclosed building or licensed junkyard
- 3. Exception to this for auto repair shops that have inoperable vehicles behind a completely enclosed 6-foot tall privacy fence and no more than 4 inoperable vehicles on the premises at any time. The fence shall not be located in any front yard or side yard between the street right-of-way line and the principal building on the lot.
- 4. More than 2 inoperable vehicles left on auto repair shop premises for more than 90 days shall constitute a junkyard.

Council directed staff to continue investigating this issue.

# ORDINANCE NO. 1161 ADOPTED ESTABLISHING A MORATORIUM TEMPORARILY BANNING SEMI-PERMANENT RESTAURANTS AND NEW USER TRANSIENT MERCHANT PERMITS

Mr. Cromie explained staff has had an inquiry about a semi-permanent food truck in a commercial location. The current City code does not really address semi-permanent or food trucks at all. Some concerns staff have about food trucks/ semi-permanent restaurants are:

- 1. Off-street parking
- 2. Setbacks for movable vehicles, distance to nearby restaurants
- 3. Utility connections
- 4. Garbage sanitation
- 5. Access to restrooms

Mr. Cromie stated while staff is investigating food trucks/semi-permanent restaurants and any regulations needed for them, it is suggested that Council pass an interim ordinance establishing a moratorium temporarily banning semi-permanent restaurants and new user transient merchant permits that will allow the City to look at semi-permanent restaurants/food trucks in greater detail regarding regulations before allowing any new ones.

Council discussion was held on why we would not allow new food trucks. Mr. Cromie said that new transient merchant licenses could be handled by Council on a case by case option during the moratorium.

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

ORDINANCE NO. 1061

AN INTERIM ORDINANCE ESTABLISHING A MORATORIUM TEMPORARILY BANNING SEMI-PERMANENT RESTAURANTS AND NEW USER TRANSIENT MERCHANT PERMITS

(Refer to Ordinance File for complete copy of Ordinance)

#### HEARD MUNICIPAL SUBSIDIES POLICY UPDATE

Jason Brisson, Assistant City Administrator/Director of Economic Development, stated back in April 2019, the City Council worked with City staff to update its municipal subsidies policy. The existing policy includes some basic provisions regarding assistance for housing projects, including the minimum equity requirement of the owner. Mr. Brisson explained since adopting this policy and working with some housing developers on proposed housing projects, staff has learned that the 30% equity requirement may be too high for the Worthington market. The current policy reads:

"In cases of multifamily housing development, a minimum 30% equity investment in the project by the owner is required."

The revised version has replaced this language with the following:

"In cases of multifamily housing development, a 15-20% equity investment in the project by the owner is required. The City Council may grant exceptions to this requirement on a case-by-case basis but in no instance shall the owner's equity investment in the project be less than 10%."

Council Member Oberloh asked why Council cannot set the equity investment at 15%? Mr. Brisson stated that the suggestion from the consultant was to allow 15-20%, he said that it sends the message to the developer that they have to have equity in the project. It was suggested not to go below 10%. He said staff finds that the proposed amendment would retain the original intent of requiring sufficient owner equity in housing projects but would also accommodate the financing proposals presented to staff on recent projects.

A motion was made by Council Member Cummings, seconded by Council Member Ernst and carried to approve requiring 15-20% equity investment by the owner. Those voting in favor of the motion: Cummings, Ernst, Harmon, and Janssen. Voting against the same motion: Oberloh. Motion passed.

### APPROVED CONTRACT FOR PROFESSIONAL SERVICES FOR TOPOGRAPHIC STUDY

Jason Brisson, Assistant City Administrator/Director of Economic Development updated the Council on the proposed project to seek designation of the former Prairie View Golf Course as a regional park by the Greater Minnesota Regional Parks and Trails Commission (GMRPTC) to make the park eligible for GMRPTC funding. Mr. Brisson explained that since 2018, City staff has been trying to secure the park designation to qualify for the funding. After numerous submissions, City staff received a reply in April 2020 from the GMRPTC Coordinator regarding the December 2019 submission. The park received another "medium" ranking from the Commission, but the E-Team actually ranked the park "low;" lower than the initial application that it ranked "medium." After receiving this information, staff conferred and determined it would be a better use of City time and resources to seek alternative funding sources.

Mr. Brisson said most of the community input staff received for the park has included various trails for walking, hiking and biking. Staff is currently researching new funding sources that align with the existing park and the community's vision for it, but would like to have a topographic survey of the park conducted to assist in determining the most economical layout for trails and features. A proposal has been received from Bolton & Menk for a boundary and topographic survey of the park, with a fee of \$9,200.00. Mr. Brisson noted there are adequate funds for the project in the Prairie View Park Reserve Operations Fund.

A motion was made by Council Member Oberloh, seconded by Council Member Harmon and unanimously carried to approve the contract for the Topographic study of Prairie View.

#### **COUNCIL COMMITTEE REPORTS**

<u>Mayor Kuhle</u> - Attended a meeting on the Short Line Railroad, they have made 34 million dollars in upgrades that will allow them to handle bigger loads and will create 30-40 new jobs.

Council Member Jansen - No report.

Council Member Oberloh - No report.

<u>Council Member Cummings</u> - Asked about the new grass areas in Centennial Park, Todd Wietzema stated that the areas will be re-seeded when it cools off. The sidewalks by the Beach Nook are going to be widened as well to allow more room for tables and chairs.

<u>Council Member Ernst</u> - Attended a Transit Authority meeting regarding keeping a viable and reliable taxi service in Worthington.

<u>Council Member Harmon</u> - No report.

#### CITY ADMINISTRATOR'S REPORT

Steve Robinson, City Administrator, handed out an update on all of the current construction projects.

#### **ADJOURNMENT**

The motion was made by Council Member Oberloh, seconded by Council Member Cummings and unanimously carried to adjourn the meeting at 8:26 p.m.

Mindy L. Eggers, MCMC City Clerk

### WORTHINGTON CITY COUNCIL SPECIAL MEETING, AUGUST 24, 2020

The special meeting meeting was called to order at 6:16 p.m. in City Hall Council Chambers by Mayor Mike Kuhle with the following Council Members present: Larry Janssen, Alan Oberloh, Chad Cummings, Amy Ernst, Mike Harmon.

Staff present: Steve Robinson, City Administrator; Jason Brisson, Assistant City Administrator/Director of Economic Development; Mindy Eggers, City Clerk.

Others present: Dennis Simpson, Quarnstrom & Doering, P.A.

### <u>CLOSED SESSION UNDER MINN. STAT. 13D.05, SUBD. 3(B) - ATTORNEY - CLIENT PRIVILEGE - PENDING LITIGATION: LUTTERMAN FAMILY ASSESSMENT APPEAL</u>

Mayor Kuhle stated that Council would be going into closed session under Minnesota Statute 13D.05, Subd. 3(b) - Attorney-Client Privilege - to discuss how to proceed with an assessment appeal.

The motion was made by Council Member Ernst, seconded by Council Member Janssen and unanimously carried to close the meeting at 6:16 p.m.

A motion was made by Council Member Cummings, seconded by Council Member Ernst and unanimously carried to re-open the meeting at 4:50 p.m.

#### **ADJOURNMENT**

The motion was made by Council Member Cummings, seconded by Council Member Ernst and unanimously carried to adjourn the meeting at 6:45 p.m.

Mindy L. Eggers, MCMC City Clerk

### WORTHINGTON CITY COUNCIL SPECIAL MEETING, SEPTEMBER 2, 2020

The meeting was called to order at 3:31 p.m. in City Hall Council Chambers by Mayor Mike Kuhle with the following members present: Larry Janssen; Alan Oberloh; Chad Cummings; Amy Ernst; Mike Harmon.

Staff present: Steve Robinson, City Administrator; Brian Kolander, Finance Director; Deb Olsen, Staff Accountant; Jason Brisson, Assistant City Administrator/Director of Economic Development; Troy Appel, Public Safety Director; Todd Wietzema, Public Works Director; Mindy Eggers, City Clerk.

Others present: Leah Ward, The Globe.

#### **BUDGET DISCUSSION**

Council Member Cummings asked how much 1% equaled in the budget. Brian Kolander, Finance Director, stated that 1% equals \$48,500 in the budget.

#### **Public Safety**

Troy Appel, Public Safety Director, reviewed his department's budget, noting that the WPD staff currently consists of twenty-four officers. He said the body cams are working well and have exceeded expectations but there will be a slight increase in the budget for the extended warranty associated with the body cams and also an increase in computer leasing, software/anti-virus. There is a decrease in legal fees due to lower personnel and travel expense from the Nobles County Attorney staff and at this time there has not been an estimate received for 2021.

Steve Robinson, City Administrator, stated increases have been made to the administration pay for the Chief, 1<sup>st</sup> Asst., and Secretary/Treasurer. The transition to hourly pay from salary has been made because they are putting in more time.

#### **Public Works**

Todd Wietzema, Public Works Director, stated personnel services have gone up with increases in wages and insurance coverage for public works employees. There are more expenses with the splash pad than originally thought, so there will be a slight budget increase needed to cover that.

Mr. Wietzema noted that his department needs to replace a pickup truck, which will be ordered in January but will take 16 months to get, payment is made upon delivery so the truck will actually be purchased in 2022 but will be budgeted this year.

Olson Park campground is in the process of moving to an online reservation system, which will cut back on having to pay an employee to answer the phone and record reservation

Worthington City Council Special Meeting, September 2, 2020 Page 2

times.

#### Community/Economic Development

Jason Brisson, Assistant City Administrator/Economic Development Director said that 3% cost of living increases are planned.

Mr. Brisson introduced a new way to show the budget by using program budgeting, which breaks down in a pie chart how money is being allocated. He said while line-item budgeting is helpful and important, having a visual of how the city and each department spends its money can also be a good tool.

Mr. Brisson showed a pie chart from his department budget last year, less than 1% of the budget was spent on economic development, and none on community development. He said Department heads and council members could consider where they would like those percentages to be, and then make a line-item budget that reflects those priorities.

Council members said they would like to see each department and the overall budget before moving forward.

Council/Mayor, Administrator, Clerk, Finance, CAL, Event Center, Aquatic Center, Data Processing, Engineering

Steve Robinson, City Administrator, stated the Memorial Auditorium, Council/Mayor, Clerk, Finance, CAL, Event Center, Aquatic Center, and Data Processing have no significant expenses for the next year. The Engineering budget shows 1.5 million for street projects, Ryan's Road will be milled and new black top overlay will be used.

#### **DISCUSSION OF PRE-CERTIFICATION LEVEL - 2020 TAX LEVY**

Steve Robinson, stated staff is looking for a recommendation for the pre-certification level for the 2021 levy. Council unanimously recommended a 4% increase to the tax levy. Pre-certification will officially be voted on at the September 14<sup>th</sup> council meeting.

#### **ADJOURNMENT**

The motion was made by Council Member Oberloh, seconded by Council Member Ernst and unanimously carried to adjourn the meeting at 5:40 p.m.

Mindy L. Eggers, MCMC City Clerk



## WORTHINGTON ECONOMIC DEVELOPMENT AUTHORITY AUGUST 25, 2020

The Worthington Economic Development Authority meeting was called to order at 4:01 p.m. by Chairman Mike Kuhle with the following members present: Mike Harmon; Alan Oberloh; Amy Ernst; and Randy Thompson. Chad Cummings and Larry Janssen excused.

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

Others present: Ryan McGaughey, The Globe.

#### AGENDA ADDITIONS/CHANGES AND CLOSURE

A motion was made by Amy Ernst, seconded by Mike Harmon and unanimously carried to approve the agenda as presented.

#### MINUTES APPROVED

The motion was made by Alan Oberloh, seconded by Mike Harmon and unanimously carried to approve the EDAu minutes of August 10, 2020.

#### **APPROVED BY-LAWS**

Jason Brisson, Assistant City Administrator/Director of Economic Development stated staff has prepared the proposed set of bylaws for the Worthington EDA in accordance with Minnesota Statutes §469.090 - §469.1082. He explained an EDA in the State of Minnesota is not required to adopt bylaws but must adopt an official seal which would be the seal of the City of Worthington. Much of the proposed bylaws are designed to ensure the Authority maintains compliance with the statutory requirements applicable to EDAs in the State of Minnesota. The components of the bylaws cover:

- 1. The Authority: Its name, offices, and seal
- 2. The Commissioners: As established in the Amended and Restated Resolution passed by the Worthington City Council on July 13, 2020
- 3. Officers: Creates the required officer positions, including duties and requirements for each
- 4. Staff: Names the Worthington City Administrator and the General Manager of Worthington Public Utilities, or their designees, as staff to the Authority
- 5. Meetings: Defines the regular and special meeting requirements, order of business, and other aspects
- 6. Employees; Services; Supplies: Defines what City services the Authority may utilize
- 7. Powers: As authorized by the Amended and Restated Resolution passed by the Worthington City Council on July 13, 2020



Worthington Economic Development Authority August 25, 2020 Page 2

8. Miscellaneous: Addresses the bylaw amendment process, the Authority's fiscal year, conflicts with the Enabling Resolution, and the effective date

A motion was Alan Oberloh, seconded by Amy Ernst and unanimously carried to approve the bylaws as presented.

#### **APPROVED ELECTION OF 2020 EDA OFFICERS**

Mr. Brisson explained Minnesota Statute §469.096 requires EDAs to select a president, a vice-president, a treasurer, a secretary, and an assistant treasurer. It requires that the authority elect the president, treasurer, and secretary annually. It prevents a commissioner from serving as president and vice-president at the same time. The offices of secretary and assistant treasurer need not be held by a commissioner. In the proposed bylaws, the office of Secretary is proposed to be permanently held by the City Clerk and the office of Assistant Treasurer is proposed to be permanently held by the City's Director of Finance. The office of EDA President has historically been permanently held by the City's Mayor.

A motion was made by Alan Oberloh, seconded by Randy Thompson and unanimously carried to approve the following offices:

President - Mayor Vice President - Council Member At Large Secretary - City Clerk Treasurer - Public Utility Representative Assistant Treasurer - Finance Director

## RESOLUTION NO. 2020-08-68 ADOPTED ESTABLISHING THE REGULAR MEETING DATE FOR THE WORTHINGTON ECONOMIC DEVELOPMENT AUTHORITY

Mr. Brisson stated members of the Worthington EDA informally established the regular EDA meeting date as the fourth Tuesday of each month at 4:00pm. The proposed organizational bylaws that are to be considered at the August 25, 2020 meeting state the following:

"The regular meetings of the Board shall occur according to a meeting schedule, if any, adopted or revised from time to time by resolution of the Board."

A motion was made by Amy Ernst, seconded by Mike Harmon and unanimously carried to adopt the following resolution:

**RESOLUTION NO. 2020-08-68** 



Worthington Economic Development Authority August 25, 2020 Page 3

A RESOLUTION ESTABLISHING THE REGULAR MEETING DATE FOR THE WORTHINGTON ECONOMIC DEVELOPMENT AUTHORITY

(Refer to Resolution File for complete copy of Resolution)

#### **ECONOMIC DEVELOPMENT AUTHORITIES**

Mr. Brisson stated training is not readily available for economic development authority members and given the number of changes to the EDA laws since the EDA was first established in 1986, staff identified some resources for EDA members to give them a better understanding of economic development authorities' current authority, purpose, and best practices. A copy of the League of Minnesota Cities informational memo on city housing and redevelopment authorities and economic development authorities and the Economic Development Authority Handbook prepared by the Minnesota Economic Development Foundation was handed out to each commission member.

Mr. Brisson explained an EDA is a legal entity created by a city or a county to facilitate a well-rounded development program by taking advantage of some of the port authority powers and all the HRA powers. He said by combing and utilizing HRA, EDA, and city powers, community leaders can create flexible business assistance and development programs. The primary powers of an EDA are listed below:

- Serve to promote business and to recruit new business
- Issue revenue bonds
- Acquire property
- Purchase and sell land
- Serve as a limited partner
- Make or guarantee or other credit enhancement
- Issue general obligation bonds (approved by election)

Mr. Brisson noted in the amended and restated enabling resolution authorizing the Worthington EDA, the Worthington EDA was granted all EDA powers with the two exceptions listed below:

- The sale of all bonds or obligations issued by the Authority shall be approved by the Council before issuance
- A tax increment financing district initiated by the Authority shall be approved by Council before establishment

#### ECONOMIC DEVELOPMENT PLANNING

Mr. Brisson presented a memo that outlined the duties Authority staff intends to assume responsibility for and which duties staff feels are better suited for the Worthington Regional



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Economic Development Corporation. Commission members agreed that the stakeholders should have the opportunity to give direction as WREDC goes through the hiring process because there are certain duty expectations of the WREDC for the dues paid by the City of Worthington. Commission members would like to have the Mayor, Mr. Brisson and the Worthington Public Utility Representative be a part of the hiring process for WREDC.

#### TWO-PERCENT LOAN PROGRAM

Mr. Brisson explained the Economic Development staff wish to improve the EDA's promotion and marketing of local economic development programs. Staff will be bringing a list of the local current economic development programs that are still active, including recommendations for the programs that should remain in place, which should be modified, and which should be considered for discontinuation.

Staff wishes to move forward with the proposed City of Worthington Two-Percent Loan program. Staff has consulted with other cities to learn which of their economic development programs have been most successful in their communities. One of them being the Two-Percent Loan program. The proposed program provides a one-to-one match with private lenders of up to \$75,000 for qualified expenditures. Mr. Brisson explained the program would differ from the City of Worthington's usual position on "gap" financing. Usually any development that can occur without public assistance is required to do so. In instances where the private lenders are unable to lend, or lend the full amount, the City will provide "gap" financing to facilitate development for worthy projects. With the new program, the City is potentially lending to projects that may not require "gap" financing in the traditional sense. Having the reduced interest cost may make development or renovation more attractive and encourage development in targeted areas of the City. Staff is only proposing that downtown businesses that are zoned "B-2" - Central Business District be eligible for the program to start.

Mr. Brisson said funding could come from the City's current revolving loan fund that has an unrestricted balance of approximately \$853k and the Worthington Rediscovered program currently has a balance of \$117k that could be used toward the new program (approximately \$970k total). If Worthington Rediscovered funds were to be used for the program, formal action would need to be taken by the Worthington City Council as they are the body that controls the Worthington Rediscovered program and its funds.

Discussion was held by the board about exclusively offering to the Central Business District. Alan Oberloh said he did not like the limitations that puts on other businesses. Mr. Brisson stated the focus on downtown is to grow tourism in Worthington. He said if \$250,000 was allocated it would be able to fund up to \$50,000 for five projects in the downtown. Mayor Kuhle asked if other funds from the Revolving Loan Fund could be used to expand the program to include Oxford Street. Mr. Brisson stated that staff is looking into another program for the Oxford Street area and is currently

**PINK** 

Worthington Economic Development Authority August 25, 2020 Page 5

recommending that \$250,000 be allocated to start the program and have two members from EDA serve on a sub-committee that would review applications for the program and make recommendations to the full board for approval or denial.

Randy Thompson and Mike Harmon volunteered to serve on the sub-committee.

A motion was made by Alan Oberloh, seconded by Mike Harmon and unanimously carried to adopt the following resolution:

**RESOLUTION NO. 2020-08-69** 

A RESOLUTION ESTABLISHING THE WORTHINGTON TWO-PERCENT LOAN PROGRAM

(Refer to Resolution File for complete copy of Resolution)

#### **ADJOURNMENT**

The motion was made by Alan Oberloh, seconded by Randy Thompson and unanimously carried to adjourn the meeting at 5:01 p.m.

Mindy L. Eggers Secretary to the Authority



### WATER AND LIGHT COMMISSION MINUTES REGULAR MEETING AUGUST 10, 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, Chad Nixon and Randy Thompson. Absent was Commissioner Hayenga (excused).

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

Others present: Julie Buntjer, The Globe

#### AGENDA ADDITIONS/CLOSURE

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

#### CONSENT AGENDA APPROVED

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

- Water and Light Commission minutes of the regular meeting held on July 20, 2020
- Utility bills payable totaling \$408,092.59 for July 24, July 31 and August 7, 2020

#### LEWIS & CLARK REGIONAL WATER SYSTEM EXPANSION

Scott Hain, General Manager, provided the Commission with information on the potential future expansion of the Lewis & Clark Regional Water System. Once construction of the project, as it is currently authorized, is complete, it will have the capacity to deliver 45 million gallons of water per day (MGD) to the twenty member systems. However, the system was designed to ultimately allow expansion to a capacity of 60 MGD.

While it may be some time before the decision is made to expand the capacity of the system, Mr. Hain briefly discussed the process for initiation of the expansion, the probable project expansion costs (just under \$85 million) and the estimated per member costs (\$4,085,679 for Worthington).

### MISSOURI RIVER ENERGY SERVICES (MRES) MUNICIPAL POWER LEADERSHIP ACADEMY

Scott Hain, General Manager, reported that Missouri River Energy Services (MRES) does not think they will be holding their Municipal Power Leadership Academy scheduled for Wednesday and Thursday, September 16-17, 2020, in person. They are considering a virtual meeting or possibly postponing the event. Commissioners Weg, Nixon and Thompson planned to attend the event and were in agreement that they would rather wait to attend in person rather than a virtual event.



Water and Light Commission Minutes August 10, 2020 Page 2

#### GENERAL MANAGER PERFORMANCE EVALUATION

A motion was made by Commissioner Nixon, seconded by Commissioner Harmon and unanimously carried to go into closed session at 3:36 P.M. under Minnesota Statute 13D.05, Subdivision 3(a) to discuss the annual performance evaluation of the General Manager.

A motion was made by Commissioner Nixon, seconded by Commissioner Thompson and unanimously carried to come out of closed session at 4:52 P.M.

The Water and Light Commission General Manager Evaluation Summary was completed as of August 10, 2020, by each of the five Commission members. The evaluation covered the following:

- 1. Organizational Leadership
- 2. Business and Financial Management
- 3. Relationship with the Commission
- 4. Personal Characteristics that Impact Job Performance
- 5. Innovation/Improvement

The results of the evaluation indicated that Mr. Hain had met or exceeded the Commission's expectations in all areas covered. The Commission also identified a couple of projects that they would like the General Manager to address going forward.

#### **COMMISSION COMMITTEE REPORTS**

Commissioner Harmon reported that City Council will be asked to consider the approval of plans for the Glenwood Heights Second Addition project at their regular meeting this evening. Commissioner Thompson will be attending the Council meeting as the Economic Development Authority (EDA) representative for the Commission.

Commissioner Thompson reported that the first official meeting of the EDA is scheduled for Tuesday, August 25. Future meetings will be scheduled on the fourth Tuesday of the month.

#### GENERAL MANAGER REPORT

The General Manager had nothing additional to report.

#### **ADJOURNMENT**

A motion was made by Commissioner Harmon, seconded by Commissioner Thompson and unanimously carried to adjourn the meeting at 5:04 P.M. President Weg declared the meeting adjourned.

Deb A. Scheidt Secretary to the Commission



#### CAL Committee 2020 Planning Meeting Minutes

Date: August 11, 2020

<u>Time</u>: 8:47 AM

Place: Zoom Video Conference

<u>Present</u>: Diana Elsing, Diane Graber, Marcy Lavelle, Bob Miller, Pam Ricker, Dick Schlichte, Janet Slater, John Widboom, Mike Harmon, Meredith Daley and Mary Luke. Andy Johnson attended as a planning facilitator.

<u>Welcome and Call to order</u>: Meeting was called to order by Marcy Lavelle at 8:47 am, and commenced at 9:04 am due to issues with Zoom. Eleven members present.

<u>Committee Member update</u>: Suggestions for CAL committee nominees were submitted to the city. The Nominating committee will meet in the next week or so.

<u>Approval of Minutes</u>: Dick Schlichte made a motion to approve the June 8<sup>th</sup> meeting minutes, Diane Graber seconded the motion, and it was approved unanimously.

#### New Business:

**CAL Orientation: General History**- Andy Johnson reviewed CAL history, dating back to the 70's, when men played cards, pool and coffee alongside the local dining program. Poor building conditions forced both programs to move.

After the seniors moved from one site to another, their needs were given serious consideration. The city allocated funds, community interests were assessed, the Y got involved with CAL management, and a large WRHCF grant was secured. In 2013, the CAL opened its doors, and began its quest to meet the needs of its inaugural membership base and seniors in the community.

**Expectations of Committee Members/Making an Impact**- Mary Luke and Meredith Daley went through *CAL Operating Guidelines* and *Functions and Responsibilities of the Center for Active Living Committee* as a way to provide information and give examples for how we can help the CAL make an impact.

The committee's role is to work with the CAL Director to develop, promote and operate activities, educational programs, and resources that will interest and benefit seniors and are at times multigenerational. Members should encourage others to maintain a membership for fun or to show support and bring ideas/information to meetings.

Where have we been and where can we go? – Meredith reiterated that CAL operations are still suspended, but we hope to open as soon as possible. We are following the Governor's Exec Orders, written to protect seniors. We are also following MNRAAA's recommendations to suspend in-person operations.

Meredith reiterated that Mary's work has been furloughed to 20 hours per week. Mary is working on member outreach, maintaining partnerships and laying groundwork for COVID-friendly programming, researching and writing a grant and a COVID Preparedness Plan, and attending to a variety of CAL responsibilities. Mary's grant application has been selected for review on August 13<sup>th</sup>.



This planning meeting would normally focus on planning for the next 3-5 years. The city agrees that, with the pandemic, we should plan for 12 months, then reassess.

**Planning for the next 12 months - Committee member input** Andy noted how much CAL programming has evolved over time and explained that the plans we lay will help us build on that. Diane urged that we diversify our communication method, as technology does not reach everyone. Mary noted that her outreach calls revealed that many seniors are using social media on computers and smartphones.

Andy presented a list of HIGH LEVEL PRIORITIES (submitted by committee members): Reopen the CAL; Outdoor activities; Wellness activities; Committee communication; Programming; Communication plan to members; Review & communicate CAL/Y relationship; Role in the community that the CAL could play that goes beyond the current programming and membership

When asked what else should be on the list, we talked about *diversifying the CAL membership* (our efforts, roadblocks, hopes). Marcy suggested that rather than trying to facilitate change, we could try to help those in need find the resources that they need. Diane added that changing our own behavior may be an area we could focus on. Mike suggested we offer another amenity.

The group agreed on TOP PRIORITIES: 1) Communications and 2) Programs, then Programs were divided into 1) Outdoor and 2) Virtual. We discussed whether we should remove anything from the list. Members agreed that we really aren't in a position to Reopen the CAL at this time.

Andy suggested we form two sub-committees and set 3-5 action items for each. He noted that committee and member involvement is crucial for follow-through. Sub-committees were formed - *Communications*: Janet & Diane G.

Programs: Marcy, Bob, Diana E., Janet and Dick Dick, John, and our new committee member will be asked which committee they'd prefer to be involved with. Pam's mother is in hospice, and she is unable to commit. Marcy suggested opening committees up to CAL members, so as not to lean on CAL Committee members, alone.

**Other Business** The CAL's *Operating Guidelines* are being amended to reflect recent changes in CAL Committee membership criteria. In reviewing this document, we noted an outdated job title: *Center for Active Living Coordinator*. The YMCA changed this title in 2013 to reflect an increase in hours and responsibilities, when the Center for Active Living opened its doors. Mike Harmon will ask City Council to update the *Operating Guidelines* to: *Center for Active Living Director*.

<u>CAL Director's Report</u>: Members are asked to be sure they review the report.

<u>Next meeting/Adjournment</u>: The meeting was adjourned at 11:09 a.m.. The CAL Committee will meet via Zoom on: Monday, September 14th at 9 a.m..

Minutes submitted by Mary Luke



Worthington Area Convention & Visitors Bureau

**Board of Directors Meeting** 

July 29, 2020 Zoom Meeting 3:30 P.M.

Present: Brad Meester, Tyler Knutson, DeWayne McIntyre, Dee Bartosh, Miguel

Rivas, Ryan McGaughey, Julie Foote, Aaron Kinser, Robyn Moser, Sharon Johnson, Stacy Fricke, Darlene Macklin and Alicia Jensen.

Excused Absence: Jessica Noble, Chad Cummings and Nicholas Raymo.

Absent: Gwen Post.

Chairman of the Board Brad Meester presiding.

A motion was passed unanimously to approve the agenda.

A motion was passed unanimously to approve the minutes of the June 24,

2020 meeting.

A motion was passed unanimously to accept the June, 2020 financial

statement as presented.

Changes on Financial Accounts:

A motion was passed unanimously to remove Darlene Macklin and Ryan McGaughey from the signature cards at all financial institutions the CVB

has accounts with (checking, savings and certificates of deposit) and to add the Executive Committee: Brad Meester, Stacy Fricke and Sharon

Johnson.

YMCA Request: The YMCA is requesting a \$500 sponsorship for the KTD walk/run. The

event will be taking place virtually due to the festival being postponed. A motion was passed unanimously to approve the \$500 sponsorship for the

KTD walk/run.

Committee Reports: Marketing/Hotel – Applied for a crisis marketing grant through Explore

MN Tourism. Approved two ads for fall that will focus on hunting.

Sports & Rec – Have not met.



### Board of Directors Meeting Continued, Page 2

Winterfest – Have not met.

Next Meeting: The next meeting of the board will be held on August 26<sup>th</sup>.

A motion was passed unanimously to adjourn the meeting at 3:51 P.M.

Respectfully Submitted,

Darlene Macklin Executive Director



Heron Lake Watershed District (HLWD) Regular Meeting July 15, 2020

#### Call to Order

Wayne Rasche called the meeting to order at 8:30 a.m. Pursuant to Minnesota Statutes § 13D.021, subdivision 1, due to the COVID-19 pandemic, the HLWD meeting was held by teleconference. All managers attended in person, while others participated either in person or by Microsoft Teams.

Managers present: Mark Bartosh, Bruce Leinen, Wayne Rasche, Harvey Kruger, and Cory Reith (Board)

Staff: Jan Voit and Catherine Wegehaupt

Others (in person): Chuck Brandel, ISG; Scott Rall, Pheasants Forever (PF); Nick Bancks, Minnesota Land Trust (MLT); Justin Ahlers and Matt Widboom, Nobles County; Emily Javens, Minnesota Association of Watershed Districts; Scott McClure and Jim Eigenberg, Jackson County

Others (Microsoft Teams): Jon Schneider, Ducks Unlimited (DU); Brian Nyborg, Department of Natural Resources (DNR); Kevin Stevens, Cottonwood County; and Eran Sandquist, PF

#### 2. Agenda

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

#### 3. Heron Lake Area Conservation Partnership

Scott Rall described the Lessard-Sams Outdoor Heritage Council (LSOHC) grant process. He reminded the Board that they passed a motion to apply for funding through LSOHC in May of 2019 at a meeting at Swessinger Wildlife Management Area (WMA). The HLWD partnered with PF, DU, and MLT on this application. He was impressed that a first-time application not only got funding, but was recommended for additional funding during the process. The LSOHC recommendations go to the legislature. The project is described in an accomplishment plan. After the funds have been appropriated by the legislature, a final accomplishment plan is submitted. The allocated funds cannot be diverted to other endeavors. LSOHC will receive project updates every six months. The grant period lasts for three years.

Through this grant, the HLWD will hire a conservation technician. This person will seek willing landowners to participate in conservation programs. Virtually every organization that receives a LSOHC grant has staff dedicated to developing relationships. They are an integral part of delivering the grant.

Nick Bancks explained that conservation easements are MLT's specialty. They work statewide and have been in existence for about 27 years. MLT implements land protection and restoration across the state. Easements are restrictions on property for a certain purpose. Through conservation easements in this project, private landowners will still own their land. There will be voluntary terms that restrict use – agriculture practices in designated areas only or limited use of roads and trails. The goal is to protect existing habitat, focusing on wetland and associated upland habitat. The conservation technician will be important not only for fee acquisition, but also for the easement process. This person will do outreach to landowners throughout the watershed and act as a conservation broker. There are areas in the HLWD that are targeted through existing conservation planning from the DNR and US Fish and Wildlife Service (USFWS). We are hoping for locations that not only provide habitat, but also have water storage and



improve water quality. He is excited to work with the HLWD on this project. He was a summer intern for the HLWD in 2013.

Scott Rall explained that almost all LSOHC grants have an acquisition and an easement component. When a landowner enters into an easement on their property, they have to control noxious weeds and invasive trees. Sometimes the location lends itself to water retention, where water can be held following a rain event. It may be that the landowner doesn't want the ongoing responsibility. In that situation, the landowner may want their property to be purchased.

Nick Bancks stated that there will be a competitive process for easements. They will be ranked on habitat value which includes the size of the parcel, what other protected lands are in the area, and habitat quality. They are also ranked on the cost of the acquisition. Through this market driven approach, landowners submit a bid. This allows the ability to leverage grant funds in the most impactful areas across the watershed. Scott Rall said that an individual project may involve both easement and acquisition.

Jon Schneider explained that the thought behind this partnership is "what can we do for Heron Lake?" How can we use Outdoor Heritage Funds (OHF) to improve Heron Lake and the area around it for wildlife as well as benefiting the hydrology through flood storage? Last year we quickly formed a partnership to focus on restoring wetlands in the watershed. In order to do that, we need to ease or purchase land. OHF funds must be spent on land that is permanently protected either in fee title or permanent conservation easement. DU's portion of this partnership is to help purchase land in fee title, restore the land DU purchases, and assist in restoring land that PF purchases. DU's budget of \$1.45 million includes paying contractors and DU wetland engineering staff. DU will buy land independently or in partnership with PF for transfer to the DNR. DU will take the lead in restoring the wetlands on the property. They will work with PF and DNR for seeding the upland areas around the wetlands to native grasses and wildflowers. DU is focused on wetlands that provide habitat and flood storage, which are mutually compatible. They cannot build flood impoundments. OHF dollars have to be spent on habitat first and foremost. Projects that come before LSOHC for water quality and quantity are sent to the Clean Water Fund for consideration. DU might be interested in partnering with the HLWD in a project of this nature, but that would be done separately from this OHF grant. Any time a wetland is restored and there is a foot of bounce or more, there is some flood storage. That is good for ducks, the HLWD, and the lake itself. DU is appreciative of the Board embracing the grant and empowering Jan Voit to administer the partnership.

Eran Sandquist represents PF and their chapters in Minnesota. There are 73 chapters across the state. Those chapters raise local funds and decide how to spend them. PF is part of this partnership, not just for the reasons that Jon Schneider explained, but also because he is trying to find local projects for the local mission as well. PF's part in this partnership is fee title acquisition. They have just over \$1 million in grant funds to protect land and restore wetlands and grasslands. PF has a prearranged agreement with DNR and USFWS to hold those lands long-term for wildlife habitat and to be open to the public. Another unique part of this partnership is that PF will bring in chapter-raised funds to match, as well as some federal sources. This provides more benefit to local communities like the HLWD.

Harvey Kruger received a phone call from Kyle Thaemlitz, Jackson County DU. Mr. Thaemlitz asked about the project. He realizes that they have contributed funds to this project. The HLWD is working collaboratively with all the entities in this grant. Harvey Kruger is excited for the opportunity.



Wayne Rasche asked if the land that is purchased is turned over to DNR. Scott Rall responded that it is turned over to the DNR or USFWS, depending on what is the best fit. The DNR is subject to payment in lieu of taxes to the county so the revenue stream continues.

Wayne Rasche asked who takes care of the Canada thistles. Scott Rall responded that a lot of times those issues are prevalent early, before a robust stand of native vegetation is established. The thistles generally subside after two or three years. He has seen the DNR spot spraying on public land in Nobles County. DNR spends time and energy on this. A large portion of the area wildlife budget is spent on controlling noxious weeds. Their responsiveness has dramatically improved.

Bruce Leinen asked about restoring a wetland and having one to two feet of bounce. He asked if there would be any opportunity to have control in the bounce and managed to the HLWD's expectations if the property was to be transferred. Scott Rall responded that in a 640 acre tract planted to native grasses, the plants soak up seven million gailons of water before any runs off. In this grant, the partners are looking for bigger wetland complexes where water can be stored. Many wetland restoration projects include AgriDrains which allow artificial drawdowns to stimulate vegetation. As far as a water control structure that would stay in the hands of the HLWD, that would be remote. Having a 50 acre basin that bounces two feet does provide water storage, even with a fixed crest.

Wayne Rasche said that there is a need for projects to be catch and release, rather than one that fills up one time and that is it. Scott Rall replied that in a wetland that is ringed with cattails, the vegetation absorbs a foot of water a month and there is also natural evaporation. If you take a look at a particular project, before it there was nothing and all of the water ran off the property. Now you have a basin that naturally fills and lowers, there is far more water retention and storage than in the complete absence of the project. It is not a flood control project, but it is dramatically better than not having a project.

Jon Schneider explained that when DU restores wetlands, the engineers design water level management and a water level control structure. Ultimately the water manipulation is dependent upon what DNR is comfortable managing. Their budgets are being cut and staffing reduced. Knowing Bill Schuna, if there is a basin with water level management control, and habitat will benefit from it, he will embrace the idea. The DNR is not in a position to lower water levels seasonally to create more storage on WMAs. There is huge opportunity in the HLWD to create temporary water storage impoundments from dry dams to full wetland restoration. These grant funds are from the OHF. They have to prioritize habitat first and foremost and are managed by DNR. DU designs structures to have an outflow and stoplogs. Water leaves the basin over time. In a heavy rain event, the water level will rise and gradually go back down. They can be manipulated and they will have storage, especially in the spring. If there are high water levels in the fall that freeze, obviously there will not be as much storage capacity in the spring. DU engineers encourage DNR to let them build structures when it is justifiable. It is up to the DNR wildlife manager to determine if they have the staff resources to manage the structures. It is a worthy idea to think about pursuing state funds for impoundment-type projects. All the wetlands in the HLWD can't be restored. Having a combination of tools in the toolbox would be valuable to address the water concerns in the watershed.

Scott Rall responded that Nobles County PF did one of their largest wetland restorations on Fenmont WMA. DNR personnel actively manage that to catch water when they can and release it when it is appropriate. The structure is manipulated on a regular basis. If there are large basins to restore, the HLWD can work with DNR to maximize water storage opportunities. It is not probable that the HLWD would manipulate the structure.



Mark Bartosh stated that there was a comment made the day of the meeting at Swessinger WMA that the focus of this grant could be in Nobles or Murray County. This would be in the upper watershed to hold water back. With that in mind, he spoke on behalf of private landowners, townships, and counties. He hoped that there would be a good neighbor policy in effect with developing the projects as far as taxes and respecting private and county tile.

Bruce Leinen made a motion authorizing Jan Voit to sign the grant agreement. Harvey Kruger seconded this. Motion carried unanimously.

The job description and advertising information was provided to the Board in the meeting packet. Partners have provided links to sites to upload the information. There should not be a large cost for advertising. The wages for the conservation technician were developed with the grant budget that was submitted to LSOHC. The conservation technician will report to Jan Voit. The amount of time this will take is not exactly known. It was estimated for the budget. Her time is considered match because the HLWD didn't provide a cash contribution to the grant. Harvey Kruger made a motion to approve the job description and advertising. Bruce Leinen seconded this. Motion carried unanimously.

The hiring committee will consist of a representative from DU, MLT, PF, either Nobles or Jackson Soil and Water Conservation District (SWCD), Jan Voit, and one HLWD manager. The estimated timeline is to advertise as soon as possible, hold interviews in August, and have a person in the position shortly after Labor Day. Harvey Kruger volunteered to be on hiring committee. Bruce Leinen made a motion to appoint Harvey Kruger to the hiring committee. Cory Reith seconded this. Motion carried unanimously.

#### 4. Drainage Management

Wayne Rasche stated that he had thought originally there would be a copy of a draft cooperative agreement with Jackson County, based on the experience of Shell Rock River Watershed District (SRRWD), for review. He asked Louis Smith to provide a report on the discussions with Jackson County.

Louis Smith reminded the managers that he served at their pleasure. It is very important to him that he is working with the Board's direction, making sure there is good communication and clear understanding about that direction. A meeting was held on June 29 with Managers Rasche and Bartosh, Commissioners McClure and Hohenstein, Sherry Haley, John Kolb, and Louis Smith. The meeting resulted in the suggestion that the HLWD would relinquish its role as drainage authority to Jackson County. Mr. Smith had understood that his charge was to develop a cooperative framework on drainage management. He did not understand that the HLWD was going to relinquish drainage authority. There are some legal questions about relinquishing drainage authority.

Louis Smith said he would review his understanding of what the Board's direction has been in order to clear up any miscommunication and determine the direction moving forward. He would also cover the recommendation from the June 29 meeting in more detail at the end.

On April 15 the Board adopted two motions. One was directing counsel to seek the Board of Water and Soil Resources (BWSR) to intervene on the Jackson County Judicial Ditch (JD) 14 proceedings to address questions about drainage authority and bonding. The second was to direct counsel to develop a cooperative framework on drainage management with Jackson County. A month went by without hearing back from Mr. Kolb or Jackson County. John Kolb contacted Mr. Smith on May 13. He reported that he was getting mixed signals as to what the county commissioners and board of managers were seeking to do. Mr. Smith conferred with Manager Rasche and confirmed that the HLWD wanted to have the issue about bonding



resolved with BWSR. Otherwise the two motions adopted on April 15 were the best statement of the Board's intent.

On May 20, Louis Smith provided a status report on the BWSR proceedings and early discussions with Mr. Kolb. At that meeting, a question arose from Manager Bartosh about whether Mr. Smith's actions were consistent with Board direction. The next day a detailed chronology about the Board's direction was sent to all managers. He thought that cleared up those questions.

On May 21, Louis Smith had a detailed conversation with John Kolb. They developed key points of a cooperative framework for drainage management. Mr. Smith called Managers Rasche and Bartosh individually and went through the cooperative framework in detail. At that point Manager Rasche had designated Manager Bartosh to serve as the second representative pursuant to the Board resolution. Manager Bartosh accepted that assignment on May 21.

On June 11, Louis Smith developed a more detailed outline of the cooperative framework based on these discussions with Mr. Kolb. He again called Managers Rasche and Bartosh to review the framework in detail and confirm that this framework made sense to them. The next day Mr. Smith spoke with John Kolb and reported to him the support of the framework. Mr. Kolb agreed with the framework elements.

On June 15, Louis Smith wrote to the whole Board and provided the detailed framework. He noted that he and Mr. Kolb concurred on recommending the framework. On June 17, the HLWD held their regular meeting. The framework was reviewed. He did not hear any objections or concerns with the approach. On June 26, Mr. Smith again called Managers Rasche and Bartosh, noting that there was additional information to develop a Capital Improvement Plan, projecting out what the drainage project needs were. Again, Mr. Smith did not hear any concerns about the approach to a cooperative framework.

When they had the June 29 meeting with the two county commissioners and the two managers, the substance of that cooperative framework was not discussed. Ms. Haley wanted to set that aside and have more of a discussion about where the managers and commissioners were coming from. The suggestion was made that there is an example of the SRRWD. Whenever the SRRWD receives a petition for improvement, they refer the matter to the county. The county functions as the drainage authority and handles all of the drainage proceedings. The direction from the two county commissioners and the two watershed managers was that this was the model they wish to follow in proposing a cooperative framework with Jackson County.

Louis Smith wanted to be sure that the whole board of managers wanted to pursue that approach before a lot of time was spent going through the details of that type of cooperative framework. It didn't seem consistent to Mr. Smith with the direction the Board had given earlier. He wanted to make sure that he had clear direction from the Board today and be prepared to implement that direction going forward, with more discussions and the development of an agreement. The other suggestion that Ms. Haley made at the June 29 meeting was that Mr. Kolb would take the lead in drafting an agreement using the model of the SRRWD where the watershed district does not function as the drainage authority.

Wayne Rasche stated that it was his opinion that they didn't necessarily say they were going with the SRRWD agreement. He wanted to see how it was laid out, look through it, and see if it was a possibility or not. Wayne Rasche also stated that he thought that they were going to have a draft from John Kolb before today's meeting so they could look through it. Louis Smith had not received anything from Mr. Kolb.



Bruce Leinen asked if Mr. Smith could tell the Board what the SRRWD working agreement is with the county. Louis Smith responded that it is his understanding that there is no written agreement. It is a matter of practice, how they do things. Mr. Kolb said that there was no cooperative agreement. Bruce Leinen asked if Mr. Smith was saying that the SRRWD just relinquishes drainage authority 100 percent to the county. Louis Smith responded that based on his understanding that was correct.

Bruce Leinen asked Managers Rasche and Bartosh if that is what it sounded like when they were at the meeting on June 29 - just relinquishing drainage authority or more of an agreement or guideline to use. Mark Bartosh responded that when they met with the commissioners, they needed to come up with some type of a plan to move this process forward. These discussions have been ongoing prior to when he got on the Board in March of 2019. It was the feeling of the four members present that we needed to move forward with some type of agreement to get before the boards and have action to resolve this.

Mark Bartosh went on to say that when Mr. Kolb brought up the SRRWD, it was with the idea that the SRRWD received petitions for drainage and moved them on. But the county did involve the SRRWD to enable them to do all the things that watershed district do – best management practices, conservation, retain or reduce flow, and holding structures. Everything we want to do. The idea was for Mr. Kolb to put this down in an agreement so the whole process is in a contract and agreed to by the two boards, so that in the future the roles each is to play are cleared up. Hopefully, the agreement Mr. Kolb is working on will guarantee our ability to do that. We have had assurances from Mr. McClure and Ms. Hohenstein that that would in fact be their wishes. The county really wants to enable the HLWD and the SWCD in a better way to do a better job within the watershed and the county. Wayne Rasche said they wanted something in black and white to see what SRRWD's involvement was.

Harvey Kruger said that he wanted to go back to Manager Bartosh's comment about the meeting in March of 2019. At that meeting, the HLWD met with Jackson County Commissioners, their attorney, and our attorney. Discussion was held about drainage authority. It was agreed upon that the HLWD has the capacity to be the drainage authority. We have proven that. Over the four and a half years he has been on the Board, the county has seen the action we have taken. We have done everything that has been asked of us. If we are unsure, we have legal counsel. When he heard that they had a meeting on June 29 of this year and that we were going to give up drainage authority, he was confused. He had never been involved in any discussion that indicated the HLWD would give up drainage authority. He wanted to know if the meeting today was to give up drainage authority on ditch systems in the HLWD. He asked if we have the capacity in the HLWD. He asked if the Board had a change of heart that we can't do it. The HLWD has the same capacity that the Jackson County commissioners would have to do it. It goes beyond Jackson County. It seems that Nobles County doesn't want us to have drainage authority over any ditches in their county. He has the impression that Murray County feels the same way. Where did that come from? Where did we not have the capacity to do what we have been doing over the years, even before he got on the Board?

Wayne Rasche stated that the HLWD is not giving up drainage authority yet. We are still in discussion like we have been for the last year and a half. We need to move forward. We have been at a standstill and nothing is being done. We need to figure it out and move forward. That is where we are now. That is what was supposed to be the discussion part of today's meeting, to review something that Mr. Kolb drew up. That decision won't be made by two board members, it will be made by the entire Board at some point in time. We need to get something down in writing to figure it out first and see how it will be in the future.



Harvey Kruger asked if the way we have been doing drainage authority needs to be changed. Wayne Rasche said that he thought that there has not been a working relationship between the HLWD and the county. That aspect needs to change and we need to come to some agreement.

Harvey Kruger disagreed about the working relationship. The HLWD has been the drainage authority on ditch system improvements. There never was a problem until this year when the county sent us a letter and said they wouldn't bond for Jackson County Ditch 3. That is when the big discussion got started. They said it would affect their bond rating on the rest of the county. In these discussions, we had a Nobles County commissioner say at one of our meetings that he thought the county can bond up to \$100 million on drainage improvements and that it would not be a detriment to their bonding. Over the years, looking at the laws, he has found that it says that. The county said they don't want to bond. They don't have to. The law says they may bond, but they must finance the projects.

Wayne Rasche stated that this is the discussion we have had for the last year and a half. If they don't finance, what do we do? Harvey Kruger stated that they have to finance it. It is in the law. Are they going to break the law? Wayne Rasche said that if they choose to break the law and not fund it, what do we do? Harvey Kruger said that from what he has heard, then it is a lawsuit. When he looks at it, they don't want to bond because it will affect their rating. The law says it doesn't. Are they lying to me and to the whole Board? He didn't want to call them liars, but the law states that they must finance it. The HLWD put in a resolution to MAWD to go to legislature for bonding, not that we wanted to, but because we may not have any other option. And it has been stated that when the project is done, we should just send the farmers a bill.

Wayne Rasche responded that according to John Kolb, sending a bill to the farmers isn't legal. Harvey Kruger said, so we don't want to do things illegal. Wayne Rasche stated that we can't enforce it because we are not a taxing authority. Harvey Kruger replied that we shouldn't have to enforce it, it is the county's obligation. Wayne Rasche said that in this case they chose not to, what do you do? Harvey Kruger stated that he would just go back to a year and a half ago when we discussed that we have the capacity to be drainage authority. We were doing everything correctly. We had meetings last week and everything went fine, just like it is supposed to. Then we have a discussion here, where all of a sudden he doesn't know where the rest of the Board stands. Are they getting pressure from commissioners? Or do they just not want to do the job? If they don't want to do the job, then he would question why they wrote their letter of interest to be on this Board.

Mark Bartosh said he thought the discussion was good. It is what we needed. The biggest item facing the county and the HLWD is the bonding authority. He showed a list of the ditches in the counties within the HLWD. One of the items in the collaborative agreement was to figure out when each system would need repair or improvement. The framework for that was excellent, but at the end of the day, how can anyone predict when these petitions will show up? Seven or eight years ago none of us would have predicted this many would have shown up here. One of the items that came up was how do these get spaced out. Mr. Kolb outlined that there is a little window of opportunity to slow down petitions. The monetary window is not great. The county suddenly gets a whole bunch of bonding projects. Right now we have projects at various stages of construction, preliminary hearing, or final hearing. What if a couple or three more happen? The bonding limits are tremendous. What's changed? The county wants to be able to control the process. That is a battle he would rather have them fight. They have more resources to be able to control that bonding process and how these ditches come in than we are ever going to be able to handle. We are working as an intermediary between the county and the petition process. If their bond rate increases, how is that fair to a citizen that resides outside the ditch system?



Suddenly their bonding for county capital improvement projects is increased by half a percent and they have to pay more. That is not fair. That is what has changed in his opinion. He thinks it does affect the watershed. There needs to be an agreement to figure out that process, put that burden on the county, and enable us to do what we can do. Watershed districts are fortunate that whether we do drainage authority is not a requirement. Watershed districts can do everything as long as everything goes well. In this case, where there are so many ditches in Jackson County, and others in Nobles and Murray, there are fiscal designations that have to be recognized. In his opinion, if we can come with an agreement that lets us do what we can do for conservation and shift the burden to the county, we should go for it. He believes his job is to bring some type of an agreement for the Board to decide. That is why there are five of us. We all can decide.

Bruce Leinen stated that as commissioners, he can understand wanting to have knowledge and control, but at the same time, you mentioned our ditches a burden on the rest of the county. If it falls to where there is a jail, road improvements, bridges, and ditches, all at the same time, he has to view that as the cost of doing business. Sometimes a business operation has a couple of bad years. He has talked with Nobles and Jackson county commissioners. If they are taxing him for a jail, library, or road work, they are increasing the taxes on his property. What if he has a ditch on his property, and the county tells him that it can't be improved, that he has to wait because it will hurt the county credit rating? Then all at once they want him to help pay increased taxes that they want for the rest of the county, but not allow him to improve his ditch system to get better drainage to help pay those taxes. That is where he has a problem. In his mind, that is the luck of the draw, everything comes to the table at one time. The county has to swallow hard, realize they are going to get dinged, and that everybody has to pay more. It is where we have to be. If you are going to make one entity – a farm, a library, a road - make one of those stop, he does not want to be involved as the middle man and have the county say we are not going to pay for it and then go the farmers and tell them that. That's not right. It needs to be done and funded as part of the rest of the county activities no matter what county it is. Ten years from now, none of us will be in this same room. We don't know who is going to be on what side or what decisions will be made. We need something that can be workable down the road. Hopefully we can hear some examples of what we can do to cooperate better, to work better with the counties in our watershed.

Harvey Kruger read Minnesota Statutes 103E.641 Drainage Funding Bonds. Subd 6. Bonding for ditch improvements doesn't go against the bonding ability or rating. It is not increasing the bond rate because of a ditch improvement. Landowners that are petitioning for improvements see a need for better drainage on their farms to produce more to be able to sustain their livelihood. It is not affecting the county's ability to bond. He admitted that he didn't know a lot about bonding and that he is learning. He wants to make sure that he is doing it right and asks questions. He wants to make sure to find out what the law says.

Wayne Rasche stated that we have had discussions on this before based on that statute. The county says it does. Now we are back in a dilemma of who is right or wrong.

Scott McClure stated it will affect the bond rating. Every time they go to their bond counsel, they are the carrier. He agrees with Bruce Leinen. The county has to do things. They have to control how they do things, but they are going to get the things done. It does affect their bond rating. How can it not when the county is putting their name on it? When the county is buying bonds, the people look at how many. How can it not affect the rating?



Scott McClure asked Harvey Kruger how he could say that bonding does not affect the county's credit rating. Harvey Kruger responded that it says so in the law. Scott McClure said for crying out loud, just look at it logically. We have many projects, a public works building. Just ask Nobles County. They have done some things and they have gotten to the point where their bond rating got changed. They have ditches under bond. They have other things under bond. Of course it affects their bond rating. How can it not? Harvey Kruger asked if the ditches were the reason it affected the bond rate. Scott McClure responded that if they are bonding ditches, it does.

Wayne Rasche replied that the statute says that it is not counted against the county's bonding authority or their indebtedness. It is against the ditch owners. Commissioner McClure is saying that the county is on the hook for the cost of the system. We have been talking about this for a year and a half and we are not getting anywhere. Something needs to be done.

Justin Ahlers stated that it is all market driven. It doesn't matter what the law says or what anybody says. There are investment bankers that can set the interest rate as they see fit for their investors. They don't read that law.

Mark Bartosh referenced information George Eilertson gave the HLWD in July of 2019. There were three scenarios. The first two involved using the HLWD's bonding ability and implementing the basic water management levy. It is a one and done deal. There is no bonding after that. The HLWD's interest rate at that time would have been 2.85 percent. There was a .42 percent interest rate difference between the county's AA rating and the HLWD's rate. Wayne Rasche commented that Mr. Eilertson had said the rate was good only for that bond. The HLWD can't reissue until another until it is paid off. We can't do another project. There is the example of CD 3. The bond is for \$9.3 million. How do we handle these when with our ability is one and done?

Bruce Leinen responded that is why he thought our managers, the commissioners, and attorneys were going to get some examples of where we can go to get a working agreement. He didn't know that an agreement meant to relinquish drainage authority. There could be areas that the county wants to proceed with while the HLWD retains drainage authority. In his mind, that is what the attorneys were going to work back and forth with and bring us a working agreement. Wayne Rasche stated that is what they have been instructed to do, but that has been months ago. They came up with a blueprint for what is going to happen in the next five years.

Bruce Leinen asked if Louis Smith could provide any further information regarding the discussions he had with John Kolb. Mr. Smith stated that the heart of the framework they developed was to get at what the real issue is. You have an area with aging drainage systems, a number of improvements that are going to be needed, and it is going to create an issue about financing those improvements. The core of what is needed is not about who is the drainage authority, it is about planning so you can anticipate when these drainage projects are coming and that nobody is surprised about them in terms of their scope and timing. The framework developed a variety of strategies to manage the financing process. One is to promote prepayment among as many landowners as can be had, along with exploring what private financing is available to facilitate prepayment.

Wayne Rasche asked about the prepayment discussion. A landowner prepays for 10 years for a system. What happens if the drainage laws change and that system is not allowed to make an improvement? Why would that landowner want to have their money tied up for no reason?

Louis Smith replied that he thought the term "prepayment" was being used in the discussion two different ways. The first way he was referring to was that there was an ordered drainage project and there are known assessments against the land that the landowner is obligated to



pay regardless of any future changes to the drainage law. The project has been ordered and it is being constructed. They developed the idea of promoting landowners prepaying the assessments which would reduce the amount of principal for which bonding would be needed. They also developed the idea of developing funds to make sure there is a more stable source of funding for drainage improvements. The problem that John Kolb was describing was that right now, you can go through a generation of landowners that that has not been paying at all for any drainage improvements. A new generation comes and suddenly now there are expensive projects. And yet, in that drainage system, you could anticipate the maintenance and repair needs over time. In many areas around the state, drainage systems will develop a sinking or reserve fund to anticipate and gather the money for maintenance and repair so that it is spread across the generations of landowners more evenly. The scenario about regretting prepayment applies to the second scenario. The real issue is the challenge of financing these improvements. That is what he thinks everyone should get their heads around how to address. There have been advantages for the last 30 years for HLWD to be the drainage authority and integrate drainage system improvements into comprehensive water resource management and get grant funding for multi-purpose projects and awards for recognition of doing that work. Letting go of that role is a really major policy decision for the Board to make. There are advantages and disadvantages to that. Chuck Brandel maybe has some comments and his perspective.

Chuck Brandel stated that for the projects ISG is working on in the HLWD, there are about \$1.2 million in grants that have been obtained. That is very important. He works with many drainage authorities. There are no other drainage authorities that have \$1.2 million is grants. Le Sueur County has \$300,000. The involvement with the HLWD is important. He has projects in other counties that have competed for these grants and not gotten them. They are not doing storage. The projects barely make the cost-benefit ratio. These things help make that work. He just wanted to point that out. The HLWD is doing good things. The grant dollars are helping to make projects happen and reduce debt. It is important that the success continues. Working with the HLWD and Jackson County public works staff, ISG has been putting together lists of potential projects. There are many projects out there. If we continue to get grant dollars, we have a better success in those projects getting approved and even getting through the environmental process. We can have a better project and work with DNR and BWSR. There is an importance to have that involvement. Right now the HLWD is having success in getting dollars.

Scott McClure asked if at the meeting that was even brought up as an issue. Mark Bartosh said that in our meeting that day, we wanted this to have teeth to be able to do conservation as part of the agreement. It has never been an issue. In his opinion, if it is not in there, it can't move forward.

Wayne Rasche said that there has been discussion about whether an entity can receive grants if they are or are not the drainage authority. That question had not been answered in his opinion. Louis Smith replied that there is a legal and a practical answer to that question. He started with the practical. The success in applying for grants has to do with your proven track record, your experience, and your relationships with those who are making grant-making decisions. That has been a critical piece of Heron Lake's success – its track record and relationships. The legal part is a question for each different grant program. There will be requirements about who is eligible to apply. There would be some grants where you need to be the drainage authority in order to get the grants for multi-purpose drainage projects. Jan Voit explained that in order to apply for a multi-purpose drainage management (MDM) grant through BWSR, you must be the drainage authority and have a partnership with a SWCD. If that is not the case, you are not eligible to apply. If the HLWD is not the drainage authority, we will no longer be applying for MDM grants.



Wayne Rasche asked who in the counties would handle that. Chuck Brandel replied maybe ISG. Wayne Rasche asked if ISG had experienced people that were good at writing grants and if they had good success. Chuck Brandel responded that they do have good grant writers and have had success. Right now, the HLWD is having more success than anyone else.

Bruce Leinen stated that Louis Smith had said there is importance on the funding side of things. Of that there is no doubt. As a watershed manager, and as Harvey read from the statute, funding for drainage systems comes from the county. As watershed managers, we need to figure out how to work to cooperate with our counties, communicate better, get a working relationship on how to conduct these proceedings, and stop arguing and bickering about who is going to finance it. He is willing to guess that most of us in here know the counties are going to finance them. We need to figure out how to work together. Condense things, not duplicate things, whatever we can do to maintain some sort of drainage authority so there are teeth in what happens in the watershed district. And move forward with our counties to get things done and not sit here wondering if they are going to get financed. They should be financing. We just need to communicate and work together. Wayne Rasche said that's the process we've done for over a year. Nothing gets done. Something has to get done. He guessed that is why we are having these discussions. Bruce Leinen responded that the thing that raised a flag in his mind was that it was looked into that we would just relinquish drainage authority. He didn't see where the teeth were in this. He didn't see where, 15 years down the road, that the watershed district had any say when a group of commissioners from any county says that they don't care and they are just going to do this. Then whatever they are going to do is happening in this watershed. We have to be really careful about what is developed moving forward.

Wayne Rasche stated that in his opinion, it has to be stated in black and white, reviewed, discussed, talked about, brought to a head, and then voted on. That is still a ways down the road. We need to show them that working relationship. These are preliminary discussions. We have another meeting coming up. That is why we are having discussion now, to take some of this back to that meeting.

Bruce Leinen asked where are we in seeing some type of example of arrangements that are out there to move forward. Wayne Rasche said that there is nothing in black and white yet. Mark Bartosh responded that we were under the impression that we would have had something the beginning of this week. It hasn't shown up. We have a meeting scheduled next week. He would like the chance to see this SRRWD agreement, see how much teeth is in it, and bring it to the Board for some discussion.

Emily Javens stated that this issue scares her on a statewide basis. Counties absolutely should be scared about their bond rating. It makes sense that the more bonds you take out, the more the bond rate will be hurt. The law does not say that. And if the law says that it is not supposed to, but you are getting jacked by the bonding companies, why are you trying to fight that here and then have this discussion about a competence issue? Relinquishing drainage authority still does not give farmers adequate drainage. They need it so they can have good yields so you can build a new hospital and all of that. Ditch systems go into disrepair. Your main economy is agriculture. You need the drainage. Across the state there are all these systems that for a couple of generations have not seen a lot of work. If this bond issue is real, we need to fix that. She didn't understand why the county wasn't going to the attorney general if the bonding companies are doing this to them. Maybe we work together to develop a state-wide revolving loan fund. Why is the state not helping us figure this out? She didn't know why the HLWD and Jackson County are trying to figure this out on their own. She sees us spinning around on who has drainage authority, but that discussion doesn't get you back to how do you help the



farmers, how do you help your local economy. Let's figure out the bigger issue. The Drainage Work Group has started working on this with folks from all across the state.

There are only down sides to turning over drainage authority. It is very clear that the county, with one motion, can send drainage systems right back to you. Attorneys don't agree that a watershed district can give them back to the county. The law isn't clear. Steams County sent all their ditches to the Sauk River Watershed District. If a county doesn't want their elections impacted because of the unpopular decisions they felt they had to make, they can send all of their systems to a watershed district. That is why watershed districts were set up, so we could have a group of five people focus on water, focus on drainage and their election certificates don't depend on that. Obviously, it is still political. Your decisions can get you kicked off the board by your commissioners when your time is up. The political nature does impact the appointment, but it is supposed to provide a safeguard so that drainage and what needs to get done for the economy, those drainage systems, and the environment can get done.

There are things we can work on at a statewide basis. You have grants and are successful. Your administrator has done more with \$250,000 than she has seen any other watershed district do. You have so much more coming into this watershed. Just today, you have \$4.5 million coming into your economy. Counties could apply for those funds, but they don't have the track record HLWD has here to get those grants and bring those funds into the watershed. If you do this agreement, you have to look at some serious language about being held harmless. If the county doesn't keep the systems in repair in repair and citizens want to sue the drainage authority, how does that work? They can in one meeting send the systems back to you. Now are you the ones in trouble for not maintaining ditches? The law says that once there is a watershed district, you are the ones to manage the ditches when there is an improvement. That is what the legislature directed to be done. She encouraged the Board to step back. You need to have the drainage for your farmers and your economy. You have a finance issue, not a competence or a power issue about who is going to do it. Let's work on the finance stuff. She wanted to be here in person because this is tough issue. You are not in this alone. It is happening throughout the state. Let's figure it out together.

Matt Widboom said that from a perspective of cooperation, the HLWD has a proven track record and an administrator that is good at grant writing. Why can't she be part of an agreement with other counties and whatever network that is formed? Why not take the strengths you have in grant writing, combine it with the county's ability to finance, and work together to accomplish more. Does it fit your mission statement to be the drainage authority? Your mission statement is to protect and improve the water resources within the boundaries by supporting watershed residents through the use of education and financial programs. If you have a mission statement, it is important to be sure every motion you make and approve fits under that idea. He has been able to be a part of this, attend these meetings, and learn a lot more about what you do. From a commissioner's perspective, he didn't want you to have the attitude of mistrust. In his opinion, as a commissioner, the only thing he has been after is the ability to work together. We are a lot stronger together than we are separate.

Scott McClure stated that as far as the drainage authority thing, that is being taken a little bit out of context. The SRRWD one that was described to us, they are the drainage authority because they are the watershed district. The petition for a new improvement comes to the watershed district first, which is what we were talking about in our four-person meeting as being the key. The watershed district is involved in the drainage project from the beginning. What we were striving to get to was the doubling up of things, looking at efficiencies. And looking at what each did efficiently and what they did the best. It was clearly stated about the



efficiency of getting funding for grants that the watershed district does. It was paramount in our agreement between the four of us that that was included. As far as the title of drainage authority, a watershed, on an improvement, that is where it is going to come. It says so in statute, if it is in the watershed, the petition for improvement comes to the watershed. It also says that the county is in charge of the repairs, that they are the drainage authority for the repairs and maintenance. Getting hung up on this God damn drainage authority title is a direction we don't need to go down. We are trying to create efficiencies so there isn't a doubling up of things. If you want to be the drainage authority of everything, you can't do it because you can't bond. It is simple. Each group has their qualities that they can do. That is what we are trying to get to. Getting hung up on this drainage authority thing is foolishness. That role is already made. The petition has to come to you. We are trying to make sure it is printed for people down the road so these type of issues don't keep popping up. Like Ms. Javens said, this is an issue throughout the state. He doesn't want to become the case study for the state. He doesn't want to be brought into lawsuits and be on the front page of the Tribune. We need to figure it out ourselves. They think the state ends at Highway 14 anyway, so let's just let them do their thing up there and figure it out down here. He thinks our attorneys are fighting us a little bit. That's part of our problem. We pointed out to them what we want to get accomplished and they have their own ideas. They really don't understand that they are working for us. He relayed that to Ms. Haley yesterday and she was going to talk to John Kolb. He was under the same assumption that the HLWD managers had, that they would have something to look at today. He was disappointed that we didn't have something to look at.

Wayne Rasche said that is what we have been talking about. Something needs to be worked out, in a working relationship, so that everybody's strong point moves forward and you retain that part of the job. To figure that out, and get it in black and white, that has been the hard part in the discussion points in the year or so this has been going on. It needs to be accomplished. It is going to take time. We were promised something, that didn't happen. It needs to be put down in black and white so we have a starting point to move forward. We need to figure out the different possibilities and options that might come up down the road and have a contractual agreement that is binding.

Bruce Leinen responded that, as five managers, we also have to think of the staff, too. Anything we relinquish for someone else to do, we are responsible for it getting done right according to laws and guidelines. We want to be careful, moving forward, that we are willing to accept the responsibility for what someone else is doing. Wayne Rasche replied that he thought we could have in writing that the part the county is doing they are liable for. That would be up to the attorneys to work out. Bruce Leinen said that if we make a decision and do something wrong, it is our mistake. If we have someone else doing it, they make the mistake. If it can be their mistake and not our responsibility, is where he was coming from. Mark Bartosh said that is what he was referring to about fighting some of those battles.

Jim Eigenberg said that you still haven't gotten to the crux of the problem, which is bonding, whether it is you or us. We haven't come anywhere close to figuring that out. The wheels fell off our machine last winter when Shannon Sweeney was at a county board meeting. He told us that bonding was going to be an issue. It was a surprise to us. We weren't aware of it. It has to do with population. It is not our fault. It is not that the commissioners have a vendetta against the watershed district. Our population limits what we can do. We had our legislators come and talk about this issue. Emily Javens asked what the legislators said. Jim Eigenberg responded that they said figure it out. We can't figure it out. He didn't think the county could continue bonding. It might be law, Harvey, he didn't disagree with that statement. It is a business world, it is



legality. That's the problem. It doesn't matter who is doing the bonding. It is reality. He didn't know how to get around it.

Wayne Rasche responded that is why the Board petitioned BWSR. There are all these statutes in black and white, but they aren't clear or specific. When a problem shows up, where do you go? He didn't want to spend money out of this pocket to pay the watershed or out of the other to pay the county. Something needs to be worked out, to get a working agreement that can stand the test of time. We have worked a year or two on this, maybe have made some progress, but we have a long way to go.

Jan Voit stated that we have talked about the statutory requirements. Have you ever thought about asking the people who work on this on a daily basis to be involved in the discussion? She thought that would be helpful to understand the day-to-day things that need to be done. She was sure the Board and commissioners have an overarching idea, but unless you are working on this every day, you don't have any idea what that is. Wayne Rasche responded down the road, that is a must. Otherwise, how do you know where the strengths and weaknesses are? That is why he asked, at a meeting a week or two ago, to get it down in black and white so we can take it to the next meeting. Jan Voit said that she could provide a copy of the request for proposal for the Clean Water Fund. Yes, the county can apply. If the county is the drainage authority, and we are not, then this organization cannot apply for multi-purpose drainage management funds. Wayne Rasche said the money would still go to the ditch owners in the system. Jan Voit replied that the grant funds come to the drainage authority. Wayne Rasche said the reason that you try to get grants is to do retention and reduction in flow on these systems. So whether the money comes to the HLWD or the county, the effect on the ditch system would still be the same as long as it is still done and they know how to write grants.

Louis Smith said that, just for clarity for the meeting next week, he wanted to make sure he understood the Board's intent. He heard two managers comfortable with, pending looking at the details, relinquishing drainage authority. He heard two managers express strong reservations about it. What is the Board's direction as far as proceeding? Do you want to just take no position for now? Wait to see an agreement on paper before you take a position? Do you want to send us to the meeting next with any further instructions?

Bruce Leinen asked to be refreshed on the options to be looking at, just the information on the Shell Rock agreement? Wayne Rasche said that was the original plan to bring to this meeting, but that didn't happen. Louis Smith is asking if we want to look at anything to bring to the meeting next week or go to the joint meeting, have more discussion items, and decide at that point.

Harvey Kruger commented about what he has gotten out of the discussion. As we are getting near the end, drainage authority was not the big issue anymore, just bonding. If we continue to be the drainage authority for ditch systems within the watershed, we just need to get more cooperation on whether we are on doubling up on reports. When it came back that you had met with the county, it looked like we were willing to give up drainage authority. Now it doesn't seem like that was the issue to begin with. He was confused where the direction for that came from? If he would have to tel! Louis his intention, it would be we need to look more at bonding and get that figured out through the counties and that we continue to be the drainage authority on ditch improvements in the HLWD. Wayne Rasche asked if the Board wanted Louis to look into that now, or see what the county's attorney comes up with, and then at a later date, when we get the information back, we can have some discussion about what our path is forward.



Justin Ahlers said that at one point there was discussion about a joint drainage authority between three commissioners and two watershed managers. He asked where that went. Harvey Kruger stated that if you are a county commissioner, you cannot be on the watershed board. Justin Ahlers responded that is not what he asked for. He said a joint drainage authority like we do with Jackson County. Wayne Rasche asked if he was referring to when you have systems in two counties. Justin Ahlers said in the Heron Lake watershed. If there is a petition in Nobles County, there would be three county commissioners and two Nobles County managers, or in Jackson three county commissioners and two Jackson County managers, or in Murray County three county commissioners and one Murray County manager and one other manager. Wayne Rasche stated that he didn't know statute wise if that is kosher or not. Emily Javens stated to do that, the statute would have to be changed. Jan Voit asked don't you already have that? Aren't the board members representing those counties? Isn't that their job? Scott McClure said that he agreed, that would just be creating another watershed board.

Bruce Leinen replied that it is what you have appointed us for. He can see where a problem would arise. Bonding is coming all the time. It is a challenge. And to have us being part of that challenge as far as going by our guidelines and accepting things as long as everything is done by statutes that are laid out in front of us. He understood that we are approving things and the counties have more money coming at them that they have to finance without the ability to say yes or no. Unfortunately, that is what the statute says. That is something that people higher up have to address and adjust instead of us.

Wayne Rasche responded that we have had that discussion in the past. We spend all of this time on it, everything has to be followed by statute. Where can you stop, start, or slow down by statute and not be in a possible lawsuit by the petitioners? The statutes are in black and white, but they are not very clear. How do you follow it in every situation?

Scott McClure stated that is why John and Louis are supposed to look into the SRRWD as an example. They are supposed to look into that and find out how it works. Wayne Rasche said that is why we got to that point in the discussion that day. It was supposed to be here before today's meeting, but it's not.

Harvey Kruger commented that it is not the HLWD or commissioners who petition for an improvement. That is the landowners. They have the right to do that. We can't stop it. Justin Ahlers said yes you can. Harvey Kruger responded that you can't. Are you going to stop it by saying you are not going to bond or finance it? Scott McClure said that Harvey hadn't read all of the statutes. Read the whole list of things that have to get checked off before you start a petition going. The county is just as guilty as the watershed, we don't look at the laws. There is even a section of conservation that you are supposed to look at before you proceed. There are ways of control of an operation. That is the whole problem with the bonding issue we have going on. We don't have control of it. It just keeps getting thrown at us. That is where the SRRWD agreement comes in. SRRWD could look at the petition and start it. There is a list of things that have to get done before you get started. There is a procedure. Both of the attorneys also told us of things we can do to control it. That's all we're asking. There is no control when it just gets sent to us. That is why when we are talking about an agreement, you guys can control the things you do and we can control the things we do. That is what we are trying to get to.

Harvey Kruger said that when the landowners get together to petition for an improvement they need 26 percent or above to submit to the drainage authority. Once you have that petition, you have to go through the process. As long as it makes the requirements, you have move it on to the next step. Scott McClure replied you have to approve the petition. It is either 26 percent of the land affected by it or 26 percent of the owners of the land. You have to approve the



petition. But there is another point. There is another whole list of things that have to be approved. It even says public welfare. That is part of the judgment the drainage authority has to make. Those are all the things that are in there, a whole list of things. We asked that question. Both attorneys gave a list of the procedure. It gets ignored and sent through.

Wayne Rasche said the question he has on that is, is that the welfare for the betterment of the people in the state, county, of the watershed district, or the ditch? There again, state statute is not clear. Scott McClure replied that it is the public welfare of the jurisdiction you are elected to from the public. The public welfare of the people in your area. Wayne Rasche asked but not in that ditch system? Scott McClure said it is your public, yes. These things affect your public. Wayne Rasche said that his point was that you are doing an improvement in the ditch system so it affects those people in the system. Do you have to be responsible for those people in the system or everybody in the county? In his opinion that was not clear.

Harvey Kruger said there are petitions for ditch systems a, b, c, and d. All of a sudden the county says we have maxed out our bonding. So when e, f, g, and h petition, you stop those? Scott McClure replied you don't stop them, you figure out how to make them work. You have to control the system. We don't have that control. It would be like me giving Justin a credit card and he goes and spends it all the time. It was given it to him with the assumption that he was going to use it to pay bills. He is using my credit card and the bills still have to be paid. Whatever he builds up, it has got to get paid by him or me. You guys can't pay the credit card. That's what we are facing. You want to be the drainage authority over all these ditches. You guys have the credit card, you are spending it. When it comes time to pay for it, you turn to us and we have to pay for it. It would be nice to know a little ahead of time so we know what we have to pay for.

Bruce Leinen said wait a minute. When we get the petition things get forwarded to the county. There is knowledge beforehand, not just at the time of finance. He did not know if the timeframe was months or years. But when the petition comes in, that does get brought to the counties. As things move forward and dollar amounts get decided, correct him if he is wrong, but you are kept in the loop as far as what these dollar amounts are coming to on those ditches coming to you. Scott McClure asked if the Board was at any of the landowner meetings. Are you there to control or have any say in that? Bruce Leinen stated that he didn't know that the county controlled those meetings outside of the watershed. You attend the meetings, but he didn't know that you have a quorum to control them. Bruce Leinen said that he understood that Nobles County commissioners were asked not to go to landowner meetings with enough commissioners for a quorum. You don't want to be there with power or control.

Justin Ahlers said this is where Bruce and Harvey disagree with the commissioners. What Scott is saying is that there could come a point where we have to wait a year or two to fund. All they are saying is, they can't bond for it all at once. You want it where you got the petition, you take it, and you run. All Scott is saying is that you might have to slow them down. Scott McClure responded just so we can handle our finances.

Bruce Leinen said that earlier you made it sound like here we come with a \$9 million bill and say now you have to bond. In effect maybe a year or some months prior the petition has come to us. We have to start planning now where we can put it in. Scott McClure stated that there is some planning. Justin Ahlers said there is no control by the county.

Wayne Rasche stated that for the most part, a petition comes in and it takes three to five years before it is constructed. The county has some warning or notice ahead of time. The problem is you have \$9 million coming here, \$15 million coming there, and they are bonded over 15 to 20 years. The bills get piled higher and higher. Going back to statute, it is not in there, in his opinion,



how far can you slow this down? For a year or two? The money is paid in on their annual assessments. Justin Ahlers interrupted by saying anything the county collects for maintenance cannot be paid on the assessment. Wayne Rasche said that he was talking about once the system is built and bonded for the assessment gets paid over the next 15 to 20 years. As you get five years in, about 25 percent is recaptured of the amount borrowed. All within five years. Justin Ahlers said that Wayne and Scott are saying the exact same thing. Wayne Rasche said that it is a matter of how do we come up with the working relationship where we can slow this down and not be sued by the petitioners. It all comes back to state statute. Somebody wrote it, passed it on, and now it is coming to a head. They didn't think it through far enough to have a cheat sheet to say if this happens which way do you go?

Emily Javens said that she thought that if you want to slow them down because of negative economic impact to your county residents because of bonding, you need to make that clear in statute. Both of you are at risk for getting sued if you slow these down, especially when the statute says that it isn't supposed to impact the bond rate. If you want to slow it down, make it clear in statute. I highly encourage you to work with the Association of Minnesota Counties and say you need this clarified because we feel that we have to slow these down because of our bonding. The law does not clearly state that. She saw what they are saying about the public welfare, what about the welfare of your farmers? Justin Ahlers said that is why we have courts. Emily Javens asked which one of you want to get sued.

Bruce Leinen said that this is where he agrees with Wayne. He doesn't want this hand to pay this hand. Justin Ahlers said his \$100 question was, if you still get to do the BMPs, why do you want to be the drainage authority? Bruce Leinen said because it is the law. Emily Javens responded that they are required by statute to do it. That is their responsibility. Justin Ahlers said he wasn't talking to Ms. Javens. Emily Javens responded that she was clarifying the statute. Bruce Leinen said that with all due respect to the commissioners, you appoint us to come here and do things that we see statute wise, and are told by attorneys – not only ours, but other attorneys - how things are supposed to be done. Now you expect us to deviate from it. He is not going to sit on this Board and be asked to do something that he can't legally or lawfully do. The changes you want to make, they make sense. You are going about it in the wrong way. He believes you need to go to the county level and to the state and get things changed the way you want them changed. It makes perfect sense, but he didn't see that it is workable at this level, the way things are written, the way he felt we do need to follow things. In his opinion, at the state level is where it needs to happen.

Wayne Rasche said that the state has so many issues and legalities. Can we not as two boards work something out? That is what we have been shooting for. It is just that there is so much gray area and so much work to do to get to that point. Only time will tell.

Mark Bartosh said that is what he had hoped, for an agreement. As Harvey said, the issue is bonding. When the four of us met with our lawyers, we felt this is one way we could possibly solve it. With that being said, we had hoped we could get far enough with a draft agreement, or what Mr. Kolb had worked on, so we could talk and proceed further. It is hard to decide on something if we don't have it here. The discussion we have had with everyone has been tremendous. He would like to continue moving forward.

Wayne Rasche said that has been our game plan for a couple of years - to move forward. It is a slow process and we don't seem to get any place. We will keep pushing and get a starting point.

Harvey Kruger asked if we gave Louis any direction for what we want him to do. Wayne Rasche said that at this point, we don't necessarily have a direction to move forward. Just wait and see



what our next joint meeting brings or if John ever comes up with an agreement to start. Bruce Leinen asked that, if Louis gets contacted, could the draft be forwarded to us before our next meeting to look at and think on it. Wayne Rasche replied that was the plan, that it be forwarded to everybody, and you would have a few days. That was the plan, but it didn't materialize. Does Louis need to work on anything yet, or wait and see what the preliminary draft is?

Harvey Kruger said that his opinion would be that the HLWD would continue to be the drainage authority on ditch improvements in the watershed district. Wayne Rasche stated that we are the drainage authority on ditch improvements in the HLWD. Nothing has changed. What we are discussing, what we are trying to work out, is at some point in the future, what would the agreement be? We are in the infant stages yet of that. Harvey Kruger replied that maybe he would defer to the managers to go into the meeting next week with McClure, Hohenstein, and the attorneys and get back to us by email what you have as a draft to review at the next board meeting. Wayne Rasche asked if the Board agreed with that.

Wayne Rasche told Louis Smith that right now, the Board did not need him to do anything. See what happens with the preliminary document that John was drafting. We can discuss things at the meeting and get back to the rest of the Board. Louis Smith responded that made sense to him. He thought in those discussions next week, it would be valuable for it to be relayed that there is certainly mixed opinion on the Heron Lake Board about relinquishing drainage authority. But there is also a strong desire to have a good cooperative working relationship with Jackson County and get to a better, more manageable way to finance drainage improvements with more planning and explore whatever ways we can to address that problem. Because that seems to be the fundamental problem.

There was a five minute recess.

# 5. Minutes

Bruce Leinen made a motion to approve the minutes of the June 17 regular meeting. Mark Bartosh seconded this. Harvey Kruger abstained. Motion carried.

# 6. Treasurer's Report

Jan Voit presented the treasurer's report and bills payable. Mark Bartosh made a motion to approve the treasurer's report and pay the bills. Cory Reith seconded this. Motion carried unanimously.

# 7. Family or Medical Leave Policy

Jan Voit reported that the policy had been reviewed and approved by HLWD legal counsel. Discussion was held regarding paying the health insurance premium during an absence, whether there is payment for an injury, where the parameters were derived, using sick leave and vacation time for family or medical absences, and reporting requirements for taking leave. Harvey Kruger made a motion to approve the Family or Medical Leave Policy. Bruce Leinen seconded this. Motion carried unanimously.

# 8. Notice of Proposed Budget 2021

Jan Voit presented the proposed budget. The general operating levy remains unchanged at \$250,000 and also included is an additional levy of \$4,200 for liability insurance. Discussion was held regarding budget cuts, that as of June 2020 no funds have been taken from savings for general operations, attorney fees, and ways to improve the process for 2022.

Harvey Kruger made the following motion.



PLEASE TAKE NOTICE that the Board of Managers of the Heron Lake Watershed District proposes to adopt the following budget for the year 2021 in accordance with Minnesota Statutes 103D.905 Subdivision 3 and M.S. 466.06.

103	D.O	905	Su	bd	iv	is	ion.	3
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BMP Implementation	36,933.49
Surface Water Monitoring	32,954.74
Impaired Waters and TMDL	878.08
Regulatory and Permits	704.67
Public Drainage System Management	15,805.39
General Operations	62,144.09
Education	100,579.54
Subtotal	250,000.00
466.06 Liability Insurance	
Liability Insurance	4,200.00

Total 254,200.00

A hearing on the foregoing shall be held by the board of managers on the 19th day of August, 2020 at 8:30 a.m. at the Heron Lake Community Center located at 312 10<sup>th</sup> Street in the City of Heron Lake, Minnesota.

Bruce Leinen seconded this. Motion carried unanimously.

# 9. Reports

#### District Administrator

Jan Voit reported on the summer intern mid-term review, Heron Lake Phosphorus Reduction Project 2 Final Report, 2021 general operating levy, Heron Lake Phosphorus Reduction Project 3, drainage summary document, Cottonwood, Jackson, and Heron Lake Pollinator Project, JD 14, JD 36, Project 2, and the Heron Lake Area Conservation Partnership.

Bruce Leinen made a motion to approve the septic system loan application for Frank and Renae Davis contingent upon providing the required documentation. Wayne Rasche seconded this. Motion carried unanimously.

# Watershed Technician

Catherine Wegehaupt gave a report on water sampling, Minnesota Department of Agriculture sampling, Soil Health Research grant sampling and upcoming field day, Minnesota Conservation Corps grant and possibly applying for funding through this mechanism for 2021, HLWD properties, working with the summer intern, Cottonwood, Jackson, and Heron Lake Pollinator Partnership, Fulda pond clean out, and the JBS permit application.

Mark Bartosh made a motion to approve the JBS permit application. Harvey Kruger seconded this. Motion carried unanimously.

# 10. Performance Review

Bruce Leinen made a motion to close the meeting to conduct performance reviews for the District Administrator and Watershed Technician. Cory Reith seconded this. Motion carried unanimously.



A closed meeting was held during which the managers reviewed the job performance for both employees. A summary of the managers' conclusions was prepared and approved for presentation at the managers' next open meeting. The closed meeting was recorded and the recording will be maintained as a HLWD record for three years. Mark Bartosh made a motion to approve the summary of conclusions. Bruce Leinen seconded this. Motion carried unanimously.

Bruce Leinen made a motion to open the meeting. Cory Reith seconded this. Motion carried unanimously.

# 11. Adjournment

The meeting adjourned at 12:12 p.m.

Harvey Kruger

Secretary

# **LAVENDER**

# CITY OF WORTHINGTON, MINNESOTA

# MUNICIPAL LIQUOR STORE INCOME STATEMENT For the Period 1/1/20 Through 8/31/20 (Amounts in Dollars)

		AUG	UST	%	Y	ΓD
	Total 2020		Previous	YTD Actual		Previous
	Budget	Actual	Year	to Budget	Actual	Year
Sales						
Liquor	1,829,795	154,567	163,664	69.0%	1,262,702	1,102,672
Wine	618,035	42,669	45,090	58.2%	359,636	341,761
Beer	2,150,500	227,709	209,436	72.5%	1,560,096	1,363,428
Mix/nonalcohol	76,203	7,842	7,833	65.5%	49,899	45,143
NSF charges	200	30	-	45.0%	90	60
Net Sales	4,674,733	432,817	426,023	69.1%	3,232,423	2,853,064
Cost of Goods Sold						
Liquor	1,317,450	109,103	115,979	68.2%	899,019	786,600
Beer	1,655,885	174,532	160,589	72.6%	1,202,158	1,050,629
Wine	432,625	30,882	31,459	57.8%	250,252	243,487
Soft drinks/mix	51,056	4,754	4,766	69.5%	35,481	26,502
Freight	28,000	2,214	2,013	67.7%	18,947	17,606
Total Cost of Goods Sold	3,485,016	321,485	314,806	69.0%	2,405,857	2,124,824
Gross Profit	1,189,717	111,332	111,217	69.5%	826,566	728,240
Operating Expenses						
Personnel services	425,243	44,943	27,974	66.7%	283,509	241,658
Supplies	26,000	2,605	1,278	75.7%	19,680	12,907
Other services & charges	200,312	14,140	15,739	64.8%	129,884	127,868
Interest	23,990	-		0.0%	-	-
Depreciation (estimated)	105,000	8,750	5,125	66.7%	70,000	41,000
Total Operating Expenses	780,545	70,438	50,116	64.5%	503,073	423,433
Operating Income (Loss)	409,172	40,894	61,101	79.1%	323,493	304,807
Non-Operating Revenues (Expenses)						
Interest earnings **	5,000	417	333	68.0%	3,401	3,292
Other non-operating	-	_	-	-	-	2,145
Sale of fixed asset	-	_	_		-	10,470
Total Non-Operating Revenue (Expense)	5,000	417	333	68.0%	3,401	15,907
Net Income (Loss) b/Operating Transfers	414,172	41,311	61,434	78.9%	326,894	320,714
Operating Transfers-Out	(275,000)	(22,917)	(22,917)	66.7%	(183,336)	(183,336)
Net Income (Loss)	139,172	18,394	38,517	N/A	143,558	137,378

<sup>\*\*</sup> Includes 6/30/20 actual and two months budget

#### ADMINISTRATIVE SERVICES MEMO

DATE: SEPTEMBER 11, 2020

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

# **CONSENT AGENDA CASE ITEM**

# 1. <u>APPLICATION TO BLOCK STREET(S) - DISTRICT 518 SPIRIT OF</u> WORTHINGTON MARCHING BAND

Jon Loy and Zach Brandt, District 518 Spirit of Worthington Trojan Marching Band, 1211 Clary Street, has requested the following street closures from 10:00 a.m. to 2:00 p.m. on Saturday, October 3, 2020:

Clary Street - from Duba Street to Smith Avenue Church Avenue - from Clary Street to the High School Parking Lot Marine Avenue - from Clary Street to the High School Parking Lot

Jon Loy and Zach Brandt have been designated as the safety officer for the event, and an insurance certificate naming the City of Worthington as additional insured has been received.

Council action is requested on the application to block street(s).

# **CASE ITEMS**

# 1. <u>NOMINATING COMMITTEE RECOMMENDATION FOR COMMITTEE</u> <u>APPOINTMENTS</u>

The Nominating Committee met on September 8, 2020 are making the following recommendations for committee appointments:

Center for Active Living - Appoint Terry Janssen to fill the

unexpired term of Beth Ten Haken who resigned her seat, term was set to

expire 12/31/2021.

Memorial Auditorium Advisory Board - Appoint Beth Habicht for a first three-

year term to replace Karen Fury who is

Administrative Services Memo September 14, 2020 Page 2

not eligible for another term, term to expire 7/31/2023

Council action is requested to approve the Nominating Committee recommendations for Committee appointments.

# 2. RESOLUTIONS APPROVING PROPOSED 2020 TAX LEVIES COLLECTIBLE IN 2021

Attached as *Exhibit 1* is a Resolution Approving the Proposed City of Worthington Tax Levy of \$5,052,541. This amount breaks down into an operating levy of \$3,929,921 and Special Tax Levies of \$1,122,620. The proposed levy represents a 4% increase over 2020. The proposed levy is an amount not to exceed and may be lowered, but not raised for the final levy certification in December.

Also included as *Exhibit 2* is a Resolution Approving the Housing and Redevelopment Authority's 2021 proposed levy of \$143,000, an increase of \$6,000 over 2020.

The City Council will hold a meeting on December 14, 2020 at 7:00 p.m. in the City Hall Council Chambers to discuss the final 2021 budget and levy. A Truth-in-Taxation Hearing will be held at this time, where public input will be taken prior to adoption.

Council action is requested to adopt the resolutions approving the Proposed 2020 Tax Levies Collectible in 2021.

# 3. RESOLUTION INTENT TO BOND FOR SALES TAX PROJECTS

Attached as *Exhibit 3* is a proposed resolution for the City of Worthington to declare the official intent to reimburse certain expenditures from the proceeds of bonds to be issued by the City. The intent to bond allows the City to bond, but does not obligate the City to issue bonds. The bonds are for financing various sales tax projects stated in the Resolution, with the amount of bonds not to exceed \$7,800,000.

Council action is requested on the proposed resolution as presented.

# 4. <u>AWARD OF CONTRACT - GLENWOOD HEIGHTS SECOND ADDITION SITE</u> GRADING, SANITARY SEWER, WATERMAIN, STORM SEWER, AND STREETS

Bids were received at 2:00 p.m. on September 10, 2020. Nine bids were received. The apparent low bid was \$1,755,904.55, more than \$132,000 below the engineer's estimate. Bid results including an award recommendation from the project engineer will be presented at the Council meeting. The City's consulting engineer will also present their recommendation for lot pricing based on the project cost. This work is the first phase of development of the

Administrative Services Memo September 14, 2020 Page 3

residential subdivision and includes 14 executive lots, eight move-up lots and six twin home lots.

Council action is requested.

# 5. <u>PROFESSIONAL SERVICES AGREEMENT- INDUSTRIAL WASTE WATER</u> TREATMENT PLANT FACILITY PLAN

The City owns the Industrial Waste Water Treatment Facility that receives and treats the discharge from the JBS processing facility. JBS pays the City for the cost of operating and maintaining the facility.

The most recent NPDES permit has expired and we are beginning the process of issuance of a new permit based on discharge limits for key parameters including chloride, phosphorus and nitrogen. Staff recommends preparing a comprehensive Facility Plan that addresses critical parameters that includes the condition, capacity and treatment operations.

The estimated fee for this work is \$75,000 which was included in the 2020 budget.

The agreement has been reviewed by the City Attorney with Bolton and Menk making changes as recommended by legal cousel.

Staff recommends approval of the proposal, included as *Exhibit 4*, and authorizing execution of the agreement by the Mayor and Clerk.

# 6. PROFESSIONAL SERVICE AGREEMENT - CECILEE STREET EXTENSION

Staff requested a proposal from Bolton and Menk to provide engineering services to prepare construction and bid documents for the extension of Cecilee Street from its current termination point to Grand Avenue. In addition, Bolton and Menk will prepare preliminary and final plat documents for the entire 11 acre tract which includes the Entertainment Building parcel, a multi-family residential parcel and lots along the extension of Cecilee Street.

The proposal is included as *Exhibit 5*. The scope of work includes:

- Preliminary and final plats,
- Preliminary engineering to provide schematic layouts and cost estimates,
- Final design and construction and bid documents,
- Project meetings, and
- Bidding assistance and bid award recommendation.

The work will be performed on an hourly basis for a fee not to exceed \$45,000.00.

Administrative Services Memo September 14, 2020 Page 4

This scope of work does not include the preparation of a full Preliminary Engineering Report (PER). An additional fee of \$5,000.00 will be required if the City requests a PER.

Council action is requested.

# CITY OF WORTHINGTON, MINNESOTA

# PROPOSED RESOLUTION APPROVING 2020 TAX LEVIES COLLECTIBLE IN 2021

Be it resolved, by the City Council of the City of Worthington, County of Nobles, State of Minnesota, that the following sums of money are to be levied for the current year, collectible in 2021 upon the taxable property in said City of Worthington, Minnesota for the following purposes:

LIMITED GENERAL PURPOSE TAX:	2020/2021 LEVY	SPECIAL TAX LEVIES:	2020/2021 LEVY
General Fund	2,364,077	G.O. Debt Service Funds	
Memorial Auditorium Fund	146,400	including Improvement Bonds (MS 275.50 Subd. 5e and MS 429.091)	
Recreation Fund	916,884	PIR Series 2010A \$1,915,000 PIR Series 2012A \$2,570,000	33,427 142,740
Economic Development Authority Fund	55,960	PIR Series 2016A \$2,345,000 GO Series 2019A \$9,955,000	135,748 785,705
Improvement Construction Fund	402,500	SUBTOTAL DEBT SERVICE FUNDS	1,097,620
Aquatic Center Facility Fund	44,100	Economic Development Tax Abatement	25,000
TOTAL GENERAL PURPOSE TAX	3,929,921	TOTAL SPECIAL TAX LEVIES	1,122,620
		RECAP OF TAX LEVY TOTALS:  General Purpose Levy  Special Tax Levies	3,929,921 1,122,620
		TOTAL NET LEVY	5,052,541
		TO MENET LEVI	

The City Clerk is hereby d a certified copy of this res				
County Auditor of Nobles County, Minnesota.		ATTEST:		
	•	Mayor:		
Passed by the City Counc	il of the City of	_		
Worthington this day of		City Clerk:		
	, 2020.	-		

# Worthington Housing & Redevelopment Authority



819 TENTH STREET • WORTHINGTON, MN 56187 • PHONE: (507) 376-3655

# **RESOLUTION APPROVING THE 2020 TAX LEVY COLLECTIBLE IN 2021**

BE IT RESOLVED, by the City Council of Worthington and the Housing and Redevelopment Authority of the City of Worthington, County of Nobles, State of Minnesota, that the following sum of money be levied for the current year, collectible in 2021, upon the taxable property in said City of Worthington, Minnesota for the following Purposes:

SPECIAL TAX LEVY		CERTIFIED LEVY 2020/2021	
HOUSING AND REDEVOLO	PMENT		
<b>AUTHORITY TAX LEVY</b>			
(Minnesota Statute 469.03	3, subdivision 6)		
Special Tax for Operations		\$143,000.00	
NET CERTIFIED LEVY		\$143,000.00	
Signed By:	V		
	Mayor:		
	City Clerk:	***	
Passed by the Worthington Commissioners on this the	n Housing and Redevelop	oment Authority of Worthington Board of August 2020.	
Signed By:	_		
	Board Chairman:	Mattel Jude	
	Executive Director:	Karly Theye	
		/ //	

RESOLUTION NO.	
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DECLARING THE OFFICIAL INTENT OF THE CITY OF WORTHINGTON, MINNESOTA TO REIMBURSE CERTAIN EXPENDITURES FROM THE PROCEEDS OF BONDS TO BE ISSUED BY THE CITY

WHEREAS, the Internal Revenue Service has issued Treas. Reg. § 1.150-2 (the "Reimbursement Regulations") providing that proceeds of tax-exempt bonds used to reimburse prior expenditures will not be deemed spent unless certain requirements are met; and

WHEREAS, the City of Worthington (the 'City') expects to incur certain expenditures that may be funded temporarily from sources other than tax-exempt bonds, and reimbursed from the proceeds of a subsequent tax-exempt bond issue;

WHEREAS, the City has determined to make this declaration of official intent ("Declaration") to reimburse certain costs from the proceeds of tax-exempt bonds in accordance with the Reimbursement Regulations.

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

- 1. The City intends to perform improvements to the Aquatic Center, Field House, Park and Recreation Facilities, 10<sup>th</sup> Street Plaza and Ice Arena, with design, engineering and construction occurring in 2020 and 2021 (the "Project").
- 2. The City reasonably expects to reimburse the expenditures made for certain costs of the Project from the proceeds of tax-exempt bonds in an estimated maximum principal amount of \$7,800,000. All reimbursed expenditures will be capital expenditures, costs of issuance of the bonds, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Reimbursement Regulations.
- 3. This Declaration has been made not later than 60 days after payment of any original expenditure to be subject to a reimbursement allocation with respect to the proceeds of bonds, except for the following expenditures: (a) costs of issuance of bonds; (b) costs in an amount not in excess of \$100,000 or 5 percent of the proceeds of an issue; or (c) "preliminary expenditures" up to an amount not in excess of 20 percent of the aggregate issue price of the issue or issues that finance or are reasonably expected by the City to finance the project for which the preliminary expenditures were incurred. The term "preliminary expenditures" includes engineering, surveying, bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction or rehabilitation of a project, other than land acquisition, site preparation, and similar costs incident to commencement of construction.

- 4. This Declaration is an expression of the reasonable expectations of the City based on the facts and circumstances known to the City as of the date hereof. The anticipated original expenditures for the Project and the principal amount of the bonds described in paragraph 2 are consistent with the City's budgetary and financial circumstances. No sources other than proceeds of bonds to be issued by the City are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside pursuant to the City's budget or financial policies to pay such Project expenditures.
- 5. This Declaration is intended to constitute a declaration of official intent for purposes of the Reimbursement Regulations.

Approved by the City Council of the City of Worthington this 14th day of September, 2020.

(SEAL)	CITY OF WORTHINGTON, MINNESOTA
	Mike Kuhle, Mayor
ATTEST:	
Mindy L. Eggers, City Clerk	

#### AGREEMENT FOR PROFESSIONAL SERVICES

# Industrial Wastewater Treatment Facility Plan CITY OF WORTHINGTON and BOLTON & MENK, INC.

This Agreement made this 9th day of September 2020, by and between CITY OF WORTHINGTON, Minnesota, ("CLIENT"), and BOLTON & MENK, INC., 1960 Premier Drive, Mankato, MN 56001, ("CONSULTANT").

WITNESS, whereas the CLIENT requires professional services in conjunction with the Facility Plan Report for the Industrial Wastewater Treatment Facility ("Project") and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

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

#### SECTION I - CONSULTANT'S SERVICES

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

#### SECTION II - THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but is not limited to: boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.
- F. The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as described in Section 975

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

(Remainder of this page intentionally left blank)

# SECTION III - COMPENSATION FOR SERVICES

#### A. FEES

The CLIENT will compensate the CONSULTANT in accordance with the following Schedule
of Fees for the time spent in performance of Agreement services. Total cost of services shall
not exceed \$75,000.00 without the prior consent of CLIENT.

# Schedule of Fees

Employee Classification	Hourly Billing Rates
Senior Principal	\$195-280/Hour
Principal Engineer/Surveyor/Planner/GIS/Landscape Architect	\$145-225
Senior Engineer/Surveyor/Planner/GIS/Landscape Architect	\$120-210
Project Manager (Inc. Survey, GIS, Landscape Architect)	\$115-200
Project Engineer/Surveyor/Planner/Landscape Architect	\$90-175
Design Engineer/Landscape Designer/Graduate Engineer/Surveyor	\$90-190
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	\$70-175
Senior Technician (Inc. Construction, GIS, Survey1)	\$90-180
Technician (Inc. Construction, GIS, Survey1)	\$60-155
Administrative/Corporate Specialists	\$55-135
Structural/Electrical/Mechanical/Architect	\$120-150
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

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

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

- stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.
- 5. Additional services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.
- 6. Expenses required to complete the agreed scope of services or identified in this paragraph will be invoiced separately, and include but are not limited to large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for these Direct Expenses incurred in the performance of the work, subject to the Total cost not to exceed fee or approved Additional services.

### B. PAYMENTS AND RECORDS

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

(Remainder of this page intentionally left blank)

#### SECTION IV - GENERAL

# A. STANDARD OF CARE

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

# B. CHANGE IN PROJECT SCOPE

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

#### C. INSURANCE

- The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
- 2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
- 3. CLIENT shall be named Additional Insured for the above CGL and Auto liability policies.
- 4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
- 5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.

- CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
- 7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium

# D. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

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

# E. CONSTRUCTION SERVICES

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

#### F. USE OF ELECTRONIC/DIGITAL DATA

- 1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable for this Agreement or except as otherwise explicitly provided in this Agreement, all electronic/digital data developed by the CONSULTANT as part of the Project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).
- 2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify

compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third party use and adaptation or distribution is explicitly authorized by this Agreement.

#### G. REUSE OF DOCUMENTS

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

# H. CONFIDENTIALITY

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

#### I. PERIOD OF AGREEMENT

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

#### J. TERMINATION

This Agreement may be terminated:

For cause, by either party upon 7 days written notice in the event of substantial failure by other
party to perform in accordance with the terms of this Agreement through no fault of the
terminating party. For termination by CONSULTANT, cause includes, but is not limited to,
failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of

invoice and delay or suspension of CONSULTANT's services for more than 120 days for reasons beyond CONSULTANT'S cause or control; or,

- 2. For convenience by CLIENT upon 7 days written notice to CONSULTANT.
- Notwithstanding, the foregoing, this Agreement will not terminate under paragraph IV.K if the
  party receiving such notice immediately commences correction of any substantial failure and
  cures the same within 10 days of receipt of the notice.
- 4. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement. CONSULTANT shall deliver and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph IV. H.
- 5. In event of termination by CLIENT for cause and in addition to any other remedies available to CLIENT, CONSULTANT shall deliver to CLIENT and CLIENT shall have right of use of any completed or partially completed deliverables, in accordance with the provisions of Paragraph IV.H. CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination.

# K. INDEPENDENT CONTRACTOR

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

#### L. CONTINGENT FEE

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

#### M. NON-DISCRIMINATION

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

# N. ASSIGNMENT

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

Worthington, MN Industrial WWT Facility Plan

Page 8 of 10

#### O. SURVIVAL

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

# P. SEVERABILITY

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

# Q. CONTROLLING LAW

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

# R. DISPUTE RESOLUTION

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

# S. MINNESOTA GOVERNMENT DATA PRACTICES ACT (MGDPA)

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

#### T. ETHICAL STANDARDS

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

Worthington, MN Industrial WWT Facility Plan

# **SECTION V - SIGNATURES**

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

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

CLIENT:	CONSULTANT: Bolton & Menk, Inc.
	14-11
Signature	Signature
	Kristopher J. Swanson, P.E.
Name / Title	Principal Environmental Engineer
	September 9, 2020
Date	Date

Real People. Real Solutions.

1960 Premier Drive Mankato, MN 56001-5900

> Ph: (507) 625-4171 Fax: (507) 625-4177 Bolton-Menk.com

# **EXHIBIT I**

VIA EMAIL

August 27, 2020

Steve E. Robinson, City Administrator City of Worthington 303 9<sup>th</sup> St. Worthington, MN 56187 ser@ci.worthington.mn.us

RE: Industrial Wastewater Treatment Facility Plan

Engineering Scope and Fee Worthington, Minnesota

Dear Mr. Robinson:

As discussed, following our August 18, 2020 meeting with JBS, the NPDES permit for the Worthington Industrial Wastewater Treatment Facility is scheduled for reissuance with an understanding of limits associated with several key parameters including chloride, phosphorus and nitrogen. To comply with these items, Bolton & Menk has recommended a comprehensive Facility Plan to address the facility condition, capacity, and compliance items. I wanted to provide you with this scoping letter detailing the professional engineering services related to the wastewater treatment Facility Plan for the City of Worthington. This letter will define our scope of work and provide you with an estimate of fees for these services as budgeted by the City of Worthington for 2020

#### 1.0 Meetings

- 1.1 Bolton & Menk, Inc. (BMI) would meet with the City of Worthington and industrial stakeholders throughout the process. JBS and Worthington Rendering will be responsible for development of a maximum of two industrial loading scenarios. Bolton & Menk will review historical data and provide the City with a summary of significant changes in production and anticipated discharge. Specifically, the following meetings would also be included:
  - 1.1.1 BMI would attend meetings with industries to explain the planning process and information needed from the industries.
  - 1.1.2 BMI would attend a meeting with the City of Worthington to review the completed report and discuss recommendations.
  - 1.1.3 BMI would attend a public hearing for presentation of the Industrial Wastewater Treatment Facility Plan to Worthington's City Council and residents.
  - 1.1.4 BMI would attend meetings with the MPCA and City as required.
- 1.2 Bolton & Menk would continue to work with the City to collect required data and set up a sampling program (if needed) for further data collection.

#### 2.0 Facility Plan

- Our team will prepare an Industrial Wastewater Treatment Facility Plan that will comply with all MPCA requirements for Facility Plans including:
  - Review of historical flow and loading data and projections of future design flow and loadings. Future flow and loading considerations would include existing industries and other possible industries the City could serve in the future.
  - 2.1.2 An evaluation of the existing system and any deficiencies.
  - 2.1.3 Review of treatment alternatives to address current needs and proposed changes (including future regulations and additional loadings).
  - 2.1.4 Provide process flow diagram and general arrangement plan.
  - 2.1.5 Provide estimated operational and maintenance cost opinions.
  - 2.1.6 Provide opinions of probable construction costs for each alternative.
  - 2.1.7 Provide preliminary construction sequence and schedule
  - 2.1.8 Provide discussion on financing alternatives.
  - 2.1.9 Provide recommendations and implementation schedule to comply with NPDES permit and to upgrade aging infrastructure.
  - 2.1.10 Assist City in approving the plan and submitting to the MPCA.
  - 2.1.11 Assist City with other Clean Water Revolving Fund and Point Source Implementation Grant requirements if funding through the Public Facilities Authority is desired.

#### 3.0 **Estimated Fees**

- The following is a summary of the estimated fees for the work described above. 3.1 Meetings / Facility Plan \$75,000
- 3.2 The fees outlined above represent approximately 500+ hours of engineering effort that is anticipated to complete this Facility Plau and related items. It is recognized that some items may take more or less time to complete and that Bolton & Menk will be diligent in completing tasks in a time efficient manner to the satisfaction of Worthington.

#### 4.0 Schedule

Our team would propose the following schedule for this work:

September 2020	Kick-Off Meeting and detailed system review
October 2020	Data Collection and Recommend Testing
January 2021	Draft Report
January-February 2021	Review Facility Plan with City
February 2021	Public Hearing and Council Presentation on Facility Plan
March 2021	Finalize Plan and Submit to MPCA
June 4, 2021	Deadline to Request Placement on Intended Use Plan
June 30, 2021	MPCA Preliminary Facility Plan Approval
July 31, 2021	PSIG Applications Due

Steve Robinson City of Worthington August 27, 2020 Page 3

# **EXHIBIT I**

Thank you again for using Bolton & Menk, Inc. for your engineering needs. Please feel free to contact me if you have any questions or if you require any additional information at (507) 380-3206. I look forward to developing this comprehensive report for the City of Worthington and working together with your staff, local industries, and contract operations staff to meet the community's needs into the future. Enclosed is an agreement for engineering services matching previous agreements we have executed with the City. Please sign and return this executed document via email at your convenience.

Sincerely,

Bolton & Menk, Inc.

Kristopher J. Swanson, P.E.

Principal Engineer

Enclosure

cc: Lana Tullis, Bolton & Menk, Inc.

File

# CITY OF WORTHINGTON AND BOLTON & MENK, INC. TASK ORDER TO AGREEMENT FOR PROFESSIONAL SERVICES

TASK ORDER NO: 1

CLIENT: City of Worthington

CONSULTANT: Bolton & Menk, Inc.

DATE OF THIS TASK ORDER: September 14, 2020

# DATE OF MASTER AGREEMENT FOR PROFESSIONAL SERVICES: September 14, 2020

Whereas, CLIENT and CONSULTANT entered into a Master Agreement for Professional Services ("Master Agreement") as dated above; and CONSULTANT agrees to perform and complete the following Services for CLIENT in accordance with this Task Order and the terms and conditions of the Master Agreement. CLIENT and CONSULTANT agree as follows:

### 1.0 Scope of Services:

CONSULTANT shall perform the Services listed below or in the attached Scope. All terms and conditions of the Master Agreement are incorporated by reference in this Task Order, except as explicitly modified in writing herein.

CLIENT desires to extend Cecilee Street from its current end to Grand Avenue and to develop residential lots both north and south of the street on the tract of land owned by the City of Worthington. It is also desired to plat the parcel into the afore mentioned lots along with a lot for an apartment building and another for a movie theater. CONSULTANT will complete the following major tasks and scope:

- 1. Prepare preliminary and final plat documents
- 2. Preliminary engineering to provide schematic layouts and preliminary cost estimates
  - a. It is anticipated that a full Preliminary Engineering Report will not be necessary for this project since the City of Worthington is the property owner and the developer.
- 3. Final design to prepare plans, specifications, and contract documents
- 4. It is anticipated that two project meetings will be needed with CLIENT staff during preliminary and final design phases of the project.
- 5. Bidding assistance and bid award recommendation

Construction services are not included in this task order. It is anticipated that they will be included in a later task order once bidding is completed.

# 2.0 Fees:

CLIENT shall pay CONSULTANT in accordance with Section III of the Master Agreement and as follows or as described in the attached Scope. Total cost of services provided by CONSULTANT for this Task Order shall not exceed \$45,000.00 without prior approval of CLIENT. If a Preliminary Engineering Report is necessary or requested, the cost to prepare it would be an additional \$5,000. Fees will be invoiced on an hourly basis.

# 3.0 Schedule:

Schedule for performance of Services will be as follows or as set forth in attached Scope, such that all services will be completed by May 1, 2021. An estimated project schedule is as follows:

Platting	October 2020 – December 2020
Preliminary Design	October 2020 - November 2020
Final Design	December 2020 - February 2021
Bidding	March 2021
Construction	May 2021 – July 2021
Contract Closeout	August 2021

# 4.0 Deliverables

Deliverables will be as follows or as set forth in the attached Scope. Preliminary and final plats, construction plans, specifications, and contracts.

#### 5.0 Term

In the event that the Schedule for this Task Order extends beyond the term of the Master Agreement, either intentionally or unintentionally by Task Order Scope or by Task Order extension, then this Task Order shall operate to extend the Master Agreement through the completion of CONSULTANT'S obligations under this Task Order or until a new Master Agreement is executed incorporating this Task Order.

# 6.0 Other Matters

None.

#### 7.0 Project Managers

Project managers and contact information for the CLIENT and CONSULTANT for this Task Order, if different than the Master Agreement, are as follows:

# CLIENT:

Name: Steve Robinson Address: 303 Ninth Street

City, State, Zip: Worthington, MN 56187

Office Phone: 507-372-8600 Email: ser@ci.worthington.mn.us BOLTON & MENK, INC.

Name: Travis Winter, P.E.

Office Address 1501 South State Street, Ste 100

City, State, Zip: Fairmont, MN 56031

Office Phone: 507-238-4738

Email: travis.winter@bolton-menk.com

CLIENT:	BOLTON & MENK, INC.
Ву:	BY: trans L. Winter
Printed Name:	Printed Name: Travis Winter, P.E.
Title:	Title: Principal Engineer

ATTACHMENTS TO THIS TASK ORDER: None



#### **PUBLIC SAFETY MEMO**

**DATE: SEPTEMBER 11, 2020** 

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

# CASE ITEMS

# 1. CONSIDERATION OF A RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN THE CITY OF WORTHINGTON AND THE MINNESOTA BUREAU OF CRIMINAL APPREHENSION.

As part of normal operations, the City of Worthington Public Safety Department and Nobles County Sheriff's Office utilize a Records Management System (RMS), a Computer-Aided Dispatch system (CAD) and a mobile computing system. These systems require additional services from the State of MN through the Bureau of Criminal Apprehension (BCA). The BCA hosts the Criminal Justice Data Network (CJDN) through which computer interface is made between the State of Minnesota and law enforcement agencies. The State of MN requires a Joint Powers Agreement (JPA) with local agencies, which must be renewed every five years.

The JPA, *Exhibit 1*, allows our agency continued access to CJDN and other services offered by the BCA related to computer interface with the State of Minnesota.

The Court Data Services Subscriber Amendment, *Exhibit 2*, identifies and implements user obligations associated with the court system.

City Attorney Jesse Flynn has reviewed and approved the proposed Joint Powers Agreement and Subscriber Amendment (*Exhibits 1 and 2*).

The Worthington Police Department is requesting a resolution from Council authorizing Troy Appel, Public Safety Director to execute this agreement on behalf of the City of Worthington.

Staff recommends approval. Council action is requested to adopt the proposed resolution shown in *Exhibit 3*.

# 2. RESOLUTION AUTHORIZING EXECUTION OF TOWARD ZERO DEATHS GRANT AGREEMENT

The Minnesota Department of Public Safety, Office of Traffic Safety, has initiated the

process to participate in the Toward Zero Deaths Communities grant from October 1, 2020 through September 30, 2021. This grant pays for officers' overtime during the operational waves that focus on traffic safety and impaired driving enforcement. The City of Worthington is partnered with the Counties of Jackson, Cottonwood, Nobles and Rock and the City of Mountain Lake.

Adoption of the resolution shown as *Exhibit 4* will allow Director of Public Safety Troy Appel to execute the grant.

Council action is requested to adopt the resolution authorizing execution of the Toward Zero Deaths Grant Agreement.

# STATE OF MINNESOTA JOINT POWERS AGREEMENT AUTHORIZED AGENCY

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

#### Recitals

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

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

## **Agreement**

## 1 Term of Agreement

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

## 2 Agreement between the Parties

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

## 2.2 Methods of access.

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

- A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

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

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

- **2.4 Agency policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (preemployment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <a href="https://bcanextest.x.state.mn.us/launchpad/">https://bcanextest.x.state.mn.us/launchpad/</a>.
- **2.5 Agency resources.** To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <a href="https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx">https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx</a>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <a href="https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf">https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf</a>.

## 2.6 Access granted.

- A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.
- B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.
- **2.7 Future access.** On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- **2.8 Limitations on access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.
- **2.10 Requirement to update information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

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

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

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

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

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

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

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

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

## 3 Payment

The Agency agrees to pay BCA for access to the criminal justice data communications network described in Minn. Stat. § 299C.46 as specified in this Agreement. The bills are sent quarterly for the amount of One Hundred Fifty Dollars (\$150.00) or a total annual cost of Six Hundred Dollars (\$600.00).

Agency will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

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

## 4 Authorized Representatives

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

The Agency's Authorized Representative is Troy Appel, Public Safety Director, 1530 Airport Rd, Ste 300, Worthington, MN 56187, (507) 295-5400, or his/her successor.

## 5 Assignment, Amendments, Waiver, and Contract Complete

- **5.1** Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.
- **5.2** *Amendments.* Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- **5.3** *Waiver.* If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- **5.4** *Contract Complete.* This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## 6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

## 7 Audits

- **7.1** Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.
- **7.2** Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- **7.3** If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.
- **7.4** To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

## **8 Government Data Practices**

- **8.1 BCA and Agency.** The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.
- **8.2 Court Records.** If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

## 9 Investigation of alleged violations; sanctions

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

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

## 9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber

Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

- **9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.
- **9.2.2** If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

## 9.3 Sanctions Involving Only Court Data Services

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

- **9.3.1** Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.
- **9.3.2** Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

## 10 Venue

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

#### 11 Termination

- **11.1** *Termination.* The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.
- 11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

## 12 Continuing obligations

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



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

1. AGENCY	2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION
Name:	
Name:(PRINTED)	Name:
	(PRINTED)
Signed:	
	Signed:
Title:	
(with delegated authority)	Title:
, ,	(with delegated authority)
Date:	
	Date:
Name:	3. COMMISSIONER OF ADMINISTRATION
(PRINTED)	delegated to Materials Management Division
(	Ву:
	•
Signed:	Date:
Title:	
(with delegated authority)	
<u>.</u>	
Date:	

# COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

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

## **Recitals**

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 181929, of even or prior date, for Agency use of BCA systems and tools (referred to herein as "the CJDN Subscriber Agreement"). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

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

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

- **a.** "Authorized Court Data Services" means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA.
- **b.** "Court Data Services" means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is <a href="www.courts.state.mn.us">www.courts.state.mn.us</a>) or other location designated by the Court, as the same may be amended from time to time by the Court.
- **c.** "Court Records" means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:
  - i. "Court Case Information" means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
  - ii. "Court Confidential Case Information" means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
  - iii. "Court Confidential Security and Activation Information" means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
  - iv. "Court Confidential Information" means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.
- **d.** "**DCA**" shall mean the district courts of the state of Minnesota and their respective staff.
- e. "Policies & Notices" means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber's use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

- f. "Rules of Public Access" means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.
- **g.** "Court" shall mean the State of Minnesota, State Court Administrator's Office.
  - **h.** "Subscriber" shall mean the Agency.
- **i.** "Subscriber Records" means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.
- 3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.
  - **a. Activation**. Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.
  - **b. Rejection**. Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.
  - c. Requests for Termination of One or More Authorized Court Data Services. The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.
- 4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

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

## **5. GUARANTEES OF CONFIDENTIALITY.** Subscriber agrees:

- **a.** To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.
- **b.** To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.
- c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.
- **d.** That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.
- e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.
- 6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

- 7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.
  - **a.** Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.
  - **b.** Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.
  - **c. Marks.** Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."
  - Restrictions on Duplication, Disclosure, and Use. Trade secret information d. of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

- e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.
- Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.
- 8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.
- 9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

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

## **11**. [reserved]

- 12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.
  - a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.
  - b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.
  - c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.
  - d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

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

- 13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.
- **14. MODIFICATION OF FEES.** Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

## 15. WARRANTY DISCLAIMERS.

- **a. WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.
- **b.** ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.
- 16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.
- 17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

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

- 18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.
- 19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.
- **20. SEVERABILITY.** Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.
- 21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.
- **22. GOVERNING LAW.** This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.
- 23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.
- **24. INTEGRATION**. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

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



## 1. SUBSCRIBER (AGENCY)

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

Name:
Name:(PRINTED)
Signed:
Title:
(with delegated authority)
(Will delegated additionly)
Date:
Name:
(PRINTED)
,
Signed:
£
Title:
(with delegated authority)
(with delegated authority)
Data
Date:

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

Name:
(PRINTED)
Signed:
Title:
(with delegated authority)
Date:
3. COMMISSIONER OF ADMINISTRATION delegated to Materials Management Division
By:
Date:
4. COURTS
Authority granted to Bureau of Criminal Apprehension
Name:(PRINTED)
, ,
Signed:
Title:
(with authorized authority)
Data

RESOLUTION NO.	
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# RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF WORTHINGTON ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT

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

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

- 1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Worthington on behalf of its Prosecuting Attorney and Police Department, are hereby approved.
- 2. That the Public Safety Director, Troy Appel, or his successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

th day of September, 2020.
CITY OF WORTHINGTON
By: Mike Kulhle Its Mayor

## RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT

Be it resolved that the Worthington Police Department enter into a grant agreement with the Minnesota Department of Public Safety, Office of Traffic Safety, for the project entitled Toward Zero Deaths during the period from October 1, 2020 through September 30, 2021.

The Public Safety Director, Troy Appel, of Worthington is hereby authorized to execute such agreements and amendments as are necessary to implement the project on behalf of the Worthington Police Department and to be the fiscal agent and administer the grant.

I certify that the above resolution was adopted by the City Council of Worthington, Minnesota on September 14, 2020.

(SEAL)	CITY OF WORTHINGTON
	Mayor
Attest:	
City Clerk	



## **PUBLIC WORKS MEMO**

**DATE: SEPTEMBER 10, 2020** 

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

## **CASE ITEMS**

## 1. ACCEPT A DONATION FROM BEDFORD INDUSTRIES

In 2016 representatives from Bedford Industries approached Public Works staff about making some improvements and additions to Ludlow Park. The property that Ludlow Park is located on was donated by H.J. Ludlow, whose descendant Bob Ludlow, founded the local company called Bedford Industries.

Starting in 2017, Bedford Industries in cooperation with the City of Worthington, has made substantial improvements to Ludlow Park. Some of these improvements include a new Amphitheater, new sidewalks, donated benches and a new parking lot. In 2019 City Public Works staff, included in their CIP, a new restroom for Ludlow Park. Staff was informed by Bedford Industries that they would be a willing partner in this new restroom. Bedford Industries offered a \$50,000.00 donation, towards the instillation of this new restroom.

In May of 2020, City staff completed the restroom project, and last week the City received a \$50,000.00 donation from Bedford Industries representatives.

The City of Worthington is very appreciative of the partnership that we have had with Bedford Industries and we look forward to making future improvements to Ludlow Park.

Council action is requested to adopt the resolution accepting the donation of \$50,000.00, and authorize the Mayor and City Clerk to sign any necessary agreements.

## 2. ACCEPT BEDFORD TECHNOLIGIES FENCE DONATION

Bedford Technologies, approached City Public Works staff, asking if we would be interested in displaying new Split Rail fence product, called SmarterFence, that they have been developing. After looking at a couple of proposed fencing sites, it was agreed that



new fencing would be needed at the parking lot by Olson Puppy Park. At the present time we have a metal cable that defines the parking area boundary. Bedford Technologies has agreed to provide 128 feet of their SmarterFence product, in exchange for being to market and document it's installation. Bedford Technologies proposal, along with a picture of the site, is include as *Exhibit 2B*.

Council action is requested to consider Bedford Technologies proposal and if accepted, authorize the Mayor and City Clerk, to sign any necessary agreements.

## 3. APPROVE AIRPORT CHANGE ORDER

Henning Construction, our contactor for the Airport Apron Reconstruction project, has proposed a change order for the project. This change order (*Exhibit 3*) would involve installation of a new stormwater catch basin structure. The total cost of this change order would be \$5,800.00. Bolton and Menk, the City's airport consultant, has gotten FAA approval to pay a large portion of this proposed change order. Of the \$5,800.00 change, the federal and state portions would cover 93.4% of the total. The additional expense to the City would be \$383.00

Council action is requested to approve change order number one, for the Airport Apron Reconstruction project.

## 4. DECLARE CITY OWNED BUILDINGS AS SURPLUS PROPERTY

In accordance with our City Surplus Property Policy, any disposal of City owned buildings, shall be declared surplus property by City Council. Staff is proposing that the 5 following buildings be declared surplus property.

- The police storage building located at 707 South Shore Drive.
- The former park shop located at 707 South Shore Drive
- The semi-trailer storage building at 700 2<sup>nd</sup> Ave. (Fieldhouse site)
- The 2 former maintenance shops at 700 2<sup>nd</sup> Ave. (Fieldhouse site)

Staff is proposing that we advertise these buildings for sale, to relocate or salvage, by sealed bid. After discussions with the City's insurance representative, there will be strict requirements for prospective bidders, regarding insurance and also timelines for removal. If there are no bids received, then staff will have demolition plans prepared and will take quotes to remove these buildings.

Council action is requested to declare the above listed buildings as surplus property and authorize staff to list them for disposal.



## 5. APPROVE PARK SALES TAX PROJECT CHANGE ORDER

Clair Van Grouw Construction, the City's contractor on our Sales Tax Park projects, has proposed a change order number two. This change order would include the following:

- Soil corrections at Centennial Shelter House, Buss Field Restroom, and Slater Restroom and Shelter. These costs include labor and materials.
- Install an electric heater, instead of a natural gas heater, in the family restroom at Slater Park.

The cost associated with these proposed changes are:

\$71,045.00 for the soil corrections. \$1,743.93 for the change to electric heat.

The total cost of this change order would be \$72,788.93. Included in your packet is a signed change order and estimated cost associated with each of these changes. Our current contract price is \$1,131,453.00. Our new contract price with this proposed change order would be \$1,204,241.93. The original architects estimate for this project was \$1,625,000.

Council action is requested to approve change order number two, for the Park Sales Tax projects.

## 6. APPROVE 10<sup>TH</sup> STREET PLAZA CHANGE ORDER

DK Buildings LLC, our contactor for our Downtown Plaza, has submitted change order number one, (*Exhibit 5*) for this project. This change order has two components, the first is for removal of unknown items on the site and the second is for soil corrections on the site. There were a number of unknown footings, utilities and parts of the former gas station that needed to be removed during excavation. The soil corrections that were required for this project included a small over dig for the restroom footings and a substantial amount of aggregate be placed under the shelter floor. These soil corrections were recommended by our consultant with American Testing.

Included as Exhibit 5B, in your packet, is a breakdown of these cost from our civil engineer on the project and a letter from American Testing, stating his reasoning for these corrections. The change order amount of \$37,718.00, will bring our total contract price to \$1,185,218.00. Our estimated cost for the project was \$1,601,799.82.

Council action is requested to approve change order number one for the Downtown Plaza project.

RESOL	JITION	NO.	

## A RESOLUTION ACCEPTING A DONATION OF PERSONAL PROPERTY

WHEREAS, the City of Worthington has been notified that *Bedford Industries*, hereinafter "Donor" desires to donate personal property to the City; and

WHEREAS, Donor has placed the following restrictions upon gift: The funds will be used to offset the cost of the Ludlow Park restroom; and

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

NOW, THEREFORE, be it RESOLVED:

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

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

Approved this	day of	, 20	, by a two thirds majority vote of the
Worthington City C	Council with the follow	wing members	voting in favor thereof:
		; and the	e following members opposed: (if not, so state).
CITY OF WORTH	INGTON		
BY: Mike Kuhle	e, Its Mayor		
Mindy Egge	ers, Its Clerk		

Exhibit 1

<b>RESOLUTION NO.</b>	
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## A RESOLUTION ACCEPTING A DONATION OF PERSONAL PROPERTY

WHEREAS, the City of Worthington has been notified that *Bedford Technology*, hereinafter "Donor" desires to donate personal property to the City; and

WHEREAS, Donor has placed the following restrictions upon gift: The fence will be placed at the Olson Puppy Park; and

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

NOW, THEREFORE, be it RESOLVED:

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

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

		; and the following members opposed:
	,	, (if not, so state).
CITY OF WORT	HINGTON	
BY:		
	le, Its Mayor	<del></del>
Mindy Fo	gers, Its Clerk	<del></del>



## Split Rail: SmarterFence install proposal –

Location: Worthington Dog Park

City of Worthington contact: Todd Wietzema, Director of Public Works City of Worthington, MN.

Project Proposed: 128 feet of Split Rail SmarterFence with 2 rails and a single 90 degrees turn into Disc Golf/Trail area.

- Replacing an older unkept metal post and cable parking blockade. (see attached)
- Would be open to paying a discounted rate, but advertising signage wouldn't be allowed.
  - o Small enough test application that no charge would be more beneficial especially with potential future projects replacing all existing Wood Split Rail (bike bridge, see attached)
- Will want us to set-up and install with the assistance of Public Works equipment & resources.
  - o Drilling Holes
  - o Help Setting Posts
  - Cement provided

Materials: 16 kits of 2 rail SmarterFence – Split Rail design, with a Chestnut or Antique Mahogany.

Retail Pricing Per SmarterFence Brochure:

- 16 kits of 2 rail in Chestnut Tier 5 \$131.45 per kit
  - o Total for 16 = \$2,103.20
- 1 Additional Corner Post Tier 5 \$83.64

Proposal is to donate the materials, so that we will have full availability to market and add signage onsite as well as document installation.



**Exhibit 2B** 

## CHANGE ORDER

No.\_1

	SOUTH APRON I			
DATE OF ISSUANCE AUGUS	T 13, 2020			
OWNER CITY OF WORTHING	GTON, MN	,	Contract No. <u>FAA AIP 3-27-0116-16-20</u>	
CONTRACTOR HENNING CONSTRUCTION			ENGINEER SILAS PARMAR, P.E.	
You are directed to make the fol	lowing changes in the Co	ontract Documents.		
Description: Construct new cate	ch basin.			
CHANGE IN CONTRACT PRICE: Original Contract Price			CHANGE IN CONTRACT TIMES: Original Contract Time:	
\$ <u>480.787.25</u>		30 Working Day	'S	
Net changes from previous Change Orders No to No.		Net changes from previous Change Orders No to No.		
\$ 0.00		<u>o</u>		
Contract Price Prior to this Change Order		Contract Times prior to this Change Order:		
\$ <u>480,787.25</u>		30 Working Days		
Net Increase of this Change Or	der	Net Increase (decrease) of this Change Order		
\$ <u>5,80</u> 0.00		<u>0</u>		
Contract Price with all approve	ed Change Orders	Contract Times with all approved Change Orders		
\$ 486,587,25		30 Working Days		
RECOMMENDED:	APPROVED:	<u>,                                     </u>	ACCEPTED:	
By:	By:		By: Andy Berg Henning Construction	
Date: <u>August 13, 2020</u>	Date:		Date:	

CHANGE ORDER PAGE 00991-1



## Change Order

PROJECT: (Name and address)
Park Shelter Buildings
Worthington, MN

OWNER: (Name and address) City of Worthington 303 Ninth Street

Worthington, MN 56187

CONTRACT INFORMATION:

Contract For: General Construction Date: March 16, 2020

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

Change Order Number: 002 Date: September 8, 2020

Worthington, MN 56187

CONTRACTOR: (Name and address) Clair Van Grouw Construction, Inc. 700 8th Avenue PO Box 74

#### 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.)

- Provide soil corrections at Stater Park, Centennial Park and Buss Field Restroom and Shelter Buildings. Added cost for labor and materials: \$71,045.00
- Replace gas heater with electric heater at Slater Park Restroom Building, Added cost for labor and materials: \$1,743,93

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

\$ 1,25,000.00

\$ 6,453.00

\$ 1,131,453.00

The new Contract Sum including this Change Order will be

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be unchanged

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.	Clair Van Grouw Construction, Inc.	City of Worthington
ARCHITECT (Firm name)	CONTRACTOR (Firm nume)	OWNER (Firm name)
Brin Bayon	11- Hand wom	
SIGNATURE	SIGNATURE	SIGNATURE
Brian Bergstrom	Clair Van Groupe	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
9/8/2020	9/9/2020	
DATE	DATE	DATE

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From: Clair Van Grouw

Sent: Wednesday, July 8, 2020 5:05 PM

To: Brian Bergstrom

Cc: Steve E. Robinson; Todd E. Wietzema

Subject: FW: change order

Sent from Mail for Windows 10

From: Clair Van Grouw

Sent: Tuesday, July 7, 2020 2:07 PM

To: Todd E. Wietzema

Cc: Steve E. Robinson; Brian Bergstrom

Subject: change order

Todd

I met with Jerry Schmidt and got some clarification on billing

Here is the numbers after the clarification

Centennial Labor 8960.00 Material 24,029.00/ 534 cubic yards Total 32,989.00

Slater

Labor 10,620.00 Material 10,500.00/ 233 cubic yards Total 21,120.00

Buss Labor 8505.00 Material 8431.00/ 187 cubic yards Total 16,936.00

Total for all three sites 71,045.00

Sent from Mail for Windows 10





## Clair Van Grouw Construction

Residential & Commercial & Ag

cvgconstruction@hotmail.com 700 8th Ave Worthington, MN 56187 Telephone: (507) 360-6049 Fax: (507) 372-7825

July 24, 2020
City of Worthington Parks Project
Change order request for the electric heater for Slater Park location
Deduct for removal of gas unit heater -\$937.62
Increase for switch to electric heater as requested \$2526.01
Total change order increase \$1585.39
Profit and overhead cost 10% 158.54

Total increase \$1743.93



## Change Order

PROJECT: (Name and address) 10th Street Plaza 903 2nd Avenue Worthington, MN 56187

OWNER: (Name and address) City of Worthington 303 Minth Street

Worthington, MN 56187

CONTRACT INFORMATION: Contract For: General Construction

Date: August 03, 2020

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

CHANGE ORDER INFORMATION: Change Order Number: 001 Date: 09/10/2020

CONTRACTOR: (Name and address)

DK Buildings, LLC 2625 Fox Farm Drive Worthington, MN 56187

#### THE CONTRACT IS CHANGED AS FOLLOWS:

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

1.) Removal of miscellanious buried materials found during site excavation.

Total added cost of labor and materials: \$16,438.00

2.) Soil corrections for building areas, including removals, backfill and complaction of fill materials. Total added cost of labor and materials: \$21,280.00

The original Contract Sum was

The net change by previously authorized Change Orders The Contract Sum prior to this Change Order was

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

The new Contract Sum including this Change Order will be

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

The new date of Substantial Completion will be unchanged

1,147,500.00 0.00 1,147,500.00 37,718.00 1,125,218.00

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. ARCHITECT (Firm name)	DK Buildings, LLC CONTRACTOR (Firm name)	City of Worthington OWNER (Firm name)
SIGNATURE SOLVER	SIGNATURE	SIGNATURE
Brian Bergstrom, AIA, Project Manager PRINTED NAME AND TITLE 9.10.2020	Daniel Krueger, President PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE	DATE

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(389ADA-4)



I broke the Change Order 1 costs into two categories which might be useful information:

Removal of unknown items = \$ 16,438.00 Building soils correction = \$ 21,280.00

Tom James directed the area of soils correction (2.5' x 13' x 5') under the restroom footings when he was doing his inspection.

He also indicated last Friday that he recommends a minimum of 24" granular material under the pavilion building floor since it is not heated. I asked Dan to include a cost for the additional 18" granular (6" was already included in his bid). I also asked Tom James to provide something in writing indicating his recommendation.

Larye Mick, PE Midwest Engineering 726 Dugdale Avenue Worthington, MN 56187-3067

Steve and Todd,

Last Friday, September 4<sup>th</sup>, 2020, I visited the 10<sup>th</sup> Street Pavilion to observe the soils exposed in the base of the excavation for the strip footing area. Soils exposed are suitable for a maximum load bearing capacity of 1500 psf. We understand that the Pavilion slab on grade area will be unheated, it is our opinion that a two foot thick layer of pit run material meeting MN/Dot select granular backfill specifications be placed below the slab to mitigate frost movement. Please call or email me with any questions you may have.

Thanks, Tom





## **ENGINEERING MEMO**

DATE: SEPTEMBER 10, 2020

TO: HONORABLE MAYOR AND COUNCIL

SUBJECT: ITEMS REQUIRING COUNCIL ACTION OR REVIEW

## **AGENDA CASE ITEMS**

## 1. AWARD CONTRACT FOR CHERRYWOOD ADDITION STORM SEWER IMPROVEMENT

Staff will have a recommendation on award of a contract for bids to be received at 2:00 p.m. on September 10, 2020. The project consist of the larger sized storm sewer improvement including a bioretention pond for treatment for the area to be developed.

## 2. CALL FOR HEARINGS ON PROPOSED ASSESSMENTS

## Improvements and Miscellaneous Charges

Exhibit 1 contains a Resolution Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessment, and a Resolution Calling for Hearing on Proposed Assessment for each of the following:

## **SANITARY SEWER IMPROVEMENT NO. 113**

• East Avenue from Spring Avenue to 950 feet southeast.

## **PAVING IMPROVEMENT NO. 115**

•East Avenue from C.S.A.H. 5 to 565 feet east of the east right-of-way line of C.S.A.H. 5.

## **2020 MISCELLANEOUS UNPAID CHARGES**

- Removal of Ice and Snow
- Removal of Solid Waste
- Removal of Noxious Weeds and Vegetation
- Street Lighting Special Service Charge

Exhibit 1 also contains a Resolution Declaring Reassessment and a Resolution Calling for Hearing on Proposed Reassessment as to tract of land located in the Northeast Quarter of the Southwest Quarter south of I-90, Section 13-102-40, City of Worthington, Nobles County, Minnesota. It is the property on which the entertainment spec building is located. The reassessment is to be the proportional share of the balance of assessments for



Water Main Improvement No. 74-09 that had been cancelled due to tax forfeiture.

The property was returned to private ownership. The issuance of the building permit for the entertainment spec building is cause for property to be deemed developed.

## Additional Assessments

Exhibit 1 also contains a Resolution Declaring Benefit to be Assessed and Calling for Hearing on Proposed Additional Assessment regarding a tract of land located in the Northeast Quarter of the Southwest Quarter south of I-90, Section 13-102-40, City of Worthington, Nobles County, Minnesota.

The connection of the entertainment spec building located at 1631 Darling Drive to the municipal wastewater collection system is cause to initiate the additional assessment. That portion of the property had not been assessed lateral or trunk benefit for Sanitary Sewer Improvement No. 88. The additional assessment is a trunk assessment only as the lateral improvement was developer installed.

## Recommendation

Staff recommends that Council pass the two resolutions for each of the improvements and the special services/charges, and pass the single resolution for the reassessment of cancelled assessments and for the additional assessment. The resolutions call for the hearings to be held at the October 12, 2020 Council meeting. If it is anticipated that the meeting will not be held, the hearing could be set for any time from October 7 through October 14, 2020. The proposed assessment rolls are also included in Exhibit 1.

**BLUE** 

#### RESOLUTION NO. 2020-09-

## DECLARING COST TO BE ASSESSED AND ORDERING PREPARATION OF PROPOSED ASSESSMENT

WHEREAS, Costs have been determined for the improvement of East Avenue from Spring Avenue to 950 feet southeast by extension of the municipal wastewater collection system; and

**WHEREAS**, The contract price for said improvement is \$84,146.00, and the expenses incurred or to be incurred in the making of said improvement amount to \$18,547.07 for a total cost of said improvement of \$102,693.07.

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

- 1. Of the total improvement cost, the City will pay \$37,589.00 its share for non-assessable costs.
- 2. Of the total improvement cost, the City will pay \$47,646.48 for assessable costs designated as City Share.
- 3. Of the total improvement cost, \$5,463.21 is to be provided for from the Sanitary Sewer Trunk Account.
- 3. The amount to be assessed to the properties benefitted by the making of said improvement at this time is hereby declared to be \$11,994.38.
- 4. The City Clerk, with the assistance of the Acting City Engineer, shall forthwith calculate the proper amount to be specially assessed for said improvement against every assessable lot, piece, or parcel of land benefitted by said improvement, without regard to cash valuation, as provided by law, and shall file a copy of such proposed assessment in the Office of the City Clerk for public inspection.
- 5. The Clerk shall, upon the completion of such proposed assessment, notify the Council thereof.

Adopted by the City Council of the City of Worthington, Minnesota, this the 14<sup>th</sup> day of September, 2020.

Mike Kuhle, Mayor	
	Mike Kuhle, Mayor



### RESOLUTION NO. 2020-09-

## CALLING FOR HEARING ON PROPOSED ASSESSMENT

*WHEREAS*, Pursuant to Resolution No. 2020-09-, adopted by the City Council on September 14, 2020, the City Clerk was directed to prepare a proposed assessment of the cost of the improvement of East Avenue from Spring Avenue to 950 feet southeast by extension of the municipal wastewater collection system;

and

**WHEREAS**, The Clerk has notified the Council that such proposed assessment have been completed and filed in the Office of the City Clerk for public inspection.

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

- 1. A hearing shall be held on October 12, 2020, in the Council Chambers of City Hall, 303 Ninth Street, Worthington, Minnesota, at 7:00 P.M. to pass upon such proposed assessments, and at such time and place all persons owning property benefitted by said improvements will be given an opportunity to be heard with reference to such assessments.
- 2. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessments to be published once in the official newspaper at least two weeks prior to the hearing, and shall state in the notice the total amount of the proposed assessments for said improvements. The Clerk shall also cause mailed notice to be given to the owner of each parcel described in the assessment rolls not less than two weeks prior to the hearing.
- 3. It shall be proposed that said assessment be payable in equal annual installments extending over a period of fifteen (15) years, the first of said installments to be payable on or before the first Monday in January 2021, being January 4<sup>th</sup>, and shall bear interest at the rate of three and one tenth percent (3.1%) per annum from the date of the adoption of the assessment resolution. To said first installment shall be added interest on the entire assessment from the date of the assessment resolution until December 31, 2021. To each subsequent installment when due shall be added interest for one year on all unpaid installments.
- 4. The owner of any property so assessed may, at any time prior to November 15, 2020, pay to the City of Worthington Assessment Clerk the whole of said assessment on such property, with interest accrued to the date of payment, except that no interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of the assessment. The owner of any property so assessed must thereafter pay to the County Treasurer of said county, the installment and interest that is in the process of



Resolution No. 2020-09-September 14, 2020

collection on the current tax lists, and may pay to the City of Worthington Assessment Clerk the remaining balance of the assessment. Such payment must be made before November 15<sup>th</sup> or interest will be charged through December 31<sup>st</sup> of the next succeeding year. Partial prepayments may also be made in accordance with the provisions of Section 94.25 of City Code.

Adopted by the City Council of the City of Worthington, Minnesota, this the 14<sup>th</sup> day of September, 2020.

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



#### RESOLUTION NO. 2020-09-

## DECLARING COST TO BE ASSESSED AND ORDERING PREPARATION OF PROPOSED ASSESSMENT

**WHEREAS**, Costs have been determined for improvement of East Avenue from C.S.A.H. 5 to 565 feet east of the east right-of-way line of C.S.A.H. 5, or portion thereof, by grading, base construction, and surfacing;

and

**WHEREAS**, The contract price for said improvement is \$125,740.81, and the expenses incurred or to be incurred in the making of said improvement amount to \$40,722.49 for a total cost of said improvement of \$166,463.30.

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

- *1.* Of said total improvement cost, the City will pay \$47,005.43 as its share for non-assessable costs.
- 2. The assessable cost of said improvement is hereby declared to be \$119,457.87.
- 3. The City Clerk, with the assistance of the Acting City Engineer, shall forthwith calculate the proper amount to be specially assessed for said improvement against every assessable lot, piece, or parcel of land benefitted by said improvement, without regard to cash valuation, as provided by law, and shall file a copy of such proposed assessment in the Office of the City Clerk for public inspection.
- 4. The Clerk shall, upon the completion of such proposed assessment, notify the Council thereof.

Adopted by the City Council of the City of Worthington, Minnesota, this the 14<sup>th</sup> day of September, 2020.

(SEAL)		
		Mike Kuhle, Mayor
Attest:		
	dy L. Eggers, City Clerk	-



#### RESOLUTION NO. 2020-09-

### CALLING FOR HEARING ON PROPOSED ASSESSMENT

*WHEREAS*, Pursuant to Resolution No. 2020-09- , adopted by the City Council on September 14, 2020, the City Clerk was directed to prepare a proposed assessment of the cost of improving East Avenue from C.S.A.H. 5 to 565 feet east of the east right-of-way line of C.S.A.H. 5, or portion thereof, by grading, base construction, and surfacing;

and

**WHEREAS,** The Clerk has notified the Council that such proposed assessment has been completed and filed in the Office of the City Clerk for public inspection.

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

- 1. A hearing shall be held on October 12, 2020, in the Council Chambers of City Hall, 303 Ninth Street, Worthington, Minnesota, at 7:00 P.M. to pass upon such proposed assessment, and at such time and place all persons owning property benefitted by said improvement will be given an opportunity to be heard with reference to such assessment.
- 2. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and shall state in the notice the total amount of the proposed assessment for said improvement. The Clerk shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.
- 3. It shall be proposed that said assessment be payable in equal annual installments extending over a period of fifteen (15) years, the first of said installments to be payable on or before the first Monday in January 2021, being January 4<sup>th</sup>, and shall bear interest at the rate of three and one tenth percent (3.1%) per annum from the date of the adoption of the assessment resolution. To said first installment shall be added interest on the entire assessment from the date of the assessment resolution until December 31, 2021. To each subsequent installment when due shall be added interest for one year on all unpaid installments.
- 4. The owner of any property so assessed may, at any time prior to November 15, 2020, pay to the City of Worthington Assessment Clerk the whole of said assessment on such property, with interest accrued to the date of payment, except that no interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of the assessment. The owner of any property so assessed must thereafter pay to the County Treasurer of said county, the installment and interest that is in the process of



Resolution No. 2020-09-September 14, 2020

collection on the current tax lists, and may pay to the City of Worthington Assessment Clerk the remaining balance of the assessment. Such payment must be made before November 15<sup>th</sup> or interest will be charged through December 31<sup>st</sup> of the next succeeding year. Partial prepayments may also be made in accordance with the provisions of Section 94.25 of City Code.

Adopted by the City Council of the City of Worthington, Minnesota, this the 14<sup>th</sup> day of September, 2020.

SEAL)		
		Mike Kuhle, Mayor
\ttest		

Mindy L. Eggers, City Clerk

**BLUE** 

#### RESOLUTION NO. 2020-09-

## DECLARING COST TO BE ASSESSED AND ORDERING PREPARATION OF PROPOSED ASSESSMENT

**WHEREAS,** Pursuant to Chapter 94 of the City Code, the City has undertaken the removal of ice and snow on the public sidewalks abutting various parcels of property within the City of Worthington, and the total cost of the unpaid charges for said ice and snow removal is \$2,780.00; and

**WHEREAS,** Pursuant to Chapter 96 of the City Code, the City has undertaken the removal of noxious weeds and vegetation exceeding a height of six inches on various parcels of property within the City of Worthington, and the total cost of the unpaid charges for said vegetation removal is \$2,068.00; and

**WHEREAS,** Pursuant to Chapter 92 of the City Code, the City has removed solid waste from various parcels of property and/or boulevards abutting such parcels within the City of Worthington, and the total cost of the unpaid charges for said solid waste removal is \$272.02; and

*WHEREAS,* Pursuant to Chapter 55 of the City Code, the City has determined that every developed property benefits from the safety and convenience of street lights and that a special service charge shall be billed to each developed property, and the total cost of the unpaid charges for the street lighting special service charge is \$80.10; and

WHEREAS, The summation of the unpaid costs of said unpaid charges is \$5,200.12.

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

- 1. The City will pay \$0.00 as its share of cost for said unpaid charges.
- **2.** The cost of said unpaid charges to be specially assessed is hereby declared to be \$5,200.12.
- 3. The City Clerk, with the assistance of the Acting City Engineer, shall forthwith calculate the proper amount to be specially assessed for said unpaid charges against every lot, piece, or parcel of land so affected within the City of Worthington, without regard to cash valuation, as provided by law, and shall file a copy of such proposed assessment in the Office of the City Clerk for public inspection.
- 4. The Clerk shall, upon the completion of such proposed assessment, notify the Council thereof.

Adopted by the City Council of the City of Worthington, Minnesota, this the 14th day of September, 2020.

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



#### RESOLUTION NO. 2020-09-

#### CALLING FOR HEARING ON PROPOSED ASSESSMENT

*WHEREAS,* Pursuant to Resolution No. 2020-09- , adopted by the City Council on September 14, 2020, the City Clerk was directed to prepare a proposed assessment of the costs of the following described unpaid charges:

- •Removal of Ice and Snow
- •Removal of Noxious Weeds and Vegetation
- •Removal of Solid Waste
- Street Light Special Service Charge

and

**WHEREAS,** The Clerk has notified the Council that such proposed assessment has been completed and filed in the Office of the City Clerk for public inspection.

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

- 1. A hearing shall be held on October 12, 2020 in the Council Chambers of City Hall, 303 Ninth Street, Worthington, Minnesota, at 7:00 p.m. to pass upon such proposed assessment, and at such time and place all persons owning property affected by said unpaid charges will be given an opportunity to be heard with reference to such assessment.
- 2. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and shall state in the notice the total amount of the proposed assessment for said unpaid charges. The Clerk shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.
- 3. It shall be proposed that said assessment be payable in one (1) installment, said installment to be payable on or before the first Monday in January 2021, being January 4, and shall bear interest at the rate of four and zero-tenths per cent (4.0%) per annum from the date of the adoption of the assessment resolution. To said assessment shall be added interest on the entire assessment from the date of the assessment resolution until December 31, 2021.
- 4. The owner of any property so assessed for said unpaid charges may, at any time prior to November 15, 2020, pay to the City of Worthington Assessment Clerk the whole of said assessment on such property, with interest accrued to the date of payment, except that no interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of the assessment. The owner of any property so assessed must thereafter pay to the County Treasurer of said county, the assessment and interest that is in the process of collection on the current tax lists. Partial prepayments may also be made in accordance with the provisions of Section 94.25 of City Code.

Adopted by the City Council of the City of Worthington, Minnesota, this the 14th day of September, 2020.

(SEAL)		
		Mike Kuhle, Mayor
Attest: Mindy L. Eggers.	Citv Clerk	



#### RESOLUTION NO. 2020-09-

## DECLARING REASSESSMENT OF WATER MAIN IMPROVEMENT NO. 74-09.

WHEREAS, Pursuant to Minnesota Statutes 282.07, special assessments in the amount of \$15,394.64 for Water Main Improvement No. 74-09 levied by the City of Worthington upon the following described property were cancelled due to tax forfeiture of said property to the State of Minnesota:

That part of the Northeast Quarter of the Southwest Quarter of Section 13, Township 102, Range 40, City of Worthington, Nobles County, Minnesota, described as follows:

Beginning at the southwest corner of the plat of Northland Park Second Addition, according to the recorded plat thereof; thence on an assumed bearing of North 0 degrees 02 minutes 22 seconds East, along the westerly line of said plat, a distance of 216.86 feet; thence North 89 degrees 09 minutes 44 seconds West, along said westerly line, a distance of 17.00 feet; thence North 0 degrees 02 minutes 22 seconds East, along said westerly line, a distance of 128.55 feet to the northwest corner of said Northland Park Second Addition; thence North 89 degrees 09 minutes 44 seconds West, along the south line of a tract as recorded in Document No. 260443, a distance of 155.00 feet to the southwest corner of said tract; thence North 0 degrees 02 minutes 22 seconds East, along the westerly line of said tract, a distance of 172.64 feet; thence North 89 degrees 01 minutes 47 seconds West, along said westerly line, a distance of 135.00 feet; thence North 0 degrees 02 minutes 22 seconds East, along said westerly line, a distance of 70.01 feet; thence South 89 degrees 01 minutes 47 seconds East, along said westerly line, a distance of 135.00 feet; thence North 0 degrees 02 minutes 22 seconds East, along said westerly line, a distance of 438.36 feet to the northwest corner of said tract as recorded in Document No. 260443; thence North 89 degrees 09 minutes 45 seconds West, along the southerly right of way line of Interstate Highway No. 90, a distance of 342.23 feet to the northeast corner of a tract as recorded in Document No. 260600; thence South 0 degrees 00 minutes 30 seconds West, along the east line of said tract, a distance of 437.57 feet to the southeast corner of said tract; thence North 89 degrees 01 minutes 16 seconds West, along the south line of said tract, a distance of 158.32 feet to the east line of a tract as recorded in Document No. 285896; thence South 0 degrees 00 minutes 30 seconds West, along the east line of said tract, a distance of 243.82 feet an iron monument; thence continuing South 0 degrees 00 minutes 30 seconds West, along said east line, a distance of 344.84 feet to the south line of the Northeast Quarter of the Southwest Quarter of said Section 13; thence South 89 degrees 06 minutes 50 seconds East, along said south line, a distance of 672.00 feet to the point of beginning;

and



Resolution No. 2020-09-September 14, 2020 Page 2 of 3

**WHEREAS**, The property has been returned to private ownership; and the following described portion thereof has been deemed to be developed as of August 9, 2019, as the result of the issuance of a building permit:

That part of the Northeast Quarter of the Southwest Quarter of Section 13, Township 102 North, Range 40 West, City of Worthington, Nobles County, Minnesota, described as follows: Commencing at the northwest corner of the plat of Northland Park Second Addition, according to the recorded plat thereof; thence on an assumed bearing of North 89 degrees 09 minutes 44 seconds West, along the south line of a tract as recorded in Document No. 260443, a distance of 155.00 feet to the southwest corner of said tract; thence continuing North 89 degrees 09 minutes 44 seconds West a distance of 500.18 feet to the east line of a tract as recorded in Document No. 285896; thence North 0 degrees 00 minutes 30 seconds East, along said east line, a distance of 243.82 feet to the south line of a tract as recorded in Document No. 260600; thence South 89 degrees 01 minutes 16 seconds East, along said south line, a distance of 158.32 feet to the southeast corner of said tract, said southeast corner being the point of beginning of the tract to be described; thence North 0 degrees 00 minutes 30 seconds East, along the east line of said tract, a distance of 437.57 feet to the northeast corner of said tract located on the southerly right of way line of Interstate Highway No. 90; thence South 89 degrees 09 minutes 45 seconds East, along said southerly right of way line, a distance of 342.23 feet to the northwest corner of said tract as recorded in Document No. 260443; thence South 0 degrees 02 minutes 22 seconds West, along the westerly line of said tract, a distance of 438.36 feet; thence North 89 degrees 01 minutes 47 seconds West, along said westerly line, a distance of 135.00 feet: thence continuing North 89 degrees 01 minutes 47 seconds West a distance 207.01 feet to the point of beginning;

and

*WHEREAS*, Pursuant to the provisions of Minnesota Statutes 429.071, Subd. 4, and in accordance with City Code, Chapter 94, Section 24, the developed property is to be subject to reassessment of the cancelled assessment less any proceeds apportioned to the City by the County of Nobles to discharge said assessment.

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

1. Said developed property is subject to reassessment of its proportional share of the cancelled assessments less any proceeds apportioned to the City by the County of Nobles to discharge said assessment. The amount to be reassessed is hereby declared to be \$2,473.99 for Water Main Improvement No. 74-09.



Resolution No. 2020-09-September 14, 2020 Page 3 of 3

- 2. The City Clerk, with the assistance of the Acting City Engineer, shall forthwith calculate the proper amount to be assessed against every assessable lot, piece, or parcel of property subject to reassessment for said improvement, without regard to cash valuation, as provided by law, and shall file a copy of such proposed assessment in Office of the City Clerk for public inspection.
- 3. The Clerk shall, upon the completion of such proposed assessment, notify the Council thereof.

Adopted by the City Council of the City of Worthington, Minnesota, this the 14th day of September, 2020.

(SEAL)		
	<u>-</u>	Mike Kuhle, Mayor
Attest:		
	Mindy L. Eggers, City Clerk	



#### RESOLUTION NO. 2020-09-

## CALLING FOR HEARING ON PROPOSED ASSESSMENT FOR REASSESSMENT OF WATER MAIN IMPROVEMENT NO. 74-09

*WHEREAS*, Pursuant to Resolution No. 2020-09- adopted by the City Council on September 14, 2020, the City Clerk was directed to prepare proposed assessments for the reassessment of Water Main Improvement No. 74-09 as to the following described property:

That part of the Northeast Quarter of the Southwest Quarter of Section 13, Township 102 North, Range 40 West, City of Worthington, Nobles County, Minnesota, described as follows:

Commencing at the northwest corner of the plat of Northland Park Second Addition, according to the recorded plat thereof; thence on an assumed bearing of North 89 degrees 09 minutes 44 seconds West, along the south line of a tract as recorded in Document No. 260443, a distance of 155.00 feet to the southwest corner of said tract; thence continuing North 89 degrees 09 minutes 44 seconds West a distance of 500.18 feet to the east line of a tract as recorded in Document No. 285896; thence North 0 degrees 00 minutes 30 seconds East, along said east line, a distance of 243.82 feet to the south line of a tract as recorded in Document No. 260600; thence South 89 degrees 01 minutes 16 seconds East, along said south line, a distance of 158.32 feet to the southeast corner of said tract, said southeast corner being the point of beginning of the tract to be described; thence North 0 degrees 00 minutes 30 seconds East, along the east line of said tract, a distance of 437.57 feet to the northeast corner of said tract located on the southerly right of way line of Interstate Highway No. 90; thence South 89 degrees 09 minutes 45 seconds East, along said southerly right of way line, a distance of 342.23 feet to the northwest corner of said tract as recorded in Document No. 260443; thence South 0 degrees 02 minutes 22 seconds West, along the westerly line of said tract, a distance of 438.36 feet; thence North 89 degrees 01 minutes 47 seconds West, along said westerly line, a distance of 135.00 feet; thence continuing North 89 degrees 01 minutes 47 seconds West a distance 207.01 feet to the point of beginning;

and

**WHEREAS,** The Clerk has notified the Council that such proposed assessments have been completed and filed in the Office of the City Clerk for public inspection.

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

1. A hearing shall be held on October 12, 2020, in the Council Chambers of City Hall, 303 Ninth Street, Worthington, Minnesota, at 7:00 P.M. to pass upon such proposed assessments, and at such time and place all persons owning property affected by reassessment for said improvements will be given an opportunity to be heard with reference to the assessments.



Resolution No. 2020-09-September 14, 2020 Page 2 of 2

- 2. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessments to be published once in the official newspaper at least two weeks prior to the hearing, and shall state in the notice the total amount proposed to be reassessed for said improvements. The Clerk shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.
- 3. It shall be proposed that the assessment be payable in equal annual installments extending over a period of fifteen (15) years, the first of said installments to be payable on or before the first Monday in January, 2021, being January 4<sup>th</sup>, and shall bear interest at the rate of six and five-tenths per cent (6.5%) per annum from the date of the adoption of the assessment resolution. To said first installment shall be added interest on the entire assessment from the date of the assessment resolution until December 31, 2021. To each subsequent installment when due shall be added interest for one year on all unpaid installments.
- 4. The owner of any property so assessed may, at any time prior to November 15, 2020, pay to the City of Worthington Assessment Clerk the whole of said assessment on such property, with interest accrued to the date of payment, except that no interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of the assessment. The owner of any property so assessed may thereafter pay to the County Treasurer of said county, the installment and interest that is in the process of collection on the current tax lists, and may pay to the City of Worthington Assessment Clerk the remaining balance of the assessment. Such payment must be made before November 15th or interest will be charged through December 31st of the next succeeding year. Partial prepayments may also be made in accordance with the provisions of Section 94.25 of City Code.

Adopted by the City Council of the City of Worthington, Minnesota, this the 14th day of September, 2020.

(SE.	AL)	
		Mike Kuhle, Mayor
Attest:		
	Mindy L. Eggers, City Clerk	



#### RESOLUTION NO. 2020-09-

## DECLARING BENEFIT TO BE ASSESSED AND CALLING FOR HEARING ON PROPOSED ADDITIONAL ASSESSMENT

*WHEREAS*, Sanitary Sewer Improvement No. 88 has been completed by the City of Worthington, and the cost of said improvement has heretofore been levied upon every assessable lot, piece, or parcel of land within the assessable district then known to be benefitted by said improvement; and

**WHEREAS**, The following described property is deemed to be developed as of August 7, 2019, the date the permit to connect the property to the municipal wastewater collection system was issued:

That part of the Northeast Quarter of the Southwest Quarter of Section 13, Township 102 North, Range 40 West, City of Worthington, Nobles County, Minnesota, described as follows:

Commencing at the northwest corner of the plat of Northland Park Second Addition, according to the recorded plat thereof; thence on an assumed bearing of North 89 degrees 09 minutes 44 seconds West, along the south line of a tract as recorded in Document No. 260443, a distance of 155.00 feet to the southwest corner of said tract; thence continuing North 89 degrees 09 minutes 44 seconds West a distance of 500.18 feet to the east line of a tract as recorded in Document No. 285896; thence North 0 degrees 00 minutes 30 seconds East, along said east line, a distance of 243.82 feet to the south line of a tract as recorded in Document No. 260600; thence South 89 degrees 01 minutes 16 seconds East, along said south line, a distance of 158.32 feet to the southeast corner of said tract, said southeast corner being the point of beginning of the tract to be described; thence North 0 degrees 00 minutes 30 seconds East, along the east line of said tract, a distance of 437.57 feet to the northeast corner of said tract located on the southerly right of way line of Interstate Highway No. 90; thence South 89 degrees 09 minutes 45 seconds East, along said southerly right of way line, a distance of 342.23 feet to the northwest corner of said tract as recorded in Document No. 260443; thence South 0 degrees 02 minutes 22 seconds West, along the westerly line of said tract, a distance of 438.36 feet; thence North 89 degrees 01 minutes 47 seconds West, along said westerly line, a distance of 135.00 feet; thence continuing North 89 degrees 01 minutes 47 seconds West a distance 207.01 feet to the point of beginning.

and

WHEREAS, The Acting City Engineer has determined that said property abutting on Sanitary Sewer Improvement No. 88, but not previously assessed for that improvement, is, in fact, benefitted by Sanitary Sewer Improvement No. 88; and

WHEREAS, The proper amount to be specially assessed as additional assessment for Sanitary Sewer Improvement No. 88 against said property, without regard to cash valuation, as provided by law, has been calculated and a copy of such proposed additional assessment has been filed in the Office of the City Clerk for public inspection.

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

1. That said property abutting Sanitary Sewer Improvement No. 88 is benefitted by said improvement.



Resolution No. 2020-09-September 14, 2020

- 2. The assessable cost of Sanitary Sewer Improvement No. 88 to be assessed as additional assessment is hereby declared to be \$6,651.00.
- 3. A hearing shall be held on October 12, 2020, in the Council Chambers of City Hall, 303 Ninth Street, Worthington, Minnesota, at 7:00 p.m. to pass upon such proposed additional assessments, pursuant to Minnesota Statutes, Section 429.051. At such time and place all persons owning property affected by said additional assessment for said improvement will be given an opportunity to be heard with reference to such additional assessment.
- 4. The City Clerk is hereby directed to cause a notice of the hearing on the proposed additional assessment to be published once in the official newspaper at least two weeks prior to the hearing, and shall state in the notice the total amount of the proposed additional assessment for said improvement. The Clerk shall also cause mailed notice to be given to the owner of each parcel described in the additional assessment roll not less than two weeks prior to the hearing.
- 5. It shall be proposed that the assessment be payable in equal annual installments extending over a period of fifteen (15) years, the first of said installments to be payable on or before the first Monday in January, 2021, being January 4<sup>th</sup>, and shall bear interest at the rate of four and five-tenths per cent (4.5%) per annum from the date of the adoption of the assessment resolution. To said first installment shall be added interest on the entire assessment from the date of the assessment resolution until December 31, 2021. To each subsequent installment when due shall be added interest for one year on all unpaid installments.
- 6. The owner of any property so assessed may, at any time prior to November 15, 2020, pay to the City of Worthington Assessment Clerk the whole of said assessment on such property, with interest accrued to the date of payment, except that no interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of the assessment. The owner of any property so assessed must thereafter pay to the County Treasurer of said county, the installment and interest that is in the process of collection on the current tax lists, and may pay to the City of Worthington Assessment Clerk the remaining balance of the assessment. Such payment must be made before November 15<sup>th</sup> or interest will be charged through December 31<sup>st</sup> of the next succeeding year. Partial prepayments may also be made in accordance with the provisions of Section 94.25 of City Code.

Adopted by the City Council of the City of Worthington, Minnesota, this the 14<sup>th</sup> day of September, 2020.

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



## **Proposed Assessment Roll** Sanitary Sewer Improvement East Avenue from Spring Avenue to 950 feet southeast Hearing on Proposed Assessment - October 12, 2020

Power to Occupan	Local Boundation	County Tax	Trunk Assessable Area in	Asses		Trunk Assessment	Lateral Assessable Length in		Lateral ssessable Per Foot	Lateral Assessment	Total Sanitary Sewer Assessment
Property Owner	Legal Description	Parcel id	Acres	Rate Per	r Acre	Assessment	reet	Kau	Perroot	Assessment	Assessment
DK Buildings LLC	Unplatted Property Section 24-T102N-R40W  1.62 acre tract in the South Half formerly railroad right of way lying east of Block 10,	31-3951-500	1.62	@ \$4,0	025.35	\$6,521.07	108.9	@	\$50.260	\$5,473.31	\$11,994.38
	Sunny View Addition										
Ricardo Maldonado	Circle Addition  East half of east 120 feet of unplatted tract in Block 2	31-1257-000	0.00	@ \$4,0	025.35	\$0.00	0.0	@	\$50.260	\$0.00	\$0.00
Donna J. Alm	Lot 3 and west 120 feet of unplatted tract in Block 2	31-1257-500	0.00	@ \$4,0	025.35	\$0.00	0.0	@	\$50.260	\$0.00	\$0.00
Steven and Janet Jeppesen	Lot 1 south of the westerly projection of the south line of Lot 2, Block 2; and the west 99.2 feet of unplatted tract in Block 2	31-1259-000	0.00	@ \$4,0	025,35	\$0.00	0.0	@	\$50.260	\$0.00	\$0.00
Eh Kay	Lot 7 except 9 feet for alley, Block 3	31-1262-500	0.00	@ \$4,0	025.35	\$0.00	0.0	@	\$50.260	\$0.00	\$0.00
Eh Kay	Lot 8 except 9 feet for alley, Block 3	31-1263-000	0.00	@ \$4,0	025.35	\$0.00	0.0	@	\$50.260	\$0.00	\$0.00
Ricardo Gaytan	Lot 9 except 9 feet for alley, Block 3	31-1264-000	0.00	@ \$4,0	025.35	\$0.00	0.0	@	\$50.260	\$0.00	\$0.00
Lenai E. Engler cfd to: Orlando Perez Roberlo and Marlen Z. Hernandez de Perez	Lot 10 except 9 feet for alley, Block 3	31-1265-000	0.00	@ \$4,0	025.35	\$0.00	0.0	@	\$50.260	\$0.00	\$0.00
Jeffrey L. and Ann M. Rogers cfd to: Jorge Garcia Ambriz	Lot 11 except 9 feet for alley, Block 3	31-1266-000	0.00	@ \$4,0	025.35	\$0.00	0.0	@	\$50.260	\$0.00	\$0.00
Jesus Ibarra Jr	Lot 12 except 9 feet for alley, Block 3	31-1267-000	0.00	@ \$4,0	025.35	\$0.00	0.0	@	\$50.260	\$0.00	\$0.00
Javier Cardenas Jesus Cardenas	Lot 9 except 9 feet for alley, Block 4	31-1276-000	0.00	@ \$4,0	025.35	\$0.00	0.0	@	\$50.260	\$0.00	\$0.00
Yesica Noemi Perez Zunun	Lot 10 except 9 feet for alley, Block 4	31-1277-000	0.00	@ \$4,0	025.35	\$0.00	0.0	@	\$50.260	\$0.00	\$0.00
Carmen Sanchez	Lot 11 except 9 feet for alley, Block 4	31-1278-000	0.00	@ \$4,0	025.35	\$0.00	0.0	@	\$50.260	\$0.00	\$0.00
Santiago Chamonica Guillermina Chamonica	Lot 12 except 9 feet for alley, Block 4	31-1279-000	0.00	@ \$4,0	025.35	\$0.00	0.0	@	\$50.260	\$0.00	\$0.00
City of Worthington	Sunny View Addition  All of Block 8, 9, and 10 and former railroad right of way adjoining on the north and south	31-3576-000	0.00	@ \$4,0	025.35	\$0.00	0.0	@	\$50.260	\$0.00	\$0.00
	Total Propose	ed Assessment	1.62			\$6,521.07	108.9			\$5,473.31	\$11,994.38



# Sanitary Sewer Improvement East Avenue from Spring Avenue to 950 feet southeast Summary of Cost

Summary of Cost			
COST OF IMPROVI	<u>EMENT</u>		
Trunk Cost Lateral Cost Total Cost of Improvement			\$11,984.28 \$90,708.79 <b>\$102,693.07</b>
Estimated Contract Date ENR Index: 11 Base ENR Index, July 1975 Base Rate, July 1975	/18/2019 1,311.24 2248 \$800		1.62
Assessable Trunk Rate per Acre <u>Lateral Rate Calculations</u> Lateral Cost			<b>\$4,025.35</b> \$90,708.79
Total Rate Determining Units in Feet Assessable Lateral Rate per Foot			1804.8 <b>\$50.260</b>
DISTRIBUTION OF	COST		111111111111111111111111111111111111111
Property Owner Share of Improvement Cost			
Trunk Assessable Units in Acres Assessments Receivable			1.62 \$6,521.07
Lateral Assessable Units in Feet Assessments Receivable Total Assessments Receivable			108.9 \$5,473.31 <b>\$11,994.38</b>
Sanitary Sewer Trunk Account Assessable Trunk Cost Trunk Cost of Improvement Due from Trunk Account			\$6,521.07 \$11,984.28 <b>\$5,463.21</b>
City Share of Improvement Cost  Non-Assessable  Lateral  Non-Assessable Frontage and Amounts Rounding Adjustment  Total City Share of Non-Assessable Cost	747.9 ' @	\$50.260	\$37,589.45 -\$0.45 \$37,589.00
Assessable Lateral			
Assessable Cost designated as City Share	948.0 ' @	\$50.260	\$47,646.48
Total City Share of Improvement			\$85,235.48
Total Cost of Improvement		:	\$102,693.07



## Proposed Assessment Roll East Avenue Paving Improvement

from C.S.A.H. 5 to 565 feet east of the east right-of-way line of C.S.A.H. 5

Hearing on Proposed Assessment - October 12, 2020

Property Owner	Legal Description	County Tax Parcel id	Assessable Units of Adjusted Frontage in Feet	Assessable Rate per Foot	Assessment Amount	Lot Allowances
	UNPLATTED PROPERTY Section 19-102-39	_				
Housing and Redevelopment Authority of Worthington MN	5.05 acres in the SW1/4 SW 1/4 north of East Avenue and south of C.S.A.H. 35	31-3812-000	415 ' @	150.035	\$62,264.53	150.0 ' \$22,505.25
Duane Gruis	2.74 acres, formerly railroad right of way, lying southwesterly of East Avenue and east of C.S.A.H. 5 in SW1/4 SW1/4	31-3812-500	381.2 ' @	150.035	\$57,193.34	150.0 ' \$22,505.25
TOTAL PROPOSED ASS	ESSMENT		796.2		<u>\$119,457.87</u>	300.0 , \$45,010.50



## **East Avenue Paving Improvement**

from C.S.A.H. 5 to 565 feet east of the east right-of-way line of C.S.A.H. 5

## **Summary of Cost**

Base Rate Determining Cost Total Rate Determining Frontage Proposed Assessable Rate Per Foot	\$166,463.30 1,109.50 <b>150.035</b>
PROPERTY OWNER SHARE OF IMPROVEMENT COST	
Proposed Assessable Frontage	796.20
Proposed Assessments Receivable:	\$119,457.87
·	71.76%
CITY SHARE OF IMPROVEMENT COST	
NON-ASSESSABLE:	
1) RATE DETERMINING COSTS	
a) Proposed Non-Assessable Rate Determining Frontages	300.00
and Proposed Amounts	\$45,010.50
b) Proposed Public Right-of-Way Frontages (1)	13.30
and Proposed Amounts	\$1,995.47
c) Rounding Adjustment	(0.54)
Sub-total	\$47,005.43
2) NON-RATE DETERMINING COSTS	0.00
Total Proposed City Share of Non-Assessable Cost	\$47,005.43
ASSESSABLE:	0.00
Proposed City Share of Improvement:	\$47,005.43
	28.24%

TOTAL PROPOSED COST OF PAVING IMPROVEMENT: \$166,463.30

(1) East Avenue frontage within the C.S.A.H. 5 right-of-way



## **Proposed Assessment Roll 2020 Miscellaneous Unpaid Charges** Hearing on Proposed Assessment October 12, 2020

Hearing on Proposed Assessmen	ot October 12, 2020	County Tax						
Property Owner	Legal Description	Parcel id	Address	Туре	Type Code	Assessment	Invoice No.	Work Date
Larry Trevino cfd from Fulda Area Credit Union	Southeast 77' 10" and 2' x 100' strip on the northeast side of Lot 11 and northwest 100' of Lot 12, Block 15, Plat of Worthington	31-0126-000	1120-1/2 4th Ave	Ice and Snow Removal	31511	\$135.00	2200008	02/11/20
Kongpang Chomnarith and Sathaphong Chomnarith	Lot 4, Block 26, Plat of Worthington	31-0239-000	1111 6th Ave	Ice and Snow Removal	31511	\$90.00	12190003	12/04/19
Maria G. Parga	Lot 12, Block 36, Plat of Worthington	31-0332-500	1224 4th Ave	Ice and Snow Removal	31511	\$90.00	2200004	01/16/20
Ana D. Guzman	The east 50' of the north 200' of Lot 7, Block 54, Second Addition	31-0501-000	622 9th Ave	Noxious Weed/Veg Rmvl	31509	\$95.00	7190003	06/23/19
Robert L. McHugh	The north 62.5' of Lot 6, Block 1, Anderson's Additi	31-0742-000	509 Strait Ave	Noxious Weed/Veg Rmvl	31509	\$102.00	6200001	05/28/20
Luis Sanchez and Lilian M. Gonzales de Sanchez	The south 85' of Lot 6, Block 1, Anderson's Addition	31-0743-000	501 Strait Ave	ice and Snow Removal	31511	\$130.00	12190015	12/04/19
PmPi ×hib it	The east 60' of Lot 1, Block 6, Anderson's Subdivision of Blocks 1 & 6	31-0772-000	1445 Miller Street	Noxious Weed/Veg Rmvl Ice and Snow Removal Solid Waste Removal	31509 31511 31513	\$110.00 \$90.00 \$205.02 \$405.02	10190008 2200011 10190009	10/08/19 02/11/20 10/08/19
Toni Norling	Lot 31, Block 6, Anderson's Subdivision of Block 1	31-0809-000	902 Humiston Ave	Noxious Weed/Veg Rmvl Noxious Weed/Veg Rmvl Ice and Snow Removal	31509 31509 31511	\$120.00 \$125.00 \$110.00 \$355.00	7190021 6200004 12190028	07/15/19 06/08/20 12/12/19
Evan Cummings	Lot 10, Block 46, Auditor's Plat of Boddy's Subdivis	31-0896-000	1313 E 9th Ave	Noxious Weed/Veg Rmvl	31509	\$95.00	8190002	07/30/19
Michael G. Luft	Lot 3, Block 3, Bristol's Subdivision	31-0937-000	723 Bristol Street	Ice and Snow Removal	31511	\$90.00	2200020	01/15/20
Carlos Barahona Yolanda Cerda	Lot 9, Block 7, Cherry Point Park	31-1226-000	910 Grandview Ave	Noxious Weed/Veg Rmvl Noxious Weed/Veg Rmvl Noxious Weed/Veg Rmvl	31509	\$110.00 \$110.00 \$110.00 \$330.00	7190004 7190025 10190012	07/23/19
Lila Louise Goolsby	Lot 1 exc the south 55', Auditor's Sub-division of the East Half of Block A of Clement's Addition	31-1302-000	338 W Okabena St	Noxious Weed/Veg Rmvl Noxious Weed/Veg Rmvl Noxious Weed/Veg Rmvl Noxious Weed/Veg Rmvl Noxious Weed/Veg Rmvl Solid Waste Removal	31509 31509 31509 31509 31509 31513	\$95.00 \$110.00 \$110.00 \$110.00 \$102.00 \$67.00 \$594.00	7190026 8190004 9190003 10190011 6200002 8190003	08/07/19 08/28/19 09/30/19 05/28/20
Samuel Cortez	The north 100 feet of Lot 2, Auditor's Sub-division of East 1/2 of Block 1, Clement's Addition	31-1303-000	332 W Okabena St	Ice and Snow Removal	31511	\$90.00	2200012	02/11/20
Fernando and Maria Flores	Lots 11 and 12, Block 8, Drake's Addition	31-1615-000	1416 4th Ave	Ice and Snow Removal	31511	\$90.00	1200020	01/09/20
Maria Garcia Carillo	Part of Lots 4 - 6, and Alley between Lots 1 & 5, Block 7, East Addition	31-1669-500	1120 Sherwood St	Ice and Snow Removal Ice and Snow Removal	31511 31511	\$130.00 \$110.00 \$240.00	12190002 1200021	12/04/19 01/08/20



## **Proposed Assessment Roll 2020 Miscellaneous Unpaid Charges**Hearing on Proposed Assessment October 12, 2020

Hearing on Proposed Assessment	October 12, 2020	Carret Tar						
Property Owner	Legal Description	County Tax Parcel id	Address	Туре	Type Code	Assessment	Invoice No.	Work Date
Maria G. Parga	Lot 5, Block 10, East Addition	31-1701-000	1305 East Ave	Noxious Weed/Veg Rmvl	31509	\$120.00	9190002	08/28/19
•				Ice and Snow Removal	31511	\$165.00	1200025	01/0820
				Ice and Snow Removal	31511	\$155.00	2200005	01/15/20
				Ice and Snow Removal	31511	\$155.00 \$595.00	2200006	01/21/20
Beverly M. Ellefson	Lot A, Block 1, Fair Addition; and Lot 13, Block 1, Seely's Addition	31-1790-000	1223 Humiston Ave	Ice and Snow Removal	31511	\$90.00	2200017	01/16/20
Minnesota Investment Properties LLC	Lot 24 and the south half of Lot 25, Block 1, Fair Addition	31-1815-000	1022 Smith Ave	Ice and Snow Removal	31511	\$90.00	1200022	01/08/20
Jorge Armando Vega	Lot 17, Block 3, Morningside Addition	31-2609-000	620 Morningside Dr	ice and Snow Removal	31511	\$90.00	2200018	01/15/20
3	3 11 11111			Ice and Snow Removal	31511	\$110.00	2200019	02/11/20
				Noxious Weed/Veg Rmvl	31509	\$102.00 \$302.00	6200003	05/28/20
Amaham Najera	The east 55' of the west 165' of Lots 13 and 14, and the north 50' of Lot 12, except the east 112.9' thereof, Block 12, Moulton's Resurvey and Subdivision of Clary's Addition	31-2795-000	1632 Oxford St	Noxious Weed/Veg Rmvl	31509	\$120.00	8190007	08/05/19
Hejen Boyle	Lots 27 and 28, Sunny Crest Addition	31-3514-000	808 Milton Ave	Noxious Weed/Veg Rmvl	31509	\$102.00	5200018	05/21/20
Carol Potter	•			Ice and Snow Removal	31511	\$90.00	12190014	12/03/19
				Ice and Snow Removal	31511	\$110.00	12190027	12/12/19
				Ice and Snow Removal	31511	\$110.00	1200026	01/06/20
				Ice and Snow Removal	31511	\$110.00 \$110.00	2200002 2200007	01/21/20 01/15/20
				Ice and Snow Removal Ice and Snow Removal	31511 31511	\$110.00	2200007	02/11/20
				ice and Show Removal	31311	\$742.00	2200000	02/11/20
Maria Y Hernandez Levia	The east 71' of Lot 24	31-3444-000	1308 Clary St	Ice and Snow Removal	31511	\$130.00	12190011	12/04/19
Redwood Telephone Acquisition Inc	Lots 2 and 3, Schankerman - Hauge Addition	31-3352-000	85 E 12th St	Noxious Weed/Veg Rmvl	31509	\$120.00	9190012	09/05/19
Brian D. Nielsen Michelle Nath	The east 175' of the south 120.2, North of Bootes Addition and west of Highway 59-60	31-3942-000	507 Kragness Ave	Street Light Spcl Srvc Chrg	31515	\$80.10		
Noxious Weed/Vegetation Removal (	31509)			Noxious Weed/Veg RmvI	31509	\$2,068.00		
Ice and Snow Removal (31511)	/			Ice and Snow Removal	31511	\$2,780.00		
Solid Waste Removal (31513)				Solid Waste Removal	31513	\$272.02		
Street Lighting Utility (31515)				Street Light Spcl Srvc Chrg	31515	\$80.10		
Total Assessment for 2020 Miscella	aneous Unpaid Charges					\$5,200.12		



# Proposed Reassessment Roll Water Main Improvement No. 74-09

Reassessment No. 11 Hearing on Proposed Reassessment - October 12, 2020

Property Owner	Legal Description	County Tax Parcel id	Trunk Assessable Area in Acres	Trunk ( Assessable Rate Per Acre	1) Trunk Assessment	Lateral Assessable Units in RECs	Lateral (1	) Lateral Assessment	Total Assessment
	Section 13-102-40								
City of Worthington	3.44 acre tract in NE 1/4 of the SW 1/4	Part of 31-3845-000	3.440	<b>@</b> \$459.59	\$1,580.99	1.0	@ \$893.00	\$893.00	\$2,473.99
	Total Proposed	l Aassessment	3.44		\$1,580.99	1.0	•	\$893.00	\$2,473.99

<sup>(1)</sup> Trunk and lateral assessment rates are as calculated for the original improvement.



# Proposed Additional Assessment Roll Sanitary Sewer Improvement No. 88

Hearing on Proposed Assessment - October 12, 2020

Property Owner	Legal Description	County Tax Parcel id	Trunk Assessable Area in Acres	Trunk <sup>(1)</sup> Assessable Rate Per Acre	Total Additional Assessment
City of Worthington	Section 13-102-40  3.44 acre tract in NE 1/4 of the SW 1/4	Part of 31-3845-000	3.44	<b>@</b> \$1,933.43	\$6,651.00
	Total Proposed Addition	al Assessment	3.44	-	\$6,651.00

<sup>(1)</sup> Trunk assessment rates are as calculated for the original improvement.



#### COMMUNITY DEVELOPMENT MEMO

DATE: SEPTEMBER 14, 2020

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

#### **CASE ITEMS**

## 1. CONDITIONAL USE PERMIT – INTERMEDIATE SCHOOL (ISD 518)

Independent School District No. 518 submitted a request for a Conditional Use Permit for the development of a new 123,846 square foot intermediate school (grades 3-5) on property they own located along the west side of North Crailsheim Drive. The location is approximately a little less than 1/2 of a mile north of Fox Farm Road just south of the Alternative Learning Center (ALC). The legal description of the property under consideration is as follows:

That part of the Southeast Quarter of Section 21, Township 102 North, Range 40 West, Nobles County, Minnesota, described as follows:

Commencing at the Southeast corner of said Section 21; thence on an assumed bearing of South 89 degrees 22 minutes 38 seconds West, along the south line of said section, a distance of 395.48 feet to the point of beginning of the tract to be described; thence North 0 degrees 37 minutes 22 seconds West a distance of 33.00 feet to the Southeast corner of a Nobles County Sight Easement as recorded in Document No. 184052; thence North 34 degrees 13 minutes 33 seconds West, along the northeast line of said sight easement, a distance of 104.74 feet to the easterly line of a Nobles County Highway Easement as recorded in Document No. 335990; thence North 22 degrees 10 minutes 02 seconds East, along the easterly line of said highway easement, a distance of 95.56 feet; thence North 25 degrees 01 minutes 46 seconds East, along the easterly line of said highway easement, a distance of 100.13 feet; thence North 22 degrees 10 minutes 02 seconds East, along the easterly line of said highway easement, a distance of 100.00 feet; thence North 27 degrees 52 minutes 40 seconds East, along the easterly line of said highway easement, a distance of 100.50 feet; thence North 25 degrees 01 minutes 46 seconds East, along the easterly line of said highway easement, a distance of 100.13 feet; thence North 22 degrees 10 minutes 02 seconds East, along the easterly line of said highway easement, a distance of 200.00 feet; thence North 16 degrees 27 minutes 24 seconds East, along the easterly line of said highway easement, a distance of 100.50 feet; thence North 38 degrees 51 minutes 59 seconds East, along the easterly line of said highway easement, a distance of 52.20 feet; thence North 22 degrees 10 minutes 02 seconds East, along the easterly line of said highway easement,



a distance of 179.11 feet; thence northeasterly, along the easterly line of said highway easement, along a tangential curve, concave to the northwest, having a radius of 1562.40 feet, a central angle of 4 degrees 04 minutes 55 seconds, the chord of said curve bears North 20 degrees 07 minutes 33 seconds East, a chord distance of 111.29 feet, an arc distance of 111.31 feet to the east line of said section; thence North 0 degrees 19 minutes 45 seconds West, along said east line, a distance of 1519.91 feet to the East Quarter corner of said section; thence South 89 degrees 00 minutes 31 seconds West, along the east-west quarter line of said section, a distance of 2637.81 feet to the Center of said section; thence South 0 degrees 18 minutes 39 seconds East, along the north-south quarter line of said section, a distance of 2662.26 feet to the South Quarter corner of said section; thence North 89 degrees 22 minutes 38 seconds East, along the south line of said section, a distance of 2243.05 feet the point of beginning, containing 155.29 acres, subject to easements now of record in said county and state, EXCEPTING THEREFROM the following described real property:

That part of the Southwest Quarter of the Southeast Quarter of Section 21, Township 102 North, Range 40 West, City of Worthington, Nobles County, Minnesota, described as follows:

Beginning at the South Quarter corner of said Section 21; thence on an assumed bearing of North 89 degrees 22 minutes 38 seconds East, along the south line of said section, a distance of 371.88 feet to an iron monument; thence North 4 degrees 30 minutes 00 seconds West a distance of 257.64 feet to an iron monument; thence North 80 degrees 00 minutes 00 seconds West a distance of 167.00 feet to an iron monument; thence North 71 degrees 00 minutes 00 seconds West a distance of 200.00 feet to an iron monument located on the north-south quarter line of said section; thence South 0 degrees 18 minutes 39 seconds East, along said north-south quarter line, a distance of 355.00 feet to the point of beginning, containing 2.48 acres, subject to easements now of record in said county and state.

### TOGETHER WITH

A 60 foot wide Easement for drainage & recreational use over that part of the Southwest Quarter of the Southeast Quarter of Section 21, Township 102 North, Range 40 West, City of Worthington, Nobles County, Minnesota. The West and South line of said Easement is described as follows: Commencing at the South Quarter corner of said Section 21; thence on an assumed bearing of North 89 degrees 22 minutes 38 seconds East, along the south line of said section, a distance of 371.88 feet to an iron monument, said iron monument being the point of beginning of the West and South line to be described; thence North 4 degrees 30 minutes 00 seconds West a distance of 257.64 feet to an iron monument; thence North 80 degrees 00 minutes 00 seconds West a distance of 167.00 feet to



an iron monument; thence North 71 degrees 00 minutes 00 seconds West a distance of 200.00 feet to an iron monument located on the north-south quarter line of said section and said West and South line there terminating. The north line of said easement is intended to close on the north-south quarter line of said section and the east line of said easement is intended to close on the south line of said section.

The Planning Commission considered the application at its August 4, 2020 meeting. While holding a public hearing, the Commission voted unanimously to table the request and keep the public hearing open so that a traffic study could be completed for the school. The commission continued the hearing and considered the request at their September 1, 2020 meeting. At that meeting, the commission voted 5-1 to recommend approval of the requested conditional use permit subject to the following conditions:

- 1. The site plan be in accordance with Exhibit 1B including the option for an additional south parking lot, except the southerly drive entrance be located as indicated in Exhibit 1C;
- 2. Dumpster location(s) shall be enclosed on three sides by opaque screening at least six feet in height;
- 3. Accessory buildings shall not exceed a cumulative of 1,400 square feet without an amendment to the conditional use permit; and
- 4. The site and owner follow all applicable locate, state and federal regulations.

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

The planning commission is to review the project to consider adverse possible effects of the proposed conditional use and what additional requirements may be necessary to reduce effects. An aerial of the area can be seen in Exhibit 1A. The school districts proposed site plan can be seen in Exhibit 1B and 1C with a potential additional parking lot and further south driveway.

- 1. The conditional use permit request is in an "R-1" district as seen in Exhibit 1D. The proposed intermediate school is considered "Public Institutional and Cultural uses" and is permitted through a conditional use permit in the "R-1" district. The total proposed square footage of the building is 123,846 square feet.
- 2. The subject property is identified in the Comprehensive Plan as Future Residential Growth Area as seen in Exhibit 1E and in 2016 was annexed into the City though orderly annexation and zoned as "R-1"-Single Family Detached. The comprehensive plan does identify schools and churches as being a compatible use in residential neighborhoods.



3. The existing surrounding land uses should be considered when reviewing a conditional use permit to make sure the proposed land use is compatible with the surrounding neighborhoods. The following land uses surround the proposed site of the school:

**North:** Alternative Learning Center (ALC), Farming operations are farther north that are out of City Limits

**South:** Farmland on same property, Single Family Houses South of Entire property

**East:** CSAH 10, Blue Jay Villa Apartments and MN West Ballfields **West:** Farming Operations out of City Limits

Site photos from the South East and North can be seen in Exhibit 1F.

- 4. The site is currently only served by sanitary sewer from CSAH 10. Water distribution is planned to extend south to Fox Farm Road but is not anticipated to be in place until Spring of 2021 at the earliest. Approval of the conditional use permit does not ensure the public improvements will be accomplished. The applicants have indicated that they intend to have water service come down from the alternative learning center until such public improvements are in place.
- 5. Traffic accessing the school would come off CSAH 10. With an additional school comes more traffic. Drives to the school facility that are proposed should be adequately separated to allow the establishment of turn lanes. Turn lanes would have to be authorized by the county authority. This was supposed to be discussed with county commissioners July 28, 2020 but has now been pushed back to the end of August 2020. In addition to this, the school district is providing a traffic study that is not ready at this time of writing. It is supposed to be complete by August 7, 2020. Staff has heard that the middle exit is supposedly to be only used by busses and that there would be a potential gate between the Alternative Learning Site and the Intermediate School. The county engineer has indicated that they eventually plan on putting a crosswalk likely between the north and south entrances at a future time. Projected enrollment at the school is approximately 800-900 students. Staff also has concerns about currently speed limits going by the school as it is a 55 mile per hour speed limit until just before the Alternative Learning Center, causing concern for safety of the general public in the area. In talking with the County Engineer, there seemed to be no desire to lower the speed limit or to construct/put up school speed signs in the area at this current time.



6. With every zoning application, staff reviews the proposal to make sure it meets all applicable zoning requirements. The zoning requirements and the proposed setbacks/density/parking for the intermediate school are shown below:

Description	Required	Proposed
Front Yard Setback	35 feet	453 feet
Rear Yard Setback	30 feet	1,760 feet
Side Yard Setback	20 feet	50 feet
Maximum Height	60 feet with additional	Current Designed
	setbacks of 2 feet per 1	Drawings indicate the
	foot of height exceeding	building being 2 stories
	40 feet.	with 34 feet being the
		maximum height
Maximum Building	30% of Parcel	With the Existing ALC
Coverage	1,996,921 sq. ft.	and proposed
		intermediate school, the
		total building coverage on
		the property would be
		168,846 sq. ft.
Parking	1 per employee + 2	125-150 Employees + 2
	Loading Spaces	spaces for loading dock
		slab
		225 stalls exceed the
		required spaces for the
		Intermediate School
		before possible proposed
		South Parking Lot (70
		spaces)

The traffic study in question has now been completed and a draft copy of it was circulated to staff for comments and concerns. It was found to warrant right and left turn lanes off North Crailsheim Road for the proposed southerly entrance and that the circulation/design on the school property would have sufficient area for stacking and parking. The traffic study at this time did not address future speed limits or kids/parents walking/biking to the school in the area.



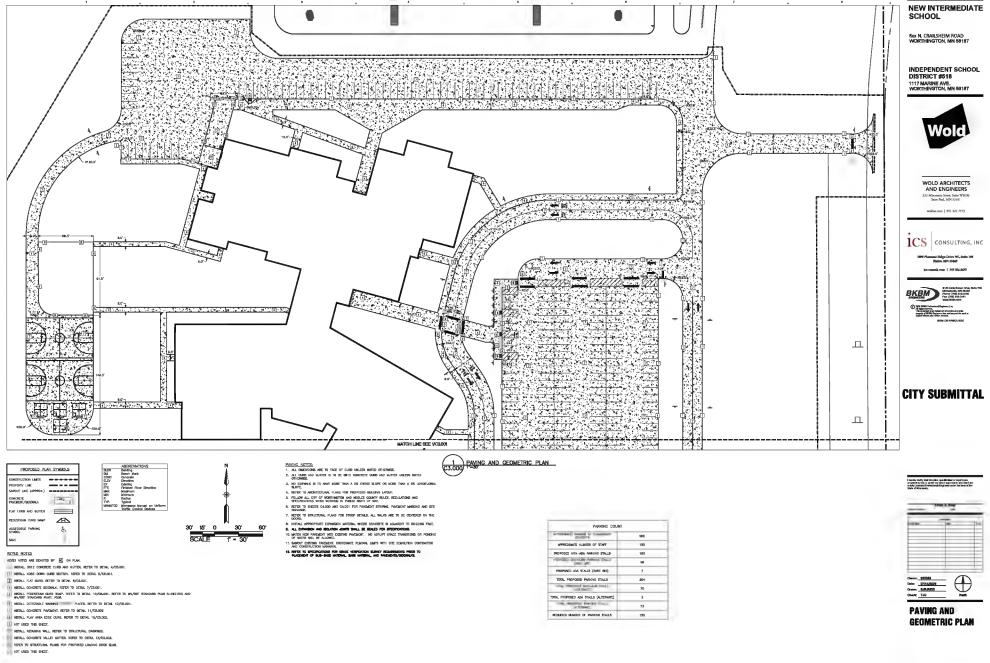
The Nobles County Board of Commissioners did discuss turn lanes on C.S.A.H. 10 (North Crailsheim Rd.) at their Work Session on August 26, 2020. There was general consensus of support to start the design work now to allow for needed turn lanes, potential crosswalks and storm sewers in the area to have ready for construction in 2022 A formal decision will not be made on that until their normal September 8<sup>th</sup> meeting.

At the September 8<sup>th</sup> meeting, the Board of County Commissioners voted unanimously to start the design process for the turn lanes now for supposed construction in the summer of 2022 before the school were to open. The full completed traffic study will be available at the Council meeting for review if desired.

Should Council concur with the Planning Commission recommendation, 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.

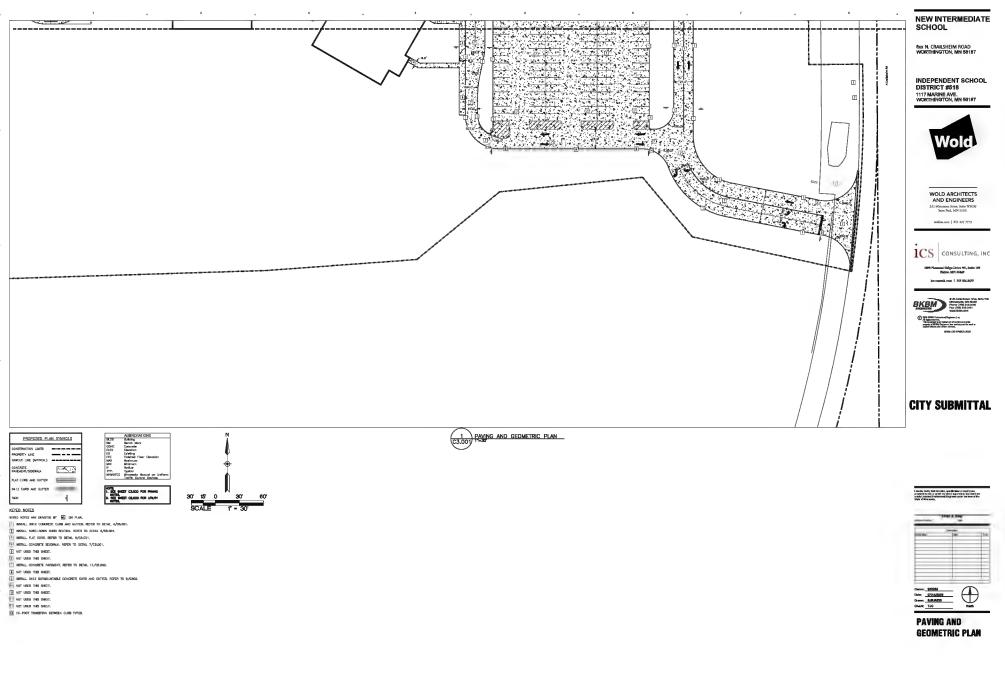




Page 1 of 3

Exhibit 1B

C3.000



Page 2 of 3

Exhibit 1B

C3.001



8xx N. CRAILSHEIM ROAD WORTHINGTON, MN 58187

INDEPENDENT SCHOOL DISTRICT #518 1117 MARINE AVE. WORTHINGTON, MN 58187



WOLD ARCHITECTS AND ENGINEERS

wolche.com | 651 227 7773



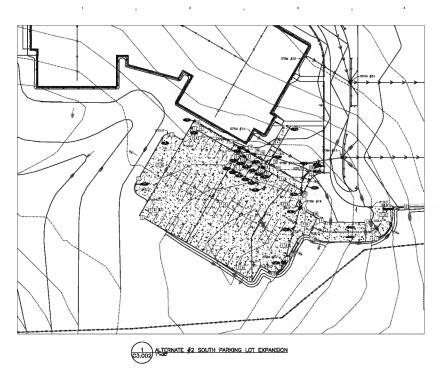


#### **CITY SUBMITTAL**



ALTERNATE #2 **SOUTH PARKING** LOT EXPANSION

C3.002





#### KEYED NOTES

III INSTALL CONCRETE SIDEMAN, REPER TO DETAL 7/CS.001.

III INSTALL PERSTRAN DURB BAMP, RITER TO DETAL 10/CS.001. REPER TO MA/DOT STANDARD PLAN 9-287/200 AND MA/DOT STANDARD PLAN 10-287/200 AND MA/DOT STANDARD

INSTALL DETEUTABLE WARRING THERE PLATES, REFER TO DETAIL 10/05.001.

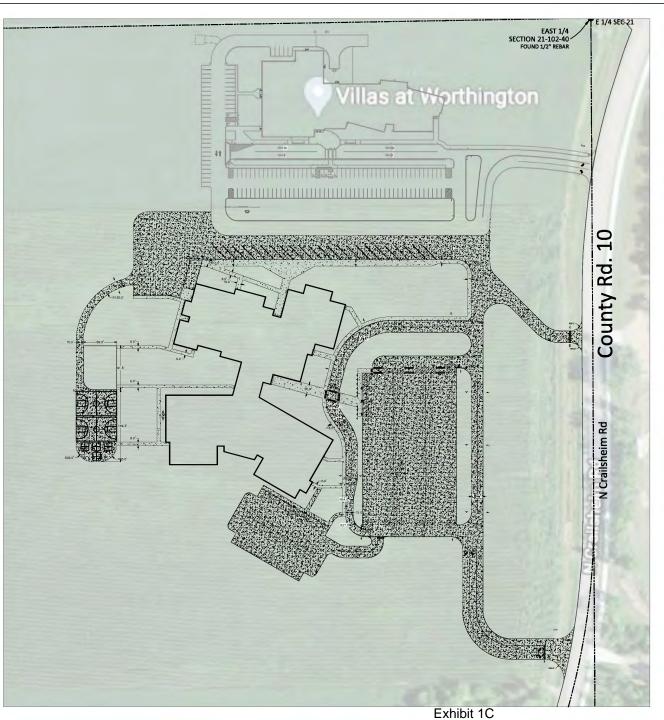
ALTERNATE 28, INSTALL LIGHT DUTY BITUMNOUS SURFACE, REFER TO DETAIL 8/05:001

SI INSTALL ACCESSED PARKING \*\*\* 1 \*\* ACCESS STALLS, REFER TO DETAIL 11/05/001.

METALL NO PARRING SIGN. REFER TO DETAIL 11/CS.001

INSTALL DRAIN THE AT LOW POINT CATCH BASIN, REPER TO DETAIL 13/CALDO1.

STORM SEWER TABLE ALTERNATE #2						
STRUCTURE:	STRUCTURE DIMENSION (INCHES)	NEEDIAH CASTING TYPE	RM ELEVATION	ENVERT (S)	MPE LENGTH, DIAWETER, SLOPE & NEXT UPSTREAM STRUCTURE	
STRM #13	48" 161	R-1733	1569.10	E = 1993.32 NW = 1994.07 S = 1993.82	70 LF, OF 12" PVC @ 1.00X, STRM \$14 56 LF, OF 15" PVC @ 0.00X, STRM \$10	
STRM #10	48" 164	R-3067	1997.50	N = 1584.30 S = 1584.55	71 LF. OF 12' NOP @ 0.7255, STRM ∯17	
STRM - 517	48" MH	R-3067	1597.25	N - 1595.08		





NOBLES COUNTY EXHIBIT

EX.1

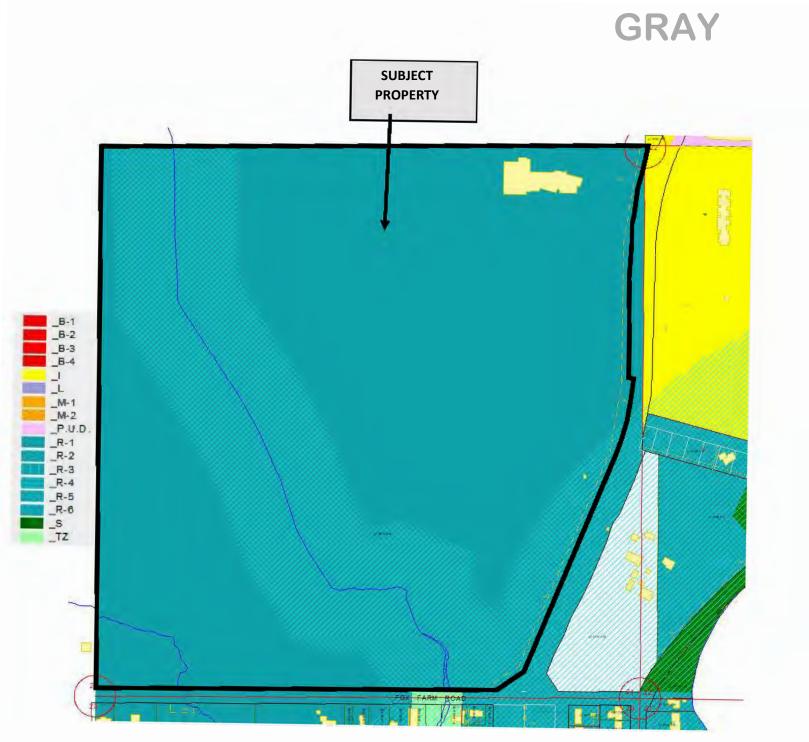




Exhibit 1E



Page 1 of 3 Exhibit 1F



Page 2 of 3 Exhibit 1F





Page 3 of 3 Exhibit 1F

8/25/2020 9:40 AM DIRECT PAYABLES CHECK REGISTER
PACKET: 03639 EFT CREDIT CARD
VENDOR SET: 01 CITY OF WORTHINGTON \*\*\* DRAFT/OTHER LISTING \*\*\*
BANK: 1 WELLS FARGO-CITY

VENDOR	I.D.	NAME		ITEM ITEM TYPE DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
W00123		WELLS FARGO BANK MN N	NA	D 8/16/2020			001246	581.27
		* * BANK TOTALS * *  REGULAR CHECKS:  HANDWRITTEN CHECKS:  PRE-WRITE CHECKS:  DRAFTS:  VOID CHECKS:  NON CHECKS:  CORRECTIONS:	NO# 0 0 0 1 0	DISCOUNTS 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	CHECK AMT 0.00 0.00 0.00 581.27 0.00 0.00	TOTAI	0.00 0.00 0.00 0.00 581.27 0.00 0.00	
		BANK TOTALS:	1	0.00	581.27		581.27	

9/01/2020 7:39 AM

DIRECT PAYABLES CHECK REGISTER

1

PACKET: 03629 LINCOLN DUE 9/1/20

BANK TOTALS:

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

\*\*\* DRAFT/OTHER LISTING \*\*\*

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

PAGE: 1

# \* B A N K T O T A L S \* \* NO# DISCOUNTS CHECK AMT TOTAL APPLIED

REGULAR CHECKS: 0 0.00 0.00 0.00

HANDWRITTEN CHECKS: 0 0.00 0.00 0.00

PRE-WRITE CHECKS: 0 0.00 0.00 0.00

DRAFTS: 1 0.00 3,860.81 3,860.81

VOID CHECKS: 0 0.00 0.00 0.00

NON CHECKS: 0 0.00 0.00 0.00

CORRECTIONS: 0 0.00 0.00 0.00

CORRECTIONS: 0 0.00 0.00 0.00

0.00 3,860.81 3,860.81

9/04/2020 10:41 AM DIRECT PAYABLES CHECK REGISTER PACKET: 03653 PAYROLL 9/4/20 - 9
VENDOR SET: 01 CITY OF WORTHINGTON \*\*\* DRAFT/OTHER LISTING \*\*\*
BANK: 1 WELLS FARGO-CITY

			ITEM	1 ITEM			ITEM	ITEM
VENDOR	I.D.	NAME	TYPE	DATE	DISCOUNT	AMOUNT	NO#	AMOUNT
D00173		DEFERRED COMP- MINNESOTA	A STATE D	9/09/2020			001248	7,439.97
E00088		EFTPS	D	9/09/2020			001249	55,262.42
M00309		MINNESOTA STATE RETIREME	ENT SYSTD	9/09/2020			001250	2,090.00
000021		OPTUM HEALTH FINANCIAL	D	9/09/2020			001251	4,771.89
P00039		PUBLIC EMPLOYEES RETIREM	MENT ASSD	9/09/2020			001252	46,469.57
S00202		STATE OF MINNESOTA DEPT	OF REVED	9/09/2020			001253	11,000.26
	* * B A N K	TOTALS * * N	10#	DISCOUNTS	CHECK AMT	TOTA	L APPLIED	
	REGULAR C	HECKS:	0	0.00	0.00		0.00	
	HANDWRITT	EN CHECKS:	0	0.00	0.00		0.00	
	PRE-WRITE	CHECKS:	0	0.00	0.00		0.00	
	DRAFTS:		6	0.00	127,034.11	12	7,034.11	
	VOID CHEC	KS:	0	0.00	0.00		0.00	
	NON CHECK	S:	0	0.00	0.00		0.00	
	CORRECTIO	NS:	0	0.00	0.00		0.00	
	BANK TOTA	LS:	6	0.00	127,034.11	12	7,034.11	

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
AMERIPRIDE	9/04/20	4-WEEK TOWEL SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC TOTAL:	131.42_ 131.42
BELTLINE AUTOMOTIVE LLC	9/04/20	#105 SERVICE	ELECTRIC	O-DISTR SUPER & ENG TOTAL:	48.76_ 48.76
BENTS TRUCKING	9/04/20	PEA ROCK	ELECTRIC	M-DISTR UNDERGRND LINE TOTAL:	447.58_ 447.58
	9/04/20	GREEN MARKING PAINT 5" CONDUIT FOR 15 KV CABLE GREEN MARKING PAINT	ELECTRIC	FA DISTR UNDRGRND COND	
BRENNTAG GREAT LAKES LLC	9/04/20	PHOSPHATE	WATER	O-PURIFY TOTAL:	8,620.08_ 8,620.08
ENVIRONMENTAL RESOURCE ASSOCIATES	9/04/20	QA TEST SAMPLES FOR COLIFO	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY TOTAL:	322.04_ 322.04
FERGUSON ENTERPRISES LLC #1657	9/04/20	PVC GLUE	ELECTRIC	O-DISTR MISC TOTAL:	184.82_ 184.82
	9/04/20	MONTHLY LOCATE SERVICES MONTHLY LOCATE SERVICES MONTHLY LOCATE SERVICES	MUNICIPAL WASTEWAT	O-DISTR MISC O-SOURCE MAINS & LIFTS O-DISTR MISC TOTAL:	137.03_
GRAYBAR ELECTRIC CO INC	9/04/20	PULLBOXES	ELECTRIC	FA COMMUNICATION EQUIP TOTAL:	2,770.80_ 2,770.80
		TREATMENT CHEMICAL 262 GALLONS SODIUM BISULFI		O-PURIFY MISC TOTAL:	3,152.25 1,013.24 4,165.49
HOPE HAVEN INC	9/04/20	JULY CLEANING	GENERAL FUND	CENTER FOR ACTIVE LIVI TOTAL:	376.81_ 376.81
	9/04/20 9/04/20	PAPERTOWELS, WATER, PAPERP PAPERTOWELS, WATER, PAPERP PAPERTOWELS, WATER, PAPERP PAPERTOWELS, WATER, PAPERP	MUNICIPAL WASTEWAT ELECTRIC	ACCTS-RECORDS & COLLECT ACCT-RECORDS & COLLECT ADMIN MISC ACCTS-RECORDS & COLLEC TOTAL:	4.99 5.99 9.99_
IUOE LOCAL 49 FRINGE BENEFIT FUND	9/04/20 9/04/20 9/04/20 9/04/20 9/04/20 9/04/20 9/04/20 9/04/20 9/04/20	HEALTH INS PREMIUM 49ERS HEALTH INS PREMIUM 49ERS HEALTH INSURANCE-OCT HEALTH PREMIUM 49ERS HEALTH INS PREMIUM 49ERS	GENERAL FUND	NON-DEPARTMENTAL NON-DEPARTMENTAL NON-DEPARTMENTAL ENGINEERING ADMIN ENGINEERING ADMIN FIRE ADMINISTRATION FIRE ADMINISTRATION PAVED STREETS PAVED STREETS PUBLIC WORK SHOP PUBLIC WORK SHOP NON-DEPARTMENTAL	493.65 480.60 256.16 495.69 494.48 5.03 10.02 2,068.18 1,677.00 337.11 584.46 407.61

VENDOR SORT KEY

COUNCIL REPORT 9/4/2020

DATE DESCRIPTION FUND DEPARTMENT PAGE: 2

DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
9/04/20	HEALTH INS PREMIUM 49ERS	RECREATION	NON-DEPARTMENTAL	427.27
	HEALTH PREMIUM 49ERS	RECREATION	SOCCER COMPLEX	224.43
9/04/20	HEALTH PREMIUM 49ERS	RECREATION	SOCCER COMPLEX	356.18
9/04/20	HEALTH PREMIUM 49ERS	RECREATION	PARK AREAS	1,258.11
9/04/20	HEALTH PREMIUM 49ERS	RECREATION	PARK AREAS	1,063.34
9/04/20	HEALTH PREMIUM 49ERS	RECREATION	OLSON PARK CAMPGROUND	60.49
9/04/20	HEALTH PREMIUM 49ERS	RECREATION	TREE REMOVAL	885.32
9/04/20	HEALTH PREMIUM 49ERS	RECREATION	TREE REMOVAL	1,147.67
9/04/20	HEALTH INS PREMIUM 49ERS	ECONOMIC DEV AUTHO	NON-DEPARTMENTAL	10.94
9/04/20	HEALTH PREMIUM 49ERS	ECONOMIC DEV AUTHO	BUSINESS DEVELOPMENT	61.98
9/04/20	HEALTH INS PREMIUM 49ERS	IMPROVEMENT CONST	NON-DEPARTMENTAL	100.46
9/04/20	HEALTH INS PREMIUM 49ERS	IMPROVEMENT CONST	NON-DEPARTMENTAL	89.20
	HEALTH PREMIUM 49ERS	IMPROVEMENT CONST	2019 HOMEWOOD HILLS ST	468.54
	HEALTH PREMIUM 49ERS	IMPROVEMENT CONST	2019 HOMEWOOD HILLS ST	131.56
	HEALTH PREMIUM 49ERS	IMPROVEMENT CONST	OVERLAY PROGRAM	187.83
	HEALTH PREMIUM 49ERS	IMPROVEMENT CONST	OVERLAY PROGRAM	404.55
	HEALTH INS PREMIUM 49ERS	WATER	NON-DEPARTMENTAL	388.12
	HEALTH INS PREMIUM 49ERS	WATER	NON-DEPARTMENTAL	379.48
	HEALTH PREMIUM 49ERS	WATER	O-PUMPING	172.98
	HEALTH PREMIUM 49ERS	WATER	O-PUMPING	77.91
	HEALTH PREMIUM 49ERS HEALTH PREMIUM 49ERS	WATER	O-PURIFY LABOR	433.95 367.59
	HEALTH PREMIUM 49ERS	WATER WATER	O-PURIFY LABOR O-DIST UNDERGRND LINES	893.44
	HEALTH PREMIUM 49ERS	WATER	O-DIST UNDERGRND LINES	356.24
	HEALTH PREMIUM 49ERS	WATER	O-DISTR MISC	213.02
	HEALTH PREMIUM 49ERS	WATER	O-DISTR MISC	641.95
	HEALTH PREMIUM 49ERS	WATER	M-TRANS MAINS	437.13
.,.,.	HEALTH PREMIUM 49ERS	WATER	M-TRANS MAINS	706.83
	HEALTH PREMIUM 49ERS	WATER	PROJECT #11	25.40
	HEALTH PREMIUM 49ERS	WATER	PROJECT #11	331.41
9/04/20	HEALTH PREMIUM 49ERS	WATER	PROJECT #11	390.28
9/04/20	HEALTH INS PREMIUM 49ERS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	650.79
9/04/20	HEALTH INS PREMIUM 49ERS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	643.12
9/04/20	HEALTH PREMIUM 49ERS	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	238.27
9/04/20	HEALTH PREMIUM 49ERS	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	183.66
9/04/20	HEALTH PREMIUM 49ERS	MUNICIPAL WASTEWAT	O-PURIFY LABOR	1,041.26
9/04/20	HEALTH PREMIUM 49ERS	MUNICIPAL WASTEWAT	O-PURIFY LABOR	1,089.27
9/04/20	HEALTH PREMIUM 49ERS	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	579.58
	HEALTH PREMIUM 49ERS		O-PURIFY LABORATORY	562.62
	HEALTH PREMIUM 49ERS	MUNICIPAL WASTEWAT	O-PURIFY MISC	53.03
	HEALTH PREMIUM 49ERS		M-SOURCE MAINS & LIFTS	702.37
	HEALTH PREMIUM 49ERS		M-SOURCE MAINS & LIFTS	190.70
	HEALTH PREMIUM 49ERS	MUNICIPAL WASTEWAT		774.55
	HEALTH PREMIUM 49ERS		M-PURIFY EQUIPMENT	1,073.53
	HEALTH PREMIUM 49ERS		M-PURIFY EQUIPMENT	843.79
	HEALTH INS PREMIUM 49ERS	INDUSTRIAL WASTEWA		2.35
		INDUSTRIAL WASTEWA STORM WATER MANAGE		13.32 13.30
	HEALTH INS PREMIUM 49ERS			20.97
	HEALTH PREMIUM 49ERS	STORM WATER MANAGE		75.37
	HEALTH PREMIUM 49ERS	STORM WATER MANAGE		118.82
	HEALTH PREMIUM 49ERS	STORM WATER MANAGE		104.02
	HEALTH PREMIUM 49ERS	STORM WATER MANAGE		116.72
			TOTAL:	29,095.00

20 NITRILE GLOVES 20 GARNISHMENT 20 SUPPORT ORDER 20 GAS SERVICE	GENERAL FUND  MUNICIPAL WASTEWAT MUNICIPAL WASTEWAT  GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND RECREATION	TOTAL:  POLICE ADMINISTRATION POLICE ADMINISTRATION TOTAL:  O-SOURCE MAINS & LIFTS O-PURIFY MISC TOTAL:  NON-DEPARTMENTAL NON-DEPARTMENTAL TOTAL:  PAVED STREETS	98.77 301.67 301.67 154.95 210.54 365.49 55.50 55.50 111.00 39.22 119.52 158.74
20 DUTY BOOTS 20 REPLACE BLOOD SOAKED BOOTS 20 NITRILE GLOVES 20 GARNISHMENT 20 GAS SERVICE 21 GAS SERVICE 22 GAS SERVICE 23 GAS SERVICE	GENERAL FUND  MUNICIPAL WASTEWAT MUNICIPAL WASTEWAT  GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND RECREATION	TOTAL:  POLICE ADMINISTRATION POLICE ADMINISTRATION TOTAL:  O-SOURCE MAINS & LIFTS O-PURIFY MISC TOTAL:  NON-DEPARTMENTAL NON-DEPARTMENTAL TOTAL:  PAVED STREETS PAVED STREETS	301.67 154.95 210.54_ 365.49 55.50_ 55.50_ 111.00 39.22 119.52_ 158.74 30.16
20 REPLACE BLOOD SOAKED BOOTS 20 NITRILE GLOVES 20 NITRILE GLOVES 20 GARNISHMENT 20 SUPPORT ORDER 20 GAS SERVICE 21 GAS SERVICE 22 GAS SERVICE 23 GAS SERVICE 24 GAS SERVICE	GENERAL FUND  MUNICIPAL WASTEWAT  MUNICIPAL WASTEWAT  GENERAL FUND  GENERAL FUND  GENERAL FUND  GENERAL FUND  RECREATION	POLICE ADMINISTRATION POLICE ADMINISTRATION TOTAL:  O-SOURCE MAINS & LIFTS O-PURIFY MISC TOTAL:  NON-DEPARTMENTAL NON-DEPARTMENTAL TOTAL:  PAVED STREETS PAVED STREETS	301.67 154.95 210.54_ 365.49 55.50_ 55.50_ 111.00 39.22 119.52_ 158.74 30.16
20 REPLACE BLOOD SOAKED BOOTS 20 NITRILE GLOVES 20 NITRILE GLOVES 20 GARNISHMENT 20 SUPPORT ORDER 20 GAS SERVICE 21 GAS SERVICE 22 GAS SERVICE 23 GAS SERVICE 24 GAS SERVICE	GENERAL FUND  MUNICIPAL WASTEWAT  MUNICIPAL WASTEWAT  GENERAL FUND  GENERAL FUND  GENERAL FUND  GENERAL FUND  RECREATION	POLICE ADMINISTRATION TOTAL:  O-SOURCE MAINS & LIFTS O-PURIFY MISC TOTAL:  NON-DEPARTMENTAL NON-DEPARTMENTAL TOTAL:  PAVED STREETS PAVED STREETS	210.54_ 365.49 55.50_ 55.50_ 111.00 39.22 119.52_ 158.74
20 NITRILE GLOVES 20 NITRILE GLOVES 20 GARNISHMENT 20 SUPPORT ORDER 20 GAS SERVICE 21 GAS SERVICE	GENERAL FUND  MUNICIPAL WASTEWAT  MUNICIPAL WASTEWAT  GENERAL FUND  GENERAL FUND  GENERAL FUND  GENERAL FUND  RECREATION	POLICE ADMINISTRATION TOTAL:  O-SOURCE MAINS & LIFTS O-PURIFY MISC TOTAL:  NON-DEPARTMENTAL NON-DEPARTMENTAL TOTAL:  PAVED STREETS PAVED STREETS	365.49  55.50  55.50  111.00  39.22  119.52  158.74  30.16
20 NITRILE GLOVES 20 GARNISHMENT 20 SUPPORT ORDER 20 GAS SERVICE	MUNICIPAL WASTEWAT  GENERAL FUND  GENERAL FUND  GENERAL FUND  GENERAL FUND  RECREATION	O-PURIFY MISC TOTAL:  NON-DEPARTMENTAL NON-DEPARTMENTAL TOTAL:  PAVED STREETS PAVED STREETS	55.50_ 111.00 39.22 119.52_ 158.74 30.16
20 GARNISHMENT 20 SUPPORT ORDER 20 GAS SERVICE	GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND RECREATION	TOTAL:  NON-DEPARTMENTAL  NON-DEPARTMENTAL  TOTAL:  PAVED STREETS  PAVED STREETS	39.22 119.52_ 158.74
O SUPPORT ORDER  O GAS SERVICE	GENERAL FUND GENERAL FUND RECREATION	NON-DEPARTMENTAL TOTAL:  PAVED STREETS PAVED STREETS	119.52_ 158.74 30.16
00 GAS SERVICE 00 GAS SERVICE 00 GAS SERVICE 00 GAS SERVICE 00 GAS SERVICE 00 GAS SERVICE	GENERAL FUND GENERAL FUND RECREATION	TOTAL:  PAVED STREETS PAVED STREETS	158.74 30.16
20 GAS SERVICE 20 GAS SERVICE 20 GAS SERVICE 20 GAS SERVICE 20 GAS SERVICE 20 GAS SERVICE	GENERAL FUND GENERAL FUND RECREATION	TOTAL:  PAVED STREETS PAVED STREETS	30.16
0 GAS SERVICE 0 GAS SERVICE 0 GAS SERVICE 0 GAS SERVICE 0 GAS SERVICE	GENERAL FUND RECREATION	PAVED STREETS	
0 GAS SERVICE 0 GAS SERVICE 0 GAS SERVICE 0 GAS SERVICE	RECREATION		
0 GAS SERVICE 0 GAS SERVICE 0 GAS SERVICE		DADE ADEAC	31.05
0 GAS SERVICE 0 GAS SERVICE	RECREATION		73.01
		PARK AREAS	30.17
	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE O-DISTR MISC	102.12
O GAS SERVICE		O-GEN MISC	18.50 124.43
		O-GEN MISC	60.20
O GAS SERVICE	AIRFORI	TOTAL:	469.64
0 PRINS JACOB: PAYROLL DEP RE	GENERAL FUND	ENGINEERING ADMIN TOTAL:	391.11_ 391.11
0 WEIGHTS	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	316.01
		TOTAL:	316.01
		ADMIN OFFICE SUPPLIES	31.75
0 SERVICE AGREEMENT-SHARP MX	WATER	ACCTS-RECORDS & COLLEC	16.34
			31.74
			16.34
			62.22
			10.80 63.50
			32.69
O SERVICE AGREEMENT-SHARP MA	ELECIRIC	TOTAL:	265.38
0 LICENSE FEE-C. SHORTER	GENERAL FUND	POLICE ADMINISTRATION TOTAL:	90.00_ 90.00
0 CONDUIT FOR 15KV CABLE	ELECTRIC	FA DISTR UNDRGRND COND	8,875.26
0 CONDUIT FOR 15KV CABLE	ELECTRIC	FA DISTR UNDRGRND COND	845.58_
		TOTAL:	9,720.84
		ADMIN OFFICE SUPPLIES	150.00
		ACCTS-RECORDS & COLLEC	1,350.00
			150.00
			1,350.00
		ADMIN OFFICE SUPPLIES ACCTS-RECORDS & COLLEC	300.00 2,700.00
	20 CARTRIDGE 20 SERVICE AGREEMENT-SHARP MX 20 CARTRIDGE 20 CORRECTION FLUID 20 CARTRIDGE 20 SERVICE AGREEMENT-SHARP MX 20 LICENSE FEE-C. SHORTER 20 CONDUIT FOR 15KV CABLE 20 CONDUIT FOR 15KV CABLE 20 POSTAGE BY PHONE	20 CARTRIDGE WATER 20 SERVICE AGREEMENT-SHARP MX WATER 20 CARTRIDGE MUNICIPAL WASTEWAT 20 CARTRIDGE ELECTRIC 20 CORRECTION FLUID ELECTRIC 20 CARTRIDGE ELECTRIC 20 CONDUIT FOR 15KV CABLE ELECTRIC 20 CONDUIT FOR 15KV CABLE ELECTRIC 20 CONDUIT FOR 15KV CABLE ELECTRIC 20 POSTAGE BY PHONE WATER 20 POSTAGE BY PHONE WATER 20 POSTAGE BY PHONE MUNICIPAL WASTEWAT 20 POSTAGE BY PHONE MUNICIPAL WASTEWAT	CARTRIDGE WATER ADMIN OFFICE SUPPLIES CO SERVICE AGREEMENT-SHARP MX WATER ACCTS-RECORDS & COLLEC CO CARTRIDGE MUNICIPAL WASTEWAT ADMIN OFFICE SUPPLIES CO SERVICE AGREEMENT-SHARP MX MUNICIPAL WASTEWAT ACCT-RECORDS & COLLECT CO CARTRIDGE ELECTRIC O-DISTR SUPER & ENG CO CORRECTION FLUID ELECTRIC O-DISTR SUPER & ENG CO CARTRIDGE ELECTRIC ADMIN OFFICE SUPPLIES CO CARTRIDGE ELECTRIC ACCTS-RECORDS & COLLECT CO CARTRIDGE ELECTRIC ADMIN OFFICE SUPPLIES CO SERVICE AGREEMENT-SHARP MX ELECTRIC ACCTS-RECORDS & COLLECT TOTAL:  CO LICENSE FEE-C. SHORTER GENERAL FUND POLICE ADMINISTRATION TOTAL:  CO CONDUIT FOR 15KV CABLE ELECTRIC FA DISTR UNDRGRND COND TOTAL:  CO POSTAGE BY PHONE WATER ADMIN OFFICE SUPPLIES CO POSTAGE BY PHONE MUNICIPAL WASTEWAT ADMIN OFFICE SUPPLIES CO POSTAGE BY PHONE MUNICIPAL WASTEWAT ACCT-RECORDS & COLLECT CO POSTAGE BY PHONE MUNICIPAL WASTEWAT ACCT-RECORDS & COLLECT CO POSTAGE BY PHONE MUNICIPAL WASTEWAT ACCT-RECORDS & COLLECT CO POSTAGE BY PHONE MUNICIPAL WASTEWAT ACCT-RECORDS & COLLECT CO POSTAGE BY PHONE MUNICIPAL WASTEWAT ACCT-RECORDS & COLLECT CO POSTAGE BY PHONE MUNICIPAL WASTEWAT ACCT-RECORDS & COLLECT CO POSTAGE BY PHONE ELECTRIC ADMIN OFFICE SUPPLIES CO POSTAGE BY PHONE MUNICIPAL WASTEWAT ACCT-RECORDS & COLLECT CO POSTAGE BY PHONE ELECTRIC ADMIN OFFICE SUPPLIES CO POSTAGE BY PHONE MUNICIPAL WASTEWAT ACCT-RECORDS & COLLECT COLLECTRICAL ADMIN OFFICE SUPPLIES COLLECTRICAL ADMIN O

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VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
				TOTAL:	6,000.00
RUNNINGS SUPPLY INC-ACCT#9502440	9/04/20	TREATMENT PLANT SUPPLIES	WATER	O-PURIFY MISC	45.90
	9/04/20	VAC-TRON REPAIR	WATER	O-DIST UNDERGRND LINES	67.99
	9/04/20	VAC-TRON REPAIR-RETURNED	WATER	O-DIST UNDERGRND LINES	67.99-
	9/04/20	SHOP SUPPLIES	WATER	O-DISTR MISC	92.65
	9/04/20	SHOP SUPPLIES	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	12.42
	9/04/20	NUTS & BOLTS, TRASH BAGS			27.38
		,		TOTAL:	178.35
SCHWALBACH ACE HARDWARE-5930	9/04/20	AIR FILTERS	GENERAL FUND	CENTER FOR ACTIVE LIVI	24.95
JEHWADDACH ACE HANDWAKE 3730		AIR FILTER	GENERAL FUND	CENTER FOR ACTIVE LIVI	4.99
		CAULK, THREAD SEAL TAPE,	GENERAL FUND	CENTER FOR ACTIVE LIVI	9.36
	3/04/20	CAOLK, THREAD SEAL TAFE,	GENERAL FUND	TOTAL:	39.30
SCHWALBACH ACE #6067	9/04/20	SAMPLE SHIPPING	WATER	O-PURIFY MISC	109.28
SCHWALDACH ACE #0007					
		SAMPLE SHIPPING SAMPLE SHIPPING	WATER WATER	O-PURIFY MISC	15.03 19.28
				O-PURIFY MISC	
		SAMPLE SHIPPING	WATER	O-PURIFY MISC	14.55
		SAMPLING SUPPLIES	WATER	O-DISTR MISC	41.07
		INFLUENT SAMPLE SHIPPING			11.96
		INFLUENT SAMPLE SHIPPING			11.96
	9/04/20	SCREWS & SUPPLIES	ELECTRIC	M-DISTR UNDERGRND LINE	22.98_
				TOTAL:	246.11
STUART C IRBY CO	9/04/20	5" CONDUIT FOR 15KV CABLE	ELECTRIC	FA DISTR UNDRGRND COND TOTAL:	3,839.00_ 3,839.00
TRI-STATE RENTAL CENTER	9/04/20	SERVICE FREEZER	WATER	O-DIST UNDERGRND LINES TOTAL:	40.50_ 40.50
VERIZON WIRELESS	9/04/20	MONTHLY WIRELESS SERVICE	GENERAL FUND	MAYOR AND COUNCIL	42.30
	9/04/20	MONTHLY WIRELESS SERVICE	GENERAL FUND	ADMINISTRATION	49.56
	9/04/20	MONTHLY WIRELESS SERVICE	GENERAL FUND	ENGINEERING ADMIN	92.44
	9/04/20	MONTHLY WIRELESS SERVICE	GENERAL FUND	ECONOMIC DEVELOPMENT	32.82
	9/04/20	CELL PHONE/AIR CARDS	GENERAL FUND	POLICE ADMINISTRATION	626.34
	9/04/20	CELL PHONE/AIR CARDS	GENERAL FUND	POLICE ADMINISTRATION	595.19
	9/04/20	CELL PHONE/AIR CARDS	GENERAL FUND	SECURITY CENTER	62.52
	9/04/20	CELL PHONE/AIR CARDS	GENERAL FUND	SECURITY CENTER	62.52
	9/04/20	CELL PHONE/AIR CARDS	GENERAL FUND	ANIMAL CONTROL ENFORCE	41.68
	9/04/20	CELL PHONE/AIR CARDS	GENERAL FUND	ANIMAL CONTROL ENFORCE	35.01
	9/04/20	MONTHLY WIRELESS SERVICE	GENERAL FUND	PAVED STREETS	36.22
	9/04/20	MONTHLY WIRELESS SERVICE	GENERAL FUND	PAVED STREETS	99.12
	9/04/20	CELL PHONE/AIR CARDS	GENERAL FUND	CODE ENFORCEMENT	41.68
		CELL PHONE/AIR CARDS	GENERAL FUND	CODE ENFORCEMENT	35.01
	9/04/20	MONTHLY WIRELESS SERVICE	MEMORIAL AUDITORIU	MEMORIAL AUDITORIUM	32.30
	9/04/20	MONTHLY WIRELESS SERVICE	RECREATION	PARK AREAS	37.30
		MONTHLY WIRELESS SERVICE	RECREATION	PARK AREAS	49.56
			RECREATION	OLSON PARK CAMPGROUND	56.30
				TOTAL:	2,027.87

VENDOR SORT KEY DATE DESCRIPTION FUND DEPARTMENT AMOUNT\_

> 101 GENERAL FUND 10,539.12
> 202 MEMORIAL AUDITORIUM 32.30
> 229 RECREATION 6,076.76
> 231 ECONOMIC DEV AUTHORITY 175.04
> 401 IMPROVEMENT CONST 1,382.14
> 601 WATER 19,606.42 
>  602
>  MUNICIPAL WASTEWATER
>  12,383.76
>
>
>  604
>  ELECTRIC
>  24,490.24
>  605 INDUSTRIAL WASTEWATER 528.64 606 STORM WATER MANAGEMENT 124.43 60.20 609 LIQUOR 612 AIRPORT GRAND TOTAL: 75,414.72

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VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
A H HERMEL COMPANY	9/11/20	COFFEE	GENERAL FUND	SECURITY CENTER	42.30
	9/11/20	COFFEE	GENERAL FUND	SECURITY CENTER	42.31_
				TOTAL:	84.61
ABBOTT, ROBINSON & ASSOCIATES	9/11/20	PLAN REVIEW FOR JBS PERMIT	GENERAL FUND	ECONOMIC DEVELOPMENT	937.50_
				TOTAL:	937.50
ADRIAN AUTO SERVICE LLC	9/11/20	TOW ICR#20-5147 TOW ICR# 2020-5570	GENERAL FUND	POLICE ADMINISTRATION	318.75
				POLICE ADMINISTRATION	100.00
	9/11/20	TOW ICR#2020-5663	GENERAL FUND	POLICE ADMINISTRATION TOTAL:	100.00_ 518.75
ADVANCED ENGINEERING AND ENVIRONMENTAL	9/11/20	CD 12 FLOOD MITTIGATION IMP	STORM WATER MANAGE	PROJECT #24	688.40
IDVINOBD BIGINDBRING IND BRVIRGINBRING		CD 12 LOMR	STORM WATER MANAGE		386.75
	-,,			TOTAL:	1,075.15
AMAZING WORTHINGTON CITY BAND	9/11/20	2020 CITY BAND SEASON	GENERAL FUND	BAND	3,000.00
				TOTAL:	3,000.00
AMERICAN BOTTLING COMPANY	9/11/20	MIX	LIQUOR	NON-DEPARTMENTAL	151.44_
				TOTAL:	151.44
		BUSS FIELD RESTROOMS			633.90
		ENTERTAINMENT SPEC BUILDIN			5,862.40
				2019 HOMEWOOD HILLS ST	960.00
	9/11/20	CYLINDERS	WATER	PROJECT #2 TOTAL:	160.00_ 7,616.30
ANDERSON ALIGNMENT	9/11/20	#408 OIL CHANGE/FILTERS	STORM WATER MANAGE	STREET CLEANING	262.45
	9/11/20	#408 OIL CHANGE/FILTERS	STORM WATER MANAGE	STREET CLEANING	334.86
	9/11/20	#408 OIL CHANGE/FILTERS	STORM WATER MANAGE	STREET CLEANING	144.72_
				TOTAL:	742.03
APX CONSTRUCTION GROUP LLC	9/11/20	SBA-GRANT APPROVAL CARES A	WGTN EDA		5,775.00_
				TOTAL:	5,775.00
	9/11/20			NON-DEPARTMENTAL	221.40
	9/11/20		LIQUOR	NON-DEPARTMENTAL	218.50
	9/11/20 9/11/20		-	NON-DEPARTMENTAL NON-DEPARTMENTAL	211.60 203.10
	9/11/20		~	NON-DEPARTMENTAL	184.60
	9/11/20		LIQUOR	NON-DEPARTMENTAL	45.00
	, , ,		2.11	TOTAL:	1,084.20
ARNOLD MOTOR SUPPLY LLP	9/11/20	FLASHLIGHTS	GENERAL FUND	FIRE ADMINISTRATION	635.46_
				TOTAL:	635.46
ARTISAN BEER COMPANY	9/11/20		LIQUOR	NON-DEPARTMENTAL	346.80
	9/11/20		LIQUOR	NON-DEPARTMENTAL	258.20
	9/11/20	BEER	LIQUOR	NON-DEPARTMENTAL	478.45_
				TOTAL:	1,083.45
				NON DEDARMENTAL	364.39
ATLANTIC BOTTLING COMPANY	9/11/20		LIQUOR	NON-DEPARTMENTAL	304.33
ATLANTIC BOTTLING COMPANY	9/11/20 9/11/20		LIQUOR	NON-DEPARTMENTAL NON-DEPARTMENTAL TOTAL:	337.39_ 701.78

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VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
BELLBOY CORPORATION	9/11/20	MIX	LIQUOR	NON-DEPARTMENTAL	606.15
	9/11/20	MIX	LIQUOR	NON-DEPARTMENTAL	33.50-
				NON-DEPARTMENTAL	2,436.00
	9/11/20	LIOUOR	LIQUOR	NON-DEPARTMENTAL	1,008.00
		FREIGHT		O-SOURCE MISC	7.34
				O-SOURCE MISC	58.00
			LIQUOR	O-GEN MISC	118.00
			2.11	TOTAL:	4,199.99
BELTLINE AUTOMOTIVE LLC	9/11/20	#17-23 OIL CHANGE/FILTER	GENERAL FUND	POLICE ADMINISTRATION	33.24
	9/11/20	#17-23 OIL CHANGE/FILTER	GENERAL FUND	POLICE ADMINISTRATION	6.50_
				TOTAL:	39.74
BEVERAGE WHOLESALERS INC	9/11/20		LIQUOR	NON-DEPARTMENTAL	10,422.15
	9/11/20		LIQUOR	NON-DEPARTMENTAL	128.00
	9/11/20	BEER	LIQUOR	NON-DEPARTMENTAL	890.40
	9/11/20	BEER	LIQUOR	NON-DEPARTMENTAL	8,592.40
	9/11/20	BEER	LIQUOR	NON-DEPARTMENTAL	11,994.05
	9/11/20	BEER	LIQUOR	NON-DEPARTMENTAL	9,757.80
	9/11/20	BEER	LIQUOR	NON-DEPARTMENTAL	10,113.63
	9/11/20	BEER	LIQUOR	NON-DEPARTMENTAL	208.00_
				TOTAL:	52,106.43
BOLTON & MENK INC	9/11/20	CENTENNIAL PARK SPLASH PAD	RECREATION	PARK AREAS	373.50
	9/11/20	DUGDALE RESIDENTIAL SUBD	ECONOMIC DEV AUTHO	MISC HOUSING DEVELOPME	14,738.50
				FA PURIFY STRUCTURES	387.50
	9/11/20	WWTF IMPROVEMENTS	MUNICIPAL WASTEWAT	FA PURIFY STRUCTURES	11,832.50
	9/11/20	SHOUTH SHORE LIFT STATION	MUNICIPAL WASTEWAT	PROJECT #18	5,352.50_
				TOTAL:	32,684.50
BRAUN INTERTEC CORP	9/11/20	LOWER 10/ CAMPBELL SOUP SI	RECREATION	FIELD HOUSE	1,851.10_
				TOTAL:	1,851.10
BREAKTHRU BEVERAGE MINNESOTA BEER LLC	9/11/20			NON-DEPARTMENTAL	1,969.00
	9/11/20	MIX	LIQUOR	NON-DEPARTMENTAL	155.50
	9/11/20	WINE	LIQUOR	NON-DEPARTMENTAL	456.00
	9/11/20		-	NON-DEPARTMENTAL	997.60
	9/11/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	3,196.09
	9/11/20		LIQUOR	NON-DEPARTMENTAL	424.00
	9/11/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	5,329.23
	9/11/20	WINE	LIQUOR	NON-DEPARTMENTAL	200.00
	9/11/20	FREIGHT	LIQUOR	O-SOURCE MISC	40.70
	9/11/20	FREIGHT	LIQUOR	O-SOURCE MISC	9.25
	9/11/20	FREIGHT	LIQUOR	O-SOURCE MISC	51.33
		FREIGHT	LIQUOR	O-SOURCE MISC	7.40
	9/11/20	FREIGHT	LIQUOR	O-SOURCE MISC	80.39
	9/11/20	FREIGHT	LIQUOR	O-SOURCE MISC	9.25_
				TOTAL:	12,925.74
MICHAEL BURNS	9/11/20	KEYS	GENERAL FUND	POLICE ADMINISTRATION	4.00_
				TOTAL:	4.00
CAMPUS CLEANERS	9/11/20	RENTAL MATS	LIQUOR	O-GEN MISC	36.89_
				TOTAL:	36.89

CHAMBER OF COMMERCE 9/11/20 LODGING TAX-JULY GENERAL FUND LODGING TAX/TOURISM 15,081.87

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
				TOTAL:	15,081.87
CLAIR VAN GROUW CONSTRUCTION INC	9/11/20	PARK SHELTER BUILDINGS	RECREATION	NON-DEPARTMENTAL	5,165.59-
	9/11/20	PARK SHELTER BUILDINGS	RECREATION	PARK AREAS	103,311.85
				TOTAL:	98,146.26
CLAREYS SAFETY EQUIPMENT	9/11/20	FIRE PUBLIC SERVICE VESTS	GENERAL FUND		400.00_
				TOTAL:	400.00
CLARKE ENVIRONMENTAL MOSQUITO MANAGEME	9/11/20	MOSQUITO MANAGEMENT	GENERAL FUND	PAVED STREETS	3,250.00_
				TOTAL:	3,250.00
COMPUTER LODGE LLC	9/11/20	DP TO VGA/ MALE TO FEMALE	DATA PROCESSING	DATA PROCESSING	19.99_
				TOTAL:	19.99
OOPERATIVE ENERGY COMPANY 02642198			GENERAL FUND	FIRE ADMINISTRATION	36.00
	9/11/20		GENERAL FUND	FIRE ADMINISTRATION	37.67
	9/11/20		GENERAL FUND	FIRE ADMINISTRATION	24.03
	9/11/20	FUEL	GENERAL FUND	FIRE ADMINISTRATION TOTAL:	24.98_ 122.68
				TOTAL.	
COOPERATIVE ENERGY CO- ACCT # 5910807			RECREATION	PARK AREAS	66.90
		GAS-WEEDEATERS	RECREATION	PARK AREAS	6.26
	9/11/20	GAS-WEEDEATER	RECREATION	PARK AREAS TOTAL:	5.99_ 79.15
CREDIT BUREAU OF NEW ULM			GENERAL FUND	POLICE ADMINISTRATION	105.00
	9/11/20	CREDIT REPORT	GENERAL FUND	POLICE ADMINISTRATION TOTAL:	35.00_ 140.00
CULLIGAN OF WORTHINGTON	9/11/20	MONTHLY SERVICE	GENERAL FUND	GENERAL GOVT BUILDINGS	57.95
COLLIGAN OF WORTHINGTON			GENERAL FUND	SECURITY CENTER	55.50
		MONTHLY SERVICE	GENERAL FUND	SECURITY CENTER	55.50
		MONTHLY SERVICE	GENERAL FUND	PAVED STREETS	5.00
			GENERAL FUND	PAVED STREETS	32.50
	9/11/20	MONTHLY SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	18.00
	9/11/20	MONTHLY SERVICE	ELECTRIC	ACCTS-RECORDS & COLLEC	64.83_
				TOTAL:	289.28
DACOTAH PAPER CO	9/11/20	BAGS, KLEENEX, SANITIZER	LIQUOR	O-GEN MISC	334.75
		FACE MASKS	LIQUOR	O-GEN MISC	26.03
		GROCERY BAGS		O-GEN MISC	352.85
	9/11/20	CLEANING SCRUBBER BRUSH	LIQUOR	O-GEN MISC	3,001.43_ 3,715.06
DANS ELECTRIC INC	9/11/20	EMERGENCY EXIT INSTALL	GENERAL FUND		
				TOTAL:	662.90
DIAMOND VOGEL PAINT	9/11/20	PAINT-RAILINGS	MUNICIPAL WASTEWAT		40.79_
				TOTAL:	40.79
DK BUILDINGS, LLC				NON-DEPARTMENTAL	10,945.20-
	9/11/20	10TH STREET PLAZA	RECREATION		
				TOTAL:	207,958.80
OOLL DISTRIBUTING LLC	9/11/20	DEED	LIQUOR	NON-DEPARTMENTAL	9,334.13

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VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	9/11/20	BEER	LIQUOR	NON-DEPARTMENTAL	8,562.55
	9/11/20		LIQUOR	NON-DEPARTMENTAL	548.70
	9/11/20		LIQUOR	NON-DEPARTMENTAL	8,291.55
	9/11/20		LIQUOR	NON-DEPARTMENTAL	5,160.85
	9/11/20		LIQUOR	NON-DEPARTMENTAL	9,444.45
	9/11/20			NON-DEPARTMENTAL	159.50
	9/11/20			NON-DEPARTMENTAL	120.00
	9/11/20		~	NON-DEPARTMENTAL	104.55
	9/11/20		LIOUOR	NON-DEPARTMENTAL	104.97
	9/11/20		LIQUOR	NON-DEPARTMENTAL	1,184.40
	9/11/20		LIQUOR	NON-DEPARTMENTAL	9,285.20
					52.10
	9/11/20		-	NON-DEPARTMENTAL	1,528.80
	9/11/20	BLEK	LIQUOR	NON-DEPARTMENTAL TOTAL:	53,881.75
DUBOIS CHEMICALS INC	9/11/20	CHEMICALS	INDUSTRIAL WASTEWA		8,323.74_
				TOTAL:	8,323.74
DUININCK INC	9/11/20	BLADE MIX	GENERAL FUND	PAVED STREETS	283.72
	9/11/20	2020 BITUMINOUS OVERLAYS	IMPROVEMENT CONST	NON-DEPARTMENTAL	16,236.64-
		2020 BITUMINOUS OVERLAYS			324,732.84
	9/11/20	DUININCK INC	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	743.45
	9/11/20	2020 SAN/STORM SEWER IMPRO			5,412.84-
	9/11/20	DUININCK INC	STORM WATER MANAGE	PROJECT #6	111,004.80
				TOTAL:	_
E-Z WASH	9/11/20	AUGUST CAR WASHES	GENERAL FUND	POLICE ADMINISTRATION	88.00_
				TOTAL:	88.00
EARL F ANDERSEN INC- DIVISION OF SAFET	9/11/20	MATERIALS FOR SIGN INSTALL	GENERAL FUND		376.25_
				TOTAL:	376.25
ECHO GROUP INC	9/11/20	FISHTAPE	ELECTRIC	O-DISTR MISC	73.59
	9/11/20	SCOTCHKOTE	ELECTRIC	M-DISTR UNDERGRND LINE	89.38
	9/11/20	PVC FITTINGS	ELECTRIC	FA DISTR UNDRGRND COND	179.89
	9/11/20	PVC FITTINGS	ELECTRIC	FA DISTR UNDRGRND COND	35.98
	9/11/20	PVC FITTINGS	ELECTRIC	FA DISTR UNDRGRND COND	58.51
	9/11/20	PVC PIPE	ELECTRIC	FA DISTR UNDRGRND COND	3,284.51_
				TOTAL:	3,721.86
FIFE WATER SERVICES INC	9/11/20	CHEMICALS	INDUSTRIAL WASTEWA	O-PURIFY MISC	11,579.02
			INDUSTRIAL WASTEWA	O-PURIFY MISC	11,527.74_
				TOTAL:	23,106.76
FIRST CHILDREN'S FINANCE	9/11/20	CONSULTING-CHILD CARE STUD	GENERAL FUND	ECONOMIC DEVELOPMENT TOTAL:	7,500.00_ 7,500.00
FRONTIER COMMUNICATION SERVICES	9/11/20	PHONE SERVICE	WATER	O-PUMPING	61.55
	9/11/20	PHONE SERVICE	WATER	O-PURIFY MISC	71.57
	9/11/20	PHONE SERVICE	WATER	O-DISTR MISC	54.82
	9/11/20	PHONE SERVICE		ADMIN OFFICE SUPPLIES	28.48
		PHONE SERVICE		ACCTS-RECORDS & COLLEC	95.43
		PHONE SERVICE		O-SOURCE MAINS & LIFTS	369.20
		PHONE SERVICE		O-PURIFY SUPERVISION	28.48
		PHONE SERVICE	MUNICIPAL WASTEWAT		43.31
	., , .	PHONE SERVICE		ADMIN OFFICE SUPPLIES	28.48

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9/11/20 PHONE SERVICE ELECTRIC O-SOURCE MISC
9/11/20 PHONE SERVICE ELECTRIC O-DISTR SUPER & ENG
9/11/20 PHONE SERVICE ELECTRIC O-DISTR STATION EXPENS
9/11/20 PHONE SERVICE ELECTRIC O-DISTR MISC
9/11/20 PHONE SERVICE ELECTRIC ADMIN OFFICE SUPPLIES
9/11/20 PHONE SERVICE ELECTRIC ACCTS-RECORDS & COLLEC
9/11/20 PHONE SERVICE ELECTRIC ACCTS-RECORDS & COLLEC 93.80 71.88 56.59 127.20 121.10 40.07 TOTAL: 1,386.24 9/11/20 OPERATOR BELT, UNIFORM SHI GENERAL FUND POLICE ADMINISTRATION GALLS LLC TOTAL: 98.27 9/11/20 2ND AVENUE UTILITY UPGRADE WATER PROJECT #11 GEOTEK INC 1,445.00 9/11/20 2ND AVENUE UTILITY UPGRADE WATER PROJECT #11
9/11/20 2ND AVENUE UTILITY UPGRADE MUNICIPAL WASTEWAT PROJECT #7
TOTAL: 1,913.50 3,358.50 9/11/20 #14-27 OIL CHANGE, WHEEL A GENERAL FUND
9/11/20 #14-27 OIL CHANGE, WHEEL A GENERAL FUND
9/11/20 TORO MOWER
9/11/20 TORO MOWER
9/11/20 TORO MOWER
9/11/20 TORO MOWER
9/11/20 #502 OIL CHANGE
9/11/20 #502 OIL CHANGE
9/11/20 MOWER
9/11/20 #504 OIL CHANGE
9/11/20 #504 OIL CHANGE GRAHAM TIRE OF WORTHINGTON INC 94.90 22.74 12.00 14.95 20.93 592.63 TOTAL: 9/11/20 FILTER PLANT SUPPLIES WATER M-PURIFY EQUIPMENT GRAINGER 48 44 48.44 TOTAL: O-PURIFY 9/11/20 3 TONS CHLORINE WATER O-PURIFY
9/11/20 CHLORINE CYLINDER MUNICIPAL WASTEWAT O-PURIFY MISC
9/11/20 275 GAL SODIUM BISULFITE S MUNICIPAL WASTEWAT O-PURIFY MISC HAWKINS INC 2,045.70 670.40 TOTAL: 3,694.49 9/11/20 WINE LIQUOR NON-DEPARTMENTAL 245.28\_ 245.28 INDIAN ISLAND WINERY TOTAL: 9/11/20 WINDOW CLEANING-AUGUST LIQUOR O-GEN MISC J & K WINDOWS 90.00 TOTAL: 90.00 PARK AREAS 9/11/20 TENNIS COURTS RECREATION 12,000.00 JANCO SPECIALIZED SURFACES TOTAL: 12,000.00 9/11/20 SOAP DISPENSERS-RESTROOMS RECREATION PARK AREAS
9/11/20 DUST MOPS RECREATION PARK AREAS
9/11/20 JANITOR'S CLOSET RECREATION OLSON PARK CAMPGROUND JANITOR'S CLOSET 242.85 209.47 53.78

9/11/20 #425 LOADER GENERAL FUND PAVED STREETS
9/11/20 #425 LEAD CONVERSION POST GENERAL FUND PAVED STREETS
9/11/20 CLAM BUCKET HOSE END FITTI GENERAL FUND PAVED STREETS
9/11/20 TOOLCAT RECREATION PARK AREAS

JERRY'S AUTO SUPPLY OF WORTHINGTON INC 9/11/20 #425 LOADER

6.69

4.56 79.80 09-10-2020 12:27 AM COUNCIL REPORT 9/11/2020 PAGE: 6 DEPARTMENT VENDOR SORT KEY DATE DESCRIPTION AMOUNT FUND STORM WATER MANAGE STREET CLEANING
9/11/20 FUSE
9/11/20 #408 PARTS
STORM WATER MANAGE STREET CLEANING
9/11/20 #408 PARTS
STORM WATER MANAGE STREET CLEANING 9/11/20 #408 PARTS 49.58 2.99 5.49 9/11/20 #404 AIRPORT TUG SCREW AIRPORT O-GEN MISC
9/11/20 AIRPORT TUG-BELT AIRPORT O-GEN MISC 4.98 17.72 TOTAL: 175.17 9/11/20 FULL TIME LIQUOR STORE CLE GENERAL FUND PERSONNEL & RECRUITMEN 464.50 JOBSHO TOTAL: 464.50 LIQUOR
LIQUOR
LIQUOR
NON-L
LIQUOR
NON-DEPARTMENTAL
LIQUOR
O-SOURCE MISC
TOTAL: 9/11/20 WINE NON-DEPARTMENTAL JOHNSON BROTHERS LIQUOR CO LIQUOR 9/11/20 LIQUOR 6,712.54 9/11/20 WINE 4,470.78 9/11/20 MIX 9/11/20 BEER 210.00 9/11/20 LIQUOR 336.00 9/11/20 LIQUOR 2,919.15 9/11/20 WINE 3,233.16 9/11/20 MTX 84.95 9/11/20 LIQUOR 5,248.27 9/11/20 WINE 482.10 1,179.86 9/11/20 LIQUOR 9/11/20 WINE 9/11/20 FREIGHT 9/11/20 FREIGHT 9/11/20 FREIGHT 9/11/20 FREIGHT 9/11/20 FREIGHT 101.82 9/11/20 FREIGHT 9/11/20 FREIGHT 14.95 9/11/20 FREIGHT 9/11/20 FREIGHT 12.62 18.59\_ TOTAL: 25,830.75 9/11/20 #86-50 PARTS GENERAL FUND POLICE ADMINISTRATION JOHNSTON AUTOSTORES 2.88 9/11/20 2019 IND SAN SEWER MANHOLE INDUSTRIAL WASTEWA NON-DEPARTMENTAL LARSON CRANE SERVICE INC 1,577.24 9/11/20 2019 IND SAN SEWER MANHOLE INDUSTRIAL WASTEWA PROJECT #7 2,378.33\_ TOTAL: 9/11/20 2020-2021 MEMBERSHIP DUES GENERAL FUND NON-DEPARTMENTAL LEAGUE OF MN CITIES 8,377.00 TOTAL: 8,377.00 9/11/20 WORK COMP PREMIUM-4TH QTR GENERAL FUND MAYOR AND COUNCIL 9/11/20 WORK COMP PREMIUM-4TH QTR GENERAL FUND ADMINISTRATION LEAGUE OF MN CITIES INSURANCE TRUST 215.75 9/11/20 WORK COMP PREMIUM-4TH QTR GENERAL FUND ELECTIONS 9/11/20 WORK COMP PREMIUM-4TH QTR GENERAL FUND CLERK'S OFFICE 186.25 9/11/20 WORK COMP PREMIUM-4TH QTR GENERAL FUND ACCOUNTING
9/11/20 WORK COMP PREMIUM-4TH QTR GENERAL FUND ENGINEERING ADMIN
9/11/20 WORK COMP PREMIUM-4TH QTR GENERAL FUND ECONOMIC DEVELOPMENT 240.00 358.25

9/11/20 2020-2021 MEMBERSHIP DUES GENERAL FUND

LEAGUE OF MN CITIES

TOTAL:

TOTAL:

OTHER GEN GOVT MISC

1,687.74

4,188.00

4.188.00

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9/11/20 WORK COMP PREMIUM-4TH QTR GENERAL FUND MISC SPECIAL DAYS/EVEN 139.25 9/11/20 WORK COMP PREMIUM-4TH QTR MEMORIAL AUDITORIU MEMORIAL AUDITORIUM 110.75 9/11/20 WORK COMP PREMIUM-4TH QTR RECREATION SOCCER COMPLEX 215.50 9/11/20 WORK COMP PREMIUM-4TH QTR RECREATION PARK AREAS
9/11/20 WORK COMP PREMIUM-4TH QTR RECREATION OLSON PARK CAMPGROUND
9/11/20 WORK COMP PREMIUM-4TH QTR RECREATION TREE REMOVAL
9/11/20 WORK COMP PREMIUM-4TH QTR PIR/TRUNKS SP ASSESS-ADMIN ESCROW 3,010.72 1,783.73 38 75 9/11/20 WORK COMP PREMIUM-4TH QTR IMPROVEMENT CONST OTHER MISC PROJECTS 2,023.23 9/11/20 WORK COMP PREMIUM-4TH QTR WATER INJURIES AND DAMAGES 2,886.98 9/11/20 WORK COMP PREMIUM-4TH QTR MUNICIPAL WASTEWAT INJURIES AND DAMAGES 4,441.96 9/11/20 WORK COMP PREMIUM-4TH QTR ELECTRIC INJURIES & DAMAGES 3.787 21 9/11/20 WORK COMP PREMIUM-4TH QTR STORM WATER MANAGE STORM DRAINAGE 9/11/20 WORK COMP PREMIUM-4TH QTR STORM WATER MANAGE STREET CLEANING 622.24 9/11/20 WORK COMP PREMIUM-4TH QTR LIQUOR O-GEN MISC O-GEN MISC 2,759.23 9/11/20 WORK COMP PREMIUM-4TH QTR AIRPORT 521.75 9/11/20 WORK COMP PREMIUM-4TH QTR AIRPORT O-GEN MISC 521.75
9/11/20 WORK COMP PREMIUM-4TH QTR DATA PROCESSING DATA PROCESSING 234.60\_
TOTAL: 56,865.26 LEWIS & CLARK REGIONAL WATER SYSTEM IN 9/11/20 CAPACITY CHARGE WATER O-SOURCE MISC 9/11/20 WATER RATE WATER O-SOURCE MISC 26,199.04 30,622.00 TOTAL: 56,821.04 9/11/20 QUALITY INSTALL BONUS ELECTRIC CUSTOMER INSTALL EXPEN
9/11/20 SHR #1 SERVICE CALL ELECTRIC M-SOURCE STRUCTURES LOWES SHEET METAL INC 292.19\_ TOTAL: 992.19 9/11/20 #19-42 OIL CHANGE GENERAL FUND POLICE ADMINISTRATION 9/11/20 #19-42 OIL CHANGE GENERAL FUND POLICE ADMINISTRATION MARTHALER CDJR TOTAL: 58.75 9/11/20 MIDWEST FIRE EQUIP & REPAI GENERAL FUND FIRE ADMINISTRATION MIDWEST FIRE EQUIP & REPAIR CO INC 595 08 TOTAL: 595.08 MINNESOTA BOARD OF WATER AND SOIL RESO 9/11/20 GLENWOOD HEIGHTS/DUGDALE P ECONOMIC DEV AUTHO MISC HOUSING DEVELOPME 120,988.26 TOTAL: 120,988.26 GENERAL FUND GENERAL GOVT BUILDINGS
GENERAL FUND CENTER FOR ACTIVE LIVI
MEMORIAL AUDITORIU MEMORIAL AUDITORIUM
WATER O-DISTR MISC
MUNICIPAL WASTEWAT O-SOURCE MAINS & LIFTS
ELECTRIC O-DISTR MISC
AIRPORT O-GEN MISC MINNESOTA ENERGY RESOURCES CORP 9/11/20 GAS SERVICE 56.34 9/11/20 GAS SERVICE 9/11/20 GAS SERVICE 737.00 9/11/20 GAS SERVICE 4.86 9/11/20 GAS SERVICE 4.85 9/11/20 GAS SERVICE 9.70

38.44

9/11/20 GAS SERVICE

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
				TOTAL:	899.38
MINNESOTA MAYOR'S ASSOCIATION	9/11/20	MEMBERSHIP DUES	GENERAL FUND	MAYOR AND COUNCIL	30.00
	., , .			TOTAL:	30.00
MISCELLANEOUS V FUNK DAVE	9/11/20	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	50.00
GLOVIGEN PAUL	9/11/20	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	25.00_
				TOTAL:	75.00
MORRIS ELECTRONICS INC		WILDCARD SSL RENEWAL		ACCOUNTING	380.00
		CARES UPGRADES	GENERAL FUND	GENERAL GOVT BUILDINGS	810.00
		TECHNICAL SUPPORT	WATER	ACCTS-RECORDS & COLLEC	
		TECHNICAL SUPPOORT	WATER	ACCTS-RECORDS & COLLEC	125.00
		TECHNICAL SUPPORT		ACCTS-RECORDS & COLLEC	75.00
		TECHNICAL SUPPORT	WATER	ACCTS-RECORDS & COLLEC	10.00
		TECHNICAL SUPPORT	WATER	ACCTS-RECORDS & COLLEC	46.59
		TECHNICAL SUPPORT		ACCTS-RECORDS & COLLEC	15.00
		TECHNICAL SUPPORT		ACCT-RECORDS & COLLECT	25.00
		TECHNICAL SUPPOORT	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	124.99
	9/11/20	TECHNICAL SUPPORT	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	75.00
		TECHNICAL SUPPORT	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	10.00
	9/11/20	TECHNICAL SUPPORT	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	46.58
	9/11/20	TECHNICAL SUPPORT	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	15.00
	9/11/20	TECHNICAL SUPPORT	ELECTRIC	ACCTS-RECORDS & COLLEC	50.00
	9/11/20	TECHNICAL SUPPOORT		ACCTS-RECORDS & COLLEC	249.99
	9/11/20	TECHNICAL SUPPORT	ELECTRIC	ACCTS-RECORDS & COLLEC	150.00
	9/11/20	TECHNICAL SUPPORT	ELECTRIC	ACCTS-RECORDS & COLLEC	20.00
	9/11/20	TECHNICAL SUPPORT	ELECTRIC	ACCTS-RECORDS & COLLEC	93.18
	9/11/20	TECHNICAL SUPPORT	ELECTRIC	ACCTS-RECORDS & COLLEC	30.00
	9/11/20	STANDARD WILDCARD SSL RENE	DATA PROCESSING	DATA PROCESSING	924.98
	9/11/20	REMOTE HELP W/STEPHANIE	DATA PROCESSING	DATA PROCESSING	200.00
	9/11/20	PREP WORK NEW SERVER	DATA PROCESSING	DATA PROCESSING	915.00
	9/11/20	MAIL SERVER	DATA PROCESSING	DATA PROCESSING	1,130.60
	9/11/20	MAIL SERVER ISSUES	DATA PROCESSING	DATA PROCESSING	160.00
	9/11/20	TAPE DRIVE	DATA PROCESSING	DATA PROCESSING	1,102.95
	9/11/20	WEB MAIL WORK & TESTING	DATA PROCESSING	DATA PROCESSING	80.00
	9/11/20	ENGINEERING E-MAIL ISSUES	DATA PROCESSING	DATA PROCESSING	105.00
	9/11/20	REINSTALL JASON'S E-MAIL	DATA PROCESSING	DATA PROCESSING	70.00
				TOTAL:	7,064.86
MTI DISTRIBUTING INC	9/11/20	TORO MOWERS	RECREATION	PARK AREAS	717.81
				TOTAL:	717.81
NICOLE R KEMPEMA	9/11/20	AUGUST CLEANING-CITY HALL	GENERAL FUND	GENERAL GOVT BUILDINGS	1,950.00
		AUGUST CLEANING-BAC		TRAINING/TESTING CENTE	641.25
	*, ==, = *			TOTAL:	2,591.25
NOBLES COUNTY AUDITOR/TREASURER	9/11/20	AUGUST LEGAL SERVICES	GENERAL FUND	PROSECUTION	19,420.25
	9/11/20	SOLID WASTE MANAGEMENT-JUL	WASTE MANAGEMENT C	SOLID WASTE/RECYCLE	7,292.00_
				TOTAL:	26,712.25
NOBLES COUNTY HISTORIAL SOCIETY INC	9/11/20	2020 APPROPRIATION	GENERAL FUND	OTHER GEN GOVT MISC	22,000.00_
				TOTAL:	22,000.00
OLD DOMINION BRUSH INC	9/11/20	SWEEPER	STORM WATER MANAGE		3,094.78_
				TOTAL:	3,094.78

09-10-2020 12:27 AM COUNCIL REPORT 9/11/2020 PAGE: 9 DEPARTMENT VENDOR SORT KEY DATE DESCRIPTION AMOUNT FUND 9/11/20 CARTRIDGE GENERAL FUND ACCOUNTING 94.99
9/11/20 SHEET PROTECTORS GENERAL FUND ENGINEERING ADMIN 2.81
9/11/20 MARKERS GENERAL FUND ENGINEERING ADMIN 5.04
9/11/20 SHEET PROTECTORS GENERAL FUND ECONOMIC DEVELOPMENT 2.80
9/11/20 MARKERS GENERAL FUND ECONOMIC DEVELOPMENT 5.04
9/11/20 APPPOINTMENT BOOK GENERAL FUND ECONOMIC DEVELOPMENT 51.08
9/11/20 WIRELESS MOUSE GENERAL FUND ECONOMIC DEVELOPMENT 24.95
9/11/20 CHAIRS GENERAL FUND GENERAL GOVT BUILDINGS 3,410.00
9/11/20 COFFEE FILTERS, LEGAL PAPE GENERAL FUND GENERAL GOVT BUILDINGS 10.11\_
TOTAL: 3,606.82 ONE OFFICE SOLUTION-WOCITY ONE OFFICE SOLUTION-NCLAWE 9/11/20 STAPLER, POST ITS, BINDER GENERAL FUND SECURITY CENTER 9/11/20 STAPLER, POST ITS, BINDER GENERAL FUND SECURITY CENTER 31.66 31.67\_ 63.33 TOTAL: 9/11/20 DRY ERASE BOARD, MARKERS GENERAL FUND FIRE ADMINISTRATION
9/11/20 DRY ERASE BOARD, MARKERS GENERAL FUND FIRE ADMINISTRATION
9/11/20 MX2600N GENERAL FUND PAVED STREETS
9/11/20 POST CARDS GENERAL FUND CENTER FOR ACTIVE LIVI
9/11/20 DISINFECTANT WIPES MEMORIAL AUDITORIU MEMORIAL AUDITORIUM
9/11/20 MARKERS RECREATION PARK AREAS
9/11/20 MXC301W LIQUOR O-GEN MISC
9/11/20 PAPER LIQUOR O-GEN MISC
9/11/20 DISPOSABLE MASKS LIQUOR O-GEN MISC
9/11/20 INK CARTRIDGE DATA PROCESSING
9/11/20 MX5140N DATA PROCESSING COPIER/FAX
TOTAL: 101.08 ONE OFFICE SOLUTION-WOCITY 240.77 4 20 48 05 112.02 217.15 1,059.87 TOTAL: 9/11/20 TOILET PAPER, TOWELS WATER ADMIN OFFICE SUPPLIES
9/11/20 MULTI-FOLD TOWELS WATER ADMIN OFFICE SUPPLIES
9/11/20 TOILET PAPER, TOWELS WATER ACCTS-RECORDS & COLLEC
9/11/20 MULTI-FOLD TOWELS WATER ACCTS-RECORDS & COLLEC
9/11/20 TONER MUNICIPAL WASTEWAT O-PURIFY SUPERVISION
9/11/20 TOILET PAPER, TOWELS MUNICIPAL WASTEWAT ACCT-RECORDS & COLLECT
9/11/20 TOILET PAPER, TOWELS MUNICIPAL WASTEWAT ACCT-RECORDS & COLLECT
9/11/20 MULTI-FOLD TOWELS MUNICIPAL WASTEWAT ACCT-RECORDS & COLLECT
9/11/20 MULTI-FOLD TOWELS MUNICIPAL WASTEWAT ACCT-RECORDS & COLLECT
9/11/20 MULTI-FOLD TOWELS ELECTRIC ADMIN OFFICE SUPPLIES
9/11/20 MULTI-FOLD TOWELS ELECTRIC ACCTS-RECORDS & COLLEC
10/11/20 MULTI-FOLD TOWELS ELECTRIC ACCTS-RECORDS & COLLEC ONE OFFICE SOLUTION-WOUTIL 112.47 10.26 3 12 219.60 TOTAL: LIQUOR NON-DEPARTMENTAL 131.00
LIQUOR NON-DEPARTMENTAL 2,777.00
LIQUOR O-SOURCE MISC 40.00 9/11/20 LIQUOR PAUSTIS WINE COMPANY 9/11/20 WINE 9/11/20 FREIGHT 2,948.00 TOTAL: LIQUOR NON-DEPARTMENTAL
LIQUOR NON-DEPARTMENTAL
LIQUOR NON-DEPARTMENTAL
LIQUOR NON-DEPARTMENTAL PEPSI COLA BOTTLING CO OF PIPESTONE, M 9/11/20 MIX 83.90 123.95

9/11/20 LIQUOR LIQUOR NON-DEPARTMENTAL 9/11/20 WINE LIQUOR NON-DEPARTMENTAL

159.90

427.75

6,019.53

TOTAL:

9/11/20 MTX 9/11/20 MIX 9/11/20 MIX

PHILLIPS WINE & SPIRITS INC

09-10-2020 12:27 AM COUNCIL REPORT 9/11/2020 PAGE: 10 VENDOR SORT KEY DATE DESCRIPTION FUND DEPARTMENT AMOUNT 9/11/20 MIX LIQUOR NON-DEPARTMENTAL 33.30 LIQUOR NON-DEPARTMENTAL 9/11/20 LIQUOR 10,107.72 NON-DEPARTMENTAL
NON-DEPARTMENTAL
NON-DEPARTMENTAL
NON-DEPARTMENTAL
NON-DEPARTMENTAL
O-SOURCE MISC
O-SOURCE MISC
O-SOURCE MISC
O-SOURCE MISC
O-SOURCE MISC
O-SOURCE MISC
O-SOURCE MISC 851.25 9/11/20 WINE LIQUOR LIQUOR LIQUOR LIQUOR LIQUOR LIQUOR 9/11/20 MTX 103 80 8,608.11 9/11/20 LIQUOR 9/11/20 WINE 9/11/20 FREIGHT 9/11/20 FREIGHT LIQUOR LIQUOR 9/11/20 FREIGHT 180.22 9/11/20 FREIGHT 37.74 9/11/20 FREIGHT LIQUOR 116.83 LIQUOR 9/11/20 FREIGHT 30.42 TOTAL: 27,217.38 MEMORIAL AUDITORIU MEMORIAL AUDITORIUM 9/11/20 MOWING PRECISION LAWN+ 750.00 TOTAL: 750.00 PRODUCTIVITY PLUS ACCOUNT 9/11/20 O-RING TORO RECREATION PARK AREAS RECREATION PARK AREAS 28.36 9/11/20 HOSE 9/11/20 TOOLCAT-HYDRAULIC LEAK REP RECREATION PARK AREAS 9/11/20 TOOLCAT-HYDRAULIC LEAK REP RECREATION PARK AREAS 77.69 87.56 TOTAL: 9/11/20 INK CARTRIDGE WATER ADMIN OFFICE SUPPLIES
9/11/20 INK CARTRIDGE WATER ACCTS-RECORDS & COLLEC
9/11/20 INK CARTRIDGE MUNICIPAL WASTEWAT ADMIN OFFICE SUPPLIES
9/11/20 INK CARTRIDGE MUNICIPAL WASTEWAT ACCT-RECORDS & COLLECT
9/11/20 INK CARTRIDGE ELECTRIC ADMIN OFFICE SUPPLIES
9/11/20 INK CARTRIDGE ELECTRIC ACCTS-RECORDS & COLLEC
9/11/20 LEASE PAYMENT DATA PROCESSING COPIER/FAX QUADIENT LEASING USA, INC 8.35 16 70 502.08 TOTAL: 836.00 9/11/20 TARGETS GENERAL FUND POLICE ADMINISTRATION QUALIFICATION TARGETS INC 144.08 TOTAL: 144.08 9/11/20 #20-24 EQUIPMENT GENERAL FUND POLICE ADMINISTRATION
9/11/20 #20-32 EQUIPMENT GENERAL FUND POLICE ADMINISTRATION
9/11/20 #20-34 EQUIPMENT GENERAL FUND POLICE ADMINISTRATION
9/11/20 MAINTENANCE CONTRACT-JUNE GENERAL FUND POLICE ADMINISTRATION
9/11/20 MAINTENANCE CONTRACT-JULY GENERAL FUND POLICE ADMINISTRATION
9/11/20 MAINTENANCE CONTRACT-AUGUS GENERAL FUND POLICE ADMINISTRATION RACOM CORP 3,741.41 3,820.51 3,787.97 512.74 512.74 12,888.11 TOTAL: 9/11/20 SIGN-IN PACKAGE-MEDIAWORKS GENERAL FUND OTHER GEN GOVT MISC 500.00 9/11/20 CARES ACT CAMPAIGN WGTN EDA INVALID DEPARTMENT 5,000.00 9/11/20 CARES ACT CAMPAIGN WGTN EDA INVALID DEPARTMENT 500.00 RADIO WORKS LLC TOTAL: 6,000.00 LIQUOR NON-DEPARTMENTAL 216.00\_ 216.00 RED BULL DISTRIBUTION COMPANY INC 9/11/20 MIX TOTAL:

9/11/20 PULLING LUBRICANT

9/11/20 WINE

ELECTRIC FA DISTR UNDRGRND COND

NON-DEPARTMENTAL

LIQUOR

TOTAL:

TOTAL:

851.57

851.57

720.00

720.00

RESCO

ROUND LAKE VINEYARDS & WINERY LLC

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
RUNNINGS SUPPLY INC-ACCT#9502440	9/11/20	GLOVES	WATER	ACCTS-RECORDS & COLLEC	16.10
	9/11/20	GLOVES	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	16.09
	9/11/20	TOOL BOX FOR #104	ELECTRIC	O-DISTR UNDERGRND LINE	349.98
	9/11/20	LEVELS	ELECTRIC	O-DISTR MISC	14.78
	9/11/20	GLOVES	ELECTRIC	ACCTS-RECORDS & COLLEC	32.19
				TOTAL:	429.14
RUNNINGS SUPPLY INC-ACCT#9502485	9/11/20	VALIPER	GENERAL FUND	PAVED STREETS	11.49
	9/11/20	DEHUMIDIFIER, HOSE, THERMO	MEMORIAL AUDITORIU	MEMORIAL AUDITORIUM	307.06-
	9/11/20	OIL MIX-SMALL ENGINES	RECREATION	PARK AREAS	23.88
	9/11/20	PROGRESSIVE MOWER	RECREATION	PARK AREAS	6.65
	9/11/20	FLOWER CUSHMAN	RECREATION	PARK AREAS	35.54
		SPRAYERS	RECREATION	PARK AREAS	22.91
	9/11/20	FENCE-CENTENNIAL PLAYGROUN	RECREATION	PARK AREAS	199.96
		SPRAYERS OLSON RESTROOM		PARK AREAS OLSON PARK CAMPGROUND	55.95 4.79
	9/11/20	CATCH BASIN	STORM WATER MANAGE	STORM DRAINAGE	4.49
				TOTAL:	58.60
S & M WINDOWS	9/11/20	MOWING-1305 EAST AVE	GENERAL FUND	CODE ENFORCEMENT	45.00_
				TOTAL:	45.00
SANFORD HEALTH-OCC MED	9/11/20	PRE-EMPLOYMENT TESTING	GENERAL FUND	POLICE ADMINISTRATION	148.00
	9/11/20	PRE-EMPLOYMENT TESTING	GENERAL FUND	FIRE ADMINISTRATION	1,036.00_
				TOTAL:	1,184.00
SCHAAP SANITATION	9/11/20	MONTHLY SERVICE	GENERAL FUND	GENERAL GOVT BUILDINGS	109.93
	9/11/20	MONTHLY SERVICE	GENERAL FUND	FIRE ADMINISTRATION	51.68
	9/11/20	MONTHLY SERVICE	GENERAL FUND	PAVED STREETS	315.42
	9/11/20	MONTHLY SERVICE	GENERAL FUND	PAVED STREETS	57.66
	9/11/20	MONTHLY SERVICE	GENERAL FUND	CENTER FOR ACTIVE LIVI	40.53
	9/11/20	MONTHLY SERVICE	MEMORIAL AUDITORIU	MEMORIAL AUDITORIUM	164.66
	9/11/20	MONTHLY SERVICE	RECREATION	PARK AREAS	315.41
	9/11/20	MONTHLY SERVICE	RECREATION	PARK AREAS	57.66
	9/11/20	MONTHLY SERVICE	RECREATION	OLSON PARK CAMPGROUND	411.84
	9/11/20	MONTHLY SERVICE	WATER	O-DISTR MISC	79.68
	9/11/20	MONTHLY SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	283.43
	9/11/20	MONTHLY SERVICE	ELECTRIC	O-DISTR MISC	88.97
			-	O-GEN MISC	265.47
				O-GEN MISC	100.44
	9/11/20	SOLID WASTE MGMT-JULY	GARBAGE COLLECTION	SOLID WASTE/RECYCLE	70,717.60
	9/11/20	SOLID WASTE MGMT-JULY	GARBAGE COLLECTION	SOLID WASTE/RECYCLE	14,255.86
	9/11/20	SOLID WASTE MGMT-JULY	GARBAGE COLLECTION	SOLID WASTE/RECYCLE	1,713.74-
	9/11/20	SOLID WASTE MGMT-JULY	GARBAGE COLLECTION	CODE ENFORCEMENT	4,557.50_
				TOTAL:	90,160.00
SCHWALBACH ACE HARDWARE-5930		GLASS CLEANER, PICTURE HAN		PAVED STREETS	9.47
		SAW BLADES	RECREATION	PARK AREAS	11.99
		PLEASANT TENNIS COURTS		PARK AREAS	22.99
	9/11/20	SOUTHEAST PARK SOCCER NETS	RECREATION	PARK AREAS	55.96_
				TOTAL:	100.41
SCHWALBACH ACE #6067	9/11/20	POLY FILM	ELECTRIC	M-DISTR UNDERGRND LINE	59.99
	9/11/20	CAULK	ELECTRIC	M-DISTR UNDERGRND LINE	7.99_
				TOTAL:	67.98
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VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
SHINE BROS CORP OF MINN	9/11/20	STEEL	ELECTRIC	M-DISTR UNDERGRND LINE TOTAL:	8.23_ 8.23
SHORT ELLIOTT HENDRICKSON INC	9/11/20	10TH AVE BRIDGE IMPROVEMEN	IMPROVEMENT CONST	10TH AVE BRIDGE & ST R TOTAL:	4,779.90_ 4,779.90
SOUTHERN GLAZER'S WINE AND SPIRITS LL			-	NON-DEPARTMENTAL	4,966.03
	9/11/20			NON-DEPARTMENTAL	222.00
	9/11/20 9/11/20		-	NON-DEPARTMENTAL NON-DEPARTMENTAL	2,792.47 26.00
	9/11/20			NON-DEPARTMENTAL	60.00
	9/11/20			NON-DEPARTMENTAL	14,828.25
	9/11/20		~	NON-DEPARTMENTAL	2,240.00
		FREIGHT		O-SOURCE MISC	83.50
		FREIGHT		O-SOURCE MISC	7.55
		FREIGHT		O-SOURCE MISC	7.40
		FREIGHT		O-SOURCE MISC	43.32
		FREIGHT	-	O-SOURCE MISC	1.85
	9/11/20	LIQUOR		O-SOURCE MISC	0.92
	9/11/20	FREIGHT	LIQUOR	O-SOURCE MISC	1.85
	9/11/20	FREIGHT	LIQUOR	O-SOURCE MISC	174.89
	9/11/20	FREIGHT	LIQUOR	O-SOURCE MISC	67.83_
				TOTAL:	25,523.86
STRUCTURAL SPECIALTIES, INC	9/11/20	CENTENNIAL PARK PED BRIDGE	RECREATION	NON-DEPARTMENTAL	3,014.83_
				TOTAL:	3,014.83
THOMSON REUTERS - WEST	9/11/20	WEST INFORMATION CHARGES	GENERAL FUND	POLICE ADMINISTRATION TOTAL:	248.88_ 248.88
TRAFFIC MARKING SERVICE INC	9/11/20	STRIPING PAINT	GENERAL FUND	SIGNS AND SIGNALS TOTAL:	7,241.08_ 7,241.08
TRENTON J STOYKE	9/11/20	MATS-CITY HALL	GENERAL FUND	GENERAL GOVT BUILDINGS TOTAL:	60.80_ 60.80
TRI-STATE RENTAL CENTER	9/11/20	SAWZALL BLADES	ELECTRIC	O-DISTR MISC TOTAL:	17.70_ 17.70
ULINE	9/11/20	BOOT COVERS	GENERAL FUND	POLICE ADMINISTRATION TOTAL:	104.64_ 104.64
VEOLIA WATER NORTH AMERICA	9/11/20	CONTRACT OPERATIONS	INDUSTRIAL WASTEWA	O-PURIFY MISC TOTAL:	52,822.60_ 52,822.60
WINE MERCHANTS	9/11/20	WINE	LIQUOR	NON-DEPARTMENTAL	590.00
	9/11/20	FREIGHT	LIQUOR	O-SOURCE MISC TOTAL:	8.74_ 598.74
WINTER EQUIPMENT COMPANY INC	9/11/20	CUTTING EDGES	GENERAL FUND	ICE AND SNOW REMOVAL TOTAL:	2,577.37_ 2,577.37
YMCA	9/11/20	CAL MANAGEMENT-AUGUST	GENERAL FUND	CENTER FOR ACTIVE LIVI TOTAL:	2,117.08_ 2,117.08
ZERO9 HOLSTERS	9/11/20	HANDCUFF CASE, MAG CASE	GENERAL FUND	POLICE ADMINISTRATION	1,061.50

09-10-2020 12:27 AM	C O U N C I L R E P O R	T 9/11/2020	PAGE:	13
VENDOR SORT KEY	DATE DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
			TOTAL:	1,061.50
ZIEGLER INC	9/11/20 BACKHOE MAINT. SUPPLI	ES WATER	M-TRANS MAINS	99.92_
			TOTAL:	99.92

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101	GENERAL FUND	160,094.94
202	MEMORIAL AUDITORIUM	1,505.34
229	RECREATION	332,249.05
231	ECONOMIC DEV AUTHORITY	142,230.41
232	WGTN EDA	11,275.00
321	PIR/TRUNKS	38.75
401	IMPROVEMENT CONST	316,259.33
601	WATER	64,326.43
602	MUNICIPAL WASTEWATER	27,765.91
604	ELECTRIC	11,999.65
605	INDUSTRIAL WASTEWATER	88,208.67
606	STORM WATER MANAGEMENT	111,679.71
609	LIQUOR	217,018.70
612	AIRPORT	683.33
702	DATA PROCESSING	5,774.37
873	GARBAGE COLLECTION	87,817.22
878	WASTE MANAGEMENT COLL	7,292.00
	GRAND TOTAL:	1,586,218.81

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