

WORTHINGTON CITY COUNCIL

AGENDA

7:00 P.M. - Monday, October 26, 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. PUBLIC HEARING - HEARING ON PROPOSED ORDINANCE TO AMEND FLOODPLAIN MANAGEMENT CHAPTER 152.012: INCORPORATION OF MAPS BY REFERENCE (CITY OF WORTHINGTON)**
 - 1. Open Hearing
 - 2. Hearing Presentation
 - 3. Testimony
 - 4. Close Hearing
 - 5. Action on Hearing
- E. CONSENT AGENDA**
 - 1. CITY COUNCIL MINUTES (WHITE)
 - a. City Council Minutes of October 12, 2020
 - 2. MINUTES OF BOARDS & COMMISSIONS (PINK)
 - 1. Heron Lake Watershed Board Minutes of August 19, 2020
 - 3. CITY COUNCIL BUSINESS - ADMINISTRATION (WHITE)
 - Case Item(s)
 - 1. Audit Engagement Letter
 - 4. FINANCIAL STATEMENTS (LAVENDER)

- a. General Fund Statement of Revenues and Expenditures - Budget and Actual - for the period of January 1, 2020 through September 30, 2020
- b. Municipal Liquor Store Income Statement for the Period of January 1, 2020 through September 30, 2020

5. **BILLS PAYABLE (WHITE)**

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

F. CITY COUNCIL BUSINESS - ADMINISTRATION (WHITE)

Case Item(s)

1. Authorize Issuance and Award Sale of \$7,970,000 General Obligation Sales Tax Revenue Bonds, Series 2020A
2. Second Reading Proposed Ordinance to Vacate Part of an Alley in Block 18, Plat of Worthington, Nobles County, Minnesota
3. Second Reading Proposed Ordinance to Amend Title XV of the City Code of the City of Worthington, Nobles County, Minnesota - PUD 7 and Approval of Summary Publication
4. Second Reading Proposed Ordinance to Amend Worthington City Code Title XI, Chapter 113: Peddlers, Solicitors and Transient Merchants to include Mobile Food Units with Various Restrictions and Approval of Summary Publication
5. Approve Plans and Specifications for the Ice Arena Re-Roof Project Funded with Local Option Sales Tax Revenue
6. Approve Plans and Specifications for the Rehabilitation of the Twin 42-inch Lake Outlet Storm Sewer Pipes

G. CITY COUNCIL BUSINESS - PUBLIC SAFETY (TAN)

Case Item(s)

1. Office of Traffic Safety DWI All Star Honorable Mention Awards to Officer Refsland and Officer Vander Veen

H. CITY COUNCIL BUSINESS - PUBLIC WORKS (GREEN)

Case Item(s)

1. Park Sales Tax Projects Professional Services Proposal
2. Sales Tax Projects Civil and Site Engineering
3. Minnesota Department of Transportation Grant Agreement for Airport Improvements
4. Authorize Staff to Sign a Purchase Agreement Order for a New Truck and Associated Equipment
5. Approve 10th Street Plaza Change Order Number 2

I. CITY COUNCIL BUSINESS - ENGINEERING (BLUE)

Case Item(s)

1. Reapportion Special Assessments for Paving Improvements No. 108
2. Resolution Granting Blanket Approval to Place Obstructions on sidewalks in the Downtown Area

J. CITY COUNCIL BUSINESS - COMMUNITY DEVELOPMENT (GRAY)

Case Item(s)

2. Text Amendment - Inoperable Vehicles and Auto Repair Lots Chapters 92,97,99 and 155 (City of Worthington)
3. Purchase Agreement (Community Asset Development Group)
4. Grant Contract Agreement (State of Minnesota)

K. COUNCIL COMMITTEE REPORTS

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

L. CITY ADMINISTRATOR REPORT

M. ADJOURNMENT

**WORTHINGTON CITY COUNCIL
REGULAR MEETING, OCTOBER 12, 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; Jeremiah Cromie, City Planner; Mindy Eggers, City Clerk.

Others present: Justine Wettschrek, Radio Works; Leah Ward, The Globe; Duane Gruis, Jesus Lerma, Lizbeth Lerma, Chris Kielblock, Jodi Landgaard, MN West Community & Technical College; Cory Bomgaars, Jodi Hansen, Randy Thompson, Housing & Redevelopment Authority; Mike Cumiskey, MN West Community & Technical College.

The Pledge of Allegiance was recited.

HONORARY COUNCIL MEMBER

Mayor Kuhle welcomed Cheniqua Johnson as the Honorary Council Member for the months of October, November, December, 2020. Ms. Johnson thanked Council for the opportunity to serve.

AGENDA APPROVED WITH ADDITIONS/CHANGES

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

**HELD PUBLIC HEARING AND APPROVED FIRST READING PROPOSED ORDINANCE
VACATE PART OF AN ALLEY IN BLOCK 18, PLAT OF WORTHINGTON, NOBLES
COUNTY, MINNESOTA**

Pursuant to published notice, this was the time and date set for a public hearing on a proposed vacation of part of an alley in Block 18, Plat of Worthington.

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

Jeff Faragher, Acting Engineer, stated the City has received a petition to vacate part of a certain alley in Block 18, Plat of Worthington. The portion of the alley to be vacated is described as follows:

That part of the alley lying between Lot 11 and Lot 12, Block 18, Plat of
Worthington, Nobles County, Minnesota,
Together with,
That portion of the alley abutting the southeast line of Lot 7, Block 18, Plat of

Worthington, Nobles County Minnesota, that lies northeast of “Line A” and southwest of “Line B”. Said “Line A” and “Line B” are described as follows:
“Line A” is described as the northeasterly line of Lot 11 of said Block 18 extended northwesterly.
“Line B” is described as the northeasterly line of Lot 7 of said Block 18 extended southeasterly.

Mr. Faragher explained the petition has representation of over 50% of properties abutting the segment petitioned to be vacated and over 50% of the property within 300 feet of the ends of the segment. The petition does satisfy the requirements of Section 4.14 of the City Charter for vacation of a street or alley.

Mayor Kuhle asked if there was anyone that would like to provide testimony, there was none.

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

The motion was made by Council Member Oberloh, seconded by Council Member Cummings and unanimously carried to give a first reading to a proposed ordinance vacating part of the alley in Block 18, Plat of Worthington, Nobles County, Minnesota and authorize the sale of the vacated segment to the abutting property owners.

**HELD PUBLIC HEARING ON PROPOSED ASSESSMENTS AND ADOPTED
RESOLUTION NOS 2020-10-89, 2020-10-90, 2020-10-91, 2020-10-92, 2020-10-93**

Pursuant to published notice, this was the time and date set for a public hearing on proposed assessments.

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

Jeff Faragher, Acting Engineer presented information on the proposed assessments and what the payment options would be for each of them.

The recommended terms for the proposed assessments are listed below.

SANITARY SEWER IMPROVEMENT NO. 113
> East Avenue from Spring Avenue to 950 feet southeast.
3.1%1; 15 years

PAVING IMPROVEMENT NO. 115

> East Avenue from C.S.A.H. 5 to 565 feet east of the east right-of-way line of C.S.A.H. 5.
3.1%1; 15 years

2020 MISCELLANEOUS UNPAID CHARGES

> Removal of Ice and Snow
> Removal of Solid Waste
> Removal of Noxious Weeds and Vegetation
> Street Lighting Special Service Charge
4.0%2; 1 year

REASSESSMENT OF CANCELLED ASSESSMENT FOR WATER MAIN IMPROVEMENT NO. 74-09

> A tract of land located in the Northeast Quarter of the Southwest Quarter south of I-90, Section 13-102-40, City of Worthington, Nobles County, Minnesota.
6.5%; 15 years3

ADDITIONAL ASSESSMENT FOR SANITARY SEWER IMPROVEMENT NO. 88

> A tract of land located in the Northeast Quarter of the Southwest Quarter south of I-90, Section 13-102-40, City of Worthington, Nobles County, Minnesota.
4.5%; 15 years 3

- Based on interest rate on PIR bonds
- Based on recommended policy for a minimum rate of 4% or current rate for improvement assessments, which ever is greater
- Based on interest rate and payback period established for assessment of original improvement

Mayor Kuhle asked if there was any testimony. Randy Thomspen, HRA Director, thanked Council and said East Avenue is now a quality street with the improvements and the assessment amount came in lower than expected and they do not have any vacancies at this time.

Dwayne Gruis stated that his property is no more valuable that it was five years ago but the upgrades are nice and there is better lighting.

Mr. Faragher said in regard to Paving Improvement No. 115, staff recommends that the assessable frontage for the 100' strip of former railroad right-of-way currently owned by Duane Gruis be reduced to zero due to the limited depth of the property and resulting uncertainty as to how the property may benefit from the nature of the interim improvement. The reduction of assessable

frontage will result in no assessments being levied against the property at this time. He noted, the City reserves the right to levy additional assessments should the property be developed in the future and/or assess for other street improvements. A hearing or hearings would be required before the City may levy such assessments in the future.

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

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

RESOLUTION NO. 2020-10-89

A RESOLUTION ADOPTING THE SPECIAL ASSESSMENT FOR SANITARY SEWER IMPROVEMENT NO. 113

(Refer to Resolution File for complete copy of Resolution)

RESOLUTION NO. 2020-10-90

A RESOLUTION ADOPTING THE SPECIAL ASSESSMENT FOR PAVING IMPROVEMENT NO. 115

(Refer to Resolution File for complete copy of Resolution)

RESOLUTION NO. 2020-10-91

A RESOLUTION ADOPTING THE SPECIAL ASSESSMENT FOR 2020 MISCELLANEOUS UNPAID CHARGES

(Refer to Resolution File for complete copy of Resolution)

RESOLUTION NO. 2020-10-92

A RESOLUTION ADOPTING THE ASSESSMENTS FOR THE REASSESSMENT OF WATER MAIN IMPROVEMENT NO. 74-09

(Refer to Resolution File for complete copy of Resolution)

RESOLUTION NO. 2020-10-93

A RESOLUTION ADOPTING THE ADDITIONAL ASSESSMENT FOR SANITARY SEWER IMPROVEMENT NO. 88

(Refer to Resolution File for complete copy of Resolution)

CONSENT AGENDA APPROVED

Council Member Ernst stated she does not think Council should approve a dock permit application in October, considering the time of year she doesn't think the payment should be accepted.

A motion was made by Council Member Oberloh, seconded by Council Member Jansen and unanimously carried to approve the consent agenda with the exception of the dock permit application.

- City Council Minutes of Regular Meeting of September 28, 2020
- Special City Council Minutes of October 7, 2020
- Special Joint Economic Development Authority/County Commissioners Meeting Minutes of September 30, 2020
- Water & Light Commission Minutes of September 21, 2020
- Planning Commission Minutes of September 1, 2020
- Convention & Visitors Bureau Minutes of August 26, 2020
- Bills payable and totaling \$1,251,267.31 be ordered paid

SET DATE AND TIME FOR CITY OF WORTHINGTON BOARD OF CANVASS APPROVED

Steve Robinson stated, in Section 2.05 of the Worthington City Charter states that "The City Council shall meet within three days after any city election and canvass the returns and declare the result thereof." Minnesota Statute sets the time period for the canvass of ballots as between the third and 10th day following the general election. The general election is on Tuesday, November 3rd, which means the Charter requires the canvass to be held on or between Wednesday, November 4th through Friday, November 6th. State Statute would require the canvass to be between Friday, November 6th and Thursday, November 19th. Mr. Robinson said the Nobles County Auditor/Treasurer's office will be counting mail in ballots until November 10th so formal results will not be available until November 11th. Staff is suggesting the City's Board of Canvass be scheduled for Friday, November 13, 2020, 9:00 a.m., in City Hall Council Chambers.

A motion was made by Council Member Ernst, seconded by Council Member Jansen and unanimously carried to set the Board of Canvass for Friday, November 13th, 9:00 a.m., in City Hall Council Chambers.

APPROVED FIELD HOUSE ENVIRONMENTAL OVERSIGHT PROFESSIONAL SERVICES AGREEMENT

Mr. Robinson stated Braun Intertec has been retained as the environmental consultant to assist in planning for the collaborative City/County/School District WELL project for redevelopment of the former Campbell Soup site. Their work included preparing a Response Action Plan (RAP) which outlines the necessary steps to manage potentially contaminated soils, groundwater, subsurface vapors, and other environmental issues affecting development of the site. The fees for their work were to be shared between the three entities based on the projected spaces each would occupy.

Mr. Robinson explained since the WELL project is no longer moving forward, the City is advancing with the sales tax funded Field House and Braun is continuing to work on behalf of the City in providing guidance to address potential contamination that may be encountered during construction. Braun has provided support to the project's architectural and engineering team and assisted in plan review and preparing construction specifications in accordance with Minnesota Pollution Control Agency (MPCA) stipulations.

The scope of work includes providing assistance to the design team, on site monitoring during demolition and construction phases, preparing a final documentation report to the MPCA, and assisting in securing final assurance letters from the MPCA.

Braun's work will be performed on a time and material basis for an estimated fee of \$34,480.

A motion was made by Council Member Harmon, seconded by Council Member Ernst and unanimously carried to approve the professional services agreement with Brau Intertec.

FITNESS COURT APPROVED

Mr. Robinson explained the expansion of the City's outdoor aquatic center will result in the removal of Minnesota West's outdoor physical training court. Minnesota West sought opportunities to replace the facility that could be used by students and the public alike. MN West received a \$30,000 grant from the National Fitness Campaign (NFC) for an outdoor body weight circuit training system

The total project cost is \$171,346 which is over the early estimated amount of \$160,000. Council approved a resolution at the January 27, 2020 meeting to act as the fiscal agent for the grant and project but since then The Chamber of Commerce has subsequently agreed to these roles. At that time, the City did not commit funding toward the project although it was noted that a request for assistance would be forthcoming.

Minnesota West submitted the following request to the City:

MN West is seeking partnership with the city of Worthington in replacing the current MN West Law

Enforcement Program's Challenge Course with a Fitness Court © located between the Administration Building and Health and Wellness Center. Fitness courts are built through a partnership with the National Fitness Campaign <https://nationalfitnesscampaign.com/about-us>. The National Fitness Campaign partners with schools and cities to offer no cost (to the users) facilities open to the public. The National Fitness Campaign also trains volunteers to run fitness programs open to the public. The National Fitness Campaign has \$30,000 grants available to their selected partners. Beginning last fall, MN West has been in contact with City Administrator, Steve Robinson, about the potential partnership between the City and the College in replacing the loss of the Challenge Course with a Fitness Court©. During this process, the National Fitness Campaign selected MN West as a partner site for a Fitness Court and awarded a \$30,000 grant towards the project. MN West has committed property for the location of the Fitness Court, \$50,000 towards construction and purchase and in-kind labor costs installation of the Fitness Court. Worthington Regional Health Care Foundation awarded a \$10,000 grant towards the project. MN West is seeking partnership with the city of Worthington in funding the remaining costs of the project.

Budget:

Fitness Court ©:	\$130,000
Concrete Pad:	\$11,046
Installation of Fitness Court:	\$19,500
Custom Wrap and Graphics:	\$10,000
Install Wrap:	<u>\$800</u>
Total:	\$171,346

Payments:

MN West

Concrete Pad:	(\$11,046)
Committed:	(\$38,954)

Grants:

NFC:	(\$40,000)
WRHCF	(\$10,000)

In-Kind:

MN West	(\$19,500)
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Remaining Balance: \$51,846

Mike Cumiskey, MN West Law Enforcement Program Coordinator, presented a video outlining the different workouts that will be available to do at the Fitness Court. He said the location of the Fitness Court would be directly west of the Administration building. The Court will also be open

to the public.

A motion was made by Council Member Oberloh, seconded by Council Member Harmon and unanimously carried to approve the donation to the Fitness court in the amount of \$51,846.00.

APPROVED TO AWARD BID FOR PHASE 1 CONSTRUCTION OF THE FIELD HOUSE PROJECT

Bids were received for Phase I of the Field House project on October 7, 2020. Six bids were received. Tri-State General Contracting of Jackson, MN was the low bidder with a bid of \$1,709,999.00, this is \$163,000 below the Architect's estimate of \$1.8734 million. The stipulated completion date is April 15, 2021.

A motion was made by Council Member Harmon, seconded by Council Member Ernst and unanimously carried to award the bid for Phase 1 of the Field House project to Tri-State General Contracting of Jackson, MN.

REFERRED DOWNTOWN PARKING REGULATIONS TO THE TRAFFIC & SAFETY COMMITTEE

Mr. Robinson explained Council has requested a discussion regarding parking regulations in the downtown area. Street parking in the downtown area is generally restricted to a 2-hour or 4-hour limit. No parking is allowed between 1:00 a.m. and 6:00 a.m. Enforcement is done by the Community Service Officers. A parking violation is a \$25 administrative fine.

Council Member Ernst stated that she asked for this to be added to the agenda because she received a complaint by someone that lives out of town, was having lunch at Phileo's and received a ticket. They did not know about the restricted parking so Ms. Ernst asked if this is what we wanted to send as a message to people visiting our community. Council Member Oberloh stated that this should be referred to the Traffic & Safety Committee for review as that is the process.

Council agreed and referred it to the Traffic and Safety Committee for their consideration and their recommendation will be forwarded to the Council for action.

INFORMATIONAL ITEM - NOBLES COUNTY BOARD OF CANVASS

Mayor Kuhle noted there was an informational item for Council on the agenda regarding the Nobles County Board of Canvass for the 2020 General Election.

CONDITIONAL USE PERMIT - STORAGE BUILDING AT 1791 DIAGONAL ROAD (CONNIE SCHMIDT) APPROVED

Jeremiah Cromie, City Planner, stated Connie Schmidt applied for a conditional use permit for a storage building located near 1791 Diagonal Road that Baxter Properties currently owns. Storage buildings that are not accessory to a business already located on the property are only permitted in a "B-3" District, the zoning of the subject property through the issuance of a conditional use permit. The legal description of the subject property under consideration is as follows:

That Part of the West Half of the Southeast Quarter of Section 15, Township 102 North, Range 40 West, City of Worthington, Nobles County, Minnesota described as follows:

Commencing at the Northeast corner of Lot 2, Block 2, Harchanko Development First Addition, according to the plat thereof; thence on an assumed bearing of South 0 degrees 58 minutes 56 seconds West, along the east line of said Lot 2, a distance of 205.31 feet to the point of beginning of the tract to be described; thence South 88 degrees 49 minutes 52 seconds East a distance of 220.59 feet to the centerline of C.S.A.H. No. 25 (formerly M.T.H. No. 266); thence southeasterly, along said centerline, an arc distance of 121.42 feet, along a nontangential curve, concave to the southwest, having a radius of 11459.16 feet, a central angle of 0 degrees 36 minutes 26 seconds and the chord of said curve is 121.42 feet and bears South 45 degrees 21 minutes 52 seconds East to the northerly extension of the west line of Lot 11 of Homewood Hills Subdivision of Lots 8 and 9, Block 3, Homewood Hills Third Addition and Block 3, Homewood Hills Fourth Addition, City of Worthington, according to the recorded plat thereof; thence South 2 degrees 04 minutes 52 seconds West, along the northerly extension of the west line of said Lot 11, a distance of 101.66 feet to the Northwest corner of Lot 11; thence South 43 degrees 34 minutes 44 seconds East, along the northeasterly line of said Lot 11, a distance of 10.00 feet to an iron monument; thence South 4 degrees 25 minutes 55 seconds West a distance of 174.36 feet to the Southwest corner of said Lot 11; thence North 88 degrees 49 minutes, 52 seconds West, along the north line of said Homewood Hills Subdivision, a distance of 424.90 feet to the southerly extension of the east line of Lot 2, Block 2, of said Harchanko Development First Addition; thence North 0 degrees 58 minutes 56 seconds East, along the southerly extension of said Lot 2, Block 2, a distance of 4.26 feet to the Southeast corner of said Lot 2, Block 2; thence continuing North 0 degrees 58 minutes 56 seconds East, along the east line of said Lot 2, Block 2, a distance of 190.74 feet to the point of beginning, containing 2.459 acres, subject to easements now of record in said county and state.

The Commission voted unanimously to approve the requested conditional use permit subject to the following conditions:

1. The applicant installs a gravel driveway to the storage building within one (1) year of receiving a building permit for the storage building;

2. The applicant and owner follow all applicable local, state and federal regulations; and
3. The site plan be in accordance with Exhibit 1D with the gravel driveway coming south and east on the property from where the current hard surface abuts the Public Right of Way.

A motion was made by Council Member Ernst, seconded by Council Member Janssen to approve the conditional use permit for the storage building at 1791 Diagonal Road - Connie Schmidt. Council Members voting in favor of the motion: Cummings, Ernst, Harmon, Janssen. Council Member Oberloh abstained from voting. Motion carried.

CONDITIONAL USE PERMIT - DANCE HALL/BALLROOM, 703 OXFORD STREET - LISBETH LERMA APPROVED

Mr. Cromie, stated Lizbeth Lerma has applied for a conditional use permit for a dance hall/ballroom on property she owns at 703 Oxford Street while using the existing buildings at 717 Oxford Street for storage. Dance Halls are only permitted in a “B-3” District, the zoning of the subject property, through the issuance of a conditional use permit. The legal description of the subject property under consideration is as follows:

Lot 3, Block 1, Prins Addition, City of Worthington, Nobles County, Minnesota

AND

Outlot 5 & the West 44 feet of Outlot 6, Auditors Outlots 1 to 12, City of Worthington, Nobles County, Minnesota.

The Commission voted unanimously to recommend the City Council approve the proposed conditional use permit subject to the following conditions:

1. The parking plan for the site be as shown in Exhibit 2D except for providing 1 loading space. Any change of the parking plan must be approved by the zoning administrator. All parking stalls and access drives shall be hard surfaced and maintain visible striping delineating the parking. All parking spaces and access drives must be installed within 1 year of receiving a building permit for renovations to the building;
2. The storage buildings on the 717 Oxford Street property (PIN 31-0639-000) must remain storage unless adequate off-street parking be made on site for a different use;
3. There shall be no parking on any public right of way, including Oxford Street;
4. The owner shall terminate the ingress/egress easement seen in Recorded Document #247645 in Nobles County;
5. The applicant/owner shall obtain a liquor license and public dance license from the City in addition to all applicable required state and federal permitting requirements;

- and
6. The applicant and owner shall follow all applicable local, state and federal regulations.

A motion was made by Council Member Cummings, seconded by Council Member Ernst and unanimously carried to approve the Conditional Use Permit for the Dance Hall/Ballroom, 703 Oxford Street - Lisbeth Lerma.

FIRST READING PROPOSED ORDINANCE TO AMEND TITLE XV OF THE CITY CODE OF THE CITY OF WORTHINGTON, NOBLES COUNTY, MINNESOTA - PLANNED UNIT DEVELOPMENT (PUD AMENDMENT - TEXT AMENDMENT TO PUD 7 (CITY OF WORTHINGTON)

Mr. Cromie, stated the City of Worthington is considering a text amendment to Planned Unit Development #7. At the August 4, 2020 meeting, staff brought up a proposal to include more land uses that could be put in PUD #7, better known as the bioscience park.

The Commission voted 5-1 to recommend approval of the proposed plan unit development text amendment. The only change from the original proposed text amendment was to make the land use of hospitals allowed with a conditional use permit. Their decision was based on the discussion of the proposed land uses at the meeting and the following:

The land uses to be included in the PUD were mostly related to commercial uses allowed in a “B-3” district minus storage units and auto repair facilities. There was general consensus from the planning commission to move forward with this and get input from the surrounding businesses. Staff has got a hold of a few of the businesses in the bioscience park and they have indicated they do not have any problems with it. There is also a business who is interested in splitting up property but currently can’t do so because the zoning says parking must be at least 5 feet away from all property lines. Staff does not see an issue of allowing parking to the property lines if part of a shared parking agreement.

A motion was made by Council Member Ernst, seconded by Council Member Harmon and unanimously carried to give a first reading to the proposed ordinance.

FIRST READING PROPOSED ORDINANCE TO AMEND WORTHINGTON CITY CODE TITLE XI, CHAPTER 113: PEDDLERS, SOLICITORS AND TRANSIENT MERCHANTS TO INCLUDE MOBILE FOOD UNITS WITH VARIOUS RESTRICTIONS

Mr. Cromie, stated the City of Worthington is considering amending Chapter 113 to include mobile food units (food trucks). The Commission held a public hearing and discussed the matter of the proposed text amendment at their October 6, 2020 meeting. The Commission voted unanimously

to approve the proposed text amendment ordinance. Mr. Cromie explained the only change from the original was to make the prohibited noise attention in section 113 be subject to the City's Performance Standards.

Mr. Cromie said at the August 24, 2020 City Council meeting, Council passed ordinance number 1161 that temporarily banned semi-permanent restaurants and new user transient merchant permits. He said staff has reviewed the Cities of Delano, Hopkins, and Alexandria Minnesota along with a few others for their codes regarding codes related to mobile food units. Mr. Cromie stated that currently food trucks need to get Transient Merchant License which is good for 21 days, they have to be on hard surface and have permission from the property owner. Including Mobile Food Units would allow for a Seasonal permit from March 1st - October 31st with a proposed rate of \$500.00. This would also allow them to remain in one location for the season.

Council Member Cummings said he does not see the revolence of including Pioneer Village as they are privately owned. Mr. Cromie said it could be changed to exclude Pioneer Village. He noted that food trucks will be allowed in the public right of way for City events. The City attorney has reviewed the proposed language and his comments have already been addressed in the proposed ordinance.

A motion was made by Council Member Ernst, seconded by Council Member Cummings and unanimously carried to give a first reading to the proposed ordinance as presented.

TABLED PROPOSED ORDINANCE TO AMEND WORTHINGTON CITY CODE TITLE IX AND XV, CHAPTERS 92, 97, 99 AND 155 REGARDING INOPERABLE VEHICLES AND NUISANCES CREATED AUTO REPAIR SHOPS

Mr. Cromie stated the City of Worthington is considering a text amendment to chapters 92, 97, 99 and 155 of the code to address inoperable vehicles and in particular inoperable vehicles at auto repair shops that are creating a nuisance. A public hearing was held by the Planning Commission on October 6, 2020. The Commission voted unanimously to approve the proposed text amendment ordinance. The only difference from the original proposed suggestions was to change one of the inoperable vehicle definitions to include a license that is 90 days past the required renewal date rather than the original 30 days. Mr. Cromie stated staff drafted an ordinance that would change sections of City Code Chapters 92: Health and Safety; Nuisances, Chapter 97: Abandoned and Inoperable Vehicles, Chapter 99: Outside Parking of Vehicles and Chapter 155: Zoning to address auto repair shops and inoperable vehicles to make it more easily enforceable to clean up problem properties. Mr. Cromie explained a 6 foot fence would have to be constructed and not more than four inoperable vehicles with a 90 day past due license could be stored behind the fence. Mr. Cromie also said that any new auto repair shop would have to get a Conditional Use Permit which would help in where they will be able to be located. He noted the City attorney has reviewed the proposed changes.

Council Member Oberloh stated there is a State ordinance regarding inoperable vehicles and asked if that should be used within the new ordinance. Mr. Cromie said he had contacted the MNDOT and was told that program enforcement at the state level is not being funded but they would stand behind cities local city ordinances. Council Member Oberloh said he thinks it would be beneficial to have the wording from the State ordinance included in our ordinance and asked if Jeff Flynn, Assistant City Attorney, agreed. Mr. Flynn, stated he was not familiar with the State ordinance and would have to research it before he could comment. After continued discussion Council Member Oberloh stated that he thinks that 6 inoperable cars would be more of an accurate number instead of the proposed 4.

A motion was made by Council Member Cummings, seconded by Council Member Ernst to change the number of allowed inoperable cars from 4 to 6 and add the state statute. Mr. Flynn stated he would suggest that he look at the state statute before it is added into the ordinance. Council Member Cummings rescinded his motion. A motion was made by Council Member Jansen, seconded by Council Member Ernst and unanimously carried to table the first reading.

FINAL PLAT - DK ADDITION (DK BUILDINGS) APPROVED

Jeremiah Cromie, City Planner stated DK Buildings is seeking final plat approval for the DK Addition on East Avenue. The plat consists of 6 lots that will likely be single family homes with an option for a twin home on 3 of the lots. All required improvements have now been installed for the development. Mr. Cromie said since there are no changes from the preliminary plat, it does not require Planning Commission review and staff would recommend approving the final plat subject to the following conditions:

1. The developer records and returns a copy of the recorded plat to the City within 30 days of having the plat recorded.
2. Watershed permits or a Stormwater Pollution Prevention Plan (SWPPP) will be required before the construction of any buildings on the lots; and
3. The applicant and owner follow all applicable local, state and federal regulations.

The motion was made by Council Member Cummings, seconded by Council Member Jansen and unanimously carried to approve the final plat for the DK Addition.

ORDINANCE NO. 1162 INTERIM ORDINANCE ESTABLISHING A MORATORIUM TEMPORARILY PROHIBITING NON-PROFIT LAND USES IN COMMERCIAL ZONING DISTRICTS

Jason Brisson, Assistant City Administrator/Director of Economic Development, stated the City Council passed an interim ordinance temporarily prohibiting nonprofit land uses in commercial

zoning districts at the September 28, 2020 meeting.

Mr. Brisson explained the effect of the proposed ordinance would temporarily prevent nonprofit land uses in commercial zoning districts in the City for a period of up to one year to allow City staff time to study the issue and propose any necessary changes to the City Zoning Ordinance to protect the health, safety, and welfare of the City of Worthington. The ordinance could be rescinded at any time. Council Member Ernst asked how long the study would take, Mr. Brisson stated staff would come to a determination as soon as possible. Mr. Robinson stated that since it prohibits all commercial zoning it has a shutdown effect on all development so staff will move quickly.

Mr. Brisson said when a conditional use permit application is received, the city has 60 days to complete the process according to state law, which only gives staff a short time to do any research. By passing the interim ordinance it gives staff the time that is needed to do the research and possibly change the zoning ordinance in which non-profits could operate within commercial districts. Mr. Brisson said there are some concerns that council is blurring their legislative actions versus administrative actions. His suggestion is to do the study and it may be in the city's best interest to label non-profits more specifically in the zoning ordinance.

A motion was made by Council Member Jansen, seconded by Council Member Harmon to approve the Interim Ordinance Establishing a Moratorium Temporarily Prohibiting Non-Profit Land Uses in Commercial Zoning Districts. Those voting in favor of the motion: Cummings, Harmon, Jansen. Those voting against the same motion: Oberloh and Ernst. Motion passed.

COUNCIL COMMITTEE REPORTS

Mayor Kuhle - The Tenth Avenue bridge turned out really nice.

Council Member Jansen - No report.

Council Member Oberloh - No report.

Council Member Cummings - No report.

Council Member Ernst - No report.

Council Member Harmon - Attended a Water & Light Commission meeting, also attended a Center for Active Living Committee meeting, the committee will also have 2 openings for new members.

Cheniqua Johnson - Thanked everyone involved in the Serology testing, they had approximately 1700 people participate.

CITY ADMINISTRATOR'S REPORT

Mr. Robinson stated the bond rating call went well, the rating will be received on October 23rd and the bond sale will start on October 26th. The City has spent \$255,000.00 of the CARES ACT money that was received and still has a balance of \$62,000. The second round of the grant program will end on October 16th, so far the response has not been as great as the first round.

Worthington City Council
Regular Meeting, October 12, 2020
Page 15

ADJOURNMENT

The motion was made by Council Member Oberloh, seconded by Council Member Cummings and unanimously carried to adjourn the meeting at 9:07 p.m.

Mindy L. Eggers, MCMC
City Clerk

Heron Lake Watershed District (HLWD)
 Regular Meeting
 August 19, 2020

1. Call to Order

Wayne Rasche called the meeting to order immediately following the budget hearing at 8:31 a.m. Pursuant to Minnesota Statutes § 13D.021, subdivision 1, due to the COVID-19 pandemic, the HLWD meeting was held by teleconference. All managers and staff attended in person, while others participated by telephone.

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

Others: Justin Ahlers, Nobles County; Jim Eigenberg, Jackson County; and Julie Blackburn, ISG

2. Agenda

Harvey Kruger made a motion to approve the agenda. Wayne Rasche seconded this. Motion carried unanimously.

3. Summary

Jan Voit read the summary of the performance reviews for the District Administrator and Watershed Technician.

4. 2021 Levy for General Operating Purposes and Liability Insurance

Discussion was held regarding the additional liability insurance levy. This information was presented to the Board of Managers (Board) of the HLWD at the July meeting and approved. The hearing notice contained the proposed general operating levy of \$250,000 and \$4,200 for liability insurance.

Harvey Kruger made the following motion.

Whereas, the Board of the HLWD have had a hearing on its proposed budget for the year 2021, after publication thereof, and have heard all persons interested therein,

Now, therefore, be it resolved that a mill rate sufficient to produce \$254,200.00 be levied upon all taxable property in the Heron Lake Watershed District, situated in the Counties of Cottonwood, Jackson, Murray, and Nobles for the year 2021, for the purpose of the General Operating Levy pursuant to Minnesota Statutes § 103D.905 Subd. 3 and Minnesota Statutes 466.06. The Secretary be and he here is advised and directed to certify this levy to the County Auditor of the said Counties. Bruce Leinen seconded the motion.

Discussion was held regarding the possibility of adding the \$4,200 for liability insurance, resolutions to the Minnesota Association of Watershed Districts because of the need for additional funds for general operations, levying funds to repair and maintain existing HLWD properties, and covering the costs with funds from the HLWD savings account. In favor: Kruger. Opposed: Bartosh, Leinen, Rasche, and Reith. Motion failed.

Wayne Rasche made the following motion.

Whereas, the Board of the HLWD have had a hearing on its proposed budget for the year 2021, after publication thereof, and have heard all persons interested therein,

Now, therefore, be it resolved that a mill rate sufficient to produce \$250,000.00 be levied upon all taxable property in the Heron Lake Watershed District, situated in the Counties of Cottonwood, Jackson, Murray, and Nobles for the year 2021, for the purpose of the General Operating Levy pursuant to Minnesota Statutes § 103D.905 Subd. 3 and Minnesota Statutes

466.06. The Secretary be and he here is advised and directed to certify this levy to the County Auditor of the said Counties. Mark Bartosh seconded the motion.

Discussion was held regarding the ability to do extra levies for repairs such as are needed for the structure in Section 21 of Seward Township. This may be an option in the future. It was also suggested to look for grant funds for the repair. Motion carried unanimously.

5. Minutes

Harvey Kruger made a motion to approve the minutes of the Jackson County Judicial Ditch (JD) 14 Continued Final Hearing, JD 36 Preliminary Hearing, HLWD Project 2 Reestablishment of Records Hearing, and the July 15 regular meeting. Cory Reith seconded this. Motion carried unanimously.

6. Treasurer's Report

Jan Voit presented the treasurer's report and bills payable. A question was asked regarding the cost-share payments for the pollinator partnership grant. The cost-share payment is 90 percent, not to exceed \$450.00. Mark Bartosh made a motion to approve the treasurer's report and pay the bills. Bruce Leinen seconded this. Motion carried unanimously.

7. Entity Authorization and Authorizing Signatures of Account Holders at Currie State Bank

Jan Voit explained that a motion is needed to designate authorized signatures on HLWD accounts. Bruce Leinen made a motion to designate Wayne Rasche, Bruce Leinen, Mark Bartosh, and Jan Voit as authorized signatures on HLWD accounts. Cory Reith seconded this. Motion carried unanimously.

8. Findings of Fact and Final Order Establishing Jackson County JD 14 Improvement

Jan Voit explained that this document was drafted by Bruce Sellers and approved by Louis Smith. Approving the order moves the project forward to the bidding process once the 30-day appeal period is over. Harvey Kruger made a motion to approve the Findings of Fact and Final Order Establishing Jackson County JD 14 Improvement. Bruce Leinen seconded this. Motion carried unanimously. A copy of the Findings of Fact and Final Order is included with the minutes and incorporated by reference.

9. Findings and Order for Continued Proceedings for Jackson County JD 36

Jan Voit explained that she drafted the findings and order. The document was approved by Louis Smith. Bruce Leinen made a motion to approve the Findings and Order for Continued Proceedings for Jackson County JD 36, Cory Reith seconded this. Motion carried unanimously. A copy of the Findings and Order for Continued Proceedings is included with the minutes and incorporated by reference.

10. Order Authorizing Engineer's Final Report for Jackson County JD 36

Jan Voit explained that she drafted the order. The document was approved by Louis Smith. There was an error regarding the date and the ditch number. Those will be corrected. Harvey Kruger made a motion to approve the Order Authorizing Engineer's Final Report for Jackson County JD 36 with corrections. Bruce Leinen seconded this. Motion carried unanimously. A copy of the Order Authorizing Engineer's Final Report is included with the minutes and incorporated by reference.

11. Order Appointing Viewers for Jackson County JD 36

Jan Voit explained that she drafted the order. The order was approved by Louis Smith. She contacted H2Over Viewers to get an estimate for viewing. The estimated cost is \$12,500. The amount could be less if they were able to coordinate their attendance at meetings or viewing in conjunction with other projects. There are built-in costs that cannot be reduced. Discussion was

held regarding coordinating with H2Over Viewers and ISG to possibly reduce the cost. The HLWD has not received any reports from H2Over Viewers yet, so there is nothing to compare to other viewing teams. H2Over Viewers were hired for the JD 3 project because it seemed that the way they did things was simpler and easier to understand. Bryan Murphy, Shantel Hecht, and Larry Murphy are the viewers that comprise H2Over Viewers and are appointed in the order. Harvey Kruger made a motion to approve the Order Appointing Viewers for Jackson County JD 36. Bruce Leinen seconded this. Motion carried unanimously. A copy of the Order Appointing Viewers is included with the minutes and incorporated by reference.

12. Jackson County Ditch 3 Change Order 3

Jan Voit explained that it was brought to ISG's attention that the grass swale on the Gilbert Post property in Section 2 of Ewington Township was not private, but that it was enrolled in the Conservation Reserve Program (CRP). The landowner did not inform ISG of this until after construction had occurred. The swale has to be reseeded. Discussion was held regarding whether the costs should be paid by the ditch owners or the engineering company, if it is the property owner's responsibility to inform the engineer, where the swale is located, unit price, and how exactly this happened.

Mark Bartosh made a motion to table the decision pending the gathering of more information. Wayne Rasche seconded this. Further discussion was held regarding the lack of available information, criteria for future occurrences, high cost of the CRP seed mix, location, whether the area would have been destroyed even if it was cropland, how many more years is the location in CRP, could tile have been laid beside the swale, and who's responsibility is it to figure this out. Motion carried unanimously.

13. Petition for the Improvement of JD 3 Lateral A and Order Appointing Engineer

Jan Voit reported that Louis Smith has reviewed the petition, bond, and supporting documentation. The petition meets legal requirements. A motion is needed to accept the petition and approve the Order Appointing Engineer. Discussion was held regarding the viewing process and separable maintenance. Bruce Leinen made a motion to accept the Petition for the Improvement of JD 3 Lateral A and approve the Order Appointing Engineer. Wayne Rasche seconded this. Motion carried unanimously. A copy of the Order Appointing Engineer is included with the minutes and incorporated by reference.

14. Petition for the Improvement of JD 3 Lateral A1 and Order Appointing Engineer

Jan Voit reported that Louis Smith has reviewed the petition, bond, and supporting documentation. The petition meets legal requirements. Harvey Kruger made a motion to accept the Petition for the Improvement of JD 3 Lateral A1 and approve the Order Appointing Engineer. Mark Bartosh seconded this. Motion carried unanimously. A copy of the Order Appointing Engineer is included with the minutes and incorporated by reference.

15. Petition for the Improvement of JD 3 Lateral C and Order Appointing Engineer

Jan Voit reported that Louis Smith has reviewed the petition, bond, and supporting documentation. The petition meets legal requirements. Wayne Rasche made a motion to accept the Petition for the Improvement of JD 3 Lateral C and approve the Order Appointing Engineer. Cory Reith seconded this. Motion carried unanimously. A copy of the Order Appointing Engineer is included with the minutes and incorporated by reference.

16. Petition for the Improvement of JD 3 Lateral O3 and Order Appointing Engineer

Jan Voit reported that Louis Smith has reviewed the petition, bond, and supporting documentation. The petition meets legal requirements. Harvey Kruger made a motion to accept the Petition for the Improvement of JD 3 Lateral O3 and approve the Order Appointing

Engineer. Bruce Leinen seconded this. Motion carried unanimously. A copy of the Order Appointing Engineer is included with the minutes and incorporated by reference.

17. Petition for the Improvement of JD 3 Lateral S4 and Order Appointing Engineer

Jan Voit reported that Louis Smith has reviewed the petition, bond, and supporting documentation. The petition meets legal requirements. Bruce Leinen made a motion to accept the Petition for the Improvement of JD 3 Lateral S4 and approve the Order Appointing Engineer. Cory Reith seconded this. Motion carried unanimously. A copy of the Order Appointing Engineer is included with the minutes and incorporated by reference.

18. Lines of Credit for Laterals A, A1, C, O3, and S4

Jan Voit reported that ISG provided estimated costs for these projects. They are as follows: Lateral A - \$86,000; Lateral A1 - \$48,000; Lateral C - \$60,000; Lateral O3 - \$20,000; and Lateral S4 - \$130,000. She provided the cost information to Currie State Bank (CSB), but did not ask about the interest rate. Bruce Leinen made a motion to authorize Jan Voit to work with CSB to establish lines of credit for these petitioned projects. Harvey Kruger seconded this. Motion carried unanimously.

19. Heron Lake Area Conservation Partnership (HLACP) Conservation Technician

Jan Voit explained that interviews were held on August 12. References were checked. The committee recommends hiring Davis Harder. She explained wages and benefits and the probation period. Harvey Kruger described the interview process.

The grant budget includes leasing a vehicle. Extensive discussion was held regarding the possibility of purchasing a vehicle and leasing it to the Conservation Technician. It is unknown if this would be allowed. It was suggested to get lease quotes and wait until the September meeting to make a decision.

State bid pricing for county, city, and school district vehicles was discussed, as well as checking with the counties within the watershed district to see if they have vehicles for sale. On August 18, Jackson County purchased an Equinox from ASA for the drainage coordinator and assessor at a cost of \$27,000. There is a vehicle shortage and Jackson County could not get one through the state process.

Harvey Kruger made a motion to hire Davis Harder for the Conservation Technician position. Bruce Leinen seconded this. Motion carried unanimously.

20. Flood Storage Projects

Information from the HLWD Watershed Management Plan (WMP), Houston Engineering, Inc. and ISG was provided to managers in the meeting packet. Jan Voit provided two handouts that she created. The first was a side by side comparison of the services that would be provided and the costs involved with each engineering firm. The second was a table containing a summary of the statutory options that were outlined in the HLWD WMP.

Discussion was held regarding the following topics.

- Jack Creek Project. It was clarified that none of the current board members were serving the HLWD when the Jack Creek project was first proposed. In 2013, three managers were in favor of proceeding with the feasibility study. The two Jackson County managers were opposed to the project because they did not believe there were measurable benefits.
- Flood storage project initiation. Managers have suggested to staff many times that flood storage projects should be pursued with a focus in the upper watershed. Staff contacted engineering firms at the direction of the Board. This was done to provide financial information about the costs of a feasibility study, so the Board could make a

decision about whether or not to move forward. The costs for a feasibility study would have to be paid by levying in addition to the general operating levy. The information obtained through a feasibility study is necessary in order to draft a grant application. No projects can be done without willing landowners.

- Statutory funding options. The information provided to managers about statutory funding options was taken directly from the HLWD WMP. Jan Voit put together the summary table. Legal counsel did not develop this information.
- Project types. It was explained that the Lessard-Sams Outdoor Heritage Council (LSOHC) grant funds wetland restoration and upland habitat improvement projects. It does not fund flood storage projects or dry dams that hold water and slowly release it. Those types of project would have to be pursued through statutory funding mechanisms or possibly grant funds. Discussion was held regarding the benefits of small holding areas scattered throughout the watershed, wetlands, off channel storage for flood control, and storage properties of corn versus grasses in wetland and upland habitat. For those types of projects there is almost always the need for a structure, which needs maintenance and considerations for who controls the structure.
- Heron Meadows. The Heron Meadows project entailed modifying an existing levee, constructing an outlet channel, and placement of riprap within the Valleeau Wildlife Management Area. It is an overflow/floodplain waterway on a secondary channel of Jack Creek.
- Department of Natural Resources (DNR) land ownership. There is a lot of land in the watershed that is owned by the DNR. Commissioner Ahlers stated that commissioners do not want land going to the DNR, Pheasants Forever, or US Fish and Wildlife Service in Nobles County. The commissioners believe that the funds paid in lieu of taxes are not helpful for the local economy.
- Education. Watershed landowners need more education about the different things needed to hold water: strip till, no till, cover crops, terraces, and other best management practices (BMPs). It was the opinion of Manager Rasche that the HLWD has been doing this for years and perhaps education was at its maximum.
- Cost-share and incentive funds. It was Manager Rasche's opinion that projects should be done by landowners with the HLWD providing them an incentive. Then the landowners have the responsibility of owning the land and maintaining it. This scenario provides an opportunity to partner with landowners, state, and federal sources. The HLWD could make up a small percentage of the cost at the end. It was explained that the HLWD has done this in the past with grant funds. Providing incentives with grant funds is only possible if the funds are for added benefit above and beyond what the project itself provides. Cost-share could be provided through a grant. However, before an application can be submitted, willing landowner(s), project costs, and pollutant reductions need to be known.
- Side inlets on ditches and streams. Discussion was held regarding side inlets in drainage improvement projects. These projects hold water in the field for a couple of days, but release the water before there is crop damage. The Board members believed there are many locations in the watershed where these could be installed. It was noted that the HLWD has funds for some side inlets through multi-purpose drainage management grants, but not with funding through the HLWD general operating levy.
- Grant sponsors. It was the opinion of Manager Bartosh that education needs to be done with LSOHC so that funds can be used for BMPs, not land acquisition or easements. It was explained that the funds the LSOHC oversees are part of the three-eighths of one

percent sales tax that was enacted through a constitutional amendment. The funds cannot be used for anything other than what is specifically designated.

- Board's opinion. Much discussion was held regarding timing, cost, owning land and maintenance issues, taxpayer commitment, and funding. It was Manager Bartosh's opinion that this is not the right time to pursue flood storage projects given the other things we have going on. It was also his opinion that the Board is not prepared to interview engineering firms. It was Manager Rasche's opinion that if the Board is not committed to increasing the tax levy, there is not a lot of sense in wasting time on pursuing flood storage projects.

Mark Bartosh made a motion to take the information under advisement for future consideration. Bruce Leinen seconded this. Motion carried unanimously.

21. Reports

District Administrator

Jan Voit reported on the Heron Lake Phosphorus Reduction Project 3, Heron Lake Phosphorus Reduction 2 Final Report, financial newsletter, summer intern, website, South Heron Lake Total Maximum Daily Load Implementation grant semi-annual report, ISG's agricultural drainage workshop, pollinator gardens, JD 3 laterals, Drainage Work Group meeting, flood storage projects, and the HLACP.

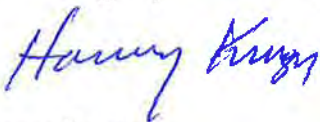
Watershed Technician

Jan Voit provided an update on behalf of Catherine Wegehaupt. This included information about water sampling, Minnesota Department of Agriculture cover crop research grant, Minnesota Conservation Corps shoreline restoration efforts, Seward 21, Lawns 2 Legumes grant, and the Fulda pond cleanout project.

Commissioner Eigenberg asked if the HLWD had expenses related to COVID-19 and if it had been considering applying for CARES money. This would include masks and sanitizers or costs of interrupted business. Commissioner Ahlers stated that Nobles County only offers this for small businesses. The CARES program ends November 15.

22. Adjournment

The meeting adjourned at 10:33 a.m.



Harvey Kruger
Secretary

CITY OF WORTHINGTON, MINNESOTA

EXHIBIT 1

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

	2020			Variance Favorable (Unfavorable)	2019 Actual
	12 Months Budget	9 Months Budget	Actual		
REVENUES					
Taxes	\$ 1,724,058	\$ 1,293,044	\$ 1,022,239	\$ (270,805) *	\$ 867,844
Licenses and permits	253,300	189,975	287,024	97,049	257,377
Intergovernmental revenue	3,928,042	2,946,032	3,151,815	205,783 *	2,178,524
Charges for services	344,532	258,399	275,006	16,607	334,131
Fines and forfeits	60,000	45,000	29,304	(15,696)	44,551
Miscellaneous revenue	190,589	142,942	89,594	(53,348)	69,191
TOTAL REVENUES	\$ 6,500,521	\$ 4,875,392	\$ 4,854,982	\$ (20,410)	\$ 3,751,618
OTHER SOURCES					
Sale of fixed assets	-	-	7,300	7,300	17,591
Operating transfer-in	1,254,174	940,631	930,048	(10,583)	945,209
TOTAL REVENUES AND OTHER SOURCES	\$ 7,754,695	\$ 5,816,023	\$ 5,792,330	\$ (23,693)	\$ 4,714,418
EXPENDITURES					
General government	\$ 1,994,907	\$ 1,560,684	\$ 1,663,725	\$ (103,041)	\$ 1,276,615
Public safety	4,586,157	3,532,996	3,258,585	274,411	3,450,105
Public works	863,065	647,300	635,592	11,708	2,478,389
Culture and recreation	115,400	86,550	63,478	23,072	72,318
Conservation and development	79,424	59,569	100,708	(41,139)	37,269
TOTAL EXPENDITURES	\$ 7,638,953	\$ 5,887,099	\$ 5,722,088	\$ 165,011	\$ 7,314,696
OTHER USES					
Operating transfer-out	45,409	45,409	743,057	(697,648)	33,488
TOTAL EXPENDITURES AND OTHER USES	\$ 7,684,362	\$ 5,932,508	\$ 6,465,145	\$ (532,637)	\$ 7,348,184
REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES	\$ 70,333	\$ (116,485)	\$ (672,815)	\$ (556,330)	\$ (2,633,766)

Notes:

2020 actual versus 2019 actual variance explanations:

Intergovernmental revenue difference due to amount of Fire Department grant received in 2019 versus 2020.

Public safety expenditure difference due to capital outlay for fire truck purchased in 2019 not in 2020.

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

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

CITY OF WORTHINGTON, MINNESOTA

EXHIBIT 2

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

	2020			
	9 Months Budget	Actual	Variance Favorable (Unfavorable)	2019 Actual
Taxes				
Property taxes ¹	\$ 1,291,544	\$ 934,010	\$ (357,534)	\$ 866,423
Lodging taxes	-	87,153	87,153	1,347
Gambling taxes	1,500	1,076	(424)	74
Total taxes	\$ 1,293,044	\$ 1,022,239	\$ (270,805)	\$ 867,844
Licenses and permits				
Alcoholic beverage license	\$ 33,000	\$ 26,600	\$ (6,400)	\$ 36,058
Other business licenses and permits	3,000	3,140	140	3,300
Building permits	105,000	217,138	112,138	173,057
Plumbing/mechanical permits	4,500	4,600	100	4,369
Misc development permits	225	310	85	385
Zoning fees	3,000	3,036	36	6,324
Gas franchise fees ²	41,250	32,200	(9,050)	33,884
Total licenses and permits	\$ 189,975	\$ 287,024	\$ 97,049	\$ 257,377
Intergovernmental revenue				
Federal grants				
Police	\$ 52,500	\$ 3,808	\$ (48,692)	\$ -
Fire	-	-	-	335,474
Public works	-	-	-	49,842
CARES Act	-	1,017,847	1,017,847	-
State grants				
Local government aid ¹	2,578,532	1,722,095	(856,437)	1,639,235
Other	94,500	114,825	20,325	153,973
State shared				
Insurance premium tax-fire ³	54,000	73,866	19,866	-
Insurance premium tax-police ³	151,500	217,374	65,874	-
County aid				
Highway grants	15,000	-	(15,000)	-
Other local grants	-	2,000	2,000	-
Total intergovernmental revenue	\$ 2,946,032	\$ 3,151,815	\$ 205,783	\$ 2,178,524
Charges for services				
General government ⁴	\$ 161,274	\$ 169,292	\$ 8,018	\$ 201,810
Public safety	36,225	52,331	16,106	47,329
Highways and streets	17,400	9,131	(8,269)	17,992
Sanitation	34,125	40,578	6,453	55,837
Recreation	9,375	3,674	(5,701)	11,163
Total charges for services	\$ 258,399	\$ 275,006	\$ 16,607	\$ 334,131
Fines and forfeits				
Court fines and forfeitures	\$ 45,000	\$ 29,304	\$ (15,696)	\$ 44,551
Total fines and forfeits	\$ 45,000	\$ 29,304	\$ (15,696)	\$ 44,551

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

²Received quarterly

³Received in September/October

⁴Timing of Engineering Surcharge

(Continued)

CITY OF WORTHINGTON, MINNESOTA

(Continued)

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

	2020		
	9 Months Budget	Actual	Variance Favorable (Unfavorable)
			2019 Actual
Miscellaneous revenue			
Special assessments	\$ -	\$ 20	\$ 20
Interest earnings-regular ⁵	46,276	21,288	(24,988)
Interest earnings-loans ⁶	45,380	262	(45,118)
Rents	863	27,968	27,105
Other revenues	47,723	35,312	(12,411)
Contributions/donations	2,700	4,744	2,044
Total miscellaneous revenue	\$ 142,942	\$ 89,594	\$ (53,348)
Total revenue	\$ 4,875,392	\$ 4,854,982	\$ (20,410)
Other sources			
Sale of fixed assets	\$ -	\$ 7,300	\$ 7,300
Operating transfer-in			
Electric Fund	546,881	535,498	(11,383)
Liquor Fund	206,250	206,253	3
Other*	187,500	188,297	797
Residual equity transfer-in	-	-	-
Total other sources	\$ 940,631	\$ 937,348	\$ (3,283)
Total revenue and other sources	\$ 5,816,023	\$ 5,792,330	\$ (23,693)

⁵First six months share recorded in July and last six months recorded in December⁶Majority of loan interest recorded in December

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

(Continued)

CITY OF WORTHINGTON, MINNESOTA

EXHIBIT 2

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

	2020		Variance Favorable (Unfavorable)	2019 Actual
	9 Months Budget	Actual		
General government				
Mayor and council				
Personnel services	\$ 56,073	\$ 42,438	\$ 13,635	\$ 46,718
Supplies	375	81	294	397
Other services and charges	10,838	2,249	8,589	11,054
Total mayor and council	\$ 67,286	\$ 44,768	\$ 22,518	\$ 58,169
Administration				
Personnel services	\$ 133,622	\$ 126,092	\$ 7,530	\$ 121,188
Supplies	1,125	207	918	390
Other services and charges	11,738	7,528	4,210	11,434
Total administration	\$ 146,485	\$ 133,827	\$ 12,658	\$ 133,012
Clerk's office and elections				
Personnel services	\$ 134,450	\$ 117,132	\$ 17,318	\$ 147,713
Supplies	3,956	7,290	(3,334)	1,420
Other services and charges	22,474	14,824	7,650	17,695
Total clerk's office and elections	\$ 160,880	\$ 139,246	\$ 21,634	\$ 166,828
Finance				
Personnel services	\$ 151,646	\$ 143,383	\$ 8,263	\$ 137,716
Supplies	1,500	1,897	(397)	962
Other services and charges	79,713	75,560	4,153	74,188
Total finance	\$ 232,859	\$ 220,840	\$ 12,019	\$ 212,866
Assessing				
Other services and charges ⁷	\$ 64,500	\$ 84,150	\$ (19,650)	\$ -
Total assessing	\$ 64,500	\$ 84,150	\$ (19,650)	\$ -
Legal				
Other services and charges	\$ 30,000	\$ 16,518	\$ 13,482	\$ 20,207
Total legal	\$ 30,000	\$ 16,518	\$ 13,482	\$ 20,207
Engineering				
Personnel services	\$ 245,290	\$ 235,345	\$ 9,945	\$ 157,195
Supplies	7,688	1,505	6,183	4,351
Other services and charges	20,468	16,128	4,340	17,814
Capital outlay	22,500	5,909	16,591	335
Total engineering	\$ 295,946	\$ 258,887	\$ 37,059	\$ 179,695

⁷Variance due to 2019 Assessing charges billed in 2020.

(Continued)

CITY OF WORTHINGTON, MINNESOTA

(Continued)

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

	2020		Variance Favorable (Unfavorable)	2019 Actual
	9 Months Budget	Actual		
Community & economic development				
Personnel services	\$ 307,468	\$ 281,075	\$ 26,393	\$ 240,473
Supplies	4,838	3,506	1,332	4,916
Other services and charges	130,111	25,355	104,756	38,640
Total community & economic development	\$ 442,417	\$ 309,936	\$ 132,481	\$ 284,029
General government buildings				
Personnel services	\$ -	\$ 603	\$ (603)	\$ 546
Supplies	2,100	2,987	(887)	1,613
Other services and charges ⁸	46,856	227,746	(180,890)	57,781
Total general government buildings	\$ 48,956	\$ 231,336	\$ (182,380)	\$ 59,940
Other general government				
Other services and charges ⁹	\$ 71,355	\$ 220,770	\$ (149,415)	\$ 161,869
Capital outlay	-	3,447	(3,447)	-
Total other general government	\$ 71,355	\$ 224,217	\$ (152,862)	\$ 161,869
Total general government	\$ 1,560,684	\$ 1,663,725	\$ (103,041)	\$ 1,276,615
Public safety				
Police department				
Personnel services	\$ 2,272,641	\$ 2,087,535	\$ 185,106	\$ 2,107,918
Supplies	102,188	59,686	42,502	98,245
Other services and charges ¹⁰	644,648	600,684	43,964	631,427
Capital outlay	184,500	248,770	(64,270)	19,762
Total police department	\$ 3,203,977	\$ 2,996,675	\$ 207,302	\$ 2,857,352
Fire department				
Personnel services	\$ 109,770	\$ 79,057	\$ 30,713	\$ 56,641
Supplies	17,138	11,328	5,810	19,765
Other services and charges	59,625	57,083	2,542	54,770
Capital outlay	7,500	7,435	65	330,179
Total fire department	\$ 194,033	\$ 154,903	\$ 39,130	\$ 461,355
Civil defense				
Other services and charges	\$ 2,475	\$ 565	\$ 1,910	\$ 220
Capital outlay	18,750	19,259	(509)	-
Total civil defense	\$ 21,225	\$ 19,824	\$ 1,401	\$ 220

⁸Variance due to installation charges for fiber optic to City Hall.⁹Variance due to timing of dues and subscription payments.¹⁰Variance partly due to timing of rental payment on law enforcement building.

(Continued)

CITY OF WORTHINGTON, MINNESOTA

(Continued)

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

	2020		Variance Favorable (Unfavorable)	2019 Actual
	9 Months Budget	Actual		
Animal control				
Personnel services	\$ 11,384	\$ 9,241	\$ 2,143	\$ 19,494
Supplies	2,250	1,135	1,115	2,997
Other services and charges	3,038	639	2,399	2,004
Capital outlay	-	-	-	28,914
Total animal control	\$ 16,672	\$ 11,015	\$ 5,657	\$ 53,409
Code enforcement				
Personnel services	89,011	71,374	17,637	73,717
Supplies	1,688	756	932	1,030
Other services and charges	6,390	4,038	2,352	3,022
Total code enforcement	\$ 97,089	\$ 76,168	\$ 20,921	\$ 77,769
Total public safety	\$ 3,532,996	\$ 3,258,585	\$ 274,411	\$ 3,450,105
Public works				
Streets				
Personnel services ¹¹	\$ 342,320	\$ 366,165	\$ (23,845)	\$ 368,183
Supplies	137,175	132,595	4,580	145,738
Other services and charges	122,363	110,350	12,013	122,162
Capital outlay	-	23,766	(23,766)	1,779,831
Total streets	\$ 601,858	\$ 632,876	\$ (31,018)	\$ 2,415,914
City wide spring clean-up				
Personnel services	\$ 8,624	\$ 635	\$ 7,989	\$ 10,717
Supplies	750	-	750	611
Other services and charges ¹²	36,068	2,081	33,987	51,147
Total city wide spring clean-up	\$ 45,442	\$ 2,716	\$ 42,726	\$ 62,475
Total public works	\$ 647,300	\$ 635,592	\$ 11,708	\$ 2,478,389

¹¹Variance due to snow removal costs.¹²Variance due to timing of trash pickup expenditures, trash pickup moved to October.

(Continued)

CITY OF WORTHINGTON, MINNESOTA

(Continued)

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

	2020		Variance Favorable (Unfavorable)	2019 Actual
	9 Months Budget	Actual		
Culture and recreation				
Center for Active Living				
Supplies	\$ 6,225	\$ 3,281	\$ 2,944	\$ 3,566
Other services and charges	70,785	44,787	25,998	60,775
Total Center for Active Living	\$ 77,010	\$ 48,068	\$ 28,942	\$ 64,341
Public Arts				
Supplies	\$ 675	\$ -	\$ 675	\$ -
Other services and charges	2,790	8,224	(5,434)	240
Total Public Arts	\$ 3,465	\$ 8,224	\$ (4,759)	\$ 240
Band				
Other services and charges	\$ 6,075	\$ 7,186	\$ (1,111)	\$ 7,737
Total Band	\$ 6,075	\$ 7,186	\$ (1,111)	\$ 7,737
Total culture and recreation	\$ 86,550	\$ 63,478	\$ 23,072	\$ 72,318
Conservation and development				
Clean water partnership project				
Other services and charges	\$ 11,250	\$ -	\$ 11,250	\$ -
Total clean water partnership project	\$ 11,250	\$ -	\$ 11,250	\$ -
Lake improvement				
Personnel services	\$ 5,327	\$ 3,578	\$ 1,749	\$ 3,884
Supplies	2,325	476	1,849	294
Other services and charges	4,320	3,191	1,129	5,180
Capital outlay	-	-	-	718
Total lake improvement	\$ 11,972	\$ 7,245	\$ 4,727	\$ 10,076
Economic development & assistance				
Personnel services	\$ 8,638	\$ 2,853	\$ 5,785	\$ 6,393
Supplies	3,000	136	2,864	1,361
Other services and charges ¹³	24,709	90,474	(65,765)	19,439
Total economic development/assistance	\$ 36,347	\$ 93,463	\$ (57,116)	\$ 27,193
Total conservation and development	\$ 59,569	\$ 100,708	\$ (41,139)	\$ 37,269
Other uses				
Operating transfer-out				
Rising Sun Payments				
WRH Fund	\$ 22,705	\$ 16,997	\$ 5,708	\$ 16,744
Recreations Fund-ERS	-	8,819	(8,819)	-
Wgtn EDA Fund ¹⁴	-	700,000	(700,000)	-
Debt service	-	245	(245)	-
Water Fund	11,352	8,498	2,854	8,372
Municipal Industrial Wastewater	11,352	8,498	2,854	8,372
Total other uses	\$ 45,409	\$ 743,057	\$ (697,648)	\$ 33,488
Total expenditures and other uses	\$ 5,932,508	\$ 6,465,145	\$ (532,637)	\$ 7,348,184

¹³Variance due to lodging tax moved to Fund 101 from Agency Fund (no budgets).¹⁴Variance due to allocation of CARES Act monies for CARES Act Small Business grants.

CITY OF WORTHINGTON, MINNESOTA

MUNICIPAL LIQUOR STORE
INCOME STATEMENT
For the Period 1/1/20 Through 9/30/20
(Amounts in Dollars)

	Total 2020 Budget	SEPTEMBER		%	YTD	
		Actual	Previous Year	YTD Actual to Budget	Actual	Previous Year
Sales						
Liquor	1,829,795	153,638	139,572	77.4%	1,416,340	1,242,243
Wine	618,035	45,140	36,508	65.5%	404,777	378,270
Beer	2,150,500	197,092	161,981	81.7%	1,757,187	1,525,409
Mix/nonalcohol	76,203	6,147	5,789	73.5%	56,046	50,932
NSF charges	200	-	24	45.0%	90	84
Net Sales	4,674,733	402,017	343,874	77.7%	3,634,440	3,196,938
Cost of Goods Sold						
Liquor	1,317,450	113,772	100,764	76.9%	1,012,791	887,364
Beer	1,655,885	146,795	124,401	81.5%	1,348,953	1,175,030
Wine	432,625	32,687	26,222	65.4%	282,939	269,709
Soft drinks/mix	51,056	3,853	3,692	77.0%	39,334	30,194
Freight	28,000	2,473	3,397	76.5%	21,420	21,003
Total Cost of Goods Sold	3,485,016	299,580	258,476	77.6%	2,705,437	2,383,300
Gross Profit	1,189,717	102,437	85,398	78.1%	929,003	813,638
Operating Expenses						
Personnel services	425,243	36,733	32,263	75.3%	320,242	273,921
Supplies	26,000	6,129	1,167	99.3%	25,809	14,075
Other services & charges	200,312	12,983	11,075	71.3%	142,866	138,942
Interest	23,990	-	-	0.0%	-	-
Depreciation (estimated)	105,000	8,750	5,125	75.0%	78,750	46,125
Total Operating Expenses	780,545	64,595	49,630	72.7%	567,667	473,063
Operating Income (Loss)	409,172	37,842	35,768	88.3%	361,336	340,575
Non-Operating Revenues (Expenses)						
Interest earnings **	5,000	417	333	76.4%	3,818	3,625
Other non-operating	-	-	-	-	-	2,145
Sale of fixed asset	-	-	-	-	-	10,470
Total Non-Operating Revenue (Expense)	5,000	417	333	76.4%	3,818	16,240
Net Income (Loss) b/Operating Transfers	414,172	38,259	36,101	88.2%	365,154	356,815
Operating Transfers-Out	(275,000)	(22,917)	(22,917)	75.0%	(206,253)	(206,253)
Net Income (Loss)	139,172	15,342	13,184	N/A	158,901	150,562

** Includes 6/30/20 actual and three months budget

ADMINISTRATIVE SERVICES MEMO

DATE: OCTOBER 23, 2020

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

CONSENT AGENDA CASE ITEM

1. AUDIT ENGAGEMENT LETTER

Staff has received a proposal for the 2020 year-end audit services from Drealan, Kvilhaug, Hoefker & Co., P.A. The maximum would not exceed \$22,400 for the Financial Statement Audit, \$2,800 for Federal Single Audit and \$450 for out-of-pocket expenses. Staff recommends approval of the proposal shown at *Exhibit 1*.

Council action is requested for approval of the proposal from Drealan, Kvilhaug, Hoefker & Co., P.A. for the 2020 year-end audit expenses.

CASE ITEMS

1. AUTHORIZE ISSUANCE AND AWARD SALE OF \$7,970,000 GENERAL OBLIGATION SALES TAX REVENUE BONDS, SERIES 2020A

At its September 14, 2020 meeting Council adopted resolutions authorizing the issuance and sale of \$7,970,000 General Obligation Sales Tax Revenue Bonds, Series 2020A. Bids are to be received at 10:30AM, Monday, October 26, 2020, and the information presented to Council at the meeting later that evening for approval. *Exhibit 2* is a resolution authorizing the issuance, awarding the sale, fixing the form and details, providing for the execution and delivery thereof and the security therefor and levying ad valorem taxes for the payment thereof for the payment of GO Sales Tax Revenue Bonds Series 2020A. Council will note the resolution has several “blanks” in it, which cannot be completed until the bids have been received. The City will receive an updated bond rating from Standard & Poor’s rating agency, that will be available on October 26, 2020.

Rebecca Kurtz from Ehlers and Associates will be present at the meeting for the bid award.

Council action is requested to pass the resolution.

2. SECOND READING PROPOSED ORDINANCE TO VACATE PART OF AN ALLEY IN BLOCK 18, PLAT OF WORTHINGTON, NOBLES COUNTY, MINNESOTA

Pursuant to published notice this is the time and date set for the second reading of a proposed ordinance to vacate part of an alley in block 18, plat of Worthington, Nobles County, Minnesota.

A complete copy of the ordinance was provided in your October 12, 2020 Council Agenda.

Council action is requested to give a second reading to the proposed ordinance.

3. **SECOND READING PROPOSED ORDINANCE TO AMEND TITLE XV OF THE CITY CODE OF THE CITY OF WORTHINGTON, NOBLES COUNTY, MINNESOTA - PUD 7 AND APPROVAL OF SUMMARY ORDINANCE PUBLICATION**

Pursuant to published notice, this is the time and date set for the second reading of a proposed ordinance to amend Title XV of the city Code of the City of Worthington, Nobles county, Minnesota

A complete copy of the ordinance was provided in your October 12, 2020 Council Agenda.

In an effort to save publication costs for the seven-page ordinance, staff is requesting Council approval of publication of a summary ordinance as allowed by MN Statute 331A.01, Subd. 10, which grants Councils the ability to publish a summary. Additionally, MN Statute 412.191, Subd. 4 provides the following requirements regarding Summary Ordinances:

Subd. 4.Ordinances.-Every ordinance shall be enacted by a majority vote of all the members of the Council except where a larger number is required by law. It shall be signed by the Mayor, attested by the Clerk and published once in the official newspaper. In the case of lengthy ordinances, or ordinances which include charts or maps, if the City Council determines that publication of the title and a summary of an ordinance would clearly inform the public of the intent and effect of the ordinance, the council may by a four-fifths vote of its members direct that only the title of the ordinance and a summary be published, conforming to section 331A.01, subdivision 10, with notice that a printed copy of the ordinance is available for inspection by any person during regular office hours at the office of the City Clerk and any other location which the Council designates. A copy of the entire text of the ordinance shall be posted in the community library, if there is one, or if not, in any other public location which the Council designates. Prior to the publication of the title and summary the Council shall approve the text of the summary and determine that it clearly informs the public of the intent and effect of the ordinance. The publishing of the title and summary shall be deemed to fulfill all legal publication requirements as completely as if the entire ordinance had been published. The text of the summary shall be published in a body type no smaller than brevier or

eight-point type. Proof of the publication shall be attached to and filed with the ordinance.

Every ordinance shall be recorded in the ordinance book within 20 days after publication of the ordinance or its title and summary. All ordinances shall be suitably entitled and shall be substantially in the style - "The City Council of ordains:".

Exhibit 3 is a Summary Ordinance of the proposed PUD 7 ordinance for Council review and approval. The City Attorney has reviewed and approved the summary. A copy of the full ordinance will be available in the Clerk's office and on the internet at the City's website for review.

Council action is requested to give a second reading of the proposed ordinance and approve the Summary Ordinance which requires a four-fifths vote of the members.

4. **SECOND READING PROPOSED ORDINANCE TO AMEND WORTHINGTON CITY CODE TITLE XI, CHAPTER 113: PEDDLERS, SOLICITORS AND TRANSIENT MERCHANTS TO INCLUDE MOBILE FOOD UNITS WITH VARIOUS RESTRICTIONS**

Pursuant to published notice, this is the time and date set for the second reading of a proposed ordinance to amend Worthington City Code Chapter XI, Chapter 113: Peddlers, Solicitors and Transient Merchants to include Mobile Food Units with Various Restrictions.

A complete copy of the ordinance was provided in your October 12, 2020 Council Agenda.

In an effort to save publication costs for the ten-page ordinance, staff is requesting Council approval of publication of a summary ordinance as allowed by MN Statute 331A.01, Subd. 10, which grants Councils the ability to publish a summary. Additionally, MN Statute 412.191, Subd. 4 provides the following requirements regarding Summary Ordinances:

Subd. 4.Ordinances.-Every ordinance shall be enacted by a majority vote of all the members of the Council except where a larger number is required by law. It shall be signed by the Mayor, attested by the Clerk and published once in the official newspaper. In the case of lengthy ordinances, or ordinances which include charts or maps, if the City Council determines that publication of the title and a summary of an ordinance would clearly inform the public of the intent and effect of the ordinance, the council may by a four-fifths vote of its members direct that only the title of the ordinance and a summary be published, conforming to section 331A.01, subdivision 10, with notice that a printed copy of the ordinance is available for

inspection by any person during regular office hours at the office of the City Clerk and any other location which the Council designates. A copy of the entire text of the ordinance shall be posted in the community library, if there is one, or if not, in any other public location which the Council designates. Prior to the publication of the title and summary the Council shall approve the text of the summary and determine that it clearly informs the public of the intent and effect of the ordinance. The publishing of the title and summary shall be deemed to fulfill all legal publication requirements as completely as if the entire ordinance had been published. The text of the summary shall be published in a body type no smaller than brevier or eight-point type. Proof of the publication shall be attached to and filed with the ordinance.

Every ordinance shall be recorded in the ordinance book within 20 days after publication of the ordinance or its title and summary. All ordinances shall be suitably entitled and shall be substantially in the style - "The City Council of ordains:".

Exhibit 4 is a Summary Ordinance of the proposed ordinance to amend Title XI, Chapter 113: Peddlers, Solicitors and Transient Merchants to include Mobile Food Units with various Restrictions for Council review and approval. The City Attorney has reviewed and approved the summary. A copy of the full ordinance will be available in the Clerk's office and on the internet at the City's website for review.

Council action is requested to give a second reading of the proposed ordinance and approve the Summary Ordinance which requires a four-fifths vote of the members.

5. **APPROVE PLANS AND SPECIFICATIONS FOR THE ICE ARENA RE-ROOF PROJECT FUNDED WITH LOCAL OPTION SALES TAX REVENUE**

Improvements to the Worthington Ice Arena were included in the Local Option Sales Tax referendum approved by voters in the November 2018 referendum and passed by the state Legislature in 2019. The City Council approved advancing up to \$500,000 in local option sales tax proceeds to address immediate building improvement needs at the Worthington Ice Arena at their June 17, 2020 special meeting. Among the most pressing needs is addressing roof leakage and enhancing the insulation of the roof system.

The project includes installing a new roof system consisting of mechanically attaching two layers of rigid insulation to the top surface of the existing roof deck and installing a light

colored fully-adhered TPO (Thermoplastic Polyolefin) membrane to the top layer of insulation

Staff recommends Council approve the plans and authorize advertisement for bids to be received December 2, 2020 and considered at the December 14th Council meeting.

Staff requests authorization to advertise for bids.

6. APPROVE PLANS AND SPECIFICATIONS FOR THE REHABILITATION OF THE TWIN 42-INCH LAKE OUTLET STORM SEWER PIPES

Renovation of the existing warehouse building for the sales tax funded Field House project prompted Staff to investigate the condition and integrity of the twin 42-inch diameter concrete storm sewer pipes that are located under the building. A remote sensing inspection device using pipe penetrating radar was utilized to map pipe wall thickness, and classify possible voids forming in the soil outside of the pipe. The results of this inspection noted that the integrity of the pipes was acceptable for continued long-term use but that they should be rehabilitated using Cured in Place Pipe (CIPP) lining methodology. CIPP enhances the structural integrity of the pipes and seals pipe joints to prevent migration of water and pipe foundation soils through damaged joints.

Along with the outlet pipes, three additional pipe sections (12-inch and 15-inch diameter) will be rehabilitated. Pipes sections to be rehabilitated are denoted in blue in attached *Exhibit 5*.

Staff recommends Council approve the plans and authorize advertisement for bids to be received December 2, 2020 and considered at the December 14th Council meeting.

Staff requests authorization to advertise for bids.

DREALAN KVILHAUG HOFKER & Co., P.A.



Member
Division for CPA Firms AICPA

CERTIFIED PUBLIC ACCOUNTANTS

WAYNE W. DREALAN, CPA - RETIRED
ELLEN K. HOFKER, MBA, CPA
GREG H. KVILHAUG, CPA, CFP

AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS
MINNESOTA SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS

October 5, 2020

VICKIE L. KUIPERS, EA
CINDY M. PENNING, CPA

To the Honorable Mayor and
Members of the City Council
City of Worthington
Worthington, Minnesota 56187

We are pleased to confirm our understanding of the services we are to provide the City of Worthington for the year ended December 31, 2020. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Worthington as of and for the year ended December 31, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Worthington's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Worthington's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis
2. Schedules of Funding Progress and Employer Contributions
3. Schedules of Proportionate Share of the Net Pension Liability and Employer Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Worthington's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole: the first of which will be in a report combined with our auditor's report on the financial statements and the second which will be in a separate written report accompanying our auditor's report on the financial statements.

1. Combining and individual fund financial statements
2. Schedule of expenditures of federal awards

Your
Copy

To the Honorable Mayor and
Members of the City Council
October 5, 2020
Page Two

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1. Comprehensive Annual Financial Report (CAFR) statistical data

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on –

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to management and City council of the City of Worthington. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in

To the Honorable Mayor and
Members of the City Council
October 5, 2020
Page Three

advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

To the Honorable Mayor and
Members of the City Council
October 5, 2020
Page Four

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and accordingly no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Worthington's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Worthington's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City of Worthington's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

To the Honorable Mayor and
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October 5, 2020
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Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Worthington in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements, and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

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You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the city; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

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The audit documentation for this engagement is the property of Drealan Kvilhaug Hoefker & Co., P.A. and constitutes confidential information. However, subject to laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to regulatory agencies or their designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Drealan Kvilhaug Hoefker & Co., P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the regulatory agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Ellen K. Hoefker is the engagement shareholder and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately February 16, 2021, and issue our report no later than June 30, 2021.

Our fees are based on the time required by individuals assigned to the engagement, plus direct expenses. Individual hourly rates vary according to the degree of responsibility involved and the skill required. Our estimated fees, including direct expenses, for the examination for the year ended December 31, 2020, would be as follows:

Financial Statement Audit	\$21,900 - \$22,400
Federal Single Audit	\$2,595 - \$2,800
Maximum would not exceed (including direct expenses)	\$25,500

The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We feel out-of-pocket expenses for postage, supplies and copying would not exceed a maximum of \$450.

Disputes arising under this agreement (including the scope, nature and quality of services to be performed by us, our fees and other terms of the engagement) shall be submitted to mediation. A competent and impartial third-party, acceptable to both parties, shall be appointed to mediate, and each disputing party shall pay an equal percentage of the mediator's fees and expenses. No suit or arbitration proceedings shall be commenced under this agreement until at least 60 days after the mediator's first meeting with the involved parties. If the dispute requires litigation, the court shall be authorized to impose all defense costs against any nonprevailing party found not to have participated in the mediation process in good faith.

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Our audit report is being prepared for your management use. Should you decide to distribute it outside the firm, we respectfully request that you notify us to whom it is being sent. Should you wish to publish the report, you must obtain our written permission, as we have a professional duty to review any documents in which the report is incorporated.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any subsequent review reports received during the contract period. Accordingly, our 2017 peer review report accompanies this letter.

This letter defines the entire agreement between the client and the accounting firm. It supersedes all prior communications, understandings and agreements, whether oral or written, in connection with this audit. Amendments to this agreement must be in writing and signed by both parties. If you do not understand any of the terms of this agreement, please call us and we will be happy to review them with you.

We appreciate the opportunity to be of service to the City of Worthington and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign this letter and return it to us. A copy of this letter is enclosed for your files.

Yours sincerely,

DREALAN KVILHAUG HOEFKER & CO., P.A.

by _____
Ellen K. Hoefker, MBA, CPA

RESPONSE:

This letter correctly sets forth the understanding of the City of Worthington.

By: _____

Title: _____



Report on the Firm's System of Quality Control

September 1, 2017

To the Shareholders of
Drealan Kvilhaug Hoefker & Co., P.A.
and the Peer Review Committee of
the Minnesota Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Drealan Kvilhaug Hoefker & Co., P.A. (the firm) in effect for the year ended April 30, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Drealan Kvilhaug Hoefker & Co., P.A. in effect for the year ended April 30, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Drealan Kvilhaug Hoefker & Co., P.A. has received a peer review rating of *pass*.

Struss CPAs, P.C.

STRUSS CPAs, P.C.

CERTIFICATION OF MINUTES RELATING TO
\$[PAR] GENERAL OBLIGATION SALES TAX REVENUE BONDS, SERIES 2020A

Issuer: City of Worthington, Minnesota

Governing Body: City Council

Kind, date, time and place of meeting: A regular meeting held October 26, 2020, at 7:00 p.m., at the City Hall in Worthington, Minnesota.

Members present:

Members absent:

Documents Attached:

Minutes of said meeting (including):

RESOLUTION AUTHORIZING ISSUANCE, AWARDING
SALE, PRESCRIBING THE FORM AND DETAILS AND
PROVIDING FOR THE PAYMENT OF \$[PAR] GENERAL
OBLIGATION SALES TAX REVENUE BONDS, SERIES 2020A

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the bonds referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said bonds; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer on _____, 2020.

City Clerk

It was reported that [____] ([____]) proposals for the purchase of \$[PAR] General Obligation Sales Tax Revenue Bonds, Series 2020A were received prior to 10:30 a.m., Central time, on Monday, October 26, 2020, pursuant to the Preliminary Official Statement distributed to potential purchasers of the Bonds by Ehlers & Associates, Inc., municipal advisors to the City. The proposals have been publicly opened, read and tabulated and were found to be as follows:

SEE ATTACHED

Councilmember _____ introduced the following resolution (the “Resolution”) and moved its adoption, which motion was seconded by Councilmember _____:

RESOLUTION AUTHORIZING ISSUANCE, AWARDING
SALE, PRESCRIBING THE FORM AND DETAILS AND
PROVIDING FOR THE PAYMENT OF \$[PAR] GENERAL
OBLIGATION SALES TAX REVENUE BONDS, SERIES 2020A

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

SECTION 1. AUTHORIZATION, SALE AND AWARD

1.01. Authorization

Pursuant to the authority contained in Laws of Minnesota 2019, First Special Session, Chapter 6, Article 6, Section 33 (the “Special Legislation”), and upon the approval of the electors of the City at the general election held November 6, 2018, this Council has adopted Resolution No. 2019-08-44 (the “Sales Tax Resolution”), on August 13, 2019, and Ordinance No. 1144 on September 9, 2019, imposing a sales and use tax of one-half of one percent (the “Sales Tax”). The Sales Tax Resolution has been filed with the Secretary of State, pursuant to Minnesota Statutes, Section 645.021.

In addition, the Special Legislation authorizes the issuance of general obligation bonds, to which the sales and use tax revenues are pledged, to finance all or part of the following projects: (1) improvements to the aquatic center; (2) improvements to the field house; (3) improvements to the ice arena; (4) other park and recreation capital projects and improvements; (5) lake quality improvement; and (6) improvements to the 10th Street plaza (the “Project”).

Pursuant to such authorization and a resolution adopted by this Council on September 28, 2020, this Council has authorized the sale of \$[PAR] General Obligation Sales Tax Revenue Bonds, Series 2020A (the “Bonds”), the proceeds of which will be used to finance the Project.

1.02. Sale

The City has retained Ehlers & Associates, Inc., an independent municipal advisor (“Ehlers”), to assist the City in connection with the sale of the Bonds. The Bonds are being sold pursuant to Minnesota Statutes, Section 475.60, Subdivision 2, paragraph (9), without meeting the requirements for public sale under Minnesota Statutes, Section 475.60, Subdivision 1. Pursuant to the Terms of Proposal and the Preliminary Official Statement prepared on behalf of the City by Ehlers, sealed or electronic proposals for the purchase of the Bonds were received at or before the time specified for receipt of proposals. The proposals have been opened and publicly read and considered and the purchase price, interest rates and net interest cost under the terms of each proposal have been determined. The most favorable proposal received is that of [____], in [____], [____] (the “Purchaser”), to purchase the Bonds at a purchase price of \$[____], on the further terms and conditions hereinafter set forth.

1.03. Award

The sale of the Bonds is hereby awarded to the Purchaser, and the Mayor and City Clerk are hereby authorized and directed to execute a contract on the part of the City with the Purchaser for the sale of the Bonds in accordance with the Terms of Proposal. The good faith deposit of the Purchaser shall be retained and deposited by the City until the Bonds have been delivered and shall be deducted from the purchase price paid at settlement.

SECTION 2. BOND TERMS; REGISTRATION; EXECUTION AND DELIVERY

2.01. Issuance of Bonds

All acts, conditions and things which are required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed precedent to and in the valid issuance of the Bonds having been done, now existing, having happened and having been performed, it is now necessary for the Council to establish the form and terms of the Bonds, to provide security therefor and to issue the Bonds forthwith.

2.02. Maturities; Interest Rates; Denominations and Payment

The Bonds shall be originally dated as of the date of issuance thereof, shall be in the denomination of \$5,000 each, or any integral multiple thereof, of single maturities, shall mature on February 1 in the years and amounts stated below, and shall bear interest from date of original issue until paid or duly called for redemption at the annual rates set forth opposite such years and amounts, as follows:

<u>Year</u>	<u>Amount</u> <u>(\$)</u>	<u>Rate (%)</u>	<u>Year</u>	<u>Amount</u> <u>(\$)</u>	<u>Rate (%)</u>
2022			2030		
2023			2031		
2024			2032		
2025			2033		
2026			2034		
2027			2035		
2028					
2029					

[REVISE MATURITY SCHEDULE FOR ANY TERM BONDS]

The Bonds shall be issuable only in fully registered form. The interest thereon and, upon surrender of each Bond at the principal office of the Registrar (as hereinafter defined), the principal amount thereof, shall be payable by check or draft issued by the Registrar; provided that, so long as the Bonds are registered in the name of a securities depository, or a nominee thereof, in accordance with Section 2.08 hereof, principal and interest shall be payable in accordance with the operational arrangements of the securities depository.

2.03. Dates and Interest Payment Dates

Upon initial delivery of the Bonds pursuant to Section 2.07 and upon any subsequent transfer or exchange pursuant to Section 2.06, the date of authentication shall be noted on each Bond so delivered, exchanged or transferred. Interest on the Bonds shall be payable each February 1 and August 1, commencing August 1, 2021 (each such date, an “Interest Payment Date”), to the person in whose name the Bonds are registered on the Bond Register (as hereinafter defined) at the Registrar’s close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date, whether or not such day is a business day. Interest shall be computed on the basis of a 360-day year composed of twelve 30-day months.

2.04. Redemption

Bonds maturing in 2030 and later years are each subject to redemption and prepayment at the option of the City, in whole or in part, and if in part in such order of maturity dates as the City may select and by lot as selected by the Registrar (or, if applicable, by the bond depository in accordance with its customary procedures) in multiples of \$5,000 as to Bonds maturing on the same date, on February 1, 2029, and on any date thereafter, at a price equal to the principal amount thereof plus accrued interest to the date of redemption. Prior to the date specified for the redemption of any Bond prior to its stated maturity date, the City will cause notice of the call for redemption to be published if and as required by law, and, at least thirty days prior to the designated redemption date, will cause notice of the call to be mailed by first class mail (or, if applicable, provided in accordance with the operational arrangements of the bond depository), to the registered owner of any Bond to be redeemed at the owner’s address as it appears on the Bond Register maintained by the Registrar, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of such Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

[COMPLETE THE FOLLOWING PROVISIONS IF THERE ARE TERM BONDS –
ADD ADDITIONAL PROVISIONS IF THERE ARE MORE THAN TWO TERM BONDS]

[Bonds maturing on February 1, 20__ and 20__ (the Term Bonds) shall be subject to mandatory redemption prior to maturity pursuant to the sinking fund requirements of this Section 2.04 at a redemption price equal to the stated principal amount thereof plus interest accrued thereon to the redemption date, without premium. The Registrar shall select for redemption, by lot or other manner deemed fair, on February 1 in each of the following years the following stated principal amounts of such Bonds:

Term Bonds Maturing in 20__

Term Bonds Maturing in 20

Sinking Fund
Payment Date

Aggregate
Principal Amount

Sinking Fund
Payment Date

Aggregate
Principal Amount

(final maturity)

(final maturity)

Notice of redemption shall be given as provided in the preceding paragraph.]

2.05. Appointment of Initial Registrar

The City hereby appoints Bond Trust Services Corporation, in Roseville, Minnesota, as the initial bond registrar, transfer agent and paying agent (the “Registrar”). The Mayor and City Clerk are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, such corporation shall be authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon thirty days’ notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the Bond Register to the successor Registrar.

2.06. Registration

The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its principal corporate trust office a Bond Register (the “Bond Register”) in which the Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each Interest Payment Date and until such Interest Payment Date.

(c) Exchange of Bonds. Whenever any Bonds are surrendered by the registered owner for exchange the Registrar shall authenticate and deliver one or more new Bonds of

a like aggregate principal amount and maturity, as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name any Bond is at any time registered in the Bond Register as the absolute owner of the Bond, whether the Bond shall be overdue or not, for the purpose of receiving payment of or on account of, the principal of and interest on the Bond and for all other purposes; and all payments made to any registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability upon Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Bonds (except for an exchange upon a partial redemption of a Bond), the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the City and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment.

(i) Authenticating Agent. The Registrar is hereby designated authenticating agent for the Bonds, within the meaning of Minnesota Statutes, Section 475.55, subd. 1, as amended.

(j) Valid Obligations. All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the City, evidencing the same debt, and entitled to

the same benefits under this Resolution as the Bonds surrendered upon such transfer or exchange.

2.07. Execution, Authentication and Delivery

The Bonds shall be prepared under the direction of the City Clerk and shall be executed on behalf of the City by the signatures of the Mayor and City Clerk, provided that the signatures may be printed, engraved or lithographed facsimiles of the originals. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been prepared, executed and authenticated, the City Clerk shall deliver them to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore executed, and the Purchaser shall not be obligated to see to the application of the purchase price.

2.08. Securities Depository

For purposes of this section the following terms shall have the following meanings:

“Beneficial Owner” shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person’s subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

“DTC” shall mean The Depository Trust Company of New York, New York.

“Participant” shall mean any broker-dealer, bank or other financial institution for which DTC holds Bonds as securities depository.

“Representation Letter” shall mean the Representation Letter pursuant to which the sender agrees to comply with DTC’s Operational Arrangements.

(a) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC. The Registrar and the City may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, if any, giving any notice permitted or required to be given to registered owners of Bonds under this Resolution, registering the transfer of Bonds, and for all other purposes whatsoever, and

neither the Registrar nor the City shall be affected by any notice to the contrary. Neither the Registrar nor the City shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other person which is not shown on the Bond Register as being a registered owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this Resolution, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with DTC's Operational Arrangements, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the City to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(b) In the event the City determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds in the form of bond certificates, the City may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Bonds in the form of certificates. In such event, the Bonds will be transferable in accordance with paragraph (d) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (d) hereof.

(c) The execution and delivery of the Representation Letter to DTC by the Mayor or City Clerk, if not previously filed, is hereby authorized and directed.

(d) In the event that any transfer or exchange of Bonds is permitted under paragraph (a) or (b) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this Resolution. In the event Bonds in the form of certificates are issued to owners other than Cede & Co., its successor as nominee for DTC as owner of all the Bonds, or another securities depository as owner of all the Bonds, the provisions of this Resolution shall also apply to all matters relating thereto, including, without limitation, the printing of such Bonds in the form of bond certificates and the method of payment of principal of and interest on such Bonds in the form of bond certificates.

2.09. Form of Bonds

The Bonds shall be prepared in substantially the form found at Exhibit A.

**SECTION 3. GENERAL OBLIGATION SALES TAX REVENUE BONDS, SERIES
2020A PROJECT FUND**

Use of Proceeds. There is hereby established on the official books and records of the City a separate fund designated the General Obligation Sales Tax Revenue Bonds, Series 2020A Project Fund (the "Project Fund"). The Project Fund shall be maintained until all costs and expenses incurred by the City in connection with the Project have been paid. To the Project Fund there shall be credited from the proceeds of the Bonds the sum of \$([____]), representing the estimated cost of the Project (\$[____]) and costs of issuance of the Bonds (\$[____]). From the Project Fund there shall be paid all costs and expenses incurred by the City in connection with the Project, including costs related to the issuance of the Bonds. After payment of all such costs, the Project Fund shall be discontinued. Any Bond proceeds remaining on hand in the Project Fund after payment of all such costs and expenses shall be transferred to the Bond Fund established in Section 4 hereof.

**SECTION 4. GENERAL OBLIGATION SALES TAX REVENUE BONDS, SERIES
2020A BOND FUND**

There is hereby created and shall be maintained on the official books and records of the City a General Obligation Sales Tax Revenue Bonds, Series 2020A Bond Fund (the "Bond Fund"), the moneys in which shall be used solely for the payment of the principal of and interest on the Bonds. Into the Bond Fund shall be credited [(a) Bond proceeds in the amount of \$[____]]; (b) any amounts received from the Purchaser upon delivery of the Bonds in excess of the amounts appropriated to the Project Fund pursuant to Section 3 hereof; (c) the amounts specified in Section 3 above, after payment of all costs of the Project; (d) the revenues and any taxes collected pursuant to Section 5 hereof; and (e) any other funds appropriated by the Council for the payment of the Bonds.

On or before each principal and interest payment date for the Bonds, the Finance Director is directed to remit to the Registrar from funds on deposit in the Bond Fund the amount needed to pay principal and interest on the Bonds on the next succeeding principal and interest payment date.

There are hereby established two accounts in the Bond Fund, designated as the "Debt Service Account" and the "Surplus Account." There shall initially be deposited into the Debt Service Account upon the issuance of the Bonds the amount set forth in clause (a) above. Thereafter, during each bond year (each twelve month period commencing on February 2 and ending on the following February 1, a "Bond Year"), as monies are received into the Bond Fund, the Finance Director shall first deposit such monies into the Debt Service Account until an amount has been appropriated thereto sufficient to pay all principal and interest due on the Bonds through the end of the Bond Year. All subsequent monies received in the Bond Fund during the Bond Year shall be appropriated to the Surplus Account. If at any time the amount on hand in the Debt Service Account is insufficient for the payment of principal and interest then due, the Finance Director shall transfer to the Debt Service Account amounts on hand in the Surplus Account to the extent necessary to cure such deficiency. Investment earnings (and losses) on amounts from time to time held in the Debt Service Account and Surplus Account shall be credited or charged to said accounts.

If the balance in the Bond Fund is at any time insufficient to pay all interest and principal then due on all Bonds payable therefrom, the payment shall be made from any fund of the City which is available for that purpose, subject to reimbursement from the Surplus Account when the balance therein is sufficient, and the City covenants and agrees that it will each year levy a sufficient amount of ad valorem taxes to take care of any accumulated or anticipated deficiency, which levy is not subject to any constitutional or statutory limitation.

SECTION 5. PLEDGE AND SUFFICIENCY OF CERTAIN REVENUES

The City hereby pledges to, and shall deposit in, the Bond Fund, to the extent required to pay debt service on the Bonds when due, proceeds of the Sales Tax, which proceeds may be pledged on a parity basis to other obligations of the City authorized to be issued by the Special Legislation and Sales Tax Resolution, as the same may be amended from time to time.

It is hereby found that no ad valorem taxes are required to be levied at this time in order to produce aggregate amounts not less than 5% in excess of the amounts needed to meet when due the principal and interest payments on the Bonds. However, for the prompt and full payment of the principal of and interest on the Bonds as such payments respectively become due, the full faith, credit and unlimited taxing powers of the City shall be and are hereby irrevocably pledged. If the balance in the Bond Fund is at any time insufficient to pay all interest and principal then due on all Bonds payable therefrom, the payment shall be made from any fund of the City which is available for that purpose, subject to reimbursement from the Bond Fund when the balance therein is sufficient, and the City Council covenants and agrees that it will each year levy a sufficient amount of ad valorem taxes to take care of any accumulated or anticipated deficiency, which levy is not subject to any constitutional or statutory limitation.

SECTION 6. DEFEASANCE

When all of the Bonds have been discharged as provided in this section, all pledges, covenants and other rights granted by this Resolution to the registered owners of the Bonds shall cease. The City may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or, if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The City may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms by depositing with the Registrar on or before that date an amount equal to the principal, redemption premium, if any, and interest then due, provided that notice of such redemption has been duly given as provided herein. The City may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank or trust company qualified by law as an escrow agent for this purpose, cash or securities which are authorized by law to be so deposited, bearing interest payable at such time and at such rates and maturing or callable at the holder's option on such dates as shall be required to pay all principal and interest to become due thereon to maturity or earlier designated redemption date, provided, however, that if such deposit is made more than ninety days before the maturity date of the Bonds to be discharged, the City shall have received a written opinion of Bond Counsel to the effect that such deposit does

not adversely affect the exemption of interest on any Bonds from federal income taxation and a written report of an accountant or investment banking firm verifying that the deposit is sufficient to pay when due all of the principal and interest on the Bonds to be discharged on and before their maturity dates.

SECTION 7. TAX COVENANTS, ARBITRAGE MATTERS AND CONTINUING DISCLOSURE

7.01. General Covenant

The City agrees with the registered owners from time to time of the Bonds that it will not take, or permit to be taken by any of its officers, employees or agents, any action that would cause interest on the Bonds to become includable in gross income of the recipient under the Internal Revenue Code of 1986, as amended (the “Code”) and applicable Treasury Regulations (the “Regulations”), and agrees to take any and all actions within its powers to ensure that the interest on the Bonds will not become includable in gross income of the recipient under the Code and the Regulations. All proceeds of the Bonds deposited in the Project Fund will be expended solely for the payment of the costs of the Project. The Project is and will be owned and maintained by the City and available for use by members of the general public on a substantially equal basis. The City shall not enter into any lease, management contract, use agreement, capacity agreement or other agreement with any non-governmental person relating to the use of the Project, or any portion thereof, or security for the payment of the Bonds which might cause the Bonds to be considered “private activity bonds” or “private loan bonds” pursuant to Section 141 of the Code.

7.02. Arbitrage Certification

The Mayor and City Clerk being the officers of the City charged with the responsibility for issuing the Bonds pursuant to this Resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with the provisions of Section 148 of the Code and applicable Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds, it is reasonably expected that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of the Code and the applicable Regulations.

7.03. Arbitrage Rebate.

The City acknowledges that the Bonds are subject to the rebate requirements of Section 148(f) of the Code. The City covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, unless the Bonds qualify for an exception from the rebate requirement pursuant to one of the spending exceptions set forth in Section 1.148-7 of the Regulations and no “gross proceeds” of the Bonds (other than amounts constituting a “bona fide debt service fund”) arise during or after the expenditure of the original proceeds thereof.

7.04. Qualified Tax-Exempt Obligations

The City Council hereby designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code relating to the disallowance of interest expense for financial institutions, and hereby finds that the reasonably anticipated amount of tax-exempt governmental obligations (within the meaning of Section 265(b)(3) of the Code) which will be issued by the City and all subordinate entities during calendar year 2020 does not exceed \$10,000,000.

7.05. Reimbursement

The City certifies that the proceeds of the Bonds will not be used by the City to reimburse itself for any expenditure with respect to the Project which the City paid or will have paid more than 60 days prior to the issuance of the Bonds unless, with respect to such prior expenditures, the City shall have made a declaration of official intent which complies with the provisions of Section 1.150-2 of the Regulations, provided that this certification shall not apply (i) with respect to certain de minimis expenditures, if any, with respect to the Project meeting the requirements of Section 1.150-2(f)(1) of the Regulations, or (ii) with respect to “preliminary expenditures” for the Project as defined in Section 1.150-2(f)(2) of the Regulations, including engineering or architectural expenses and similar preparatory expenses, which in the aggregate do not exceed 20% of the “issue price” of the portion of the Bonds allocable to the Project.

7.06. Continuing Disclosure

(a) Purpose and Beneficiaries. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit the Purchaser and other participating underwriters in the primary offering of the Bonds to comply with amendments to Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12), relating to continuing disclosure (as in effect and interpreted from time to time, the “Rule”), which will enhance the marketability of the Bonds, the City hereby makes the following covenants and agreements for the benefit of the Owners (as hereinafter defined) from time to time of the Outstanding Bonds. The City is the only obligated person in respect of the Bonds within the meaning of the Rule for purposes of identifying the entities in respect of which continuing disclosure must be made. If the City fails to comply with any provisions of this section, any person aggrieved thereby, including the Owners of any Outstanding Bonds, may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of any agreement or covenant contained in this section, including an action for a writ of mandamus or specific performance. Direct, indirect, consequential and punitive damages shall not be recoverable for any default hereunder to the extent permitted by law. Notwithstanding anything to the contrary contained herein, in no event shall a default under this section constitute a default under the Bonds or under any other provision of this resolution. As used in this section, Owner or Bondowner means, in respect of a Bond, the registered owner or owners thereof appearing in the bond register maintained by the Registrar or any Beneficial Owner (as hereinafter defined) thereof, if such Beneficial Owner provides to the Registrar evidence of such beneficial ownership in form and substance reasonably satisfactory to the Registrar. As used herein, “Beneficial Owner” means, in respect of a Bond, any person or entity which (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, such Bond (including persons or entities

holding Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of the Bond for federal income tax purposes.

(b) Information To Be Disclosed. The City will provide, in the manner set forth in subsection (c) hereof, either directly or indirectly through an agent designated by the City, the following information at the following times:

- (1) on or before twelve (12) months after the end of each fiscal year of the City, commencing with the fiscal year ending December 31, 2020, the following financial information and operating data in respect of the City (the “Disclosure Information”):

(A) the audited financial statements of the City for such fiscal year, prepared in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Minnesota law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with such generally accepted accounting principles for reasons beyond the reasonable control of the City, noting the discrepancies therefrom and the effect thereof, and certified as to accuracy and completeness in all material respects by the fiscal officer of the City; and

(B) to the extent not included in the financial statements referred to in paragraph (A) hereof, the information for such fiscal year or for the period most recently available of the type contained in the Official Statement under headings: Current Property Valuations, Direct Debt, Tax Levies and Collections, US Census Data/Population Trend, and Employment/Unemployment Data, which information may be unaudited.

Notwithstanding the foregoing paragraph, if the audited financial statements are not available by the date specified, the City shall provide on or before such date unaudited financial statements in the format required for the audited financial statements as part of the Disclosure Information and, within 10 days after the receipt thereof, the City shall provide the audited financial statements. Any or all of the Disclosure Information may be incorporated by reference, if it is updated as required hereby, from other documents, including official statements, which have been submitted to the Municipal Securities Rulemaking Board (“MSRB”) through its Electronic Municipal Market Access System (“EMMA”) or to the SEC. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The City shall clearly identify in the Disclosure Information each document so incorporated by reference. If any part of the Disclosure Information can no longer be generated because the operations of the City have materially changed or been discontinued, such Disclosure Information need no longer be provided if the City includes in the Disclosure Information a statement to such effect, provided, however, if such operations have been replaced by other City operations in respect of which data is not included in the Disclosure Information and the City determines that certain specified data regarding such replacement operations would be a Material Fact (as defined in paragraph (2) hereof), then, from and after such determination, the Disclosure Information shall include such additional specified data regarding the replacement operations. If the Disclosure Information is

changed or this section is amended as permitted by this paragraph (b)(1) or subsection (d), then the City shall include in the next Disclosure Information to be delivered hereunder, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

- (2) In a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events (each, a “Material Fact”):
- (A) Principal and interest payment delinquencies;
 - (B) Non-payment related defaults, if material;
 - (C) Unscheduled draws on debt service reserves reflecting financial difficulties;
 - (D) Unscheduled draws on credit enhancements reflecting financial difficulties;
 - (E) Substitution of credit or liquidity providers, or their failure to perform;
 - (F) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
 - (G) Modifications to rights of security holders, if material;
 - (H) Bond calls, if material, and tender offers;
 - (I) Defeasances;
 - (J) Release, substitution, or sale of property securing repayment of the securities, if material;
 - (K) Rating changes;
 - (L) Bankruptcy, insolvency, receivership or similar event of the obligated person;
 - (M) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
 - (N) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
 - (O) Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
 - (P) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

For purposes of the events identified in paragraphs (O) and (P) above, the term “financial obligation” means (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term “financial obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule

As used herein, for those events that must be reported if material, an event is “material” if it is an event as to which a substantial likelihood exists that a reasonably prudent investor would attach importance thereto in deciding to buy, hold or sell a Bond or, if not disclosed, would significantly alter the total information otherwise available to an investor from the Official Statement, information disclosed hereunder or information generally available to the public. Notwithstanding the foregoing sentence, an event is also “material” if it is an event that would be deemed material for purposes of the purchase, holding or sale of a Bond within the meaning of applicable federal securities laws, as interpreted at the time of discovery of the occurrence of the event.

For the purposes of the event identified in (L) hereinabove, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(3) In a timely manner, notice of the occurrence of any of the following events or conditions:

- (A) the failure of the City to provide the Disclosure Information required under paragraph (b)(1) at the time specified thereunder;
- (B) the amendment or supplementing of this section pursuant to subsection (d), together with a copy of such amendment or supplement and any explanation provided by the City under subsection (d)(2);
- (C) the termination of the obligations of the City under this section pursuant to subsection (d);
- (D) any change in the accounting principles pursuant to which the financial statements constituting a portion of the Disclosure Information are prepared; and
- (E) any change in the fiscal year of the City.

(c) Manner of Disclosure.

(1) The City agrees to make available to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, the information described in subsection (b).

(2) All documents provided to the MSRB pursuant to this subsection (c) shall be accompanied by identifying information as prescribed by the MSRB from time to time.

(d) Term; Amendments; Interpretation.

(1) The covenants of the City in this section shall remain in effect so long as any Bonds are Outstanding. Notwithstanding the preceding sentence, however, the obligations of the City under this section shall terminate and be without further effect as of any date on which the City delivers to the Registrar an opinion of Bond Counsel to the effect that, because of legislative action or final judicial or administrative actions or proceedings, the failure of the City to comply with the requirements of this section will not cause participating underwriters in the primary offering of the Bonds to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended, or any statutes or laws successory thereto or amendatory thereof.

(2) This section (and the form and requirements of the Disclosure Information) may be amended or supplemented by the City from time to time, without notice to (except as provided in paragraph (c)(3) hereof) or the consent of the Owners of any Bonds, by a resolution of this Council filed in the office of the recording officer of the City accompanied by an opinion of Bond Counsel, who may rely on certificates of the City and others and the opinion may be subject to customary qualifications, to the effect that: (i) such amendment or supplement (a) is made in connection with a change in circumstances that arises from a change in law or regulation or a change in the identity, nature or status of the City or the type of operations conducted by the City, or (b) is required by, or better complies with, the provisions of paragraph (b)(5) of the Rule; (ii) this section as so amended or supplemented would have complied with the requirements of paragraph (b)(5) of the Rule at the time of the primary offering of the Bonds, giving effect to any change in circumstances applicable under clause (i)(a) and assuming that the Rule as in effect and interpreted at the time of the amendment or supplement was in effect at the time of the primary offering; and (iii) such amendment or supplement does not materially impair the interests of the Bondowners under the Rule.

If the Disclosure Information is so amended, the City agrees to provide, contemporaneously with the effectiveness of such amendment, an explanation of the reasons for the amendment and the effect, if any, of the change in the type of financial information or operating data being provided hereunder.

(3) This section is entered into to comply with the continuing disclosure provisions of the Rule and should be construed so as to satisfy the requirements of paragraph (b)(5) of the Rule.

SECTION 8. CERTIFICATION OF PROCEEDINGS

8.01. Registration and Levy of Taxes

The City Clerk is hereby authorized and directed to file a certified copy of this Resolution in the records of Nobles County, together with such additional information as required, and to obtain a certificate that the Bonds have been duly entered upon the County Auditor's bond register.

8.02. Authentication of Transcript

The officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser and to Dorsey & Whitney LLP, Bond Counsel, certified copies of all proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds as the same appear from the books and records in their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the correctness of all statements contained therein.

8.03. Official Statement

The Preliminary Official Statement relating to the Bonds prepared and distributed by Ehlers, is hereby approved. Ehlers is hereby authorized on behalf of the City to prepare and distribute to the Purchaser within seven business days from the date hereof, a Final Official Statement listing the offering price, the interest rates, selling compensation, delivery date, the underwriters and such other information relating to the Bonds required to be included in the Official Statement by Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934. The officers of the City are hereby authorized and directed to execute such certificates as may be appropriate concerning the accuracy, completeness and sufficiency of the Official Statement.

8.04. Authorization of Payment of Certain Costs of Issuance of the Bonds

The City authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to Old National Bank on the closing date for further distribution as directed by Ehlers.

Mayor

Attest:

City Clerk

The motion for the adoption of the foregoing resolution was duly seconded by Member _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted, and was approved and signed by the Mayor, whose signature was attested by the City Clerk.

EXHIBIT A

UNITED STATES OF AMERICA
STATE OF MINNESOTA
CITY OF WORTHINGTON

GENERAL OBLIGATION SALES TAX REVENUE BONDS, SERIES 2020A

R-_____ \$_____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP No.</u>
____%	February 1, 20__	November 12, 2020	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS

CITY OF WORTHINGTON, MINNESOTA (the “City”), acknowledges itself to be indebted and hereby promises to pay to the registered owner named above, or registered assigns, the principal amount specified above on the maturity date specified above and promises to pay interest thereon from the date of original issue specified above or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, at the annual rate specified above, payable on February 1 and August 1 of each year, commencing August 1, 2021 (each such date, an “Interest Payment Date”), all subject to the provisions referred to herein with respect to the redemption of the principal of this Bond before maturity. The interest so payable on any Interest Payment Date shall be paid to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. Interest hereon shall be computed on the basis of a 360-day year composed of twelve 30-day months. The interest hereon and, upon presentation and surrender hereof at the principal office of the Registrar described below, the principal hereof are payable in lawful money of the United States of America drawn on Bond Trust Services Corporation, in Roseville, Minnesota, as bond registrar, transfer agent and paying agent (the “Registrar”), or its successor designated under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

This Bond is one of an issue in the aggregate principal amount of \$[PAR] issued pursuant to a resolution adopted by the City Council on October 26, 2020 (the “Resolution”), to finance certain projects in the City. This Bond is issued by authority of and in strict accordance with the provisions of the Constitution and laws of the State of Minnesota thereunto enabling, including Minnesota Statutes, Chapter 475 and Laws of Minnesota 2019, First Special Session, Chapter 6, Article 6, Section 33. For the full and prompt payment of the principal of and interest on the Bonds as the same become due, the full faith, credit and taxing power of the City have been and are hereby irrevocably pledged. The Bonds are issuable only in fully registered form, in denominations of \$5,000 or any integral multiple thereof, of single maturities.

Bonds maturing in 2030 and later years are each subject to redemption and prepayment at the option of the City, in whole or in part, and if in part in such order of maturity dates as the City may select and by

lot as selected by the Registrar (or, if applicable, by the bond depository in accordance with its customary procedures) in multiples of \$5,000 as to Bonds maturing on the same date, on February 1, 2029, and on any date thereafter, at a price equal to the principal amount thereof plus accrued interest to the date of redemption. Prior to the date specified for the redemption of any Bond prior to its stated maturity date, the City will cause notice of the call for redemption to be published if and as required by law, and, at least thirty days prior to the designated redemption date, will cause notice of the call to be mailed by first class mail (or, if applicable, provided in accordance with the operational arrangements of the bond depository), to the registered owner of any Bond to be redeemed at the owner's address as it appears on the Bond Register maintained by the Registrar, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of such Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

[COMPLETE THE FOLLOWING PROVISIONS IF THERE ARE TERM BONDS -
ADD ADDITIONAL PROVISIONS IF THERE ARE MORE THAN TWO TERM BONDS]

[Bonds maturing in the years 20__ and 20__ shall be subject to mandatory redemption, at a redemption price equal to their principal amount plus interest accrued thereon to the redemption date, without premium, on February 1 in each of the years shown below, in an amount equal to the following principal amounts:

<u>Term Bonds Maturing in 20__</u>		<u>Term Bonds Maturing in 20__</u>	
<u>Sinking Fund</u> <u>Payment Date</u>	<u>Aggregate</u> <u>Principal Amount</u>	<u>Sinking Fund</u> <u>Payment Date</u>	<u>Aggregate</u> <u>Principal Amount</u>
(final maturity)		(final maturity)	

Notice of redemption shall be given as provided in the preceding paragraph.]

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner's attorney, and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the designated transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date; subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to any such transfer or exchange.

The Bonds have been designated as "qualified tax-exempt obligations" pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended.

The City and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment

and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

Notwithstanding any other provisions of this Bond, so long as this Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company, or in the name of any other nominee of The Depository Trust Company or other securities depository, the Registrar shall pay all principal of and interest on this Bond, and shall give all notices with respect to this Bond, only to Cede & Co. or other nominee in accordance with the operational arrangements of The Depository Trust Company or other securities depository as agreed to by the City.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required; that, prior to the issuance hereof, the City has by the Resolution appropriated to the payment of the principal of and interest on the Bonds, on a parity with other obligations made payable therefrom, certain sales and use taxes imposed by the City, which amount is estimated to be not less than five percent in excess of the amounts necessary to pay the principal of and interest on the Bonds when due, and has appropriated such taxes to its General Obligation Sales Tax Revenue Bonds, Series 2020A Bond Fund for the payment of principal and interest; that if necessary for the payment of such principal and interest, additional ad valorem taxes are required to be levied upon all taxable property in the City, without limitation as to rate or amount; and that the issuance of this Bond, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Worthington, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile signatures of the Mayor and City Clerk.

CITY OF WORTHINGTON, MINNESOTA

(Facsimile Signature City Clerk)

(Facsimile Signature Mayor)

CERTIFICATE OF AUTHENTICATION

Dated _____

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

BOND TRUST SERVICES CORPORATION,
as Registrar

By _____
Authorized Representative

TEN COM --as tenants in common

UTMA as Custodian for
(Cust) (Minor)

TEN ENT --as tenants by the entireties under Uniform Transfers to Minors Act

(State)

JT TEN --as joint tenants with right of survivorship and not as tenants in common

ASSIGNMENT

Dated:

Signature Guaranteed: _____

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE:

CERTIFICATE OF NOBLES COUNTY AUDITOR
AS TO REGISTRATION AND TAX LEVY

The undersigned, being the duly qualified and acting County Auditor of Nobles County, Minnesota, hereby certifies that there has been filed in my office a certified copy of a resolution duly adopted on October 26, 2020, by the City Council of the City of Worthington, Minnesota, setting forth the form and details of an issue of \$[PAR] General Obligation Sales Tax Revenue Bonds, Series 2020A, dated as of November 12, 2020, and levying taxes for the payment thereof.

I further certify that the issue has been entered on my bond register and the tax required by law for their payment has been levied and filed as required by Minnesota Statutes, Sections 475.61 through 475.63.

WITNESS my hand and official seal on _____, 2020.

(SEAL)

County Auditor

CITY OF WORTHINGTON, MINNESOTA

SUMMARY OF PROPOSED ORDINANCE

AN ORDINANCE TO AMEND TITLE XV OF THE CITY CODE OF THE CITY OF WORTHINGTON, NOBLES COUNTY, MINNESOTA - PUD 7

THE CITY COUNCIL OF THE CITY OF WORTHINGTON DO ORDAIN, that on October 12, 2020, the City Council of the City of Worthington, Minnesota passed the first reading of proposed ordinance regarding land uses of PUD 7 and shared parking. Due to the lengthy nature of the proposed ordinance the following summary of the ordinance has been prepared for publication as authorized by state law:

The proposed ordinance which would amend Planned Unit Development (PUD) Number 7, better known as the Bioscience Park to allow parking to the property line with a shared parking agreement and changed the permitted and conditional land uses to allow most commercial land uses within the PUD by right or with a conditional use permit.

This ordinance shall take effect and be in full force from and after its passage and publication. A printed copy of the entire ordinance is available for inspection by any person in the office of the City Clerk during the City's regular office hours of 8:00 a.m. - 5:00 p.m. and on the website www.ci.worthington.mn.us.

APPROVED FOR PUBLICATION BY the City Council of the City of Worthington, Minnesota, this 26th day of October, 2020.

(SEAL)

CITY OF WORTHINGTON

Mayor

ATTEST: _____
City Clerk

VOTING IN FAVOR:

VOTING IN OPPOSITION:

CITY OF WORTHINGTON, MINNESOTA

SUMMARY OF PROPOSED ORDINANCE

AN ORDINANCE TO AMEND WORTHINGTON CITY CODE TITLE XI, CHAPTER 113: PEDDLERS, SOLICITORS AND TRANSIENT MERCHANTS TO INCLUDE MOBILE FOOD UNITS WITH VARIOUS RESTRICTIONS

THE CITY COUNCIL OF THE CITY OF WORTHINGTON DO ORDAIN, that on October 12, 2020, the City Council of the City of Worthington passed the first reading of proposed ordinance regarding Mobile Food Units. Due to the lengthy nature of the proposed ordinance the following summary of the ordinance has been prepared for publication as authorized by state law:

The proposed ordinance which would amend and create a new subchapter in Chapter 113: Peddlers, Solicitors and Transient Merchant Code to allow Mobile Food Units in commercial, industrial and for special events in institutional or public districts subject to certain conditions. Some of the conditions in the ordinance include:

1. Must have Department of Health Licensing;
2. Providing a Waste Management Plan;
3. Only can be operated from 7:00 AM to 11:00 PM;
4. Must be on hard surface and in place with at least 6 hard-surfaced spots for the general public when not part of a City approved event.
5. Can be in same location for more than 21 days with City approval

This ordinance shall take effect and be in full force from and after its passage and publication. A printed copy of the entire ordinance is available for inspection by any person in the office of the City Clerk during the City's regular office hours of 8:00 a.m. - 5:00 p.m. and on the website www.ci.worthington.mn.us.

APPROVED FOR PUBLICATION BY the City Council of the City of Worthington, Minnesota, this 26th day of October, 2020.

(SEAL)

CITY OF WORTHINGTON

Mayor

ATTEST: _____
City Clerk

VOTING IN FAVOR:

VOTING IN OPPOSITION:

PUBLIC SAFETY MEMO**DATE: OCTOBER 26, 2020****TO: HONORABLE MAYOR AND CITY COUNCIL****SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW****CASE ITEMS****1. OFFICE OF TRAFFIC SAFETY DWI ALL STAR HONORABLE MENTION AWARDS TO OFFICER REFSLAND AND OFFICER VANDERVEEN.**

Officers Refsland and VanderVeen have effectively played a role in reducing the number of local alcohol and drug related crashes and fatalities through their daily practices of education, prevention and enforcement. Their hard work is appreciated and we're fortunate to have them as Worthington Police Officers.

Each year, officers throughout the State of Minnesota are recognized for efforts associated with the arrests of impaired drivers. Tonight, Scott McConkey, the Southern Minnesota Law Enforcement Liaison from the Office of Traffic Safety, is here to present awards to officers Refsland and VanderVeen.

PUBLIC WORKS MEMO**DATE: OCTOBER 22, 2020****TO: HONORABLE MAYOR AND CITY COUNCIL****SUBJECT: ITEM REQUIRING CITY COUNCIL ACTION OR REVIEW****CASE ITEMS****1. PARK SALES TAX PROJECTS PROFESSIONAL SERVICES PROPOSAL**

Public Works staff, requested a proposal from Brian Bergstrom of Short Elliott Hendrickson Inc. for design and construction services, for the last two of our phase one sales tax park projects. These projects are as follows:

- Chautauqua Park restroom
- Chautauqua Park Bandshell remodel

The proposal (*Exhibit 1*) is included in your packet. Mr. Bergstrom's proposal for these design and construction services calls for a lump sum fee of \$43,000.00 plus some reimbursable expenses. Staff has had very positive experiences working with Mr. Bergstrom on previous City projects and is supportive of his proposal.

Council Action is requested to approve the proposal with Short Elliott Hendrickson Inc.

2. SALES TAX PROJECTS CIVIL AND SITE ENGINEERING SERVICES

Staff requested a proposal from Larye Mick of Midwest Engineering for civil and site engineering services for last two phase one park sales tax projects. The scope of work includes

Topographic surveys, site designs, construction documents and construction staking.

The proposed fees are a not to exceed hourly estimate. Midwest Engineering's proposal is included as *Exhibit 2*. The projects are as follows:

- Chautauqua Park Bathroom
- Chautauqua Park All-Inclusive playground
- Sidewalk and road modifications

The proposed fees for these services are

- Survey, Design, Construction Documents: \$7,500.00
- Construction Staking: \$4,500.00
- Total: \$12,000.00

It is Staff's recommendation to engage Midwest Engineering for Civil and Site Engineering on the three projects noted above.

Council action is requested.

3. **MINNESOTA DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT FOR AIRPORT IMPROVMENTS**

Council at their April 27, 2020 meeting approved contracts with Fahrner Asphalt Sealers, LLC: and Henning Construction, to make improvements to the Worthington Municipal Airport. These improvements, to Taxiways B & C, and Apron reconstruction, were contingent on receiving a FAA grant to provide any eligible funding.

As is standard procedure, MNDOT has, authorized a companion grant (*Exhibit 3*) to fund a 70% of the ineligible FAA portion of the associated cost of these airport improvements. The cost breakdown is:

FAA Eligible project cost	\$525,691.00
State DOT cost	\$87,576.97
City cost	\$37,532.88

Total project cost not to exceed \$650,800.85

Council action is requested to accept the MnDOT grant and pass the accompanying resolution.

4. **AUTHORIZE STAFF TO SIGN A PURCHASE ORDER FOR A NEW TRUCK AND ASSOCIATED EQUIPMENT**

In the City of Worthington's Public Works preliminary 2021 budget, was the purchase of a new 2021 tandem axle plow truck. This proposed truck will have a lead time of 10 to 14 months, depending on when we get the purchase order signed. The closer we get to the new year the longer the lead time will be, due to the influx of new orders. Staff is asking Councils authorization to sign a purchase order for this new proposed truck before the final 2021 City of Worthington budget is approved. If there needs to be changes to the final 2021 budget, staff will transfer funds from other ERS reserves or remove projects from our Public Works CIP. The amount added to our 2021 ERS reserves for this truck purchase is \$43,537.00

Council action is requested to allow Public Works staff to sign a purchase order for a new 2021 plow truck and associated equipment.

5. **APPROVE 10TH STREET PLAZA CHANGE ORDER NUMBER 2**

Dk Buildings LLC, our contactor for our Downtown Plaza, has submitted change order number two, (*Exhibit 4*) for this project. This change order includes:

Removal of contaminated soils. (449 tons)	Cost associated	\$42,828.00
Removal of extra footings.	Cost associated	\$3,345.00
10% overhead	Cost associated	\$4,617.00

Deduct for not painting shelter hardware.	Cost associated	\$-4,200.00
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Total Change Order		\$46,590.00
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Included as Exhibit 4B, in your packet, is a breakdown of these cost from our contractor on the project. Staff will have copies of a soil's summary of the site, available before Monday night's council meeting. The change order amount of \$46,590.00, will bring our total contract price to \$1,231,808.00. Our estimated probable cost for the project was \$1,601,799.82.

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



Joining the Best
in America

October 12, 2020

RE: **Exhibit A-1**
Professional Services Fee Proposal for
Chautauqua Park Improvements
Worthington, MN
SEH No. P-WORTC 157530

Mr. Todd Weitzema
Director of Public Works
City of Worthington
303 9th Street
Worthington, MN 56187

Dear Mr. Weitzema:

Thank you for the opportunity to submit this Proposal for Professional Services for your proposed Chautauqua Park Improvements project. Short Elliott Hendrickson Inc. (SEH) is pleased to present you with the following professional services fee proposal for the above referenced project. This proposal is based on providing building design and engineering services on a lump-sum fee basis that would take the project from project startup through completion of construction.

PROJECT UNDERSTANDING

The City of Worthington would like to provide upgrades to the existing Bandshell, develop a new Restroom Building to replace the existing restrooms and provide general electrical upgrades throughout Chautauqua Park as listed below:

- The existing Bandshell improvements will include replacement of the roofing, exterior siding, painting, minor plaster repairs, replacement of the wood framed risers on the stage, replacement of the exterior doors and upgrades to the main electrical panel and distribution. Existing lighting and outlets will remain. The Bandshell is currently listed on the National Historic Registry and improvements will follow the Secretary of the Interiors Design Standards for Historic Buildings.
- The restroom building will be constructed of a masonry structure and clad with wood or other materials to match the existing park aesthetics. The restroom building will include both men's and women's facilities with 3 to 4 fixtures each and a single user family restroom. The restrooms will be for season use only.
- Park electrical improvements will include new electrical distribution from the main power pedestal to the Bandshell and Restroom Building. The power pedestal and re-wiring of the street lighting will be provided by the local electrical utility provider.

Civil engineering services for the project, including geotechnical and site survey services, are being provided by others and are not included in this proposal.

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

SCOPE OF SERVICES

SEH proposes to provide Preliminary Design, Construction Document, Bidding, Permitting, and Construction Administration services for the proposed Buildings project. Services are anticipated to be required from the following disciplines:

- Architecture
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering

Preliminary Design

Development of preliminary building layouts and improvements. Included will be identification and selection of primary building systems, layouts, materials, and finishes.

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:

- Building code analysis
- Generation of Preliminary Building Plans, Roof Plans, and Exterior Elevations
- Design recommendations and layouts for building HVAC and Plumbing systems
- Design recommendations and layouts for building Power and Lighting systems
- Coordination with civil/site scopes of work

Construction Documents

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

This phase includes one document review meeting for feedback and refinement of generated work, and at the completion of this phase a Project Estimate of Probable Cost will be generated for each package. 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
- Architectural building floor, ceiling and roof plans
- Exterior building elevations and details
- Building and wall sections and details
- Interior elevations, finish schedules and details
- Structural foundation and framing plans, details and schedules
- HVAC plans, details and schedules
- Plumbing plans, details and schedules
- Power Plans, details and schedules
- Lighting Plans, details and schedules
- Electrical details and schedules
- Coordination with civil/site scopes of work
- Project Estimate of Probable Cost

Proposal for Professional Services
Chautauqua Park Improvements
City of Worthington, MN
Page 3

Bidding Assistance

Preparation of bid documents for distribution to bidding contractors. The project will be bid/quoted in two separate packages. Quotes will be solicited from contractors for the Bandshell improvements portion of the project while the New Restroom and Electrical Improvements will be publicly bid. Assistance will be provided to administer the quote solicitation and public bid process for contractor selection and generation of construction contracts. Activities include:

- Soliciting quotes from three contractors for the Bandshell Improvements.
- Issuance of advertisement for Bids and distribution of bid documents for restroom and electrical scopes of work.
- 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 and quote 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 final 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 Contracts between the Owner and the Contractor for the construction of the project. Construction administration services will be provided for both the Bandshell and restrooms portions of the project separately. 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 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. Value engineering
2. Renderings and 3-D Modeling
3. Energy Modeling
4. Noise abatement/Acoustical studies
5. Environmental testing and engineering
6. Site surveying services
7. Geotechnical engineering
8. Civil engineering
9. Landscape design
10. Permitting fees and expediting services
11. Special structural Inspections
12. Additional site visits beyond those outlined in this Project Scope

Proposal for Professional Services
Chautauqua Park Improvements
City of Worthington, MN
Page 4

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. It is our understanding that the City would like to release the bidding packages to bidders in February of 2021.

PROJECT FEES

We propose to provide the professional services as defined in this proposal for a lump-sum fee of \$43,000 exclusive of 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 the attached Agreement for Professional Services. If you have any additional 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
Principal / Project Manager

x:\uzhww\uric15480511-gen\10 setup-conf\03-proposal\chautauqua park\wr\thringon 10th street plaza - exhibit a1.docx

Agreement for Professional Services

This Agreement is effective as of October 12, 2020, between City of Worthington, MN (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Chautauqua Park Improvements Project.

Client's Authorized Representative: Todd Weitzema
 Address: 303 9th Street
Worthington, MN 56187
 Telephone: 507.360.8764 email: tew@ci.worthington.mn.us

Project Manager: Brian Bergstrom, AIA
 Address: 3535 Vadnais Center Drive
St. Paul, MN 55110
 Telephone: 651.490.2031 email: bbergstrom@sehinc.com

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

Scope of Services: See attached Exhibit A-1.

Schedule: See attached Exhibit A-1.

Payment: See Exhibit A-1 for Lump-Sum Fee exclusive of reimbursable expenses.
 The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2.

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

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

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

Short Elliott Hendrickson Inc.

City of Worthington, MN

By: Brian Bergstrom
Brian Bergstrom, AIA
Title: Principal / Project Manager

By: _____
Title: _____

Exhibit A-2
to Agreement for Professional Services
Between City of Worthington, MN (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated October 12, 2020

Payments to Consultant for Services
Using the Lump Sum Plus Expenses Option

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

A. Lump Sum Plus Expenses Option

The Client and Consultant may select Lump Sum Plus Expenses for payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any, for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, and profit. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary to complete Consultant's services at their standard rates.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in the Agreement and this Exhibit.

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

document1

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

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

B. Schedule

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

C. Additional Services

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

D. Suspension and Termination

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

SECTION II – CLIENT RESPONSIBILITIES

A. General

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

SECTION III – PAYMENTS

A. Invoices

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

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

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

B. Indemnity for Environmental Issues

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

C. Limitations on Consultant's Liability

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

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

D. Assignment

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

SECTION V – DISPUTE RESOLUTION

A. Mediation

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

B. Litigation – Choice of Venue and Jurisdiction

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

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

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

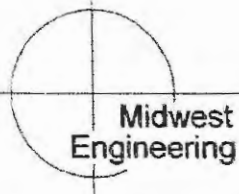
B. Client Use of Instruments of Service

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

C. Reuse of Documents

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

(507) 360-0153

726 Dugdale Avenue
Worthington, MN 56187-3067

October 16, 2020

Todd Wietzema
City of Worthington
303 Ninth Street
Worthington, MN 56187

Re: Engineering proposal for civil work at Chautauqua Park

Dear Todd,

In response to your request I have put together the following proposal items for your consideration. I would be responsible for a topographic survey, civil engineering site design, and civil construction staking. This work would also include coordination with the city's architect (SEH, Inc) and city engineer concerning site and design issues. SEH, Inc. would be responsible for the actual building design and construction. My final civil plans would be included with the architects drawings and the architect would be responsible for the competitive bidding and construction contract procedures.

Note that actual design of the play equipment would be by the city or city's supplier. I would assist with location and elevation issues.

I have broken the costs down into a survey-design-drawing phase and a construction staking phase. Estimated hours and costs are given with a not-to-exceed total unless further authorization is received.

**CHAUTAUQUA PARK RESTROOM AND UTILITY SERVICES, PLAYGROUND,
HANDICAPPED PARKING, RESTROOM PARKING AND MINOR ROADWAY
MODIFICATIONS:**

Survey-Design-Drawings = 100 hours @ \$ 75.00 = \$ 7,500.00

Construction staking = 60 hours @ \$ 75.00 = \$ 4,500.00

Total = \$ 12,000.00

Sincerely,

Larye Mick, P.E.
Midwest Engineering

GRANT AGREEMENT FOR AIRPORT IMPROVEMENT EXCLUDING LAND ACQUISITION

This Agreement is by and between the State of Minnesota acting through its Commissioner of Transportation ("State"), and the City of Worthington ("Recipient").

WHEREAS, the Recipient desires the financial assistance of the State for an airport improvement project ("Project") as described in Article 2 below; and

WHEREAS, the State is authorized by Minnesota Statutes Sections 360.015 (subdivisions 13 & 14) and 360.305 to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, or maintenance of airports and other air navigation facilities; and

WHEREAS, the Recipient has provided the State with the plans, specifications, and a detailed description of the airport improvement Project.

NOW, THEREFORE, it is agreed as follows:

1. This Agreement is effective upon execution by the Recipient and the State, and will remain in effect until 6/30/2025.
2. The following table provides a description of the Project and shows a cost participation breakdown for each item of work:

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Local Share</u>
FAA Eligible Project Costs	100%	0%	0%
FAA Ineligible Project Costs	0%	70%	30%
Overall Project Costs	80.78%	13.46%	5.77%

3. The Project costs will not exceed \$650,800.85. The proportionate shares of the Project costs are: Federal: Committed \$525,691.00; State: \$87,576.97, and Recipient: \$37,532.88. This project is not expected to be completed this fiscal year. Any additional funds are not committed by the state and are only available after being made so by the U.S. government. Federal funds for the Project will be received and disbursed by the State. In the event federal reimbursement becomes available or is increased for this Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No funds are committed under this Agreement until they are encumbered by the State. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Recipient has complied with all terms of this Agreement, and furnished all necessary records.
4. The Recipient will designate a registered engineer (the "Project Engineer") to oversee the Project work. If, with the State's approval, the Recipient elects not to have such services performed by a registered engineer, then the Recipient will designate another responsible person to oversee such work, and any references herein to the "Project Engineer" will apply to such responsible person.
5. The Recipient will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference. Any changes in the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Recipient, the Project Engineer, and the contractor. Change orders must be submitted to the State. Subject to the availability of funds the State may prepare an amendment to this Agreement to reimburse the Recipient for the allowable costs of qualifying change orders.
6. The Recipient will make payments to its contractor on a work-progress basis. The Recipient will submit requests for reimbursement of certified costs to the State on state-approved forms. The State will reimburse the Recipient for the state and federal shares of the approved Project costs.
 - a. At regular intervals, the Recipient or the Project Engineer will prepare a partial estimate in accordance with the terms of the contract, special provisions, and standard specifications for the Project(s). Partial estimates must be completed no later than one month after the work covered by the estimate is completed. The Project Engineer and the contractor must certify that each partial estimate is true and correct, and that the costs have not been included on a previous estimate.

- b. Following certification of the partial estimate, the Recipient will make partial payments to the contractor in accordance with the terms of the contract, special provisions, and standard specifications for the Project(s).
 - c. Following certification of the partial estimate, the Recipient may request reimbursement from the State for costs eligible for federal and state participation. A copy of the partial estimate must be included with the Recipient's request for payment. Reimbursement requests and partial estimates should not be submitted if they cover a period in which there was no progress on the Project.
 - d. Upon completion of the Project(s), the Recipient will prepare a final estimate in accordance with the terms of the contract, special provisions, and standard specifications for the Project(s). The final estimate must be certified by the Recipient, Project Engineer and the contractor.
 - e. Following certification of the final estimate, the Recipient will make final payment to the contractor in accordance with the terms of the contract, special provisions, and standard specifications for the Project(s).
 - f. Following certification of the final estimate, the Recipient may request reimbursement from the State for costs eligible for federal and state participation. A request for final payment must be submitted to the State along with those project records required by the State.
7. For a Project which involves the purchase of equipment, the Recipient will be reimbursed by the State in one lump sum after the Recipient: (1) has acquired both possession and unencumbered title to the equipment; and (2) has presented proof of payment to the State, and (3) a certificate that the equipment is not defective and is in good working order. The Recipient will keep such equipment, properly stored, in good repair, and will not use the equipment for any purpose other than airport operations.
 8. If the Project involves force-account work or project donations, the Recipient must obtain the written approval of the State and Federal Aviation Administration (FAA). Force-account work performed or project donations received without written approval by the State will not be reimbursed under this Agreement. Force-account work must be done in accordance with the schedule of prices and terms established by the Recipient and approved by the State.
 9. Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (g) (1), the Recipient will operate its airport as a licensed, municipally-owned public airport at all times of the year for a period of 20 years from the date the Recipient receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. The Recipient will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property, which is purchased or improved with State aid funds without prior written approval from the State. If the State approves such transfer or change in use, the Recipient must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.
 10. This Agreement may be terminated by the Recipient or State at any time, with or without cause, upon ninety (90) days written notice to the other party. Such termination will not remove any unfulfilled financial obligations of the Recipient as set forth in this Agreement. In the event of such a termination, the Recipient will be entitled to reimbursement for eligible expenses incurred for work satisfactorily performed on the Project up to the date of termination. The State may immediately terminate this Agreement if it does not receive sufficient funding from the Minnesota Legislature or other funding source, or such funding is not provided at a level sufficient to allow for the continuation of the work covered by this Agreement. In the event of such termination, the Recipient will be reimbursed for work satisfactorily performed up to the effective date of such termination to the extent that funds are available. In the event of any complete or partial state government shutdown due to a failure to have a budget approved at the required time, the State may suspend this Agreement, upon notice to the Recipient, until such government shutdown ends, and the Recipient assumes the risk of non-payment for work performed during such shutdown.
 11. Pursuant to Minnesota Rules 8800.2500, the Recipient certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Recipient has the legal authority to engage in the Project as proposed.
 12. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the Recipient will maintain such records and provide such information, at the request of the State, so as to permit the Department of Transportation, the Legislative Auditor, or the State Auditor to examine those books, records, and accounting procedures and practices of the Recipient relevant to this Agreement for a minimum of six years after the expiration of this Agreement.

13. The Recipient will save, defend, and hold the State harmless from any claims, liabilities, or damages including, but not limited to, its costs and attorneys' fees arising out of the Project which is the subject of this Agreement.
14. The Recipient will not utilize any state or federal financial assistance received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Recipient from utilizing these funds to pay any party who might be disqualified or debarred after the Recipient's contract award on this Project.
15. All contracts for materials, supplies, or construction performed under this Agreement will comply with the equal employment opportunity requirements of Minnesota Statutes Section 181.59.
16. The amount of this Agreement is limited to the dollar amounts as defined in Article 3 above. Any cost incurred above the amount obligated by the State is done without any guarantee that these costs will be reimbursed in any way. A change to this Agreement will be effective only if it is reduced to writing and is executed by the same parties who executed this Agreement, or their successors in office.
17. For projects that include consultant services, the Recipient and its consultant will conduct the services in accordance with the work plan indicated in the Recipient's contract for consultant services, which shall be on file with the State's Office of Aeronautics. The work plan is incorporated into this Agreement by reference. The Recipient will confer on a regular basis with the State to coordinate the design and development of the services.
18. The parties must comply with the Minnesota Government Data Practices Act, as it relates to all data provided to or by a party pursuant to this Agreement.
19. Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
20. For projects including federal funding, the Recipient must comply with applicable regulations, including, but not limited to, Title 14 Code of Federal Regulations, subchapter L, part 151; and Minnesota Rules Chapter 8800. The Catalog of Federal Domestic Assistance (CFDA) number for the federal Airport Improvement Program is 20.106.
21. For all projects, the Recipient must comply, and require its contractors and consultants to comply, with all federal and state laws, rules, and regulations applicable to the work. The Recipient must advertise, let, and award any contracts for the project in accordance with applicable laws. The State may withhold payment for services performed in violation of applicable laws.
22. Under this Agreement, the State is only responsible for receiving and disbursing federal and state funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Recipient, however, the Recipient will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Recipient's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

By: _____

Date: _____

SWIFT Purchase Order: _____

Recipient

Recipient certifies that the appropriate person(s) have executed the Agreement on behalf of the Recipient as required by applicable resolutions, charter provisions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Commissioner, Minnesota Department of Transportation

By: _____
Director, Office of Aeronautics

Date: _____

Mn/DOT Grant Management Unit

By: _____

Date: _____

Mn/DOT Contract Management

as to form & execution

By: _____

Date: _____



Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> 10th Street Plaza 903 2nd Avenue Worthington, MN 56187	CONTRACT INFORMATION: Contract For: General Construction Date: August 03, 2020	CHANGE ORDER INFORMATION: Change Order Number: 002 Date: October 20, 2020
OWNER: <i>(Name and address)</i> City of Worthington 303 Ninth Street Worthington, MN 56187	ARCHITECT: <i>(Name and address)</i> Short Elliott Hendrickson, Inc. 3535 Vadnais Center Drive St. Paul, MN 55110	CONTRACTOR: <i>(Name and address)</i> DK Buildings, LLC 2625 Fox Farm Drive Worthington, MN 56187

THE CONTRACT IS CHANGED AS FOLLOWS:

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

- 1.) Additional removal of contaminated soils, buried concrete footings and gas line.

Added cost for labor and materials: \$50,790.00

- 2.) Credit for eliminating the painted finish on the pavilion truss hardware.

Credit for labor and materials: \$4,200

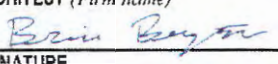
The original Contract Sum was	\$ 1,147,500.00
The net change by previously authorized Change Orders	\$ 37,718.00
The Contract Sum prior to this Change Order was	\$ 1,185,218.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 46,590.00
The new Contract Sum including this Change Order will be	\$ 1,231,808.00

The Contract Time will be increased by Nine (9) days.

The new date of Substantial Completion will be May 10, 2021

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

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

Short Elliott Hendrickson, Inc. ARCHITECT <i>(Firm name)</i> 	DK Buildings, LLC CONTRACTOR <i>(Firm name)</i>	City of Worthington OWNER <i>(Firm name)</i>
SIGNATURE	SIGNATURE	SIGNATURE
Brian Bergstrom, AIA, Project Manager PRINTED NAME AND TITLE	Daniel Krieger, President PRINTED NAME AND TITLE	Todd Wietzema PRINTED NAME AND TITLE
10/20/2020 DATE	DATE	DATE

	Labor	Skid	Excavator	Payloader	Hydro hammer	Disposal/Landfill	Aggregate	Saw	Trucking	Trucking (dump rate)	Poly	Packer	Total
Change Order #2													
Contaminated soil (449 ton)	69	16	11	22		29203				21	350		
Over excavation of NW footing where oil separator was located	4.5	1	1	0.75			262						
Wall footing along 10th	5.5		3.5	1.25	2				1.3			1	
Wall footing under sidewalk on corner of 10th and 2nd	3		1.5	1	1.5				1			1	
Gas line removal in column footing excavation	5							100	0.5				
Total Quantity	87	17	17	25	4	29203	262	100	3	21	350	2	
Rate	60	90	125	125	50	1	1	1	150	170	1	50	
Total	5220	1530	2125	3125	175	29203	262	100	413	3570	350	100	46173
Overhead 10%													4617
Deduct: Pavillion post and hardware not painting over HDG													-4200
Grand Total													46590
Additional Days	4												
Future change order:													

ENGINEERING MEMO

DATE: OCTOBER 21, 2020
TO: HONORABLE MAYOR AND COUNCIL
SUBJECT: ITEMS REQUIRING COUNCIL ACTION OR REVIEW

AGENDA CASE ITEMS

1. REAPPORTION SPECIAL ASSESSMENTS FOR PAVING IMPROVEMENT NO. 108

The Economic Development Authority's (EDAu) sale of approximately 1.1 acres of property abutting 27th Street to HHS, LLC., is cause for reapportioning the assessments previously levied against the entire tract owned by the EDAu. A petition has been received requesting reapportionment of the assessments in a manner they would have been assessed if the two lots existed at the time the improvements were completed. The petition is included in Exhibit 1. The original paving improvement assessments were, and the reapportionments as proposed and petitioned for are, on a per front foot basis. Council may note the paving improvement did include sewer and water extensions. Staff recommends that Council pass the resolution in Exhibit 1 reapportioning the assessments in the manner petitioned for.

2. RESOLUTION GRANTING BLANKET APPROVAL TO PLACE OBSTRUCTIONS ON SIDEWALKS IN THE DOWNTOWN AREA

Resolution 2020-04-16 granting a blanket approval or permit to place obstructions on sidewalks in the area bound by the center lines of 9th Street, 11th Street, 2nd Avenue, and 5th Avenue will terminate on November 1, 2020.

Staff proposes that Council approve the new resolution in Exhibit 2, adjusting the dates for 2021 to be from April 1, 2021 through November 1, 2021. All other provisions of the previous resolution remain the same.

Staff recommends Council adopt the resolution in Exhibit 2.

PETITION FOR REAPPORTIONMENT

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

Council Members:

On Oct. 2, 2020, the unpaid balance of special assessments levied upon the following described property, as shown on the assessment records of the City of Worthington, was as follows:

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

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

TOGETHER WITH

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

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

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

Paving Improvement No. 108	(31180)	481 feet	\$17,301.24
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We, the undersigned, being the owners of said real property, do hereby petition that said special assessments levied upon said real property be reapportioned among the following described properties in the following manner and amounts, pursuant to the approval of a minor subdivision and transfer of ownership of the aforementioned property in said Section 14. We, the undersigned, do understand that

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


Tract 1:

That part of the Northeast Quarter of the Northeast Quarter of Section 14, Township 102 North, Range 40 West, City of Worthington, Nobles County, Minnesota, described as follows:

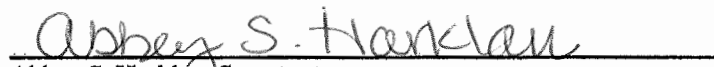
Commencing at the Northeast corner of said Section 14; thence on an assumed bearing of South 89 degrees 48 minutes 13 seconds West, along the north line of said section, a distance of 390.50 feet; thence South 0 degrees 11 minutes 47 seconds East a distance of 35.00 feet to an iron monument located on the north line of a tract as recorded in Document No. 363340, said iron monument being the point of beginning of the tract to be described; thence continuing South 0 degrees 11 minutes 47 seconds East a distance of 253.00 feet to an iron monument located on the south line of said tract as recorded in Document No. 363340; thence South 89 degrees 48 minutes 13 seconds West, along said south line, a distance of 190.50 feet to the west line of said tract; thence North 0 degrees 11 minutes 47 seconds West, along said west line, a distance of 253.00 feet to the north line of said tract; thence North 89 degrees 48 minutes 13 seconds East, along said north line, a distance of 190.50 feet to the point of beginning, containing 1.106 acres, subject to easements of record in said county and state.

Paving Improvement No. 108 (31180) 190.5 feet \$6,852.15

HHS, LLC.


Ryan Harklau, President

9-30-20
Date


Abbey S. Harklau, Secretary

9/30/20
Date

Tract 2:

That part of the Northeast Quarter of the Northeast Quarter of Section 14, Township 102 North, Range 40 West, City of Worthington, Nobles County, Minnesota, described as follows:

Commencing at the Northeast corner of said Section 14; thence on an assumed bearing of South 89 degrees 48 minutes 13 seconds West, along the north line of said section, a distance of 390.50 feet; thence South 0 degrees 11 minutes 47 seconds East a distance of 35.00 feet to an iron monument located on the north line of a tract as recorded in Document No. 363340, said iron monument being the point of beginning of the tract to be described; thence continuing South 0 degrees 11 minutes 47 seconds East a distance of 253.00 feet to an iron monument located on the south line of said tract as recorded in Document No 363340; thence North 89 degrees 48 minutes 13 seconds East, along the south line of said tract, a distance of 190.50 feet to an iron monument; thence North 0 degrees 11 minutes 47 seconds West a distance of 253.00 feet to an iron monument located on the north line of said tract as recorded in Document No. 363340; thence South 89 degrees 48 minutes 13 seconds West, along said north line, a distance of 190.50 feet to the point of beginning, containing 1.106 acres, subject to easements now of record in said county and state, subject to an easement over the east 25 feet thereof.

Together with,

That part of the Northeast Quarter of the Northeast Quarter of Section 14, Township 102 North, Range 40 West, City of Worthington, Nobles County, Minnesota, described as follows:


Commencing at the Northeast corner of said Section 14; thence on an assumed bearing of South 89 degrees 48 minutes 13 seconds West, along the north line of said section, a distance of 390.50 feet; thence South 0 degrees 11 minutes 47 seconds East a distance of 35.00 feet to an iron monument located on the north line of a tract as recorded in Document No. 363340; thence North 89 degrees 48 minutes 13 seconds East, along said north line, a distance of 190.50 feet to an iron monument, said last described iron monument being the point of beginning of the tract to be described; thence South 0 degrees 11 minutes 47 seconds East a distance of 253.00 feet to an iron monument located on the south line of said tract as recorded in Document No 363340; thence North 89 degrees 48 minutes 13 seconds East, along the south line of said tract, a distance of 98.76 feet; thence North 0 degrees 03 minutes 02 seconds East a distance of 253.00 feet to the north line of said tract as recorded in Document No. 363340; thence South 89 degrees 48 minutes 13 seconds West, along said north line, a distance of 99.85 feet to the point of beginning, containing 0.577 acres, subject to easements now of record in said county and state.

Paving Improvement No. 108 (31180)

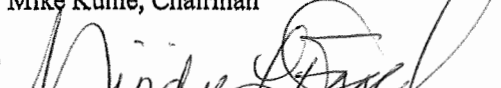
289.8 feet

\$10,449.09

City of Worthington Economic Development Authority


Mike Kuhle, Chairman

10/02/2020
Date


Mindy L. Eggers, Secretary

10/02/2020
Date

RESOLUTION NO. 2020-10-**REAPPORTIONING THE SPECIAL ASSESSMENTS FOR
PAVING IMPROVEMENT NO. 108**

WHEREAS, On October 2, 2020, the unpaid balance of special assessments levied upon the following described property, as shown on the assessment records of the City of Worthington, was as follows:

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

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

TOGETHER WITH

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

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

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

	Paving Improvement No. 108	(31180)	481 feet	\$17,301.24
and				

WHEREAS, The property listed above has been rearranged; and

WHEREAS, The owners of the properties now request, by petition filed with the City on October 26, 2020, that the unpaid balance of the special assessments be reapportioned among the following described properties pursuant to the transfer of ownership in said Section 14, City of Worthington, Nobles County, Minnesota; and

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

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

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

Tract 1:

That part of the Northeast Quarter of the Northeast Quarter of Section 14, Township 102 North, Range 40 West, City of Worthington, Nobles County, Minnesota, described as follows:

Commencing at the Northeast corner of said Section 14; thence on an assumed bearing of South 89 degrees 48 minutes 13 seconds West, along the north line of said section, a distance of 390.50 feet; thence South 0 degrees 11 minutes 47 seconds East a distance of 35.00 feet to an iron monument located on the north line of a tract as recorded in Document No. 363340, said iron monument being the point of beginning of the tract to be described; thence continuing South 0 degrees 11 minutes 47 seconds East a distance of 253.00 feet to an iron monument located on the south line of said tract as recorded in Document No 363340; thence South 89 degrees 48 minutes 13 seconds West, along said south line, a distance of 190.50 feet to the west line of said tract; thence North 0 degrees 11 minutes 47 seconds West, along said west line, a distance of 253.00 feet to the north line of said tract; thence North 89 degrees 48 minutes 13 seconds East, along said north line, a distance of 190.50 feet to the point of beginning, containing 1.106 acres, subject to easements of record in said county and state.

Paving Improvement No. 108	(31180)	190.5 feet	\$6,852.15
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Tract 2:

That part of the Northeast Quarter of the Northeast Quarter of Section 14, Township 102 North, Range 40 West, City of Worthington, Nobles County, Minnesota, described as follows:

Commencing at the Northeast corner of said Section 14; thence on an assumed bearing of South 89 degrees 48 minutes 13 seconds West, along the north line of said section, a distance of 390.50 feet; thence South 0 degrees 11 minutes 47 seconds East a distance of 35.00 feet to an iron monument located on the north line of a tract as recorded in Document No. 363340, said iron monument being the point of beginning of the tract to be described; thence continuing South 0 degrees 11 minutes 47 seconds East a distance of 253.00 feet to an iron monument located on the south line of said tract as recorded in Document No 363340; thence North 89 degrees 48 minutes 13 seconds East, along the south line of said tract, a distance of 190.50 feet to an iron monument; thence North 0 degrees 11 minutes 47 seconds West a distance of 253.00 feet to an iron monument located on the north line of said tract as recorded in Document No. 363340; thence South 89 degrees 48 minutes 13 seconds West, along said north line, a distance of 190.50 feet to the point of beginning, containing 1.106 acres, subject to easements now of record in said county and state, subject to an easement over the east 25 feet thereof.

*Resolution No. 2020-10**Page 3 of 3*

Together with,

That part of the Northeast Quarter of the Northeast Quarter of Section 14, Township 102 North, Range 40 West, City of Worthington, Nobles County, Minnesota, described as follows:

Commencing at the Northeast corner of said Section 14; thence on an assumed bearing of South 89 degrees 48 minutes 13 seconds West, along the north line of said section, a distance of 390.50 feet; thence South 0 degrees 11 minutes 47 seconds East a distance of 35.00 feet to an iron monument located on the north line of a tract as recorded in Document No. 363340; thence North 89 degrees 48 minutes 13 seconds East, along said north line, a distance of 190.50 feet to an iron monument, said last described iron monument being the point of beginning of the tract to be described; thence South 0 degrees 11 minutes 47 seconds East a distance of 253.00 feet to an iron monument located on the south line of said tract as recorded in Document No 363340; thence North 89 degrees 48 minutes 13 seconds East, along the south line of said tract, a distance of 98.76 feet; thence North 0 degrees 03 minutes 02 seconds East a distance of 253.00 feet to the north line of said tract as recorded in Document No. 363340; thence South 89 degrees 48 minutes 13 seconds West, along said north line, a distance of 99.85 feet to the point of beginning, containing 0.577 acres, subject to easements now of record in said county and state.

Paving Improvement No. 108	(31180)	289.8 feet	\$10,449.09
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2. That a copy of this resolution be filed in the Office of the City Clerk with the assessment rolls pertaining to the assessment.

Adopted by the City Council of the City of Worthington, Minnesota, this the 26th day of October, 2020.

(SEAL)

Mike Kuhle, Mayor

Attest

Mindy L. Eggers. City Clerk

RESOLUTION NO.**RESOLUTION GRANTING APPROVAL TO PLACE OBSTRUCTIONS
ON PUBLIC SIDEWALKS**

WHEREAS, The City Council of the City of Worthington recognizes the inherent relationship between creating an active, accessible, and vibrant downtown environment, the vitality of private property, and ensuring the use of the public sidewalks for all of its intended purposes.

and

WHEREAS, The placement of obstructions on public sidewalks requires adequate regulation.

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

The City of Worthington hereby grants a permit to businesses to place obstructions, hereinafter referred to as items, on public sidewalks in the area of Worthington bound by the centerlines of 2nd Avenue, 5th Avenue, 9th Street and 11th Street from April 1, 2021 through November 1, 2021, subject to the following conditions:

1. To the extent feasible, the public sidewalk, any other public facilities, and access to items placed by the business must be maintained in conformance with Americans with Disabilities Act (ADA) regulations and Public Right-of Way Accessibility Guidelines (PROWAG) at all times.
2. Items must be placed in an area that abuts and is contiguous with the business, excluding any parking lot or area.
3. Prior to placing any item on a public walk the business must furnish a certificate of insurance meeting the following requirement to the City Clerk:

Liability Insurance in an amount not less than \$1,000,000.00 with the City endorsed as an additional insured.

4. An authorized representative of the business must agree in writing on a form provided by the City Clerk that to the fullest extent permitted by law, the party agrees to defend, indemnify and hold harmless the City, and its employees and officials, from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of the party's authorized use of city streets, sidewalks and rights of way under this Permit.
5. The business must provide cleaning as needed to maintain the absence of litter, stains, and spills.
6. The business must remove all items from the public walk when the business is not open.

7. The business must immediately remove all items as needed for repair, maintenance and installation of public infrastructure including private utilities upon the request of a city or utility company representative.

8. The business may not paint, stain, score, drill or otherwise alter sidewalk surfaces or their appearance.

Adopted by the City Council of the City of Worthington, Minnesota, this the 26th day of October, 2020.

(SEAL)

Mike Kuhle, Mayor

Attest: _____
Mindy L. Eggers, City Clerk

COMMUNITY/ECONOMIC DEVELOPMENT MEMO

DATE: OCTOBER 26, 2020
TO: HONORABLE MAYOR AND CITY COUNCIL
SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

CASE ITEMS

1. PUBLIC HEARING ON PROPOSED ORDINANCE TO AMEND FLOODPLAIN MANAGEMENT CHAPTER 152.012: INCORPORATION OF MAPS BY REFERENCE (CITY OF WORTHINGTON)

The City of Worthington applied for a Letter of Map Revision (LOMR) of the City of Worthington Flood Maps to the Federal Emergency Management Agency (FEMA) in 2018 for work that was done on County Ditch 12 for flood mitigation. FEMA has now approved this LOMR and new flood maps are scheduled to go into effect on December 31, 2020. The Minnesota Department of Natural Resources has suggested that the City's floodplain ordinance in Chapter 152.012 referencing the maps be updated to include this LOMR. Their suggestions can be seen in Exhibit 1A for the following text amendment to Chapter 152.012. The revised maps are currently available to view on the City's website and a before and after flood map can be seen in Exhibit 1B. Staff would recommend approval of the text amendment as suggested by the Department of Natural Resources.

If Council agrees with the proposed ordinance, they may pass the first reading of the proposed ordinance by motion.

Council action is requested.

2. TEXT AMENDMENT – INOPERABLE VEHICLES AND AUTO REPAIR LOTS CHAPTERS 92, 97, 99 AND 155 (CITY OF WORTHINGTON)

The City of Worthington is considering a text amendment to chapters 92, 97, 99 and 155 of the City Code to address inoperable vehicles and in particular inoperable vehicles at auto repair shops that are creating a nuisance. Council discussed the matter at their October 12, 2020 meeting and table the proposed text amendment for City Staff and legal counsel to review if putting State Statute 161.242 regarding junkyards within a half mile of state trunk highways should be added to the ordinance. Staff and legal counsel have reviewed the request and found that adding the language would not be any more beneficial to the City in dealing with inoperable vehicles and junkyards in the ordinance. If council agrees with the ordinance, they may pass the first reading of the proposed ordinance seen in Exhibit 2A by motion.

If the first reading is approved, staff would recommend that Council determines that publication of the title and a summary would be sufficient to clearly inform the public of the intent and of the ordinance. Council then should vote by a 4/5 margin to direct that only

the title of the ordinance and the summary to be published. The proposed ordinance summary for the inoperable vehicles' ordinance can be seen in Exhibit 2B.

Council action is requested.

3. PURCHASE AGREEMENT (COMMUNITY ASSET DEVELOPMENT GROUP)

At its May 11, 2020 meeting, the City Council approved a memorandum of understanding (MOU) with the Community Asset Development Group. The agreement established the City's intent to sell approximately two acres of property south of Darling Drive west of Grand Avenue to the developer to build a 40-unit market rate housing project. The agreement also stated the City's intent to provide sufficient tax increment financing to ensure the developer a reasonable rate of return on the project.

The developer has submitted the purchase agreement shown in Exhibit 3A to purchase the property outlined in the MOU. The purchase price of the property in the proposed agreement is listed as \$97,000. The City's current and future costs associated with the property are as follows:

<u>Item</u>	<u>Amount</u>
Purchase Price (1.95 acres at \$32,500 per acre)	\$63,375.00
2020 Assessments Paid by City	\$3,600.00
Current Assessments	\$31,075.00
Cancelled Assessments	\$5,705.00
<u>Estimated Closing Costs</u>	<u>\$2,480.00</u>
Total	\$106,235.00

The purchase price and assessment amounts are based on an approximate property size. A more accurate property size (and assessment amount) will not be known until a survey for the property is completed. The property is also currently owned by the City of Worthington and staff intends to request the Council to transfer ownership of the property to the City's EDA after the property has been subdivided before it is sold. The purchase agreement requires the City to pay the levied, outstanding, and pending assessments and the closing costs generally covered by the seller.

After reviewing with the agreement submitted to the City with the City Attorney, staff is recommending the following changes to the purchase agreement:

- Change the amount on the purchase agreement to \$107,000.00 to reflect the City's total costs
- A provision permitting the City to transfer the agreement to the City EDA

- Insertion of the requirement that the agreement be subject to Minn. Stat. 469.105 regarding sale of property by an economic development authority in the State of Minnesota

A revised copy of the purchase agreement incorporating the changes outlined above will be prepared by staff and will be provided to the City Council under separate cover. Council is requested to consider approval of a purchase agreement for the property Community Asset Development Group is requesting to purchase for their proposed project.

4. GRANT CONTRACT AGREEMENT (STATE OF MINNESOTA)

On June 8, 2020, the City Council passed a resolution supporting an application from Swift Pork Company (Swift) to the Minnesota Department of Employment and Economic Development (DEED). The application requested \$450,000 in Minnesota Investment Funds (MIF) to assist with Swift's planned freezer warehouse project. On July 28, 2020, the City was informed that Swift Pork Company was approved for a \$450,000 in MIF award by DEED.

The next step in this process is the establishment of a grant contract between the City of Worthington and DEED. The proposed contract shown in Exhibit 4A was provided by DEED and has been reviewed by legal counsel at Dorsey and Whitney (representing the City). Since Dorsey's review of the last draft, DEED changed the first reporting period from year-end 2020 to June 30, 2021 because the Grant is being executed during the 4th quarter of the calendar year. Assuming Council approves the grant contract, the executed copy of the agreement will be forwarded to DEED via email to be executed by its Commissioner. Once the agreement is executed by DEED's Commissioner, Swift may order the equipment that will be purchased using these funds. Assuming the grant contract is approved, the next step will be the creation and consideration of loan documents between the City of Worthington and Swift for the awarded funds.

Council is requested to consider the proposed grant contract agreement shown in Exhibit 4A.

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND WORTHINGTON CITY CODE TITLE XV, CHAPTER
152.012 TO INCLUDE A LETTER OF MAP REVISION FOR FLOODPLAIN MAPS
EFFECTIVE DECEMBER 31, 2020**

The City Council of the City of Worthington, Do Ordain:

New text is indicated by redline/underline and text being deleted is struck out:

Section I

The Worthington City Code, Title XV, Chapter 152.012 shall be amended to read as the following:

- (A) The following maps together with all attached material are adopted by reference and declared to be a part of the official zoning map and this chapter. The attached material includes:

- a. ~~†~~The Flood Insurance Study for Nobles County, Minnesota, and Incorporated Areas, dated May 19, 2014, and subsequently revised December 31, 2020 due to Letter of Map Revision 20-05-0776P; and the
- b. Flood Insurance Rate Map panels 27105C0265C, 27105C0270C, 27105C0382C, 27105C0402C, and 27105C0425C enumerated below, dated May 19, 2014;
- c. Flood Insurance Rate Map panels 27105C0263C, 27105C0264C, 27105C0401C, dated December 31, 2020;

~~a~~All materials have been prepared by the Federal Emergency Management Agency. These materials are on file in the offices of the Department of Community and Economic Development.

~~(B) Map panels: 27105C0263C, 27105C0264C, 27105C0265C, 27105C0270C, 27105C0382C, 27105C0401C, 27105C0402C, 27105C0425C.~~

Section II

This ordinance shall take effect on December 31, 2020.

Section III

The City Clerk is hereby directed to file a certified copy of this ordinance in the office of the Recorder in and for the County of Nobles, State of Minnesota.

Section IV

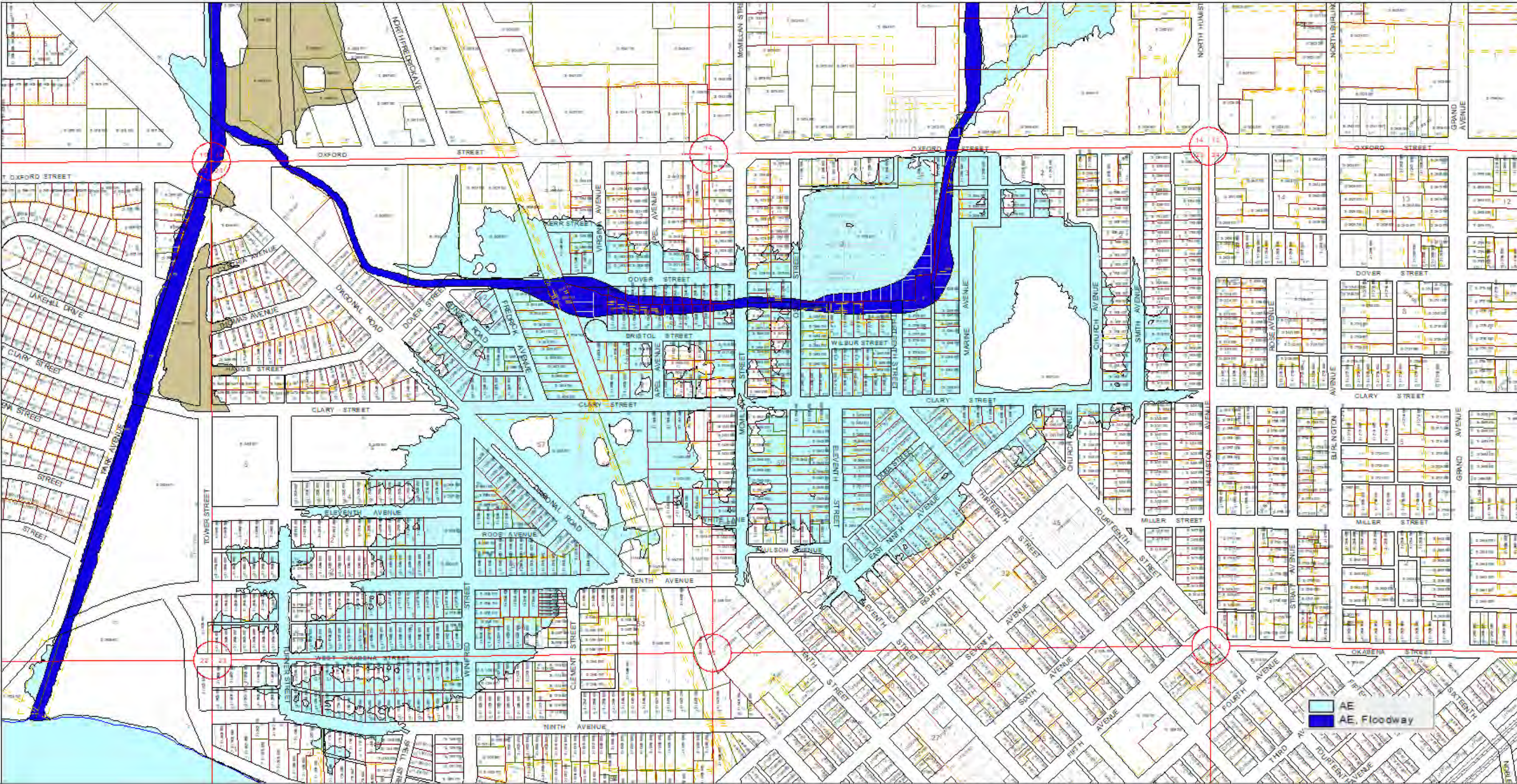
Passed and adopted by the City Council of the City of Worthington, Minnesota, this ____ day
of_____, 2020

(SEAL)

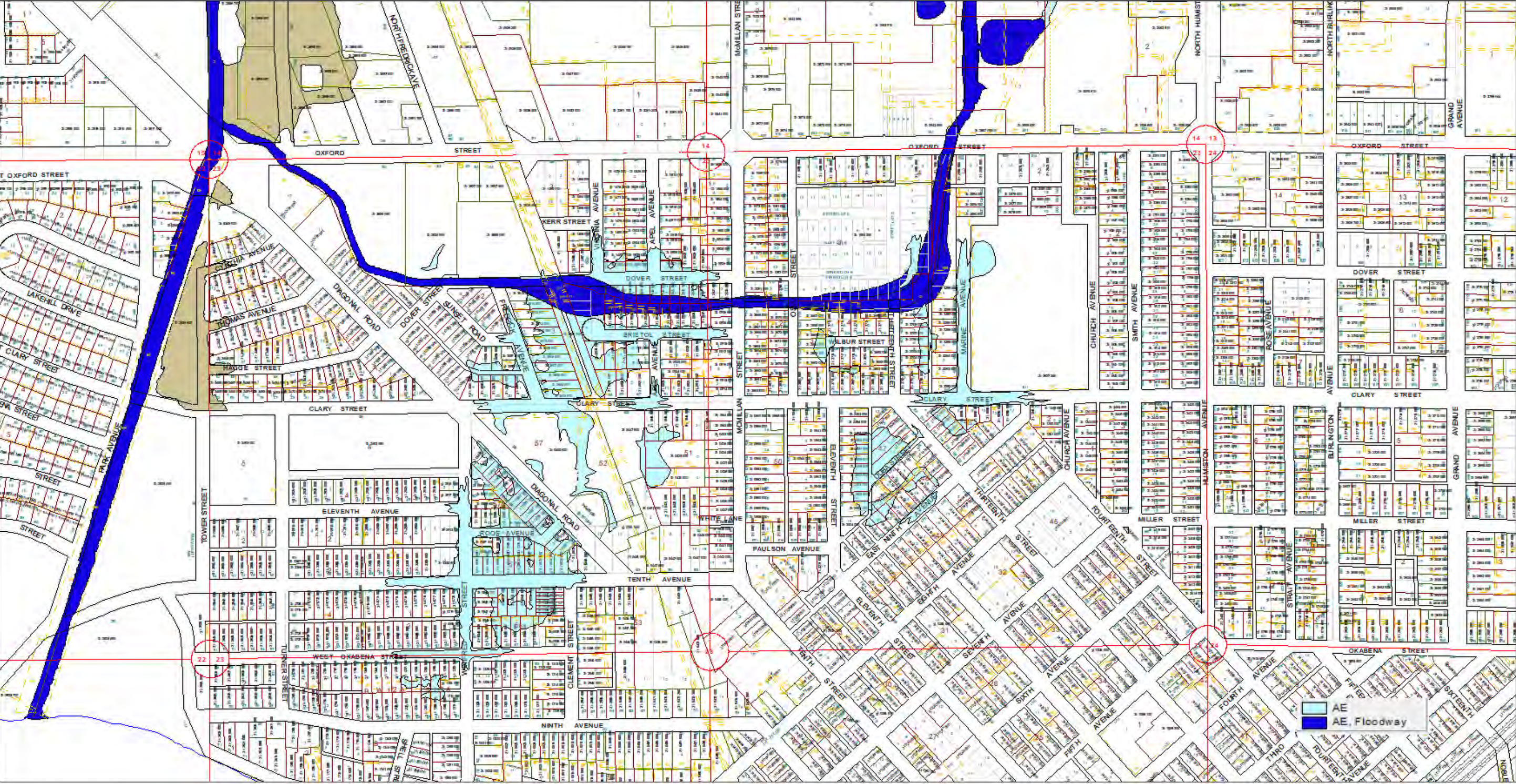
Mike Kuhle, Mayor

Attest: _____
Mindy Eggers, City Clerk

CURRENT FLOOD MAP of CD12 AREA (10/26/2020)



FUTURE FLOOD MAP of CD12 AREA (12/31/2020)



ORDINANCE NO. _____

**AN ORDINANCE TO AMEND WORTHINGTON CITY CODE TITLE IX AND XV,
CHAPTERS 92, 97, 99 AND 155 LIMITING STORAGE OF INOPERABLE VEHICLES
BY AUTO REPAIR SHOPS.**

The City Council of the City of Worthington, Do Ordain:

New text is indicated by redline/underline and text being deleted is struck out:

Section I

The Worthington City Code, Title IX, Chapter 92.21 shall be amended to read as the following:

§ 92.21 EXTERIOR PROPERTY AREAS; VACANT PROPERTIES.

(A) *Definitions.* For purposes of this chapter, the following terms are hereby defined:

FRONT YARD. That part of a lot between an adjacent street right-of-way line and the principal building of the lot, and extending to each side lot line.

REAR YARD. That part of a lot between the rear lot line and the back of the principal building of the lot, extending to both side lot lines.

SIDE YARD. That part of the lot between the principal building and an interior side lot line, extending to the front and rear yards.

(B) *Residential.*

(1) In residentially zoned districts, all materials, machinery, vehicles and equipment shall be either stored within a building or be fully screened so as not to be visible from adjoining or adjacent land and the street, except for the following:

- (a) Agricultural and landscaping equipment/materials in current use on the premises;
- (b) Construction materials/equipment in current use on the premises;
- (c) Except as expressly permitted vehicles undergoing restoration under § 9.22~~7.14~~, or as otherwise permitted by the City's Building and Zoning Ordinance, automobiles, pickup trucks, motorcycles, recreational vehicles, boats, snowmobiles, all-terrain vehicles and other recreational equipment bearing current vehicle registration licenses in the driveway, except that no such vehicle shall be used for the storage of litter, scrap metal or recyclable objects;
- (d) Firewood, neatly stacked, intended for use on the premises;
- (e) Lawn furniture and play equipment;
- (f) Dog kennels in the rear or side yard;
- (g) Covered, rigid garbage containers in the rear yard, or side yard when fully screened.

(2) No motor vehicle shall be parked on the front, rear or side yard of residentially zoned property in such a manner as to create permanent ruts or damage to the grass or as to create erosion of top soil.

(3) No motor vehicle may be parked upon any portion of the boulevard adjacent to or adjoining residentially zoned property which constitutes municipal, county or state right-of-way.

(C) *Commercial.*

(1) In all commercial, industrial, business and transitional zoning districts, all materials, machinery, vehicles and equipment shall be stored within a building or be fully screened so as not to be visible from adjoining or adjacent lands and the street, except for the following:

- (a) Landscaping materials/equipment in current use on the premises;
- (b) Construction materials/equipment in current use on the premises;
- (c) Motor vehicles bearing current registration licenses, provided the vehicles are necessary for the operation of the business;
- (d) Licensed or unlicensed motor vehicles, agricultural or industrial equipment for sale, distribution, repair or rent by authorized dealers and businesses; this provision shall not include inoperable vehicles.
- (e) Items or materials which, by their nature, require exterior storage and are offered for sale on the premises;
- (f) Covered, rigid garbage containers in the rear yard, or side yard when fully screened;
- ~~—(g) Licensed or unlicensed motor vehicles, agricultural or industrial equipment used to obtain parts for repair to a customer's motor vehicle, agricultural or industrial equipment, provided that such equipment and/or motor vehicles are removed within 60 days after acquisition by authorized dealers and businesses.~~

(2) In such business, industrial, transitional and commercial districts, all open areas and parts of premises shall be maintained and kept in a reasonably clean and neat condition. This requirement shall include the removal of dead trees and brush; the removal of inoperable machines, appliances, fixtures and equipment so damaged, deteriorated or obsolete as to have no substantial value and which constitute junk; the removal of lumber piles and building materials not being used in actual construction on the premises unless such premises are being used by a business dealing in or requiring the use of such lumber and materials; and the removal of tin cans, broken glass, broken furniture, mattresses, box springs, crates, cardboard, tires, and other debris. Nothing in this section shall restrict the activities of duly established and permitted junk or salvage yards.

(3) Every foundation, exterior wall, roof, window, exterior door, basement hatchway and every other entranceway of every nondwelling structure shall be so maintained as to prevent the structure from becoming a harborage for rodents, vermin and insects, and shall be kept in a reasonably good state of maintenance. All walls and fences shall be plumb and true, free of holes, missing, loose, or rotting boards or posts and loose or peeling paint.

Section II

The Worthington City Code, Title IX, Section 97.01 shall be amended to read as the following:

§ 97.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ABANDONED MOTOR VEHICLE. Abandoned motor vehicle means a motor vehicle, as defined in M.S. § 169.01, which has been voluntarily surrendered by its owner to the City of Worthington or to a person duly licensed under M.S. § 168B.10 or which has remained for more than 48 hours in a condition described by one of the following:

- (1) On public property in violation of either the Worthington City Code or Minnesota Statutes;
- (2) On private property without consent of the person in control of the property;
- (3) Disabled whether located on public property or private property;
- (4) Not secure from entry whether located on public property or private property;
- (5) Without license plates conspicuously displayed thereon; or
- (6) With license plates which have an expiration date more than 30 days prior to the date of inspection.

ABANDONED MOTOR VEHICLE - EXEMPTIONS. For the purposes of this chapter, the following vehicles shall not be considered abandoned motor vehicles:

- (1) A classic or pioneer car, as defined in M.S. § 168.10; provided, that it is kept secure and as long as it has substantial potential further use consistent with its usual functions;
- (2) Vehicles on the premises of a motor vehicle and part's dealer, junkyard, junk dealer, motor vehicle salvage dealer, automobile repair garage, or body shop; provided such motor vehicle and parts dealer, junkyard, junk dealer, motor vehicle salvage dealer, automobile repair garage, or body shop has all licenses and permits required by the City of Worthington, and the State of Minnesota;
- (3) A vehicle kept inside an enclosed garage or storage building;
- (4) A racing car as hereinafter defined;
- (5) A stock car as hereinafter defined; or
- (6) A car which is being used for parts and there is compliance with the provisions of [§ 97.14](#).

AUTO REPAIR LOT. An establishment primarily engaged in the repair or maintenance of motor vehicles, trailers, and similar mechanical equipment, including but not limited to brake, muffler, upholstery work, tire repair and change, lubrication, tune ups, and transmission work, provided it is conducted within a completely enclosed building being correctly zoned and licensed for such use.

RACING CAR. Any motor vehicle designed or intended for operation on a speedway, racetrack, or other facility used or designated for high speed contests between two or more vehicles or for timing of speed.

STOCK CAR. Any motor vehicle of standard design and construction which is modified, adapted or altered in any manner to increase the speed or safety, and designed or intended for operation on a speedway, racetrack, or other facility used or designated for high speed contests between two or more vehicles or for timing of speed.

INOPERABLE VEHICLE. A vehicle, other than a restorable automobile or street rod as those terms are defined in this section, including, but not limited to, any automobile, truck, trailer, marine craft, snowmobile, motorcycle, all terrain vehicle, mobile home, pickup camper, camping trailer, and other equipment for motorized transportation, which is in a condition which is described by one of the following:

(1) Has a missing or defective part that is necessary for the normal operation of the vehicle including, but not limited to the (a) motor, (b) drive train (c) a wheel or wheels;

(2) Is stored on blocks, jacks, or other supports;

(3) Does not display a license, or displays a license that is ~~30~~ 90 days or more past its required renewal date;

(4) Unmounted pickup campers or vehicles which are towed shall not be deemed inoperable vehicles if they otherwise possess all parts and are capable of normal operation and, if a license is required, display a license that is not more than ~~30~~ 90 days past its required renewal date.

RESTORABLE AUTOMOBILES, STREET RODS. A restorable automobile or a street rod is a vehicle which is or can be restored or modified so it is operable on streets and highways and which fits all of the following criteria:

(1) The owner of the vehicle has notified the City's Public Works Department by letter that an automobile restoration or street rod construction project is underway;

(2) The vehicle is eligible for collector/street rod/or pioneer license plates under Minnesota's motor vehicle registration laws;

(3) The vehicle is titled in the name of the person sending the letter of notification for which provision is made in (1) above, or an application for such title is pending with the State of Minnesota;

~~**PARTS CAR.** A parts car is a car which is used for the purpose of obtaining parts for the restoration or rebuilding of other cars.~~

Section III

The Worthington City Code, Title IX, Section 97.03 shall be amended to read as the following:

§ 97.03 ALLOWING AN ABANDONED MOTOR VEHICLE OR INOPERABLE VEHICLE ON PROPERTY.

No person in charge or control of private property, whether as owner, tenant, occupant, lessee or otherwise, shall allow an abandoned motor vehicle or inoperable vehicle to remain on such property unless in a completely enclosed building or an auto repair business screened in accordance with §97.15.

Section IV

The Worthington City Code, Title IX, Section 97.05 shall be amended and read as the following:

§ 97.05 IMMEDIATE SALE.

When an abandoned motor vehicle or inoperable vehicle is more than seven model years of age, is lacking vital component parts, and does not display a license plate currently valid in Minnesota or any other state or foreign country, it shall immediately be eligible for sale at public auction after police or community service officer takes custody and shall not be subject to the notification, reclamation or title provisions of this chapter or other statutory or ordinance provisions.

Section V

The Worthington City Code, Title IX, Section 97.06 shall be amended and read as the following:

§ 97.06 NOTICE.

(A) When an abandoned motor vehicle or inoperable vehicle does not fall within the provisions of § 97.05, the City Police or the City Neighborhood Services Officer shall give notice of the taking within ten days . The notice shall set forth the date and place of the taking, the year, make, model and serial number of the abandoned motor vehicle or inoperable vehicle and the place where the vehicle is being held, shall inform the owner if known and any lien holders if known of their right to reclaim the vehicle under § 97.07 and shall state that failure of the owner or lien holders of their right to reclaim the vehicle shall be deemed a waiver by them of all right, title, and interest in the vehicle and a consent to the sale of the vehicle at a public auction pursuant to § 97.08.

(B) The notice shall be sent by mail to the registered owner, if any, of the abandoned motor vehicle or inoperable vehicle and to all readily identifiable lienholders of record. If it is impossible to determine with reasonable certainty the identity and address of the registered owner and all lienholders, the notice shall be published once in a newspaper of general circulation in the area where the motor vehicle was abandoned. Published notices may be grouped together for convenience and economy. The notice, whether mailed or published, shall describe the vehicle sufficiently so the vehicle can be identified.

Section VI

The Worthington City Code, Title IX, Section 97.11 shall be amended and read as the following:

§ 97.11 STORAGE OR PARKING STOCK CAR, RACING CAR, OR INOPERABLE VEHICLE.

It is unlawful for any person to park, keep, place, or store or permit the parking or storage of a stock car, racing car, or inoperable vehicle on a public street or alley, or on any private lands or premises the person owns, occupies, or controls unless it shall be within a building or screened on an auto repair lot in accordance with §97.15.

Section VII

The Worthington City Code, Title IX, Section 97.14 shall be amended and read as the following:

§ 97.14 STORAGE OF RESTORABLE AUTOMOBILE OR STREET ROD.

It is unlawful for any person to park, keep, place, or store or permit the parking or storage of a restorable automobile, which is inoperable, or street rod, which is in the process of construction, unless visible progress on the restoration of the vehicle is occurring. For purposes of this section "visible progress" means that a reasonable person knowledgeable about motor vehicle restoration would conclude that a bona fide restoration or street rod construction effort is occurring with the vehicle. Dead grass under the vehicle or weeds growing through the chassis of the vehicle shall be prima facie proof that no restoration of the vehicle is in progress. During automotive restoration efforts, no loose parts may be stored in the yard, there can be no tarps used over the cars and under no circumstances can any such car be stored in the front, rear or side yard. ~~Parts cars can be brought on to the rear yard of a person who has a project car registered with the city only for the purpose of stripping the parts for later use. The vehicle must be stripped as promptly as possible. Two weeks from and after the date the parts car is brought upon the premises the parts car must be removed from the premises.~~ No motors, tires, axles, transmissions, or parts of any kind or nature, may be stored outside. ~~When a parts car is brought upon the premises the City Neighborhood Services Officer must be notified of the date the parts car was brought upon the premises.~~

Section VIII

The Worthington City Code, Title XI, Section 97.15 shall be established and read as the following:

§ 97.15 INOPERABLE VEHICLES ON AUTO REPAIR LOTS

Auto repair shops shall keep no more than six (6) inoperable vehicles on the premises at any one time. All inoperable vehicles must be screened and stored behind at least a six (6) foot tall privacy fence on four sides and shall not be seen from the public right-of-way. If more than four (4) inoperable vehicles are on the property at one time or any inoperable vehicles are stored outside of the required screening, it shall constitute a junk yard as provided in the City's Zoning Ordinance in Chapter 155.010.

Section IX

The Worthington City Code, Title IX, Section 97.99 shall be amended and read as the following:

§ 97.99 PENALTY.

No person shall abandon any motor vehicle in violation of § 97.02 of this chapter or allow an abandoned motor vehicle or inoperable vehicle to remain on property in violation of § 97.03 of this chapter. Any such violation shall be a misdemeanor and shall be punished by a fine not to exceed ~~\$700~~1000 or imprisonment for not more than 90 days, or both, ~~plus the costs of prosecution.~~ Each day the violation continues to exist shall constitute a separate offense.

Section X

The Worthington City Code, Title IX, Section 99.04 shall be amended and read as the following:

§ 99.04 OUTSIDE PARKING IN NONRESIDENTIAL DISTRICTS.

(A) In all commercial, industrial, business and transitional zoning districts, all motor vehicles, agriculture and industrial equipment shall be stored within a building or be fully screened so as not to be visible from adjoining or adjacent lands and streets, except for the following:

(1) Motor vehicles bearing current registration licenses and operable, provided the vehicles are necessary for the operation of the business; and

(2) Licensed or unlicensed motor vehicles, agriculture or industrial equipment held for sale, distribution, repair or rent by authorized dealers or businesses provided they are not inoperable vehicles as defined in § 97.01 ; and

~~—(3) Licensed or unlicensed motor vehicles, agriculture or industrial equipment used to obtain parts for repair of a customer's motor vehicle, agriculture or industrial equipment, provided that such equipment and/or motor vehicles are removed within 30 days after acquisition by authorized dealers and businesses.~~

(B) Except as provided in § 99.06, upon adoption of this chapter the parking of motor vehicles, agriculture and industrial equipment upon the public right-of-way shall be prohibited.

Section XI

The Worthington City Code, Title XV, Section 155.010 Junk Yard definition shall be amended to read as the following:

JUNK YARD. An open area where waste or second hand materials are bought and sold, exchanged, stored, baled, packed, disassembled, or handled, including but not limited to scrap iron and other metals, paper, rags, rubber tires, used lumber and bottles. A junk yard includes automobile wrecking yards, ~~and used implement storage yard~~, and includes any area of more than 200 square feet for storage, 7 or more inoperable vehicles on an auto repair lot, keeping or abandonment of junk but excludes uses established entirely within enclosed buildings in nonresidential districts. It also excludes establishments for the sale or purchase of used operable automobile, and the processing of used, discarded or salvage materials as part of those manufacturing operations which conform to this title.

Section XII

The Worthington City Code, Title XV, Section 155 Appendix E: Table 5 (Schedule of Use Regulations) shall be amended to read as follows:

Table 5: Schedule of Use Regulations

Subtitle: Part II. Non-Residential Use Groups

P. AUTOMOTIVE ~~SALES AND FARM IMPLEMENT~~ - Automotive sales, parts, ~~repair or for hire~~, auto accessories, ~~auto auction~~, used car lots, farm implement sales, parts ~~and repair~~, recreation vehicle sales, parts ~~and repair~~, mobile home sales. ~~and storage~~ Sales shall not include inoperable vehicles.

NN. AUTOMOTIVE REPAIR SERVICES— An establishment primarily engaged in the repair or maintenance of motor vehicles, trailers, and similar mechanical equipment, including but not

limited to brake, muffler, upholstery work, tire repair and change, lubrication, tune ups, and transmission work, provided it is conducted within a completely enclosed building.

Letter NN- Automotive Repair Services shall be allowed as a conditional use permit in the “B-2”, “B-3”, “B-4”, “M-1” and “M-2” districts.

Section XIII

The Worthington City Code, Title XV, Section 155 Appendix F: Schedule of Use Regulations Shoreland Overlay District (SO) shall be amended to read as follows:

Subtitle: Part II. Non-Residential Use Groups

P. AUTOMOTIVE ~~SALES AND FARM IMPLEMENT~~ - Automotive sales, parts, ~~repair or for hire~~, auto accessories, ~~auto auction~~, used car lots, farm implement sales, parts ~~and repair~~, recreation vehicle sales, parts ~~and repair~~, mobile home sales. ~~and storage~~ Sales shall not include inoperable vehicles.

JJ. AUTOMOTIVE REPAIR SERVICES– An establishment primarily engaged in the repair or maintenance of motor vehicles, trailers, and similar mechanical equipment, including but not limited to brake, muffler, upholstery work, tire repair and change, lubrication, tune ups, and transmission work, provided it is conducted within a completely enclosed building.

Letter JJ- Automotive Repair Services shall be allowed as a conditional use permit in the “B-2”, “B-3”, “B-4”, “M-1” and “M-2” districts.

Section XIV

The City Clerk is hereby directed to file a certified copy of this ordinance in the office of the Recorder in and for the County of Nobles, State of Minnesota.

Section XV

Passed and adopted by the City Council of the City of Worthington, Minnesota, this ____ day of_____, 2020

(SEAL)

Mike Kuhle, Mayor

Attest: _____
Mindy Eggers, City Clerk

CITY OF WORTHINGTON, MINNESOTA**SUMMARY OF PROPOSED ORDINANCE****AN ORDINANCE TO AMEND TITLE IX AND XV OF THE CITY CODE OF THE CITY OF WORTHINGTON, NOBLES COUNTY, MINNESOTA**

THE CITY COUNCIL OF THE CITY OF WORTHINGTON DO ORDAIN, that on October 12, 2020, the City Council of the City of Worthington, Minnesota passed the first reading of a proposed ordinance regarding inoperable vehicles and auto repair shops. Due to the lengthy nature of the proposed ordinance the following summary of the ordinance has been prepared for publication as authorized by state law:

The proposed ordinance adopted by Council provides reasonable regulation regarding the storage of inoperable vehicles at auto repair shops within the City. Any auto repair shop may not store more than 6 inoperable vehicles on the premises and any inoperable vehicles must be behind a 6-foot-tall privacy fence and can't be seen from the right of way. Any inoperable vehicles stored outside of the fence or more than 6 inoperable vehicles on the auto repair lot will now constitute a junkyard as seen in the City's zoning ordinance.

The ordinance also establishes the land use of auto repair and auto repair land uses will now require a conditional use permit in a "B-2", "B-3", "B-4", "M-1" and "M-2" Zoning district.

This ordinance shall take effect and be in full force from and after its passage and publication of the 3rd reading. A printed copy of the entire ordinance is available for inspection by any person in the office of the City Clerk during the City's regular office hours of 8:00 a.m. - 5:00 p.m. and on the website www.ci.worthington.mn.us.

APPROVED FOR PUBLICATION BY the City Council of the City of Worthington, Minnesota, this 26th day of October, 2020.

(SEAL)

CITY OF
WORTHINGTON

Mayor

ATTEST: _____
City Clerk

VOTING IN FAVOR:

VOTING IN OPPOSITION:

PURCHASE AGREEMENT

This Agreement is made as of the _____ day of _____, 2020, by and between the City of Worthington, a municipal corporation ("CITY") and Worthington Investment Group, LLC, a Minnesota limited liability company ("WIG").

WHEREAS, CITY is the owner of certain real property situated in the City of Worthington, County of Martin, State of Minnesota, consisting of approximately 2 acres as shown on Exhibit A with a final legal to be prepared by the City upon recording of a plat (the "Property").

WHEREAS, WIG wishes to purchase the above Property.

NOW, THEREFORE, for and in consideration of the sum of Ninety-seven Thousand Dollars (\$97,000.00) and other good and valuable consideration hereinafter specified, the sufficiency of which is hereby acknowledged, CITY hereby grants to WIG the exclusive right to purchase the Property for the sum and upon the terms and conditions as follows.

I. PRICE AND TERMS

The price for the real and personal property included in this sale is of Ninety-seven Thousand Dollars (\$97,000.00), which the WIG shall pay as follows:

Earnest money of Six Thousand Dollars (\$6,000.00) by check payable to TitleMark Title (the "Title Company") and of Ninety-one Thousand Dollars (\$91,000.00) cash, wire transfer or other immediately available funds on the day of closing.

II. RIGHT OF ENTRY

A. Inspection, Investigation and Due Diligence. Until May 30, 2021, (the "Investigation and Due Diligence") WIG shall have the right to perform the following procedures:

1. Physical/Engineering: Inspect the property.
2. Regulatory: Investigate all zoning code and other governmental requirements.
3. Site Plan: Submit site and building plans to CITY for review and approval.
4. Tax Increment: Negotiate tax increment agreement with the CITY.
5. Title: Review and perform preliminary title reports and survey.

In the event that during the Investigation/Due Diligence period WIG determines for whatever reason and in its sole discretion that any matter whatsoever regarding the Property is not acceptable, WIG shall notify CITY under which event the Purchase Agreement shall, at WIG'S option, terminate and WIG shall be entitled to a full and prompt refund of the earnest money. WIG'S obligation to complete the purchase of the Property will be contingent upon the verification and approval of title, completion of financing based on terms acceptable to WIG, execution of a tax increment agreement and CITY'S performance of this agreement, as well as obtaining approvals and licenses necessary to construct and operate WIG'S proposed development of the Property and any required zoning and site plan approvals.

During the Investigation/Due Diligence Period WIG shall complete the following and if WIG fails to do so CITY may cancel the purchase agreement and the earnest money shall be returned to WIG:

1. submit site and building plans to CITY prior to February 1, 2021;
2. obtain a commitment for financing by April 1, 2021.

B. Mechanics Lien; Indemnity. Under no circumstances shall WIG allow any lien to be filed against the Property for any labor or materials furnished to or for WIG prior to Closing. WIG shall repair any damage and return the Property to substantially its condition existing prior to WIG'S entry upon the Property. WIG shall defend, indemnify and hold the CITY harmless from any damages, liens, claims, liability, injuries or costs (including attorney's fees) as may be incurred by the CITY as a result of, or relating to such tests and inspections of the Property. This obligation to defend, indemnify and hold harmless shall survive expiration or termination of this Agreement.

III. SPECIAL CONDITIONS AND CONTINGENCIES

A. Title. CITY warrants and represents that at the time of Closing CITY shall have good and marketable title to the property subject to:

- (A) Building and zoning laws, ordinances, state and federal regulations;
- (B) Restrictions relating to use or improvement of the property without effective forfeiture provisions;
- (C) Reservation of any mineral rights by the State of Minnesota.

B. Design Approval. Prior to closing, CITY reserves the right to approve WIG'S building design. If the CITY does not approve WIG'S building design, this Purchase Agreement shall be null and void. The CITY reserves the right to deny any building permit which does not comply with the building design approved by the CITY.

C. Development Covenants. Site development and building construction will be in accordance with the Uniform Building Code and zoning ordinance of the City of Worthington. These requirements will apply to all new construction as well as reconstruction and remodeling. These requirements are in addition to any applicable law or ordinance and shall govern in case of differences.

D. Exterior Building Materials. Prior to closing, exterior building materials and finishes shall be subject to review and approval of the CITY.

IV. EXAMINATION OF TITLE BY WIG

CITY shall furnish WIG with a Registered Property Abstract of Title certified to date, including proper searches covering bankruptcies and State and Federal judgments, liens, and levied and pending special assessments. WIG shall have ten (10) business days after receipt of the Registered Property Abstract either to have WIG'S Title Company examine the title and provide CITY with written objections or at WIG'S

own expense, to make an application for a Title Insurance Policy and notify CITY of the application. WIG shall have ten (10) business days after receipt of the Commitment for Title Insurance to provide CITY with a copy of the Commitment and written objections. WIG shall be deemed to have waived any title objections not made within the applicable ten (10) day period provided for above, except that this shall not operate as a waiver of CITY'S covenant to deliver a General Warranty Deed.

CITY shall have 30 days from receipt of WIG'S written title objections to make title marketable. Upon receipt of WIG'S title objections, CITY shall, within ten (10) business days, notify WIG of CITY'S intention to make title marketable within the 30-day period. Liens or encumbrances for liquidated amounts which can be released by payment or escrow from proceeds of closing shall not delay the closing. Cure of the defects by CITY shall be reasonable, diligent and prompt. Pending correction of title, all payments required herein and the closing shall be postponed.

A. If notice is given and CITY makes title marketable, then upon presentation to WIG and proposed lender of documentation establishing that title has been made marketable, and if not objected to in the same time and manner as the original title objections, the closing shall take place within ten (10) business days or on the scheduled closing date, whichever is later.

B. If notice is given and CITY proceeds in good faith to make title marketable but the 30-day period expires without title being made marketable, WIG may declare this Agreement null and void by notice to CITY and neither party shall be liable for damages hereunder to the other.

C. If title is marketable, or is made marketable as provided herein, and WIG defaults in any of the agreements herein, CITY may elect to cancel this Agreement as provided by statute.

V. CLOSING

WIG agrees to close prior to June 30, 2021 unless extended under this agreement. In the event WIG requests an extension, WIG shall deposit an additional non-refundable Fifteen Thousand Dollars (\$15,000.00) earnest money with Title Company and closing shall be extended for up to ninety (90) days.

VI. RISK OF LOSS

CITY shall keep the Property in its current condition until closing and assume all risk of destruction, loss of damage to the Property due to fire, storm, or other casualty up to the date of closing. In the event of any adverse change in the condition of the Property, WIG, in WIG'S sole discretion, at its option and by notice to CITY, may either (i) terminate this Agreement, or (ii) close on the Property.

VII. TAXES, CITY FEES AND ASSESSMENTS

City warrants that real property taxes are exempt for tax year 2020. City shall pay all taxes and special assessments for 2020 and prior years. Taxes for 2021, if any, shall be prorated. City shall pay all levied, outstanding and pending special assessments

due or pending as of the day of closing. The City shall pay all costs and fees normally due and payable with filing of the plat. WIG will pay all fees normally payable with issuance of a building permit including connection fees and water and sanitary sewer available fees if any.

VIII. REPRESENTATIONS AND WARRANTIES BY CITY

CITY warrants and represents to WIG that the following statements are true and accurate as of the date of this Agreement and the Closing Date:

A. Title. CITY is the record owner of good and marketable title to the Property. So long as this Agreement remains in force, the CITY shall not make or suffer any mortgage, lease, conveyance or other transfer, lien or encumbrance of all or any portion of the Property in a manner which not be released at or prior to Closing.

B. Capacity. CITY has the full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by CITY pursuant hereto.

C. Hazardous Substances. CITY has no knowledge of, nor has CITY used, generated, stored, treated, released, dumped or disposed of any Hazardous Substances (as defined below), toxic substances or waste in or about the Property, or into the sewage or other waste disposal or draining system serving the Property. CITY understands and agrees that, as between the CITY and WIG, CITY is solely responsible for liability under any Environmental Laws, including any requisite cleanup of any Hazardous Substance, which arise as a result of use of the Property during the period of CITY'S ownership. To CITY'S knowledge, CITY has not received any written notice from any governmental authority concerning the presence of any Hazardous Substance located on, in or under the Property.

1. "Environmental Law" means the Comprehensive Environmental Response Comparison and Liability Act ("CERCLA"), 42 U.S.C. 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 9601 et seq., the Federal Water Pollution Control Act, 33 U.S.C. 1201 et seq., the Clean Water Act, 33 U.S.C. 1321 et seq., the Clean Air Act, 42 U.S.C. 7401 et seq., the Toxic Substances Control Act, 33 U.S.C. 1251 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing and hereafter enacted; and

2. "Hazardous Substance" means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate or fraction, radioactive material, chemical known to cause

cancer of reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.

D. Violations. Neither the entering into this Agreement nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by the CITY of any judgment, order, writ, injunction or decree issued against or imposed upon it, or, to CITY'S knowledge, will result in a violation of any applicable law, order, rule or regulation of any governmental authority.

E. Proceedings. To CITY'S knowledge there is no threatened or pending action, litigation or proceeding by any organization, person, individual or governmental agency (including governmental actions under condemnation authority or proceedings similar thereto or Environmental Laws) against the Property or against CITY with respect to CITY'S interest in the Property.

F. Governmental Notices. To CITY'S knowledge, CITY has received no notices from municipal or regulatory bodies that the Property is in violation of the provisions of any federal, state, local or other government building, zoning, environmental, health, fire, safety, platting subdivision or other law, ordinance or regulation.

G. Wells; Private Sewage. CITY certifies and warrants that to CITY'S knowledge there are no "wells", within the meaning of Minn. Stat. 1031, or individual septic systems on the Property. The representation is intended to satisfy the requirements of that statute. CITY certifies that (i) sewage which will be generated at the Property does go to a facility permitted by the Minnesota Pollution Control Agency, and (ii) to CITY'S knowledge there are no existing or abandoned individual sewage treatment system on the Property.

H. Storage Tanks. To CITY'S knowledge no above ground or underground tanks are located in or about the Property, in use or abandoned, and no such tanks have been removed during CITY'S ownership of the Property.

I. Mechanics Liens. CITY has paid for, or will pay for on or before Closing, all work, supplies and materials, performed upon and supplied to the Property by or on behalf of CITY.

J. Foreign Person. CITY is not a "foreign person" as contemplated by Section 1445 of the Internal Revenue Code.

K. Methamphetamine Disclosure. To CITY'S knowledge, no methamphetamine production has occurred on the Property.

L. Clean Conditions. CITY shall remove all debris, trash, rubbish and yard waste from the land before the possession date.

M. Wetlands, Flood Plain and Shoreland. CITY knows of no wetlands, flood plain or shoreland on or affecting the Property.

N. Protected Sites. CITY has no knowledge that the Property has any conditions that are protected by federal or state law (such as American Indian burial grounds, other human burial grounds, ceremonial earthworks, historical structures or materials or archeological sites).

O. Diseased Trees. CITY has not received any notice from any governmental authority as to the existence of and CITY has no knowledge of, any Dutch elm disease, oak wilt or other disease of any trees on the real property.

P. Notice of Airport Zoning Regulations. If airport zoning regulations affect this real property, a copy of those airport zoning regulations as adopted can be viewed or obtained at the office of the county recorder where the zoned area is located.

Q. Access and no violation of restrictions. CITY warrants that there is a right of access to real property from a public right-of-way CITY warrants that there are no present violations of any restrictions related to use or improvement of the property. CITY warrants that the real property is not subject to a lien or to a lien for medical assistance or other public assistance. These warranties shall survive the delivery of the Deed.

R. Location of Utilities. CITY represents that utilities including stormwater ponding, if required, have been or will be constructed to the site and will provide WIG with utility locates.

Breach of CITY'S Representations or Warranties. If any representation or warranty of CITY is determined not to be true in any material respect as of the Closing Date, WIG may, in WIG'S sole discretion, at its option and by notice to CITY, either (i) terminate this Agreement, or (ii) close on the Property. WIG'S election to close with knowledge of a breach of representation, or warranty by CITY will constitute a waiver or release WIG of any claims due to such breach.

Survival of CITY'S Representation and Warranties. Each of CITY'S representations and warranties herein contained shall survive the Closing and delivery and recordation of the Deed.

CITY'S Knowledge. For all purposes of this Agreement, any representation or warranty which is made on the basis of "the CITY'S knowledge" is limited to the actual knowledge of the persons who executed this Agreement on behalf of CITY, without conducting any inquiry, analysis, evaluation or other due and diligence investigation.

IX. CLOSING DOCUMENTS

At the Closing, CITY shall execute and deliver the following:

- A. Deed. Upon performance by WIG, the CITY shall execute and deliver a general Warranty Deed, conveying marketable title of record, subject to building and zoning laws, ordinances, state and federal regulations. Free from encumbrances and clear from any leasehold interest, mortgages, liens, trusts, pledges or security interest or any other encumbrances of monetary nature.
- B. Development Agreement. At closing, CITY and WIG shall enter into and execute a Development Agreement specifying the minimum improvements to be completed by WIG and a Tax Increment Financing Agreement which provides for minimum market value and minimum property taxes
- C. Seller's Affidavit. A standard Seller's Affidavit with respect to judgments, bankruptcies, tax liens, mechanics liens, parties in possession, unrecorded interests, encroachment or boundary line questions and related matters;
- D. Nonforeign Affidavit. An Affidavit of CITY which states that CITY is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code; and
- E. Miscellaneous. Such other instruments and documents as are reasonably required by the Title Insurer.

X. MISCELLEOUS

CITY Approvals. WIG shall be allowed to represent the Property in negotiations with any governmental entity or any other party relative to the Property and to make decisions regarding the issues of developing the Property; provided no such changes shall be effective until closing or until the CITY has consented to such changes in writing; provided further, the CITY shall incur no liability related to WIG'S activities.

Real Estate Commission. Both parties understand that neither has engaged a real-estate broker and consequently neither party will be responsible for any brokerage fees.

Attorneys' Fees. Each of the parties will pay its own attorneys', accountants' and consultants' fees.

Assignment. WIG reserves the right to assign its rights under this Agreement in whole or in part to a third party or an entity to be formed under the laws of the State of Minnesota prior to the Closing and, upon such assignment; WIG shall have no further liability to CITY.

Limitation of Liability.

A. Disclaimer of Consequential Damages. IN NO EVENT SHALL CITY BE LIABLE UNDER THIS AGREEMENT TO WIG OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY,

SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WIG WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B. Cap on all other Damages. IN NO EVENT SHALL CITY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL PURCHASE PRICE TO BE PAID TO CITY PURSUANT TO THIS AGREEMENT.

XI. CLOSING COSTS

The following costs shall be paid by CITY:

- A. Costs of providing a Registered Property Abstract with certificates;
- B. Preparation of Warranty Deed;
- C. Preparation of Affidavit of Seller;
- D. State Deed Tax;
- E. Its attorney's fees.

The following costs shall be paid by WIG:

- A. Preparation of Mortgage or Deed of Trust;
- B. Recording fees;
- C. Title Insurance Premium;
- D. Its attorney's fees and
- E. Any and all of the closing fees and closing agent's fees.

XII. NOTICES

Any notice hereunder shall be given in writing to the party for whom it is intended, in person or by certified mail, at the following address as may be designated in writing:

CITY:

Jason Brisson

Assistant City Administrator/Director of Economic Development

City of Worthington

303 Ninth Street

Worthington MN 56187

WIG:

David Pokorney, Community Asset Development Group

1110 Yellow Brick Road

Chaska, MN 55318

XIII. SUBDIVISION OF LAND

City shall pay all subdivision expenses, including preparation of plat, and obtain all necessary government approvals.

XIV. ASSIGNMENT AND SUCCESSION

This Agreement may be assigned by WIG upon the written consent of CITY and this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs or respective successors and assigns.

XV. SURVIVAL OF COVENANTS

All the terms, conditions, covenants and agreements contained in this Agreement shall survive the Closing.

XVI. ENTIRE AGREEMENT

This Agreement embodies the entire agreement between CITY and WIG regarding the transaction contemplated hereby. This Agreement supersedes in all respects all prior written oral agreements, if any, between the parties relating to the Agreement and the sale of the Property and there are no covenants, agreements, representations, warranties or undertakings of any sort or kind with respect thereto between CITY and WIG other than those specifically set forth in this Agreement. This Agreement may be amended only by a written instrument signed by both CITY and WIG.

XVII. INTERPRETATION OF AGREEMENT

The parties acknowledge that this Agreement was prepared by CITY solely as a convenience and that all parties and their counsel, hereto have read and fully negotiated all the language used in this Agreement. The parties acknowledge that because all parties and their counsel, if so desired, participated in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement which construes ambiguous or unclear language in favor of or against any party by reason of that party's role in drafting this Agreement.

XVIII. GOVERNING LAW

The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

XIX. HEADINGS

The headings in the sections of this Agreement are inserted for convenience only and shall not constitute a part hereof.

XX. SEVERABILITY

If any clause or provision of this Agreement is illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such

provision as is possible and legal, valid and enforceable.

XXI. TIME OF ESSENCE: ACCEPTANCE

Time is expressly declared to be of the essence of this Agreement. CITY shall have twenty (20) days from date of receipt of this Agreement to accept and agree to the terms and conditions herein, provided that WIG may, in writing, extend the time for acceptance.

XXII. AMENDMENTS

No modification of this Agreement shall be valid or binding unless such modification in writing, duly dated and signed by both parties. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, not herein contained. It is mutually understood and specifically agreed that this Agreement is binding upon their respective heirs, successors, administrators, executors and assigns of the parties hereto.

XXIII. DISCLAIMER

CITY does not warrant that the soil is suitable for WIG'S purposes. WIG may at WIG'S expense, complete soil testing. In the event the soil tests indicate that the property may only be improved with incurring extraordinary building methods or expense, at WIG'S option, this Agreement shall become null and void.

"As-Is", "Where Is" Conveyance.

A. Subject to this Agreement, WIG acknowledges that WIG has made (or will make during the due diligence period) thorough inspections and investigations of the Property and WIG agrees to take title to the Property "AS IS" and in the condition existing as of the date of this Agreement, subject to reasonable use, ordinary wear and tear and without any reduction in or abatement of the Purchase Price.

B. Neither party to this Agreement is relying on any statement or representation not expressly stated in this Agreement. WIG specifically confirms and acknowledges that in entering into this Agreement, WIG has not been induced by, and has not relied upon, whether express or implied, warranties, guaranties, promises, statements, inducements, representations or information pertaining to the Property or its uses, the physical condition, environmental condition, state of title, income, expenses or operation of the Property, or any other matter or thing with respect thereto, written or unwritten, whether made by CITY or any agent, employee or other representative of CITY, or any broker or any other person representing (or purporting to represent) CITY, which are not expressly set forth in this Agreement. CITY shall not be liable for or bound by any written or unwritten statements, representations, warranties, brokers' statements or other information pertaining to the Property furnished by CITY, any broker, any agent, employee or other actual (or purported) representative of CITY, or any person, unless and only to the

extent the same are expressly set forth in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

CITY OF WORTHINGTON

Mayor

Date

City Administrator

Date

Worthington Investment Group, LLC

Managing Partner

Date

Exhibit A**Legal Description**

That part of the NE1/4SW1/4 of Section 13, Township 102N, Range 40W, City of Worthington,

Nobles County, Minnesota, described as follows:

A tract of land lying east of Grand Avenue and lying south of an easterly extension of Darling

Drive, said tract being approximately 500 feet east-west by approximately 170 feet north-south.

NOTE: The legal description shall by surveyed, and the surveyed legal description shall be incorporated into this purchase agreement.

MAP DEPICTING PARCEL

**STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT**

**DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT
ECONOMIC DEVELOPMENT DIVISION**

Minnesota Investment Fund Grant Contract Agreement

CDAP-20-0012-H-FY21

\$450,000

City of Worthington

Swift Pork Company

This grant contract agreement is between the State of Minnesota, acting through the Department of Employment and Economic Development, Economic Development Division, 332 Minnesota St., Suite E200, St. Paul, MN 55101 ("STATE") and the City of Worthington, 303 9th Street, Worthington, MN 56187 ("GRANTEE").

Recitals

1. Under Minn. Stat. §116J.993 and 116J.994 which established the guidelines for providing business subsidies, and 116J.8731, which established the Minnesota Investment Fund, the State is empowered to enter into this grant contract agreement.
2. The State is in need of local government to administer financial assistance to eligible projects in accordance with Minn. Stat. § 116J.8731 Minnesota Investment Fund; Minnesota Rules Chapter 4300; and policies and procedures developed by the State.
3. The work anticipated to be performed for the Borrower's project is not geographically dependent. It therefore could have been located at any number of locations either within or outside of the State of Minnesota. The subsidy has been provided to enhance the financial attractiveness and financial feasibility of locating or retaining the Borrower's operations in the Jurisdiction, rather than at some other location.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State.
5. The Grantee and State are entering into this grant contract agreement for public purposes that include the creation or retention of jobs that pay quality wages, the enhancement of economic growth in the State of Minnesota and the expansion of the tax base of the local community where the business will locate or expand.

Defined Terms

Defined terms. As used in this grant contract agreement, the following terms shall have the meanings set out respectively after such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context specifically indicates otherwise:

“Application” means the Grantee’s application to the State for a Minnesota Investment Fund award for the purpose of providing a loan to [Swift Pork Company](#) (“BORROWER”).

“Benefit Date” means the date [equipment financed through a Minnesota Investment Fund loan is fully operational](#) as defined in Section 1.2 of the **Term of Agreement** on page two of this grant contract agreement.

“Compliance Date” is the date two years from the Benefit Date at which job creation and wage goals by the Borrower must be completed.

“Full-Time Equivalent (FTE)” is one or more people working a sum of 2,080 hours in a calendar year.

“Loan Agreement” is a document between the Grantee and Borrower defining the terms and conditions of the Loan.

1. Term of Grant Contract Agreement

- 1.1 **Effective Date:** [July 28, 2020](#) or the date the State obtains all required signatures under [Minn. Stat. § 16B.98](#), Subd. 5, whichever is later. Per Minn. Stat. §16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn. Stat. § 16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.
- 1.2 **Benefit Date:** [May 31, 2021](#)
- 1.3 **Compliance Date:** [May 31, 2023](#) (two years after Benefit Date)
- 1.4 **Expiration Date:** [August 31, 2023](#) (three months after Compliance Date)
- 1.5 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State Audits; 10. Government Data Practices; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction and Venue; 15. Data Disclosure; and Exhibit A 4. Repayments.

2. Grantee’s Duties

The Grantee, who is not a State employee, will:

- 2.1 Perform the duties specified in Exhibit A which is attached and incorporated into this grant contract agreement.
- 2.2 Include in any contract and sub-grant, including the Loan Agreement with the Borrower, in addition to provisions that define a sound and complete agreement, such provisions that require contractors, sub-grantees and the Borrower to comply with applicable state and federal laws.
- 2.3 **Job Listing Agreements.** Minn. Stat. § 116L.66, subd.1, requires a business or private enterprise to list any vacant or new positions with the state CareerForce Center if it receives more than \$200,000 a year in grants from the State. If applicable, the business or private enterprise shall

list any job vacancy in its personnel complement with CareerForce at www.careerforcemn.com as soon as it occurs.

2.4 Ensure that all contractors and subcontractors performing work covered by this Grant are paid for their work that is satisfactorily completed. The Grantee's sole obligation pursuant to this provision relates to contractors or subcontractors directly hired by the Grantee, such as the City's municipal advisor. The Grantee has no obligation or duty under this Section 2.4 relating to contractors or subcontractors hired directly or performing work on behalf of the Borrower.

2.5 Grantee shall make all reasonable efforts to collect and shall bear all costs associated with monitoring, servicing, reporting, and enforcing the terms of the Loan Agreement.

2.6 Comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4 (a) (1).

3. Time

The Grantee must comply with all of the time requirements described in this grant contract agreement. In the performance of this Grant, time is of the essence.

4. Consideration of payment

4.1 **Consideration.** The State will pay the Grantee under this grant contract agreement as follows:

a) **Compensation.** The Grantee will be reimbursed according to the approved Budget contained in Exhibit B, which is attached and incorporated into this grant contract agreement.

b) **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract agreement will not exceed \$0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

c) **Total Obligation.** The total obligation of the State for all compensation and reimbursement to the Grantee under this grant contract agreement will not exceed \$450,000.

4.2 **Payment Request.** The State will disburse funds to the Grantee pursuant to this grant contract agreement, based upon payment requests submitted by the Grantee and reviewed and approved by the State. All funds must be disbursed within a twelve-month period of the Initial Disbursement Date with a maximum of three disbursements. Payment requests must be accompanied by supporting invoices that relate to the activities in the approved budget and the documentation detailed in Section 4.4 of this grant contract agreement. The State will provide payment request forms.

If the Grantee has received invoices from the Borrower for expenditures made after Effective Date of this grant contract agreement but before the Grant is closed or until all funds are disbursed, whichever is earlier, the Grantee shall submit those invoices to the State for review

and approval no later than 25 days after the end date of the state fiscal year of June 30th. To ensure that all funds are drawn down by the expiration date of the grant contract agreement, all Grantee payment requests must be received by the State at least 30 days prior to the Expiration Date.

- 4.3 **Contracting and Bidding Requirements.** Per Minn. Stat. § 471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44 consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

The provisions of this Section 4.3 shall apply only to contracts for supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property entered into directly by the Grantee. This Section is not applicable to contracts for supplies, materials, equipment contracts for supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property entered into by the Borrower.

The grantee must not contract with vendors who are suspended or debarred in MN: <http://www.mmd.admin.state.mn.us/debarredreport.asp>

- 4.4 **Documentation.** The following information must be submitted and approved by the State before funds will be released:

- a) **Loan Documents.** Minnesota Investment Fund Loan Agreement, promissory note, security agreement with UCC filing or letter of credit.
- b) **Lender Documents.** Documentation that participating lenders and or equity injections have closed on their financing:
 - 1) Evidence of equity injection in the amount of \$29,550,000
- c) **Invoices.** Invoices or other documentation as approved by DEED Loan Officer for \$450,000 Minnesota Investment Fund MIF reimbursement costs and \$450,000 in matching costs.
- d) **Eligible Costs.** Eligible costs include the costs identified in Exhibit B of this grant contract agreement that are incurred during the contract period for equipment or real estate in the corporate boundaries of the Grantee.

5. Conditions of Payment.

All services provided by the Grantee under this grant contract agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state or local law.

The State will not authorize disbursement of funds if there has been any adverse change in the Borrower's financial condition, organization, operations, or their ability to repay the project financing. Funds must be disbursed to the Borrower within 21 days of receipt of Minnesota Investment Fund money.

6. Authorized Representative.

The State's Authorized Representative is [Jason Burak](#), Loan Officer, 1st National Bank Building, 332 Minnesota Street, Suite E200, St. Paul, MN 55101, , [651-259-7338](#), Jason.burak@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each payment request form submitted for payment.

The Grantee's Authorized Representative (Staff Contact) is [Jason Brisson](#), Assistant City Administrator, 303 9th Street, Worthington, MN 56187, 507-372-8600, jbrisson@ci.worthington.mn.us, or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

7. Assignment, Amendments, Waiver, and Grant Contract Agreement Complete

- 7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.
- 7.2 **Amendments.** Any amendment to this grant contract agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.
- 7.4 **Grant Contract Agreement Complete.** This grant contract agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract agreement, whether written or oral, may be used to bind either party. Where provisions of the Application are inconsistent with the other provisions of this grant contract agreement, the other provisions of this grant contract agreement will take precedence over the provisions of the Application.

8. Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract agreement

9. State Audit

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of seven (7) years from the end of this grant contract agreement, receipt and approval of all final reports, last payment, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10. Government Data Practices

10.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

10.2 **Intellectual Property Representations.** The Grantee represents and warrants that Grantee's intellectual property used in the performance of this Grant does not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Grantee's intellectual property used in the performance of this Grant infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing intellectual property as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

11. Workers' Compensation

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12. Publicity and Endorsement

12.1 **Publicity.** Any publicity regarding the subject matter of this grant contract agreement must identify the State as a sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 **Endorsement.** The Grantee and the Borrower must not claim that the State endorses its products or services.

13. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. Venue for all legal proceedings out of this grant contract agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Termination

14.1 Termination by the State. The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro-rata basis for approved costs incurred.

14.2 Termination for Cause. The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of the grant contract agreement, legal documents required for disbursement have not been executed within 90 days of execution of this grant contract agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to distribute additional funds and requiring the return of all or part of the funds already disbursed.

14.3 Termination for Insufficient Funding. The State may immediately terminate this grant contract agreement if:

- a) It does not obtain funding from the Minnesota Legislature;
- b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or electronic notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment determined on a pro-rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of lack of funding within a reasonable time of the State's receiving that notice.

15. Data Disclosure

Under Minn. Stat. § 270C.65, subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies and state personnel involved with the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

Other Provisions

16. Conflict of Interest

The State will take steps to prevent individual and organizational conflicts of interest in reference to Grantees per Minn. Stat. § 16B.98 and Department of Administration, Office of Grants Management, Policy Number 08-01 Conflict of Interest Policy for State Grant-Making. When a

conflict of interest concerning State grant-making is suspected, disclosed, or discovered, transparency shall be the guiding principle in addressing it.

In cases where a perceived, potential, or actual individual or organizational conflict of interest is suspected, disclosed, or discovered by the Grantee throughout the life of the grant contract agreement, they must immediately notify the State for appropriate action steps to be taken, as defined above.

The Grantee must complete a Conflict of Interest Disclosure agreement and attach it to their proposal.

17. Successors and Assignees

This grant contract agreement shall be binding upon any successors or assignees of the parties.

18. Minnesota Business Subsidy Law

This grant contract agreement must comply with the Minnesota Business Subsidy Law, Minn. Stat. §§ 116J.993-116J.995 as applicable.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15.

Signed: Robin Culbertson

Date: 10/21/20

184813 PR 58810 PO 3000419554

SWIFT Contract/PO No(s)

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution:

Agency

Grantee

State's Authorized Representative – Photo Copy

EXHIBIT A GRANTEE DUTIES

The Grantee, who is not a State employee, will,

1. Administer the project in accordance with the requirements of the Minnesota Investment Fund Program, Minn. Stat. § 116J.8731; Minn. Rules, Chapter 4300; and policies and procedures developed by the State.
2. Enter into a Loan Agreement with the Borrower for \$450,000, ("LOAN") and assure the following conditions are included in such Loan Agreement:

2.1 Conditions

- a) Loan Term: 7 years
- b) Interest Rate: 0.00%
- c) Collateral: Freezer Equipment
- d) The corporate guaranty of JBS USA is required.

2.2 Job Creation and Wages

- a) As of the project award date, the Borrower identified 2,144 full time equivalent (FTE) base jobs at the project site and 3,500 FTE base jobs in the State of Minnesota that must be maintained through the Compliance Date. If necessary base job number will be amended following the Effective Date to account for fluctuation during contract processing periods.
- b) The Borrower will create an additional sixty-eight (68) permanent non-contract FTE jobs between the Effective Date and the Compliance Date. The Sixty-eight (68) jobs will pay at least \$17.05 per hour in cash wages, exclusive of Benefits. The Borrower is entitled to forgivable loan proceeds in the amount of \$450,000 for 68 jobs or \$6,617.65 per job that is created.
- c) All jobs created through the Compliance Date must pay at least \$13.86 per hour, including Benefits, on the Compliance Date. Benefits are defined as one or more of the following: health, dental, life and disability insurance, retirement program and profit sharing paid by the Borrower.
- d) If the Borrower fails to meet the job creation and wage goal level commitments on the Compliance Date, the Grantee may, after approval by the State and after holding a public hearing, extend the Compliance Date for one year. If the Borrower fails to meet the job creation goal and wage level commitment by the revised Compliance Date, the award amount shall be reduced proportionally on a per job basis, and the Borrower will be required to repay the Grantee all or a proportional share of the Loan funds on an accelerated term. If the Borrower is required to repay a proportional share, the amount shall be determined based upon the "wage bracket" values defined in Section 2.2(b). The Grantee will then also be required to return to the State all or a proportional share of the Loan funds. The interest rate on the "accelerated" portion of the loan shall increase as defined in the Promissory Note.

- e) In the event that no jobs are created by the Borrower by the revised Compliance Date, or all jobs created do not meet the commitment noted in 2.2 (c), the Grantee will be required to return all loan funds to the State on an accelerated basis.

2.3 Payment of Prevailing Wages to Contractors

Minn. Stat. § 116J.871 applies if a business receives \$500,000 or more in State loan funds and the State funds are used for construction, installation (including equipment), remodeling and repairs.

2.4 Loan Forgiveness

If the job creation goals and wage level commitments detailed in Sections 2.2 in Exhibit A of this Agreement are met on the Compliance Date, the Loan will be forgiven.

3. Require the Grantee's attorney to review the loan agreement, promissory note, security agreement, mortgage, guaranty and/or other documents, if any, considered necessary to secure the loan to ensure they are valid, binding and enforceable.
4. If applicable, retain 40% of each principal and interest payment made by the Borrower, up to \$100,000. Repay to the State 60% of each principal and interest payment made by the Borrower until the Grantee has received \$100,000 in repayments. Once the Grantee has received \$100,000 in repayments, the Grantee will repay the State 100% of every payment on the loan until paid in full. In the event the loan is not paid in full or job and wage goals in Section 2.2 are not met, principal and interest the Grantee retains will be reduced proportionally and returned to the State.
5. For any portion of the loan which is repayable under the Loan Agreement or which becomes repayable pursuant to Section 2.2(d) or (e) of this Exhibit A, the Grantee shall make all reasonable effort, in consultation with the State, to collect the repayable portion of the loan. If, after all reasonable effort has been made to collect, the Borrower continues to owe any repayable portion of the loan, the Grantee will have no obligation to repay the loan to the State from the Grantee's own funds, notwithstanding any funds owing under Section 4 of this Exhibit A. The Grantee shall continue to be obligated to remit to the State any loan funds that may be recovered from the Borrower in the future.
6. The Grantee will establish and maintain a revolving loan fund (RLF) consistent with Minn. Stat. § 116J.8731 Minnesota Investment Fund; Minnesota Rules Chapter 4300; and policies and procedures developed by the State and the State RLF Guidelines published by DEED. The Grantee must retain financial control and decision making authority regarding the use of repayments from the loan. Upon approval by the State, the Grantee may loan or grant money from its RLF to a regional development commission, or other regional entity, or statewide community capital fund to capitalize or to provide the local match required for capitalization of a regional or statewide RLF.
7. Reporting
 - a) Minnesota Investment Fund Annual Progress Reports
 - 1) Submit to the State annual progress reports on forms provided by the State until the project goals have been met or until the Compliance Date, whichever is later. These reports must be submitted January 25th of each year for the period ending December 31, for as long as the project remains open. A final Progress Report is required within 25 days of the Compliance Date.

- (a) July 25, 2021 for the period ending June 30, 2021;
- (b) January 25, 2022 for the period ending December 31, 2021;
- (c) January 25, 2023 for the period ending December 31, 2022;
- (d) Twenty-five days after the Compliance Date.

- 2) Funds will not be disbursed on any Grant with past due progress reports per OGM Policy 08-09.
- 3) The final report must be submitted no later than 25 days after the Compliance Date.
- 4) The State, at its discretion, may require the submittal of additional progress reports.
- 5) Information required in these reports may include, but is not limited to the following:
 - Permanent jobs created • Hourly base wage • Date of hire
 - Job titles • Hourly value of benefits • Benefits provided
 - Project expenditures • Status of project • Status of payments
 - Payroll Report

b) Minnesota Business Assistance Form (MBAF) Reports

- 1) Submit to the MN Department of Employment and Economic Development, Office of Economic Analysis, no later than April 1st of each year until the project goals have been met, but not less than two years.
- 8. Keep financial records, including properly executed contracts, invoices, receipts, vouchers, and other documents sufficient to evidence in proper detail the nature and propriety of the expenditures made pursuant to this grant contract agreement. Accounting methods must be in accordance with generally accepted accounting principles.
- 9. Complete the project in accordance with the approved budget within the time frames specified in this grant contract agreement.
- 10. Promptly notify the State of any proposed material change in the scope of the project, budget or completion date, which must be approved by the State, prior to implementation.
- 11. Have on file the necessary documentations to show that all project funds have been used for the items stated in the application.

Exhibit B
Approved Budget

Use of Funds	MIF	Bank	Equity	City	Other	Total
Property Acquisition						\$0
Site Improvement			\$3,030,000			\$3,030,000
Building Renovation			\$17,939,000			\$17,939,000
Construction						\$0
Machinery & Equip.	\$450,000		\$5,604,000			\$6,054,000
Roads						\$0
Water						\$0
Sewer (Sanitation)						\$0
Other			\$2,977,000			\$2,977,000
Total	\$450,000	\$0	\$29,550,000	\$0	\$0	\$30,000,000

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
BOLTON & MENK INC	10/16/20	WWTF FACILITY IMPROVEMENT	MUNICIPAL WASTEWAT	FA PURIFY STRUCTURES	23,705.00
	10/16/20	SOUTH SHORE LIFT STATION	MUNICIPAL WASTEWAT	PROJECT #18	4,147.50
				TOTAL:	27,852.50
BUFFALO RIDGE CONCRETE INC	10/16/20	CD12 DIVERSION STRUCTURE R	STORM WATER MANAGE	PROJECT #28	427.00
				TOTAL:	427.00
COOPERATIVE ENERGY COMPANY 02642198	10/16/20	FUEL	GENERAL FUND	FIRE ADMINISTRATION	22.09
				TOTAL:	22.09
COOPERATIVE ENERGY CO- ACCT # 5910807	10/16/20	CATCH BASINS	STORM WATER MANAGE	STORM DRAINAGE	28.55
				TOTAL:	28.55
CULLIGAN OF WORTHINGTON	10/16/20	MONTHLY SERVICE	WATER	O-DISTR MISC	5.00
				TOTAL:	5.00
FASTENAL COMPANY	10/16/20	SIGNS	GENERAL FUND	SIGNS AND SIGNALS	12.17
				TOTAL:	12.17
FORUM COMMUNICATIONS COMPANY	10/16/20	VEHICLE FOR SALE-GMC SIERR	ELECTRIC	ACCTS-INFO & INSTR ADV	59.03
				TOTAL:	59.03
FRONTIER COMMUNICATION SERVICES	10/16/20	PHONE SERVICE	WATER	O-PUMPING	61.70
	10/16/20	PHONE SERVICE	WATER	O-PURIFY MISC	71.73
	10/16/20	PHONE SERVICE	WATER	O-DISTR MISC	54.96
	10/16/20	PHONE SERVICE	WATER	ADMIN OFFICE SUPPLIES	28.55
	10/16/20	PHONE SERVICE	WATER	ACCTS-RECORDS & COLLEC	98.00
	10/16/20	PHONE SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	370.04
	10/16/20	PHONE SERVICE	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	28.55
	10/16/20	PHONE SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	43.41
	10/16/20	PHONE SERVICE	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	28.55
	10/16/20	PHONE SERVICE	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	91.93
	10/16/20	PHONE SERVICE	ELECTRIC	O-SOURCE MISC	72.04
	10/16/20	PHONE SERVICE	ELECTRIC	O-DISTR SUPER & ENG	56.72
	10/16/20	PHONE SERVICE	ELECTRIC	O-DISTR STATION EXPENS	127.48
	10/16/20	PHONE SERVICE	ELECTRIC	O-DISTR MISC	27.72
	10/16/20	PHONE SERVICE	ELECTRIC	ADMIN OFFICE SUPPLIES	66.79
	10/16/20	PHONE SERVICE	ELECTRIC	ACCTS-RECORDS & COLLEC	121.46
	10/16/20	PHONE SERVICE	ELECTRIC	ACCTS-ASSISTANCE	40.17
				TOTAL:	1,389.80
HY-VEE INC	10/16/20	DISH DETERGENT	LIQUOR	O-GEN MISC	14.69
	10/16/20	FUEL	LIQUOR	O-GEN MISC	28.20
				TOTAL:	42.89
INFRARED SERVICES	10/16/20	INFRARED INSPECTION & ANAL	ELECTRIC	CUSTOMER INSTALL EXPEN	3,630.25
				TOTAL:	3,630.25
INTL UNION LOCAL #49	10/16/20	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	60.35
	10/16/20	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	125.83
	10/16/20	UNION DUES	RECREATION	NON-DEPARTMENTAL	76.43
	10/16/20	UNION DUES	RECREATION	NON-DEPARTMENTAL	55.77
	10/16/20	UNION DUES	ECONOMIC DEV AUTHO	NON-DEPARTMENTAL	4.74
	10/16/20	UNION DUES	ECONOMIC DEV AUTHO	NON-DEPARTMENTAL	6.55
	10/16/20	UNION DUES	IMPROVEMENT CONST	NON-DEPARTMENTAL	5.42
	10/16/20	UNION DUES	IMPROVEMENT CONST	NON-DEPARTMENTAL	6.15

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	10/16/20	UNION DUES	WATER	NON-DEPARTMENTAL	87.95
	10/16/20	UNION DUES	WATER	NON-DEPARTMENTAL	78.45
	10/16/20	UNION DUES	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	119.45
	10/16/20	UNION DUES	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	128.00
	10/16/20	UNION DUES	STORM WATER MANAGE	NON-DEPARTMENTAL	48.16
	10/16/20	UNION DUES	STORM WATER MANAGE	NON-DEPARTMENTAL	1.75_
			TOTAL:		805.00
JERRY'S AUTO SUPPLY OF WORTHINGTON INC	10/16/20	OIL	RECREATION	PARK AREAS	6.57_
			TOTAL:		6.57
JOBSHQ	10/16/20	WATER OPERATOR II	WATER	ACCTS-SERV & INFORMATI	256.80_
			TOTAL:		256.80
LAMPERTS YARDS INC-2602004	10/16/20	SIDEWALKS	GENERAL FUND	PAVED STREETS	38.38
	10/16/20	RAM BOARD	GENERAL FUND	PAVED STREETS	119.98_
			TOTAL:		158.36
LAW ENF LABOR SERV INC #4	10/16/20	UNION DUES LICENSED	GENERAL FUND	NON-DEPARTMENTAL	527.00
	10/16/20	UNION DUES LICENSED	GENERAL FUND	NON-DEPARTMENTAL	527.00
	10/16/20	UNION DUES NON-LICENSED	GENERAL FUND	NON-DEPARTMENTAL	134.15
	10/16/20	UNION DUES NON-LICENSED	GENERAL FUND	NON-DEPARTMENTAL	134.15_
			TOTAL:		1,322.30
MCCUEN, JOSHUA W	10/16/20	BOOTS	GENERAL FUND	POLICE ADMINISTRATION	232.94_
			TOTAL:		232.94
MINNESOTA BENEFIT ASSOCIATION	10/16/20	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	8.19
	10/16/20	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	8.67
	10/16/20	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	49.55
	10/16/20	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	50.26
	10/16/20	INSURANCE	GENERAL FUND	PAVED STREETS	43.51
	10/16/20	INSURANCE	GENERAL FUND	PAVED STREETS	19.33
	10/16/20	INSURANCE	GENERAL FUND	PUBLIC WORK SHOP	9.67
	10/16/20	INSURANCE	GENERAL FUND	TRASH PICKUP	77.34
	10/16/20	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	33.65
	10/16/20	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	33.17
	10/16/20	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	12.47
	10/16/20	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	11.76
	10/16/20	MN BENEFITS	WATER	NON-DEPARTMENTAL	4.79
	10/16/20	MN BENEFITS	WATER	NON-DEPARTMENTAL	4.79
	10/16/20	INSURANCE	WATER	GENERAL ADMIN	32.98
	10/16/20	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	100.75
	10/16/20	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	100.75
	10/16/20	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	127.46
	10/16/20	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	127.46
	10/16/20	INSURANCE	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	0.01
	10/16/20	INSURANCE	MUNICIPAL WASTEWAT	GENERAL ADMIN	26.38
	10/16/20	MN BENEFITS	ELECTRIC	NON-DEPARTMENTAL	37.22
	10/16/20	MN BENEFITS	ELECTRIC	NON-DEPARTMENTAL	37.22
	10/16/20	INSURANCE	ELECTRIC	O-SOURCE SUPER & ENG	9.76
	10/16/20	INSURANCE	ELECTRIC	O-DISTR SUPER & ENG	175.66
	10/16/20	INSURANCE	ELECTRIC	M-SOURCE SUPER & ENF	9.76
	10/16/20	INSURANCE	ELECTRIC	GENERAL ADMIN	160.48
	10/16/20	INSURANCE	STORM WATER MANAGE	STREET CLEANING	21.75
	10/16/20	INSURANCE	AIRPORT	O-GEN MISC	21.75

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	1,356.54
MINNESOTA CHILD SUPPORT PAYMENT CTR	10/16/20	GARNISHMENT	GENERAL FUND	NON-DEPARTMENTAL	39.22
	10/16/20	SUPPORT ORDER	GENERAL FUND	NON-DEPARTMENTAL	119.52
				TOTAL:	158.74
MINNESOTA ENERGY RESOURCES CORP	10/16/20	GAS SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	737.00
	10/16/20	GAS SERVICE	WATER	O-PURIFY MISC	82.57
	10/16/20	GAS SERVICE	WATER	O-DISTR MISC	35.36
	10/16/20	GAS SERVICE	WATER	O-DISTR MISC	11.94
	10/16/20	GAS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	11.94
	10/16/20	GAS SERVICE	ELECTRIC	O-DISTR MISC	35.36
	10/16/20	GAS SERVICE	ELECTRIC	O-DISTR MISC	23.87
				TOTAL:	938.04
MINNESOTA MUNICIPAL UTILITIES ASSOC	10/16/20	4TH QTR OSHA SAFETY SERVIC	GENERAL FUND	ADMINISTRATION	194.08
	10/16/20	4TH QTR OSHA SAFETY SERVIC	GENERAL FUND	ENGINEERING ADMIN	420.51
	10/16/20	4TH QTR OSHA SAFETY SERVIC	GENERAL FUND	ECONOMIC DEVELOPMENT	291.13
	10/16/20	4TH QTR OSHA SAFETY SERVIC	GENERAL FUND	POLICE ADMINISTRATION	2,134.93
	10/16/20	4TH QTR OSHA SAFETY SERVIC	GENERAL FUND	FIRE ADMINISTRATION	2,329.01
	10/16/20	4TH QTR OSHA SAFETY SERVIC	GENERAL FUND	PAVED STREETS	129.39
	10/16/20	4TH QTR OSHA SAFETY SERVIC	GENERAL FUND	PAVED STREETS	323.47
	10/16/20	4TH QTR OSHA SAFETY SERVIC	GENERAL FUND	CODE ENFORCEMENT	129.39
	10/16/20	4TH QTR OSHA SAFETY SERVIC	RECREATION	PARK AREAS	323.47
	10/16/20	SAFETY MANAGEMENT PROG-SW	WATER	O-DISTR MISC	1,570.48
	10/16/20	SAFETY MANAGEMENT PROG-SW	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	809.04
	10/16/20	SAFETY MANAGEMENT PROG-SW	MUNICIPAL WASTEWAT	O-PURIFY MISC	809.04
	10/16/20	SAFETY MANAGEMENT PROG-SW	ELECTRIC	O-DISTR MISC	1,570.48
	10/16/20	ELECTRIC UTILITY MEMBER DU	ELECTRIC	ADMIN MISC	7,867.00
	10/16/20	4TH QTR OSHA SAFETY SERVIC	LIQUOR	O-GEN MISC	258.78
	10/16/20	4TH QTR OSHA SAFETY SERVIC	DATA PROCESSING	DATA PROCESSING	258.78
				TOTAL:	19,418.98
MISCELLANEOUS V PASS JESSICA	10/16/20	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	375.00
REKER NANCY	10/16/20	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	25.00
THONG KHING	10/16/20	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	25.00
				TOTAL:	425.00
INCPERS GROUP LIFE INS	10/16/20	LIFE INS	GENERAL FUND	NON-DEPARTMENTAL	147.63
	10/16/20	LIFE INS	GENERAL FUND	NON-DEPARTMENTAL	156.84
	10/16/20	LIFE INS	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	8.00
	10/16/20	LIFE INS	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	8.00
	10/16/20	LIFE INS	RECREATION	NON-DEPARTMENTAL	31.19
	10/16/20	LIFE INS	RECREATION	NON-DEPARTMENTAL	24.42
	10/16/20	LIFE INS	ECONOMIC DEV AUTHO	INVALID DEPARTMENT	0.20
	10/16/20	LIFE INS	ECONOMIC DEV AUTHO	INVALID DEPARTMENT	0.20
	10/16/20	LIFE INS	PIR/TRUNKS	NON-DEPARTMENTAL	3.60
	10/16/20	LIFE INS	PIR/TRUNKS	NON-DEPARTMENTAL	3.60
	10/16/20	LIFE INS	IMPROVEMENT CONST	NON-DEPARTMENTAL	1.10
	10/16/20	LIFE INS	IMPROVEMENT CONST	NON-DEPARTMENTAL	0.60
	10/16/20	LIFE INS	WATER	NON-DEPARTMENTAL	25.98
	10/16/20	LIFE INS	WATER	NON-DEPARTMENTAL	22.01
	10/16/20	LIFE INS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	26.06
	10/16/20	LIFE INS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	28.80
	10/16/20	LIFE INS	ELECTRIC	NON-DEPARTMENTAL	36.04
	10/16/20	LIFE INS	ELECTRIC	NON-DEPARTMENTAL	35.53

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	10/16/20	LIFE INS	STORM WATER MANAGE	NON-DEPARTMENTAL	0.20
	10/16/20	LIFE INS	LIQUOR	NON-DEPARTMENTAL	24.00
	10/16/20	LIFE INS	LIQUOR	NON-DEPARTMENTAL	24.00
	10/16/20	LIFE INS	DATA PROCESSING	NON-DEPARTMENTAL	16.00
	10/16/20	LIFE INS	DATA PROCESSING	NON-DEPARTMENTAL	16.00_
			TOTAL:		640.00
NOBLES COOPERATIVE ELECTRIC	10/16/20	ELECTRIC SERVICE	GENERAL FUND	SECURITY CENTER	8.99
	10/16/20	ELECTRIC SERVICE	GENERAL FUND	SECURITY CENTER	9.00
	10/16/20	ELECTRIC SERVICE	GENERAL FUND	SIGNS AND SIGNALS	16.03
	10/16/20	ELECTRIC SERVICE	GENERAL FUND	SIGNS AND SIGNALS	15.00
	10/16/20	ELECTRIC SERVICE	RECREATION	GOLF COURSE-GREEN	78.33
	10/16/20	ELECTRIC SERVICE	WATER	O-PUMPING	15.00
	10/16/20	ELECTRIC SERVICE	INDUSTRIAL WASTEWA	O-PURIFY MISC	108.40
	10/16/20	ELECTRIC SERVICE	AIRPORT	O-GEN MISC	37.56_
			TOTAL:		288.31
ONE OFFICE SOLUTION-WOCITY	10/16/20	CARTRIDGES, PAPER	GENERAL FUND	FIRE ADMINISTRATION	257.63_
			TOTAL:		257.63
ONE OFFICE SOLUTION-WOUTIL	10/16/20	LABELS	WATER	ADMIN OFFICE SUPPLIES	11.82
	10/16/20	LABELS	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	11.81
	10/16/20	LABELS	ELECTRIC	ADMIN OFFICE SUPPLIES	23.64_
			TOTAL:		47.27
MN PEIP	10/16/20	HEALTH INS PREMIUM	GENERAL FUND	NON-DEPARTMENTAL	6,910.65
	10/16/20	HEALTH INS PREMIUM	GENERAL FUND	NON-DEPARTMENTAL	7,025.65
	10/16/20	HEALTH INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	611.16
	10/16/20	HEALTH INS PREM	GENERAL FUND	MAYOR AND COUNCIL	322.01
	10/16/20	HEALTH INS PREM	GENERAL FUND	MAYOR AND COUNCIL	322.01
	10/16/20	HEALTH INS PREM	GENERAL FUND	ADMINISTRATION	752.22
	10/16/20	HEALTH INS PREM	GENERAL FUND	ADMINISTRATION	752.22
	10/16/20	HEALTH INS PREM	GENERAL FUND	CLERK'S OFFICE	601.10
	10/16/20	HEALTH INS PREM	GENERAL FUND	CLERK'S OFFICE	601.10
	10/16/20	HEALTH INS PREM	GENERAL FUND	ACCOUNTING	961.76
	10/16/20	HEALTH INS PREM	GENERAL FUND	ACCOUNTING	961.76
	10/16/20	HEALTH INS PREM	GENERAL FUND	ENGINEERING ADMIN	833.67
	10/16/20	HEALTH INS PREM	GENERAL FUND	ENGINEERING ADMIN	908.88
	10/16/20	HEALTH INS PREM	GENERAL FUND	ECONOMIC DEVELOPMENT	1,533.84
	10/16/20	HEALTH INS PREM	GENERAL FUND	ECONOMIC DEVELOPMENT	1,533.84
	10/16/20	HEALTH INS PREM	GENERAL FUND	POLICE ADMINISTRATION	12,494.82
	10/16/20	HEALTH INS PREM	GENERAL FUND	POLICE ADMINISTRATION	430.20
	10/16/20	HEALTH INS PREM	GENERAL FUND	POLICE ADMINISTRATION	147.44
	10/16/20	HEALTH INS PREM	GENERAL FUND	POLICE ADMINISTRATION	14,024.32
	10/16/20	HEALTH INS PREM	GENERAL FUND	POLICE ADMINISTRATION	67.17
	10/16/20	HEALTH INS PREM	GENERAL FUND	POLICE ADMINISTRATION	106.81
	10/16/20	BOMGAARS INSURANCE	OCT FO GENERAL FUND	POLICE ADMINISTRATION	1,202.20
	10/16/20	HEALTH INS PREM	GENERAL FUND	SECURITY CENTER	2,254.83
	10/16/20	HEALTH INS PREM	GENERAL FUND	SECURITY CENTER	2,389.40
	10/16/20	HEALTH INS PREM	GENERAL FUND	SECURITY CENTER	134.57
	10/16/20	HEALTH INS PREM	GENERAL FUND	SECURITY CENTER	2,239.14
	10/16/20	HEALTH INS PREM	GENERAL FUND	SECURITY CENTER	2,389.38
	10/16/20	HEALTH INS PREM	GENERAL FUND	SECURITY CENTER	150.28
	10/16/20	HEALTH INS PREM	GENERAL FUND	FIRE ADMINISTRATION	33.19
	10/16/20	HEALTH INS PREM	GENERAL FUND	ANIMAL CONTROL ENFORCE	140.73
	10/16/20	HEALTH INS PREM	GENERAL FUND	ANIMAL CONTROL ENFORCE	140.73

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	10/16/20	HEALTH INS PREM	GENERAL FUND	PAVED STREETS	202.87
	10/16/20	HEALTH INS PREM	GENERAL FUND	PAVED STREETS	300.55
	10/16/20	HEALTH INS PREM	GENERAL FUND	PAVED STREETS	165.30
	10/16/20	HEALTH INS PREM	GENERAL FUND	PUBLIC WORK SHOP	30.06
	10/16/20	HEALTH INS PREM	GENERAL FUND	TRASH PICKUP	135.25
	10/16/20	HEALTH INS PREM	GENERAL FUND	CODE ENFORCEMENT	747.83
	10/16/20	HEALTH INS PREM	GENERAL FUND	CODE ENFORCEMENT	747.83
	10/16/20	HEALTH INS PREMIUM	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	80.50
	10/16/20	HEALTH INS PREMIUM	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	80.50
	10/16/20	HEALTH INS PREM	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	322.01
	10/16/20	HEALTH INS PREM	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	322.01
	10/16/20	HEALTH INS PREMIUM	RECREATION	NON-DEPARTMENTAL	322.37
	10/16/20	HEALTH INS PREMIUM	RECREATION	NON-DEPARTMENTAL	322.37
	10/16/20	HEALTH INS PREM	RECREATION	PARK AREAS	752.22
	10/16/20	HEALTH INS PREM	RECREATION	PARK AREAS	752.22
	10/16/20	HEALTH INS PREMIUM	ECONOMIC DEV AUTHO	NON-DEPARTMENTAL	3.32
	10/16/20	HEALTH INS PREMIUM	ECONOMIC DEV AUTHO	NON-DEPARTMENTAL	3.32
	10/16/20	HEALTH INS PREM	ECONOMIC DEV AUTHO	MISC HOUSING DEVELOPME	18.81
	10/16/20	HEALTH INS PREM	ECONOMIC DEV AUTHO	BUSINESS DEVELOPMENT	18.81
	10/16/20	HEALTH INS PREMIUM	PIR/TRUNKS	NON-DEPARTMENTAL	67.62
	10/16/20	HEALTH INS PREMIUM	PIR/TRUNKS	NON-DEPARTMENTAL	67.62
	10/16/20	HEALTH INS PREM	PIR/TRUNKS	SP ASSESS-ADMIN ESCROW	270.50
	10/16/20	HEALTH INS PREM	PIR/TRUNKS	SP ASSESS-ADMIN ESCROW	270.49
	10/16/20	HEALTH INS PREMIUM	IMPROVEMENT CONST	NON-DEPARTMENTAL	18.82
	10/16/20	HEALTH INS PREMIUM	IMPROVEMENT CONST	NON-DEPARTMENTAL	9.97
	10/16/20	HEALTH INS PREM	IMPROVEMENT CONST	2019 HOMEWOOD HILLS ST	37.61
	10/16/20	HEALTH INS PREM	IMPROVEMENT CONST	2019 HOMEWOOD HILLS ST	7.51
	10/16/20	HEALTH INS PREM	IMPROVEMENT CONST	2019 HOMEWOOD HILLS ST	18.81
	10/16/20	HEALTH INS PREM	IMPROVEMENT CONST	2019 HOMEWOOD HILLS ST	18.81
	10/16/20	HEALTH INS PREM	IMPROVEMENT CONST	TAP TRAILS	11.27
	10/16/20	HEALTH INS PREM	IMPROVEMENT CONST	OVERLAY PROGRAM	23.51
	10/16/20	HEALTH INS PREM	IMPROVEMENT CONST	10TH AVE BRIDGE & ST R	9.40
	10/16/20	HEALTH INS PREM	IMPROVEMENT CONST	N CRAILSHEIM WATER 20	18.81
	10/16/20	HEALTH INS PREM	IMPROVEMENT CONST	N CRAILSHEIM WATER 20	9.40
	10/16/20	HEALTH INS PREMIUM	WATER	NON-DEPARTMENTAL	258.61
	10/16/20	HEALTH INS PREMIUM	WATER	NON-DEPARTMENTAL	226.03
	10/16/20	HEALTH INS PREM	WATER	O-SOURCE WELLS & SPRNG	12.36
	10/16/20	HEALTH INS PREM	WATER	O-DISTR SUPER AND ENG	601.10
	10/16/20	HEALTH INS PREM	WATER	O-DISTR SUPER AND ENG	601.10
	10/16/20	HEALTH INS PREM	WATER	O-DISTR MISC	16.10
	10/16/20	HEALTH INS PREM	WATER	O-DISTR MISC	16.10
	10/16/20	HEALTH INS PREM	WATER	GENERAL ADMIN	90.17
	10/16/20	HEALTH INS PREM	WATER	GENERAL ADMIN	82.75
	10/16/20	HEALTH INS PREM	WATER	ADMIN OFFICE SUPPLIES	3.09
	10/16/20	HEALTH INS PREM	WATER	ACCTS-METER READING	240.57
	10/16/20	HEALTH INS PREM	WATER	ACCTS-METER READING	120.22
	10/16/20	HEALTH INS PREM	WATER	ACCTS-RECORDS & COLLEC	152.52
	10/16/20	HEALTH INS PREM	WATER	ACCTS-RECORDS & COLLEC	152.51
	10/16/20	HEALTH INS PREM	WATER	PROJECT #2	9.40
	10/16/20	HEALTH INS PREM	WATER	PROJECT #2	9.40
	10/16/20	HEALTH INS PREM	WATER	PROJECT #11	18.81
	10/16/20	HEALTH INS PREM	WATER	PROJECT #11	56.42
	10/16/20	HEALTH INS PREM	WATER	PROJECT #11	79.92
	10/16/20	HEALTH INS PREMIUM	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	115.87
	10/16/20	HEALTH INS PREMIUM	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	115.87
	10/16/20	HEALTH INSURANCE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	129.62

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	10/16/20	HEALTH INS PREM	MUNICIPAL WASTEWAT	O-SOURCE SUPERVISION	180.33
	10/16/20	HEALTH INS PREM	MUNICIPAL WASTEWAT	O-SOURCE SUPERVISION	180.33
	10/16/20	HEALTH INS PREM	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	420.77
	10/16/20	HEALTH INS PREM	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	420.77
	10/16/20	HEALTH INS PREM	MUNICIPAL WASTEWAT	O-PURIFY MISC	16.10
	10/16/20	HEALTH INS PREM	MUNICIPAL WASTEWAT	O-PURIFY MISC	16.10
	10/16/20	HEALTH INS PREM	MUNICIPAL WASTEWAT	GENERAL ADMIN	72.13
	10/16/20	HEALTH INS PREM	MUNICIPAL WASTEWAT	GENERAL ADMIN	66.20
	10/16/20	HEALTH INS PREM	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	3.09
	10/16/20	HEALTH INS PREM	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	126.04
	10/16/20	HEALTH INS PREM	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	126.04
	10/16/20	HEALTH INS PREM	MUNICIPAL WASTEWAT	PROJECT #7	18.81
	10/16/20	HEALTH INS PREM	MUNICIPAL WASTEWAT	PROJECT #7	18.80
	10/16/20	HEALTH INS PREMIUM	ELECTRIC	NON-DEPARTMENTAL	954.52
	10/16/20	HEALTH INS PREMIUM	ELECTRIC	NON-DEPARTMENTAL	976.31
	10/16/20	HEALTH INSURANCE	ELECTRIC	NON-DEPARTMENTAL	300.54
	10/16/20	HEALTH INS PREM	ELECTRIC	O-DISTR UNDERGRND LINE	180.11
	10/16/20	HEALTH INS PREM	ELECTRIC	O-DISTR UNDERGRND LINE	240.44
	10/16/20	HEALTH INS PREM	ELECTRIC	O-DISTR MISC	638.69
	10/16/20	HEALTH INS PREM	ELECTRIC	O-DISTR MISC	429.55
	10/16/20	HEALTH INS PREM	ELECTRIC	M-SOURCE MISC	26.30
	10/16/20	HEALTH INS PREM	ELECTRIC	M-CISTR SUPER & ENG	132.84
	10/16/20	HEALTH INS PREM	ELECTRIC	M-CISTR SUPER & ENG	59.00
	10/16/20	HEALTH INS PREM	ELECTRIC	M-DISTR STATION EQUIPM	79.69
	10/16/20	HEALTH INS PREM	ELECTRIC	M-DISTR UNDERGRND LINE	1,209.03
	10/16/20	HEALTH INS PREM	ELECTRIC	M-DISTR UNDERGRND LINE	788.05
	10/16/20	HEALTH INS PREM	ELECTRIC	M-DISTR ST LITE & SIG	89.36
	10/16/20	HEALTH INS PREM	ELECTRIC	M-DISTR ST LITE & SIG	327.25
	10/16/20	HEALTH INS PREM	ELECTRIC	M-DISTR METERS	84.99
	10/16/20	HEALTH INS PREM	ELECTRIC	GENERAL ADMIN	438.80
	10/16/20	HEALTH INS PREM	ELECTRIC	GENERAL ADMIN	402.70
	10/16/20	HEALTH INS PREM	ELECTRIC	ADMIN OFFICE SUPPLIES	30.91
	10/16/20	HEALTH INS PREM	ELECTRIC	ACCTS-METER READING	116.52
	10/16/20	HEALTH INS PREM	ELECTRIC	ACCTS-METER READING	120.22
	10/16/20	HEALTH INS PREM	ELECTRIC	ACCTS-RECORDS & COLLEC	676.46
	10/16/20	HEALTH INS PREM	ELECTRIC	ACCTS-RECORDS & COLLEC	676.47
	10/16/20	HEALTH INS PREM	ELECTRIC	ACCTS-ASSISTANCE	161.00
	10/16/20	HEALTH INS PREM	ELECTRIC	ACCTS-ASSISTANCE	161.00
	10/16/20	HEALTH INS PREM	ELECTRIC	FA DISTR UNDRGRND COND	460.07
	10/16/20	HEALTH INS PREM	ELECTRIC	FA DISTR UNDRGRND COND	1,094.74
	10/16/20	HEALTH INS PREM	ELECTRIC	FA DISTR ST LITE & SIG	208.50
	10/16/20	HEALTH INS PREM	ELECTRIC	FA DISTR ST LITE & SIG	254.01
	10/16/20	HEALTH INS PREMIUM	STORM WATER MANAGE	NON-DEPARTMENTAL	37.13
	10/16/20	HEALTH INS PREM	STORM WATER MANAGE	STORM DRAINAGE	135.25
	10/16/20	HEALTH INS PREM	STORM WATER MANAGE	PROJECT #28	18.79
	10/16/20	HEALTH INS PREMIUM	LIQUOR	NON-DEPARTMENTAL	402.49
	10/16/20	HEALTH INS PREMIUM	LIQUOR	NON-DEPARTMENTAL	402.49
	10/16/20	HEALTH INS PREM	LIQUOR	O-GEN MISC	1,520.83
	10/16/20	HEALTH INS PREM	LIQUOR	O-GEN MISC	129.11
	10/16/20	HEALTH INS PREM	LIQUOR	O-GEN MISC	1,519.19
	10/16/20	HEALTH INS PREM	LIQUOR	O-GEN MISC	130.75
	10/16/20	HEALTH INS PREMIUM	AIRPORT	NON-DEPARTMENTAL	58.23
	10/16/20	HEALTH INS PREM	AIRPORT	O-GEN MISC	232.92
	10/16/20	HEALTH INS PREMIUM	DATA PROCESSING	NON-DEPARTMENTAL	382.48
	10/16/20	HEALTH INS PREMIUM	DATA PROCESSING	NON-DEPARTMENTAL	382.48
	10/16/20	HEALTH INS PREM	DATA PROCESSING	DATA PROCESSING	1,274.12

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	10/16/20	HEALTH INS PREM	DATA PROCESSING	DATA PROCESSING	1,274.12
	10/16/20	BOMGAARS INSURANCE OCT FO	HEALTH INS PLAN (T	NON-DEPARTMENTAL	300.54
				TOTAL:	93,458.42
PITNEY BOWES	10/16/20	QUARTERLY MAILING SYSTEM	WATER	ACCTS-RECORDS & COLLEC	304.96
	10/16/20	QUARTERLY MAILING SYSTEM	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	304.95
	10/16/20	QUARTERLY MAILING SYSTEM	ELECTRIC	ACCTS-RECORDS & COLLEC	609.92
				TOTAL:	1,219.83
PRODUCTIVITY PLUS ACCOUNT	10/16/20	RENTAL TRACTOR	GENERAL FUND	PAVED STREETS	407.00
	10/16/20	TOOLCAT	RECREATION	PARK AREAS	32.88
	10/16/20	TOOLCAT	RECREATION	PARK AREAS	40.80
	10/16/20	BOBCAT SERVICE	RECREATION	PARK AREAS	289.12
	10/16/20	BOBCAT SERVICE	RECREATION	PARK AREAS	306.46
	10/16/20	STUMP GRINDER	RECREATION	TREE REMOVAL	482.67
				TOTAL:	1,558.93
SCHAAP SANITATION	10/16/20	MONTHLY SERVICE	GENERAL FUND	PAVED STREETS	57.66
	10/16/20	MONTHLY SERVICE	GENERAL FUND	CENTER FOR ACTIVE LIVI	40.53
	10/16/20	MONTHLY SERVICE	RECREATION	PARK AREAS	57.66
	10/16/20	MONTHLY SERVICE	RECREATION	OLSON PARK CAMPGROUND	438.24
	10/16/20	MONTHLY SERVICE	LIQUOR	O-GEN MISC	265.47
				TOTAL:	859.56
SECURE BENEFITS SYSTEMS CORP	10/16/20	ADMIN FEE	GENERAL FUND	NON-DEPARTMENTAL	50.73
	10/16/20	ADMIN FEE	GENERAL FUND	NON-DEPARTMENTAL	54.47
	10/16/20	CHILD CARE	GENERAL FUND	NON-DEPARTMENTAL	999.98
	10/16/20	CHILD CARE	GENERAL FUND	NON-DEPARTMENTAL	979.38
	10/16/20	UNREIMBURSED MEDICAL	GENERAL FUND	NON-DEPARTMENTAL	1,263.02
	10/16/20	UNREIMBURSED MEDICAL	GENERAL FUND	NON-DEPARTMENTAL	1,364.54
	10/16/20	MONTHLY ADMIN FEE-OCT	GENERAL FUND	OTHER GEN GOVT MISC	20.00
	10/16/20	ADMIN FEE	RECREATION	NON-DEPARTMENTAL	7.57
	10/16/20	ADMIN FEE	RECREATION	NON-DEPARTMENTAL	5.60
	10/16/20	CHILD CARE	RECREATION	NON-DEPARTMENTAL	20.60
	10/16/20	UNREIMBURSED MEDICAL	RECREATION	NON-DEPARTMENTAL	161.14
	10/16/20	UNREIMBURSED MEDICAL	RECREATION	NON-DEPARTMENTAL	143.64
	10/16/20	ADMIN FEE	ECONOMIC DEV AUTHO	NON-DEPARTMENTAL	0.06
	10/16/20	ADMIN FEE	ECONOMIC DEV AUTHO	NON-DEPARTMENTAL	0.06
	10/16/20	UNREIMBURSED MEDICAL	ECONOMIC DEV AUTHO	NON-DEPARTMENTAL	2.60
	10/16/20	UNREIMBURSED MEDICAL	ECONOMIC DEV AUTHO	NON-DEPARTMENTAL	2.60
	10/16/20	ADMIN FEE	IMPROVEMENT CONST	NON-DEPARTMENTAL	0.30
	10/16/20	ADMIN FEE	IMPROVEMENT CONST	NON-DEPARTMENTAL	0.17
	10/16/20	UNREIMBURSED MEDICAL	IMPROVEMENT CONST	NON-DEPARTMENTAL	11.59
	10/16/20	UNREIMBURSED MEDICAL	IMPROVEMENT CONST	NON-DEPARTMENTAL	7.81
	10/16/20	ADMIN FEE	WATER	NON-DEPARTMENTAL	2.79
	10/16/20	ADMIN FEE	WATER	NON-DEPARTMENTAL	2.75
	10/16/20	UNREIMBURSED MEDICAL	WATER	NON-DEPARTMENTAL	128.90
	10/16/20	UNREIMBURSED MEDICAL	WATER	NON-DEPARTMENTAL	126.95
	10/16/20	ADMIN FEE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	13.84
	10/16/20	ADMIN FEE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	13.96
	10/16/20	CHILD CARE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	350.00
	10/16/20	CHILD CARE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	350.00
	10/16/20	UNREIMBURSED MEDICAL	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	258.31
	10/16/20	UNREIMBURSED MEDICAL	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	259.44
	10/16/20	ADMIN FEE	ELECTRIC	NON-DEPARTMENTAL	6.24
	10/16/20	ADMIN FEE	ELECTRIC	NON-DEPARTMENTAL	6.24

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	10/16/20	CHILD CARE	ELECTRIC	NON-DEPARTMENTAL	320.83
	10/16/20	CHILD CARE	ELECTRIC	NON-DEPARTMENTAL	320.83
	10/16/20	UNREIMBURSED MEDICAL	ELECTRIC	NON-DEPARTMENTAL	101.56
	10/16/20	UNREIMBURSED MEDICAL	ELECTRIC	NON-DEPARTMENTAL	101.56
	10/16/20	ADMIN FEE	STORM WATER MANAGE	NON-DEPARTMENTAL	1.72
	10/16/20	UNREIMBURSED MEDICAL	STORM WATER MANAGE	NON-DEPARTMENTAL	79.42
	10/16/20	ADMIN FEE	LIQUOR	NON-DEPARTMENTAL	4.50
	10/16/20	ADMIN FEE	LIQUOR	NON-DEPARTMENTAL	4.50
	10/16/20	UNREIMBURSED MEDICAL	LIQUOR	NON-DEPARTMENTAL	129.16
	10/16/20	UNREIMBURSED MEDICAL	LIQUOR	NON-DEPARTMENTAL	129.16
	10/16/20	ADMIN FEE	DATA PROCESSING	NON-DEPARTMENTAL	2.25
	10/16/20	ADMIN FEE	DATA PROCESSING	NON-DEPARTMENTAL	2.25
	10/16/20	UNREIMBURSED MEDICAL	DATA PROCESSING	NON-DEPARTMENTAL	100.00
	10/16/20	UNREIMBURSED MEDICAL	DATA PROCESSING	NON-DEPARTMENTAL	100.00_
				TOTAL:	8,013.02
SHORT ELLIOTT HENDRICKSON INC	10/16/20	DIAGONAL ROAD SHOP REMODEL WATER		FA MISC	24,451.45
	10/16/20	DIAGONAL ROAD SHOP REMODEL WATER		FA MISC	1,711.24
	10/16/20	DIAGONAL ROAD SHOP REMODEL WATER		FA MISC	6,778.60
	10/16/20	DIAGONAL ROAD SHOP REMODEL ELECTRIC		FA MISC	24,451.45
	10/16/20	DIAGONAL ROAD SHOP REMODEL ELECTRIC		FA MISC	1,711.24
	10/16/20	DIAGONAL ROAD SHOP REMODEL ELECTRIC		FA MISC	6,778.60_
				TOTAL:	65,882.58
ST LOUIS MRO, INC	10/16/20	2020 FMCSA CLEARINGHOUSE Q GENERAL FUND		PAVED STREETS	12.50
	10/16/20	2020 FMCSA CLEARINGHOUSE Q RECREATION		PARK AREAS	12.50
	10/16/20	2020 FMCSA CLEARINGHOUSE Q WATER		O-DISTR MISC	8.34
	10/16/20	2020 FMCSA CLEARINGHOUSE Q MUNICIPAL WASTEWAT		O-PURIFY MISC	8.33
	10/16/20	2020 FMCSA CLEARINGHOUSE Q ELECTRIC		O-DISTR MISC	8.33_
				TOTAL:	50.00
THE GLOBE	10/16/20	ANNUAL SUBSCRIPTION	ELECTRIC	ADMIN MISC	113.88_
				TOTAL:	113.88
WYCOFF DANNY	10/16/20	CORDLESS PHONES	LIQUOR	O-GEN MISC	106.95_
				TOTAL:	106.95

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
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===== FUND TOTALS =====

101	GENERAL FUND	79,478.91
202	MEMORIAL AUDITORIUM	1,558.02
229	RECREATION	4,835.29
231	ECONOMIC DEV AUTHORITY	61.27
321	PIR/TRUNKS	683.43
401	IMPROVEMENT CONST	217.06
601	WATER	38,824.02
602	MUNICIPAL WASTEWATER	34,427.63
604	ELECTRIC	60,497.43
605	INDUSTRIAL WASTEWATER	108.40
606	STORM WATER MANAGEMENT	799.72
609	LIQUOR	5,094.27
612	AIRPORT	350.46
702	DATA PROCESSING	3,808.48
705	HEALTH INS PLAN (TPA)	300.54

GRAND TOTAL: 231,044.93

TOTAL PAGES: 9

PACKET: 03705 Direct Payables

VENDOR SET: 01 CITY OF WORTHINGTON *** DRAFT/OTHER LISTING ***

BANK: 1 WELLS FARGO-CITY

VENDOR	I.D.	NAME	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
M00115		MISSOURI RIVER ENERGY SERVICES	D	10/22/2020			001283	1,199,650.01
S00202		STATE OF MINNESOTA DEPT OF REVED		10/22/2020			001284	105,709.00
W00123		WELLS FARGO BANK MN NA	D	10/22/2020			001285	9,110.06

* * 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:	3	0.00	1,314,469.07	1,314,469.07
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:	3	0.00	1,314,469.07	1,314,469.07

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
ALDEN POOL & MUNICIPAL SUPPLY	10/23/20	3C SMOKE BOMBS-SAN SEWER T	MUNICIPAL WASTEWAT	M-SOURCE MISC	1,344.00_
				TOTAL:	1,344.00
ALEX AIR APPARATUS INC	10/23/20	PATCH FOR TURNOUT GEAR	GENERAL FUND	FIRE ADMINISTRATION	264.00_
				TOTAL:	264.00
AMERICAN BOTTLING COMPANY	10/23/20	MIX	LIQUOR	NON-DEPARTMENTAL	164.16_
				TOTAL:	164.16
ANDERSON ALIGNMENT	10/23/20	#412 BATTERY, OIL CHANGE,	GENERAL FUND	PAVED STREETS	563.68
	10/23/20	#412 BATTERY, OIL CHANGE,	GENERAL FUND	PAVED STREETS	244.90
	10/23/20	#417 FUEL FILTER	GENERAL FUND	PAVED STREETS	38.42
	10/23/20	#417 FUEL FILTER	GENERAL FUND	PAVED STREETS	51.00
	10/23/20	#508 OIL CHANGE	RECREATION	TREE REMOVAL	208.75
	10/23/20	#508 OIL CHANGE	RECREATION	TREE REMOVAL	124.75
	10/23/20	#508 OIL CHANGE	RECREATION	TREE REMOVAL	65.11
	10/23/20	#408 TIRES	STORM WATER MANAGE	STREET CLEANING	360.46
	10/23/20	#408 TIRES	STORM WATER MANAGE	STREET CLEANING	31.45
	10/23/20	#423 TIRES, OIL CHANGE	STORM WATER MANAGE	STREET CLEANING	1,226.10
	10/23/20	#423 TIRES, OIL CHANGE	STORM WATER MANAGE	STREET CLEANING	132.92
	10/23/20	#423 TIRES, OIL CHANGE	STORM WATER MANAGE	STREET CLEANING	340.00_
				TOTAL:	3,387.54
APX CONSTRUCTION GROUP LLC	10/23/20	SBA-GRANT APPROVAL CARES A	WGTN EDA	BUSINESS DEVELOPMENT	8,025.00_
				TOTAL:	8,025.00
ARCTIC GLACIER USA INC	10/23/20	MIX	LIQUOR	NON-DEPARTMENTAL	84.80
	10/23/20	MIX	LIQUOR	NON-DEPARTMENTAL	103.20_
				TOTAL:	188.00
ARTISAN BEER COMPANY	10/23/20	BEER	LIQUOR	NON-DEPARTMENTAL	381.55
	10/23/20	BEER	LIQUOR	NON-DEPARTMENTAL	385.15_
				TOTAL:	766.70
ATLANTIC BOTTLING COMPANY	10/23/20	MIX	LIQUOR	NON-DEPARTMENTAL	190.80_
				TOTAL:	190.80
BELLBOY CORPORATION	10/23/20	MIX	LIQUOR	NON-DEPARTMENTAL	976.50
	10/23/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,540.30
	10/23/20	WINE	LIQUOR	NON-DEPARTMENTAL	520.00
	10/23/20	MIX	LIQUOR	NON-DEPARTMENTAL	94.75
	10/23/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	415.00
	10/23/20	FREIGHT	LIQUOR	O-SOURCE MISC	4.00
	10/23/20	FREIGHT	LIQUOR	O-SOURCE MISC	70.00
	10/23/20	FREIGHT	LIQUOR	O-SOURCE MISC	10.00_
				TOTAL:	4,630.55
CALVIN BERGER	10/23/20	CITY WIDE TRASH PICK UP	GENERAL FUND	TRASH PICKUP	10,368.00_
				TOTAL:	10,368.00
BEVERAGE WHOLESALERS INC	10/23/20	BEER	LIQUOR	NON-DEPARTMENTAL	10,796.25
	10/23/20	BEER	LIQUOR	NON-DEPARTMENTAL	4,923.14
	10/23/20	BEER	LIQUOR	NON-DEPARTMENTAL	11,165.05
	10/23/20	BEER	LIQUOR	NON-DEPARTMENTAL	7,204.30
	10/23/20	MIX	LIQUOR	NON-DEPARTMENTAL	240.00
	10/23/20	BEER	LIQUOR	NON-DEPARTMENTAL	4,152.71

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
				TOTAL:	38,481.45
BOLTJES INC	10/23/20	PLEASANT PARK TENNIS COURT RECREATION		PARK AREAS	13,235.00_
				TOTAL:	13,235.00
BOLTON & MENK INC	10/23/20	PRAIRIE VIEW GOLF COURSE	RECREATION	GOLF COURSE-GREEN	9,200.00
	10/23/20	DUGDALE RESIDENTIAL SUBD	ECONOMIC DEV AUTHO	MISC HOUSING DEVELOPME	30,171.44
	10/23/20	DUGDALE RESIDENTIAL SUBD	IMPROVEMENT CONST	HOMWOOD HILLS SIDEWAL	3,152.24
	10/23/20	CECILEE STREET EXTENSION	IMPROVEMENT CONST	CECILEE STREET EXTENSI	607.50
	10/23/20	DUGDALE RESIDENTIAL SUBD	IMPROVEMENT CONST	GLENWOOD HGTS II ST SW	11,708.32
	10/23/20	CHERRYWOOD STORM SEWER	IMPROVEMENT CONST	N CRAILSHEIM WATER 20	19,143.00
	10/23/20	IND. WWTF REPORT	INDUSTRIAL WASTEWA	O-PURIFY MISC	8,182.50
	10/23/20	TAXIWAY B&C PAVEMENT	AIRPORT	PROJECT #2	4,946.00
	10/23/20	SOUTH CONCRETE APRON	AIRPORT	PROJECT #11	23,435.00_
				TOTAL:	110,546.00
BORDER STATES ELECTRIC SUPPLY	10/23/20	BATTERIES	ELECTRIC	M-DISTR UNDERGRND LINE	58.65
	10/23/20	PVC ELBOWS	ELECTRIC	FA DISTR UNDRGRND COND	1,223.68
	10/23/20	15KV CONNECTORS	ELECTRIC	FA DISTR UNDRGRND COND	895.30_
				TOTAL:	2,177.63
BREAKTHRU BEVERAGE MINNESOTA BEER LLC	10/23/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	3,353.58
	10/23/20	WINE	LIQUOR	NON-DEPARTMENTAL	1,329.20
	10/23/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,980.34
	10/23/20	FREIGHT	LIQUOR	O-SOURCE MISC	48.03
	10/23/20	FREIGHT	LIQUOR	O-SOURCE MISC	25.90
	10/23/20	FREIGHT	LIQUOR	O-SOURCE MISC	48.32_
				TOTAL:	7,785.37
BRENNTAG GREAT LAKES LLC	10/23/20	PHOSPHATE	WATER	O-PURIFY	2,979.17_
				TOTAL:	2,979.17
CATALYST TAGS INC	10/23/20	CATALYST TAGS INC	LIQUOR	O-GEN MISC	403.30_
				TOTAL:	403.30
CEMSTONE CONCRETE MATERIALS LLC	10/23/20	BLUE BUILDING SIDEWALKS	RECREATION	FIELD HOUSE	741.88
	10/23/20	SIDEWALKS-CENTENNIAL	RECREATION	PARK AREAS	799.63_
				TOTAL:	1,541.51
CHAMBER OF COMMERCE	10/23/20	MN WEST-FITNESS COURT	AQUATIC CENTER FAC	AQUATIC CENTER FACILIT	51,846.00_
				TOTAL:	51,846.00
COAST TO COAST SOLUTIONS	10/23/20	FACE MASKS, BEANIES	GENERAL FUND	POLICE ADMINISTRATION	415.27_
				TOTAL:	415.27
COMMISSIONER OF TRANSPORTATION	10/23/20	HANGAR LOAN PAYMENT	AIRPORT	NON-DEPARTMENTAL	920.00_
				TOTAL:	920.00
COMPUTER LODGE LLC	10/23/20	COMPUTER LODGE LLC	LIQUOR	O-GEN MISC	1,179.12
	10/23/20	NEW REGISTER HOOK UP	LIQUOR	O-GEN MISC	152.09_
				TOTAL:	1,331.21
CRIME STOPPERS OF MINNESOTA	10/23/20	2021 LE PARTNERSHIP PROGRA	GENERAL FUND	POLICE ADMINISTRATION	200.00_
				TOTAL:	200.00
JUDY SPENCER	10/23/20	STEMLESS PLASTIC WINE GLAS	LIQUOR	O-GEN MISC	163.64

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	10/23/20	PEEL AND STICK CALENDARS	LIQUOR	O-GEN MISC	228.64_
				TOTAL:	392.28
DACOTAH PAPER CO	10/23/20	DISP TOWELS, BAGS,	LIQUOR	O-GEN MISC	208.57
	10/23/20	DISINFECTING WIPES	LIQUOR	O-GEN MISC	236.34_
				TOTAL:	444.91
DK BUILDINGS, LLC	10/23/20	10TH STREET PLAZA	RECREATION	NON-DEPARTMENTAL	13,136.40-
	10/23/20	10TH STREET PLAZA	RECREATION	10TH STREET PAVILION	262,728.00_
				TOTAL:	249,591.60
DOLL DISTRIBUTING LLC	10/23/20	BEER	LIQUOR	NON-DEPARTMENTAL	9,545.65
	10/23/20	BEER	LIQUOR	NON-DEPARTMENTAL	134.00
	10/23/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	71.40
	10/23/20	BEER	LIQUOR	NON-DEPARTMENTAL	3,064.40
	10/23/20	BEER	LIQUOR	NON-DEPARTMENTAL	484.00-
	10/23/20	BEER	LIQUOR	NON-DEPARTMENTAL	4,647.45
	10/23/20	BEER	LIQUOR	NON-DEPARTMENTAL	7,892.97
	10/23/20	MIX	LIQUOR	NON-DEPARTMENTAL	28.00
	10/23/20	BEER	LIQUOR	NON-DEPARTMENTAL	290.40-
	10/23/20	BEER	LIQUOR	NON-DEPARTMENTAL	507.70
	10/23/20	BEER	LIQUOR	NON-DEPARTMENTAL	12,637.50_
				TOTAL:	37,754.67
DUBOIS CHEMICALS INC	10/23/20	CHEMICALS	INDUSTRIAL WASTEWA	O-PURIFY MISC	8,945.02_
				TOTAL:	8,945.02
DUININCK INC	10/23/20	PLAZA PATCH	GENERAL FUND	PAVED STREETS	1,085.68
	10/23/20	POT HOLES	GENERAL FUND	PAVED STREETS	257.48
	10/23/20	N. CRAISHEIM UTILITY EXTEN	IMPROVEMENT CONST	NON-DEPARTMENTAL	1,400.00
	10/23/20	N. CRAISHEIM UTILITY EXTEN	IMPROVEMENT CONST	N CRAISHEIM RD SAN.SE	750.00_
				TOTAL:	3,493.16
E-Z WASH	10/23/20	SEPTEMBER CAR WASHES	GENERAL FUND	POLICE ADMINISTRATION	68.00_
				TOTAL:	68.00
EARL F ANDERSEN INC- DIVISION OF SAFET	10/23/20	SEROLOGY TESTING SETUP	GENERAL FUND	PAVED STREETS	2,640.00
	10/23/20	THEATER SPEC BUILDING	ECONOMIC DEV AUTHO	BUSINESS DEVELOPMENT	551.20_
				TOTAL:	3,191.20
ECHO GROUP INC	10/23/20	OLSON RESTROOM	RECREATION	OLSON PARK CAMPGROUND	31.30
	10/23/20	FITTINGS	ELECTRIC	M-DISTR UNDERGRND LINE	279.38
	10/23/20	FUSE	ELECTRIC	M-DISTR UNDERGRND LINE	22.44
	10/23/20	GRIPS	ELECTRIC	M-DISTR UNDERGRND LINE	84.13
	10/23/20	HOLE PLUG	ELECTRIC	M-DISTR UNDERGRND LINE	53.76-
	10/23/20	PVC FITTINGS	ELECTRIC	M-DISTR UNDERGRND LINE	110.03
	10/23/20	LOCK NUT	ELECTRIC	M-DISTR UNDERGRND LINE	1.12
	10/23/20	HANGAR 4	AIRPORT	O-GEN MISC	61.66_
				TOTAL:	536.30
FASTENAL COMPANY	10/23/20	PUBLIC WORKS SHOP	GENERAL FUND	PAVED STREETS	3.50
	10/23/20	PAINT	GENERAL FUND	SIGNS AND SIGNALS	8.79
	10/23/20	JOBBER	ELECTRIC	M-DISTR UNDERGRND LINE	51.35
	10/23/20	BOLTS	ELECTRIC	M-DISTR UNDERGRND LINE	4.31_
				TOTAL:	67.95

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
FIFE WATER SERVICES INC	10/23/20	CHEMICALS	INDUSTRIAL WASTEWA	O-PURIFY MISC	11,558.51_
				TOTAL:	11,558.51
FLAHERTY & HOOD PA	10/23/20	LABOR/EMPLOYMENT CONSULTS	GENERAL FUND	CITY ATTORNEY	135.00_
				TOTAL:	135.00
GRAHAM TIRE OF WORTHINGTON INC	10/23/20	#20-32 OIL CHANGE	GENERAL FUND	POLICE ADMINISTRATION	24.33
	10/23/20	#20-32 OIL CHANGE	GENERAL FUND	POLICE ADMINISTRATION	14.95_
				TOTAL:	39.28
GRAINGER	10/23/20	WORK LIGHT	ELECTRIC	O-DISTR MISC	335.39_
				TOTAL:	335.39
HEIDEBRINK, KEITH	10/23/20	PICK UP CONES-SEROLOGY TES	GENERAL FUND	PAVED STREETS	5.26_
				TOTAL:	5.26
HENNING CONSTRUCTION	10/23/20	SOUTH CONCRETE APRON RECON AIRPORT		PROJECT #11	441,300.65_
				TOTAL:	441,300.65
HOPE HAVEN INC	10/23/20	STAKES	GENERAL FUND	PAVED STREETS	52.00_
				TOTAL:	52.00
JIM HORGAN MA, LP	10/23/20	EVAL, DIAG ASSMT, MMPI	GENERAL FUND	POLICE ADMINISTRATION	320.00_
				TOTAL:	320.00
INTEGRITY AVIATION INC	10/23/20	FBO MANAGEMENT-OCTOBER	AIRPORT	O-GEN MISC	2,312.00_
				TOTAL:	2,312.00
JACKS UNIFORMS & EQUIPMENT	10/23/20	DUTY BELT, RADIO HOLDER	GENERAL FUND	POLICE ADMINISTRATION	164.74_
				TOTAL:	164.74
JBS USA	10/23/20	3RD QUARTER RECONCILIATION	INDUSTRIAL WASTEWA	ADMIN MISC	8,416.25_
				TOTAL:	8,416.25
JERRY'S AUTO SUPPLY OF WORTHINGTON INC	10/23/20	CAR STARTER	GENERAL FUND	PAVED STREETS	339.00
	10/23/20	#412 5 GAL BUCKET	GENERAL FUND	PAVED STREETS	7.38_
				TOTAL:	346.38
JOENS WOODWORKING	10/23/20	WOOD TRIM FOR GLASS BARRIE MEMORIAL AUDITORIUM		MEMORIAL AUDITORIUM	1,868.33_
				TOTAL:	1,868.33
JOHNSON BROTHERS LIQUOR CO	10/23/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	43.32-
	10/23/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	3,275.75
	10/23/20	WINE	LIQUOR	NON-DEPARTMENTAL	2,395.25
	10/23/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	6,450.29
	10/23/20	WINE	LIQUOR	NON-DEPARTMENTAL	2,655.28
	10/23/20	FREIGHT	LIQUOR	O-SOURCE MISC	55.34
	10/23/20	FREIGHT	LIQUOR	O-SOURCE MISC	62.24
	10/23/20	FREIGHT	LIQUOR	O-SOURCE MISC	129.96
	10/23/20	FREIGHT	LIQUOR	O-SOURCE MISC	77.74_
				TOTAL:	15,058.53
JOHNSTON AUTOSTORES	10/23/20	BULBS FOR ALL SQUADS	GENERAL FUND	POLICE ADMINISTRATION	11.64_
				TOTAL:	11.64
JSA SERVICES INC	10/23/20	TOWELS	RECREATION	PARK AREAS	171.45

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	171.45
LEWIS & CLARK REGIONAL WATER SYSTEM IN	10/23/20	LOBBYING CHARGES	WATER	O-SOURCE WELLS & SPRNG	1,335.00
				TOTAL:	1,335.00
MARCO TECHNOLOGIES LLC	10/23/20	COPIER SERVICE-KONICA/A61G	DATA PROCESSING	COPIER/FAX	218.58
	10/23/20	COPIER SERVICE-KONICA	DATA PROCESSING	COPIER/FAX	64.58
				TOTAL:	283.16
MARTHALER CDJR	10/23/20	#20-44 OIL CHANGE	GENERAL FUND	POLICE ADMINISTRATION	36.00
	10/23/20	#20-44 OIL CHANGE	GENERAL FUND	POLICE ADMINISTRATION	23.45
				TOTAL:	59.45
MIDWEST OVERHEAD CRANE CORP	10/23/20	OVERHEAD CRANE SERVICE	WATER	M-PURIFY EQUIPMENT	1,043.50
				TOTAL:	1,043.50
MINNESOTA ELEVATOR INC	10/23/20	OCT-DEC CONTRACT SERVICES	GENERAL FUND	GENERAL GOVT BUILDINGS	192.34
				TOTAL:	192.34
MINNESOTA ENERGY RESOURCES CORP	10/23/20	GAS SERVICE	RECREATION	PARK AREAS	45.70
	10/23/20	GAS SERVICE	WATER	O-DISTR MISC	18.32
	10/23/20	GAS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	18.33
	10/23/20	GAS SERVICE	ELECTRIC	O-DISTR MISC	18.33
				TOTAL:	100.68
MISCELLANEOUS V TIPPAN GROUP CONST	10/23/20	REFUND OF DEPOSITSK-ACCT F WATER		NON-DEPARTMENTAL	46.18
TIPPAN GROUP CONST	10/23/20	REFUND OF DEPOSITSK-ACCT F WATER		ACCTS-RECORDS & COLLEC	0.14
HAMI MIESSO WOYESSA	10/23/20	REFUND OF DEPOSITS-ACCT FI ELECTRIC		NON-DEPARTMENTAL	101.06
HANSEN MICHAEL	10/23/20	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	25.00
HAMI MIESSO WOYESSA	10/23/20	REFUND OF DEPOSITS-ACCT FI ELECTRIC		ACCTS-RECORDS & COLLEC	1.42
				TOTAL:	173.80
MPCA	10/23/20	FIELD HOUSE RENOVATION	RECREATION	FIELD HOUSE	125.00
				TOTAL:	125.00
MTI DISTRIBUTING INC	10/23/20	SOCCER TIRES FOR AERATOR	RECREATION	SOCCER COMPLEX	235.45
				TOTAL:	235.45
NEW VISION CO-OP	10/23/20	SPRAY-HWY 60	RECREATION	PARK AREAS	737.11
	10/23/20	TORDON	ELECTRIC	O-DISTR STATION EXPENS	28.38
				TOTAL:	765.49
NIENKERK CONSTRUCTION INC	10/23/20	SOCCER FIELD PORTA POT	RECREATION	SOCCER COMPLEX	290.00
	10/23/20	EHLERS PORTA POT	RECREATION	PARK AREAS	165.00
	10/23/20	SLATER PORTA POT	RECREATION	PARK AREAS	250.00
	10/23/20	SUNSET PORTA POT	RECREATION	PARK AREAS	165.00
	10/23/20	EHLERS PORTA POT	RECREATION	PARK AREAS	200.00
	10/23/20	SLATER PORTA POT	RECREATION	PARK AREAS	300.00
	10/23/20	SUNSET PORTA POT	RECREATION	PARK AREAS	200.00
	10/23/20	CENTENNIAL PLAYGROUND	RECREATION	PARK AREAS	1,800.00
	10/23/20	PUMP GREASE PITS	MUNICIPAL WASTEWAT	O-PURIFY MISC	223.00
	10/23/20	REPAIR 4" AERATION TANK LI	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	5,981.00
				TOTAL:	9,574.00
NOBLES COUNTY AUDITOR/TREASURER	10/23/20	LEASE PYMT UTILITIES OFC-N WATER		O-DISTR RENTS	154.96
	10/23/20	LEASE PYMT UTILITIES OFC-N WATER		ADMIN RENT	309.92

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	10/23/20	LEASE PYMT UTILITIES OFC-N MUNICIPAL WASTEWAT	O-PURIFY MISC		123.97
	10/23/20	LEASE PYMT UTILITIES OFC-N MUNICIPAL WASTEWAT	ADMIN RENT		247.94
	10/23/20	LEASE PYMT UTILITIES OFC-N ELECTRIC	O-DISTR RENTS		743.81
	10/23/20	LEASE PYMT UTILITIES OFC-N ELECTRIC	ADMIN RENT		1,518.62_
			TOTAL:		3,099.22
NOBLES COUNTY HIGHWAY DEPT	10/23/20	SEPTEMBER FUEL	GENERAL FUND	ENGINEERING ADMIN	209.07
	10/23/20	SEPTEMBER FUEL	GENERAL FUND	ECONOMIC DEVELOPMENT	66.63
	10/23/20	SEPTEMBER FUEL	GENERAL FUND	POLICE ADMINISTRATION	2,582.81
	10/23/20	SEPTEMBER FUEL	GENERAL FUND	ANIMAL CONTROL ENFORCE	30.82
	10/23/20	SEPTEMBER FUEL	GENERAL FUND	PAVED STREETS	1,023.42
	10/23/20	SEPTEMBER FUEL	GENERAL FUND	CODE ENFORCEMENT	79.82
	10/23/20	SEPTEMBER FUEL	RECREATION	SOCCER COMPLEX	141.78
	10/23/20	SEPTEMBER FUEL	RECREATION	PARK AREAS	680.37
	10/23/20	SEPTEMBER FUEL	RECREATION	TREE REMOVAL	230.07
	10/23/20	SEPTEMBER FUEL	WATER	O-PUMPING	115.14
	10/23/20	SEPTEMBER FUEL	WATER	M-TRANS MAINS	524.22
	10/23/20	SEPTEMBER FUEL	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	108.36
	10/23/20	SEPTEMBER FUEL	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	61.76
	10/23/20	SEPTEMBER FUEL	MUNICIPAL WASTEWAT	O-PURIFY MISC	170.48
	10/23/20	SEPTEMBER FUEL	ELECTRIC	O-DISTR UNDERGRND LINE	778.56
	10/23/20	SEPTEMBER FUEL	STORM WATER MANAGE	STORM DRAINAGE	108.36
	10/23/20	SEPTEMBER FUEL	STORM WATER MANAGE	STREET CLEANING	466.26_
			TOTAL:		7,377.93
ONE OFFICE SOLUTION-WOCITY	10/23/20	DATE STAMP	GENERAL FUND	ENGINEERING ADMIN	23.79
	10/23/20	LEDGER PAPER, STORAGE BOX	GENERAL FUND	ENGINEERING ADMIN	61.17
	10/23/20	BATTERY	GENERAL FUND	ENGINEERING ADMIN	3.70
	10/23/20	FILE CABINET	GENERAL FUND	ECONOMIC DEVELOPMENT	341.00
	10/23/20	LEDGER PAPER, STORAGE BOX	GENERAL FUND	ECONOMIC DEVELOPMENT	83.99
	10/23/20	BATTERY	GENERAL FUND	ECONOMIC DEVELOPMENT	3.70_
			TOTAL:		517.35
ONE OFFICE SOLUTION-NCLAW	10/23/20	TAPE, DISPENSER	GENERAL FUND	SECURITY CENTER	10.60
	10/23/20	TAPE, DISPENSER	GENERAL FUND	SECURITY CENTER	10.60
	10/23/20	FILE FOLDERS	GENERAL FUND	SECURITY CENTER	32.46
	10/23/20	FILE FOLDERS	GENERAL FUND	SECURITY CENTER	32.46_
			TOTAL:		86.12
ONE OFFICE SOLUTION-WOCITY	10/23/20	INK CARTRIDGES	GENERAL FUND	FIRE ADMINISTRATION	120.94
	10/23/20	CARTRIDGES	GENERAL FUND	FIRE ADMINISTRATION	120.99
	10/23/20	CALCULATOR, PAPER CLIPS, K LIQUOR	O-GEN MISC		318.47
	10/23/20	CALC RIBBON, STAPLES, CLIP	DATA PROCESSING	DATA PROCESSING	28.06
	10/23/20	LEGAL PADS, POST-IT NOTES	DATA PROCESSING	DATA PROCESSING	21.13
	10/23/20	DISINFECTING WIPES	SAFETY PROMO/LOSS	HEALTH/SAFETY/FITNESS	19.89_
			TOTAL:		629.48
OPTUM BANK	10/23/20	HSA ADMIN FEE-SEPTEMBER	GENERAL FUND	GENERAL GOVT BUILDINGS	75.00_
			TOTAL:		75.00
PAUSTIS WINE COMPANY	10/23/20	WINE	LIQUOR	NON-DEPARTMENTAL	800.00
	10/23/20	WINE	LIQUOR	NON-DEPARTMENTAL	476.00
	10/23/20	WINE	LIQUOR	NON-DEPARTMENTAL	821.50
	10/23/20	FREIGHT	LIQUOR	O-SOURCE MISC	12.50
	10/23/20	FREIGHT	LIQUOR	O-SOURCE MISC	7.00
	10/23/20	FREIGHT	LIQUOR	O-SOURCE MISC	10.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	2,127.00
PEPSI COLA BOTTLING CO OF PIPESTONE, M	10/23/20	MIX	LIQUOR	NON-DEPARTMENTAL	53.95
	10/23/20	MIX	LIQUOR	NON-DEPARTMENTAL	53.85
				TOTAL:	107.80
PHILLIPS WINE & SPIRITS INC	10/23/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	4,776.51
	10/23/20	WINE	LIQUOR	NON-DEPARTMENTAL	730.25
	10/23/20	MIX	LIQUOR	NON-DEPARTMENTAL	36.00
	10/23/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	6,212.40
	10/23/20	WINE	LIQUOR	NON-DEPARTMENTAL	3,709.97
	10/23/20	FREIGHT	LIQUOR	O-SOURCE MISC	58.72
	10/23/20	FREIGHT	LIQUOR	O-SOURCE MISC	37.18
	10/23/20	FREIGHT	LIQUOR	O-SOURCE MISC	117.88
	10/23/20	FREIGHT	LIQUOR	O-SOURCE MISC	73.94
				TOTAL:	15,752.85
PICKET FENCE ON MAIN	10/23/20	HEM PANTS	GENERAL FUND	POLICE ADMINISTRATION	45.00
				TOTAL:	45.00
PILOT ROCK	10/23/20	CENTENNIAL TABLES	RECREATION	PARK AREAS	10,013.48
				TOTAL:	10,013.48
PLUNKETTS PEST CONTROL INC	10/23/20	RODENT CONTROL PROGRAM-FIE	GENERAL FUND	PAVED STREETS	67.65
				TOTAL:	67.65
QUADIENT LEASING USA, INC	10/23/20	LEASE PAYMENT	WATER	ACCTS-RECORDS & COLLEC	423.94
	10/23/20	LEASE PAYMENT	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	423.93
	10/23/20	LEASE PAYMENT	ELECTRIC	ACCTS-RECORDS & COLLEC	847.88
				TOTAL:	1,695.75
QUARNSTROM & DOERING P A	10/23/20	CECILEE STREET DEVELOPMENT	GENERAL FUND	CITY ATTORNEY	360.00
	10/23/20	LUTTERMAN ASSMT APPEAL	IMPROVEMENT CONST	W GATEWAY DR SANITARY	1,639.25
				TOTAL:	1,999.25
RUNNINGS SUPPLY INC-ACCT#9502440	10/23/20	ANT KILLER	ELECTRIC	M-DISTR UNDERGRND LINE	38.77
	10/23/20	CORD END	ELECTRIC	M-DISTR UNDERGRND LINE	34.68
				TOTAL:	73.45
RUNNINGS SUPPLY INC-ACCT#9502485	10/23/20	DOG POUND SUPPLIES	GENERAL FUND	ANIMAL CONTROL ENFORCE	18.07
	10/23/20	EXT. CORDS-SEROLOGY TESTIN	GENERAL FUND	PAVED STREETS	609.20
	10/23/20	SIGNS	GENERAL FUND	SIGNS AND SIGNALS	22.11
	10/23/20	ANTIFREEZE-RESTROOMS	RECREATION	PARK AREAS	43.86
				TOTAL:	693.24
SCHOLTES MOTORS INC	10/23/20	#415 OIL CHANGE	GENERAL FUND	ENGINEERING ADMIN	35.84
				TOTAL:	35.84
KYLE J SCHREIER	10/23/20	#115 BOOTS	GENERAL FUND	POLICE ADMINISTRATION	220.00
				TOTAL:	220.00
SCHWALBACH ACE HARDWARE-5930	10/23/20	ICE MELT	GENERAL FUND	GENERAL GOVT BUILDINGS	119.95
	10/23/20	ORIGNL TAPE	GENERAL FUND	PAVED STREETS	25.98
	10/23/20	PUBLIC WORKS SHOP-FASTENER	GENERAL FUND	PAVED STREETS	0.80
	10/23/20	SPRAY BOTTLE, JUG, ANCHOR	GENERAL FUND	CENTER FOR ACTIVE LIVI	30.04
	10/23/20	BEACH RESTROOM	RECREATION	PARK AREAS	6.59

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	183.36
SHORT ELLIOTT HENDRICKSON INC	10/23/20	CENTENNIAL PED BRIDGE RECO	RECREATION	RECREATION SUPERVISION	4,715.05
	10/23/20	FIELD HOUSE	RECREATION	FIELD HOUSE	17,933.38
	10/23/20	42" STORM SEWER REHAB	RECREATION	FIELD HOUSE	15,475.78
	10/23/20	ICE ARENA ROOFING	RECREATION	HOCKEY ARENA	1,536.00
	10/23/20	PARK SHELTERS & RESTROOMS	RECREATION	PARK AREAS	1,455.00
	10/23/20	PARK SHELTERS & RESTROOM	RECREATION	PARK AREAS	2,690.00
	10/23/20	PARK SHELTERS & RESTROOMS	RECREATION	PARK AREAS	2,425.00
	10/23/20	TENTH STREET PLAZA	RECREATION	10TH STREET PAVILION	1,900.00
	10/23/20	SPEC BLDG FINAL DESIGN	ECONOMIC DEV AUTHO	BUSINESS DEVELOPMENT	3,085.11
	10/23/20	FLOWER LN FEASIBILITY REPO	IMPROVEMENT CONST	FLOWER LANE REALIGN	3,880.24
	10/23/20	10TH AVE BRIDGE IMPROVEMEN	IMPROVEMENT CONST	10TH AVE BRIDGE & ST R	6,987.89
	10/23/20	AQUATIC CENTER	AQUATIC CENTER FAC	AQUATIC CENTER FACILIT	6,304.05
				TOTAL:	68,387.50
SOUTHERN GLAZER'S WINE AND SPIRITS LL	10/23/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,900.90
	10/23/20	WINE	LIQUOR	NON-DEPARTMENTAL	210.00
	10/23/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	3,741.65
	10/23/20	MIX	LIQUOR	NON-DEPARTMENTAL	40.12
	10/23/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	180.00
	10/23/20	WINE	LIQUOR	NON-DEPARTMENTAL	527.13
	10/23/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	3,183.75
	10/23/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	14.99-
	10/23/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	183.10-
	10/23/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	96.00-
	10/23/20	WINE	LIQUOR	NON-DEPARTMENTAL	216.00-
	10/23/20	LIQUOR	LIQUOR	O-SOURCE MISC	48.79
	10/23/20	FREIGHT	LIQUOR	O-SOURCE MISC	9.25
	10/23/20	FREIGHT	LIQUOR	O-SOURCE MISC	59.77
	10/23/20	FREIGHT	LIQUOR	O-SOURCE MISC	1.85
	10/23/20	FREIGHT	LIQUOR	O-SOURCE MISC	35.15
	10/23/20	FREIGHT	LIQUOR	O-SOURCE MISC	70.30
	10/23/20	FREIGHT	LIQUOR	O-SOURCE MISC	14.33
				TOTAL:	10,512.90
TRENTON J STOYKE	10/23/20	MATS-CITY HALL	GENERAL FUND	GENERAL GOVT BUILDINGS	60.80
				TOTAL:	60.80
TRI-STATE RENTAL CENTER	10/23/20	SEROLOGY TESTING-TABLES/CH	GENERAL FUND	PAVED STREETS	736.00
				TOTAL:	736.00
US BANK OPERATIONS CENTER	10/23/20	MCMU LEWIS & CLARK WATER L WATER		NON-DEPARTMENTAL	85,000.00
	10/23/20	MCMU LEWIS & CLARK WATER L WATER		NON-DEPARTMENTAL	27,206.64
	10/23/20	MCMU LEWIS & CLARK WATER L WATER		LEWIS & CLARK PROJECT	5,771.13
				TOTAL:	117,977.77
VERIZON WIRELESS	10/23/20	WIRELESS SERVICE	WATER	O-DISTR MISC	40.01
	10/23/20	WIRELESS SERVICE	WATER	O-DISTR MISC	41.45
	10/23/20	WIRELESS SERVICE	WATER	O-DISTR MISC	51.45
	10/23/20	WIRELESS SERVICE	WATER	O-DISTR MISC	24.36
	10/23/20	WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	40.01
	10/23/20	WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	41.45
	10/23/20	WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	41.45
	10/23/20	WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	41.45
	10/23/20	WIRELESS SERVICE	ELECTRIC	O-DISTR SUPER & ENG	40.01

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	10/23/20	WIRELESS SERVICE	ELECTRIC	O-DISTR SUPER & ENG	40.01
	10/23/20	WIRELESS SERVICE	ELECTRIC	O-DISTR SUPER & ENG	41.45
	10/23/20	WIRELESS SERVICE	ELECTRIC	O-DISTR SUPER & ENG	51.45
	10/23/20	WIRELESS SERVICE	ELECTRIC	O-DISTR MISC	41.45
	10/23/20	WIRELESS SERVICE	ELECTRIC	ADMIN OFFICE SUPPLIES	51.45
	10/23/20	WIRELESS SERVICE	ELECTRIC	ACCTS-METER READING	51.45_
				TOTAL:	638.90
VETERINARY MEDICAL CTR PA	10/23/20	FOOD, ORAVET	GENERAL FUND	POLICE ADMINISTRATION	106.79
	10/23/20	FOOD-FRANKIE	GENERAL FUND	POLICE ADMINISTRATION	69.19_
				TOTAL:	175.98
VINOCOPIA INC	10/23/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	1,801.05
	10/23/20	WINE	LIQUOR	NON-DEPARTMENTAL	1,760.92
	10/23/20	MIX	LIQUOR	NON-DEPARTMENTAL	167.75
	10/23/20	WINE	LIQUOR	NON-DEPARTMENTAL	723.55
	10/23/20	FREIGHT	LIQUOR	O-SOURCE MISC	57.50
	10/23/20	FREIGHT	LIQUOR	O-SOURCE MISC	12.50_
				TOTAL:	4,523.27
WINE MERCHANTS	10/23/20	WINE	LIQUOR	NON-DEPARTMENTAL	2,679.00
	10/23/20	WINE	LIQUOR	NON-DEPARTMENTAL	350.00
	10/23/20	FREIGHT	LIQUOR	O-SOURCE MISC	44.50
	10/23/20	FREIGHT	LIQUOR	O-SOURCE MISC	6.76_
				TOTAL:	3,080.26
WINFIELD SOLUTIONS LLC DBA WINFIELD UN	10/23/20	FERTILIZER	RECREATION	SOCCER COMPLEX	405.00
	10/23/20	FERTILIZER	RECREATION	SOCCER COMPLEX	1,500.00_
				TOTAL:	1,905.00
WORTHINGTON BUILDING MATERIALS INC	10/23/20	CHAUTAUQUA BANDSHELL	RECREATION	PARK AREAS	93.75_
				TOTAL:	93.75
WORTHINGTON ELECTRIC INC	10/23/20	WINDSOCK	AIRPORT	O-GEN MISC	195.00
	10/23/20	HANGAR	AIRPORT	O-GEN MISC	162.50
	10/23/20	HANGAR	AIRPORT	O-GEN MISC	45.85_
				TOTAL:	403.35
WORTHINGTON HOTEL GROUP LLC	10/23/20	REIMBURSE EVENT CENTER UTI EVENT CENTER		EVENT CENTER	2,468.61_
				TOTAL:	2,468.61
WORTHINGTON SEAMLESS GUTTERS	10/23/20	MAIN HANGAR	AIRPORT	O-GEN MISC	2,405.00_
				TOTAL:	2,405.00
YMCA	10/23/20	CONTRACT PAYMENT-OCTOBER	RECREATION	RECREATION PROGRAMS	4,500.00_
				TOTAL:	4,500.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
===== FUND TOTALS =====					
101		GENERAL FUND	24,975.20		
202		MEMORIAL AUDITORIUM	1,868.33		
214		EVENT CENTER	2,468.61		
229		RECREATION	344,427.84		
231		ECONOMIC DEV AUTHORITY	33,807.75		
232		WGTN EDA	8,025.00		
401		IMPROVEMENT CONST	49,268.44		
431		AQUATIC CENTER FACILITY	58,150.05		
601		WATER	125,085.53		
602		MUNICIPAL WASTEWATER	8,867.13		
604		ELECTRIC	7,465.80		
605		INDUSTRIAL WASTEWATER	37,102.28		
606		STORM WATER MANAGEMENT	2,665.55		
609		LIQUOR	144,014.48		
612		AIRPORT	475,783.66		
702		DATA PROCESSING	332.35		
703		SAFETY PROMO/LOSS CTRL	19.89		

		GRAND TOTAL:	1,324,327.89		

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