

WORTHINGTON CITY COUNCIL

AGENDA

7:00 P.M. - Monday, September 28, 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 September 14, 2020

b. Special City Council Minutes of September 16, 2020

2. MINUTES OF BOARDS & COMMISSIONS (PINK)

1. Economic Development Authority Minutes of September 22, 2020

2. Water & Light Commission Minutes of September 8, 2020

3. Traffic & Safety Minutes of August 25, 2020

3. CITY COUNCIL BUSINESS - ADMINISTRATION (WHITE)

Case Item(s)

1. Burning Permit Application - Minnesota West Community & Technical College

4. BILLS PAYABLE (WHITE)

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

E. CITY COUNCIL BUSINESS - ADMINISTRATION (WHITE)

Case Item(s)

1. Resolution to Authorize the Sale of \$7,970,000 General Obligation Sales Tax Revenue Bond, Series 2020A
2. Tax Increment Financing (TIF) District 18 Development Agreement
3. Appoint Election Judges for the November 3, 2020 General Election
4. Application for new On-Sale/Sunday Liquor License - The Thompson Mexican Grill, 304 Tenth Street
5. Award of Contract - Glenwood Heights Second Addition Site Grading, Sanitary Sewer, Water Main, Storm Sewer, and Streets
6. Professional Service Master Agreement
7. Professional Services Agreement Amendment - Glenwood Heights Second Addition Construction Administration Services
8. Professional Services Agreement - Field House Phase I and Phase II Design
9. Amendment I to Cherrywood Addition Stormwater Improvement Professional Services Agreement

F. CITY COUNCIL BUSINESS - PUBLIC SAFETY (TAN)

Case Item(s)

1. Consideration of Execution of a Range Use Agreement Between the City of Worthington an MN West Community and Technical College

G. CITY COUNCIL BUSINESS - PUBLIC WORKS (GREEN)

Case Item(s)

1. Approve Traffic Study

H. COUNCIL COMMITTEE REPORTS

1. Mayor Kuhle

Worthington City Council Agenda
September 28, 2020
Page 3

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

I. CITY ADMINISTRATOR REPORT

J. ADJOURNMENT

**WORTHINGTON CITY COUNCIL
REGULAR MEETING, SEPTEMBER 14, 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; Deb Olsen, Staff Accountant; Jeremiah Cromie, City Planner; Mindy Eggers, City Clerk.

Others present: Ryan McGaughey, TheGlobe; Gunner Beckering, Honorary Council Member; Chris Kielblock, John Landgaard, District 518; Sal Bagley, Wold Architects; Travis Winters, Bolton & Menk.

The Pledge of Allegiance was recited.

AGENDA CLOSED I APPROVED

Staff stated that Item *G.5. Approve Park Sales Tax Project Change Order* would be pulled from the agenda. A motion was made by Council Member Cummings, seconded by Council Member Harmon and unanimously carried to approve the agenda with the proposed change.

CONSENT AGENDA APPROVED

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

- City Council Minutes of Regular Meeting of August 24, 2020
- Special City Council Minutes of August 24, 2020
- Special City Council Minutes of September 2, 2020
- Economic Development Authority Minutes August 25, 2020
- Water & Light Commission Minutes of August 10, 2020
- Center for Active Living Committee Minutes of August 11, 2020
- Convention & Visitors Bureau Board Minutes of July 29, 2020
- Heron Lake Waterhed Board Minutes of July 15, 2020
- Municipal Liquor Store Income Statement for the period of January 1, 2020 through August 31, 2020
- Application to Block Streets - District 518 Spirit of Worthington Marching Band
- Bills payable and totaling \$1,793,109.72 be ordered paid

APPROVED NOMINATING COMMITTEE RECOMMENDATION FOR COMMITTEE APPOINTMENTS

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

Center for Active Living -

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

The motion was made by Council Member Ernst, seconded by Council Member Harmon and unanimously carried to approve the appointment as recommended by the Nominating Committee.

RESOLUTION NO. 2020-09-70 AND WORTHINGTON HOUSING AND REDEVELOPMENT AUTHORITY RESOLUTION NO. 2020-09-71 ADOPTED APPROVING THE PROPOSED 2020 TAX LEVIES COLLECTIBLE IN 2021

A Resolution approving the Proposed City of Worthington Tax Levy of \$5,052,541, which breaks down in to an operating levy of \$3,929,921 and Special Tax Levies of \$1,122,620, and represents a 4% levy 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 presented was a Resolution approving the Housing and Redevelopment Authority's 2021 proposed levy of \$143,000, an increase of \$6,000 over 2020.

The motion was made by Council Member Cummings, seconded by Council Member Janssen and unanimously carried to adopt the following Resolutions Approving the Proposed 2020 Tax Levies collectible in 2021.

RESOLUTION NO. 2020-09-70

A RESOLUTION APPROVING 2020 TAX LEVIES COLLECTIBLE IN 2021

(Refer to Resolution File for complete copy of Resolution)

RESOLUTION NO. 2020-09-71

A RESOLUTION APPROVING THE 2020 TAX LEVY COLLECTIBLE IN 2021 - WORTHINGTON HOUSING & REDEVELOPMENT AUTHORITY

(Refer to Resolution File for complete copy of Resolution)

RESOLUTION NO. 2020-09-72 ADOPTED INTENT TO BOND FOR SALES TAX PROJECTS

Steve Robinson, City Administrator, stated a resolution needs to be passed 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.

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

RESOLUTION NO. 2020-09- 72

A RESOLUTION 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

(Refer to Resolution File for complete copy of Resolution)

APPROVED AWARD OF CONTRACT - GLENWOOD HEIGHTS SECOND ADDITION SITE GRINDING, SANITARY SEWER, WATERMAIN, STORM SEWER, AND STREETS

Mr. Robinson stated bids were received at 2:00 p.m. on September 10, 2020. Nine bids were received and the apparent low bid was \$1,755,904.55, more than \$132,000 below the engineer's estimate. Staff is asking Council to refer it back the Housing Committee to examine the future lot prices at this time.

Council Member Oberloh questioned why it needs to go back to the Housing Committee when the bids came in \$132,000 below the estimate. Mayor Kuhle asked how long it would delay the project. Travis Winters, Bolton & Menk, stated that everything should be in place to move forward at the next City Council meeting which would still allow for grading and utility work to start this fall.

PROFESSIONAL SERVICES AGREEMENT - INDUSTRIAL WASTE WATER TREATMENT PLANT FACILITY PLAN APPROVED

Mr. Robinson explained 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 pennit has expired and we are beginning the

process of issuance of a new permit based on discharge limits for keyparameters 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 counsel.

A motion was made by Council Member Oberloh, seconded by Council Member Ernst and unanimously carried to approve the proposal and authorize execution of the professional services agreement for the Industrial Waste Water Treatment Plant Facility Plan.

APPROVED PROFESSIONAL SERVICES AGREEMENT - CECILEE STREET EXTENSION

Mr. Robinson explained 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. Mr. Robinson said 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 scope of work that the agreement will include:

- Preliminary and final plats;
- Preliminary engineering to provide schematic layouts and cost estimates;
- Final design and construction and bid document
- 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.

A motion was made by Council Member Oberloh, seconded by Council Member Janssen and unanimously carried to approve the professional services agreement for the Cecilee Street Extension.

RESOLUTION NO. 2020-09-73 AUTHORIZING EXECUTION OF AGREEMENT BETWEEN THE CITY OF WORTHINGTON AND THE MINNESOTA BUREAU OF CRIMINAL APPREHENSION

Troy Appel, Public Safety Director, stated the City of Worthington Public Safety Department and Nobles County Sheriffs 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 agreement 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, identifies and implements user obligations associated with the court system.

A motion was made by Council Member Cummings, seconded by Council Member Ernst and unanimously carried to adopt the following resolution and authorize Troy Appel, Public Safety Director to execute this agreement on behalf of the City of Worthington.

RESOLUTION NO. 2020-09-73

A RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF WORTHINGTON ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT

(Refer to Resolution File for complete copy of Resolution)

ADOPTED RESOLUTION NO. 2020-09-74 AUTHORIZING EXECUTION OF TOWARD ZERO DEATHS GRANT AGREEMENT

Troy Appel, Public Safety Director, stated 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. Mr. Appel said the 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.

A motion was made by Council Member Ernst, seconded by Council Member Harmon, and unanimously carried to adopt the following resolution and authorize Troy Appel, Public Safety Director to execute the grant.

RESOLUTION NO. 2020-09-74

A RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT

(Refer to Resolution File for complete copy of Resolution)

RESOLUTION NO. 2020-09-75 ADOPTED ACCEPTING A DONATION OF PERSONAL PROPERTY-BEDFORD INDUSTRIES

Todd Wietzema, Public Works Director, stated in 2016 representatives from Bedford Industries, contacted 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 known as Bedford Industries.

Bedford Industries in cooperation with the City of Worthington, have made substantial improvements to Ludlow Park in the last couple of years. Some of these improvements include a new amphitheater, new sidewalks, donated benches, and a new parking lot. Last year, a new restroom was also added. Bedford Industries has once again reached out and offered a \$50,000.00 donation towards the installation of the new restroom.

The restroom project was completed in May and last week the City received the \$50,000.00 donation from Bedford Industries.

A motion was made by Council Member Janssen, seconded by Council Member Cummings and unanimously carried to adopt the following resolution accepting the donation.

RESOLUTION NO. 2020-09-75

A RESOLUTION ACCEPTING A DONATION OF PERSONAL PROPERTY

(Refer to Resolution File for complete copy of Resolution)

RESOLUTION NO. 2020-09-76 ADOPTED ACCEPTING A DONATION OF PERSONAL PROPERTY- BEDFORD TECHNOLOGIES

Mr. Wietzema stated that Bedford Technologies had contacted staff asking if the City would be interested in displaying new Split Rail fence product, called Smarter Fence, they have been developing. The new fencing could be used to replace the current metal cable that defines the parking area. Mr. Wietzema said Bedford Technologies agreed to provide 128 feet of their Smarter Fence product, in exchange for marketing and documenting its installation.

Council Member Cummings stated that he had been asked if there was water available to fill bowls for their animals on hot days. Mr. Wietzema stated that staff will check into it.

A motion was made by Council Member Cummings, seconded by Council Member Ernst and

unanimously carried to adopt the following resolution accepting the donation.

RESOLUTION NO. 2020-09-76

A RESOLUTION ACCEPTING A DONATION OF PERSONAL PROPERTY

(Refer to Resolution File for complete copy of Resolution)

APPROVED AIRPORT CHANGE ORDER

Todd Wietzema, Public Works Director, stated Henning Construction, the contractor for the Airport Apron Reconstruction project, has proposed a change order for the project. The change order would involve installation of a new storm water 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.

A motion was made by Council Member Ernst, seconded by Council Member Janssen and unanimously carried to approve the change order for the Airport Apron Reconstruction Project.

APPROVED DECLARATION OF CITY OWNED BUILDINGS AS SURPLUS PROPERTY

Todd Wietzema, Public Works Director, stated in accordance with our City Surplus Property Policy, any disposal of City owned buildings shall be declared surplus property by City Council. There are 5 buildings that are located at the following addresses:

- 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 2nd Ave. (Fieldhouse site)
- The 2 former maintenance shops at 700 2nd Ave. (Fieldhouse site)

Staff proposed that the City advertise these buildings for sale, to relocate or salvage, by sealed bid. After speaking with the City's insurance representative, strict requirements will be required for prospective bidders, regarding insurance and also deadlines for removal. If no bids are received, demolition plans will be prepared and we will take quotes to remove these buildings. Council Member Janssen stated staff needs to make sure there are deadlines put into place for removal of the buildings.

A motion was made by Council Member Oberloh, seconded by Council Member Ernst and unanimously carried to declare the city owned buildings as surplus property.

APPROVED 10th STREET PLAZA CHANGE ORDER

Mr. Wietzema stated, DK Buildings LLC, the contractor for the Downtown Plaza project has submitted a change order. A spreadsheet was handed out that showed the breakdown of the charges. Mr. Wietzema explained the 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. There were also soil corrections that were required for this project that included a small over dig for the restroom footings and a substantial amount of aggregate be placed under the shelter floor. The soil corrections were recommended by our consultant with American Testing.

Mr. Wietzema said 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.

A motion was made by Council Member Oberloh, seconded by Council Member Ernst and unanimously carried to approve the 10th Street Plaza change order as presented.

AWARD CONTRACT FOR CHERRYWOOD ADDITION STORM SEWER IMPROVEMENT APPROVED

JeffFaragher, Acting Engineer, stated that bids were opened on September 10, 2020 at 2:00 p.m. Mr. Faragher introduced Travis Winters from Bolten & Menk to go over the bid letting. Mr. Winters explained the project consists of the larger sized storm sewer improvement including a bioretention pond for treatment for the area to be developed. Based on the tabulation of actual unit prices, the low bidder for the project is Hulstein Excavating of Edgerton, Minnesota.

Council Member Oberloh asked if it is possible that the low bid is not taken due to past work on projects. Mr. Winters said that there is nothing that would disqualify the low bidder from being awarded the bid.

A motion was made by Council Member Oberloh, seconded by Council Member Harmon and unanimously carried to award the contract for the Cherrywood Addition Storm Sewer Improvement to Hulstein Excavating.

RESOLUTION NO.'S 2020-09-77 THROUGH 2020-09-85 ADOPTED DECLARING COST TO BE ASSESSED AND ORDERING PREPARATION OF PROPOSED ASSESSMENT AND CALLING FOR HEARING ON PROPOSED ASSESSMENTS; AND DECLARING BENEFIT TO BE ASSESSED AND CALLING FOR HEARING ON PROPOSED ADDITIONAL ASSESSMENTS

Staff presented a Resolution Declaring Costs to be Assessed and Ordering Preparation of Proposed

Assessment and a Resolution Calling for Hearing on Proposed Assessment for 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 right-of-way line C.S.A.H. 5.

2019 Miscellaneous Unpaid Charges

- Removal of Ice and Snow
- Removal of Solid Waste
- Removal of Noxious Weeds and Vegetation

Also a tract of land located in the Northeast Quarter of the Southwest Quarter south of 1-90, 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.

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

Jeff Faragher, Acting Engineer, said 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.

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

RESOLUTION NO. 2020-09-77

DECLARING COST TO BE ASSESSED AND ORDERING PREPARATION OF PROPOSED ASSESSMENT

(Refer to Resolution File for complete copy of Resolution)

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

RESOLUTION NO. 2020-09-78

CALLING FOR HEARING ON PROPOSED ASSESSMENT

(Refer to Resolution File for complete copy of Resolution)

The motion was made by Council Member Harmon, seconded by Council Member Ernst and unanimously carried to adopt the following resolution:

RESOLUTION NO. 2020-09-79

DECLARING COST TO BE ASSESSED AND ORDERING PREPARATION OF PROPOSED ASSESSMENT

(Refer to Resolution File for complete copy of Resolution)

The motion was made by Council Member Ernst, seconded by Council Member Hannon and unanimously carried to adopt the following resolution:

RESOLUTION NO. 2020-09-80

CALLING FOR HEARING ON PROPOSED ASSESSMENT

(Refer to Resolution File for complete copy of Resolution)

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

RESOLUTION NO. 2020-09-81

DECLARING COST TO BE ASSESSED AND ORDERING PREPARATION OF PROPOSED ASSESSMENT

(Refer to Resolution File for complete copy of Resolution)

The motion was made by Council Member Ernst, seconded by Council Member Harmon and

unanimously carried to adopt the following resolution:

RESOLUTION NO. 2020-09-82

CALLING FOR HEARING ON PROPOSED ASSESSMENT

(Refer to Resolution File for complete copy of Resolution)

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

RESOLUTION NO. 2020-09-83

DECLARING REASSESSMENT OF WATER MAIN IMPROVEMENT NO. 74-09

(Refer to Resolution File for complete copy of Resolution)

The motion was made by Council Member Ernst, seconded by Council Member Harmon and unanimously carried to adopt the following resolution:

RESOLUTION NO. 2020-09-84

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

(Refer to Resolution File for complete copy of Resolution)

The motion was made by Council Member Cummings, seconded by Council Member Janssen and unanimously carried to adopt the following resolution calling for the time and date of the hearings to be set as 7:00 p.m. on Monday, October 12, 2019 at the regular City Council meeting:

RESOLUTION NO. 2020-09-85

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

(Refer to Resolution File for complete copy of Resolution)

CONDITIONAL USE PERMIT-INTERMEDIATE SCHOOL (ISD 518)

Jeremiah Cromie, City Planner, stated 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 ½ 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 to 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.

Mr. Cromie, explained 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 I C;
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 local, state and federal regulations.

Council Member Oberloh suggested that possible partnerships be sought between the School District, E.O. Olson, Heron Lake Watershed when planning the retention pond as water flows into the lake from that area of town. John Landgaard, District 518 stated that he has already had conversations with Dan Livdahl and a meeting is being planned for October.

The motion was made by Council Member Oberloh, seconded by Council Member Cummings and unanimously carried to approve the Conditional Use Permit for the Intermediate School (ISD 518).

COUNCIL COMMITTEE REPORTS

Mayor Kuhle - No report.

Council Member Jansen - No report.

Council Member Oberloh - No report.

Council Member Cummings - No report.

Council Member Ernst - No report.

Council Member Harmon - No report.

CITY ADMINISTRATOR'S REPORT

Steve Robinson, City Administrator, stated that the three round-a-bouts that the State of MN have planned have been postponed until next year.

The Aquatic Center survey is online for public input and is open until September 30th. Jason Brisson, Assistant City Administrator/Director of Economic Development stated that over 300 people have answered the survey to date.

Mr. Robinson said that, to date 165 CARES Act applications have been turned in. After all of the applications have been reviewed there is a chance that a second round may be done. Application deadline is September 15th.

Todd Wietzema stated that the Early Riser Kiwanis Club has applied for a \$25,000 grant for the All Inclusive Park. The information to vote for Worthington is on the City web-site and social media sites.

Mr. Brisson stated that the Census is winding down and the State as a whole has had a 93% completion rate. He is trying to get local results but to date has not been able to get the information. The deadline is September 30th.

ADJOURNMENT

The motion was made by Council Member Oberloh, seconded by Council Member Ernst and unanimously carried to adjourn the meeting at 8:06 p.m.

Mindy L. Eggers, MCMC
City Clerk

**WORTHINGTON CITY COUNCIL
SPECIAL MEETING, SEPTEMBER 16, 2020**

The meeting was called to order at 3:30 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; Jason Brisson, Assistant City Administrator/Director of Economic Development; Todd Wietzema, Public Works Director; Nate Grimmus, Public Safety Captain; Mindy Eggers, City Clerk.

Others present: Ryan McGaughey, The Globe; Justine Wettschrek, Radio Works; Jason Larsen, Chad Nixon, Brian Spittle, Wade Roesner, Worthington Fire Department; Sara Wahl, SW Crisis Center, Dulce Willardson, Child Advocacy Center.

CHILD ADVOCACY CENTER

Heard a presentation on the Southwest Crisis Center's Child Advocacy Center that will be based out of the their Worthington office. Representing the Southwest Crisis Center was Executive Director Sara Wahl, Dulce Willardson, who will serve as program manager for the Child Advocacy Center, and Worthington Police Department Captain Nate Grimmus.

The child advocacy center will facilitate collaboration between various entities available to help victims. A soundproof room will be built inside the Crisis Center for forensic interviews, so that while one interviewer converses with the victim, the other key players confer in another room. The construction is slated to start in the next couple of weeks and December 1st is the target date to open the center. Ms. Wahl stated eventually the Advocacy Center would like to become a non-profit and find a separate location. Ms. Willardson explained the role of the Advocacy Center will be to provide a forensic interview, witness interview, evidence collection and then coordinate the case review with all team members including law enforcement, prosecution, child protective services, and others. The ultimate goal will be to provide mental health services, working with the families to assess resources and provide support as the case moves through the justice system.

AERIAL FIRE TRUCK

Steve Robinson, City Administrator, stated the Worthington Fire Department's 100-foot aerial fire truck, a 1994 model purchased used in 2008, has experienced mechanical difficulties with the ladder mechanism rendering it unstable and unsafe for continued use. It is believed that the 54-inch bearing that the ladder turret turns on needs to be replaced. The cost of repair is estimated to be \$80,000 without assurance that the problem has actually been identified. It will take approximately five to six months for the repairs to be completed.

Jason Larsen, Fire Chief, said the current aerial truck was used in New York prior to its purchase by the City of Worthington. The truck was purchased site unseen and has experienced multiple

problems since the city took ownership and has been out of service more than it has been in service. It is also very cumbersome to maneuver on the City streets.

Mr. Robinson explained the Department's equipment revolving schedule has this truck scheduled for replacement in 2039 (when it's 45 years old) and has \$223,409 in reserves for this truck. A new aerial truck will cost in excess of \$1 million while used trucks that are 8-10 years old will likely cost anywhere from \$500,000-\$650,000. He said that buying this truck will definitely have an impact on future purchases but the City does have several options:

- Invest another \$80,000-\$100,000 in our current truck,
- Spend in excess of \$500,000 for a used truck, or
- Spend in excess of \$1 million for a new truck

Mr. Robinson said in any of the options, the reserves will be spent for repair or purchase. Additional funding can come from an internal loan to be paid back over time through general fund levies.

Council Member Oberloh asked how often the aerial truck is used. Mr. Larsen said rarely but it is due to the mechanical problems that it has. Members of the Fire Department in attendance agreed a new truck is definitely needed.

Council Member Oberloh asked if leasing a new truck would be an option over purchasing one. Council Member Cummings said that there are many manufacturing companies that could offer this option. Council Members agreed that a lease should be considered and another work session should be scheduled to discuss further options.

PLAN TO UPGRADE CITY HALL TELEWORK CAPABILITIES

Mr. Robinson stated staff has been exploring options to improve our internet services to City Hall. He said Worthington Public Utilities and Nobles County partnered in the development of a fiber optic network in 2009. The City and ISD 518 declined to join the consortium at that time. The investment total would be \$150,000 that would allow the City to join the group by paying a user fee of \$150,000 and have fiber service at City Hall which will vastly improve our service and alleviate many of the problems we've experienced with the common practice of remote meetings. With this investment it is expected that fiber service can also be provided to additional City facilities in the future.

CARES Act funding allows government entities to spend their funds to "Improve Telework Capabilities of Public Employees".

A motion was made by Council Member Oberloh, seconded by Council Member Ernst and unanimously carried to approve the upgrade telework capabilities.

Worthington City Council
Special Meeting, September 16, 2020
Page 3

ADJOURNMENT

The motion was made by Council Member Ernst, seconded by Council Member Janssen and unanimously carried to adjourn the meeting at 4:46 p.m.

Mindy L. Eggers, MCMC
City Clerk

WORTHINGTON ECONOMIC DEVELOPMENT AUTHORITY
SEPTEMBER 22, 2020

The Worthington Economic Development Authority meeting was called to order at 4:00 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.

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

Others present: Justine Wettschreck, Radio Works.

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.

CONSENT AGENDA APPROVED

The motion was made by Larry Janssen, seconded by Randy Thompson and unanimously carried to approve the consent agenda as presented.

APPROVED JOINT POWERS AGREEMENT (NOBLES COUNTY)

Jason Brisson, Assistant City Administrator/Director of Economic Development stated the League of Minnesota Cities issued an opinion that local governments may choose to spend their allocated funds in the form of economic assistance to businesses and individuals, but not to other local governments. Staff received clarification that local governments are permitted to share aid under a joint powers agreement and a county would also be permitted to transfer funds to a city, provided it is through a joint powers agreement. To ensure the EDA's Small Business Assistance Grant Program complies with the requirements of the Coronavirus Relief Funds that the City received from the State of Minnesota, the EDA is requested to consider approving the joint powers agreement with Nobles County and authorizing the Chair and Secretary to execute the agreement.

A motion was made by Alan Oberloh, seconded by Chad Cummings and unanimously carried to approve the Joint Powers Agreement for Nobles County.

APPROVED JOINT POWERS AGREEMENT (CITY OF RUSHMORE)

Jason Brisson, Assistant City Administrator/Director of Economic Development, stated the City of Rushmore has contacted the Worthington EDA and requested assistance with administration and disbursement of their small business assistance grant program. Staff received an opinion from Senate Republican Research staff that local governments are permitted to share aid under a joint powers agreement. To ensure the EDA's Small Business Assistance Grant Program complies with the requirements of the Coronavirus Relief Funds that the City received from the State of Minnesota, the EDA has requested the approval of the joint powers agreement with Nobles County and the City of Rushmore authorizing the Chair and Secretary to execute the agreement.

Worthington Economic Development Authority
September 22, 2020
Page 2

A motion was made by Alan Oberloh, seconded by Chad Cummings and unanimously carried to approve the Joint Powers Agreement for Nobles County and the City of Rushmore.

APPROVED JOINT POWERS AGREEMENT (CITY OF ROUND LAKE)

Jason Brisson, Assistant City Administrator/Director of Economic Development, stated the City of Round Lake has contacted the Worthington EDA and requested assistance with administration and disbursement of their small business assistance grant program. Staff received an opinion from Senate Republican Research staff that local governments are permitted to share aid under a joint powers agreement. To ensure the EDA's Small Business Assistance Grant Program complies with the requirements of the Coronavirus Relief Funds that the City received from the State of Minnesota, the EDA has requested the approval of the joint powers agreement with Nobles County and the City of Round Lake authorizing the Chair and Secretary to execute the agreement.

A motion was made by Chad Cummings, seconded by Alan Oberloh and unanimously carried to approve the Joint Powers Agreement for Nobles County and the City of Round Lake.

APPROVED JOINT POWERS AGREEMENT (CITY OF LISMORE)

Jason Brisson, Assistant City Administrator/Director of Economic Development, stated the City of Lismore has contacted the Worthington EDA and requested assistance with administration and disbursement of their small business assistance grant program. Staff received an opinion from Senate Republican Research staff that local governments are permitted to share aid under a joint powers agreement. To ensure the EDA's Small Business Assistance Grant Program complies with the requirements of the Coronavirus Relief Funds that the City received from the State of Minnesota, the EDA requested the approval of the joint powers agreement with Nobles County and the City of Lismore authorizing the Chair and Secretary to execute the agreement.

A motion was made by Mike Harmon, seconded by Amy Ernst and unanimously carried to approve the Joint Powers Agreement for Nobles County and the City of Lismore.

HEARD WORTHINGTON SMALL BUSINESS ASSISTANCE GRANT PROGRAM UPDATE

Mr. Brisson said the application window for the Worthington Small Business Assistance Grant Program has closed. There were 189 applications received for a total request amount of \$1,025,227.80. Mr. Brisson said this may be adjusted due to some applications that are not eligible, allowing for amounts to be adjusted before disbursement. Alan Oberloh stated he supports amounts being raised if funding allows. A full staff report will be provided to the EDA no later than October 1st and discussion could be held on the final amounts. Jorge Lopez stated he made personal contacts to all of the businesses about the program and got very warm responses from people appreciating the help from the City for their business.

RESOLUTION NO. 2020-09-86 ESTABLISHING THE WORTHINGTON FACADE IMPROVEMENT MATCHING GRANT PROGRAM

Mr. Brisson explained staff has prepared the proposed Worthington EDA Façade Improvement Matching Grant Program. The program will encourage private reinvestment by providing an incentive to business owners to improve the exterior, street-facing features of their commercial building. The program will provide a higher level of support for downtown businesses but will be available to any commercially zoned property in the City of Worthington. Downtown businesses will be eligible for a matching grant of up to \$10,000 at a 1:1 match. All other commercial businesses will be eligible for up to \$5,000 at a 2:1 match. A list of targeted business as defined by the Program will also be eligible for a 1:1 match in any commercial zoning district within the City.

Mr. Brisson explained the proposed Façade Improvement Matching Grant Program is structured as a reimbursement program. Businesses will have to submit a description of the project, submit at least two bids for all proposed work, indicate the contractor they have chosen for the work, and submit a signed application and participation agreement. If the application is approved, the applicant may start the work. Once the work is completed, within nine (9) months, the applicant will submit a copy of the proof of final inspection, a final invoice from the contractor, and proof of payment. Upon receiving the necessary documentation, the matching grant funds will be disbursed. All projects will need to comply as defined by the Design Guide to be eligible for reimbursement.

Mr. Brisson said staff would like to establish this fund at \$100,000.00. Each year, the EDA will accept applications totaling up to \$100k on a first come, first served basis. At the end of the year, the amount needed to replenish the fund back to \$100k could be levied. If the program awards less than \$100k in a year, the amount needed to refill the fund will be less than \$100k. To start the fund an option would be to take existing RLF funds as seed money for the program and levy for the fund replenishment forward. Another option may be to allocate money from the existing pre-certified levy to the program.

A motion was made by Alan Oberloh, seconded by Chad Cummings and unanimously carried to add boutiques to the eligible business list, start the fund with \$100,000 from the RLF fund and adopt the following resolution.

RESOLUTION NO. 2020-09-86

RESOLUTION ESTABLISHING THE WORTHINGTON FACADE IMPROVEMENT MATCHING GRANT PROGRAM

(Refer to Resolution File for complete copy of Resolution)

TWO-PERCENT LOAN PROGRAM APPLICATION (STEM AND SEEDS) APPROVED

Mr. Brisson stated staff received an application from Jacob and Lauren Weg on behalf of Stem and Seeds Floral Shop and Boutique proposed to be located at 216 Tenth Street in downtown Worthington. The funds from the EDA, the private lender, and the business owners will be used to purchase the real estate, make interior improvements to the building, purchase equipment necessary for the business, purchase a delivery vehicle, purchase inventory, and cover the closing costs associated with purchasing the building. The total project costs are approximately \$150-160k.

Worthington Economic Development Authority
September 22, 2020
Page 4

Mr. Brisson explained the sub-committee met and reviewed the application and required submittals. After reviewing the request, the program requirements, and the eligible uses, the Committee made a recommendation to approve a 15-year, \$40,000 loan at two (2) percent interest subject to a second mortgage on the building located at 216 Tenth Street and first position in a UCC filing for the equipment purchased for the business. The approval was contingent upon receiving two years of Federal tax returns for the business owners, which have been received and bids for the rehabilitation work and equipment.

A motion was made by Alan Oberloh, seconded by Amy Ernst and unanimously carried to approve the 15 year loan in the amount of \$40,000.

PROGRAM MARKETING PLAN DISCUSSION

Mr. Brisson said staff would like to promote and market the new programs to existing local businesses. The programs and applications will be added to the economic development portion of the City website, distribute the program materials to private lenders and realtors, and advertise both programs using existing City marketing channels along with providing it to the Chamber of Commerce to be added to their weekly update. A direct mail letter will also be sent to each business in the Downtown Business District promoting the programs to encourage local businesses to apply.

ADJOURNMENT

The motion was made by Alan Oberloh, seconded by Chad Cummings and unanimously carried to adjourn the meeting at 4:51 p.m.

Mindy L. Eggers
Secretary to the Authority

WATER AND LIGHT COMMISSION MINUTES

REGULAR MEETING

SEPTEMBER 8, 2020

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

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

Others present: Ryan McGaughey, The Globe

AGENDA ADDITIONS/CLOSURE

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

CONSENT AGENDA APPROVED

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

- Water and Light Commission minutes of the regular meeting held on August 10, 2020
- Staff reports for July 2020
- Utility bills payable totaling \$504,263.73 for August 14, August 21, August 28 and September 4, 2020

FINANCIAL STATEMENTS AND SALES REPORTS

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

DECLARE VEHICLES SURPLUS PROPERTY

A motion was made by Commissioner Thompson, seconded by Commissioner Hayenga and unanimously carried to declare the current Electric Department Unit #102, a 2012 Dodge Ram 1 ½-ton pickup, and the Wastewater Department Unit #304, a 2000 Chevrolet ½-ton pickup, as surplus property and authorize disposal of the units in accordance with the property disposal policy.

CUSTOMER CREDIT POLICY

Scott Hain, General Manager, provided the Commission with a copy of Worthington Public Utilities existing Customer Credit Policy and recommended changes. The changes are based on a recent review of the policy.

A motion was made by Commissioner Hayenga, seconded by Commissioner Nixon and unanimously carried to approve the recommended changes to Worthington Public Utilities Customer Credit Policy as presented.

WASTEWATER TREATMENT FACILITY IMPROVEMENTS

Scott Hain, General Manager, provided the Commission with information on the proposed construction site options and the associated operational and cost benefits associated with each of the two sites. The sites being considered are the airport property to the north of the existing facility and the city-owned field property to the east of the existing facility. Mr. Hain reported that he will be meeting with the Airport Advisory Board on September 17, 2020, to discuss any concerns or obstacles that would need to be addressed regarding the airport property as a potential site.

Preliminary design work for the new facilities was anticipated to be completed sometime in September but may be delayed until a site determination has been finalized. Final design and preparation of specifications will follow with bids anticipated to be received in late winter or early spring of 2021. Following that timeline the facility would go operational in 2023.

JBS EXPANSION-RELATED ELECTRIC SYSTEM IMPROVEMENTS

Scott Hain, General Manager, provided the Commission with an update on the electric system improvements necessary to accommodate the proposed JBS freezer expansion. The expansion would increase JBS's electric load by an estimated 5.5 MW to 6 MW.

Mr. Hain reported that Worthington Public Utilities (WPU) does have a short term plan in place to accommodate the additional load but is working with Missouri River Energy Services (MRES) transmission staff and DGR, our electrical engineering consultant, to identify the best option to accommodate the additional load on a long term basis.

The first long term option being considered is the expansion of the existing Substation #2 at a cost of approximately \$4.2 million but efforts to acquire additional property to allow for the expansion of Substation #2 have been unsuccessful to date.

The second long term option being considered is the construction of a new Substation #3 at a cost of \$4.6 million to \$5.3 million. Mr. Hain reported that recent conversations with MRES and DGR have concentrated on this option since efforts to acquire additional property to allow for the expansion of Substation #2 have been unsuccessful. He stated that he and Electric Department staff will continue to work closely with MRES transmission staff and DGR to navigate through the process of identifying the best option to accommodate the increased electric load.

GLENWOOD HEIGHTS HOUSING PROJECT UPDATE

Scott Hain, General Manager, reported that two of the three wetlands within the Glenwood Heights Second Addition housing project qualify for off-site mitigation. The mitigation process

is now complete and a check in the amount of \$120,988.26 will be issued. The cost of the mitigation process will be shared equally between the City of Worthington and Worthington Public Utilities (\$60,494.13 each).

Mr. Hain also reported that bids will be received on September 10, 2020, for site grading, water, storm sewer, sanitary sewer and street construction. It was reported that there are currently 21 plan holders designated as prime bidders. Bids received on September 10 will be reviewed by Bolton & Menk, the engineering firm for the project, and projected lot prices will be determined based on the bids received. Mr. Hain anticipates that the bids will be presented to the City Council as an informational item only at their September 14 regular meeting and that the Housing Committee will reconvene to review all the information. The Housing Committee would then potentially make a formal recommendation to be considered by the Water and Light Commission at their September 21 regular meeting and by the City Council at their September 28 regular meeting.

COMMISSION COMMITTEE REPORTS

Commissioner Thompson reported that he attended an Economic Development Authority (EDA) meeting on August 10, 2020. The Worthington Small Grant Program was established. Commissioner Thompson also reported that he and Commissioner Harmon attended an EDA meeting on August 25, 2020. The EDA by-laws were approved and officers were elected. The Mayor will serve as president, the at-large Council member will serve as vice president and the Worthington Public Utilities representative will serve as treasurer. The EDA committee was informed that the first Worthington Small Grant application will be considered this week.

Commissioner Harmon reported that the new theater is nearing completion and is tentatively scheduled to open on Thanksgiving weekend.

Commissioner Weg reported that Worthington Regional Economic Development Corporation (WREDC) approved their 2019 audit and a strategic planning update was provided.

GENERAL MANAGER REPORT

Scott Hain, General Manager, provided an update on the Worthington Regional Economic Development Corporation/Chamber of Commerce potential collaboration to hire a single Executive Director to ultimately oversee both entities. Mr. Hain reported that both WREDC and the Chamber are very interested in continuing to pursue a potential joint position. Mr. Hain also reported that the Chamber had started the hiring process for an Executive Director due to the retirement of their Executive Director in July 2020. Applications for the position have been received and initial screening of the applicants has been completed. The Chamber indicated that they would welcome WREDC's participation in the remainder of the hiring process and a hiring committee consisting of three Chamber board members (Brad Meester, Sharon Johnson and Stacy Fricke) and three WREDC board members (Reed Fricke, Matthew Altman and Mr. Hain) has been established. Further discussion on the potential joint position will take place on September 10, 2020.

Water and Light Commission Minutes

September 8, 2020

Page 4

Mr. Hain also reported that it appears as though Worthington Public Utilities will be moving forward with Missouri River Energy Services' coordinated Meter Data Management (MDM) program. Funds for the program are included in the 2020 Electric Department budget.

ADJOURNMENT

A motion was made by Commissioner Hayenga, seconded by Commissioner Thompson and unanimously carried to adjourn the meeting at 4:55 P.M. President Weg declared the meeting adjourned.

Deb A. Scheidt

Secretary to the Commission

**** DRAFT****

Traffic & Safety Committee
Tuesday, August 25, 2020; 1:30 p.m.
City Hall Council Chambers

The meeting was called to order by Chris Heinrichs at 1:30 p.m. in the Council Chambers in City Hall.

Members Present: Chris Heinrichs, Dave Skog, Josh McCuen, Al Oberloh, Steve Schnieder, Jeremiah Cromie, Jeff Faragher, Todd Wietzema

Others Present: Barb Kremer, Beth Mahoney, Bill Keitel, Meredith Vaselaar

APPROVAL OF MINUTES

Al Oberloh made a motion to approve the minutes from the October 29, 2019, meeting; seconded by Todd Wietzema. The motion passed unanimously.

TRAFFIC AND SAFETY COMMITTEE BUSINESS

1. Crosswalks on Lake Street

Wietzema brought up concerns from three citizens living along Lake Street, with emails from all three, originally sent to Assistant City Administrator Jason Brisson. The residents expressed concern about lack of crosswalks and speed of vehicles traveling on the street. Officer Josh McCuen said that the police department had placed flashing speed signs in the area for a few weeks; increased speed was not observed/recorded.

Committee members expressed concern about speed and unsafe driving taking place around Lake Okabena. Wietzema noted that crosswalks don't slow down traffic.

The city only paints crosswalks at schools, downtown, and along the bike path where the route crosses a street. Handicap accessible crosswalks were put in place in 2017.

Heinrichs said that if the city is encouraging people to use crosswalks, then they need to be accessible. Questions remained about where, exactly, painted crosswalks should be located.

McCuen said that this year seems to be a lot worse, significantly more traffic along the lake. Wietzema said that all outdoor areas have seen an increase of use this year.

Jeff Faragher read the following from the Minnesota Manual of Uniform Traffic Control Devices; Part 3: Markings; pages 3B-35 to 3B-36:

“Crosswalk lines should not be used indiscriminately. An engineering

study should be performed before a marked crosswalk is installed at a location away from a traffic control signal or an approach controlled by a STOP or YIELD sign. The engineering study should consider ... the pedestrian volumes ...”

Oberloh asked Faragher what an engineering study entails.

Faragher referred to the above Manual:

“The engineering study should consider the number of lanes, the presence of a median, the distance from adjacent signalized intersections, the pedestrian volumes and delays, the average daily traffic (ADT), the posted or statutory speed limit or 85th-percentile speed, the geometry of the location, the possible consolidation of multiple crossing points, the availability of street lighting, and other appropriate factors.”

Steve Schnieder said that visibility is a big part of it, including parked cars, bushes in the boulevard, people can't see the pedestrian waiting to cross the street; can people be seen? Can people see the traffic? The presence of a crosswalk painted or not painted does not negate yielding to pedestrians. The law says to yield to a pedestrian and the crosswalk does not need to be painted. If people are passing around cars or talking on their phones, that's not going to change that. [Having a crosswalk painted] is a good reminder that a crosswalk is there. An engineering study would determine if a crosswalk is warranted here, after considering all the factors. Near misses are usually noted at multiple lane roads.

In regard to an incident referred to in the emails from concerned citizens, Schnieder said that if the dog that was hit and killed was on a leash, that's another factor, as there are leash laws in the city. Speeding is another issue and sometimes people think cars are going faster than they are. He added that it is hard to assess if a vehicle is traveling over the speed limit.

McCuen said that electric speed signs are set up to read 30 MPH or over, although a few areas are at 40 MPH. Vehicles are stopped and warned at five-miles over the posted speed limit, McCuen said, adding that if there are more pedestrians around it can become a careless driving offense. McCuen said that Lake Street at Sailboat Beach, as well as the 4th and 5th Avenue areas on Lake Street can be problematic because visibility is an issue, especially for traffic coming from the south, going around the curve by the parking lot can be a problem.

Heinrichs asked the public in attendance if anyone would like to speak.

Barb Kremer, one of the Worthington residents who had sent an email of concern, spoke about Lake Avenue and the area around Sailboat Beach and Lake Front Park, indicating that she had noticed an increase in traffic and in traffic speed. In the past five years she has brought up concerns with Bill. “The beach has become quite popular

over the years, much to our delight. The beach and parking lot are always busy.” She said that people will often park in the parking lot, then walk uptown. She has observed that a driver will have their car stopped on Lake Avenue at the beach parking lot, waiting for pedestrians to cross, and a car coming up behind the stopped car will drive around and pass the stopped vehicle. Beth Mahoney and her daughter, Stella, were almost hit by a car that pulled out to pass awhile ago. She said, “It’s just a matter of time before a little one is hit, as they play on the grass and beach. They are playing there, swimming there, fishing there. There is so much activity in that corner.” Kremer went on to say that if there was a marked crosswalk, along with a sign to be aware of pedestrians, that could be helpful. From an incident a number of years ago, Kremer learned that cars do not have to stop at unmarked crosswalks if a pedestrian is waiting.

Kremer continued, “We just really want to see a crosswalk there. The bike path comes right up to there, people stand there for a long time, waiting to cross the street. People go zooming by. Beth has a video showing this occurring. Vehicles are passing each other there. A few years ago, Officer Kirk Honius had a radar gun and watched people’s speed.” The crosswalk comes up on Kremer’s side of the street, and the crosswalk further down comes across parallel to the other.

It was noted by Faragher that three pedestrian ADA ramps were installed in that area in 2017.

It was noted that a lot of traffic from Humiston Avenue comes down directly to Sailboard Beach. Beth Mahoney said that the traffic seems to pick up speed on 5th and by the time the vehicles reach Sailboard Beach the traffic is really “flying.”

Wiertzema said that there is a lot of traffic all around the lake.

Oberloh made the motion that an engineering study be done to determine the need of crosswalks; McCuen seconded.

There was further discussion about the issue of traffic and pedestrian safety around the lake. Wiertzema said that any place that the bike trail crosses the road has a crosswalk. Heinrich said that the engineering study should be conducted around the entire lake.

Oberloh expanded the motion to: “an engineering study to be done to determine the need of crosswalks all around the lake.” McCuen agreed. The motion passed unanimously.

A copy of the recommendation will be passed along to the City Council for its consideration at the September 14, 2020, meeting.

Worthington resident, Bill Keitel, addressed the committee. He expressed some concerns about Lake Street. One of the concerns about Lake Street is that it has a nice curve to speed on. “It encourages speed,” Keitel said. In regard to increasing safety measures, Keitel said that he encouraged approaching this incrementally. He

said that a lot of traffic from 4th Avenue and 5th Avenue spill into the Fourth Block of Lake Street. Keitel addressed his concern about trucks and semis using Lake Street, likely in an attempt to take a short-cut to Highway 60. In the past, 9th Street had been the truck route.

Wietzema said that the truck route now (signed) is 11th Street to 2nd Avenue.

Beth Mahoney, a Worthington resident who had sent an email of concern, said that she had sent a second email containing a video clip of traffic moving by Sailboard Beach in an unsafe manor, as an example of common and dangerous traffic in that area along Lake Street. They have noticed that traffic increases in the evening.

Schnieder mentioned that there are double-yellow no-passing lines on the road in that area. Wietzema added that there is no parking along the lake side of Lake Street.

Kremer said that it would be good if there could be markings along every single crosswalk.

Schnieder said that a vehicle is not required to stop/yield to a pedestrian until the pedestrian has at least one foot in the street. He also said that a crosswalk does not make anything safer. Crosswalks might help a little, but they aren't going to solve bad drivers.

OTHER BUSINESS

1) Heinrichs brought up that a number of parents had contacted him with concerns about the school bus situation and asked for clarification.

The policy was explained by Dave Skog:

Due to the pandemic, school busses are running at approximately 50% capacity. There are not enough busses/drivers to get all students to school in the time allotted. Therefore, unless something changes, elementary school students living within ½ mile of school, and high school, middle school and learning center students living within 1 mile of school, will need to find alternate transportation to school (ie: walking, biking, parent or student driving to school, etc.).

If busses/drivers can be added, then they could add those students living within the ½ mile or 1 mile parameter.

Concerns include traffic and speed as a safety issue for students walking or riding bicycles to school. Skog said that they are not encouraging students to walk or ride bicycles to Prairie Elementary School. They prefer that someone take them and drop them off/pick them up at the school.

Heinrichs said that a discussion during the October 2019 meeting centered around concerns that the speed limit was 55mph in the Middle School and Learning Center area, and now there could be students walking or biking across the road. There is no crosswalk for pedestrians or bikers.

2) Traffic and safety issues around the Middle School and Learning Center, and the planned new Intermediate School.

Schnieder said that on August 26, 2020, the County Commissioners will have a working session in which they will discuss the traffic and safety issues. If things go as planned, the county will be adding left hand turn lanes and right hand turn lanes, and will look at putting in a crosswalk. They don't want to put in a lot of crosswalks, rather choose a place for a primary crosswalk, so there would be one designated crosswalk. They might end up with one at the Learning Center and maybe another one further down.

Heinrichs asked if changing the speed limit on that road was being considered. Schnieder said that one consideration would be lowering the speed limit before school and after school. Right now there is reduced speed on Oxford Street for an hour around the beginning of the school day and an hour at the ending of the school day.

Schnieder spoke to School Supt. John Landgaard about connecting a sidewalk between the Middle School and Intermediate School, running along the property and roadway, while trying to avoid traffic being guided to or through a parking lot. They would like to have something in by 2022, the same year (before) the Intermediate School is scheduled to be completed.

Heinrichs: the plan for this year is, basically, to be careful. Schnieder: they should always be careful.

Schnieder said a traffic study was done for ISD 518, including the intersection of Oxford Street and North Crailsheim Road. One thing that was determined was that leaving the Middle School at the end of the day and going west can be tricky. There have been informal discussions of options, which might include signs, signals, or a mini roundabout.

The City has a Safe Routes to School grant for putting sidewalks in Knollwood Drive to where the bus comes out in that area. That has been approved, although not scheduled as of yet.

ADJOURNMENT

As there was no further business before the Committee, Oberloh made a motion to adjourn the meeting at 2:20 p.m.; seconded by Wietzema. The motion passed unanimously.

Meredith Vaselaar
Administrative Secretary

ADMINISTRATIVE SERVICES MEMO

DATE: SEPTEMBER 25, 2020

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

CONSENT AGENDA CASE ITEM

1. BURNING PERMIT APPLICATION - MINNESOTA WEST COMMUNITY & TECHNICAL COLLEGE

Exhibit 1 is an Application for a Burning Permit submitted by Minnesota West Community and Technical College that would allow them to complete a maintenance burn on the pollinator plot on the Worthington Campus, at the corner of West Lake Avenue and Sundown Drive. The date and time of the burn is subject to wind and weather factors. The application has been reviewed by Fire Chief Jason Larsen, and now requires Council approval per Section 91.01 of the Worthington City Code. Council action is requested on the Application for a Burning Permit.

CASE ITEMS

1. RESOLUTION TO AUTHORIZE THE SALE OF \$7,970,000 GENERAL OBLIGATION SALES TAX REVENUE BOND, SERIES 2020A

Exhibit 2 is a copy of a proposed resolution for the City of Worthington Issue General Obligation Sales Tax Revenue Bonds, Series 2020A. The total bonds will be for \$7,970,000. The bonds are for financing various capital projects in the City. The City would hold a competitive sale on October 26, 2020 allowing the Council to consider the bids at its regular meeting that evening. Rebecca Kurtz from Ehlers and Associates will be present at the meeting to provide an overview of the bond and to answer any questions.

Exhibit 3 is a Pre-Sale Report including the Debt Service Schedule pertaining to this bond issue.

Council action is requested to adopt the proposed resolution as presented.

2. TAX INCREMENT FINANCING (TIF) DISTRICT 18 DEVELOPMENT AGREEMENT

At its February 10, 2020 meeting, the Worthington City Council held a public hearing and subsequently established Tax Increment Financing (TIF) District 18, a redevelopment

district, to assist with the repair of the historic Hotel Thompson building. City staff has been working with the building's owner and developer, Clark Unlimited Properties, to reach a development agreement to determine the amount of public assistance needed to generate a reasonable rate of return on the project for the developer. Staff, the developer, and the City's financial consultant, Ehlers Inc., have negotiated an agreement outlined in the term sheet shown in *Exhibit 4*.

The term sheet generally outlines the following:

- The Developer will require a TIF public hearing, and execution of the TIF agreement
- The City will require approval of construction plans, a TIF public hearing, execution of the TIF agreement, and sufficient need and means for the Developer to execute the project successfully
- Total project costs are anticipated to be approximately \$2.95mil
- The repairs will be completed by August 1, 2021
- The City will provide up to \$937,727 (\$479,223 present value), or 26 years of TIF, for the project, whichever comes first
- The City will provide an approximately \$131k grant and purchase roofing materials from the Developer
- Per the City's Municipal Subsidy Policy, the district will be structured as a pay-as-you-go district where payments will be made to the Developer over the life of the 25-year district
- The TIF note will be issued upon completion of the minimum improvements and demonstration of the total qualified costs
- The anticipated assessment cost after the repairs is projected at \$2.6 million
- The developer will reimburse the City for 100% of the costs associated with establishing the district (projected to be approximately \$35k)
- The City will retain 10% of the annual increment to cover administrative costs, including planning, management, and oversight of the district
- The developer cannot transfer the property, TIF note, or agreement without City consent

Comparable projects commonly produce a 10-15% cash-on-cash rate of return on equity for investors. Based on the cash flow and sources and uses statements, the developer's rate of return is slightly below the normal rate of return based on projections for the project. Therefore, staff finds that this project would not be reasonably expected to proceed but for the assistance as outlined in the term sheet shown in *Exhibit 4*.

Council is requested to provide direction regarding the agreement as proposed. Based on Council's direction, staff and their consultants will prepare final agreements to be formally considered at the October 12, 2020 regular City Council meeting.

3. APPOINT ELECTION JUDGES FOR THE NOVEMBER 3, 2020 GENERAL

ELECTION

State Statute 204B.21 Subd, 2 states that election judges for precincts in a municipality shall be appointed by the governing body of the municipality at least 25 days before the election at which they will serve, which this year is October 9th for the November 3, 2020 General Election. Staff is requesting that Council appoint the slate of election judges included as ***Exhibit 5*** to serve for the November 3, 2020 General Election. Also included as ***Exhibit 6*** is a resolution authorizing the City Clerk to appoint additional election judges within the 25 day period prior to the election should the need arise, as allowed by Statute.

Council action is requested to appoint the November 3, 2020 General Election Judges, and to adopt the resolution authorizing the City Clerk to appoint addition election judges as may be necessary.

4. APPLICATION FOR NEW ON-SALE/SUNDAY LIQUOR LICENSE - THE THOMPSON MEXICAN GRILL., 304 10th STREET

Exhibit 7 is an application for a new On-Sale/Sunday Liquor License received from Efrain Patino, The Thompson Mexican Grill for his restaurant located at 304 10th Street in the former Thompson Hotel. All of the required paperwork and fees for the license have been received and the insurance is in place.

Council action is requested for approval of the new On-Sale/Sunday Liquor License for The Thompson Mexican Grill, 304 Tenth Street.

5. AWARD OF CONTRACT - GLENWOOD HEIGHTS SECOND ADDITION SITE GRADING, SANITARY SEWER, WATERMAIN, STORM SEWER, AND STREETS

Bids were received for the Glenwood Heights Second Addition project on September 10, 2020. It was a very good bid environment as evidence of receiving nine bids. The low bid was submitted by Kuechle Underground, Inc. of Kimball, MN for \$1,755,904.55, more than \$132,000 below the engineer's estimate of construction cost.

The Water & Light/City Council Joint Housing Committee met on September 18 to receive a presentation from the project's engineer to review the updated total project cost and scenarios for lot pricing based on the actual bid. After discussion regarding the updated lot pricing, the Committee forwarded theri recommendation to both the Water & Light Commission and the City Council to award the bid to Kuechle Underground.

The Water & Light Commission met on September 21 and approved moving forward with the project contingent on approval by the City Council.

The Committee also forwarded their recommendation of the continuation of the Joint

Housing Committee as this and future phases progress. The Committee will address such things as pricing scenarios, covenants, marketing, etc. and forward recommendations to elected and appointed policy makers.

This work is the first phase of development of the residential subdivision and includes 14 executive lots, eight move-up lots and six twin home lots.

Council action is requested to award the contract to Kuechle Underground and authorize the continuation of the joint housing committee.

6. PROFESSIONAL SERVICES MASTER AGREEMENT

Staff requested a master agreement for general engineering and project task orders from the engineering firm of Bolton and Menk, Inc. (BMI). The purpose of a master agreement is to streamline the process for retaining the firm for either general engineering services or for specific projects. The City will continue to solicit proposals as needed which will include the scope of work and fee. Proposals will be brought to Council for their consideration and approval. The master agreement contains the standard terms and conditions that will apply to all subsequent contracts.

The master agreement has been reviewed and approved by the City's legal counsel.

The agreement is included as *Exhibit 8*.

Staff recommends approving the agreement and authorizing execution by the Mayor and Clerk.

7. PROFESSIONAL SERVICES AGREEMENT AMENDMENT- GLENWOOD HEIGHTS SECOND ADDITION CONSTRUCTION ADMINISTRATION SERVICES

Contingent upon Council's award of the construction contract for the above project, Staff requested a proposal for an amendment to the current Glenwood Heights agreement from Bolton and Menk to perform construction administration and engineering services, construction staking and resident project representation services. The scope of work includes:

- Facilitating a preconstruction meeting,
- Reviewing shop drawings,
- Acting as the City's construction representative,
- Performing site visits on a daily basis and determining that work is proceeding in

- general conformance with the construction and contract documents,
- Reviewing the Contractor's request for payments,
- Coordinating on-site testing,
- Conducting a final inspection, and
- Preparing record drawings.

The work shall be performed on an hourly basis for an estimated fee of \$196,000. The total project engineering fee, including previous contracts totaling \$181,650 shall not exceed \$337,650.00. The proposal is included as ***Exhibit 9***.

Staff recommends approving the agreement and authorizing execution by the Mayor and Clerk.

8. PROFESSIONAL SERVICES AGREEMENT- FIELD HOUSE PHASE I AND PHASE II REDESIGN

With the donation of \$1 million from JBS' Hometown Strong Initiative as well as the discontinuation of the collaborative WELL project, the City has the opportunity to expand and enhance the Field house project. The enhancement includes moving forward with the project in two phases and constructing an addition to the facility. The addition will locate ancillary spaces in the addition allowing more recreation space within the existing structure. Phase II also includes design and construction of the final site development that had been left out of the earlier plan as it would have been included in the WELL project.

Phase I includes redesign of the previously completed Field House plans. Revisions to this area include:

- Reducing the existing restroom layout,
- Removing the office and reception areas (to be located in the Phase II addition),
- Enlarging the mezzanine,
- Incorporating an underfloor vapor mitigation system in the recreation area, and
- Modifications to the mechanical and electrical design to accommodate the revised layout.

The fee to perform the above scope of work is an additional lump sum of \$28,500.

Phase II Design includes design of the addition, civil/site plans and soil contaminant mitigation in accordance with the MPCA approved Corrective Action Plan. The scope of work includes:

- Schematic design,
- Design Development,
- Construction and bid documents,

- Bidding assistance,
- Permitting, and
- Construction administration.

The fee to perform the above scope of work is an additional lump sum of \$105,000. The proposal is included as ***Exhibit 10.***

Staff recommends approving the agreement and authorizing execution by the Mayor and Clerk.

9. **AMENDMENT I TO CHERRYWOOD ADDITION STORMWATER IMPROVEMENT PROFESSIONAL SERVICES AGREEMENT**

City Council approved a professional services agreement with the firm of Bolton and Menk on June 8, 2020 for the initial engineering services required to evaluate and provide preliminary design for storm sewer of the Cherrywood Addition. In order to initiate further project development, staff has requested the proposed amendment to the Bolton and Menk agreement included in ***Exhibit 11.*** The amendment includes the following tasks: construction contract administration and engineering, construction staking and resident project representation.

Tasks having a well defined scope of services are proposed on a lump sum fee basis. Tasks that may require more or less time depending on a number of variables are proposed as hourly not to exceed fee basis. The amendment for construction phase services based on anticipated scope and schedule of work are estimated to total \$25,000 and will be financed as part of the improvements. Fees will be assigned to the assessable public improvements as appropriate.

Staff recommends that Council authorize execution of the proposed amendment.

CITY OF WORTHINGTON
BURNING PERMIT APPLICATION

DATE: 9-24-2020


NAME: MW West CTC

ADDRESS: 1450 Collegeway
Worthington MN 56187

PURPOSE OF FIRE: Maintenance burn for
pollinator plot along Sundowner Ave. and
West Lake Ave.

DATE AND TIME: TBD - Wind & Weather will dictate.

LOCATION: See above location description


Signature of Applicant

Approved by the following:

Fire Chief _____ Date _____

City Council _____ Date _____

RESOLUTION NO. _____

Council Member _____ introduced the following resolution and moved its adoption:

**Resolution Providing for the Sale of
\$7,970,000 General Obligation Sales Tax Revenue Bonds, Series 2020A**

A. **WHEREAS**, the City Council of the City of Worthington, Minnesota has heretofore determined that it is necessary and expedient to issue the City's \$7,970,000 General Obligation Sales Tax Revenue Bonds, Series 2020A (the "Bonds"), to finance various capital projects in the City; and

B. **WHEREAS**, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the Bonds in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

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

1. Authorization; Findings. The City Council hereby authorizes Ehlers to assist the City for the sale of the Bonds.
2. Meeting; Proposal Opening. The City Council shall meet at 7:00 PM on October 26, 2020, for the purpose of considering proposals for and awarding the sale of the Bonds.
3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by City Council Member _____ and, after full discussion thereof and upon a vote being taken thereon, the following City Council Members voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated this 28th day of September 2020.

(SEAL)

Mayor

City Clerk

September 28, 2020
Pre-Sale Report for

City of Worthington, Minnesota

\$7,970,000 General Obligation Sales Tax
Revenue Bonds, Series 2020A



Prepared by:

Ehlers
3060 Centre Pointe Drive
Roseville, MN 55113

Advisors:

Rebecca Kurtz, Senior Municipal Advisor
Chris Mickelson, Municipal Advisor
Todd Hagen, Senior Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

\$7,970,000 General Obligation Sales Tax Revenue Bonds, Series 2020A

Purposes:

The proposed \$7,970,000 General Obligation Sales Tax Revenue Bond issue includes financing for several capital projects, including but not limited to improvements to the aquatic center, construction of a field house, park and recreation improvement projects, the 10th Street Pavilion and improvements to the ice arena. Debt service will be paid from sales tax revenues.

Authority:

The Bonds are being issued pursuant to Minnesota Statutes, Chapter 475 and a local referendum approved by City voters.

The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.

Term/Call Feature:

The Bonds are being issued for a term of 15 years. Principal on the Bonds will be due on February 1 in the years 2022 through 2035. Interest is payable every six months beginning August 1, 2021.

The Bonds will be subject to prepayment at the discretion of the City on February 1, 2029 or any date thereafter.

Bank Qualification:

Because the City is expecting to issue no more than \$10,000,000 in tax exempt debt during the calendar year, the City will be able to designate the Bonds as "bank qualified" obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.

Rating:

The City's most recent bond issues were rated by Standard & Poor's. The current ratings on those bonds are "AA-". The City will request a new rating for the Bonds.

If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the City's bond rating in the event that the bond rating of the insurer is higher than that of the City.

Basis for Recommendation:

The proposed Bond issue is the most cost-efficient means of achieving the desired financing and is expected to yield the lowest possible interest cost while also preserving future prepayment flexibility. Moreover, the competitive sale approach described below is consistent with the City's historical debt issuance method, as well as best practices published by the Governmental Finance Officers Association.

Method of Sale/Placement:

We will solicit competitive bids for the purchase of the Bonds from underwriters and banks.

We will include an allowance for discount bidding in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered "reoffering premium." The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or "discount") but will pay the remainder of the premium to the City. The amount of the premium varies, but it is not uncommon to see premiums for new issues in the range of 2.00% to 10.00% of the face amount of the issue. This means that an issuer with a \$2,000,000 offering may receive bids that result in proceeds of \$2,040,000 to \$2,200,000.

For this issue of Bonds, we have been directed to use the net premium to reduce the size of the issue/increase the net proceeds for the project. The resulting adjustments may slightly change the true interest cost of the issue, either up or down.

The amount of premium can be restricted in the bid specifications. Restrictions on premium may result in fewer bids but may also eliminate large adjustments on the day of sale and unintended impacts with respect to debt service payment. Ehlers will identify appropriate premium restrictions for the Bonds intended to achieve the City's objectives for this financing.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time.

We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because the City has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds and has contracted with Ehlers to prepare and file the reports.

Arbitrage Monitoring:

Because the Bonds tax-exempt obligations, the City must ensure compliance with certain Internal Revenue Service (IRS) rules throughout the life of the issue. These rules apply to all gross proceeds of the issue, including initial bond proceeds and investment earnings in construction, escrow, debt service, and any reserve funds. How issuers spend bond proceeds and how they track interest earnings on funds (arbitrage/yield restriction compliance) are common subjects of IRS inquiries. Your specific responsibilities will be defined in the Signature, No-Litigation, Arbitrage Certificate and Purchase Price Receipt prepared by your Bond Attorney and provided at closing. We recommend that you regularly monitor compliance with these rules and/or contract with Ehlers to assist you.

Investment of Bond Proceeds:

To maximize interest earnings, we recommend using an SEC registered investment advisor to assist with the investment of bond proceeds until they are needed to pay project costs. Ehlers is a registered investment advisor and can assist the City in developing an appropriate investment strategy if needed.

Risk Factors:

Sales Tax Revenue: A portion of the debt is being paid with sales tax revenue. It should be noted that the amount of revenue is estimated at this time and the actual amount of sales tax revenue that will be available in the future is subject to legislative changes, economic conditions, commercial/retail businesses subject to the tax and actual annual sales subject to the sales tax. If sales tax revenue is inadequate and other funding sources are not available, the City may have to levy taxes to pay debt service on the bonds or appropriate sufficient funds from other sources.]

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

Bond Counsel: Dorsey & Whitney LLP

Paying Agent: Bond Trust Services Corporation

Rating Agency: Standard & Poor's Global Ratings (S&P)

Summary:

The decisions to be made by the City Council are as follows:

Accept or modify the finance assumptions described in this report

Adopt the resolution attached to this report.

This presale report summarizes our understanding of the City's objectives for the structure and terms of this financing as of this date. As additional facts become known or capital markets conditions change, we may need to modify the structure and/or terms of this financing to achieve results consistent with the City's objectives.

PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by City Council:	September 28, 2020
Due Diligence Call to review Official Statement:	Week of October 12, 2020
Distribute Official Statement:	Week of October 12, 2020
Conference with Rating Agency:	Week of October 12, 2020
City Council Meeting to Award Sale of the Bonds:	October 26, 2020
Estimated Closing Date:	November 12, 2020

Attachments

Estimated Sources and Uses of Funds

Estimated Proposed Debt Service Schedule

Resolution Authorizing Ehlers to Proceed with Bonds Sale

EHLERS' CONTACTS

Rebecca Kurtz, Senior Municipal Advisor	(651) 697-8516
Chris Mickelson, Municipal Advisor	(651) 697-8556
Todd Hagen, Senior Municipal Advisor	(651) 697-8508
Jen Chapman, Senior Public Finance Analyst	(651) 697-8566
Alicia Gage, Senior Financial Analyst	(651) 697-8551

The Preliminary Official Statement for this financing will be sent to the City Council at their home or email address for review prior to the sale date.

City of Worthington, Minnesota

\$7,970,000 General Obligation Sales Tax Revenue Bonds, Series 2020A

Assumes Current Market BQ AA- Rates plus 20bps

Sources & Uses

Dated 11/12/2020 | Delivered 11/12/2020

Sources Of Funds

Par Amount of Bonds	\$7,970,000.00
---------------------	----------------

Total Sources	\$7,970,000.00
----------------------	-----------------------

Uses Of Funds

Total Underwriter's Discount (1.200%)	95,640.00
---------------------------------------	-----------

Costs of Issuance	70,000.00
-------------------	-----------

Deposit to Project Construction Fund	7,800,000.00
--------------------------------------	--------------

Rounding Amount	4,360.00
-----------------	----------

Total Uses	\$7,970,000.00
-------------------	-----------------------

City of Worthington, Minnesota

\$7,970,000 General Obligation Sales Tax Revenue Bonds, Series 2020A

Assumes Current Market BQ AA- Rates plus 20bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/12/2020	-	-	-	-	-
08/01/2021	-	-	52,179.51	52,179.51	-
02/01/2022	530,000.00	0.450%	36,263.75	566,263.75	618,443.26
08/01/2022	-	-	35,071.25	35,071.25	-
02/01/2023	550,000.00	0.450%	35,071.25	585,071.25	620,142.50
08/01/2023	-	-	33,833.75	33,833.75	-
02/01/2024	550,000.00	0.450%	33,833.75	583,833.75	617,667.50
08/01/2024	-	-	32,596.25	32,596.25	-
02/01/2025	555,000.00	0.500%	32,596.25	587,596.25	620,192.50
08/01/2025	-	-	31,208.75	31,208.75	-
02/01/2026	555,000.00	0.600%	31,208.75	586,208.75	617,417.50
08/01/2026	-	-	29,543.75	29,543.75	-
02/01/2027	560,000.00	0.700%	29,543.75	589,543.75	619,087.50
08/01/2027	-	-	27,583.75	27,583.75	-
02/01/2028	565,000.00	0.800%	27,583.75	592,583.75	620,167.50
08/01/2028	-	-	25,323.75	25,323.75	-
02/01/2029	565,000.00	0.900%	25,323.75	590,323.75	615,647.50
08/01/2029	-	-	22,781.25	22,781.25	-
02/01/2030	575,000.00	1.000%	22,781.25	597,781.25	620,562.50
08/01/2030	-	-	19,906.25	19,906.25	-
02/01/2031	580,000.00	1.100%	19,906.25	599,906.25	619,812.50
08/01/2031	-	-	16,716.25	16,716.25	-
02/01/2032	585,000.00	1.250%	16,716.25	601,716.25	618,432.50
08/01/2032	-	-	13,060.00	13,060.00	-
02/01/2033	590,000.00	1.350%	13,060.00	603,060.00	616,120.00
08/01/2033	-	-	9,077.50	9,077.50	-
02/01/2034	600,000.00	1.450%	9,077.50	609,077.50	618,155.00
08/01/2034	-	-	4,727.50	4,727.50	-
02/01/2035	610,000.00	1.550%	4,727.50	614,727.50	619,455.00
Total	\$7,970,000.00	-	\$691,303.26	\$8,661,303.26	-

Yield Statistics

Bond Year Dollars	\$62,688.97
Average Life	7.866 Years
Average Coupon	1.1027510%
Net Interest Cost (NIC)	1.2553137%
True Interest Cost (TIC)	1.2580480%
Bond Yield for Arbitrage Purposes	1.0962639%
All Inclusive Cost (AIC)	1.3781593%

IRS Form 8038

Net Interest Cost	1.1027510%
Weighted Average Maturity	7.866 Years

Resolution No. _____

Councilmember _____ introduced the following resolution and moved its adoption:

**Resolution Providing for the Sale of
\$7,970,000 General Obligation Sales Tax Revenue Bonds, Series 2020A**

- A. WHEREAS, the City Council of the City of Worthington, Minnesota has heretofore determined that it is necessary and expedient to issue the City's \$7,970,000 General Obligation Sales Tax Revenue Bonds, Series 2020A (the "Bonds"), to finance various capital projects in the City; and
- B. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the Bonds in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

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

1. Authorization; Findings. The City Council hereby authorizes Ehlers to assist the City for the sale of the Bonds.
2. Meeting; Proposal Opening. The City Council shall meet at 7:00 PM on October 26, 2020, for the purpose of considering proposals for and awarding the sale of the Bonds.
3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by City Council Member _____ and, after full discussion thereof and upon a vote being taken thereon, the following City Council Members voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated this 28th day of September 2020.

City Clerk

2020 Thompson Hotel Redevelopment – Proposed Deal Terms

Draft 9/24/2020

This document summarizes proposed terms by the City of Worthington for purposes of entering into a TIF Agreement to provide TIF Assistance to the Thompson Hotel redevelopment.

1. Developer: Clark Unlimited Properties, LLC
 2. Property: Parcel number 31-0113-000 located at 1009 – 3rd Avenue in the City of Worthington. (private acquisition by Developer)
 3. Developer Conditions:
 - a. Tax Increment Financing Public Hearing
 - b. Execution of TIF Agreement
 4. City Conditions:
 - a. City approval of Construction Plans
 - b. Tax Increment Financing Public Hearing
 - c. Execution of TIF Agreement
 - d. City determination that Developer has sufficient financial need and means to construct Minimum Improvements
 5. Minimum Improvements: Improvements to the property will include acquisition of the Property, site improvements and infrastructure necessary to facilitate redevelopment of the former Thompson Hotel. The redevelopment will include the rehabilitation of 39 units of rental housing and approximately 21,650 square feet of commercial space in the basement and first level. Total Development Costs are anticipated to be \$2,948,455.
 6. Construction Schedule: Commence construction by August 1, 2020 and completed by August 1, 2021.
 7. Public Assistance: The City has created a redevelopment TIF District to encompass the area of the Property. The City will reimburse Developer from available tax increments for up to \$479,223 (present value) of qualified costs related to the Minimum Improvements. In addition, the City will provide:
 - a) A \$103,560 grant for repairing the roof and boiler; and
 - b) \$82,840 from City purchase of roofing materials from the developer.
- Tax increment payments will be issued on a pay-as-you-go basis over the term of the new redevelopment TIF District. Non-compounding, simple interest will accrue at the lesser of 1) 5.0% per annum, or 2) the developer's private financing rate for the permanent loan.
8. Issuance of TIF Note: The TIF Note will be issued upon completion of the Minimum Improvements (as evidenced by a Certificate of Completion from the City) and demonstration of Total Qualified Costs.
 9. Building Value: The Minimum Improvements to be constructed upon the Property is anticipated to have an assessed value of approximately \$2.6 million.
 11. TIF Fees: The City will require the Developer to pay for 100% of the costs of establishing the TIF district and to pay for the reasonable out-of-pocket legal, financial consultant and administrative fees associated with this transaction. The City will invoice the Developer as necessary and payment made within 30-days of invoicing.

12. No Waiver of City Fees: Developer shall be responsible for payment of all applicable City permit or other fees.
13. TIF Administrative Costs: 10% of tax increment generated from the Redevelopment TIF District is anticipated to be retained by the City for administrative costs related to the planning, management, and oversight of the Redevelopment TIF District.
14. Miscellaneous:
 - a. During the term of assistance, no transfers of Property, TIF Note or TIF Agreement without City consent.
 - b. Developer covenants to pay property taxes and maintain customary insurance.
 - c. Costs eligible for TIF reimbursement must comply with the TIF Act.
 - d. Developer agrees to not petition to reduce the market value during the term of the TIF assistance.

2020 PRIMARY ELECTION

November 3, 2020

Election Board

Updated 09-24-20

First Ward - First, Second & Third Precinct
First Baptist Church - 1000 Linda Lane

Beth Habicht, 235 Lake Avenue (co-head judge)
Rod Sankey, 1917 Clary Street (co-head judge)
Priscilla Williams, 224 W. Clary Street
Linda Nelson, 602 W. Lake Avenue
Jackie Johnson, 1692 Airport Road
Cynthia Halwell, 1692 Airport Road
Joan Behrends, 1380 Collegeway
Clair Williams, 224 Clary Street
Genny Lien, 333 Galena Street
Al Thiner, 1027 Marine Avenue
Cheniqua Johnson, 1601 Darling Drive

First Ward - Fourth & Fifth Precinct
American Reformed Church, 1720 N. Burlington

Vern Verbrugge, 1306 Virginia Avenue (head judge)
June Bottema-Winters, 1120 Smith Avenue
Kathy Roslansky, 804 W. Shore Drive
Elaine Hay, 1119 Lexington Avenue
Terese Perkins, 316 Lake Street
Kate Schlauch, 1505 Darling Drive #4
Simon Koster, 370-3313
Karen Magyar, 454 W. Lake Avenue
Michelle Ebbers, 295-5286
Donna Reimer, (½ day) 683-2202

Second Ward - First Precinct
YMCA - 1501 Collegeway

Linda Kuhle, 414 Sundown Drive (head judge)
Jeanene Townswick, 936 Miles Drive
Shirley Olson-Kuehl, 1150 Crailsheim #101
Tina Haluszka, 819 Tenth Street
Patty LeBrun, 21496 Nystrom Reading MN 56165
Janet Slater (6:00a.m.-1:30p.m.)
Lorraine Edwards (1:30p.m.-close) PO Box 21 Bigelow
Gabriela Tomas, 2116 Eleanor Street
Mary Wagner, 1690 Oakwood Drive

Second Ward - Second & Third Precincts
Nobles County Public Works Bldg.- 960 Diagonal Rd.

Cheryl Avenel-Navara, 726 Shell Street (head judge)
Andrea Duarte Alonso, 315 Galena Street
Cathy Craun, 1180 Miles Drive
Lee McAllister, 1709 Greenview Road
Betty McAllister, 1709 Greenview Road
Michele Perry, 1100 Fredrick Avenue
Terry Marten, 1434 1st Ave SW
Paul Langseth, 360-5844
Dennis Apel, 1221 Diagonal Road

Second Ward - Fourth & Fifth Precincts
Solid Rock Church, 1730 Diagonal Road

Bernice Camery, 1031 Liberty Drive (co-head judge)
Jim Laffrenzen, 1709 Rust Road (co-head judge)
Paula Laffrenzen, 1709 Rust Road
Nelma Vanden Bosch, 1703 Rust Road
Mike Vosburgh, 1732 Viking Road
Mary Kutzbach, 1815 1st Avenue
Larry Comminck, 795 Lucy Drive
Zachary Brandt, 1682 Broadway St, Bigelow
Jan Quiring, 31639 Roberts Avenue

CITY OF WORTHINGTON
RESOLUTION NO. _____

**A RESOLUTION APPOINTING ELECTION JUDGES AND ALTERNATES
FOR THE NOVEMBER 3, 2020 GENERAL ELECTION**

WHEREAS, Minn. Statute 204B.21 states that Election Judges for precincts in a municipality shall be appointed by the governing body of the municipality; and

WHEREAS, Minn. Statute 204B.21 also states that the appointments shall be made at least 25 days before the election at which the Election Judges will serve, except that the appointing authority may pass a resolution authorizing the appointment of additional Election Judges within the 25 days before the election if the appointing authority determines that additional election judges will be required; and

WHEREAS, Minn. Statute 204B.23 states the municipal Clerk may assign Election Judges to fill vacancies as they occur.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Worthington, Nobles County, Minnesota, appoints the attached slate to serve as Election Judges and Alternate Election Judges for the above referenced election.

BE IT FURTHER RESOLVED, the City Council of the City of Worthington, Nobles County, Minnesota, pursuant to Minn. Stat. 204B.23 does hereby appoint the City Clerk to assign Election Judges to fill vacancies as they occur.

Adopted by the City Council of the City of Worthington, Nobles County, Minnesota, this 28th day of September, 2020.

(SEAL)

Mike Kuhle, Mayor

Attest: _____
Mindy L. Eggers, City Clerk



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division (AGED)
444 Cedar Street, Suite 133, St. Paul, MN 55101-5133
Telephone 651-296-6979 Fax 651-297-5259 TTY 651-282-6555

Certification of an On Sale Liquor License, 3.2% Liquor license, or Sunday Liquor License

Cities and Counties: You are required by law to complete and sign this form to certify the issuance of the following liquor license types:
1) City issued on sale intoxicating and Sunday liquor licenses
2) City and County issued 3.2% on and off sale malt liquor licenses

Name of City or County Issuing Liquor License Worthington License Period From: July 1, 2020 To: June 30, 2021

Circle One: New License License Transfer _____ Suspension _____ Revocation _____ Cancel _____
(former licensee name) (Give dates)

License type: (circle all that apply) On Sale Intoxicating Sunday Liquor 3.2% On sale 3.2% Off Sale

Fee(s): On Sale License fee: \$ 3000 Sunday License fee: \$ 200 3.2% On Sale fee: \$ _____ 3.2% Off Sale fee: \$ _____

Licensee Name: El Mexicano #3, Inc DOB _____ Social Security # _____
(corporation, partnership, LLC, or Individual)

Business Trade Name ^{DBA} The Thompson Mexican Grill Business Address 304 10th Street City Worthington

Zip Code 56187 County Nobles Business Phone _____ Home Phone _____

Home Address _____ City Worthington Licensee's MN Tax ID # _____

(To Apply call 651-296-6181)

Licensee's Federal Tax ID # _____
(To apply call 651-290-3905)

If above named licensee is a corporation, partnership, or LLC, complete the following for each partner/officer:

Efrain Patino Vega Wgtn
Partner/Officer Name (First Middle Last) DOB Social Security # Home Address

(Partner/Officer Name (First Middle Last) DOB Social Security # Home Address

Partner/Officer Name (First Middle Last) DOB Social Security # Home Address

Intoxicating liquor licensees must attach a certificate of Liquor Liability Insurance to this form. The insurance certificate must contain all of the following:

1) Show the exact licensee name (corporation, partnership, LLC, etc) and business address as shown on the license.

2) Cover completely the license period set by the local city or county licensing authority as shown on the license.

Circle One: (Yes No) During the past year has a summons been issued to the licensee under the Civil Liquor Liability Law?

Workers Compensation Insurance is also required by all licensees: Please complete the following:

Workers Compensation Insurance Company Name: Auto Owners Insurance Policy # _____

I Certify that this license(s) has been approved in an official meeting by the governing body of the city or county.

City Clerk or County Auditor Signature _____ Date _____
(title)

On Sale Intoxicating liquor licensees must also purchase a \$20 Retailer Buyers Card. To obtain the application for the Buyers Card, please call 651-215-6209, or visit our website at www.dps.state.mn.us.

AGREEMENT FOR GENERAL ENGINEERING AND PROJECT TASK ORDERS

CITY OF WORTHINGTON and BOLTON & MENK, INC.

This Agreement, made this 14th day of September, 2020, by and between CITY OF WORTHINGTON, Minnesota, ("CLIENT"), and BOLTON & MENK, INC., 1501 South State Street, Suite 100, Fairmont, MN 56031, ("CONSULTANT").

WITNESS, whereas the CLIENT requires professional services for: 1) general municipal engineering matters, and 2) various project specific assignments or tasks; and whereas the CONSULTANT agrees to furnish the necessary professional services required and assigned as needed 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 professional general and project engineering services as hereinafter described.
- B. GENERAL ENGINEERING SERVICES
 - 1. The CONSULTANT shall provide a registered engineer under the direction of the City Administrator and provide the following General Services.
 - a. The CONSULTANT agrees to assign an experienced licensed professional engineer from its staff to perform the required services and to provide such other staff as may be appropriate or necessary to complete requested services.
 - b. CONSULTANT and CITY hereby designate and appoint Travis L. Winter, P.E., hereinafter referred to as the Consultant Engineer, as the contact for General Engineering Services.
 - 2. The Consultant Engineer shall attend City staff meetings as requested and shall assist CLIENT staff on engineering related issues.
 - 3. As requested by CLIENT staff, the Consultant Engineer shall attend City Council meetings, and other meetings.
 - 4. The Consultant Engineer shall advise and provide engineering services to CLIENT staff and Council for general engineering matters in which the City becomes involved.
 - 5. General Engineering Services shall be compensated on the following basis:
 - a. General Engineering compensation will be made on an **hourly basis**. Compensation for General Engineering shall be at the rate of **\$100 per hour for the first 20-hrs per month, after which standard rates as set forth in Section III.A will apply.**

6. Upon request by CLIENT staff, the Consultant Engineer, or its qualified CONSULTANT staff designee, shall review building and site plans and other documents for conformance with CLIENT engineering standards. CONSULTANT is entitled to rely on accuracy of documents as furnished for review without independent verification or calculation. Such reviews are solely for the information and benefit of the CLIENT as a professional opinion limited to consideration of CLIENT's established review criteria. CONSULTANT's services shall not be construed as verification, approval or acceptance of any third-party design or documents. If additional review, beyond that described herein, is desired by CLIENT, such services will be performed as Additional Services.

7. Other specific assigned duties of the Consultant Engineer under this agreement.

C. PROJECT SPECIFIC SERVICES

1. Engineering and other professional services requested for specific project related studies, surveys, design, plan and specification preparation and construction administration may be authorized as Project Specific Services by separate Task Order or Addendum for each assignment and in connection with each proposed project (referred to as "Project" or "project") associated with that Task Order or Addendum. A sample Task Order form is attached at the end of this Agreement.
2. Scope, schedule and compensation for each Project Specific Services assignment shall be documented by a separate Task Order or Addendum and invoiced under a separate project or task number for each assignment. Upon acceptance of the Task Order or Addendum, the CONSULTANT agrees to perform the required services for the assignment.
3. Project Specific Services shall be compensated in accordance with Section III.A.1 and as expressly set forth in the applicable Task Order or Addendum for such Services.

D. ADDITIONAL SERVICES

1. Upon mutual agreement of the parties, Additional Services may be authorized as described in Paragraph IV.B. Additional Services will be compensated as set forth in III.A.3.

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 (when requested) 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, utility information, 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 the appropriate Task Order.
- H. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

(Remainder of this page intentionally left blank)

SECTION III - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with the following Schedule of Fees for the time spent in performance of Agreement services or as otherwise explicitly described in the Task Order or Addendum for the specific assignment.

Schedule of Fees

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

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

2. The preceding Schedule of Fees shall apply for services provided through December 31, 2021. Hourly rates may be adjusted by CONSULTANT, 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, CLIENT may request an updated rate schedule each year.
3. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement CLIENT agrees to pay any applicable sales taxes.
4. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.

5. Additional Services as outlined in Section I.D and IV.B will vary depending upon project conditions and will be billed on an hourly basis at the Schedule of Fees rates described in Section III.A.1.
6. Expenses required to complete the agreed scope of services or identified in this paragraph III.A.6 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, except as otherwise explicitly described in the Task Order or Addendum for the specific assignment.

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 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 and/or any Task Order until CONSULTANT has been paid in full for all past due amounts for undisputed services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.
4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred and services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT, State, or their duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to the contract for a period of six years.

(Remainder of this page intentionally left blank)

SECTION IV - GENERAL

A. STANDARD OF CARE

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

B. CHANGE IN PROJECT SCOPE

In the event the CLIENT changes or is required to change the scope or duration of the project from that described in this Agreement or any Task Order or Addendum, 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 CLIENT may request an estimate of additional cost from the CONSULTANT, and upon receipt of the request, the CONSULTANT shall furnish such, prior to authorization of the changed scope of work.

C. INSURANCE

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

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

D. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of General Engineering Services or any Task Order or Addendum 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

1. Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including Reports, Plans and Specifications) for any reasonable use relative to the project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties.
2. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the project associated with any particular Task Order or Addendum 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.
3. Previously Created Works and Documents of CONSULTANT. Notwithstanding the foregoing, CONSULTANT retains title and interest in all of its standard details, plans, specifications and engineering computation documents ("Previously Created Works and Documents"), whether in written or electronic form, which have been incorporated into the deliverables and documents provided to CLIENT, but which were developed by CONSULTANT independent of this Agreement. CONSULTANT issues to CLIENT a royalty-free, nonexclusive and irrevocable license to use the Previously Created Works and Documents for the Project.

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 after written authorization to proceed is issued by CLIENT; or until the specified completion date for any subsequently issued Task Order or Addendum that falls after the end of that period; or such other expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of both parties.

J. TERMINATION

This Agreement, or any individual Task Order, may be terminated:

1. For cause, by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For termination by CONSULTANT, cause includes, but is not limited to, failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT's services for more than 120 days for reasons beyond CONSULTANT'S cause or control; or,
2. For convenience by CLIENT upon 7 days written notice to CONSULTANT.
3. The notice of termination shall identify the individual Task Order being terminated, or if the terminating party intends to terminate the entire Agreement the notice shall so state. This Termination process shall apply only to those elements expressly identified in the notice.
4. Notwithstanding the foregoing, this Agreement or the individual Task Order identified in the required notice of termination for cause will not terminate under this 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.
5. 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.
6. 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 the 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.

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 mediation using a neutral from the Minnesota District Court Rule 114 Roster, or if mutually agreed at time of dispute submittal, a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

S. MINNESOTA GOVERNMENT DATA PRACTICES ACT

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 by CLIENT for its reasonable expenses in complying with the request.

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.

SECTION V - SIGNATURES

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

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

CLIENT: _____

CONSULTANT: Bolton & Menk, Inc.



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



Wesley W. Brown, P.E., Principal Engineer

ATTACHMENTS: Sample Task Order Form

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

TASK ORDER NO: XXX

CLIENT: City of Worthington

CONSULTANT: Bolton & Menk, Inc.

DATE OF THIS TASK ORDER: Month xx, 20xx

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.

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 \$XX,XXX.XX without prior approval of CLIENT.

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 Month xx, 20xx.

4.0 Deliverables

Deliverables will be as follows or as set forth in the attached Scope.

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

[LIST ANY OTHER CONDITIONS OR CHANGES IN MASTER AGREEMENT THAT APPLY TO TASK ORDER, SUCH AS UPDATED FEE SCHEDULE, CHANGED INSURANCE REQUIREMENTS, ETC. IF NONE, STATE "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

Address

City, State, Zip

Office Phone: xxx-xxx-xxxx

Email: xxx@xxx

BOLTON & MENK, INC.

Name

Office Address

City, State, Zip

Office Phone: xxx-xxx-xxxx

Email: xxx@xxx

CLIENT:

BOLTON & MENK, INC.

By: _____

BY: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

ATTACHMENTS TO THIS TASK ORDER: List or, if none, state "NONE"

AMENDMENT III

AGREEMENT FOR PROFESSIONAL SERVICES

DUGDALE PROPERTY RESIDENTIAL DEVELOPMENT WORTHINGTON, MINNESOTA

WHEREAS, the CITY OF WORTHINGTON (hereinafter referred to as "OWNER"), and Bolton & Menk, Inc. (hereinafter referred to as "CONSULTANT") entered into an agreement on January 29, 2019 for engineering and other professional services (hereinafter referred to as "Master Agreement") and amendments thereto related to the Dugdale Property Residential Development.

AND, WHEREAS, the OWNER requires additional engineering services for the construction phase project work including construction contract administration and engineering, construction staking and resident project representation.

NOW, THEREFORE, the OWNER and CONSULTANT, for the consideration hereinafter named, agree to this Amendment III as follows:

1. All provisions of the Master Agreement shall apply to this Amendment III except as specifically modified herein.
2. The OWNER authorizes the CONSULTANT to provide the following construction phase engineering services:
 - a. CONSULTANT shall attend and assist with a preconstruction conference to be attended by OWNER'S representatives, contractors and any affected utility companies.
 - b. CONSULTANT shall review, for conformance with design concept only, any shop drawings required to be furnished by the contractor.
 - c. CONSULTANT shall consult with and advise the OWNER and act as the OWNER'S construction representative as provided in construction documents.
 - d. CONSULTANT shall make visits to the site at daily to observe the progress and quality of the executed work of the contractors and the crewmen, and determine, in general, if such work is proceeding in accordance with the contract documents.
 - e. CONSULTANT shall review the contractor's requests for partial payments. Such review shall be based upon the CONSULTANT'S on-site observations and such written documentation as may be available to the CONSULTANT at the time of review.
 - g. CONSULTANT shall assist the OWNER in preparing reimbursement requests and other project documentation as may be requested by the OWNER.
 - h. CONSULTANT shall assist the OWNER in coordinating on-site testing activities. It is understood that actual testing will be performed by a testing consultant's personnel, and the cost for such testing is not included as part of this agreement.
 - i. CONSULTANT shall conduct a final inspection of the project in the presence of the OWNER to determine, in general, conformance with contract document completion requirements and to assist in evaluation of final payment request for the contractor.

3. In addition to basic construction engineering services, the OWNER authorizes CONSULTANT to provide resident project representation (RPR) as described in Exhibit I to this Amendment.
 - a. CONSULTANT will assist in preparation of record drawings of utilities and other improvements based on information obtained during its observations and information provided by the OWNER and contractor. At the preference of the OWNER, revisions can be made either to the paper or CAD versions of the original plans.
4. OWNER authorizes CONSULTANT to provide construction staking and to furnish necessary equipment and supplies to establish grade and line stakes for contractor's guidance in construction of the project and in accordance with requirements of the contract documents. Construction surveying services are generally assumed to include the following:
 - a. Staking of right-of-way limits and approximate construction limits.
 - b. Staking of watermain, sanitary and storm sewer structures and centerline offsets at approximately 50 foot intervals.
 - c. Establishment of a grading control line, usually curb offset line, edge of pavement line and edge of trail at 50 foot spacing.
 - d. Rough cuts/fill stakes on centerline of roadway and along centerline of drainage ditches. It is anticipated that stakes will be established at top of finished sub base.
 - e. "Bluetop" finish grade stakes at top of finished base prior to placement of bituminous mat on roadway and trails.
 - f. Such miscellaneous staking as may be necessary for control of the construction, quantity control and measurements and completion of improvements.
5. Section III.A.2 is hereby revised to establish a new total cost for Basic Services, through final project completion and including construction phase services, to not exceed \$377,650.00.
 - a. Construction services shall be provided on an hourly basis in accordance with the rates described herein. Based upon anticipated scope and schedule, the estimated cost of construction phase services is \$196,000.00.
6. Services to be provided by CONSULTANT shall be limited to those related to construction as indicated in the approved construction plans and specifications issued at the time of bidding.

The Master Agreement for Professional Services, cited herein, and all amendments thereto are made a part of this Amendment as if directly attached hereto.

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

Dated this the _____ day of September, 2020.

OWNER – City of Worthington, Minnesota

CONSULTANT - Bolton & Menk, Inc.

Travis L. Winter

Travis L. Winter, P.E. Principal Engineer

September 8, 2020

Wesley W. Brown

Wesley W. Brown, P.E. Principal Engineer

September 8, 2020

EXHIBIT I

AMENDMENT III

RESIDENT PROJECT REPRESENTATIVE

The CONSULTANT will furnish a Resident Project Representative (RPR), assistants and other field staff to assist CONSULTANT in observing performance of the Work of the CONTRACTOR.

Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, CONSULTANT assists the OWNER in monitoring the progress and quality of the work; but, it is agreed that the furnishing of such services will not make CONSULTANT responsible for or give CONSULTANT control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR'S failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of CONSULTANT in the construction Contract Documents, and are further limited and described as follows:

A. GENERAL

RPR is CONSULTANT'S agent at the site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with CONSULTANT and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of CONSULTANT.

B. DUTIES AND RESPONSIBILITIES OF RPR

1. Schedules: Review the progress schedule, prepare a schedule of Shop Drawing submittals and review the schedule of values prepared by CONTRACTOR and consult with CONSULTANT concerning acceptability.
2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as CONSULTANT'S liaison with CONTRACTOR, working principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and assist CONSULTANT in serving as OWNER'S liaison with CONTRACTOR when CONTRACTOR'S operations affect OWNER'S on-site operations.
 - b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and samples.

- b. Receive samples which are furnished at the site by CONTRACTOR, and notify CONSULTANT of availability of samples for examination.
 - c. Advise CONSULTANT and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by CONSULTANT.
- 5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to assist CONSULTANT in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to CONSULTANT whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CONSULTANT of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to CONSULTANT appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to CONSULTANT.
- 6. Interpretation of Contract Documents: Report to CONSULTANT when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by CONSULTANT.
- 7. Modifications: Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to CONSULTANT. Transmit to CONTRACTOR decisions as issued by CONSULTANT.
- 8. Records:
 - a. Maintain orderly files for correspondence, reports or job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.
 - c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

9. Reports:

- a. Furnish CONSULTANT periodic reports as required of progress of the Work and of CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with CONSULTANT in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to CONSULTANT Change Orders, Work Directive Changes, and Field Orders.
- d. Report immediately to CONSULTANT and OWNER upon the occurrence of any accident.

10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to CONSULTANT for review and forwarding to OWNER prior to final payment for the Work.

12. Completion:

- a. Conduct final inspection in the company of CONSULTANT, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected.
- b. Observe that all items on final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.
- c. Assist in preparation of Record Drawings and provide copies of documentation requested by OWNER for occupation of the Project.

C. LIMITATIONS OF AUTHORITY

It is agreed that Resident Project Representative's responsibility and obligations do not include the following actions nor shall RPR be directed to or be empowered to:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by CONSULTANT.
2. Exceed limitations of CONSULTANT'S authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of CONTRACTOR, subcontractor or CONTRACTOR'S superintendent.

4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Authorize OWNER to occupy the Project in whole or in part.
8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by CONSULTANT.



Building a Better World
for All of Us®

September 21, 2020

RE: **Additional Services Proposal**
Professional Services Fee Proposal for
Proposed Field House Renovation
Worthington, MN
SEH No. P-WORTC 148836

Mr. Steve Robinson, PE
City Administrator
City of Worthington
303 9th Street
Worthington, MN 56187

Dear Mr. Robinson:

Thank you for the opportunity to submit this Proposal for Professional Design Services for the re-design of Phase-1 of the Field House Project and the addition of Phase-2 design services. Short Elliott Hendrickson Inc. (SEH) is pleased to present you with the following professional services fee proposal for the above referenced additional services. Our original agreement for the Field House Renovation Project, dated May 8, 2019 will be amended to incorporate the additional services and fees as listed below.

PROJECT UNDERSTANDING

The City of Worthington has decided to move forward with the Field House Renovation Project in two Phases. Phase-1 will include renovations to the existing 20,000 square foot pre-engineered steel building, located at 700 2nd Avenue, for re-use as a field house. Renovations will include recladding the exterior walls, updated mechanical and electrical systems and the addition of restrooms along with a new sanitary sewer service. Phase-2 will include an approximately 3,000 SF addition to house additional restrooms/locker rooms, meeting rooms, office space and a reception area along with the construction of a second level viewing mezzanine overlooking the turf field within the existing building. Also included in Phase-2 will be a new parking lot, entry drive and provisions for storm water management on the site.

SCOPE OF SERVICES

Phase-1 Field House Re-Design

SEH proposes to provide revisions to the previously completed Field House design documents to facilitate the two phased approach. Revision include the following items:

- Modifications to reduce the existing restroom layout
- Removal of the reception and office areas (to be included in phase-2)
- Modifications to mechanical and electrical design documents to accommodate revised plan layout
- Design of an enlarged second level viewing mezzanine
- Addition of an under-floor vapor mitigation system in the future playground/activities area
- Mechanical systems commissioning (required by the 2020 MN State Energy Code)
- Coordination with ongoing storm water piping rehabilitation project at the project site
- Coordination with City's environmental engineer regarding existing site contamination and incorporation of environmental documents into bidding and construction documents as an attachment

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-5196

SEH is 100% employee-owned | sehinc.com | 651.490.2000 | 800.325.2055 | 888.908.8166 fax

Phase-2 Field House Addition

SEH proposes to provide Schematic Design, Design Development, Construction Document, Bidding, Permitting, and Construction Administration services for the proposed Phase-2 Field House Addition project. Services are anticipated to be required from the following disciplines:

- Architecture
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Civil Engineering

Schematic Design

Identification and development of preliminary site and building layouts for the proposed building addition and site. This phase includes one design review meeting for feedback and refinement of generated work, as well as overall project team coordination and administration.

Tasks include the following:

- Coordination with local municipal, code, and utility entities
- Confirmation of local utility requirements and capacities
- Review of existing utility systems
- Building code analysis, including review meetings with local code officials as required
- Generation of preliminary site plan for grading and drainage, paving, utility and parking
- Generation of Preliminary Building Addition Floor Plan layout
- Generation of Preliminary Exterior Elevations of building addition
- Preliminary identification and recommendations of mechanical, plumbing, and electrical systems
- Provide design plans to City's environmental engineer for review and comment

Design Development

Continued generation of building addition and site design documents in accordance with design intent based on Owner's program. Included will be identification and selection of all major site and building systems, layouts, materials, and finishes. This phase includes one design review meeting for feedback and refinement of generated work. Also included is overall project team coordination and administration.

Deliverables include the following:

- Refinement of site design layouts with general notes for Site, Grading, Paving, and Utility Plans
- Floor and Ceiling Plan layouts
- Exterior Elevations and Roof Plans
- Building addition HVAC and Plumbing Plans
- Building addition Power, Lighting, Communication and Fire Alarm plans
- Provide design plans to City's environmental engineer for review and comment

Construction Documents

Generation of detailed architectural, structural, mechanical, electrical, and civil construction drawings and specifications. Construction document package will be prepared for submitting to governing authorities for plan and issuance of permits, and for issuance to contractors for construction pricing. Final documents will be consistent with Client requirements based on decisions and approvals made through the previous design phases of the project.

This phase includes one design review meeting for feedback and refinement of generated work, and at the completion of this phase an updated Project Estimate of Probable Cost will be generated. Also included is overall project team coordination and administration.

Deliverables include the following:

- Project manual including front end and Technical specifications.
- Building code analysis for code compliance review and approval by Authorities Having Jurisdiction (AHJ).

- Architectural building floor, ceiling and roof plans
- Exterior building elevations and associated details
- Interior elevations, finish schedules and details
- HVAC plans, details and schedules
- Plumbing plans, details and schedules
- Fire Protection performance specifications
- Power Plans and associated schedules and details
- Lighting Plans and associated schedules and details
- Communications Plans and associated schedules and details
- Electrical schedules and details
- Civil Site Plan, schedules, and associated details
- Grading and Drainage Plans and associated details
- Utility Plan and associated details as required
- Paving Plan and associated details
- Final Project Estimate of Probable Cost
- Provide design plans to City's environmental engineer for review and comment. Environmental information provided by the City's engineer will be incorporated into the project bidding and construction documents as an attachment
- Final construction drawings and specifications at 100% completion

Bidding Assistance

Preparation of bid documents for distribution to bidding contractors. Assistance will be provided to administer the public bid process for contractor selection and generation of construction contracts.

Activities include:

- Issuance of advertisement for Bids and distribution of bid documents to bidding contractors. Cost of advertisement and plan distribution will be invoiced to the Owner as a reimbursable expense
- Responding to bidder's questions, providing clarifications to bid documents, and issuance of addenda as needed
- Review of Request for Substitution submissions
- Attendance at bid opening and compiling contractor bids for review
- Bid evaluation and preparation of recommendations for contractor selection
- Preparation of draft contracts for construction with selected contractor

Permitting

Preparation of certified permit documents for submittal to appropriate governing authorities for approvals and issuance of site and building permits. Activities include:

- Submission of certified plans, specifications, calculations and forms to appropriate governing authorities. Plan review fees will be invoiced to the Owner as a reimbursable expense.
- Provision of written response to plan review comments in the securement of required permits. Issuance of addenda to adjust construction documents as required

Construction Administration

Provision of administration of the Contract between the Owner and the Contractor for the construction of the project. Activities include:

- Organizing and conducting Pre-Construction Meeting with the contractor
- Answering field questions and providing additional information to contractor as required during the course of construction
- Review and response to contractor-issued RFI's
- Review of shop drawings, product data and other submittals as designated by the contract documents
- Attendance of Architect at monthly construction meetings conducted by the contractor. Review and certification of monthly contractor pay requests
- Punchlist inspection and generation of punchlist report for issuance of Certificate of Substantial Completion

SERVICES NOT INCLUDED

(may not be all-inclusive)

1. Building and site redesign efforts conducted after the Schematic Design phase
2. Value engineering
3. Energy Modeling
4. Noise abatement/Acoustical studies
5. Environmental testing and engineering
6. Site surveying services
7. Geotechnical engineering
8. Permitting fees
9. Special Inspections
10. Furniture, fixtures and equipment (FFE) design and procurement
11. Building commissioning and project closeout activities
12. Additional site visits beyond those outlined in this Project Scope

SCHEDULE

The services provided in this proposal shall be performed as expeditiously as is consistent with the orderly progress of the Work. The project schedule shall include allowances for periods of time required for Owner reviews and for approval of submissions by Authorities Having Jurisdiction over the Project.

It is our understanding that the City would like the Phase-1 Redesign completed in the fall of 2020 with construction completion in the spring of 2021. Phase-2 design services will be completed in the winter of 2021 with construction beginning in the spring/summer of 2021.

PROJECT FEES

We propose to provide the professional services as defined in the Scope of Services above for an additional lump sum fee as listed below plus reimbursable expenses:

Phase-1 Re-Design Services.....	\$28,500
Phase -2 Building Addition.....	\$105,000

With the additional services and fees as noted above the total contract sum will be \$255,900 plus reimbursable expenses.

Reimbursable expenses including, but not limited to, travel, printing, shipping, permitting fees, and miscellaneous expenses will be billed in addition to the above fees. Reimbursable expenses are estimated at approximately 3-5% of proposed fees, exclusive of permitting fees.

ADDITIONAL SERVICES

Changes to the project scope of work as defined after the completion of the Schematic Design Phase shall be considered as additional services and billed in addition to the fees as quoted in this proposal. Additional Services can be identified either on a lump-sum basis or as an estimated fee at standard hourly rates.

We are prepared to begin providing the services outlined in this proposal upon receipt of a signed copy of this Proposal for Additional Services. If you have any questions related to the proposed services in this proposal, please feel free to contact me at 651/490-2031, or at bbergstrom@sehinc.com. Thank you again for this opportunity, and we look forward to working with you on this project.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Brian Bergstrom, AIA, NCARB
Principal | Project Manager

Accepted By:

Signature

Printed Name and Title

Entity

s:\uz\w\wortc\151154\1-gen\10-setup-cont\03-proposal\revised fees\worthington field house amendment proposal.docx

AMENDMENT I
AGREEMENT FOR PROFESSIONAL SERVICES

CHERRYWOOD ADDITION
WORTHINGTON, MINNESOTA

WHEREAS, the CITY OF WORTHINGTON (hereinafter referred to as "OWNER"), and Bolton & Menk, Inc. (hereinafter referred to as "CONSULTANT") entered into an agreement on June 8, 2020 for engineering and other professional services (hereinafter referred to as "Master Agreement") and amendments thereto related to the Cherrywood Addition Storm Sewer Project and the Intermediate School Watermain Extension Project.

AND, WHEREAS, the OWNER requires additional engineering services for the construction phase project work associated with the Cherrywood Addition Storm Sewer including construction contract administration and engineering, construction staking and resident project representation.

NOW, THEREFORE, the OWNER and CONSULTANT, for the consideration hereinafter named, agree to this Amendment I as follows:

1. All provisions of the Master Agreement shall apply to this Amendment I except as specifically modified herein.
2. The OWNER authorizes the CONSULTANT to provide the following construction phase engineering services:
 - a. CONSULTANT shall attend and assist with a preconstruction conference to be attended by OWNER'S representatives, contractors and any affected utility companies.
 - b. CONSULTANT shall review, for conformance with design concept only, any shop drawings required to be furnished by the contractor.
 - c. CONSULTANT shall consult with and advise the OWNER and act as the OWNER'S construction representative as provided in construction documents.
 - d. CONSULTANT shall make visits to the site at daily to observe the progress and quality of the executed work of the contractors and the crewmen, and determine, in general, if such work is proceeding in accordance with the contract documents.
 - e. CONSULTANT shall review the contractor's requests for partial payments. Such review shall be based upon the CONSULTANT'S on-site observations and such written documentation as may be available to the CONSULTANT at the time of review.
 - g. CONSULTANT shall assist the OWNER in preparing reimbursement requests and other project documentation as may be requested by the OWNER.
 - h. CONSULTANT shall assist the OWNER in coordinating on-site testing activities. It is understood that actual testing will be performed by a testing consultant's personnel, and the cost for such testing is not included as part of this agreement.
 - i. CONSULTANT shall conduct a final inspection of the project in the presence of the OWNER to determine, in general, conformance with contract document completion requirements and to assist in evaluation of final payment request for the contractor.

3. In addition to basic construction engineering services, the OWNER authorizes CONSULTANT to provide resident project representation (RPR) as described in Exhibit I to this Amendment.
 - a. CONSULTANT will assist in preparation of record drawings of utilities and other improvements based on information obtained during its observations and information provided by the OWNER and contractor. At the preference of the OWNER, revisions can be made either to the paper or CAD versions of the original plans.
4. OWNER authorizes CONSULTANT to provide construction staking and to furnish necessary equipment and supplies to establish grade and line stakes for contractor's guidance in construction of the project and in accordance with requirements of the contract documents. Construction surveying services are generally assumed to include the following:
 - a. Staking of right-of-way limits and approximate construction limits.
 - b. Staking of watermain, sanitary and storm sewer structures and centerline offsets at approximately 50 foot intervals.
 - c. Establishment of a grading control line, usually curb offset line, edge of pavement line and edge of trail at 50 foot spacing.
 - d. Rough cuts/fill stakes on centerline of roadway and along centerline of drainage ditches. It is anticipated that stakes will be established at top of finished sub base.
 - e. "Bluetop" finish grade stakes at top of finished base prior to placement of bituminous mat on roadway and trails.
 - f. Such miscellaneous staking as may be necessary for control of the construction, quantity control and measurements and completion of improvements.
5. Section III.A.1 is hereby revised to establish a new total cost for Basic Services, through final project completion and including construction phase services, to not exceed \$78,000.00.
 - a. Construction services shall be provided on an hourly basis in accordance with the rates described herein. Based upon anticipated scope and schedule, the estimated cost of construction phase services is \$25,000.00.
6. Services to be provided by CONSULTANT shall be limited to those related to construction as indicated in the approved construction plans and specifications issued at the time of bidding.

The Master Agreement for Professional Services, cited herein, and all amendments thereto are made a part of this Amendment as if directly attached hereto.

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

Dated this the ____ day of September, 2020.

OWNER – City of Worthington, Minnesota

CONSULTANT - Bolton & Menk, Inc.

Travis L. Winter

Travis L. Winter, P.E. Principal Engineer

September 8, 2020

Wesley W. Brown

Wesley W. Brown, P.E. Principal Engineer

September 8, 2020

EXHIBIT I

AMENDMENT I

RESIDENT PROJECT REPRESENTATIVE

The CONSULTANT will furnish a Resident Project Representative (RPR), assistants and other field staff to assist CONSULTANT in observing performance of the Work of the CONTRACTOR.

Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, CONSULTANT assists the OWNER in monitoring the progress and quality of the work; but, it is agreed that the furnishing of such services will not make CONSULTANT responsible for or give CONSULTANT control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR'S failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of CONSULTANT in the construction Contract Documents, and are further limited and described as follows:

A. GENERAL

RPR is CONSULTANT'S agent at the site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with CONSULTANT and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of CONSULTANT.

B. DUTIES AND RESPONSIBILITIES OF RPR

1. Schedules: Review the progress schedule, prepare a schedule of Shop Drawing submittals and review the schedule of values prepared by CONTRACTOR and consult with CONSULTANT concerning acceptability.
2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as CONSULTANT'S liaison with CONTRACTOR, working principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and assist CONSULTANT in serving as OWNER'S liaison with CONTRACTOR when CONTRACTOR'S operations affect OWNER'S on-site operations.
 - b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and samples.

- b. Receive samples which are furnished at the site by CONTRACTOR, and notify CONSULTANT of availability of samples for examination.
 - c. Advise CONSULTANT and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by CONSULTANT.
- 5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to assist CONSULTANT in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to CONSULTANT whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CONSULTANT of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to CONSULTANT appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to CONSULTANT.
- 6. Interpretation of Contract Documents: Report to CONSULTANT when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by CONSULTANT.
- 7. Modifications: Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to CONSULTANT. Transmit to CONTRACTOR decisions as issued by CONSULTANT.
- 8. Records:
 - a. Maintain orderly files for correspondence, reports or job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.
 - c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

9. Reports:

- a. Furnish CONSULTANT periodic reports as required of progress of the Work and of CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with CONSULTANT in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to CONSULTANT Change Orders, Work Directive Changes, and Field Orders.
- d. Report immediately to CONSULTANT and OWNER upon the occurrence of any accident.

10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to CONSULTANT for review and forwarding to OWNER prior to final payment for the Work.

12. Completion:

- a. Conduct final inspection in the company of CONSULTANT, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected.
- b. Observe that all items on final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.
- c. Assist in preparation of Record Drawings and provide copies of documentation requested by OWNER for occupation of the Project.

C. LIMITATIONS OF AUTHORITY

It is agreed that Resident Project Representative's responsibility and obligations do not include the following actions nor shall RPR be directed to or be empowered to:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by CONSULTANT.
2. Exceed limitations of CONSULTANT'S authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of CONTRACTOR, subcontractor or CONTRACTOR'S superintendent.

4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Authorize OWNER to occupy the Project in whole or in part.
8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by CONSULTANT.

PUBLIC SAFETY MEMO

DATE: SEPTEMBER 25, 2020

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

CASE ITEMS

1. CONSIDERATION OF EXECUTION OF A RANGE USE AGREEMENT BETWEEN THE CITY OF WORTHINGTON AND MN WEST COMMUNITY AND TECHNICAL COLLEGE.

The Worthington Police Department and MN West Community and Technical College have worked in partnership through the college law enforcement program since its inception. As part of that partnership, the college has conducted training at the WPD Pistol Range and utilized WPD personnel as adjunct instructors.

MN West has requested use of the WPD range for the next five school years (through 2025). A range use agreement has been drafted and is shown in *(Exhibit 1)*.

The agreement has been reviewed and approved by City Attorney's Office.

Staff is requesting Council action authorizing the Public Safety Director to sign the agreement.

MINNESOTA STATE COLLEGES AND UNIVERSITIES
MINNESOTA WEST COMMUNITY AND TECHNICAL COLLEGE
AND
CITY OF WORTHINGTON

RANGE USE AGREEMENT

THIS FACILITY USE AGREEMENT (“Agreement”) is, by and between the City of Worthington, a municipal corporation under the laws of the State of Minnesota (“City”), and Board of Trustees of the Minnesota State Colleges and Universities on behalf of MN West Community and Technical College (“User”); (collectively the “Parties”).

WITNESSETH:

WHEREAS, City is the owner of an outdoor firearms shooting range located at 28166 Palm Avenue, Worthington, Minnesota (the “Facility”); and

WHEREAS, the User desires to use the Facility on a periodic basis for firearms training purposes; and

WHEREAS, the City is willing to permit such use, subject to the terms, covenants, and conditions contained herein.

NOW, THEREFORE, IT IS AGREED by and between the Parties as follows:

1. **Grant of Use License and Description of Facility.** The User is hereby granted a nonexclusive, terminable use license to use the Facility on a periodic basis as provided herein.
2. **Fees.** There will be no fee for the use of the Facility.
3. **Term.** This Agreement shall be effective September 17 2020, or the date the final signature is obtained, whichever occurs later, and shall continue through July 31, 2025. Notwithstanding the foregoing, this Agreement shall terminate: (a) at the expiration of the term stated herein; (b) by either party upon Thirty (30) days’ written notice to the other party; or (c) at City's option, upon the failure of the User to comply with any material term or condition of this Agreement. Notwithstanding the preceding, it is understood and agreed that the City may terminate this Agreement with or without cause upon Thirty (30) days’ notice to User.
4. **Use of Facility and Scheduling.**
 - a. **Use.** Subject to the other terms and provisions contained herein, the User shall be permitted to use the Facility during the term hereof only for the specific purpose hereinabove stated; provided, however, that during the term of this Agreement, the User shall comply with all applicable laws, regulations, rules, conditions, and

covenants affecting the Facility, whether federal, state, local, or contractual.

- b. **Scheduling.** Each use of the Facility shall be scheduled with the Chief of Police of the City Police Department or his or her designated representative and shall be documented in writing on an official use log or schedule maintained by the Police Department. Notwithstanding this Agreement, no use of the Facility shall be allowed unless previously scheduled on the official log or schedule maintained by the City Police Department.
- c. **Access Key.** A key to access the Facility shall be provided on a per use basis and the same shall be returned by the User to the City Police Department within 24 hours of each use by the User. Following use of the Facility and prior to returning the access key to the City Police Department, the User shall secure and lock the Facility.
- d. **Conditions of Use.** The User shall be responsible for all activities incidental to its use of the Facility, including:
 - i. The User shall at all times during use of the Facility maintain the Facility in a good and safe condition.
 - ii. The User shall obtain all necessary licenses and/or permits from the State or County, as applicable.
 - iii. The City shall have no responsibility for any costs or expenses related to the use of the Facility by User, and the User hereby expressly assumes all responsibility for such costs and expense as well as assuming all risk associated therewith. The User hereby expressly waives and releases the City from any and all liability for claims related thereto.
 - iv. User shall not, and shall not permit the User Parties to, damage, misuse, or harm the Facility or any other City property. The City may pursue all remedies available at law or in equity for User's failure to comply with the terms and conditions of this Agreement.
 - v. The User shall not intentionally commit or allow to be committed any waste on, destruction of, or damage to, or nuisance on the Facility. Should the User intentionally commit or allow to be committed any waste on or destruction to the Facility, the User shall immediately restore the same to the original condition of the same at the inception of this Agreement or, alternatively, pay to the City the cost of restoring the same to the condition herein stated, payment to be made within 30 days from the date of written notice given by City to the User of the amount

of such costs.

- vi. The User shall keep the Facility in a neat and sanitary condition and keep the Facility free from refuse during use. On each use, User shall provide, or arrange for, clean-up of the Facility.

Notwithstanding any other provision contained in this Agreement, if at any time in the judgment of the City Administrator or the City Police Chief the use of the Facility by the User presents a hazard to the public, the City Administrator or Police Chief may take such action as he/she/they shall consider appropriate to render the use safe. The City Administrator or Police Chief may order the repairs of any damage caused by the User, or he/she/they may make the area unavailable for use, or he/she/they may take whatever other or different actions appear as appropriate, including but not limited to termination of this Agreement.

5. **City's Right of Entry.** The City, its employees, and its agents shall have the right to enter the Facility and all areas of the Facility at all times for all reasonable purposes, including, without limitation, enforcing all applicable laws, regulations rules and/or ordinances, keeping the peace, and inspecting, cleaning, repairing, altering, or improving the Facility. Nothing in this Agreement shall be interpreted as requiring the City to perform any such acts independent of the requirements of the other provisions of this Agreement.
6. **Assignment or Transfer of License.** User shall have no right to assign its interest in this Agreement without the prior written consent of City.
7. **Improvements and Alterations.** The User shall not be permitted to make any improvements or alterations to the Facility without the prior written consent of the City.
8. **Facility Ownership.** During the Term hereof, all incidents of ownership in the Facility, and all improvements thereto, shall remain with the City. The User shall have or gain no property interest in the Facility or the real property upon which the Facility is located by virtue of this Agreement.
9. **Other Conditions.** The City's grant of a nonexclusive, terminable use license, in addition to the other terms contained herein, is subject to the following conditions:
 - a. **Supervision of Facility During Use Required.** User shall supervise all persons using the Facility during use thereof and provide trained range monitors who are law enforcement officers or certified range safety officers qualified to organize, conduct, and supervise safe shooting activities at the Facility during those times of use by User. User shall ensure that one or two supervisory personnel or range monitors are present at all times the Facility is in use by User.

- b. **Rules of Use.** The User shall ensure compliance with the rules, attached hereto as Exhibit A, as the same may be amended from time to time by the City, during all times the Facility is in use by User.
- c. **Removal of Equipment, Tents and Other Property or Materials.** Equipment, tents and other personal property or materials placed by the User at the Facility for purposes of this Agreement shall be removed following each use of the Facility. The User shall clean up the Facility after each use of the Facility prior to departure therefrom.

10. **Insurance and Liability.**

- a. **Insurance.** The User shall, at its expense, maintain in effect commercial general liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. 3.736, subdv. 4, with limits currently not less than \$500,000.00 per person and \$1,500,000.00 per occurrence for bodily injury and property damage. The City of Worthington shall be an additional insured and the policies shall provide that User's coverage shall be primary and noncontributory in the event of a loss. The insurance policy and certificate shall not be canceled without ten (10) days prior written notice to the City Administrator of the City of Worthington. The insuring company or the User shall deliver to the City Clerk, certificates of all insurance required. If User fails to maintain a policy of insurance as required by the City for the term of this Agreement, the City may immediately terminate this Agreement and require the User to restore the Facility to its preexisting condition. The amounts of insurance coverage available to the City shall be the amounts stated herein or the amounts as stated in the User's insurance certificate, whichever is greater.
- b. **Waiver and Assumption of Risk.** User knows, understands and acknowledges the risks and hazards associated with using the Facility for the purposes permitted herein and the improvements thereon and hereby assumes any and all risks and hazards associated therewith. User understands and acknowledges that the Facility may require regular maintenance, repairs or other work. The City shall have no liability to the User or User's officials, employees, agents, representatives, participants, volunteers, guests and invitees for personal injury or damage to property, including motor vehicles, occurring at or about the Facility during any hours of use by User. The User further agrees to ensure that each of its officials, employees, agents, representatives, participants, volunteers, guests and invitees executes the Participant Risk Acknowledgment, Release, and Indemnity Agreement form attached hereto as Exhibit B prior to using the Facility, and to retain the original executed forms until such time as the same, or any of them, are requested by the City, at which time the User shall provide the requested form(s) to the City.

- c. **Liability.** Each party agrees that it 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 the other party and the results thereof. The USER's/ STATE's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes sections 3.732 and 3.736, et seq., and other applicable law.
11. **Condition of Facility.** User acknowledges that it has inspected the Facility and accepts the same in an "as is" condition. The City does not warrant that the Facility is suitable for the purposes for which they are permitted to be used under this Agreement. The City shall have no responsibility with regard to any failure of or damage to User's property while using the Facility.
12. **Default.** If the User fails to perform any of the provisions of this Agreement, this shall constitute default. Unless the User's default is excused by the City or cured by the User within 30 days of notice from the City, the City may, upon written notice, immediately cancel this Agreement or exercise any other rights or remedies available to the City under this Agreement or law.
13. **General Terms.**
- a. **Voluntary and Knowing Action.** The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
 - b. **Authorized Signatories.** The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
 - c. **Attorneys' Fees.** If any action at law or in equity shall be brought by City on account of any breach of this Agreement by User or for the recovery of the possession of the Licensed Facility, City shall be entitled to recover from User reasonable attorney's fees, if so ordered by the Court and may be made a part of any judgment or decree rendered.
 - d. **Recitals.** The recitals to this Agreement are made a part hereof and incorporated herein by reference.

- e. **Notices.** The parties' representatives for notification for all purposes are:

City:

Name: Troy Appel
 Position: Chief of Police
 Address: 1530 Airport Road, Suite 300
 Worthington, MN 56187
 Phone: 507-295-5400

User:

Name: Mike Cumiskey, or his successor
 Position: LE Coordinator/MN West
 Address: 1450 Collegeway
 Worthington, MN 56187
 Phone: 507-372-3469

All communications, demands, notices, or objections permitted or required to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its authorized agent or if deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, and addressed to the other party to this Agreement, to the address set forth above, or if to a party not a party to this Agreement, to the address designated by a party to this Agreement in the foregoing manner. Any party may change its address by giving notice in writing, stating its new address, to any other party as provided in the foregoing manner. Commencing on the 10th day after the giving of such notice, such newly designated address shall be such address for the purpose of all communications, demands, notices, or objections permitted or required to be given or served under this Agreement.

- f. **No Partnership, Joint Venture, or Fiduciary Relationship.** Nothing contained in this Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the User and City.
- g. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of the parties.
- h. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, the User and City agrees that the City, the State Auditor, Minn. State auditor or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to

and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the User and involve transactions relating to this Agreement. The User agrees to maintain these records for a period of six years from the date of termination of this Agreement.

- i. **Cumulative Rights.** Except as otherwise expressly stated herein, no right or remedy herein conferred on or reserved to the User or the City is intended to be exclusive of any other right or remedy hereby provided by law, but each shall be cumulative in, and in addition to, every other right or remedy given herein or hereafter existing at law, in equity, or by statute.
- j. **Compliance with Laws.** The User shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or otherwise.
- k. **Governing Law.** The laws of the State of Minnesota shall govern any interpretations or constructions of this Agreement without regard to its choice of law or conflict of laws principles.
- l. **Data Practices.** The parties acknowledge that data collected pertaining to this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.
- m. **No Waiver.** Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.
- n. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
- o. **Entire Agreement.** These terms and conditions constitute the entire agreement between the parties regarding the subject matter hereof superseding all prior agreements and understandings. All discussions and negotiations are deemed merged in this Agreement.

- p. **Headings and Captions.** Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
- q. **Survivability.** All indemnities, guarantees, releases, representations and warranties by any party or parties, and any undischarged obligations of User and City arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

APPROVED:

CITY OF WORTHINGTON, MINNESOTA

By: _____
Its: _____

Date: _____

**MINNESOTA STATE COLLEGES AND
UNIVERSITIES**
MN West Community and Technical College

By: _____
Its: _____

Date: _____

As to Form and Execution:

By: _____
Its: _____

Date: _____

EXHIBIT A**Worthington Police Department Range Rules**

1. Obey all orders of the User's supervisory personnel, the Users facility range monitors and City of Worthington personnel.
2. No unauthorized persons in the facility.
3. Firing only from directed location(s) and aimed fire only.
4. No person allowed beyond the firing line unless a "line is safe" command is given and permission has been authorized by the range master.
5. Only one shooter per shooting lane unless instructed to do so by the range master.
6. All firearms will be pointed in the direction of the firing line when unholstered, shouldered or otherwise readied for use in training.
7. All handguns will be holstered or cased when not on the firing range with the exception of cleaning.
8. Prior to weapon cleaning all weapons must be visually and manually cleared either on the firing line or in the safety chamber inside the range building.
9. There will be no trick shooting, fast drawing, hip shooting or any other unorthodox shooting platform with the exception of law enforcement personnel.
10. There will be no food, drinks or smoking permitted outside the range building and hands must be washed prior to ingestion of anything after the use of the range.
11. There will be approved eye and ear protection used by ALL individuals at the range facility unless inside the range building.
12. All shooters must be courteous, alert, respectful and mature at all times while in the facility.
13. No shooters will be allowed in the facility under the age of 18 without a parent accompanying them.
14. All users will clean up all portions of the range facility after each use prior to exiting the location.
15. All shooters are expected to use due care for all aspects of the facility and will clean up areas used.
16. There will be NO ALCOHOL use at the facility or prior to using the facility. Any alcoholic beverage consumption will result in immediate expulsion from the facility.
17. Worthington Police Dispatch will be notified prior to facility use and immediately upon completion of training.
18. Approved weapons only at the range, there will be no use of explosive materials (Tannerite, etc.)
19. All debris, including person garbage, shell casings and any other consumable items will be removed and discarded appropriately by users.
20. Worthington Police Department range master or instructors will be contacted about anything not addressed in these rules to get explicit permission to conduct any training outside normal police range training.

EXHIBIT B

Form Release of Liability and Assumption of Risk Agreement

PARTICIPANT RISK ACKNOWLEDGMENT, RELEASE AND INDEMNITY AGREEMENT

READ BEFORE SIGNING

I HAVE READ, UNDERSTAND, AGREE AND ACKNOWLEDGE THAT:

1. The "Program" to which this Agreement refers is a scheduled program of periodic shooting range activities at the City of Worthington ("City") Shooting Range Facility (the "Facility"), provided, supervised and managed by a sponsoring organization other than the City (the "User"), pursuant to a Facility Use Agreement between the City and the User, and as part of which, I, the undersigned (the "Participant"), am a participant in the Program.
2. I will abide by the rules and regulations imposed on me as a Participant in the Program. Failure to do so will result in my removal from the Program and Facility.
3. I understand that the Program involves firearm shooting activities at the Facility as part of the User's Program. I understand that there are risks and hazards inherent to these Program activities, and that as a result of these risks and hazards, I as Participant may suffer serious personal injury, even death, as well as property loss. I nevertheless freely and voluntarily assume these risks and hazards and accordingly my participation in the Program shall be entirely at my risk and the risk of the User.
4. In the event that I am injured while participating in the Program, the City is not responsible for and may secure medical advice and services for me. I shall be financially responsible for any such advice and services.

RELEASE AND INDEMNITY. In consideration of the permission granted to me to use the Facility and participate in the User's Program at the Facility, and for other good and valuable consideration, I hereby, for myself, my spouse (if any), my heirs, executors or administrators, and personal representatives:

1. Assume full responsibility for any personal injury or damage to my person or property that may occur, directly or indirectly, while participating in the User's Program;
2. Fully and forever release and discharge the City, its officers, employees, agents, and elected officials, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of my participation in the User's Program;
3. Agree to indemnify and hold harmless the City, its officers, employees, agents, and elected officials, for any acts or conduct by me of whatever kind or nature whatsoever, while participating in the User's Program;
4. Agree that it is my intent that this PARTICIPANT RISK ACKNOWLEDGMENT, RELEASE, AND INDEMNITY AGREEMENT be in full force and effect at any time after the execution hereof; and
5. Understand that this Agreement does not waive the City's liability for injuries or damage resulting from the negligence or intentional misconduct of the City or any person acting on behalf of the City.

Participant Signature: _____ **Printed Name:** _____

Date _____

Full Address: _____

If the Participant is under the age of 18:

I, the undersigned, have read this PARTICIPANT RISK ACKNOWLEDGMENT, RELEASE, AND INDEMNITY AGREEMENT and understand all of its terms. I agree that my Child/Ward may participate in the User's Program under the conditions listed above, and agree to be bound by the terms and conditions set forth herein. I execute this Agreement voluntarily and with full knowledge of its significance.

FURTHERMORE, in consideration of the permission granted to my Child/Ward by the City to use the Facility as a participant in the User's Program, I hereby release the City, its officers, employees, agents, and elected officials, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of my Child/Ward's participation in the User's Program.

Guardian Signature: _____ **Printed Name:** _____
 (Sign if participant is under 18)

Date _____

Full Address if different from above: _____

PUBLIC WORKS MEMO

DATE: SEPTEMBER 23, 2020

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEM REQUIRING CITY COUNCIL ACTION OR REVIEW

CASE ITEM

1. APPROVE TRAFFIC STUDY

At their August 25, 2020 meeting, the Traffic and Safety Committee reviewed a request for crosswalks at the trail intersections on Lake Avenue. These residents have noticed some near misses between cars and pedestrians crossing Lake Avenue. These residents strongly feel that crosswalks located at these street crossings would greatly improve the safety of pedestrians crossing the street. The Minnesota Manual of Uniform Traffic Control Devices recommends that a traffic study be completed before a marked crosswalk is installed at a location away from a controlled crossing. A controlled crossing is a street crossing with a Traffic Signal, Stop or Yield sign.

The Traffic and Safety Committee unanimously approved a motion to have a traffic study done on all eight-street crossings between Centennial Park and Second Avenue. Staff requested a proposal from Bolton and Menk (*Exhibit 1*), to complete this traffic study. Bolton and Menk's scope of services will include:

- Management/ Coordination
- Documenting existing conditions
- Determine crossing locations and needs
- Analyze the information
- Make recommendations

The proposed fee for Bolton and Menk's traffic study is \$8,000.00 Also included in your packet is a map of where the eight crossings are located.

Council action is requested to order the proposed traffic study to determine if crosswalks should be painted on Lake Avenue.



Real People. Real Solutions.

GREEN

12224 Nicollet Avenue
Burnsville, MN 55337-1649

Ph: (952) 890-0509
Fax: (952) 890-8065
Bolton-Menk.com

September 11, 2020

RE: Lake Street Pedestrian Crossings Review
Worthington, MN

Bolton & Menk, Inc. is pleased to submit the following proposal to provide pedestrian crossing review for the pedestrian crossing locations on Lake Street, from South Shore Drive to Ninth Avenue, in Worthington, MN as shown on the attached map.

PROJECT APPROACH

You can be assured the Bolton & Menk, Inc. team will provide outstanding technical and innovative concepts for the intersection traffic study countermeasures in a timely and cost-effective manner.

In order to ensure a positive project result that meets City's requirements, we have developed a project approach that is rooted in two primary goals:

- + Provide appropriate solutions focused on Worthington's Pedestrian Safety needs.
- + Develop economically feasible solutions

The following provides the details regarding our approach to how the Lake Street Pedestrian Crossings Review will be achieved. This approach reflects the best practices in determining the location and treatment of uncontrolled pedestrian crossings.

SCOPE OF SERVICES

TASK 1: MANAGEMENT / COORDINATION

Upon approval of contract, our staff will proceed work on the project. This task includes the monitoring of budget and schedule to meet the City of Worthington's needs of the project. Meetings and internal coordination are included in the task. One call is anticipated with the City of Worthington city staff to review the recommended traffic control treatments before finalizing them in the technical memorandum.

Deliverables:

- + Pedestrian crossings traffic control recommendations review meeting (prior to finalizing recommendations)

TASK 2: EXISTING CONDITIONS

Bolton & Menk team will obtain the data of the existing conditions of the eight Lake Street crossing sites with the City of Worthington providing some information. An evaluation of each crossing location evaluation will be prepared for each crossing location. Data to be collected by Bolton & Menk includes:

- + Geometric layout of the crossing locations including the number of roadway lanes, width of the road, roadway alignment, existing signing/stripping present, ADA features, lighting, existing transit stops, stopping sight distance/visual clearance of crossing, on-street parking.
- + Available AADT and Crash History information from MnDOT, City, or County or other sources.

City provided information:

- + Information of proposed infrastructure changes at or near the crossing locations

Deliverables:

- + Existing conditions information to be documented in the technical memorandum

TASK 3: DETERMINE CROSSING LOCATIONS AND NEED

This task includes determine the number of pedestrian crossings needed along Lake Street. Each of the eight locations identified will be assessed for need to determine if all eight are needed or if another crossing location would be more appropriate.

Tasks to be collected by Bolton & Menk include:

- + Screen the Network for High-Crash or High-Risk Locations using a Systemic Analysis Approach
 - o Many areas may have low pedestrian crash rates, but still have a high risk for pedestrian crashes. We will identify these sites based on roadway characteristics combined with land use features of the area. Factors such as inadequate roadway design and traffic control devices, lighting conditions, limited sight distances, and nearby pedestrian destinations will be assessed.
- + Best practices in recommendations for desired distances between marked crossings will also be investigated to help determine priority crossing locations

Deliverables:

- + Map identifying the priority crossing locations for Lake Street from South Shore Drive to Ninth Avenue

TASK 4: ANALYSIS AND IDENTIFICATION OF POTENTIAL TREATMENTS

Bolton & Menk team will use the existing conditions data collected along with the data collected from MnDOT, the City or County to determine the appropriate treatment for the priority pedestrian crossings identified in Task 3.

The table of pedestrian crash countermeasures by roadway feature from the *FHWA Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations* and other recognized reference material such as the Manual on Uniform Traffic Control Devices (MUTCD) and the MnDOT Traffic Engineering Manual will be used to evaluate the proposed crossing treatment options.

Deliverables:

- + Recommendations will be provided for signing, striping, or other treatment at priority crosswalk locations identified
- + Proposed traffic control treatments for review with City staff

TASK 5: RECOMMENDATIONS

The Bolton & Menk team will create recommendations based on the traffic control treatments reviewed with the city.

- + Provide recommendations for traffic control treatments
- + Prepare a technical memorandum with appendices and supporting documentation as needed.

Deliverables:

- + Technical memorandum with recommendations, map of priority locations, and supporting documentation

SCHEDULE

The following project schedule is based on a notice to proceed during the by end of September 2020

Existing Conditions Data Collection	Beginning October 2020
Traffic Control Analysis	Mid-October 2020
Identification of Proposed Traffic Control (meeting with City of Worthington following completion)	Early November 2020
Technical Memorandum with recommendations	Mid-November 2020

FEE AND TERMS OF PROPOSAL**COMPENSATION**

Task No.	Work Task Description	Total Cost
1.0	Project Management	\$965
2.0	Existing Conditions	\$1,690
3.0	Determine Crossing Location and Need	\$1,880
4.0	Analysis and Identification of Potential Treatments	\$1,005
5.0	Recommendations	\$2,460
Total Fee		\$8,000

This scope of work will be completed and invoiced monthly at Standard Hourly Rates with an hourly not to exceed estimated fee of \$8,000 unless prior approval is received. Any changes to the scope initiated by the Owner after initial submittal to the City may require an additional fee. This proposal is subject to the attached "Terms of Proposal".

We appreciate this opportunity and look forward to showcasing our capabilities.

Sincerely,

BOLTON & MENK, INC.

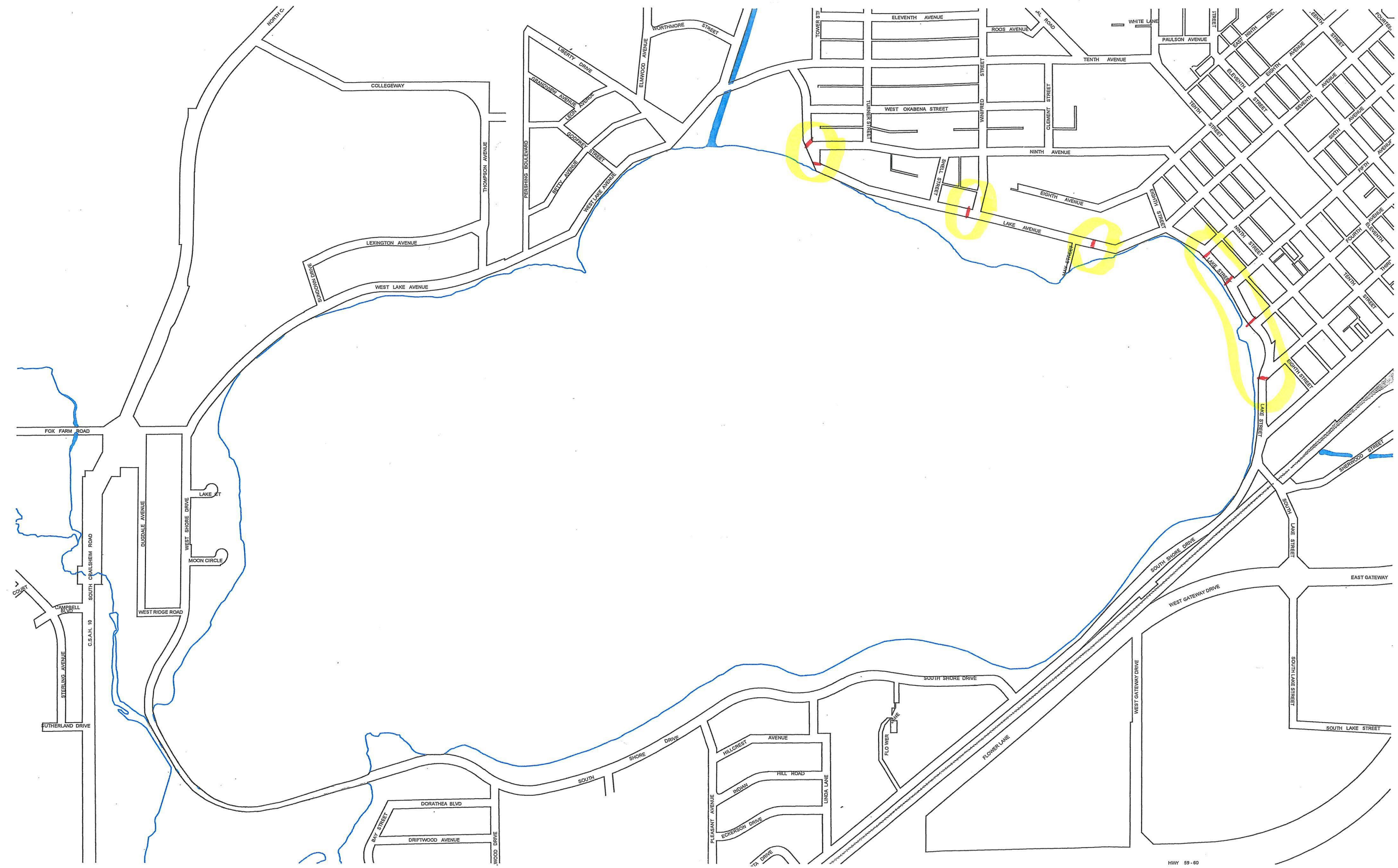


Jennifer L. McCoy, PE, PTOE

Project Manager

Accepted: _____

Date: _____



HWY 59-60

PACKET: 03664 PAYROLL 9/18/20 - 9
VENDOR SET: 01 CITY OF WORTHINGTON
BANK: 1 WELLS FARGO-CITY

*** DRAFT/OTHER LISTING ***

VENDOR	I.D.	NAME	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
D00173		DEFERRED COMP- MINNESOTA STATE D		9/23/2020			001255	7,464.97
E00088		EFTPS	D	9/23/2020			001256	55,672.19
M00309		MINNESOTA STATE RETIREMENT SYSTD		9/23/2020			001257	2,155.00
O00021		OPTUM HEALTH FINANCIAL	D	9/23/2020			001258	4,873.14
P00039		PUBLIC EMPLOYEES RETIREMENT ASSD		9/23/2020			001259	48,874.26
S00202		STATE OF MINNESOTA DEPT OF REVED		9/23/2020			001260	11,241.65

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	6	0.00	130,281.21	130,281.21
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	6	0.00	130,281.21	130,281.21

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
A & B BUSINESS SOLUTIONS	9/18/20	SERVICE CONTRACT RICHO/MPC	GENERAL FUND	ENGINEERING ADMIN	92.01
	9/18/20	SERVICE CONTRACT RICHO/MPC	GENERAL FUND	ECONOMIC DEVELOPMENT	92.01_
				TOTAL:	184.02
ARNOLD MOTOR SUPPLY LLP	9/18/20	CLEANER	ELECTRIC	O-DISTR MISC	4.58
	9/18/20	BLADE	ELECTRIC	O-DISTR MISC	12.18
	9/18/20	WASHER FLUID	ELECTRIC	O-DISTR MISC	14.94_
				TOTAL:	31.70
BUFFALO RIDGE CONCRETE INC	9/18/20	CONCRETE FOR LIGHT POLES	ELECTRIC	FA DISTR ST LITE & SIG	645.00_
				TOTAL:	645.00
C&B OPERATIONS LLC	9/18/20	2020-2021 TRACTOR RENTAL	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	1,500.00_
				TOTAL:	1,500.00
C&S CHEMICALS INC	9/18/20	4440 GALLONS OF ALUM	MUNICIPAL WASTEWAT	O-PURIFY MISC	5,172.60_
				TOTAL:	5,172.60
CEMSTONE CONCRETE MATERIALS LLC	9/18/20	AIR ENTRAINMENT ADMIXTURE	GENERAL FUND	PAVED STREETS	713.00_
				TOTAL:	713.00
COOPERATIVE ENERGY CO- ACCT # 5910807	9/18/20	OIL	GENERAL FUND	PAVED STREETS	86.00_
				TOTAL:	86.00
COOPERATIVE ENERGY CO- ACCT# 05412019	9/18/20	HYDRAULIC OIL	WATER	O-DIST UNDERGRND LINES	52.65_
				TOTAL:	52.65
DAKOTA SUPPLY GROUP INC	9/18/20	DISTRIB. MAIN/SERVICE LINE WATER		O-DIST UNDERGRND LINES	1,202.35
	9/18/20	DISTRIB. MAIN/SERVICE LINE WATER		M-TRANS MAINS	2,014.89_
				TOTAL:	3,217.24
DANS ELECTRIC INC	9/18/20	OLSON SITES ELECTRIC	RECREATION	OLSON PARK CAMPGROUND	70.00
	9/18/20	OLSON SITES ELECTRIC	RECREATION	OLSON PARK CAMPGROUND	37.21_
				TOTAL:	107.21
ECHO GROUP INC	9/18/20	CABLE TIES	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	46.04
	9/18/20	CABLE TIES	ELECTRIC	M-DISTR ST LITE & SIG	34.85
	9/18/20	FUSE FOR STREET LIGHT REPA	ELECTRIC	M-DISTR ST LITE & SIG	76.46
	9/18/20	SUPPLIES FOR STREET LIGHT	ELECTRIC	M-DISTR ST LITE & SIG	37.53_
				TOTAL:	194.88
EMPIRE PIPE SERVICES	9/18/20	SAN SEWER INSPECTION	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	9,165.46_
				TOTAL:	9,165.46
FERGUSON WATERWORKS INC #2516	9/18/20	SERVICE LINE REPAIRS	WATER	O-DIST UNDERGRND LINES	66.59
	9/18/20	SERVICE LINE REPAIRS	WATER	O-DIST UNDERGRND LINES	22.56_
				TOTAL:	89.15
HACH COMPANY	9/18/20	LAB CHEMICALS	WATER	O-PURIFY MISC	513.80_
				TOTAL:	513.80
HOPE HAVEN INC	9/18/20	CLEANING-AUGUST	GENERAL FUND	CENTER FOR ACTIVE LIVI	206.35_
				TOTAL:	206.35
INTL UNION LOCAL #49	9/18/20	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	90.04
	9/18/20	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	72.52

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	9/18/20	UNION DUES	RECREATION	NON-DEPARTMENTAL	83.56
	9/18/20	UNION DUES	RECREATION	NON-DEPARTMENTAL	75.05
	9/18/20	UNION DUES	ECONOMIC DEV AUTHO	NON-DEPARTMENTAL	2.02
	9/18/20	UNION DUES	ECONOMIC DEV AUTHO	NON-DEPARTMENTAL	5.90
	9/18/20	UNION DUES	IMPROVEMENT CONST	NON-DEPARTMENTAL	17.45
	9/18/20	UNION DUES	IMPROVEMENT CONST	NON-DEPARTMENTAL	7.47
	9/18/20	UNION DUES	WATER	NON-DEPARTMENTAL	82.70
	9/18/20	UNION DUES	WATER	NON-DEPARTMENTAL	85.95
	9/18/20	UNION DUES	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	118.63
	9/18/20	UNION DUES	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	121.56
	9/18/20	UNION DUES	INDUSTRIAL WASTEWA	NON-DEPARTMENTAL	0.43
	9/18/20	UNION DUES	STORM WATER MANAGE	NON-DEPARTMENTAL	7.67
	9/18/20	UNION DUES	STORM WATER MANAGE	NON-DEPARTMENTAL	34.05_
				TOTAL:	805.00
ITRON INC	9/18/20	QUARTERLY SYSTEM SUPPORT	WATER	O-DISTR METERS	729.16_
				TOTAL:	729.16
JAVENS MECHANICAL CONTRACTING CO	9/18/20	RPZ TEST	GENERAL FUND	FIRE ADMINISTRATION	105.00_
				TOTAL:	105.00
JERRY'S AUTO SUPPLY OF WORTHINGTON INC	9/18/20	#329 HYDRAULIC PARTS	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	7.80_
				TOTAL:	7.80
JOHNSTON AUTOSTORES	9/18/20	#504 BATTERY	RECREATION	PARK AREAS	124.19_
				TOTAL:	124.19
LAW ENF LABOR SERV INC #4	9/18/20	UNION DUES LICENSED	GENERAL FUND	NON-DEPARTMENTAL	496.00
	9/18/20	UNION DUES LICENSED	GENERAL FUND	NON-DEPARTMENTAL	496.00
	9/18/20	UNION DUES NON-LICENSED	GENERAL FUND	NON-DEPARTMENTAL	134.15
	9/18/20	UNION DUES NON-LICENSED	GENERAL FUND	NON-DEPARTMENTAL	134.15_
				TOTAL:	1,260.30
LOCATORS & SUPPLIES INC	9/18/20	GLOVES	ELECTRIC	O-DISTR MISC	132.16
	9/18/20	GLOVES	ELECTRIC	O-DISTR MISC	68.85_
				TOTAL:	201.01
MARTHALER CHEVROLET OF WORTHINGTON	9/18/20	#301 OIL CHANGE	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	27.50
	9/18/20	#301 OIL CHANGE	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	24.18
	9/18/20	#304 OIL CHANGE	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	27.50
	9/18/20	#304 OIL CHANGE	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	24.18_
				TOTAL:	103.36
MINNESOTA BENEFIT ASSOCIATION	9/18/20	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	3.47
	9/18/20	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	5.98
	9/18/20	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	42.55
	9/18/20	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	46.26
	9/18/20	INSURANCE	GENERAL FUND	PAVED STREETS	123.25
	9/18/20	INSURANCE	GENERAL FUND	PUBLIC WORK SHOP	42.29
	9/18/20	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	38.37
	9/18/20	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	35.86
	9/18/20	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	19.47
	9/18/20	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	15.76
	9/18/20	INSURANCE	RECREATION	SOCCER COMPLEX	0.01
	9/18/20	INSURANCE	RECREATION	PARK AREAS	3.63
	9/18/20	MN BENEFITS	WATER	NON-DEPARTMENTAL	4.79

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	9/18/20	MN BENEFITS	WATER	NON-DEPARTMENTAL	4.79
	9/18/20	INSURANCE	WATER	GENERAL ADMIN	32.98
	9/18/20	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	100.75
	9/18/20	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	100.75
	9/18/20	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	127.46
	9/18/20	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	127.46
	9/18/20	INSURANCE	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	0.01
	9/18/20	INSURANCE	MUNICIPAL WASTEWAT	GENERAL ADMIN	26.38
	9/18/20	MN BENEFITS	ELECTRIC	NON-DEPARTMENTAL	37.22
	9/18/20	MN BENEFITS	ELECTRIC	NON-DEPARTMENTAL	37.22
	9/18/20	INSURANCE	ELECTRIC	O-SOURCE SUPER & ENG	9.76
	9/18/20	INSURANCE	ELECTRIC	O-DISTR SUPER & ENG	175.66
	9/18/20	INSURANCE	ELECTRIC	M-SOURCE SUPER & ENF	9.76
	9/18/20	INSURANCE	ELECTRIC	GENERAL ADMIN	160.48
	9/18/20	INSURANCE	STORM WATER MANAGE	STORM DRAINAGE	19.33
	9/18/20	MN BENEFITS	LIQUOR	NON-DEPARTMENTAL	21.51
	9/18/20	MN BENEFITS	LIQUOR	NON-DEPARTMENTAL	21.51
	9/18/20	INSURANCE	AIRPORT	O-GEN MISC	4.84
				TOTAL:	1,399.56
MINNESOTA CHILD SUPPORT PAYMENT CTR	9/18/20	GARNISHMENT	GENERAL FUND	NON-DEPARTMENTAL	39.22
	9/18/20	SUPPORT ORDER	GENERAL FUND	NON-DEPARTMENTAL	46.31
	9/18/20	SUPPORT ORDER	STORM WATER MANAGE	NON-DEPARTMENTAL	73.21
				TOTAL:	158.74
MINNESOTA DEPARTMENT OF COMMERCE	9/18/20	FY 2021 INDIRECT ASSMT-2ND	ELECTRIC	REGULATORY COMM	1,624.07
	9/18/20	FY 2021 INDIRECT ASSMT-2ND	ELECTRIC	ACCTS-ASSISTANCE	1,977.23
				TOTAL:	3,601.30
MINNESOTA ENERGY RESOURCES CORP	9/18/20	GAS SERVICE	RECREATION	PARK AREAS	45.30
	9/18/20	GAS SERVICE	WATER	O-PURIFY MISC	21.44
	9/18/20	GAS SERVICE	WATER	O-DISTR MISC	30.98
	9/18/20	GAS SERVICE	WATER	O-DISTR MISC	16.34
	9/18/20	GAS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	16.34
	9/18/20	GAS SERVICE	ELECTRIC	O-DISTR MISC	30.98
	9/18/20	GAS SERVICE	ELECTRIC	O-DISTR MISC	16.35
				TOTAL:	177.73
MINNESOTA VALLEY TESTING LABS INC	9/18/20	3RD QTR LL MERCURY TESTING	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	378.00
				TOTAL:	378.00
MISCELLANEOUS V HULSTEIN EXCAVATING	9/18/20	REFUND OF CREDITS-ACCT FIN	WATER	NON-DEPARTMENTAL	10.30
AGUER DENG	9/18/20	REFUND OF CREDITS-ACCT FIN	ELECTRIC	NON-DEPARTMENTAL	91.20
BAKUONY WILLIAM DENG	9/18/20	REFUND OF CREDITS-ACCT FIN	ELECTRIC	NON-DEPARTMENTAL	61.54
BERGER JULIA	9/18/20	REFUND OF CREDITS-ACCT FIN	ELECTRIC	NON-DEPARTMENTAL	2.91
FUENTES ANGEL HERIBERT	9/18/20	REFUND OF CREDITS-ACCT FIN	ELECTRIC	NON-DEPARTMENTAL	60.28
LICEA MONICA	9/18/20	REFUND OF DEPOSIT-ACCT FIN	ELECTRIC	NON-DEPARTMENTAL	60.60
MAKUACH DANIEL	9/18/20	REFUND OF CREDITS-ACCT FIN	ELECTRIC	NON-DEPARTMENTAL	65.02
MARTIN MORALES ROGELIO	9/18/20	REFUND OF CREDITS-ACCT FIN	ELECTRIC	NON-DEPARTMENTAL	107.42
MONTAGNE JAMES	9/18/20	REFUND OF DEPOSIT-ACCT FIN	ELECTRIC	NON-DEPARTMENTAL	1.51
SAY KENNEDY	9/18/20	REFUND OF DEPOSIT-ACCT FIN	ELECTRIC	NON-DEPARTMENTAL	64.67
ECKERSON JUDY	9/18/20	CUSTOMER REBATE PROGRAM	ELECTRIC	CUSTOMER INSTALL EXPEN	25.00
EKTANITPONG LADDA	9/18/20	CUSTOMER REBATE PROGRAM	ELECTRIC	CUSTOMER INSTALL EXPEN	25.00
KLASSEN BRAD	9/18/20	CUSTOMER REBATE PROGRAM	ELECTRIC	CUSTOMER INSTALL EXPEN	16.50
NAGEL CARL	9/18/20	CUSTOMER REBATE PROGRAM	ELECTRIC	CUSTOMER INSTALL EXPEN	350.00
SEIFERT MARC	9/18/20	CUSTOMER REBATE PROGRAM	ELECTRIC	CUSTOMER INSTALL EXPEN	25.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
LICEA MONICA	9/18/20	REFUND OF DEPOSIT-ACCT FIN ELECTRIC		ACCTS-RECORDS & COLLEC	1.92
MONTAGNE JAMES	9/18/20	REFUND OF DEPOSIT-ACCT FIN ELECTRIC		ACCTS-RECORDS & COLLEC	0.97
SAY KENNEDY	9/18/20	REFUND OF DEPOSIT-ACCT FIN ELECTRIC		ACCTS-RECORDS & COLLEC	0.96
BERGER JULIA	9/18/20	REFUND OF CREDITS-ACCT FIN GARBAGE COLLECTION		NON-DEPARTMENTAL	64.42
GRAF LOIS	9/18/20	REFUND OF CREDITS-ACCT FIN GARBAGE COLLECTION		NON-DEPARTMENTAL	297.57
STUBBE KRISTINE	9/18/20	REFUND OF CREDITS-ACCT FIN GARBAGE COLLECTION		NON-DEPARTMENTAL	25.62_
				TOTAL:	1,358.41
NCPCERS GROUP LIFE INS	9/18/20	LIFE INS	GENERAL FUND	NON-DEPARTMENTAL	145.50
	9/18/20	LIFE INS	GENERAL FUND	NON-DEPARTMENTAL	147.43
	9/18/20	LIFE INS	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	8.00
	9/18/20	LIFE INS	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	8.00
	9/18/20	LIFE INS	RECREATION	NON-DEPARTMENTAL	32.00
	9/18/20	LIFE INS	RECREATION	NON-DEPARTMENTAL	28.99
	9/18/20	LIFE INS	ECONOMIC DEV AUTHO	INVALID DEPARTMENT	0.10
	9/18/20	LIFE INS	PIR/TRUNKS	NON-DEPARTMENTAL	3.60
	9/18/20	LIFE INS	PIR/TRUNKS	NON-DEPARTMENTAL	3.60
	9/18/20	LIFE INS	IMPROVEMENT CONST	NON-DEPARTMENTAL	2.05
	9/18/20	LIFE INS	IMPROVEMENT CONST	NON-DEPARTMENTAL	1.70
	9/18/20	LIFE INS	WATER	NON-DEPARTMENTAL	24.61
	9/18/20	LIFE INS	WATER	NON-DEPARTMENTAL	25.29
	9/18/20	LIFE INS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	26.16
	9/18/20	LIFE INS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	26.32
	9/18/20	LIFE INS	ELECTRIC	NON-DEPARTMENTAL	36.04
	9/18/20	LIFE INS	ELECTRIC	NON-DEPARTMENTAL	35.83
	9/18/20	LIFE INS	STORM WATER MANAGE	NON-DEPARTMENTAL	1.94
	9/18/20	LIFE INS	STORM WATER MANAGE	NON-DEPARTMENTAL	2.74
	9/18/20	LIFE INS	LIQUOR	NON-DEPARTMENTAL	32.00
	9/18/20	LIFE INS	LIQUOR	NON-DEPARTMENTAL	32.00
	9/18/20	LIFE INS	AIRPORT	NON-DEPARTMENTAL	0.10
	9/18/20	LIFE INS	DATA PROCESSING	NON-DEPARTMENTAL	16.00
	9/18/20	LIFE INS	DATA PROCESSING	NON-DEPARTMENTAL	16.00_
				TOTAL:	656.00
NOBLES COOPERATIVE ELECTRIC	9/18/20	ELECTRIC SERVICE	GENERAL FUND	SECURITY CENTER	7.89
	9/18/20	ELECTRIC SERVICE	GENERAL FUND	SECURITY CENTER	7.89
	9/18/20	ELECTRIC SERVICE	GENERAL FUND	SIGNS AND SIGNALS	100.00
	9/18/20	ELECTRIC SERVICE	GENERAL FUND	SIGNS AND SIGNALS	16.03
	9/18/20	ELECTRIC SERVICE	GENERAL FUND	SIGNS AND SIGNALS	15.00
	9/18/20	ELECTRIC SERVICE	RECREATION	GOLF COURSE-GREEN	91.72
	9/18/20	ELECTRIC SERVICE	WATER	O-PUMPING	15.00
	9/18/20	ELECTRIC SERVICE	WATER	O-PUMPING	15.00
	9/18/20	ELECTRIC SERVICE	AIRPORT	O-GEN MISC	37.84_
				TOTAL:	306.37
MMN PEIP	9/18/20	HEALTH INS PREMIUM	GENERAL FUND	NON-DEPARTMENTAL	7,240.10
	9/18/20	HEALTH INS PREMIUM	GENERAL FUND	NON-DEPARTMENTAL	7,205.82
	9/18/20	INSURANCE-SEPT FOR OCTOBER	GENERAL FUND	NON-DEPARTMENTAL	611.16
	9/18/20	HEALTH INS PREM	GENERAL FUND	MAYOR AND COUNCIL	322.01
	9/18/20	HEALTH INS PREM	GENERAL FUND	MAYOR AND COUNCIL	322.01
	9/18/20	HEALTH INS PREM	GENERAL FUND	ADMINISTRATION	752.22
	9/18/20	HEALTH INS PREM	GENERAL FUND	ADMINISTRATION	752.22
	9/18/20	HEALTH INS PREM	GENERAL FUND	CLERK'S OFFICE	601.10
	9/18/20	HEALTH INS PREM	GENERAL FUND	CLERK'S OFFICE	601.10
	9/18/20	HEALTH INS PREM	GENERAL FUND	ACCOUNTING	961.76
	9/18/20	HEALTH INS PREM	GENERAL FUND	ACCOUNTING	961.76

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	9/18/20	HEALTH INS PREM	GENERAL FUND	ENGINEERING ADMIN	821.48
	9/18/20	HEALTH INS PREM	GENERAL FUND	ENGINEERING ADMIN	838.36
	9/18/20	HEALTH INS PREM	GENERAL FUND	ECONOMIC DEVELOPMENT	1,533.84
	9/18/20	HEALTH INS PREM	GENERAL FUND	ECONOMIC DEVELOPMENT	1,533.84
	9/18/20	HEALTH INS PREM	GENERAL FUND	POLICE ADMINISTRATION	13,191.49
	9/18/20	HEALTH INS PREM	GENERAL FUND	POLICE ADMINISTRATION	323.97
	9/18/20	HEALTH INS PREM	GENERAL FUND	POLICE ADMINISTRATION	13,176.62
	9/18/20	HEALTH INS PREM	GENERAL FUND	POLICE ADMINISTRATION	338.84
	9/18/20	BOMGAARS SEPT FOR OCT INS	GENERAL FUND	POLICE ADMINISTRATION	1,202.20
	9/18/20	HEALTH INS PREM	GENERAL FUND	SECURITY CENTER	2,389.40
	9/18/20	HEALTH INS PREM	GENERAL FUND	SECURITY CENTER	2,389.40
	9/18/20	HEALTH INS PREM	GENERAL FUND	SECURITY CENTER	2,389.40
	9/18/20	HEALTH INS PREM	GENERAL FUND	SECURITY CENTER	2,389.40
	9/18/20	HEALTH INS PREM	GENERAL FUND	FIRE ADMINISTRATION	10.51
	9/18/20	HEALTH INS PREM	GENERAL FUND	PAVED STREETS	601.10
	9/18/20	HEALTH INS PREM	GENERAL FUND	PAVED STREETS	368.17
	9/18/20	HEALTH INS PREM	GENERAL FUND	PUBLIC WORK SHOP	60.11
	9/18/20	HEALTH INS PREM	GENERAL FUND	CODE ENFORCEMENT	325.64
	9/18/20	HEALTH INS PREM	GENERAL FUND	CODE ENFORCEMENT	325.64
	9/18/20	HEALTH INS PREMIUM	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	80.50
	9/18/20	HEALTH INS PREMIUM	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	80.50
	9/18/20	HEALTH INS PREM	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	322.01
	9/18/20	HEALTH INS PREM	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	322.01
	9/18/20	HEALTH INS PREMIUM	RECREATION	NON-DEPARTMENTAL	322.37
	9/18/20	HEALTH INS PREMIUM	RECREATION	NON-DEPARTMENTAL	322.37
	9/18/20	HEALTH INS PREM	RECREATION	PARK AREAS	84.62
	9/18/20	HEALTH INS PREM	RECREATION	PARK AREAS	460.73
	9/18/20	HEALTH INS PREM	RECREATION	TREE REMOVAL	667.60
	9/18/20	HEALTH INS PREM	RECREATION	TREE REMOVAL	291.49
	9/18/20	HEALTH INS PREMIUM	ECONOMIC DEV AUTHO	NON-DEPARTMENTAL	1.66
	9/18/20	HEALTH INS PREMIUM	ECONOMIC DEV AUTHO	BUSINESS DEVELOPMENT	9.40
	9/18/20	HEALTH INS PREMIUM	PIR/TRUNKS	NON-DEPARTMENTAL	67.62
	9/18/20	HEALTH INS PREMIUM	PIR/TRUNKS	NON-DEPARTMENTAL	67.62
	9/18/20	HEALTH INS PREM	PIR/TRUNKS	SP ASSESS-ADMIN ESCROW	270.50
	9/18/20	HEALTH INS PREM	PIR/TRUNKS	SP ASSESS-ADMIN ESCROW	270.49
	9/18/20	HEALTH INS PREMIUM	IMPROVEMENT CONST	NON-DEPARTMENTAL	27.66
	9/18/20	HEALTH INS PREMIUM	IMPROVEMENT CONST	NON-DEPARTMENTAL	28.23
	9/18/20	HEALTH INS PREM	IMPROVEMENT CONST	2019 HOMEWOOD HILLS ST	9.40
	9/18/20	HEALTH INS PREM	IMPROVEMENT CONST	2019 HOMEWOOD HILLS ST	7.51
	9/18/20	HEALTH INS PREM	IMPROVEMENT CONST	2019 HOMEWOOD HILLS ST	56.42
	9/18/20	HEALTH INS PREM	IMPROVEMENT CONST	HOMWOOD HILLS SIDEWAL	18.81-
	9/18/20	HEALTH INS PREM	IMPROVEMENT CONST	HOMWOOD HILLS SIDEWAL	18.81
	9/18/20	HEALTH INS PREM	IMPROVEMENT CONST	OVERLAY PROGRAM	84.62
	9/18/20	HEALTH INS PREM	IMPROVEMENT CONST	OVERLAY PROGRAM	56.42
	9/18/20	HEALTH INS PREM	IMPROVEMENT CONST	10TH AVE BRIDGE & ST R	9.40
	9/18/20	HEALTH INS PREM	IMPROVEMENT CONST	10TH AVE BRIDGE & ST R	9.40
	9/18/20	HEALTH INS PREM	IMPROVEMENT CONST	GLENWOOD HGTS II ST SW	18.81
	9/18/20	HEALTH INS PREM	IMPROVEMENT CONST	N CRAILSHEIM WATER 20	30.06
	9/18/20	HEALTH INS PREM	IMPROVEMENT CONST	N CRAILSHEIM WATER 20	18.81-
	9/18/20	HEALTH INS PREM	IMPROVEMENT CONST	N CRAILSHEIM WATER 20	37.61
	9/18/20	HEALTH INS PREMIUM	WATER	NON-DEPARTMENTAL	238.57
	9/18/20	HEALTH INS PREMIUM	WATER	NON-DEPARTMENTAL	200.94
	9/18/20	HEALTH INS PREM	WATER	O-SOURCE WELLS & SPRNG	12.36
	9/18/20	HEALTH INS PREM	WATER	O-DISTR SUPER AND ENG	601.10
	9/18/20	HEALTH INS PREM	WATER	O-DISTR SUPER AND ENG	601.10
	9/18/20	HEALTH INS PREM	WATER	O-DISTR MISC	16.10

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	9/18/20	HEALTH INS PREM	WATER	O-DISTR MISC	16.10
	9/18/20	HEALTH INS PREM	WATER	GENERAL ADMIN	90.17
	9/18/20	HEALTH INS PREM	WATER	GENERAL ADMIN	82.75
	9/18/20	HEALTH INS PREM	WATER	ADMIN OFFICE SUPPLIES	3.09
	9/18/20	HEALTH INS PREM	WATER	ACCTS-METER READING	180.33
	9/18/20	HEALTH INS PREM	WATER	ACCTS-METER READING	56.41
	9/18/20	HEALTH INS PREM	WATER	ACCTS-RECORDS & COLLEC	152.52
	9/18/20	HEALTH INS PREM	WATER	ACCTS-RECORDS & COLLEC	152.51
	9/18/20	HEALTH INS PREM	WATER	PROJECT #2	9.40
	9/18/20	HEALTH INS PREM	WATER	PROJECT #11	56.42
	9/18/20	HEALTH INS PREM	WATER	PROJECT #11	28.21
	9/18/20	HEALTH INS PREMIUM	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	117.53
	9/18/20	HEALTH INS PREMIUM	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	120.85
	9/18/20	INSURANCE-SEPT FOR OCTOBER	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	129.62
	9/18/20	HEALTH INS PREM	MUNICIPAL WASTEWAT	O-SOURCE SUPERVISION	180.33
	9/18/20	HEALTH INS PREM	MUNICIPAL WASTEWAT	O-SOURCE SUPERVISION	180.33
	9/18/20	HEALTH INS PREM	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	420.77
	9/18/20	HEALTH INS PREM	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	420.77
	9/18/20	HEALTH INS PREM	MUNICIPAL WASTEWAT	O-PURIFY MISC	16.10
	9/18/20	HEALTH INS PREM	MUNICIPAL WASTEWAT	O-PURIFY MISC	16.10
	9/18/20	HEALTH INS PREM	MUNICIPAL WASTEWAT	GENERAL ADMIN	72.13
	9/18/20	HEALTH INS PREM	MUNICIPAL WASTEWAT	GENERAL ADMIN	66.20
	9/18/20	HEALTH INS PREM	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	3.09
	9/18/20	HEALTH INS PREM	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	126.04
	9/18/20	HEALTH INS PREM	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	126.04
	9/18/20	HEALTH INS PREM	MUNICIPAL WASTEWAT	PROJECT #7	28.21
	9/18/20	HEALTH INS PREM	MUNICIPAL WASTEWAT	PROJECT #7	47.01
	9/18/20	HEALTH INS PREMIUM	ELECTRIC	NON-DEPARTMENTAL	969.58
	9/18/20	HEALTH INS PREMIUM	ELECTRIC	NON-DEPARTMENTAL	997.93
	9/18/20	INSURANCE-SEPT FOR OCTOBER	ELECTRIC	NON-DEPARTMENTAL	300.54
	9/18/20	HEALTH INS PREM	ELECTRIC	O-DISTR UNDERGRND LINE	240.44
	9/18/20	HEALTH INS PREM	ELECTRIC	O-DISTR UNDERGRND LINE	308.58
	9/18/20	HEALTH INS PREM	ELECTRIC	O-DISTR MISC	346.91
	9/18/20	HEALTH INS PREM	ELECTRIC	O-DISTR MISC	877.63
	9/18/20	HEALTH INS PREM	ELECTRIC	M-CISTR SUPER & ENG	56.08
	9/18/20	HEALTH INS PREM	ELECTRIC	M-DISTR UNDERGRND LINE	51.26
	9/18/20	HEALTH INS PREM	ELECTRIC	M-DISTR UNDERGRND LINE	506.47
	9/18/20	HEALTH INS PREM	ELECTRIC	M-DISTR ST LITE & SIG	26.67
	9/18/20	HEALTH INS PREM	ELECTRIC	M-DISTR ST LITE & SIG	212.07
	9/18/20	HEALTH INS PREM	ELECTRIC	M-DISTR PLANT MISC	129.85
	9/18/20	HEALTH INS PREM	ELECTRIC	GENERAL ADMIN	438.80
	9/18/20	HEALTH INS PREM	ELECTRIC	GENERAL ADMIN	402.70
	9/18/20	HEALTH INS PREM	ELECTRIC	ADMIN OFFICE SUPPLIES	30.91
	9/18/20	HEALTH INS PREM	ELECTRIC	ACCTS-METER READING	180.33
	9/18/20	HEALTH INS PREM	ELECTRIC	ACCTS-METER READING	169.23
	9/18/20	HEALTH INS PREM	ELECTRIC	ACCTS-RECORDS & COLLEC	676.46
	9/18/20	HEALTH INS PREM	ELECTRIC	ACCTS-RECORDS & COLLEC	676.47
	9/18/20	HEALTH INS PREM	ELECTRIC	ACCTS-ASSISTANCE	161.00
	9/18/20	HEALTH INS PREM	ELECTRIC	ACCTS-ASSISTANCE	161.00
	9/18/20	HEALTH INS PREM	ELECTRIC	FA DISTR UNDRGRND COND	1,684.66
	9/18/20	HEALTH INS PREM	ELECTRIC	FA DISTR UNDRGRND COND	777.83
	9/18/20	HEALTH INS PREM	ELECTRIC	FA DISTR UNDRGRND COND	576.75
	9/18/20	HEALTH INS PREM	ELECTRIC	FA DISTR ST LITE & SIG	362.01
	9/18/20	HEALTH INS PREM	ELECTRIC	FA COMMUNICATION EQUIP	179.32
	9/18/20	HEALTH INS PREMIUM	STORM WATER MANAGE	NON-DEPARTMENTAL	3.32
	9/18/20	HEALTH INS PREMIUM	STORM WATER MANAGE	NON-DEPARTMENTAL	16.91

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	9/18/20	HEALTH INS PREM	STORM WATER MANAGE	STORM DRAINAGE	67.62
	9/18/20	HEALTH INS PREM	STORM WATER MANAGE	PROJECT #6	18.81
	9/18/20	HEALTH INS PREMIUM	LIQUOR	NON-DEPARTMENTAL	402.49
	9/18/20	HEALTH INS PREMIUM	LIQUOR	NON-DEPARTMENTAL	563.49
	9/18/20	NELSON OCT PREMIUM	LIQUOR	NON-DEPARTMENTAL	161.00
	9/18/20	HEALTH INS PREM	LIQUOR	O-GEN MISC	1,579.46
	9/18/20	HEALTH INS PREM	LIQUOR	O-GEN MISC	70.48
	9/18/20	HEALTH INS PREM	LIQUOR	O-GEN MISC	2,174.68
	9/18/20	HEALTH INS PREM	LIQUOR	O-GEN MISC	119.28
	9/18/20	NELSON OCT PREMIUM	LIQUOR	O-GEN MISC	644.02
	9/18/20	HEALTH INS PREMIUM	AIRPORT	NON-DEPARTMENTAL	1.88
	9/18/20	HEALTH INS PREMIUM	AIRPORT	NON-DEPARTMENTAL	26.30
	9/18/20	HEALTH INS PREM	AIRPORT	O-GEN MISC	105.20
	9/18/20	HEALTH INS PREM	AIRPORT	PROJECT #2	3.76
	9/18/20	HEALTH INS PREM	AIRPORT	PROJECT #11	3.75
	9/18/20	HEALTH INS PREMIUM	DATA PROCESSING	NON-DEPARTMENTAL	382.48
	9/18/20	HEALTH INS PREMIUM	DATA PROCESSING	NON-DEPARTMENTAL	382.48
	9/18/20	HEALTH INS PREM	DATA PROCESSING	DATA PROCESSING	1,274.12
	9/18/20	HEALTH INS PREM	DATA PROCESSING	DATA PROCESSING	1,274.12
	9/18/20	BOMGAARS SEPT FOR OCT INS	HEALTH INS PLAN (T	NON-DEPARTMENTAL	300.54_
				TOTAL:	94,185.76
PULVER MOTOR SERVICE	9/18/20	TOW #20-5527	GENERAL FUND	POLICE ADMINISTRATION	68.00
	9/18/20	TOW #2020005880	GENERAL FUND	POLICE ADMINISTRATION	140.00
	9/18/20	TOW #20-5904	GENERAL FUND	POLICE ADMINISTRATION	70.00
	9/18/20	TOW #20-5086	GENERAL FUND	POLICE ADMINISTRATION	68.00_
				TOTAL:	346.00
RUNNINGS SUPPLY INC-ACCT#9502440	9/18/20	JB LOCK	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	4.49
	9/18/20	BATTERIES	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	22.47
	9/18/20	SUMP PUMP	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	144.99
	9/18/20	CHANEL LOCK PLIERS	ELECTRIC	O-DISTR MISC	54.99_
				TOTAL:	226.94
SCHWALBACH ACE #6067	9/18/20	INFLUENT SAMPLE SHIPPING	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	11.96
	9/18/20	FLOOR CLEANING, CLEANING S	MUNICIPAL WASTEWAT	O-PURIFY MISC	15.58
	9/18/20	PAINT	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	38.57_
				TOTAL:	66.11
SECURE BENEFITS SYSTEMS CORP	9/18/20	ADMIN FEE	GENERAL FUND	NON-DEPARTMENTAL	51.38
	9/18/20	ADMIN FEE	GENERAL FUND	NON-DEPARTMENTAL	50.33
	9/18/20	CHILD CARE	GENERAL FUND	NON-DEPARTMENTAL	1,124.98
	9/18/20	CHILD CARE	GENERAL FUND	NON-DEPARTMENTAL	1,023.60
	9/18/20	UNREIMBURSED MEDICAL	GENERAL FUND	NON-DEPARTMENTAL	1,323.53
	9/18/20	UNREIMBURSED MEDICAL	GENERAL FUND	NON-DEPARTMENTAL	1,262.03
	9/18/20	ADMIN FEE SEPT	GENERAL FUND	OTHER GEN GOVT MISC	20.00
	9/18/20	ADMIN FEE	RECREATION	NON-DEPARTMENTAL	8.49
	9/18/20	ADMIN FEE	RECREATION	NON-DEPARTMENTAL	7.28
	9/18/20	CHILD CARE	RECREATION	NON-DEPARTMENTAL	30.08
	9/18/20	UNREIMBURSED MEDICAL	RECREATION	NON-DEPARTMENTAL	178.11
	9/18/20	UNREIMBURSED MEDICAL	RECREATION	NON-DEPARTMENTAL	156.10
	9/18/20	ADMIN FEE	ECONOMIC DEV AUTHO	NON-DEPARTMENTAL	0.03
	9/18/20	UNREIMBURSED MEDICAL	ECONOMIC DEV AUTHO	NON-DEPARTMENTAL	1.30
	9/18/20	ADMIN FEE	IMPROVEMENT CONST	NON-DEPARTMENTAL	0.48
	9/18/20	ADMIN FEE	IMPROVEMENT CONST	NON-DEPARTMENTAL	0.66
	9/18/20	UNREIMBURSED MEDICAL	IMPROVEMENT CONST	NON-DEPARTMENTAL	15.87

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	9/18/20	UNREIMBURSED MEDICAL	IMPROVEMENT CONST	NON-DEPARTMENTAL	23.82
	9/18/20	ADMIN FEE	WATER	NON-DEPARTMENTAL	2.71
	9/18/20	ADMIN FEE	WATER	NON-DEPARTMENTAL	2.63
	9/18/20	UNREIMBURSED MEDICAL	WATER	NON-DEPARTMENTAL	124.99
	9/18/20	UNREIMBURSED MEDICAL	WATER	NON-DEPARTMENTAL	120.18
	9/18/20	ADMIN FEE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	13.63
	9/18/20	ADMIN FEE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	13.93
	9/18/20	CHILD CARE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	350.00
	9/18/20	CHILD CARE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	350.00
	9/18/20	UNREIMBURSED MEDICAL	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	259.36
	9/18/20	UNREIMBURSED MEDICAL	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	262.35
	9/18/20	ADMIN FEE	ELECTRIC	NON-DEPARTMENTAL	6.24
	9/18/20	ADMIN FEE	ELECTRIC	NON-DEPARTMENTAL	6.24
	9/18/20	CHILD CARE	ELECTRIC	NON-DEPARTMENTAL	320.83
	9/18/20	CHILD CARE	ELECTRIC	NON-DEPARTMENTAL	320.83
	9/18/20	UNREIMBURSED MEDICAL	ELECTRIC	NON-DEPARTMENTAL	101.56
	9/18/20	UNREIMBURSED MEDICAL	ELECTRIC	NON-DEPARTMENTAL	101.56
	9/18/20	ADMIN FEE	INDUSTRIAL WASTEWA	NON-DEPARTMENTAL	0.06
	9/18/20	UNREIMBURSED MEDICAL	INDUSTRIAL WASTEWA	NON-DEPARTMENTAL	0.52
	9/18/20	ADMIN FEE	STORM WATER MANAGE	NON-DEPARTMENTAL	0.26
	9/18/20	ADMIN FEE	STORM WATER MANAGE	NON-DEPARTMENTAL	2.15
	9/18/20	CHILD CARE	STORM WATER MANAGE	NON-DEPARTMENTAL	71.30
	9/18/20	UNREIMBURSED MEDICAL	STORM WATER MANAGE	NON-DEPARTMENTAL	2.60
	9/18/20	UNREIMBURSED MEDICAL	STORM WATER MANAGE	NON-DEPARTMENTAL	79.20
	9/18/20	ADMIN FEE	LIQUOR	NON-DEPARTMENTAL	4.50
	9/18/20	ADMIN FEE	LIQUOR	NON-DEPARTMENTAL	4.50
	9/18/20	UNREIMBURSED MEDICAL	LIQUOR	NON-DEPARTMENTAL	129.16
	9/18/20	UNREIMBURSED MEDICAL	LIQUOR	NON-DEPARTMENTAL	129.16
	9/18/20	ADMIN FEE	DATA PROCESSING	NON-DEPARTMENTAL	2.25
	9/18/20	ADMIN FEE	DATA PROCESSING	NON-DEPARTMENTAL	2.25
	9/18/20	UNREIMBURSED MEDICAL	DATA PROCESSING	NON-DEPARTMENTAL	100.00
	9/18/20	UNREIMBURSED MEDICAL	DATA PROCESSING	NON-DEPARTMENTAL	100.00_
			TOTAL:		8,263.02
WESCO RECEIVABLES CORP	9/18/20	O-RINGS	ELECTRIC	O-DISTR MISC	15.10_
			TOTAL:		15.10
WORTHINGTON AREA UNITED WAY	9/18/20	PAYROLL WITHHOLDING	GENERAL FUND	NON-DEPARTMENTAL	19.00
	9/18/20	PAYROLL WITHHOLDING	GENERAL FUND	NON-DEPARTMENTAL	19.00
	9/18/20	PAYROLL WITHHOLDING	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	5.00
	9/18/20	PAYROLL WITHHOLDING	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	5.00
	9/18/20	PAYROLL WITHHOLDING	WATER	NON-DEPARTMENTAL	0.75
	9/18/20	PAYROLL WITHHOLDING	WATER	NON-DEPARTMENTAL	0.75
	9/18/20	PAYROLL WITHHOLDING	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	0.60
	9/18/20	PAYROLL WITHHOLDING	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	0.60
	9/18/20	PAYROLL WITHHOLDING	ELECTRIC	NON-DEPARTMENTAL	3.65
	9/18/20	PAYROLL WITHHOLDING	ELECTRIC	NON-DEPARTMENTAL	3.65_
			TOTAL:		58.00
WORTHINGTON FOOTWEAR & REPAIR	9/18/20	SAFETY BOOTS	MUNICIPAL WASTEWAT	O-PURIFY MISC	185.00_
			TOTAL:		185.00

VENDOR SORT KEY

DATE DESCRIPTION

FUND

DEPARTMENT

AMOUNT_

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

101	GENERAL FUND	73,286.82
202	MEMORIAL AUDITORIUM	831.02
229	RECREATION	3,230.36
231	ECONOMIC DEV AUTHORITY	20.41
321	PIR/TRUNKS	683.43
401	IMPROVEMENT CONST	426.23
601	WATER	7,722.26
602	MUNICIPAL WASTEWATER	20,909.73
604	ELECTRIC	18,573.78
605	INDUSTRIAL WASTEWATER	1.01
606	STORM WATER MANAGEMENT	401.11
609	LIQUOR	6,089.24
612	AIRPORT	183.67
702	DATA PROCESSING	3,549.70
705	HEALTH INS PLAN (TPA)	300.54
873	GARBAGE COLLECTION	387.61

GRAND TOTAL: 136,596.92

TOTAL PAGES: 9

PACKET: 03672 Regular Payments

VENDOR SET: 01

*** DRAFT/OTHER LISTING ***

BANK : 1 WELLS FARGO-CITY

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
M00115	MISSOURI RIVER ENERGY SERVICES		D	9/16/2020			001265	1,850,483.24
S00202	STATE OF MINNESOTA DEPT OF REVENUE		D	9/16/2020			001266	121,349.00
W00123	WELLS FARGO BANK MN NA		D	9/16/2020			001267	6,602.51

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	0.00	1,978,434.75	1,978,434.75
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	3	0.00	1,978,434.75	1,978,434.75

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ACCESS FAMILY MEDICAL CENTER	9/25/20	LAB TESTING	GENERAL FUND	PAVED STREETS	112.00
	9/25/20	LAB TESTING	GENERAL FUND	PAVED STREETS	25.00
	9/25/20	LAB TESTING	GENERAL FUND	PAVED STREETS	25.00
	9/25/20	LAB TESTING	GENERAL FUND	PAVED STREETS	25.00
	9/25/20	LAB TESTING	MUNICIPAL WASTEWAT	O-PURIFY MISC	112.00
	9/25/20	LAB TESTING	ELECTRIC	O-DISTR MISC	25.00
			TOTAL:		324.00
AMAZING SPACE	9/25/20	BUSS FIELD BATHROOMS	RECREATION	PARK AREAS	2,565.00
				TOTAL:	
AMERICAN BOTTLING COMPANY	9/25/20	MIX	LIQUOR	NON-DEPARTMENTAL	93.72
				TOTAL:	
ANDERSON ALIGNMENT	9/25/20	#417 PRIMER PUMP	GENERAL FUND	PAVED STREETS	178.30
	9/25/20	#417 PRIMER PUMP	GENERAL FUND	PAVED STREETS	42.50
	9/25/20	#408 REPAIR MARKER LIGHTS	STORM WATER MANAGE	STREET CLEANING	62.01
	9/25/20	#408 REPAIR MARKER LIGHTS	STORM WATER MANAGE	STREET CLEANING	297.00
				TOTAL:	
ARCTIC GLACIER USA INC	9/25/20	MIX	LIQUOR	NON-DEPARTMENTAL	93.80
	9/25/20	MIX	LIQUOR	NON-DEPARTMENTAL	239.00
				TOTAL:	
ARNOLD MOTOR SUPPLY LLP	9/25/20	WRENCH	ELECTRIC	O-DISTR MISC	7.79
				TOTAL:	
ARTISAN BEER COMPANY	9/25/20	BEER	LIQUOR	NON-DEPARTMENTAL	548.10
	9/25/20	BEER	LIQUOR	NON-DEPARTMENTAL	197.70
				TOTAL:	
ATLANTIC BOTTLING COMPANY	9/25/20	MIX	LIQUOR	NON-DEPARTMENTAL	350.68
	9/25/20	MIX	LIQUOR	NON-DEPARTMENTAL	127.80
				TOTAL:	
BAHRS SMALL ENGINE	9/25/20	WEEDEATER STRING	RECREATION	PARK AREAS	89.00
				TOTAL:	
BELLBOY CORPORATION	9/25/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	771.00
	9/25/20	FREIGHT	LIQUOR	O-SOURCE MISC	42.24
				TOTAL:	
BEVERAGE WHOLESALERS INC	9/25/20	BEER	LIQUOR	NON-DEPARTMENTAL	12,052.15
	9/25/20	BEER	LIQUOR	NON-DEPARTMENTAL	6,734.46
	9/25/20	MIX	LIQUOR	NON-DEPARTMENTAL	143.60
	9/25/20	BEER	LIQUOR	NON-DEPARTMENTAL	16,611.80
	9/25/20	BEER	LIQUOR	NON-DEPARTMENTAL	9,308.90
	9/25/20	BEER	LIQUOR	NON-DEPARTMENTAL	1,441.50
			TOTAL:		46,292.41
BLUEGLOBES LLC	9/25/20	RUNWAY LIGHTS	AIRPORT	O-GEN MISC	1,740.17
				TOTAL:	
BOB MCCUEN CONSTRUCTION INC	9/25/20	2020 CONCRETE RESTORATION	WATER	NON-DEPARTMENTAL	535.00
	9/25/20	2020 CONCRETE RESTORATION	WATER	PROJECT #2	232.00
	9/25/20	WATER DEPARTMENT REPAIRS	WATER	PROJECT #11	4,652.25

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	9/25/20	2020 CONCRETE RESTORATION	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	943.29
	9/25/20	2020 CONCRETE RESTORATION	MUNICIPAL WASTEWAT	PROJECT #4	152.00
	9/25/20	2020 CONCRETE RESTORATION	STORM WATER MANAGE	NON-DEPARTMENTAL	609.45
				TOTAL:	7,123.99
BOLTJES INC	9/25/20	FENCE AT PUBLIC WORKS BUIL	GENERAL FUND	PAVED STREETS	7,680.00
	9/25/20	CHAIN LINK FENCE-CHAUTAUQU	RECREATION	PARK AREAS	895.00
				TOTAL:	8,575.00
BOLTON & MENK INC	9/25/20	TAXIWAY B & C PAVEMENT	AIRPORT	PROJECT #2	483.00
	9/25/20	SOUTH CONCRETE APRON	AIRPORT	PROJECT #11	5,250.00
				TOTAL:	5,733.00
BORDER STATES ELECTRIC SUPPLY	9/25/20	FLOOD SEAL KITS, STREET LI	ELECTRIC	FA DISTR ST LITE & SIG	365.14
				TOTAL:	365.14
BRAUN INTERTEC CORP	9/25/20	LOWER 1/2 CAMPBELL SOUP SI	RECREATION	FIELD HOUSE	2,900.75
				TOTAL:	2,900.75
BREAKTHRU BEVERAGE MINNESOTA BEER LLC	9/25/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,058.43
	9/25/20	MIX	LIQUOR	NON-DEPARTMENTAL	148.69
	9/25/20	WINE	LIQUOR	NON-DEPARTMENTAL	600.00
	9/25/20	WINE	LIQUOR	NON-DEPARTMENTAL	232.00
	9/25/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	4,036.81
	9/25/20	FREIGHT	LIQUOR	O-SOURCE MISC	61.20
	9/25/20	FREIGHT	LIQUOR	O-SOURCE MISC	18.50
	9/25/20	FREIGHT	LIQUOR	O-SOURCE MISC	51.87
				TOTAL:	7,207.50
BTU INC	9/25/20	PUBLIC WORKS SHOP	RECREATION	PARK AREAS	1,820.00
				TOTAL:	1,820.00
BUFFALO RIDGE CONCRETE INC	9/25/20	CATCH BASINS	STORM WATER MANAGE	STORM DRAINAGE	500.00
				TOTAL:	500.00
CAMPUS CLEANERS	9/25/20	RENTAL MATS, BAR TOWELS	LIQUOR	O-GEN MISC	33.25
				TOTAL:	33.25
CEMSTONE CONCRETE MATERIALS LLC	9/25/20	PARK BENCHES	RECREATION	PARK AREAS	351.00
				TOTAL:	351.00
CENTRAL SALT LLC	9/25/20	DE ICING SALT	GENERAL FUND	ICE AND SNOW REMOVAL	3,090.00
				TOTAL:	3,090.00
CITY OF WORTHINGTON	9/25/20	GARBAGE TAG SALES-PETTY CA	GENERAL FUND	NON-DEPARTMENTAL	400.00
				TOTAL:	400.00
CLARKE ENVIRONMENTAL MOSQUITO MANAGEME	9/25/20	MOSQUITO MANAGEMENT	GENERAL FUND	PAVED STREETS	3,250.00
				TOTAL:	3,250.00
COMMERCIAL RECREATION SPECIALISTS, INC	9/25/20	ACTIVATOR SPLASH PAD	RECREATION	SWIMMING BEACHES	395.00
				TOTAL:	395.00
COMMISSIONER OF TRANSPORTATION	9/25/20	HANGAR LOAN REPAYMENT	AIRPORT	NON-DEPARTMENTAL	920.00
				TOTAL:	920.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
COOPERATIVE ENERGY CO- ACCT # 5910807	9/25/20	FUEL	GENERAL FUND	PAVED STREETS	0.80
	9/25/20	FUEL	STORM WATER MANAGE	STORM DRAINAGE	85.23_
				TOTAL:	86.03
CORE & MAIN LP	9/25/20	SERVICE LINE CONNECTION SU WATER		O-DIST UNDERGRND LINES	3,710.49_
				TOTAL:	3,710.49
JUDY SPENCER	9/25/20	JUDY SPENCER	LIQUOR	O-GEN MISC	708.40_
				TOTAL:	708.40
DAKOTA PAPER CO	9/25/20	GROCERY BAGS	LIQUOR	O-GEN MISC	77.08
	9/25/20	SANITIZER STANDS	LIQUOR	O-GEN MISC	256.50_
				TOTAL:	333.58
DAKOTA FLUID POWER INC	9/25/20	CYLINDER TORO	RECREATION	PARK AREAS	363.63_
				TOTAL:	363.63
DAKOTA SUPPLY GROUP INC	9/25/20	GLENWOOD HEIGHTS II WATER	ECONOMIC DEV AUTHO	MISC HOUSING DEVELOPME	5,728.38
	9/25/20	HYDRANT ITEMS	PIR/TRUNKS	SP ASSESS-WATER TRUNL	3,986.76_
				TOTAL:	9,715.14
DANS ELECTRIC INC	9/25/20	PARKER LIFT STATION STARTE	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	70.00
	9/25/20	REWIRE FILTER PUMP #4	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	210.00
	9/25/20	REWIRE FILTER PUMP #4	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	2.33_
				TOTAL:	282.33
DIAMOND VOGEL PAINT	9/25/20	FIELD PAINT	RECREATION	SOCCER COMPLEX	371.95_
				TOTAL:	371.95
DOLL DISTRIBUTING LLC	9/25/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	4,039.15
	9/25/20	MIX	LIQUOR	NON-DEPARTMENTAL	14.00
	9/25/20	BEER	LIQUOR	NON-DEPARTMENTAL	4,737.60
	9/25/20	BEER	LIQUOR	NON-DEPARTMENTAL	5,639.30
	9/25/20	MIX	LIQUOR	NON-DEPARTMENTAL	14.00
	9/25/20	BEER	LIQUOR	NON-DEPARTMENTAL	1,181.00
	9/25/20	BEER	LIQUOR	NON-DEPARTMENTAL	3,330.65
	9/25/20	BEER	LIQUOR	NON-DEPARTMENTAL	257.00_
	9/25/20	BEER	LIQUOR	NON-DEPARTMENTAL	229.00
	9/25/20	BEER	LIQUOR	NON-DEPARTMENTAL	10,751.35_
				TOTAL:	29,679.05
DONS PLUMBING & HEATING	9/25/20	CHAUTAUQUA BATHROOM	RECREATION	PARK AREAS	75.00
	9/25/20	CHAUTAUQUA BATHROOM	RECREATION	PARK AREAS	25.00_
				TOTAL:	100.00
DRILLING WORLD	9/25/20	STUMP GRINDER TEETH, POCKE	RECREATION	TREE REMOVAL	1,256.31_
				TOTAL:	1,256.31
DUBOIS CHEMICALS INC	9/25/20	CHEMICALS	INDUSTRIAL WASTEWA	O-PURIFY MISC	8,493.18
	9/25/20	CHEMICALS	INDUSTRIAL WASTEWA	O-PURIFY MISC	8,606.14_
				TOTAL:	17,099.32
DUININCK INC	9/25/20	BLADE SAND MIX	GENERAL FUND	PAVED STREETS	477.24
	9/25/20	BLADE SAND MIX	GENERAL FUND	PAVED STREETS	1,110.28
	9/25/20	BLADE SAND MIX	GENERAL FUND	PAVED STREETS	381.30_
				TOTAL:	1,968.82

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
ECHO GROUP INC	9/25/20	PVC FITTINGS	ELECTRIC	FA DISTR UNDRGRND COND	800.90_
				TOTAL:	800.90
EHRLERS COMPANIES	9/25/20	CONTINUING DISCLOSURE REPO PIR SERIES 2010A	GO PIR SERIES 2010A		875.00
	9/25/20	CONTINUING DISCLOSURE REPO PIR SERIES 2012A	GO PIR SERIES 2012A		875.00
	9/25/20	CONTINUING DISCLOSURE REPO PIR SERIES 2016A	GO PIR SERIES 2016A		875.00
	9/25/20	CONTINUING DISCLOSURE REPO GO SERIES 2019A	GO SERIES 2019A (PIR)		577.50
	9/25/20	CONTINUING DISCLOSURE REPO GO SERIES 2019A	GO SERIES 2019A (CAP I		297.50_
			TOTAL:		3,500.00
FAHRNER ASPHALT SEALERS LLC	9/25/20	TAXIWAY B&C MAINTENANCE	AIRPORT	NON-DEPARTMENTAL	3,219.69-
	9/25/20	TAXIWAY B&C MAINTENANCE	AIRPORT	PROJECT #2	64,393.72_
			TOTAL:		61,174.03
FAIRMONT GLASS & SIGN PRODUCTS, INC	9/25/20	SERVICED SLIDER	LIQUOR	O-GEN MISC	90.00_
			TOTAL:		90.00
FIFE WATER SERVICES INC	9/25/20	CHEMICALS	INDUSTRIAL WASTEWA	O-PURIFY MISC	11,620.05_
			TOTAL:		11,620.05
FLAHERTY & HOOD PA	9/25/20	LABOR/EMPLOYMENT CONSULTS	GENERAL FUND	CITY ATTORNEY	75.00_
			TOTAL:		75.00
FORUM COMMUNICATIONS COMPANY	9/25/20	ORDINANCE #1161	GENERAL FUND	CLERK'S OFFICE	241.50
	9/25/20	TAX ABATEMENT REQUEST	GENERAL FUND	ECONOMIC DEVELOPMENT	189.76
	9/25/20	PLANNING COMMISSION	GENERAL FUND	ECONOMIC DEVELOPMENT	146.63
	9/25/20	GLENWOOD HEGITHS	ECONOMIC DEV AUTHO	MISC HOUSING DEVELOPME	196.47
	9/25/20	BUSINESS GRANT	WGTN EDA	INVALID DEPARTMENT	2,646.00
	9/25/20	GLENWOOD HEGITHS	IMPROVEMENT CONST	HOMWOOD HILLS SIDEWAL	20.53
	9/25/20	GLENWOOD HEGITHS	IMPROVEMENT CONST	GLENWOOD HGTS II ST SW	76.25
	9/25/20	CHERRYWOOD ADDITION	IMPROVEMENT CONST	N CRAILSHEIM WATER 20	276.00
	9/25/20	SMOKE TESTING	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	184.28
	9/25/20	AUGUST ADS	LIQUOR	O-GEN MISC	875.00_
			TOTAL:		4,852.42
FRONTIER COMMUNICATION SERVICES	9/25/20	PHONE SERVICE	GENERAL FUND	MAYOR AND COUNCIL	29.96
	9/25/20	PHONE SERVICE	GENERAL FUND	ADMINISTRATION	391.80
	9/25/20	PHONE SERVICE	GENERAL FUND	CLERK'S OFFICE	184.97
	9/25/20	PHONE SERVICE	GENERAL FUND	ACCOUNTING	68.92
	9/25/20	PHONE SERVICE	GENERAL FUND	ENGINEERING ADMIN	166.07
	9/25/20	PHONE SERVICE	GENERAL FUND	ECONOMIC DEVELOPMENT	198.57
	9/25/20	PHONE SERVICE	GENERAL FUND	OTHER GEN GOVT MISC	26.82
	9/25/20	PHONE SERVICE	GENERAL FUND	FIRE ADMINISTRATION	231.95
	9/25/20	PHONE SERVICE	GENERAL FUND	CENTER FOR ACTIVE LIVI	293.23
	9/25/20	PHONE SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	211.80
	9/25/20	PHONE SERVICE	RECREATION	PARK AREAS	26.82
	9/25/20	BAC FIRE ALARMS	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	102.35
	9/25/20	PHONE SERVICE	LIQUOR	O-GEN MISC	232.20
	9/25/20	PHONE SERVICE	AIRPORT	O-GEN MISC	93.32
	9/25/20	PHONE SERVICE	DATA PROCESSING	DATA PROCESSING	130.86
	9/25/20	PHONE SERVICE	DATA PROCESSING	COPIER/FAX	25.72_
			TOTAL:		2,415.36
GALLS LLC	9/25/20	BADGE	GENERAL FUND	POLICE ADMINISTRATION	79.90
	9/25/20	UNIFORMS	GENERAL FUND	POLICE ADMINISTRATION	339.89_
			TOTAL:		419.79

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
THE GLOBE	9/25/20	DRAW CHARGES FOR ROUTE	LIQUOR	O-GEN MISC	19.58_
				TOTAL:	19.58
GRAHAM TIRE OF WORTHINGTON INC	9/25/20	#14-35 OIL CHANGE	GENERAL FUND	POLICE ADMINISTRATION	24.33
	9/25/20	#14-35 OIL CHANGE	GENERAL FUND	POLICE ADMINISTRATION	14.95
	9/25/20	#20-25 NEW TIRES	GENERAL FUND	POLICE ADMINISTRATION	624.00
	9/25/20	#20-25 NEW TIRES	GENERAL FUND	POLICE ADMINISTRATION	123.80
	9/25/20	REPLACE BACK TIRES ON FORK	LIQUOR	O-GEN MISC	212.14_
				TOTAL:	999.22
HACH COMPANY	9/25/20	LAB CHEMICALS	WATER	O-PURIFY MISC	79.78_
				TOTAL:	79.78
HAWKINS INC	9/25/20	1 TON CHLORINE	WATER	O-PURIFY	689.40_
				TOTAL:	689.40
HENNING CONSTRUCTION	9/25/20	10TH AVE BRIDGE REPLACEMENT	IMPROVEMENT CONST	NON-DEPARTMENTAL	18,551.51-
	9/25/20	10TH AVE BRIDGE REPLACEMENT	IMPROVEMENT CONST	10TH AVE BRIDGE & ST R	371,030.30
	9/25/20	2020 SEWER/WATER RECONSTRU	WATER	NON-DEPARTMENTAL	10,601.10-
	9/25/20	2020 SEWER/WATER RECONSTRU	WATER	PROJECT #11	143,507.00
	9/25/20	2020 SEWER/WATER RECONSTRU	WATER	PROJECT #11	68,515.00
	9/25/20	2020 SEWER/WATER RECONSTRU	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	3,402.50-
	9/25/20	2020 SEWER/WATER RECONSTRU	MUNICIPAL WASTEWAT	PROJECT #7	68,050.00_
				TOTAL:	618,547.19
HY-VEE INC-61705	9/25/20	CLEANING SUPPLIES	LIQUOR	O-GEN MISC	14.69
	9/25/20	FUEL	LIQUOR	O-GEN MISC	28.20_
				TOTAL:	42.89
IDEAL LANDSCAPE & DESIGN INC	9/25/20	W. LAKE AVE CONCRETE RESTO	WATER	NON-DEPARTMENTAL	2,820.52
	9/25/20	W. LAKE AVE CONCRETE RESTO	WATER	PROJECT #2	1,000.00_
				TOTAL:	3,820.52
INTEGRITY AVIATION INC	9/25/20	FBO MANAGEMENT FEE-JULY	AIRPORT	O-GEN MISC	2,312.00_
				TOTAL:	2,312.00
J & K WINDOWS	9/25/20	WINDOW CLEANING-SEPTEMBER	LIQUOR	O-GEN MISC	90.00_
				TOTAL:	90.00
JAYCOX IMPLEMENT INC	9/25/20	2020 BOBCAT A770 SKIDLOADE	RECREATION	PARK AREAS	32,364.45_
				TOTAL:	32,364.45
JERRY'S AUTO SUPPLY OF WORTHINGTON INC	9/25/20	#407 PARTS	GENERAL FUND	PAVED STREETS	199.80
	9/25/20	#407 PARTS	GENERAL FUND	PAVED STREETS	81.12
	9/25/20	BUSS FIELD SPRINKLERS	RECREATION	SOCCER COMPLEX	2.29
	9/25/20	FITTINGS	ELECTRIC	O-DISTR UNDERGRND LINE	38.71_
				TOTAL:	321.92
JOHN HENRY FOSTER MN INC	9/25/20	AIR COMPRESSOR PARTS	WATER	M-PURIFY EQUIPMENT	155.25_
				TOTAL:	155.25
JOHNSON BROTHERS LIQUOR CO	9/25/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	7,018.46
	9/25/20	WINE	LIQUOR	NON-DEPARTMENTAL	1,117.69
	9/25/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	834.96
	9/25/20	WINE	LIQUOR	NON-DEPARTMENTAL	564.30
	9/25/20	MIX	LIQUOR	NON-DEPARTMENTAL	48.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	9/25/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	8,918.04
	9/25/20	WINE	LIQUOR	NON-DEPARTMENTAL	1,614.05
	9/25/20	WINE	LIQUOR	NON-DEPARTMENTAL	210.00
	9/25/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	683.75
	9/25/20	WINE	LIQUOR	NON-DEPARTMENTAL	369.56
	9/25/20	FREIGHT	LIQUOR	O-SOURCE MISC	82.13
	9/25/20	FREIGHT	LIQUOR	O-SOURCE MISC	36.34
	9/25/20	FREIGHT	LIQUOR	O-SOURCE MISC	6.76
	9/25/20	FREIGHT	LIQUOR	O-SOURCE MISC	30.42
	9/25/20	FREIGHT	LIQUOR	O-SOURCE MISC	161.53
	9/25/20	FREIGHT	LIQUOR	O-SOURCE MISC	49.01
	9/25/20	FREIGHT	LIQUOR	O-SOURCE MISC	7.33
	9/25/20	FREIGHT	LIQUOR	O-SOURCE MISC	15.21
				TOTAL:	21,767.54
JUSA SERVICES INC	9/25/20	DISINFECTANT-OLSON	RECREATION	OLSON PARK CAMPGROUND	490.80
				TOTAL:	490.80
KDOM RADIO	9/25/20	AUGUST ADS-KDOM AM	LIQUOR	O-GEN MISC	145.35
	9/25/20	AUGUST ADS-KDOM FM	LIQUOR	O-GEN MISC	145.35
				TOTAL:	290.70
LOCATORS & SUPPLIES INC	9/25/20	SAFETY GLASSES	ELECTRIC	O-DISTR MISC	84.32
				TOTAL:	84.32
MARTHALER FORD OF WORTHINGTON	9/25/20	#17-31 - OIL CHANGE	GENERAL FUND	POLICE ADMINISTRATION	30.90
	9/25/20	#17-31 - OIL CHANGE	GENERAL FUND	POLICE ADMINISTRATION	23.45
	9/25/20	#430 OIL CHANGE-MULTI INSP	GENERAL FUND	PAVED STREETS	30.90
	9/25/20	#430 OIL CHANGE-MULTI INSP	GENERAL FUND	PAVED STREETS	23.45
	9/25/20	#437 OIL CHANGE	GENERAL FUND	PAVED STREETS	4.50
	9/25/20	#437 OIL CHANGE	GENERAL FUND	PAVED STREETS	30.80
	9/25/20	#437 OIL CHANGE	GENERAL FUND	PAVED STREETS	23.45
				TOTAL:	167.45
MIDWEST BREATHING AIR LLC	9/25/20	QUARTERLY AIR TEST	GENERAL FUND	FIRE ADMINISTRATION	799.43
				TOTAL:	799.43
MIDWEST ENGINEERING	9/25/20	CENTENNIAL/BUSS FIELD	RECREATION	PARK AREAS	7,125.00
	9/25/20	SLATER/LUDLOW	RECREATION	PARK AREAS	5,775.00
	9/25/20	10T STREET PLAZA	RECREATION	10TH STREET PAVILION	300.00
				TOTAL:	13,200.00
MIDWEST PLAYSCAPES INC	9/25/20	CENTENNIAL PLAYGROUND	RECREATION	PARK AREAS	135,000.40
				TOTAL:	135,000.40
MIDWESTERN MECHANICAL INC	9/25/20	FIRE SPRINKLER WORK-P.W. S	GENERAL FUND	PAVED STREETS	14,159.00
	9/25/20	ANNUAL SPRINKER INSPECTION	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	245.00
				TOTAL:	14,404.00
MISCELLANEOUS V FUERSTENBERG RICHARD	9/25/20	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	25.00
PETERSEN LARRY	9/25/20	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	400.00
ROGERS JEFF AND ANN	9/25/20	ROGERS JEFF AND ANN:REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	275.00
VANWAUS WALLY	9/25/20	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	350.00
				TOTAL:	1,050.00
MMBA	9/25/20	BEVERAGE ALCOHOL TRAINING	LIQUOR	O-GEN MISC	200.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
				TOTAL:	200.00
MYRL & ROY'S PAVING INC	9/25/20	SECOND AVENUE	GENERAL FUND	PAVED STREETS	298.35_
				TOTAL:	298.35
NOBLES COUNTY AUDITOR/TREASURER	9/25/20	LEASE PAYMENT-UTILITIES-OC WATER		O-DISTR RENTS	154.96
	9/25/20	LEASE PAYMENT-UTILITIES-OC WATER		ADMIN RENT	309.92
	9/25/20	LEASE PAYMENT-UTILITIES-OC MUNICIPAL WASTEWAT		O-PURIFY MISC	123.97
	9/25/20	LEASE PAYMENT-UTILITIES-OC MUNICIPAL WASTEWAT		ADMIN RENT	247.94
	9/25/20	LEASE PAYMENT-UTILITIES-OC ELECTRIC		O-DISTR RENTS	743.81
	9/25/20	LEASE PAYMENT-UTILITIES-OC ELECTRIC		ADMIN RENT	1,518.62_
				TOTAL:	3,099.22
NOBLES COUNTY HIGHWAY DEPT	9/25/20	AUGUST FUEL	GENERAL FUND	ENGINEERING ADMIN	264.31
	9/25/20	AUGUST FUEL	GENERAL FUND	ECONOMIC DEVELOPMENT	51.44
	9/25/20	AUGUST FUEL	GENERAL FUND	POLICE ADMINISTRATION	3,235.96
	9/25/20	AUGUST FUEL	GENERAL FUND	PAVED STREETS	1,169.08
	9/25/20	AUGUST FUEL	GENERAL FUND	CODE ENFORCEMENT	52.30
	9/25/20	AUGUST FUEL	RECREATION	SOCCER COMPLEX	112.89
	9/25/20	AUGUST FUEL	RECREATION	PARK AREAS	916.74
	9/25/20	AUGUST FUEL	RECREATION	TREE REMOVAL	723.29
	9/25/20	AUGUST FUEL	WATER	O-PUMPING	83.55
	9/25/20	AUGUST FUEL	WATER	M-TRANS MAINS	492.51
	9/25/20	AUGUST FUEL	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	110.04
	9/25/20	AUGUST FUEL	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	34.34
	9/25/20	AUGUST FUEL	MUNICIPAL WASTEWAT	O-PURIFY MISC	67.68
	9/25/20	AUGUST FUEL	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	37.63
	9/25/20	AUGUST FUEL	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	49.09
	9/25/20	AUGUST FUEL	ELECTRIC	O-DISTR UNDERGRND LINE	1,061.33
	9/25/20	AUGUST FUEL	STORM WATER MANAGE	STORM DRAINAGE	110.05
	9/25/20	AUGUST FUEL	STORM WATER MANAGE	STREET CLEANING	527.95_
				TOTAL:	9,100.18
NOBLES COUNTY IT DEPT	9/25/20	NEW MINI TOWER COMPUTERS	GENERAL FUND	CLERK'S OFFICE	760.00
	9/25/20	NEW MINI TOWER COMPUTERS	GENERAL FUND	CLERK'S OFFICE	760.00
	9/25/20	LAPTOP	GENERAL FUND	CLERK'S OFFICE	1,644.00
	9/25/20	NEW MINI TOWER COMPUTERS	GENERAL FUND	ACCOUNTING	760.00
	9/25/20	NEW MINI TOWER COMPUTERS	GENERAL FUND	ACCOUNTING	304.00
	9/25/20	NEW MINI TOWER COMPUTERS	GENERAL FUND	ECONOMIC DEVELOPMENT	760.00
	9/25/20	NEW MINI TOWER COMPUTERS	GENERAL FUND	ECONOMIC DEVELOPMENT	760.00
	9/25/20	NEW MINI TOWER COMPUTERS	DATA PROCESSING	DATA PROCESSING	760.00
	9/25/20	NEW MINI TOWER COMPUTERS	DATA PROCESSING	DATA PROCESSING	760.00
	9/25/20	NEW MINI TOWER COMPUTERS	DATA PROCESSING	DATA PROCESSING	456.00
	9/25/20	NEW MINI TOWER COMPUTERS	DATA PROCESSING	DATA PROCESSING	760.00_
				TOTAL:	8,484.00
ONE OFFICE SOLUTION-WOCITY	9/25/20	HANGING FILE FOLDERS	GENERAL FUND	CLERK'S OFFICE	9.96
	9/25/20	MOUSE PAD	GENERAL FUND	CLERK'S OFFICE	6.99
	9/25/20	KLEENEX, PAPER TOWEL,	GENERAL FUND	GENERAL GOVT BUILDINGS	196.54
	9/25/20	FILE FOLDERS	DATA PROCESSING	DATA PROCESSING	8.34_
				TOTAL:	221.83
ONE OFFICE SOLUTION-WOUTIL	9/25/20	POST-IT NOTES, PINK PAPER	WATER	ADMIN OFFICE SUPPLIES	8.73
	9/25/20	POST-IT NOTES, PINK PAPER	WATER	ACCTS-RECORDS & COLLEC	8.73
	9/25/20	POST-IT NOTES, PINK PAPER	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	8.72
	9/25/20	POST-IT NOTES, PINK PAPER	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	8.72

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	9/25/20	POST-IT NOTES, PINK PAPER	ELECTRIC	ADMIN OFFICE SUPPLIES	17.46
	9/25/20	POST-IT NOTES, PINK PAPER	ELECTRIC	ACCTS-RECORDS & COLLEC	17.46_
				TOTAL:	69.82
OPTUM BANK	9/25/20	HSA ADMIN FEE-AUGUST	GENERAL FUND	GENERAL GOVT BUILDINGS	71.25_
				TOTAL:	71.25
PAUSTIS WINE COMPANY	9/25/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	87.00
	9/25/20	WINE	LIQUOR	NON-DEPARTMENTAL	1,719.00
	9/25/20	FREIGHT	LIQUOR	O-SOURCE MISC	25.00_
				TOTAL:	1,831.00
PEPSI COLA BOTTLING CO OF PIPESTONE, M	9/25/20	MIX	LIQUOR	NON-DEPARTMENTAL	102.90
	9/25/20	MIX	LIQUOR	NON-DEPARTMENTAL	29.95_
				TOTAL:	132.85
PHILLIPS WINE & SPIRITS INC	9/25/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	1,040.00
	9/25/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	5,751.47
	9/25/20	WINE	LIQUOR	NON-DEPARTMENTAL	475.25
	9/25/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	6,685.16
	9/25/20	WINE	LIQUOR	NON-DEPARTMENTAL	681.25
	9/25/20	MIX	LIQUOR	NON-DEPARTMENTAL	33.30
	9/25/20	FREIGHT	LIQUOR	O-SOURCE MISC	7.61
	9/25/20	FREIGHT	LIQUOR	O-SOURCE MISC	124.55
	9/25/20	FREIGHT	LIQUOR	O-SOURCE MISC	25.35
	9/25/20	FREIGHT	LIQUOR	O-SOURCE MISC	97.12
	9/25/20	FREIGHT	LIQUOR	O-SOURCE MISC	23.66_
				TOTAL:	14,944.72
PRODUCTIVITY PLUS ACCOUNT	9/25/20	STORM PONDS SPRAYING	STORM WATER MANAGE	STORM DRAINAGE	4,774.07_
				TOTAL:	4,774.07
QUARNSTROM & DOERING P A	9/25/20	ZONING/SPECIAL USE PERMIT	GENERAL FUND	CITY ATTORNEY	420.00_
				TOTAL:	420.00
RACOM CORP	9/25/20	CONTRACT COVERAGE-SEPTEMBE	GENERAL FUND	POLICE ADMINISTRATION	512.74
	9/25/20	EARPHONE KIT	GENERAL FUND	POLICE ADMINISTRATION	64.00_
				TOTAL:	576.74
RADIO WORKS LLC	9/25/20	SUMMER BBQ 2020-KUSQ	LIQUOR	O-GEN MISC	500.00_
				TOTAL:	500.00
RED BULL DISTRIBUTION COMPANY INC	9/25/20	MIX	LIQUOR	NON-DEPARTMENTAL	147.00_
				TOTAL:	147.00
RESICO	9/25/20	MARKING TAGS FOR SERVICES	ELECTRIC	FA DISTR UNDRGRND COND	189.90
	9/25/20	PEDESTALS FOR SECONDARY SE	ELECTRIC	FA DISTR UNDRGRND COND	692.65_
				TOTAL:	882.55
ROUND LAKE VINEYARDS & WINERY LLC	9/25/20	WINE	LIQUOR	NON-DEPARTMENTAL	688.50_
				TOTAL:	688.50
RUNNINGS SUPPLY INC-ACCT#9502440	9/25/20	#104 FLOOR MATS	ELECTRIC	O-DISTR UNDERGRND LINE	39.99_
				TOTAL:	39.99
RUNNINGS SUPPLY INC-ACCT#9502485	9/25/20	#403 COUPLER	GENERAL FUND	PAVED STREETS	26.99

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	9/25/20	#407 COUPLER, ADAPTER	GENERAL FUND	PAVED STREETS	32.87
	9/25/20	BLEACH	RECREATION	PARK AREAS	9.96
	9/25/20	BLADES	RECREATION	PARK AREAS	17.49
	9/25/20	SPRAYER	RECREATION	PARK AREAS	10.99_
				TOTAL:	98.30
ISCHWALBACH ACE HARDWARE-5930	9/25/20	RANGE CABINET HASP	GENERAL FUND	POLICE ADMINISTRATION	13.29
	9/25/20	PROPANE CYLINDER	RECREATION	SOCCER COMPLEX	3.99_
				TOTAL:	17.28
ISCHWALBACH ACE #6067	9/25/20	METAL FOR DIGESTER VENT	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	13.98
	9/25/20	GREAT STUFF	ELECTRIC	M-DISTR UNDERGRND LINE	7.00
	9/25/20	TUBE	ELECTRIC	M-DISTR UNDERGRND LINE	3.90_
				TOTAL:	24.88
SHORT ELLIOTT HENDRICKSON INC	9/25/20	FIELD HOUSE RENOVATION	RECREATION	FIELD HOUSE	8,593.65
	9/25/20	10TH STREET PLAZA	RECREATION	10TH STREET PAVILION	2,071.14
	9/25/20	SPEC BUILDING FINAL DESIGN	ECONOMIC DEV AUTHO	BUSINESS DEVELOPMENT	7,376.57
	9/25/20	FLOWER LN FEASIBILITY REPO	IMPROVEMENT CONST	FLOWER LANE REALIGN	4,822.50
	9/25/20	10TH AVE BRIDGE IMPROVEMEN	IMPROVEMENT CONST	10TH AVE BRIDGE & ST R	20,722.10
	9/25/20	AQUATIC CENTER	AQUATIC CENTER FAC	AQUATIC CENTER FACILIT	3,706.00_
				TOTAL:	47,291.96
SOUTHERN GLAZER'S WINE AND SPIRITS LL	9/25/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,141.02
	9/25/20	WINE	LIQUOR	NON-DEPARTMENTAL	88.00
	9/25/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	5,052.66
	9/25/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	269.98
	9/25/20	MIX	LIQUOR	NON-DEPARTMENTAL	104.20
	9/25/20	WINE	LIQUOR	NON-DEPARTMENTAL	36.00
	9/25/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	634.89
	9/25/20	FREIGHT	LIQUOR	O-SOURCE MISC	3.70
	9/25/20	FREIGHT	LIQUOR	O-SOURCE MISC	30.44
	9/25/20	FREIGHT	LIQUOR	O-SOURCE MISC	14.79
	9/25/20	FREIGHT	LIQUOR	O-SOURCE MISC	3.70
	9/25/20	FREIGHT	LIQUOR	O-SOURCE MISC	69.97
	9/25/20	FREIGHT	LIQUOR	O-SOURCE MISC	1.85
	9/25/20	FREIGHT	LIQUOR	O-SOURCE MISC	1.85
	9/25/20	FREIGHT	LIQUOR	O-SOURCE MISC	9.25
	9/25/20	FREIGHT	LIQUOR	O-SOURCE MISC	1.85
	9/25/20	FREIGHT	LIQUOR	O-SOURCE MISC	14.80_
				TOTAL:	8,478.95
SOUTHWESTERN MENTAL HEALTH CENTER INC	9/25/20	PRE EMPLOYMENT TESTING	GENERAL FUND	POLICE ADMINISTRATION	500.00
	9/25/20	PRE EMPLOYMENT TESTING	GENERAL FUND	POLICE ADMINISTRATION	500.00_
				TOTAL:	1,000.00
STUART C IRBY CO	9/25/20	FR JEANS	ELECTRIC	O-DISTR MISC	465.00_
				TOTAL:	465.00
TRI-STATE GENERAL CONTRACTING	9/25/20	ENTERTAINMENT SPEC BUILDIN	ECONOMIC DEV AUTHO	NON-DEPARTMENTAL	69,869.07
	9/25/20	ENTERTAINMENT SPEC BUILDIN	ECONOMIC DEV AUTHO	BUSINESS DEVELOPMENT	415,394.48_
				TOTAL:	485,263.55
TRI-STATE RENTAL CENTER	9/25/20	CEMENT SAW BLADE	GENERAL FUND	PAVED STREETS	489.00
	9/25/20	TRI-STATE RENTAL CENTER	GENERAL FUND	PAVED STREETS	103.00_
				TOTAL:	592.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
VAST BROADBAND	9/25/20	MONTHLY SERVICE	GENERAL FUND	FIRE ADMINISTRATION	53.52_
				TOTAL:	53.52
VERIZON WIRELESS	9/25/20	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	40.01
	9/25/20	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	41.44
	9/25/20	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	51.44
	9/25/20	MONTHLY WIRELESS SERVICE	WATER	O-DISTR MISC	24.35
	9/25/20	MONTHLY WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	40.01
	9/25/20	MONTHLY WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	41.44
	9/25/20	MONTHLY WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	41.44
	9/25/20	MONTHLY WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	41.44
	9/25/20	MONTHLY WIRELESS SERVICE	ELECTRIC	O-DISTR SUPER & ENG	40.01
	9/25/20	MONTHLY WIRELESS SERVICE	ELECTRIC	O-DISTR SUPER & ENG	40.01
	9/25/20	MONTHLY WIRELESS SERVICE	ELECTRIC	O-DISTR SUPER & ENG	41.44
	9/25/20	MONTHLY WIRELESS SERVICE	ELECTRIC	O-DISTR SUPER & ENG	121.43
	9/25/20	MONTHLY WIRELESS SERVICE	ELECTRIC	O-DISTR MISC	41.44
	9/25/20	MONTHLY WIRELESS SERVICE	ELECTRIC	ADMIN OFFICE SUPPLIES	51.44
	9/25/20	MONTHLY WIRELESS SERVICE	ELECTRIC	ACCTS-METER READING	51.44_
				TOTAL:	708.78
VETERINARY MEDICAL CTR PA	9/25/20	DOG FOOD-WINSTON	GENERAL FUND	POLICE ADMINISTRATION	68.65_
				TOTAL:	68.65
WESCO RECEIVABLES CORP	9/25/20	PULLING BLOCK	ELECTRIC	O-DISTR MISC	225.94
	9/25/20	CT'S	ELECTRIC	FA DISTR METERS	572.82_
				TOTAL:	798.76
WINE MERCHANTS	9/25/20	WINE	LIQUOR	NON-DEPARTMENTAL	338.00
	9/25/20	FREIGHT	LIQUOR	O-SOURCE MISC	3.38_
				TOTAL:	341.38
WINFIELD SOLUTIONS LLC DBA WINFIELD UN	9/25/20	BUSS FIELD	RECREATION	SOCCER COMPLEX	1,980.27
	9/25/20	FERTILIZER FOR BUSS FIELD	RECREATION	SOCCER COMPLEX	1,080.00_
				TOTAL:	3,060.27
WORTHINGTON BUILDING MATERIALS INC	9/25/20	SUNSET TABLE	RECREATION	PARK AREAS	11.50_
				TOTAL:	11.50
WORTHINGTON CABLE 3 TV PUBLIC ACCESS	9/25/20	FRANCHISE FEE-AUGUST-MEDIA	CABLE TELEVISION	CABLE	3,529.52_
				TOTAL:	3,529.52
WORTHINGTON GLASS INC	9/25/20	TEMPURED GLASS FOR FRONT W	GENERAL FUND	GENERAL GOVT BUILDINGS	2,942.00_
				TOTAL:	2,942.00
WORTHINGTON HOTEL GROUP LLC	9/25/20	REIMBURSE EVENT CENTER UTI	EVENT CENTER	EVENT CENTER	2,534.35_
				TOTAL:	2,534.35
WORTHINGTON REGIONAL ECON DEV CORP	9/25/20	3RD/4TH QTR MEMBERSHIP DUE	ELECTRIC	ACCTS-ASSISTANCE	5,000.00_
				TOTAL:	5,000.00
WSB & ASSOCIATES INC	9/25/20	BIOLOGICAL FEASIBILITY STU	WATER	O-PURIFY MISC	4,306.75_
				TOTAL:	4,306.75
WYCOFF DANNY	9/25/20	MAY/JUNE MILEAGE	LIQUOR	O-GEN MISC	34.16
	9/25/20	JUNE/JULY MILEAGE	LIQUOR	O-GEN MISC	34.04
	9/25/20	JULY/AUGUST MILEAGE	LIQUOR	O-GEN MISC	34.04

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	9/25/20	STAPLES, OFFICE SUPPLIES	LIQUOR	O-GEN MISC	98.11_
				TOTAL:	200.35
YMCA	9/25/20	2020 CONTRACT PYMT-SEPTEMB	RECREATION	RECREATION PROGRAMS	4,500.00_
				TOTAL:	4,500.00

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

101	GENERAL FUND	52,486.51
202	MEMORIAL AUDITORIUM	456.80
214	EVENT CENTER	2,534.35
229	RECREATION	212,224.31
231	ECONOMIC DEV AUTHORITY	498,667.32
232	WGTN EDA	2,646.00
321	PIR/TRUNKS	3,986.76
347	PIR SERIES 2010A	875.00
348	PIR SERIES 2012A	875.00
350	PIR SERIES 2016A	875.00
351	GO SERIES 2019A	875.00
401	IMPROVEMENT CONST	378,396.17
431	AQUATIC CENTER FACILITY	3,706.00
601	WATER	220,817.98
602	MUNICIPAL WASTEWATER	67,187.84
604	ELECTRIC	13,314.95
605	INDUSTRIAL WASTEWATER	28,719.37
606	STORM WATER MANAGEMENT	6,965.76
609	LIQUOR	137,803.03
612	AIRPORT	71,972.52
702	DATA PROCESSING	2,900.92
872	CABLE TELEVISION	3,529.52

GRAND TOTAL: 1,711,816.11
