

# **WORTHINGTON CITY COUNCIL**

## **AGENDA**

**7:00 P.M. - Monday, November 9, 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 - TEFRA RESOLUTION (GENERAL OBLIGATION SALES TAX REVENUE BONDS, SERIES 2020A) (ADMINISTRATION - CASE ITEM 1)**
  - 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 26, 2020
  - 2. MINUTES OF BOARDS & COMMISSIONS (PINK)
    - 1. Water & Light Commission Minutes of November 2, 2020
    - 2. Joint Economic Development Authority/County Commissioner Meeting Minutes of October 27, 2020
    - 3. Planning Commission Meeting Minutes of October 6, 2020
    - 4. Traffic & Safety Meeting Minutes of October 27, 2020
    - 5. Convention & Visitor Bureau Board Meeting Minutes of September 30, 2020
  - 3. CITY COUNCIL BUSINESS - ADMINISTRATION (WHITE)

Case Item(s)

1. Application for Exemption from Lawful Gambling - Nobles County Ducks Unlimited
4. BILLS PAYABLE (WHITE)

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

**F. CITY COUNCIL BUSINESS - ADMINISTRATION (WHITE)**

Case Item(s)

2. Appointment of Worthington Fire Department Fire Chief
3. Second Reading Proposed 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
4. Second Reading Proposed Ordinance to Amend Worthington City Code Title XV, Chapter 152.012 to Include a Letter Map Revision for Flood Plain Maps Effective December 31, 2020
5. Third Reading Proposed Ordinance to Vacate Part of an Alley in Block 18, Plat of Worthington, Nobles County, Minnesota
6. Third 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
7. Third 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

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

Case Item(s)

1. Adopt Resolutions Accepting Park Bench Donations

2. Approve Parks Sales Tax Change Order

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

Case Item(s)

1. Receive Report and Order Hearing for North Crailsheim Road Water Extension

**I. CITY COUNCIL BUSINESS - COMMUNITY DEVELOPMENT (GRAY)**

Case Item(s)

1. Development Agreement (Clark Unlimited Properties, LLC)
2. Contract for Services (Bolton & Menk)
3. Housing & Redevelopment Authority Project (Parcel #31-1604-500)

**J. COUNCIL COMMITTEE REPORTS**

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

**K. CITY ADMINISTRATOR REPORT**

**L. ADJOURNMENT**

**WORTHINGTON CITY COUNCIL  
REGULAR MEETING, OCTOBER 26, 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: Jason Brisson, Assistant City Administrator/Director of Economic Development; Jeremiah Cromie, City Planner; Todd Wietzema, Public Works Director; Troy Appel, Public Safety Director; Steve Robinson, City Administrator, via phone conference, Debra Olsen, Staff Accountant; Mindy Eggers, City Clerk.

Others present: Justine Wettschrek, Radio Works; Ryan McGaughey, The Globe; Chris Kielblock, Scott McConkey, Traffic & Safety Office; Gabe Vander Veen, Police Officer, Jacob Refsland, Police Officer, Lina Phetsavong, Christine Nestegard.

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.

**AGENDA APPROVED WITH ADDITIONS/CHANGES**

Staff noted that item *G.1. Office of Traffic Safety DWI All Star Honorable Mention Awards to Officer Refsland and Officer Vander Veen* be moved directly after the Consent Agenda.

A motion was made by Council Member Harmon, seconded by Council Member Janssen and unanimously carried to approve the agenda with the noted change.

**HELD PUBLIC HEARING AND APPROVED FIRST READING PROPOSED 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**

Pursuant to published notice, this was the time and date set for a public hearing on a proposed 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 motion was made by Council Member Cummings, seconded by Council Member Ernst and unanimously carried to open the hearing.

Jeremiah Cromie, City Planner, explained 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. Mr. Cromie said 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. He noted the revised maps are currently available to view on the City's website.

Mr. Cromie said pre-project 635 parcels were affected by the flood plain, after the revision there will only be 266 parcels affected. Homeowners will be sent a letter notifying them of the change.

Council Member Ernst asked if all the maps that are used will be updated, considering there are some that show different properties in the flood plain and not in others. Mr. Cromie stated FEMA establishes the flood plain map that should be used.

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 Janssen and unanimously carried to close the hearing.

The motion was made by Council Member Cummings, seconded by Council Member Ernst and unanimously carried to give a first reading to a proposed ordinance to amend the Worthington City Code, Title XV, Chapter 152.012 to include a Letter of Map Revision for Flood Plain Maps Effective December 31, 2020.

**PRESENTATION BY OFFICE OF TRAFFIC SAFETY DWI ALL STAR HONORABLE MENTION AWARDS TO OFFICER REFSLAND AND OFFICER VANDER VEEN**

Troy Appel, Public Safety Director, stated, 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.

Scott McConkey, Southern Minnesota Law Enforcement Liaison from the Office of Traffic Safety, said Officers Refsland and VanderVeen were nominated by the local police department for the DWI All Star award. Mr. McConkey explained that there are thousands of people that die per year from drunk drivers so these officers need to be commended on a job well done in keeping the community safe. He presented a certificate, hat and challenge coin to Officer Refsland and Officer VanderVeen.

**CONSENT AGENDA APPROVED**

A motion was made by Council Member Oberloh, seconded by Council Member Harmon and

unanimously carried to approve the consent agenda as presented.

- City Council Minutes of Regular Meeting of October 12, 2020
- Heron Lake Watershed Board Minutes of August 19, 2020
- Audit Engagement Letter
- General Fund Statement of Revenues and Expenditures - Budget and Actual for the period of January 1, 2020 through September 30, 2020
- Municipal Liquor Store Income Statement for the Period of January 1, 2020 through September 30, 2020
- Bills payable and totaling \$2,869,841.89 be ordered paid

**AUTHORIZED ISSUANCE AND AWARDED SALE OF \$7,970,000 GENERAL OBLIGATION SALES TAX REVENUE BONDS, SERIES 2020A**

At their September 14, 2020 regular meeting, Council adopted a resolution authorizing the issuance and sale of \$7,970,000 General obligation Sales Tax Revenue Bonds, Series 2020A. The net proceeds of the bonds are to be used to finance capital projects within the City, including but not limited to improvements to the aquatic center, construction of a field house, park and recreation improvement projects, the 10<sup>th</sup> Street Pavilion and improvements to the ice arena. The rating the City received from S & P Global Ratings was AA-.

Rebecca Kurtz from Ehlers and Associates - Financial Advisors for the City of Worthington, was present at the meeting and provided a Sale Day Report to Council. Five bids were received today and the low bidder was Piper Sandler & Co., Minneapolis, MN at 1.1987%.

Principal Amount:	\$7,970,000.00
Underwriter's Discount:	\$58,197
Reoffering Premium:	\$266,052
True Interest Cost:	1.2056%
Costs of Issuance:	\$64,491
Yield:	0.30% - 1.55%
Total Net P&I:	\$8,959,701

Ms. Kurtz said the City received a AA- rating from S & P Global Ratings and will be maintained for all outstanding debt. S & P Global Ratings recognized the city's liquidity, the Council being good with finances and maintain a very strong reserve. Ms. Kurtz explained that 69.3% of the debt will be retired in 10 years and that is very positive news. Closing date on this issue is November 12, 2020, which is the day that the City will receive the proceeds from the sale. As part of the Sale Day Report, Council was also provided with a bid tabulation, final sources and use of the funds, and a final debt service schedule. A resolution authorizing issuance, awarding sale and prescribing the

form and providing for payment of the bonds was also provided for Council consideration. Due to the premium bid and lower costs of issuance, the City retained an additional \$308,363.90 for the project fund. The Bonds will mature February 1, 2030 and thereafter are available fore pre-pay without penalty. The rate is set for the life of the issue.

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

RESOLUTION NO. 2020-10-94

AUTHORIZING ISSUANCE, AWARDING SALE, PRESCRIBING THE FORM AND DETAILS AND PROVIDING FOR THE PAYMENT OF \$7,970,000 GENERAL OBLIGATIONS SALES TAX BONDS, SERIES 2020A

(Refer to Resolution File for complete copy of Resolution)

**APPROVED 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 motion was made by Council Member Oberloh, seconded by Council Member Janssen and unanimously carried to approve the second reading of the proposed ordinance.

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

In an effort to save publication costs for the seven-page ordinance, staff requested Council also approve a publication of a summary ordinance as allowed by MN Statute 331A.01, Subd.10, which grants Councils the ability to publish a summary.

A motion was made by Council Member Oberloh, seconded by Council Member Janssen and unanimously carried to approve the second reading of the proposed ordinance and also approve the summary ordinance for publication as presented.

**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 APPROVED OF SUMMARY PUBLICATION**

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.

In an effort to save publication costs for the seven-page ordinance, staff requested Council also approve a publication of a summary ordinance as allowed by MN Statute 331A.01, Subd.10, which grants Councils the ability to publish a summary.

A motion was made by Council Member Ernst, seconded by Council Member Harmon and unanimously carried to approve the second reading of the proposed ordinance and also approve the summary ordinance for publication as presented.

**APPROVED PLANS AND SPECIFICATIONS FOR THE ICE ARENA RE-ROOF PROJECT FUNDED WITH LOCAL OPTIONS SALES TAX REVENUE**

Jason Brisson, Assistant City Administrator/Director of Economic Development, stated improvements to the Worthington Ice Arena were included in the Local Option Sales Tax referendum approved by voters in November 2018.

At the June 17<sup>th</sup> special council meeting, Council approved advancing up to \$500,000 in local option sales tax proceeds to address immediate building improvement needs at the Worthington Ice Arena. Among the most pressing needs is addressing roof leakage and enhancing the insulation of the roof system. Mr. Brisson explained 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 recommended Council approve the plans and authorize advertisement for bids to be received December 2, 2020 and considered at the December 14th Council meeting.

Council Member Oberloh stated he thought a management agreement was to be in place before projects would be done. Council Member Cummings stated that the agreement was any projects going forward will have to wait until there is a management agreement in place.

A motion was made by Council Member Cummings, seconded by Council Member Harmon and unanimously carried to approve the plans and specifications for the ice arena re-roof project.

**APPROVED PLANS AND SPECIFICATIONS FOR THE REHABILITATION OF THE TWIN 42-INCH LAKE OUTLET STORM SEWER PIPES**

Mr. Brisson explained the renovation of the existing warehouse building for the sales tax funded Field House project prompted the investigation of 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 the possible voids forming in the soil outside of the pipe. He said the results of this inspection noted that the integrity of the pipes were acceptable for continued long-term use but that they should be rehabilitated using Cured in Place Pipe (CIPP) lining methodology. CIPP would enhance the structural integrity of the pipes and seal pipe joints to prevent migration of water and pipe foundation soils thru damaged joints.

Along with the outlet pipes, three additional pipe sections (12-inch and 15-inch diameter) will be rehabilitated. Council Member Oberloh asked because of the scope of the project would there be an on-site inspector involved. Steve Robinson stated that SEH has someone that will be monitoring the project.

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

A motion was made by Council Member Harmon, seconded by Council Member Janssen and unanimously carried to approve the plans and specifications for the rehabilitation of the twin 42-inch lake outlet storm sewer pipes.

**PARK SALES TAX PROJECTS PROFESSIONAL SERVICES PROPOSAL APPROVED**

Todd Wietzema, Public Works Director, said staff requested a proposal from 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

SEH's proposal for these design and construction services calls for a lump sum fee of \$43,000.00 plus some reimbursable expenses.

Mayor Kuhle asked about the Bandshell and verified that it is on the Historic Building register. Mr. Wietzema stated that it is and he is working with the Historical Society on the project.

A motion was made by Council Member Cummings, seconded by Council Member Ernst and unanimously carried to approve the professional services for the park sales tax projects.

**SALES TAX PROJECTS CIVIL AND SITE ENGINEERING APPROVED**

Mr. Wietzema said Larye Mick of Midwest Engineering submitted approval 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. 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

A motion was made by Council Member Oberloh, seconded by Council Member Harmon and unanimously carried to approve the civil and site engineering for the proposed sales tax projects.

**RESOLUTION NO. 2020-10-95 ADOPTED AUTHORIZING EXECUTION OF MINNESOTA DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT FOR AIRPORT IMPROVEMENT EXCLUDING LAND ACQUISITION AND APPROVAL OF GRANT AGREEMENT**

Mr. Wietzema stated at the April 27, 2020 council meeting contracts were approved with Fahrner Asphalt Sealers, LLC and Henning Construction, to make improvements to the Worthington Municipal Airport. The improvements to Taxiways B & C and Apron reconstruction were contingent on receiving an FAA grant to provide any eligible funding. As is standard procedure, MNDOT authorized a companion grant to fund 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	<u>\$37,532.88</u>
Total project cost not to exceed	\$650,800.85

A motion was made by Council Member Harmon, seconded by Council Member Ernst and unanimously carried to approve the grant agreement and adopt the following resolution:

RESOLUTION NO. 2020-10-95

A RESOLUTION AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF  
TRANSPORTATION GRANT AGREEMENT FOR AIRPORT IMPROVEMENT EXCLUDING  
LAND ACQUISITION

(Refer to Resolution File for complete copy of Resolution)

**AUTHORIZED STAFF TO SIGN A PURCHASE AGREEMENT ORDER FOR A NEW  
TRUCK AND ASSOCIATED EQUIPMENT**

Mr. Wietzema stated in the Public Works preliminary 2021 budget there is replacement of a new 2021 tandem axle plow truck. Mr. Wietzema explained the proposed truck will have a lead time of 10 to 14 months, depending on when we get the purchase order signed. He said the closer we get to the new year the longer the lead time will be, due to the influx of new orders. Staff asked Council for authorization to sign a purchase order for the new truck before the final 2021 City of Worthington budget is approved. Any changes that are needed to the final 2021 budget, funds will be transferred other ERS reserves or remove projects from our Public Works CIP. The amount added to the departments 2021 ERS reserves for this truck purchase is \$43,537.00

A motion was made by Council Member Cummings, seconded by Council Member Ernst and unanimously carried to authorize staff to sign a purchase agreement for the new truck and equipment.

**APPROVED 10<sup>th</sup> STREET PLAZA CHANGE ORDER NUMBER 2**

Mr. Wietzema stated DK Buildings LLC, has submitted change order number two for the Downtown Plaza project. The 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
Total Change Order	\$46,590.00

The change order amount of \$46,590.00, brings the total contract price to \$1,231,808.00. The estimated probable cost for the project was \$1,601,799.82.

The motion was made by Council Member Harmon, seconded by Council Member Ernst and unanimously carried to approve Change Order No. 2 for the 10<sup>th</sup> Street Plaza.

**RESOLUTION NO. 2020-10-96 ADOPTED REAPPORTIONING THE SPECIAL ASSESSMENTS FOR PAVING IMPROVEMENTS NO. 108**

Jeff Faragher, Acting Engineer, stated the Economic Development Authority's (EDA) 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 EDA. A petition was 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. Mr. Faragher said the original paving improvement assessments were on a per front foot basis, the reapportionments being petitioned for are also on a per front foot basis. He noted the paving improvement did include sewer and water extensions.

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

RESOLUTION NO. 2020-10-96

A RESOLUTION REAPPORTIONING THE SPECIAL ASSESSMENTS FOR PAVING IMPROVEMENT No. 108

(Refer to Resolution File for complete copy of Resolution)

**RESOLUTION NO. 2020-10-97 ADOPTED GRANTING BLANKET APPROVAL TO PLACE OBSTRUCTIONS ON SIDEWALKS IN THE DOWNTOWN AREA**

Mr. Faragher explained 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 5<sup>th</sup> Avenue will terminate on November 1, 2020.

He said that there have been no issues or complaints about the resolution so staff is proposing to adjust the dates for 2021 to be April 1, 2021 through November 1, 2021 leaving all other provisions of the previous resolution the same.

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

RESOLUTION NO. 2020-10-97

A RESOLUTION GRANTING APPROVAL TO PLACE OBSTRUCTIONS ON PUBLIC SIDEWALKS

(Refer to Resolution File for complete copy of Resolution)

**APPROVED TEXT AMENDMENT AND FIRST READING OF PROPOSED 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 AND APPROVED SUMMARY ORDINANCE FOR PUBLICATION**

Jeremiah Cromie, City Planner stated 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. Discussion was held by Council at their October 12, 2020 meeting and table the proposed text amendment to allow 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 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.

Council Member Oberloh stated specific language defining a fence should be included. Mr. Cromie said there is specific language addressing fences.

Mr. Cromie said due to the cost of publishing the entire ordinance staff is requesting approval of a summary ordinance that clearly informs the public of the intent of the ordinance.

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

**APPROVED PURCHASE AGREEMENT (COMMUNITY ASSET DEVELOPMENT GROUP)**

Jason Brisson, Assistant City administrator/Director of Economic Development, stated the City Council approved a memorandum of understanding (MOU) with the Community Asset Development Group on May 11, 2020. Mr. Brisson explained 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 a revised purchase agreement to purchase the property outlined in the MOU. The purchase price of the property in the revised agreement is \$107,000, a change from \$97,000. The City's current and future costs associated with the property are as follows:

Item	Amount
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
Estimated Closing Costs	\$2,480.00
Total	\$106,235.00

Mr. Brisson said 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 currently owned by the City of Worthington and staff is intending to request the Council 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.

The following changes have been made to the agreement originally submitted to the City by the Community Asset Development Group:

- The county on page 1 has been changed from "Martin County" to "Nobles County"
- "Cancelled" has been added on page 2 in Section IV and on page 3 in Section VII to include the cancelled assessments listed above in the purchase price.
- A provision allowing the City to assign the agreement to the Worthington EDA has been inserted on page 7 in Section X. The City intends to transfer the property to the EDA once it has been subdivided. The transfer to the EDA will permit the City to sell the property to CADG in a direct, negotiated sale like the one outlined in the purchase agreement.
- A provision requiring the sale be subject to Minn. Stat. 469.105, as required of EDA's in the State of Minnesota, has been inserted in Section XX on page 10.
- The language in Section R on page 6 has been changed from:

*"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."*

To:

*"R. Location of Utilities. CITY represents that utilities have been or will be constructed to the site and will provide WIG with utility locates. CITY also represents that stormwater ponding to assist WIG with meeting state and local requirements above what can be reasonably accommodated on the subject property have been or will be constructed to the site."*

Mr. Brisson said there will be \$6,000 earnest money put down and \$101,000 due at closing.

Council Member Oberloh asked what happens if nothing moves forward within the one year stipulation. Mr. Brisson said the sale would be cancelled.

A motion was made by Council Member Oberloh, seconded by Council Member Janssen and unanimously carried to approve the revised purchase agreement for the Community Asset Development Group.

### **APPROVED GRANT CONTRACT AGREEMENT (STATE OF MINNESOTA)**

Mr. Brisson explained City Council passed a resolution supporting an application from Swift Pork Company (Swift) to the Minnesota Department of Employment and Economic Development (DEED) on June 8, 2020. The application requested \$450,000 in Minnesota Investment Funds (MIF) to assist with Swift's planned freezer warehouse project. Swift Pork Company was approved for a \$450,000 in MIF award by DEED. Mr. Brisson explained the next step in this process is the establishment of a grant contract between the City of Worthington and DEED. The grant contract was provided by DEED and has been reviewed by legal counsel at Dorsey and Whitney (representing the City). DEED changed the first reporting period from year-end 2020 to June 30, 2021 because the Grant is being executed during the 4<sup>th</sup> quarter of the calendar year. Once the grant contract is approved by the Council and DEED, Swift may order the equipment that will be purchased using these funds and an agreement can be created between the City of Worthington and Swift for the awarded funds.

A motion was made by Council Member Cummings, seconded by Council Member Harmon and unanimously carried to approve the proposed grant contract agreement.

### **COUNCIL COMMITTEE REPORTS**

Mayor Kuhle - Would like to commend John Landgaard, District 518 on the article on the rise in COVID-19 cases. Residents need to keep adhering to CDC guidelines not letting their guard down.

Council Member Jansen - No report.

Council Member Oberloh - Reminded everyone to get out and vote.

Council Member Cummings - The YMCA & Memorial Auditorium are doing drive thru events for Halloween.

Council Member Ernst - No report.

Council Member Harmon - No report.

### **ASSISTANT CITY ADMINISTRATOR'S REPORT**

Mr. Brisson stated staff is working on 30 year legacy projects and is an exciting time to be in Worthington.

Worthington City Council  
Regular Meeting, October 26, 2020  
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**ADJOURNMENT**

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

Mindy L. Eggers, MCMC  
City Clerk

# WATER AND LIGHT COMMISSION MINUTES

## REGULAR MEETING

### NOVEMBER 2, 2020

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

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

Others present: None

#### AGENDA ADDITIONS/CLOSURE

Scott Hain, General Manager, requested the addition of *Award Quotation for 15 KV Switchgear* as Case Item #1. Existing case items #1 and #2 would be moved to case items #2 and #3. A motion was made by Commissioner Hayenga, seconded by Commissioner Nixon and unanimously carried to close the agenda to include the requested changes.

#### CONSENT AGENDA APPROVED

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

- Water and Light Commission minutes of the regular meeting held on October 5, 2020
- Staff reports for September 2020
- Utility bills payable totaling \$475,808.13 for October 9, October 16, October 23 and October 30, 2020

#### FINANCIAL STATEMENTS AND SALES REPORTS

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

#### AWARD QUOTATION FOR 15 KV SWITCHGEAR

Scott Hain, General Manager, reported that JBS requested Worthington Public Utilities (WPU) to make the initial purchase of the 15 KV switchgear required to accommodate their freezer expansion project since utility staff will typically be performing work on the equipment once operational. As a result of their request, utility staff directed DGR, our electrical engineering consultant for the project, to proceed with the preparation of specifications and the solicitation of quotations for the switchgear. The following three quotations were received:

<u>Company</u>	<u>Quotation</u>
RESCO	\$162,356.00
State	\$178,300.00
Irby	\$320,000.00

Mr. Hain reported that JBS will directly reimburse WPU for all equipment costs plus tax upon completion of the project and JBS will assume ownership of the equipment at that time.

A recommendation was made by utility staff and DGR to award the quotation to RESCO.

A motion was made by Commissioner Hayenga, seconded by Commissioner Harmon and unanimously carried to award the quotation for the 15 KV switchgear to RESCO in the amount of \$162,356.00 plus tax.

## **2021 BUDGET DISCUSSION**

Scott Hain, General Manager, reported that he anticipates presenting the 2021 Wastewater Department budget to the Commission for consideration on November 16 and is hoping to have the Water Department budget completed at that time as well. Items to be included in these two budgets were discussed with Commission. He anticipates presenting the 2021 Electric Department budget to the Commission at their December 7 regular meeting.

## **GENERAL UPDATE**

Scott Hain, General Manager, provided the Commission with an update on numerous ongoing utility-related projects and activities.

## **COMMISSION COMMITTEE REPORTS**

Commissioner Harmon reported that he and Commissioner Thompson attended an Economic Development Authority meeting on October 27. Approximately \$2 million in CARES money has been distributed in Nobles County. Commissioner Harmon also provided an update on various projects within the City of Worthington.

Commissioner Hayenga reported that she participated in the Missouri River Energy Services area meetings held on October 28 and October 29. She and Commissioner Thompson attended a Compensation Committee meeting on October 15.

## **GENERAL MANAGER REPORT**

The General Manager had nothing additional to report.

## **ADJOURNMENT**

A motion was made by Commissioner Nixon, seconded by Commissioner Thompson and unanimously carried to adjourn the meeting at 4:11 P.M. President Weg declared the meeting adjourned.

**SPECIAL JOINT WORTHINGTON ECONOMIC DEVELOPMENT  
AUTHORITY/COUNTY COMMISSIONERS MEETING  
NOBLES COUNTY BOARD ROOM  
OCTOBER 27, 2020**

The Special Joint Worthington Economic Development Authority/Nobles County Commissioner meeting was called to order at 4:00 p.m. by Chairman Mike Kuhle with the following members present: Mike Harmon, Alan Oberloh, Amy Ernst, Chad Cummings, Randy Thompson and Larry Janssen

The meeting was called to order for the Nobles County Commissioners at 4:00 p.m., by Chairman Justin Ahlers with the following Commissioners present: Matt Widboom, Gene Metz, Robert S. Demuth, and Donald Linssen.

Nobles County Staff Present: Tom Johnson, County Administrator; Bruce Heitkamp, Emergency Management Director; Allison Hietbrink, Administrative Assistant.

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

Others present: Julie Buntjer, The Globe; Justine Wettschreck, Radio Works; Sharon Bonnett, Journeys of Healing, LLC; Jorge Lopez.

The Pledge of Allegiance was recited.

**AGENDA ADDITIONS/CHANGES AND CLOSURE**

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

**CONSENT AGENDA APPROVED**

The motion was made by Mike Harmon, seconded by Amy Ernst and unanimously carried to approve the consent agenda which included the EDA minutes of September 30, 2020.

**WORTHINGTON SMALL BUSINESS GRANT ASSISTANCE PROGRAM**

Jason Brisson, Assistant City Administrator/Director of Economic Development, stated the EDA is requested to review the applications received in round two and the remaining applications from round one that have not yet been awarded or denied funding. The 73 applications represent a total award amount of \$375,000.00. There are 7 applications that have been reviewed by staff that may meet the spirit and intent of the program but did not meet the strict requirements as defined in its criteria. The 7 applications represent a total award amount of \$33,750.00. There are 9 applications that staff has found ineligible for the program based on its criteria. Those 9 applications represent a total request amount of \$66,250.00.

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Staff is requesting the EDA to approve the second round of funding for the qualified businesses. Mr. Brisson noted that some applications are still missing some required documentation. Staff recommends that disbursement approval be subject to receiving all the required documentation as outlined by the program's criteria. All funds disbursed to for-profit organizations will be disbursed from the City of Worthington.

A motion was made by Alan Oberloh, seconded by Larry Janssen and unanimously carried to fund the eligible list and disburse checks when all paperwork is received.

Journeys of Healing, LLC - Mr. Brisson stated Journeys of Healing, LLC added a new provider in 2020. The income for the business's 2019 provider is down over 10% but is not down 10% when the new provider is included in the 2020 revenue.

A motion was made by Chad Cummings, seconded by Randy Thompson to fund the Journeys of Healing, LLC at the Tier 1 amount of \$7,500.00. Those voting in favor of the motion: Cummings, Thompson, Harmon, Ernst, Oberloh. Those voting against the same motion: Janssen. Motion passed.

Seed & Stem - Mr. Brisson said they applied during the first round with a residential location address so it was classified as a home based business in round 1. They have since purchased a physical location in downtown Worthington in October 2020. The applicant is requesting an additional \$5,000 to receive the full Tier 1 award amount.

Amy Ernst said that it could be argued both ways and asked when they purchased the building. Mr. Brisson stated they just recently closed on the property. Mike Harmon stated they would not be able to show a loss that is needed to qualify for the Tier 1 since they just purchased the building.

A motion was made by Larry Jansen, seconded by Mike Harmon and unanimously carried to only fund them the home based amount of \$2,500.00.

World Mart - Mr. Brisson stated that the applicant rented a physical location business in 2019 but closed the business due to COVID-19. The applicant now operates it as a mobile business. Mr. Brisson noted that mobile businesses were added in round 2 but there was not an award amount set. Don Linssen said he feels there is a distinct difference between this and a mobile business. Larry Janssen agreed that he doesn't feel it fits the criteria.

A motion was made by Chad Cummings, seconded by Alan Oberloh to fund the business at the Tier 1 level of \$7,500.00. Those voting in favor of the motion: Cummings, Oberloh, Harmon, Thompson, Ernst. Those voting against the same motion: Janssen. Motion carried.

TNT Indian Style Tacos - Mr. Brisson explained the applicant owns a mobile food business in

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Worthington. Mobile businesses were added as eligible businesses in round 2 but an award amount for mobile businesses has not been established. Mr. Brisson noted the applicant also submitted an application for a nonprofit business in Adrian.

Discussion was held on funding through our program since they applied for a different business in Adrian. Some members did not agree that they should be funded by both programs.

A motion was made by Amy Ernst, seconded by Randy Thompson to fund the TNT Indian Style Tacos at \$7,500.00. Voting in favor of the motion was Ernst, Harmon, Thompson, Janssen, Cummings. Those voting against the same: Oberloh.

First Lutheran Church - Mr. Brisson said the church applied because their organization was forced to operate at less than 50% capacity. The applicant wanted to make sure that it is noted that if they receive the funds they are planning to use the funds to expand their current services where need has increased greatly due to COVID-19. Mr. Brisson said they do meet the program requirements.

A motion was made by Alan Oberloh, seconded by Mike Harmon and unanimously carried to fund the First Lutheran Church at \$2,500.00.

Helping Hand Pregnancy Center, Cummings Tire and Service, LLC, Tee-Riffic Kids Daycare, LLC - Mr. Brisson said these businesses are on the ineligible list because the applications stated that the applicants did not meet either of the program requirements.

A motion was made by Chad Cummings, seconded by Mike Harmon to fund the Helping Hand Pregnancy Center, Cummings Tire and Service, LLC, and Tee-Riffic Kids Daycare at the requested amounts contingent on further questioning regarding their applications. If they are still found to be ineligible based on the application, no funding will be distributed. Those voting in favor of the motion were: Cummings, Harmon, Oberloh, Thompson, Ernst. Those voting against the same motion: Janssen. Motion carried.

Forum Communications/The Globe - Mr. Brisson said staff has determined The Globe is a subsidiary of Forum Communications and they will not qualify as a small business as required by the Federal CARES Act requirements.

Ujam Inc./Days Inn - Applicant is not current on property taxes for the business. The program required that applicants be current on local taxes.

A motion was made by Amy Ernst, seconded by Mike Harmon and unanimously carried to deny Forum Communications/The Globe and Ujam Inc./Days Inn applications.

Adorn 1024, Beltline Concrete Inc., Glo by Trends - The following businesses have already qualified

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and been awarded funds in round 1 of the program. The program only allows one grant per business owner. A motion was made by Amy Ernst, seconded by Randy Thompson and unanimously carried to deny the applications for Adorn 1024, Beltline Concrete, Inc and Glo by Trends.

Larson Crane Service - Mr. Brisson said the applicant stated that they did not meet either of the program requirements. It was noted on the application that they were down due to weather conditions, but not COVID. A motion was made by Alan Oberloh, seconded by Chad Cummings and unanimously carried to have the sub-committee meet and get clarification on their application before a decision is made.

Ideal Landscape, Midwest Country Feeds, Towns Concrete - Mr. Brisson stated these businesses applied in round 1 with a residential physical address and were classified as home based businesses. They have since provided the EDA with documentation that they are not home based businesses.

A motion was made by Chad Cummings, seconded by Mike Harmon and unanimously carried to fund Ideal Landscape and Midwest Country Feed, LLC an additional \$5,000.00 to bring them up to the Tier 1 level and to fund Towns Concrete an additional \$8,750.00 bringing them up to the Tier 2 level.

### **ADJOURNMENT**

The motion was made by Chad Cummings, seconded by Amy Ernst and unanimously carried to adjourn the meeting at 5:18 p.m.

Mindy L. Eggers  
Secretary to the Authority

**CITY OF WORTHINGTON  
PLANNING COMMISSION MEETING AGENDA  
October 6, 2020; 7:00 p.m.  
COUNCIL CHAMBERS CITY HALL AND VIRTUALLY VIA ZOOM:**

<https://us02web.zoom.us/j/89588128503?pwd=YmJwMit0cHJsVFhnMDVNY3p3UU5jdz09>

**Phone: +1 312 626 6799**

**Meeting ID: 895 8812 8503**

**Passcode: 555896**

*Due to the Covid-19 pandemic, this meeting could be attended in person OR via conference call.*

Members Present: In Person: Chris Kielblock, Rhina Resendez, Ben Weber, Amy Ernst, Andy Berg; Remote: Amy Woitalewicz

Absent Excused: Mark Vis

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

Others: Conrad Schmidt, Lizbeth Lerma, Jesus Lerma, Randy Thompson

**A. CALL TO ORDER**

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

**B. APPROVAL OF MINUTES – September 1, 2020 Meeting**

Chris Kielblock asked for a change to be made to include Andy Berg being in attendance at the September 1, 2020, meeting.

Amy Ernst made a motion to approve the minutes of the September 1, 2020, Planning Commission Meeting; seconded by Rhina Resendez; the Minutes, as amended, were approved unanimously via roll call.

**C. PLANNING COMMISSION BUSINESS**

- 1. PUBLIC HEARING AND PLANNING COMMISSION RECOMMENDATION**  
**Conditional Use Permit-** Storage Building at 1791 Diagonal Road (Connie Schmidt)

Connie Schmidt applied for a permit for a storage building located near 1791 Diagonal Road that Baxter Properties currently owns.

Staff reviewed the request; although the proposed storage unit building does not necessarily meet the comprehensive plan, staff finds it compatible with the existing neighborhood and recommends approval of the proposed storage unit 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; and
- 2) The applicant and owner follow all applicable local, state and federal regulations for the property.

Kielblock invited questions from the commissioners. There were no questions from commissioners at that time.

Connie Schmidt said there would be a few changes: they will be going with 12' high walls, and instead of one door they plan to add two doors.

Ben Weber asked for clarification on where the road is going to go. Schmidt explained that the road would go along the east side of the property on Diagonal Road, and the east side where the trees are at. The entry point will be along the property line on Diagonal Road.

Weber asked, in regard to storing personal items, would items also include hazardous materials. Schmidt said "no," with the exception being the LP tank in the motor home.

Kielblock opened the public hearing. No questions from attendees.

Weber discussed a third condition should be added regarding the site plan and the placement of the driveway.

Schmidt gave a more detailed account of where the driveway would be, including the access point.

Weber asked if specifications about a driveway could become part of condition 3. Cromie said "yes."

There were no further questions or comments.

Weber made a motion to close the public hearing; seconded by Berg; the motion passed unanimously via roll-call vote.

No further discussion.

Weber a motion to approve the conditional use permit, with the following the two staff recommendations, and to include a third recommendation regarding the driveway:

- 1) The applicant installs a gravel driveway to the storage building within one (1) year of receiving a building permit for the storage building; and
- 2) The applicant and owner follow all applicable local, state and federal regulations for the property;
- 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.

The motion was seconded by Berg and passed unanimously via roll-call vote.

Staff noted that a copy of the recommendation will be forwarded to the City Council for its consideration at the October 12, 2020, meeting.

## **2. PUBLIC HEARING AND PLANNING COMMISSION RECOMMENDATION**

### **Conditional Use Permit- Ballroom/Dance Hall at 703 Oxford St (Lizbeth Lerma)**

Lizbeth Lerma 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.

Staff reviewed the request and proposed that the dance hall/ballroom can be compatible with the surrounding land uses. Although staff has some concerns about parking on the property, staff found that the use meets all required zoning ordinances and therefore recommends approval of the dance hall/ballroom 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 building;
2. The storage buildings on the 717 Oxford Street property must remain storage unless adequate off-street parking be made on site for a different use;
3. There shall be any parking on any public right of way, including Oxford Street;

4. The owner shall terminate the ingress/egress easement seen in Recorded Document 247645;
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.

Kielblock invited questions from the commissioners.

Weber asked if the primary issue with the parking was trying to estimate the number of occupants for various events.

Cromie answered in the affirmative, adding that the current floor plan allows for 250 occupants. A concern with these types of venues is that there is not a lot of fixed seating. If parking is determined by fixed seating, in this case a dance hall where there aren't a lot of tables for fixed seating, there would be 34 parking spaces and that wouldn't be enough. For example, Cromie explained, if the dance hall was at full occupancy of 250, and there were two occupants per car, that would leave the available parking spaces at least 100 short. The owners of the car wash next to the proposed dance hall told the Lermas that overflow vehicles could park on the car wash property. Cromie said that available parking spaces is one of the main concerns for these types of businesses and events.

Kielblock opened the public hearing.

Applicant Lisbeth Lerma was in attendance, along with her spouse, Jesus Lerma. Mr. Lerma said he spoke to the owner of the car wash, who told him it was OK to use the parking lot of the car wash after hours, as long as any trash resulting from that use would be cleaned up by the Lermas. The Lermas agreed to that stipulation, adding that any necessary clean-up would be taken care of right away.

Weber asked the Lermas if they had any issues or concerns regarding the staff list of conditions/concerns. The Lermas indicated that they had no concerns.

Cromie said that he and the Lermas had met at the site. They looked at the west end of the building as potential one way to increase on the side, concerned that some of it might be owned by the car wash, but it appears that at least twenty feet west of the building is part of the Lerma property.

Mr. Lerma said that for larger events they would have someone, such as a security person, showing people where to park.

Kielblock asked if there was a space for a dumpster. Ms. Lerma said, “yes.” Cromie added that they already have some on site that they have been using.

There were no further questions or comments.

Weber made a motion to close the public hearing; seconded by Resendez; the motion passed unanimously via roll-call vote.

Ernst said that she thinks the dance hall is a positive thing.

Ernst made a motion to approve the recommendations as presented, with staff recommendations, seconded by Resendez; motion passed unanimously via roll-call vote.

Staff noted that a copy of the recommendation will be forwarded to the City Council for its consideration at the October 12, 2020, meeting.

### **3. PUBLIC HEARING AND PLANNING COMMISSION RECOMMENDATION Planned Unit Development (PUD) Amendment – Text amendment to PUD 7 (City of Worthington)**

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. There was general consensus from the planning commission to move forward with this and get input from the surrounding businesses. Staff got hold of a few of the businesses in the bioscience park and they have indicated that they do not have any problems with it. There is also a business that is interested in splitting up property but currently cannot do so because zoning indicated that parking must be at least 5 feet away from all property lines. Staff does not see an issue of allowing parking to go to the property lines if part of a shared parking agreement. Staff recommended approval of the Planned Unit Development Amendment.

Cromie showed the commissioners a map of the “Prairie Expo Master Plan.”

Kielblock invited questions from the commissioners.

Woitalewicz: “Hospitals would be permitted, but medical services would require a conditional use permit?”

Cromie said: “This is something I wanted to discuss. We could change it to require a conditional use permit for both hospitals and medical services.”

Woitalewicz: “It’s kind of a unique property. I think it would be wise to make both conditional use. So, that they are permitted, but everything would be required to go through a review by the Planning Commission.” Kielblock and Weber agreed with that idea.

Weber: "In regard to childcare, I think that should be a permitted use." Cromie: "There has been an ongoing discussion in town about the need for childcare." Woitalewicz agreed that child care facilities should be permitted." Cromie: "Childcare would be permitted in area C. Area A is for research and area B is too close to the highway."

Kielblock opened the public hearing. No one was there to speak.

Ernst moved to close the public hearing; seconded by Berg; the motion passed unanimously via roll-call vote.

Cromie asked the commissioners if there was anything else they would like to add to the land use table.

Ernst: "Would we allow a preschool there?"

Cromie said that was something he wanted to discuss: "Do we allow school uses? DEED was fine with it as long as it is creating jobs. If it was a non-profit use we would likely lose the property tax in that area. We originally had those then pulled them out of the package, but could put them back in."

Cromie said that there are two land uses we have in our packet right now, one is major educational, such as colleges, dormitories, public institutional, cultural, elementary, junior high, high school, preschool, community ed. Churches would also be included, although they can be separated out from this, we could take that land use out of this."

Weber: "If we included schools and such, traffic and such would have to be looked at."

Cromie: "There are turn lanes already, so it could probably handle traffic OK."

Cromie said that in regard to a school, traffic wise, it would not cause a lot of issues. He said: "I think in 2029, MNDOT will be coming in to do some improvements on Hwy 59/Humiston Avenue from Worthington to Fulda. We'd have a discussion with MNDOT if we were looking at a school in this area. If you do look at a school in that area, I'd suggest you look at a conditional use permit for it."

Kielblock : "I would rather not see a school out in a business park area."

Weber: "Maybe a non-profit would be OK, although we are looking at some big (zoning) changes in that area."

Cromie: "There is already a non-profit there, the University of Minnesota Ag Extension office is there. We are getting property taxes from 4/5<sup>th</sup> of that building. There is one that is not in the BCA building. So there is already a non-profit existing in there."

Weber: "I like the list as it is; it opens up a lot of possibilities. We could revisit it in the future if we want to add schools." He asked the other commissioners for input.

Ernst: "Why would you not allow schools in there?"

Weber: "Tax base."

Kielblock: "I don't think a school or a church is a good fit out there."

Weber: "If it's developing as a business park. But, you make a valid point. It is a business park. You rightly ask what would stop us from doing it."

Ernst: "So you would let in some non-profits and not others?"

Weber: "That is a valid point."

Cromie: "Right now, the University of Minnesota Ag Extension office was permitted under the "Office Services" category." There are classes held out there, but there are no youngsters out there.

Woitalewicz asked if the existing businesses in the area were asked how they feel about possible changes.

Cromie: "Existing businesses were OK with commercial uses. I originally did not have schools listed as an option, and Jason Brisson suggested that I add those in, although the idea of educational uses was not discussed with existing businesses. We can revisit it with the businesses if we want to add that to conditional uses in that area."

Woitalewicz: "We are really opening it up quite a bit."

Weber: "I'd like to see the list as is, with the hospital change."

There were no further questions or comments.

Ernst made a motion to close the public hearing; seconded by Berg; the motion passed unanimously via roll-call vote.

Weber made a motion to recommend the recommended text changes, with the addition of a conditional use permit needed for hospitals and medical centers; seconded by Kielblock; motion passed five to one: Yes – Berg, Ernst, Kielblock, Resendez, Weber; No - Woitalewicz.

Staff noted that a copy of the recommendation will be forwarded to the City Council for its consideration at the October 12, 2020, meeting.

#### **4. PUBLIC HEARING AND PLANNING COMMISSION RECOMMENDATION**

##### **Text Amendment – Chapter 113 Mobile Food Units (City of Worthington)**

At the August 24, 2020, City Council meeting, Council passed ordinance number 1161 temporarily banning semi-permanent restaurants and new user transient Merchant permits.

Staff reviewed codes related to mobile food units from the following cities in Minnesota: Delano, Hopkins and Alexandria. Staff found the following common Themes among various cities:

1. Mobile food units must be licensed by the Department of Health;
2. Require a license from the City;
3. Require a minimum distance from existing restaurants;
4. Hours of operation usually limited to the hours between 7:00 a.m. and 11:00 p.m.;
5. Most cities require trash collection provided by mobile food units;
6. Mobile units must be parked on hard surfacing;
7. Regulations to make sure illegal dumping does not happen and go into sanitary sewers or other means;
8. Require insurance with the City named as an additional insured.

Weber asked about the one-million-dollar certificate of insurance requirement; Cromie said he talked to the city attorney about that and the amount of one million dollars is listed on the application form.

Ernst: “If you were on the 10<sup>th</sup> street plaza, would you be 200 feet from the Long Branch?”

Cromie said that with events at 10<sup>th</sup> Street Plaza, with its proximity to the Long Branch, it gets a little tricky. “If there is an event going on, I think they are covered under the event exception (ordinance).” Cromie explained that this would include Farmer’s Market and other events at the 10<sup>th</sup> Street Plaza.

Ernst advised that they wouldn’t want to put in a rule that will be broken right away.

Cromie said that there could be an exception for 10<sup>th</sup> street plaza. Ernst asked if there should be an exception for the 10<sup>th</sup> Street Plaza and added that, whatever the rule, it should be easily enforceable, and equally enforceable. Cromie said that the rule could be covered under the “event” ordinance.

The commissioner discussed the 10<sup>th</sup> Street Plaza and the 200 feet to a restaurant. The commissioners decided that the language was fine “as is.”

In regard to private events, the code allows for those under the “private catered event.” If an event is private, not open to the public, then such an event is exempt.

Questions were asked about how the Better Business Bureau handles complaints. Staff mentioned that they are not aware of how the BBB handles complaints; commissioners could change the language about license ineligibility if they wanted, but did not recommend any changes.

Kielblock opened the public hearing.

There were no further questions or comments.

Ernst made a motion to close the public hearing; seconded by Resendez; the motion passed unanimously via roll-call vote.

Woitalewicz asked for clarification on the issue of sound, asking if that means a business can’t bring any attention to their business by using sound, for example, a bell.

Cromie said that this language regarding sound is in the code, but has not previously been enforced, but the language could be changed; he added that the current language is generally regarded to mean “ruckus.” He continued: “Reasonable audio which cannot be heard within an enclosed structure.”

Commissioners asked about sound restriction and suggested that the sounds be Compliant with City performance standards.

Weber made a motion to approve staff recommendation, with modification to include “per city performance standard;” seconded by Berg.

There was further discussion:

Woitalewicz asked if operating until 11:00 p.m. is a problem. “My concern if this is close to a residential area. Should there be a different time during the week? 11:00 p.m. might be a little late for families with small children.”

Ernst: “11:00 p.m. during the summer isn’t that late, but I understand what you are saying.”

Berg said that, in regard to the placement of a food truck, it wouldn’t be put where there would not be much traffic, including a residential area. Woitalewicz said that areas such as Ludlow Park and Sailboard Beach are in residential areas.

Ernst: “Centennial Park has so much activity anyway, would a food truck make much difference?” Woitalewicz asked if a mobile food unit would be allowed close to the Beach Nook.

Cromie explained that the Beach Nook wouldn’t fall under this ordinance. On a non-event day, a mobile food unit would need approval from the city/park board. Weber added that the approval could limit the hours of operation. Kielblock added that city parks close by 10:00 p.m.

Cromie said that some of this will be trial-and-error. “We don’t have standards now, so we can make changes.” Woitalewicz said there should be some protections for stationary businesses.

Weber said that they need to get permission before going into a park anyway; and owners can put restrictions on hours.

Cromie explained that there are limits in place already in regard to city parks and noted the corresponding exhibit item.

Woitalewicz: “I think the whole food truck thing is great. Do we limit how close to each other they can be?” Cromie: “We didn’t put anything in there as we didn’t think there was reason to do so.”

The motion was then voted on with the amendment to have the sound be subject to the City’s performance standards and passed unanimously via roll-call vote.

Staff noted that a copy of the recommendation will be forwarded to the City Council for its consideration at the October 12, 2020, meeting.

## **5. PUBLIC HEARING AND PLANNING COMMISSION RECOMMENDATION**

**Text Amendment** – Inoperable Vehicles and Junkyards Ch. 92, 97, 99 and 155 (City of Worthington)

At the special City Council meeting on July 15, 2020, Council directed staff to look at other cities to see how they handle inoperable vehicles, especially auto repair shops. The information regarding these was brought forward to the City Council on August 24<sup>th</sup>, and the Planning Commission on September 1<sup>st</sup>.

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.

Cromie read definition of inoperable vehicle and what it encompassed.

Ernst asked for a clarification as one section reads “five or more inoperable vehicles” and another section reads “four inoperable vehicles.” Cromie explained that “one more than four vehicles” would constitute a junkyard and that the problem is not just inoperable vehicles, but also parts.

Ernst: “Is it the city’s intention to talk to business owners and give them time to comply?”

Cromie: “Yes. We plan to give them time to correct the issue and be in compliance.” Cromie said that the Planning Commission indicated that it wanted screening and due to setback requirements, some properties will have more difficulty meeting that requirement.

Cromie: “This helps with new businesses coming in so they know.”

Weber wanted to talk about the 30-day limit on inoperable vehicles. Cromie asked if he was thinking of 60, 90 or 120 days. Weber said he thought that 90 days was reasonable for any vehicle that was visible. Ernst and Kielblock voiced their agreement.

Weber asked if a person had an inoperable vehicle inside a residential garage, and the garage door was open, would this fall under the guidelines, as a law enforcement officer or community service person can see the vehicle, even though it is inside a homeowner’s garage. Does an officer or community service person, on visually seeing an inoperable vehicle inside a residential garage, enter that garage to determine the status of the vehicle.

Cromie said he would look into it with the community service person; Weber suggested that the city attorney also be consulted.

Kielblock opened the public hearing.

There were no further questions or comments.

Ernst made a motion to close the public hearing; seconded by Weber; the motion passed unanimously via roll-call vote.

Kielblock asked Cromie if the city council wanted action on this issue right away. Cromie said that it can be now or the issue can wait.

Woitalewicz: "Is this the direction that the council was looking at?" Ernst, a city council member, replied: "Yes. I think so."

Cromie explained to the Planning Commission that if they decided to table the issue, which was fine, the three readings of an ordinance would mean that the text amendment change would not be in effect/enforced until the spring of 2021.

Weber: "The only change I had was to increase the time from 30 days to 90 days."

Weber made a motion to approve the staff recommendation, with the addition of the change from 30 to 90 days; seconded by Resendez; motion passed unanimously via roll-call vote.

Staff noted that a copy of the recommendation will be forwarded to the City Council for its consideration at the October 12, 2020, meeting.

## **D. OTHER BUSINESS**

### **Sign Heights**

The Planning Commission talked about sign heights in the city; there is a sign off of Interstate 90 is that is extremely tall.

Weber said that if a sign is a certain height and it falls, it has to remain within the property.

Ernst said that along trail on West Oxford, across park, there is a small 8' stop sign. She questioned whether anyone would see the sign and asked who that sign would be for.

Berg: "They might be high due to vandalism."

Weber said he was open to having a general discussion on signs.

Ernst asked if there are height restrictions on signs. Cromie said, "yes," depending upon what is allowed on a sign.

Woitalewicz suggested that it might be wise for the Planning Commission to review the sign code.

### **Update on Proposed Turn Lanes/Safety near ISD 518 Learning Center**

Cromie gave an update on turn lanes. They have plans to paint the crosswalk on Crailsheim. The Nobles County Board of Commissioners decided to design turn lanes on the new Intermediate school.

### **Planning Commission Training Opportunity**

Virtual land use conference – we could use pre-recorded

**FEMA** approved new flood zone updates. Letters will go out to residents. The map will also be available on the city website.

### **November Meeting Date (Election Day Nov. 3)**

As the next scheduled meeting time is in conflict with the election date, the November meeting was changed to Wednesday, November 4, 2020; 7:00 p.m.

### **E. ADJOURNMENT**

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

Meeting was adjourned at 8:59 p.m.

Meredith Vaselaar, Administrative Secretary

Traffic & Safety Committee Meeting  
October 27, 2020  
Page 2

**\*\*DRAFT\*\***

**Traffic & Safety Committee  
Tuesday, October 27, 2020; 1:30 p.m.  
City Hall Council Chambers**

Members Present: Chris Heinrichs, Alan Oberloh, Dave Skog, Jeff Faragher, Jeremiah Cromie, Josh McCuen, Todd Weitzema

Members Absent: Steve Schnieder

Others Present: Phil Benson, Kenny Willers, Cheniqua Johnson, Angela Thiner

**CALL TO ORDER**

The meeting was called to order by Chris Heinrichs at 1:30 p.m.

**APPROVAL OF MINUTES**

Alan Oberloh made a motion to approve the minutes from the September 27, 2020 meeting; seconded by Todd Weitzema. The motion passed unanimously.

**TRAFFIC & SAFETY COMMITTEE BUSINESS  
DOWNTOWN STREET PARKING**

At the October 12<sup>th</sup> City Council meeting, discussion took place regarding downtown parking restrictions. At the time of discussion, Alan Oberloh pointed out the issue should be addressed by the Traffic and Safety Committee.

Jeremiah Cromie, City Planner, explained Councilperson Ernst received a complaint from a visitor to the City of Worthington who received a parking ticket after visiting downtown. Discussion took place regarding what the outcome may be if parking restrictions were changed from 2-hour to 4-hour with the overall feeling of the committee being employees of the downtown businesses would take advantage of the change therefore crowding the parking spaces for customers. When the 2-hour limitation was put into affect, it was at the request of business owners. Todd Weitzema pointed out the multiple municipal parking lots available for use as well as the additional parking which will be available after the Tenth Street Plaza is completed. Jeremiah Cromie added staff is recommending no change to the current restrictions. Josh McCuen suggested educating people on where the municipal parking lots are located. Additional discussion took place regarding updating signage and the current "loading zones" in front of the Globe. Mr. Wietzema noted he would check into that.

With no further discussion, Josh McCuen moved to recommend approval of leaving the parking restrictions downtown as is. Dave Skog seconded the motion and it passed unanimously.

**SAFETY AT MIDDLE SCHOOL AND SOUTH FACILITIES, LEARNING CENTER AND PROPOSED INTERMEDIATE SCHOOL**

Phil Benson presented concerns he has regarding the safety of the kids trying to cross the road in the morning to get to the middle school. He noted he has seen several near misses and has gotten out of his personal vehicle to help kids get across the intersection. Mr. Benson added there are no school zones posted at the ALC or Prairie Elementary and that the high school has a limited safety zone. He stated in other communities he has noticed the school zone speed limit is typically 15-25 mph while at the Worthington Middle School it is 30 mph.

Chris Heinrichs asked if it was possible to have crossing guards at the intersections? Dave Skog stated he was unsure if the school would be able to staff crossing guards.

Alan Oberloh stated the topic was discussed at the last Traffic and Safety Committee meeting and it was noted by Steve Schneider, Nobles County Engineer, that a speed study would need to be done in order to make changes but that it would not be done until the new intermediate school opens so that traffic can be observed. Todd Weitzema stated that traffic studies have been done at this location in the past and it was his opinion that the County had taken more restrictive measures than what the study recommended. Jeremiah Cromie stated that in a past traffic study there was talk of installing a roundabout or a stop sign at the intermediate school location. Josh McCuen added he felt the 30mph school speed zone at the middle school seemed excessive. Dave Skog stated he would have to talk with the principal of the schools about having crossing guards to help students cross.

Alan Oberloh made a motion to recommend consideration of installing a stop sign or semaphore at the Oxford Street (C.S.A.H. 35)/Crailsheim Road intersection to the Nobles County Board of Commissioners. The motion was seconded by Josh McCuen. Members voting in favor of the motion: Dave Skog, Josh McCuen, Chris Hillsheim. Opposed: Todd Weitzema. Motion carries.

Kenny Willers stated that he was in support of Phil Benson and would also like to see crossing guards used until something permanent is in place.

**OTHER BUSINESS**

None.

**ADJOURNMENT**

With there being no further business, Alan Oberloh made a motion to adjourn the meeting at 2:11 p.m.

Angela Thiner  
Asst. City Clerk

Worthington Area Convention & Visitors Bureau  
Board of Directors Meeting  
September 30, 2020  
Worthington Event Center  
4:55 P.M.

Present: Brad Meester, Tyler Knutson, Cindy Elsing, Ryan McGaughey, Julie Foote, Stacy Fricke, Robyn Moser, Sharon Johnson, Aaron Kinser, Chad Cummings, Nicholas Raymo, Gwen Post and Alicia Jensen.

Excused Absence: Jessica Noble and Dee Bartosh.

Absent: DeWayne McIntyre and Miguel Rivas.

Guests: Scott Hain and Ellen Hoefker.

Chairman of the Board Brad Meester presiding.

A motion was passed unanimously to approve the agenda.

A motion was passed unanimously to approve the minutes of the August 26, 2020 meeting with the addition under the Sports & Rec Committee report to include the language in regards to the Minnesota West sponsorship that if the event should be postponed the sponsorship will be returned.

A motion was passed unanimously to accept the August, 2020 financial statement as presented.

Audit Review: Ellen Hoefker, Drealan, Kvilhaug & Hoefker, was present to report on the 2019 audit review for the Convention & Visitors Bureau. A motion was passed unanimously to approve the audit as presented.

WREDC Merger Update: Scott Hain was in attendance representing the WREDC Executive Committee. The WREDC board has approved 40% of the Executive Directors salary package from the start date until 2023. The Executive Director will be an employee of the Chamber/CVB and will provide contracted services to WREDC while the joint organization is being worked out. WREDC is re-defining their mission as some of the work

## Board of Directors Meeting Continued, Page 2

previously being done went back to the City after the resignation of their Executive Director. They will provide a job description and outline the expectations of the Executive Director. Going into to 2021 the Chamber/CVB and WREDC boards will operate separately.

**Executive Director Update:** Interviews with the WREDC Executive Committee and the Chamber/CVB Executive Committee were conducted with the top two candidates. A motion was passed unanimously to allow the Executive Committee to put together a salary package and offer for the top candidate. Ryan McGaughey abstained from voting. Once the offer is put together a special board meeting will be held for approval by the full board.

**Planning Conference:** The Planning Conference is set for November 18<sup>th</sup> from 12:00 p.m. – 3:00 p.m. at the Worthington Event Center.

**Nominating Committee Appointment:** A motion was passed unanimously to approve Ryan McGaughey, Tyler Knutson and Nicholas Raymo to serve on the Nominating Committee for the election of the 2021 officers.

**Committee Reports:** In the interest of time the committee reports will be given at the next board meeting.

**City Report:** Extended the CARES Act grant until October 16<sup>th</sup>. The grant is now open to non-profits and home based businesses. Housing projects are going on throughout the city. The opening of the theater was pushed back due to COVID 19. Once capacity restrictions are lifted and the studios release new movies the theater will open to the public. Citizens were invited to participate in a survey in regard to the amenities for the planned outdoor pool expansion.

**Next Meeting:** The next meeting of the board will be held on October 28<sup>th</sup> at the Worthington Event Center.

A motion was passed unanimously to adjourn the meeting at 5:15 P.M.

Respectfully Submitted,

Alicia Jensen

## **ADMINISTRATIVE SERVICES MEMO**

**DATE: NOVEMBER 6, 2020**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW**

### **CONSENT AGENDA CASE ITEM**

**1. APPLICATION FOR EXEMPTION FROM LAWFUL GAMBLING - NOBLES COUNTY DUCKS UNLIMITED**

The following Application for Exemption from Lawful Gambling has been received:

Organization:	Nobles County Ducks Unlimited
CEO:	Kevin Black
Type of Event:	Raffle
Date and Location of Event:	December 5, 2020 Forbidden Barrel Brewing Company, 900 Third Avenue

The application (included as *Exhibit 1*) must be approved by the local unit of government prior to be submitted to the State for approval.

Council action is requested on the Application for Exemption from Lawful Gambling Permit submitted by Nobles County Ducks Unlimited.

### **CASE ITEMS**

**1. PUBLIC HEARING - TEFRA RESOLUTION (GENERAL OBLIGATION SALES TAX REVENUE BONDS, SERIES 2020A)**

Section 147(f) of the Internal Revenue Code of 1986, as amended (the "IRC") requires that, in order to finance or refinance a project with the proceeds of tax-exempt bonds, the governmental unit having jurisdiction over the area in which the project is located must hold a public hearing regarding the issuance of the bonds and the financing of such projects and the applicable elected representative of such governmental unit must approve the issuance of the bonds to finance such projects after the hearing has been conducted (the "Federal TEFRA Requirements").

To comply with the Federal TEFRA Requirements, staff requests that the City Council hold

a public hearing and adopt a resolution approving the issuance by the Worthington City Council of its \$7,970,000 General Obligation Sales Tax Revenue Bonds, Series 2020A to finance projects for the benefit of qualified 501(c)(3) organizations, including but not limited to the Worthington Area YMCA, the general public, and the City, which are located in Worthington, Minnesota. The City of Worthington intends to use the bond proceeds for the purpose of financing (1) improvements to the aquatic center located at 1501 Collegeway in the City; (2) improvements to the field house located at 700 Second Avenue in the City; (3) improvements to the ice arena located at 1600 Stower Drive in the City; (4) other park and recreation capital projects and improvements; (5) lake quality improvement; and (6) improvements to the 10th Street plaza in the City.

Staff requests: (i) that the City Council conduct the public hearing, and (ii) that the City Council adopt the resolution included in your packet as ***Exhibit 2*** approving the issuance of the General Obligation Sales Tax Revenue Bonds, Series 2020A for the purposes described in the public notice in accordance with the requirements of Section 147(f) of the IRC.

Council action is requested.

2. **APPOINTMENT OF WORTHINGTON FIRE DEPARTMENT FIRE CHIEF**

Section II of the Fire Department's Standard Operating Guidelines states that all officer positions shall be appointed or reaffirmed by a majority of the Fire Department personnel provided that the Chief chosen shall be annually approved by the City Council.

Members of the fire department met on September 29, 2020 and have forwarded the recommendation to appoint Jason Larsen as the Chief.

The Chief shall have general supervision of the department at all times and have control over all apparatus, equipment and supplies and command over all persons who are employees of the department. The Chief reports to the Director of Public Safety.

Council action is requested to consider the approval of Jason Larsen to serve as the Fire Chief.

3. **SECOND READING PROPOSED ORDINANCE TO AMEND WORTHINGTON CITY CODE, TITLE XI AND XV, CHAPTERS 92, 97, 99 AND 155 LIMITING STORAGE OF INOPERABLE VEHICLES BY AUTO REPAIR SHOPS**

Pursuant to published notice this is the time and date set for the second reading of a proposed 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.

A complete copy of the ordinance was provided in your October 26, 2020 Council Agenda.

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

4. **SECOND READING PROPOSED ORDINANCE TO AMEND WORTHINGTON CITY CODE XV, CHAPTER 152.012 TO INCLUDE A LETTER MAP REVISION FOR FLOOD PLAIN MAPS EFFECTIVE DECEMBER 31, 2020**

Pursuant to published notice this is the time and date set for the second reading of a proposed ordinance to Amend Worthington City Code Title XV, Chapter 152.012 to Include a Letter Map Revision for Flood Plain Maps Effective December 31, 2020

A complete copy of the ordinance was provided in your October 26, 2020 Council Agenda.

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

5. **THIRD 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 third 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 third reading to, and subsequently adopt the proposed ordinance.

6. **THIRD READING PROPOSED ORDINANCE TO AMEND TITLE XV OF THE CITY CODE OF THE CITY OF WORTHINGTON, NOBLES COUNTY, MINNESOTA - PUD 7**

Pursuant to published notice, this is the time and date set for the third reading of a proposed ordinance to amend Title XV of the city Code of the City of Worthington, Nobles county, Minnesota - PUD 7.

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

Council action is requested to give a third reading to, and subsequently adopt the proposed ordinance.

7. **THIRD 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 third 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.

Council action is requested to give a third reading to, and subsequently adopt the proposed ordinance.

**LG220 Application for Exempt Permit**

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

**Application Fee (non-refundable)**

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

**ORGANIZATION INFORMATION**

Organization Name: Nobles County Ducks Unlimited Previous Gambling Permit Number: 01411  
 Minnesota Tax ID Number, if any: ES 37964 Federal Employer ID Number (FEIN), if any: \_\_\_\_\_  
 Mailing Address: 300 Northmore St  
 City: Northampton State: MN Zip: 56187 County: Nobles  
 Name of Chief Executive Officer (CEO): Kevin J. Black  
 CEO Daytime Phone: \_\_\_\_\_ CEO Email: \_\_\_\_\_  
 (permit will be emailed to this email address unless otherwise indicated below)  
 Email permit to (if other than the CEO): \_\_\_\_\_

**NONPROFIT STATUS**

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

**Attach a copy of one of the following showing proof of nonprofit status:**

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- ☐ **A current calendar year Certificate of Good Standing**  
 Don't have a copy? Obtain this certificate from:  
 MN Secretary of State, Business Services Division  
 60 Empire Drive, Suite 100  
 St. Paul, MN 55103  
 Secretary of State website, phone numbers:  
[www.sos.state.mn.us](http://www.sos.state.mn.us)  
 651-296-2803, or toll free 1-877-551-6767
- ☒ **IRS income tax exemption (501(c)) letter in your organization's name**  
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- ☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**  
 If your organization falls under a parent organization, attach copies of both of the following:  
 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and  
 2. the charter or letter from your parent organization recognizing your organization as a subordinate.

**GAMBLING PREMISES INFORMATION**

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Forbidden Barrel Bowling  
 Physical Address (do not use P.O. box): 900 3rd Ave  
 Check one:  
☒ City: Northampton Zip: 56187 County: Nobles  
☐ Township: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_  
 Date(s) of activity (for raffles, indicate the date of the drawing): 12/5/20

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

**Gambling equipment** for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to [www.mn.gov/gcb](http://www.mn.gov/gcb) and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)**

**CITY APPROVAL  
for a gambling premises  
located within city limits**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: \_\_\_\_\_

Signature of City Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**The city or county must sign before  
submitting application to the  
Gambling Control Board.**

**COUNTY APPROVAL  
for a gambling premises  
located in a township**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: \_\_\_\_\_

Signature of County Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**TOWNSHIP (if required by the county)**

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: \_\_\_\_\_

Signature of Township Officer: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)**

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: \_\_\_\_\_ Date: 10/29/20  
(Signature must be CEO's signature; designee may not sign)

Print Name: KEVIN J. BLACK

**REQUIREMENTS**

**Complete a separate application for:**

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

**Financial report to be completed within 30 days after the gambling activity is done:**

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

**MAIL APPLICATION AND ATTACHMENTS**

**Mail application with:**

- \_\_\_\_\_ a copy of your proof of nonprofit status; and
- \_\_\_\_\_ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

**To:** Minnesota Gambling Control Board  
1711 West County Road B, Suite 300 South  
Roseville, MN 55113

**Questions?**

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

An equal opportunity employer

Exhibit 1

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION RELATING TO A TEFRA HEARING AND \$7,970,000 GENERAL  
OBLIGATION SALES TAX REVENUE BONDS, SERIES 2020A**

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

Section 1. Authorization and Recitals. For purposes of complying with the requirements under the Tax Equity and Fiscal Responsibility Act of 1982 (“TEFRA”), pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), on the proposal that the City issue its \$7,970,000 General Obligation Sales Tax Revenue Bonds, Series 2020A (the “Bonds”), pursuant to Minnesota Statutes, Chapter 475 and Laws of Minnesota 2019, First Special Session, Chapter 6, Article 6, Section 33 (the “Bonds”), under Sections 469.1813 and Chapter 475, as amended, for the purpose of financing (1) improvements to the aquatic center located at 1501 Collegeway in the City; (2) improvements to the field house located at 700 Second Avenue in the City; (3) improvements to the ice arena located at 1600 Stower Drive in the City; (4) other park and recreation capital projects and improvements; (5) lake quality improvement; and (6) improvements to the 10th Street plaza in the City (the “Projects”).

Certain of the Projects will be used for the benefit of qualified 501(c)(3) organizations, including but not limited to the Worthington Area YMCA, the general public, and the City. The separate locations of the Projects are part of an integrated operation of the City’s public amenities.

Notice of the public hearing was duly published as required by law on the City’s website on October 28, 2020, which date is no fewer than seven days prior to the date hereof.

Section 2. Issuance of the Bonds. The issuance of the Bonds, for the purpose above described, is hereby approved.

Adopted this 9th day of November 2020.

(SEAL)

CITY OF WORTHINGTON

\_\_\_\_\_  
Mike Kuhle, Mayor

Attest:

\_\_\_\_\_  
Mindy L. Eggers, City Clerk

## PUBLIC WORKS MEMO

**DATE:** NOVEMBER 9, 2020

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**SUBJECT:** ITEM REQUIRING CITY COUNCIL ACTION OR REVIEW

### CASE ITEM

#### 1. ADOPT RESOLUTIONS ACCEPTING PARK BENCH DONATIONS

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

- Jeff Berger to place a bench at the Chautauqua park Bandshell in memory of Julia Berger.
- Dorothy Bauman to place a bench on the County trail, in memory of Loren Bauman.
- Family and friends of Linda and Eleanor Ekers, to place a bench at the Chautauqua Park Bandshell, in memory of Linda and Eleanor Ekers.
- Family and friends of Burt and Darlene Broste, to place a bench at the Chautauqua Park Bandshell, in memory of Burt and Darlene Broste.
- Kevin Lease, to place a bench at the Slater Park beach, in honor of Bruce and Dorothy Lease.
- Steve Johnson, to place a bench along the trail at the intersection of Diagonal Road and Oxford Street, in memory of Thomas and Ida Hagge.

The applications and resolutions accepting the donation of the benches are included as *Exhibits 1* through *6*. The donations meet all the requirements as set forth in the Park Donation policy adopted by City Council. The Park and Recreation Advisory Board recommends the City Council accept the donations.

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

## 2. **APPROVE PARKS SALES TAX CHANGE ORDER**

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

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

The cost associated with these proposed changes are:

\$55,392.88 for the soil corrections.

\$1,743.93 for the change to electric heat.

The total cost of this change order would be \$57,136.81. Included in your packet (*Exhibit 7*) is a signed change order and estimated cost associated with each of these changes. This proposed change order has been reviewed by city staff, our civil engineer on the project, and our architect. The cities Park Sales Tax subcommittee has also reviewed and approved this proposal change order. Our current contract price is \$1,131,453.00. Our new contract price with this proposed change order would be \$1,188,589.81. The original architects estimate for this project was \$1,625,000.00.

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



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

Name of Donor: Jeff Berger

Address of Donor: 1944 Cecilee Street Worthington MN 56187

Phone Number: Work: Home: Fax: 507-360-6143

Email: jberger6@gmail.com

Description of Donation: \_\_\_\_\_

Location of Donation: Bench at Chatagua Park Band Shell

Wording for Memorial Acknowledgment (if any): In loving memory  
of our mother, Julia Berger

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

I have read and understand the Memorial and Donation Policy.

Donor: Jeff Berger [Signature] Date: Sept. 3<sup>rd</sup> 2020  
*Sign and Print Both*

Donor: \_\_\_\_\_ Date: \_\_\_\_\_  
*Sign and Print Both*



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

Name of Donor: Dorothy Bauman

Address of Donor: 2840 N. Rose Av, Worthington, Mn

Phone Number: Work: Home: Fax: 507-376-6948

Email: \_\_\_\_\_

Description of Donation: \_\_\_\_\_

In loving memory of  
Loren Bauman

Location of Donation: On Crailsheim first bench south of Fox Farm Rd,

Wording for Memorial Acknowledgment (if any): \_\_\_\_\_

In loving memory of  
Loren Bauman

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

I have read and understand the Memorial and Donation Policy.

Donor: Dorothy Bauman Date: Sept 3-20  
Sign and Print Both

Donor: Dorothy Bauman Date: Sept -3-20  
Sign and Print Both



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

Name of Donor: Family & Friends of Linda & Eleanor Ekers

Address of Donor: Bill to Megan Prins

Phone Number: Work: Home: Fax: 507-360-1793

Email: meganlou-99@yahoo.com

Description of Donation: Park Bench at Bandshell

Location of Donation: Bandshell at Chautauqua Park  
(please place Broste and Ekers benches next to each other)

Wording for Memorial Acknowledgment (if any):

In Loving Memory of  
Linda and Eleanor Ekers

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

I have read and understand the Memorial and Donation Policy

Donor: Megan Prins Megan Prins Date: 8/31/20  
Sign and Print Both

Donor: \_\_\_\_\_ Date: \_\_\_\_\_  
Sign and Print Both

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION ACCEPTING A DONATION OF PERSONAL PROPERTY**

WHEREAS, the City of Worthington has been notified that *the family and friends, of Burt and Darlene Broste*, hereinafter “Donor” desires to donate personal property to the City; and

WHEREAS, Donor has placed the following restrictions upon gift: The bench will be placed at the Chautauqua Bandshell; and

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

NOW, THEREFORE, be it RESOLVED:

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

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

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

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

(SEAL)

CITY OF WORTHINGTON

BY: \_\_\_\_\_  
Mike Kuhle, Its Mayor

ATTEST:

\_\_\_\_\_  
Mindy Eggers, Its Clerk

CITY OF WORTHINGTON PARKS, MULTI USE PATHS AND RECREATION  
MEMORIAL DONATION APPLICATIONName of Donor: Family & Friends of Burt & Darlene BrosteAddress of Donor: Bill to Megan PrinsPhone Number: Work: Home: Fax: 507-300-1793Email: meganlou\_99@yahoo.comDescription of Donation: Memorial Park Bench at  
Chautauqua Park BandshellLocation of Donation: Bandshell at Chautauqua Park  
(please place Broste & Elms benches next to each other)

Wording for Memorial Acknowledgment (if any): \_\_\_\_\_

In Loving Memory of  
Burt and Darlene Broste*All applications shall be accompanied with a letter describing the donation and how the proposed donation meets the applicable criteria outlined in the City Parks, Multi Use paths and Recreation Memorial Donation Policy.*

I have read and understand the Memorial and Donation Policy.

Donor: Megan Prins Megan Pi Date: 8/31/2020  
Sign and Print BothDonor: \_\_\_\_\_ Date: \_\_\_\_\_  
Sign and Print Both

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION ACCEPTING A DONATION OF PERSONAL PROPERTY**

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

WHEREAS, Donor has placed the following restrictions upon gift: The bench will be place at the Slater Park beach.; and

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

NOW, THEREFORE, be it RESOLVED:

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

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

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

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

(SEAL)

CITY OF WORTHINGTON

BY: \_\_\_\_\_  
Mike Kuhle, Its Mayor

ATTEST:

\_\_\_\_\_  
Mindy Eggers, Its Clerk

CITY OF WORTHINGTON PARKS, MULTI USE PATHS AND RECREATION  
MEMORIAL DONATION APPLICATIONName of Donor: Kevin LeaseAddress of Donor: 370 Riviera St. Oregon, WI 53575Phone Number: Work: Home: Fax: 608-824-9950 w  
608-293-4957 cEmail: kLease79@gmail.comDescription of Donation: Park BenchLocation of Donation: Around the Meadows or around  
Lake or near Veteran's Memorial (Skater Beach)

Wording for Memorial Acknowledgment (if any): \_\_\_\_\_

"It's a Beautiful Day in Worthington, MN.  
Bruce and Dorothy Lease"

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

I have read and understand the Memorial and Donation Policy.

Donor: Kevin Lease Date: 8.31.2020  
Sign and Print BothDonor: [Signature] Date: 8.31.2020  
Sign and Print Both



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

Name of Donor: Steven Johnson

Address of Donor: 813 West Shore Drive

Phone Number: Work: Home: Fax: 507 370 1602 Worthington

Email: Steve.j@jbrhomes.com

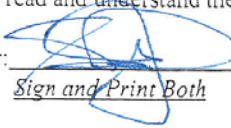
Description of Donation: Thomas Hagge was my Great-Grandfather. His farm was right behind this bench. Sometime after he passed my Grandfather developed the farm - naming 2 of the streets after his father.

Location of Donation: Intersection of Oxford St and Diagonal Road.

Wording for Memorial Acknowledgment (if any): In Memory of Thomas + Ida Hagge  
Thomas Immigrated from Germany in 1884.  
They owned and farmed this ground.

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

I have read and understand the Memorial and Donation Policy.

Donor:  Steven D. Johnson Date: May 20, 2020  
Sign and Print Both

Donor: \_\_\_\_\_ Date: \_\_\_\_\_  
Sign and Print Both


**AIA® Document G701™ – 2017**
**Change Order**

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

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date: March 16, 2020

**CHANGE ORDER INFORMATION:**  
Change Order Number: 002  
Date: October 29, 2020

**OWNER:** (Name and address)  
City of Worthington  
303 Ninth Street  
Worthington, MN 56187

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

**CONTRACTOR:** (Name and address)  
Clair Van Grouw Construction, Inc.  
700 8th Avenue  
PO Box 74  
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.) Provide soil corrections at Buss Field, Slater Park and Centennial Park Restroom and Shelter Buildings.

Additional labor and materials: \$49,612.97  
Sub contractor markup (5%): \$2,480.65  
General contractor markup (5%): \$2,480.65  
Bond cost increase (1.5%): \$818.61  
**Total added cost for labor and materials: \$55,392.88**

- 2.) Replace gas heater with electric heater at Slater Park Restrom Building.  
Added cost for labor and materials: \$1,743.93

The original Contract Sum was	\$ 1,125,000.00
The net change by previously authorized Change Orders	\$ 6,453.00
The Contract Sum prior to this Change Order was	\$ 1,131,453.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 57,136.81
The new Contract Sum including this Change Order will be	\$ 1,188,589.81

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

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

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

Short Elliott Hendrickson, Inc.

Clair Van Grouw Construction, Inc.

City of Worthington

**ARCHITECT** (Firm name)

**CONTRACTOR** (Firm name)

**OWNER** (Firm name)

*Brian Bergstrom*  
**SIGNATURE**

*Clair Van Grouw*  
**SIGNATURE**

*[Signature]*  
**SIGNATURE**

Brian Bergstrom, Project Manager  
**PRINTED NAME AND TITLE**

Clair Van Grouw  
**PRINTED NAME AND TITLE**

*[Signature]*  
**PRINTED NAME AND TITLE**

October 29, 2020  
**DATE**

October 29, 2020  
**DATE**

*[Signature]*  
**DATE**

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**ENGINEERING MEMO**

**DATE: NOVEMBER 3, 2020**  
**TO: HONORABLE MAYOR AND COUNCIL**  
**SUBJECT: ITEMS REQUIRING COUNCIL ACTION OR REVIEW**

**AGENDA CASE ITEMS**

**1. RECEIVE REPORT AND ORDER HEARING FOR NORTH CRAILSHEIM ROAD WATER EXTENSION**

Included in Exhibit 1 is a feasibility report on the improvement of North Crailsheim Road (CSAH 10) from Fox Farm Road to a point 600 feet south of the north line of the Southwest Quarter of Section 22, Township 102 North, Range 40 West, Nobles County, Minnesota, by extension of the municipal water distribution system. The report has been prepared by Bolton & Menk, Inc., pursuant to Council action on June 8, 2020. The feasibility report provides detailed information on the proposed improvement including location, need for improvement, costs, and proposed financing.

Staff recommends that Council receive the report and pass the resolution receiving the report and calling for hearing on the improvement included in Exhibit 1. It is recommended that the hearing be set for 7:00 pm at the December 14, 2020 Council meeting.

Also included in Exhibit 1 is the preliminary assessment roll for the proposed improvement.



Real People. Real Solutions.

Feasibility Report for

# Intermediate School Watermain Extension City of Worthington, MN

November 2020

BMI Project Number F18.121545

**Submitted by:**

Bolton & Menk, Inc.

150 South State Street, Suite 100

Fairmont, MN 56031

P: 507-238-4738

F: 507-238-4732

# Certification

Feasibility Report

for

Intermediate School Watermain Extension

City of Worthington, MN

Worthington, MN

F18.121545

November 2020

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

By:



Travis L. Winter, P.E.

License No. 46649

Date: November 2, 2020

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## Appendix

Appendix A: Preliminary Cost Estimates

Appendix B: Figures

## I. INTRODUCTION AND BACKGROUND

The purpose of this report is to determine the feasibility of improving utility access along North Crailsheim Road north of Fox Farm Road for the development of the land parcels adjacent to North Crailsheim Road by extension of the municipal water distribution system. This extension will also complete the loop of the watermain in this area providing a more robust and dependable water distribution system.

The following report summarizes the existing site conditions, needed infrastructure improvements and estimated costs for the proposed utility extension along North Crailsheim Road. The improvement area includes the portion of North Crailsheim Road located north of Fox Farm Road and approximately 0.5 miles south of Oxford Street (CSAH 35). Figure A in Appendix B provides a project location map.

The completion of the loop was previously proposed as an option in 2017 when sanitary sewer and watermain were previously extended to provide service to an apartment housing development by MnWest Community & Technical College on the east side of North Crailsheim Road and a public school development for an Area Learning Center & Gymnasium Facility (ALC).

Council Resolution No. 2020-06-39 of June 8, 2020 authorized the preparation of this report.

## II. PROJECT NEED

Utility service for the development of the entire school owned parcel requires the extension of the City owned utility. The utility extension requested is for domestic water connection to the existing municipal utility infrastructure. Domestic water is proposed to be extended south along the west side of North Crailsheim from the previously completed project to Fox Farm Road. Completing the watermain loop allows domestic water in the area to be fed from two directions and completes a portion of the City's Master Plan. The work described in this report accounts for future widening of North Crailsheim Road and storm sewer construction. Final design will require coordination with the School's development team and the County.

## III. EXISTING CONDITIONS

The existing corridor of North Crailsheim Road is for the most part undeveloped in the improvement area. North Crailsheim Road is currently a 40-foot-wide bituminous street with curb & gutter along the east side with a 10-foot-wide multi-use trail behind the curb. The existing land is primarily farmland along the west side of North Crailsheim Road, with a mix of farmland, acreages, and park land on the east side.

Existing watermains border the improvement area along North Crailsheim Road on the north and south. On the south end, a 1979 project constructed an 8-inch watermain line under the south edge of Fox Farm Road. On the north end, a 2009 project extended the 12-inch watermain from Collegeway to the south along the west side of North Crailsheim Road approximately 500 feet with a hydrant at the end. In 2018, watermain was again extended approximately 800 feet to the south with a hydrant to the ALC and MnWest housing development.

## IV. PROPOSED CONDITIONS

This improvement provides for the extension of the existing 12-inch watermain along the west side of North Crailsheim Road from its current location to the south to connect to the existing 8-inch watermain running along Fox Farm Road, in accordance with the City's Watermain Master Plan. The extension would complete the loop of the watermain in this section of the city. The total length

of the extension contains approximately 2,400 feet of 12-inch watermain. Hydrants at a maximum spacing of 800 feet provide flushing and nominal fire protection. As seen in Figure B of Appendix B, the proposed watermain is shown along the west edge of North Crailsheim Road. Final design will determine exact location of the watermain with construction avoiding the existing utilities, accounting for proposed improvements by the School and County, and a final burial depth on the watermain as close to 7 feet after filling in the ditch as practical. No impacts to North Crailsheim Road surface are anticipated with this project. Fox Farm Road will need a small bituminous patch where the connection to the existing watermain occurs. The cost estimates below reflect open cut construction of the watermain, but trenchless construction may be a viable alternative for this project.

## V. PROJECT COST AND FINANCING

The tables below show the total project cost for the improvement alternatives discussed. The City's Assessment Ordinance outlines the distribution of assessable costs of each of the improvement types shown. Appendix A, at the end of the report, provides detailed cost estimates for each of the project alternatives with the total project cost and the lateral cost.

### A. Estimated Project Cost

For the purposes of determining assessable project cost a distinction between the trunk line and lateral line construction costs must be determined. An 8" watermain, excluding fire hydrants, provides the basis for the lateral cost determination. The basis for the trunk cost determination is the cost for the needed upsizing of the watermain from 8" to 12" (the remaining project cost).

The total estimated cost of the water system work discussed above, including engineering and contingencies, is \$333,500.

Table 1 – Domestic Water System Estimated Project Cost	
Trunk Cost	\$66,910
Lateral Cost	\$213,790
Total	\$280,700

### B. Special Assessments

Special assessments for water distribution projects are levied in two components, trunk assessments and lateral assessments. In general, lateral assessments are levied to properties along a project based on the cost that would be incurred in constructing a watermain of the size and depth adequate for only providing service to abutting properties. Such lateral costs are based on the installation of an 8-inch main at 7 feet in depth (standard depth and size). The remaining costs would be defined as trunk costs or those additional costs associated with providing service to an area larger than that which abuts on the project. In the case of water distribution projects, the cost of installing hydrants is also defined as trunk costs. The estimated trunk and lateral costs of the proposed improvement are as defined above.

#### 1. Lateral Assessments

Lateral assessments are based on the lateral costs as previously defined and the rate determining frontage or Residential Equivalent Connections (RECs) applicable to the project. The lateral costs divided by the rate determining units establishes the assessment rate. The amount of assessments is equal to the assessment rate multiplied by assessable units. Assessable units may be less than rate determining units when a portion or portions

of the project abut property that is not benefitted by the project or is outside the corporate limits. Portions of the properties on the east side of North Crailsheim Road (side opposite of the location of the sewer and water mains) are not found to be benefitted nor proposed to be assessed at this time because it has been the recent practice of the City to not assess lateral benefit across highways such as North Crailsheim Road due to the physical barrier they tend to pose. The determination of lateral benefit on such a basis is consistent with previous projects having comparable circumstances such as Watermain Improvement 102 (water main on North Crailsheim south of Collegeway), Watermain Improvement 109 and Sanitary Sewer Improvement 112 (West Gateway Drive Sewer and Water Improvements). Only those properties having access to the mains without crossing North Crailsheim Road or will be connecting a water service as shown on the figures in Appendix B are proposed to be immediately assessed lateral benefit.

The selection of REC or frontage units tends to be based on the status of the abutting property. Frontage is generally used when assessments are to be levied to undeveloped property or properties that may be subdivided or rearranged. The use of frontage units yields a uniformly distributed rate which is beneficial in equitably reapportioning assessments at the time development or changes in property lines occurs. REC units are typically used where the number of individual connections or lots is able to be identified at the time the project is undertaken. In the case of this project it is proposed to utilize frontage units because all potential connections are not identifiable at this time.

As per past City practice, the rate determining frontage would be established on the basis of what would be potentially benefitted frontages if not for the separation created by county highways, being outside city limits or being undevelopable. The determination of lateral rates on such a basis is consistent with previous projects having comparable circumstances. The lateral assessment rate will therefore be equal to the lateral costs divided by the frontage that would abut each side of the length of the sanitary sewer or water main extension.

Table 2 –Lateral Assessment Rates		
Lateral Costs	Rate Determining Units	Lateral Rate
\$213,790	4,378.7	\$48.825

Properties that are not proposed to be assessed lateral benefit at this time will be subject to additional assessments in the future if connections (lateral or service) are made to the mains installed in the proposed improvement. This would be the case whether a service is extended under North Crailsheim Road, the wetland area is developed (wetland replacement required), or properties are annexed and subsequently utilize a main crossing of North Crailsheim Road.

## 2. Trunk Assessments

Trunk assessments are levied on the basis of area benefitted by a water extension and the current trunk assessment rate which is independent of a particular project's cost. The trunk rate is defined by ordinance and originates from a July 1975 determination of estimated costs for all trunk improvements needed at that time and the total area to be served by those improvements. An adjustment using a construction cost index maintains current value of the trunk rate. A trunk fund receives all trunk assessments and is utilized to retire those debt costs attributable to trunk project costs. The trunk fund may receive more or less assessments than trunk costs for each project undertaken. As with lateral assessments, only the areas shown on the figure in Appendix B is proposed to be

immediately subject to trunk sanitary sewer or water assessments as a result of the proposed improvements.

Similar to lateral assessments, properties or portions of properties that are not proposed to be assessed trunk benefit at this time will be subject to additional assessments in the future if the mains installed in the proposed improvement are utilized in one manner or the other. Additional trunk assessments are also levied as additional property is developed. In other words, as property is incorporated into a development that property will be subject to additional trunk assessments if not assessed at this time.

### 3. Estimated Assessments

Estimated assessments, trunk fund obligations, and “City Share” costs of the project are as follows:

Table 3 – Watermain Assessments			
	Lateral	Trunk	Total
Assessments	\$108,816.28	\$75,916.78	\$184,733.06
Trunk Funds(due to <sup>1</sup> )		(\$9,006.78)	(\$9,006.78)
City Share	\$104,973.72		\$104,973.72
Total	\$213,790.00	\$66,910.00	\$280,700.00

<sup>1</sup>Due to trunk fund for prior improvements

PIR bonding can provide initial financing for the proposed project. Until the receipt of bond proceeds, the City may need to temporarily use 401 Construction Fund reserves. Revenues from special assessments levied for the project along with the annual special tax levy required to recover the City share of the project would be utilized for bond repayment.

## VI. CONCLUSION

From an engineering standpoint, this project, as proposed, is feasible, cost effective and necessary for the development of the properties adjacent to North Crailsheim Road in the City of Worthington. The requesting of competitive bids for the project best accomplishes the proposed construction of watermain described in this report.

The preliminary estimated costs presented herein, have been prepared based on current, average bidding prices and are subject to variation due to construction timing, contractor workloads, etc. The cost estimates include the estimated cost of engineering and contract administration, but do not include the cost of any fiscal fees related to project financing.

## Appendix A: Preliminary Cost Estimates

# ENGINEER'S PRELIMINARY COST ESTIMATE INTERMEDIATE SCHOOL WATERMAIN EXTENSION

City of Worthington, MN

BMI Project No.: F18.121545



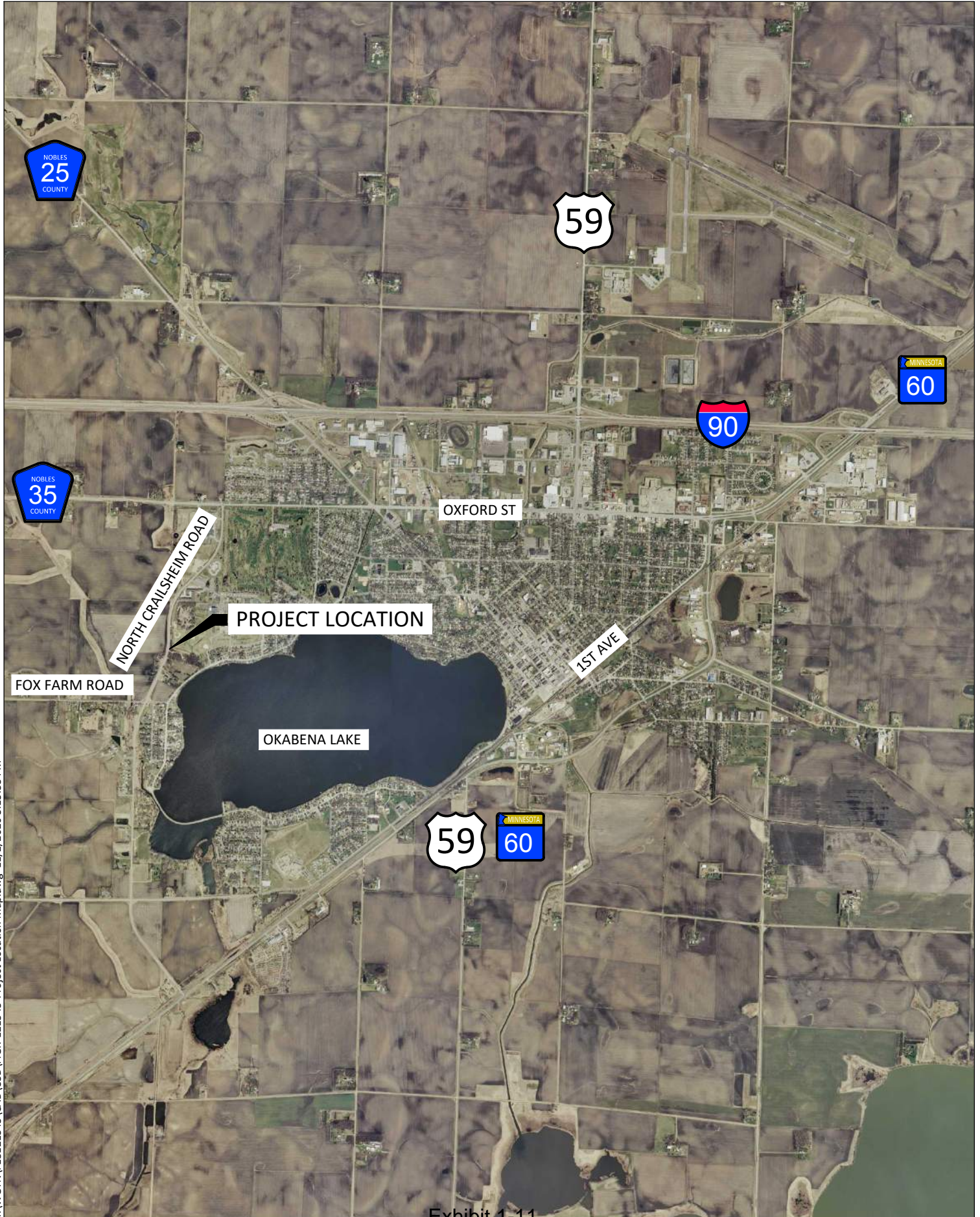
Real People. Real Solutions.

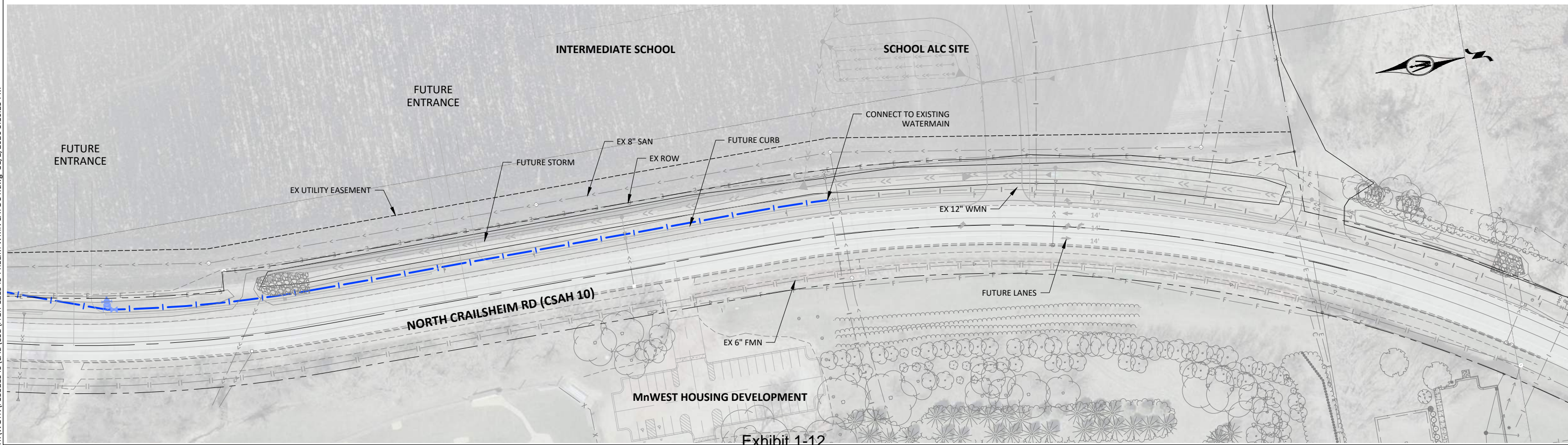
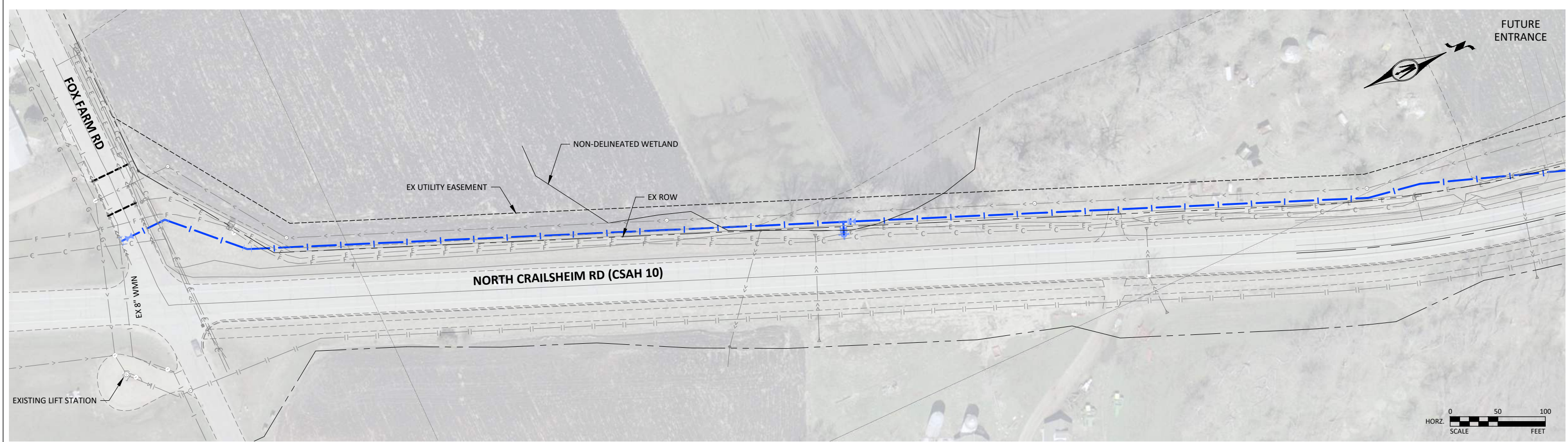
No.	Item	Unit	Unit Price	Total Quantity	Total Cost
1	MOBILIZATION	LS	\$15,000.00	1.00	\$ 15,000.00
2	TRAFFIC CONTROL	LS	\$5,000.00	1.00	\$ 5,000.00
3	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$10.00	100.00	\$ 1,000.00
4	SALVAGE & REINSTALL TOPSOIL	SQ YD	\$3.00	4,000.00	\$ 12,000.00
5	SALVAGE & REINSTALL SIGN	EA	\$400.00	3.00	\$ 1,200.00
6	BITUMINOUS PATCH	SY	\$100.00	100.00	\$ 10,000.00
7	SHOULDER AGGREGATE, CL 2	TON	\$16.00	200.00	\$ 3,200.00
8	GRANULAR BACKFILL (LV)	CU YD	\$12.00	200.00	\$ 2,400.00
9	GRANULAR FOUNDATION	TON	\$25.00	150.00	\$ 3,750.00
10	6" WATERMAIN	LF	\$35.00	50.00	\$ 1,750.00
11	12" WATERMAIN	LF	\$45.00	2,400.00	\$ 108,000.00
12	6" GATE VALVE & BOX	EA	\$1,800.00	2.00	\$ 3,600.00
13	12" GATE VALVE & BOX	EA	\$3,500.00	3.00	\$ 10,500.00
14	FIRE HYDRANT	EA	\$4,000.00	2.00	\$ 8,000.00
15	WATERMAIN FITTINGS	LBS	\$10.00	700.00	\$ 7,000.00
16	CONNECT TO EXISTING WATERMAIN	EA	\$1,500.00	3.00	\$ 4,500.00
17	PERMANENT STABILIZATION	AC	\$3,000.00	2.00	\$ 6,000.00
18	EROSION CONTROL	LS	\$4,000.00	1.00	\$ 4,000.00
19	MISCELLANEOUS CONSTRUCTION	LS	\$9,000.00	1.00	\$ 9,000.00
<b>Total Estimated Construction Cost</b>					<b>\$ 215,900.00</b>
10% Contingency					\$ 21,600.00
Design, Administration and Construction Engineering					\$ 43,200.00
<b>Total Estimated Project Cost</b>					<b>\$ 280,700.00</b>

## Lateral Water Cost

No.	Item	Unit	Unit Price	Total Quantity	Total Cost
1	MOBILIZATION	LS	\$11,000.00	1.00	\$ 11,000.00
2	TRAFFIC CONTROL	LS	\$4,000.00	1.00	\$ 4,000.00
3	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$10.00	100.00	\$ 1,000.00
4	SALVAGE & REINSTALL TOPSOIL	SQ YD	\$3.00	4,000.00	\$ 12,000.00
5	SALVAGE & REINSTALL SIGN	EA	\$400.00	3.00	\$ 1,200.00
6	BITUMINOUS PATCH	SY	\$100.00	100.00	\$ 10,000.00
7	SHOULDER AGGREGATE, CL 2	TON	\$16.00	200.00	\$ 3,200.00
8	GRANULAR BACKFILL (LV)	CU YD	\$12.00	200.00	\$ 2,400.00
9	GRANULAR FOUNDATION	TON	\$25.00	150.00	\$ 3,750.00
10	8" WATERMAIN	LF	\$35.00	2,400.00	\$ 84,000.00
11	8" GATE VALVE & BOX	EA	\$2,300.00	3.00	\$ 6,900.00
12	WATERMAIN FITTINGS	LBS	\$10.00	454.00	\$ 4,540.00
13	CONNECT TO EXISTING WATERMAIN	EA	\$1,500.00	3.00	\$ 4,500.00
14	PERMANENT STABILIZATION	AC	\$3,000.00	2.00	\$ 6,000.00
15	EROSION CONTROL	LS	\$3,000.00	1.00	\$ 3,000.00
16	MISCELLANEOUS CONSTRUCTION	LS	\$7,000.00	1.00	\$ 7,000.00
<b>Total Estimated Construction Cost</b>					<b>\$ 164,490.00</b>
10% Contingency					\$ 16,400.00
Design, Administration and Construction Engineering					\$ 32,900.00
<b>Total Estimated Lateral Cost</b>					<b>\$ 213,790.00</b>

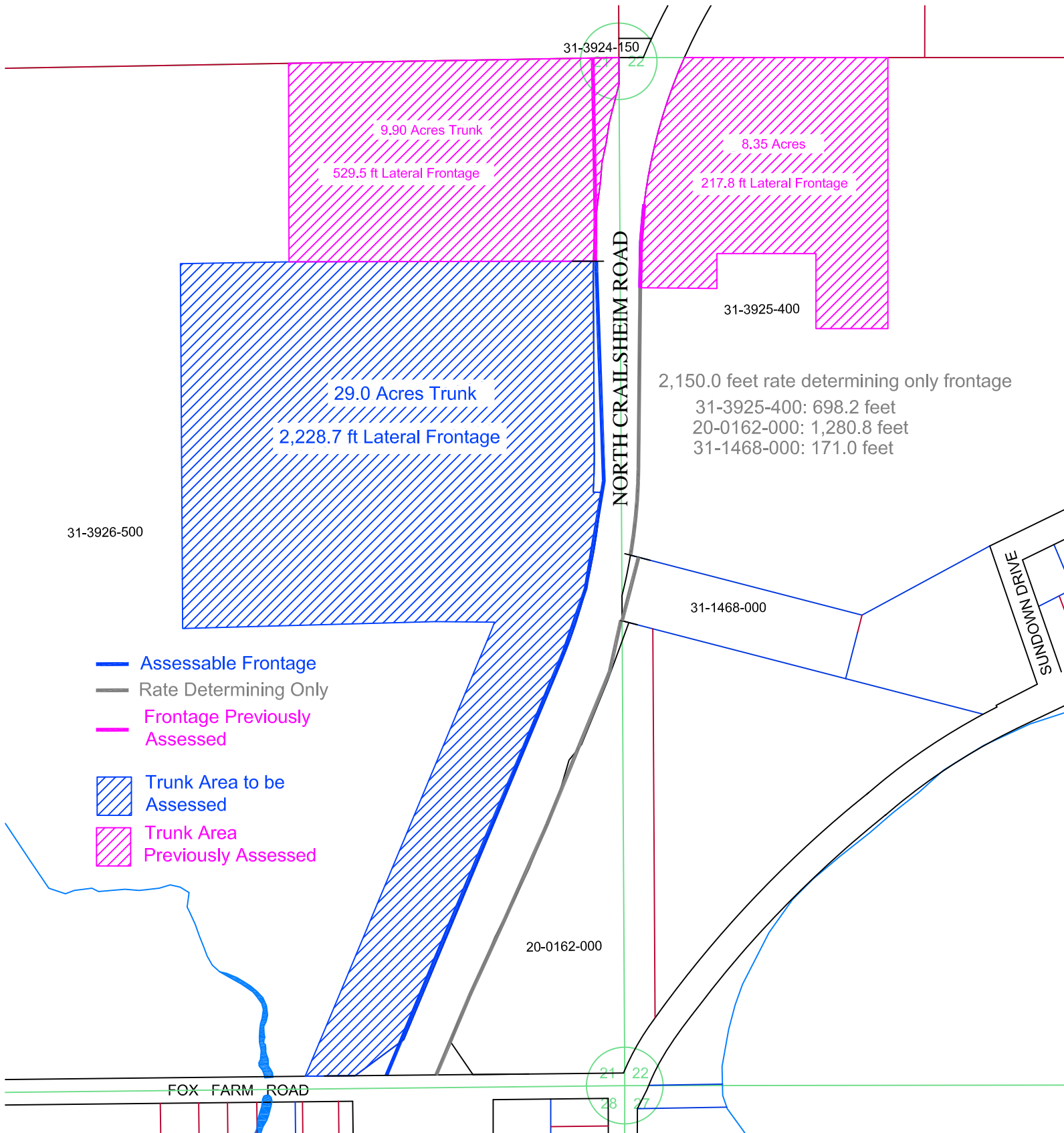
## Appendix B: Figures





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Exhibit 1-12



**RESOLUTION NO. 2020-\_\_\_\_-\_\_\_\_****RECEIVING REPORT AND CALLING FOR HEARING  
ON PROPOSED IMPROVEMENT**

**WHEREAS**, Pursuant to Resolution No. 2020-06-39 of the Council passed on June 8, 2020, a report has been prepared by Bolton and Menk, Inc. with reference to the improvement of the following described street by extension of the municipal water distribution system:

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

and this report was received by the Council on November 9, 2020; and

**WHEREAS**, the report provides information regarding whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

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

**1.** The City Council will consider the improvement of said street by extension of the municipal water distribution system, in accordance with the report, and the assessment of the abutting properties for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429, at an estimated total cost of the improvement of \$280,700.

**2.** The City Council will also consider, in accordance with the report and MS 429.051, the assessment of additional benefit, estimated at \$9,010 to said properties, or portions thereof, from other trunk water distribution system improvements.

**3.** A public hearing shall be held on such proposed improvements on December 14, 2020, in the Council Chambers of City Hall at 7:00 p.m. and the Clerk shall give mailed and published notice of such hearing and improvement as required by law.

Adopted by the City Council of the City of Worthington, Minnesota, this the 9th day of November, 2020.

(SEAL)

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Mike Kuhle, Mayor

Attest: \_\_\_\_\_

Mindy L. Eggers, City Clerk

# Estimated Assessment Roll

## North Crailsheim Road

### Water Main Improvement

Hearing on Proposed Improvement - December 14, 2020

Property Owner	Legal Description	County Tax Parcel id	Assessable Area in Acres	Trunk Assessable Rate Per Acre	Trunk Assessment	Lateral Assessable Length in Feet	Lateral Assessable Rate Per Foot	Lateral Assessment	Total Water Main Assessment	Rate only		
Jay A. and Julie R. Gerber	<b>Collegeview Heights Addition</b>											
	Lots 1 through 8 and vacated Betty Avenue abutting Lots 1 through 8, Block 4	31-1468-000	0.00	@	\$2,617.82	\$0.00	0.0	@	\$48.8250	\$0.00	\$0.00	171.0
State of Minnesota MN Community College System	<b>Unplatted Property Section 22-T102N-R40W</b>											
	46 acre tract of a 67 acre tract in the Southwest Quarter.	31-3925-400	0.00	@	\$2,617.82	\$0.00	0.0	@	\$48.8250	\$0.00	\$0.00	698.2
Independent School District 518	<b>Unplatted Property Section 21-T102N-R40W</b>											
	155.29 acre tract in the Southeast Quarter	31-3926-500	29.00	@	\$2,617.82	\$75,916.78	2228.7	@	\$48.8250	\$108,816.28	\$184,733.06	
Walter E. Vogt	6.71 acre tract in the Southeast Quarter and west 80 feet of the south part of Lot 4 in the Southwest Quarter of Sec 22-102-40	20-0162-000 (1)	0.00	@	\$2,617.82	\$0.00	0.0	@	\$48.8250	\$0.00	\$0.00	1280.8
Total Assessment			29	@	\$2,617.82	\$75,916.78	2,228.7	@	\$48.8250	\$108,816.28	\$184,733.06	2,150.0

(1) Currently outside corporate limits.

## Summary of Estimated Cost North Crailsheim Road Proposed Water Main Improvement

### ESTIMATED COST OF IMPROVEMENT

Trunk Cost of Current Improvement	\$66,910.00
Lateral Cost	\$213,790.00
Non Rate Determining Costs	\$0.00
Total Cost of Current Improvement	\$280,700.00
Trunk Cost Attributable to Prior Improvements	\$9,006.78
<b>Total Cost of Improvement Including Prior Improvements</b>	<b>\$289,706.78</b>

### Trunk Rate Calculations

<b>Assessable Trunk Units of Area in Acres</b>	29.00
Contract Date:	04/09/2018
Contract Date ENR Index:	11,769.71
Base ENR Index, July 1975	2248
Base Rate, July 1975	\$500
<b>Assessable Trunk Rate per Acre</b>	<b>\$2,617.82</b>

### Lateral Rate Calculations

Lateral Cost	\$213,790.00
Total Rate Determining Feet	4378.70
<b>Assessable Lateral Rate per Foot</b>	<b>\$48.8250</b>

### DISTRIBUTION OF ESTIMATED COST

#### Property Owner Share of Improvement Cost

<b>Trunk</b>	
Assessable Units in Acres	29.00
Assessments Receivable	\$75,916.78
<b>Lateral</b>	
Assessable Units in Feet	2228.70
Assessments Receivable	\$108,816.28
<b>Total Assessments Receivable</b>	<b>\$184,733.06</b>
Percent of Total Proposed Cost of Improvement	63.77%

#### Water Main Trunk Account

Assessable Trunk Costs	\$75,916.78
Trunk Costs of Current Improvement	\$66,910.00
<b>Due to Trunk Account for Prior Improvements</b>	<b>\$9,006.78</b>

#### City Share of Improvement Cost

##### **Non-Assessable**

Lateral	
Non-Assessable Frontage and Amounts	2150.0 ' @ \$48.8250
	\$104,973.75
Non Rate Determining Cost	
Designated Non-Assessable	\$0.00
Rounding Adjustment	-\$0.03
<b>Total City Share of Non-Assessable Cost</b>	<b>\$104,973.72</b>

##### **Assessable**

Lateral	
Assessable Cost designated as City Share	\$0.00

<b>Total City Share of Improvement</b>	<b>\$104,973.72</b>
Percent of Total Proposed Cost of Improvement	36.23%

<b>Total Estimated Cost of Improvement including Prior Improvements</b>	<b>\$289,706.78</b>
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**COMMUNITY/ECONOMIC DEVELOPMENT MEMO**

**DATE: NOVEMBER 9, 2020**  
**TO: HONORABLE MAYOR AND CITY COUNCIL**  
**SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW**

**CASE ITEMS****1. DEVELOPMENT AGREEMENT (CLARK UNLIMITED PROPERTIES, LLC)**

At its September 28, 2020 meeting, the Council approved a proposed set of terms for a development agreement to provide tax increment financing (TIF) assistance to Clark Unlimited Properties, LLC for the rehabilitation of the historic Hotel Thompson building. The terms approved at the meeting are shown in Exhibit 1A and 1B. The City's legal counsel, Dorsey and Whitney, and the City's financial consultant, Ehlers Inc., have used the agreed upon terms to draft the development agreement shown in Exhibit 1C. The terms outlined in the agreement include:

- The City will require approval of construction plans, execution of the TIF agreement, and sufficient need and means for the Developer to execute the project successfully
- Total project costs are anticipated to be approximately \$2.95mil
- The repairs will be completed by August 1, 2021
- The City will provide up to \$937,727 (\$479,223 present value) or 26 years of TIF for the project, whichever comes first
- The City will provide an approximately \$131k grant and purchase roofing materials from the Developer
- Per the City's Municipal Subsidy Policy, the district will be structured as a pay-as-you-go district where payments will be made to the Developer over the life of the 25-year district
- The TIF note will be issued upon completion of the minimum improvements and demonstration of the total qualified costs
- The anticipated assessment cost after the repairs is projected at \$2.6 million
- The developer will reimburse the City for 100% of the costs associated with establishing the district (projected to be approximately \$35k). The City will retain \$4,300.00 from the semi-annual TIF payments for the first five years (2022-2026), a total of \$43,000.00, to reimburse the City for its legal expenses associated with establishing the district, including five (5) percent interest
- The City will retain 10% of the annual increment to cover administrative costs, including planning, management, and oversight of the district
- The developer cannot transfer the property, TIF note, or agreement without City consent

The proposed agreement shown in Exhibit 1C is between the Developer, Clark Unlimited Properties, LLC, and the Worthington EDA. However, the Amended and Restated

Enabling Resolution that established the EDA's legal authority requires that the City Council must approve any TIF district established by the EDA. The City Council is asked to consider approval of the proposed agreement and authorize the Mayor and City Clerk to execute the documents. The agreement will then be forwarded to the Worthington EDA for consideration of approval.

Council action is requested.

## **2. CONTRACT FOR SERVICES (BOLTON & MENK)**

The City of Worthington EDA owns parcel 31-3850-000, approximately 82.4 acres located west of Highway 59 south of 27th Street. City staff have received a request from Cemstone to purchase the portion of parcel 31-3850-000 shown in Exhibit 2A. They would like to construct a ready-mix concrete facility on the north portion of the parcel and a small retail facility on the south portion of the parcel. It is expected that traffic from the ready-mix facility would utilize 27th Street and the retail customers would utilize an extension of the current Bioscience Drive.

City staff fielded a similar request regarding what would eventually become Bedford Technologies, located on nearby parcel 31-3850-250 directly to the east of parcel 31-3850-000. At that time, City staff enlisted the services of SEH, Inc. to assist with future development plans for the area given the proposed location of the Bedford Technologies facility. City staff would like to enlist the services of Bolton & Menk to similarly analyze and evaluate the configuration of the proposed Cemstone parcel through the lens of efficient use of land, lot configurations, property marketability to different commercial and industrial uses, and overall compatibility with other parts of the industrial park. City staff has received the proposed task order to agreement shown in Exhibit 2B for the above-referenced professional services. The agreement is structured as an hourly not-to-exceed of \$5,500.00 and the deliverables (a memo regarding the above-referenced considerations) will be provided no later than December 11, 2020. The Community Development department has adequate funds in its 2020 budget for reports and studies to cover the costs outlined in the proposed agreement.

The City's Economic Development Subcommittee has reviewed the proposed development and has instructed staff to explore the proposed project further. However, the EDA has not yet reviewed the request submitted by Cemstone. As such, staff is requesting some general feedback on the proposed development by the EDA members present before moving forward with the agreement. The Worthington Planning Commission will also discuss this topic at the November 2020 Planning Commission meeting and a City staff member will forward the discussion from the Planning Commission meeting to the City Council on November 9.

Council is requested to consider approval of the proposed agreement shown in Exhibit 2B and authorizing the Mayor and Clerk to execute the document.

**3. HOUSING AND REDEVELOPMENT AUTHORITY PROJECT (PARCEL #31-1604-500)**

As discussed at the August 25, 2020 City EDA meeting, City staff has been working on developing an inventory of City and EDA-owned property that is available to be utilized for economic development. While compiling this information, City staff discovered two City-owned properties that are currently zoned for residential land uses. The two locations have been discussed by the City HRA and the HRA has subsequently enlisted the services of Stacy Dilly of JD Drafting and Designs to explore proposed development for the sites. Mr. Dilly has provided the HRA with a possible site plan for parcel 31-1604-500, approximately 0.33 acres located south of Okabena Street west of Second Avenue. An aerial map of the subject property is shown in Exhibit 3A. The proposed site plan is shown in Exhibit 3B.

The HRA is still investigating if the site and proposed development are financially feasible, but staff is requesting the City Council's feedback on providing the site to the HRA for the development. Staff is requesting that the City Council consider transferring the property to the City EDA, who would provide the property to the HRA at a minimal cost as a financial contribution to the creation of new market rate rental housing units in the City of Worthington.

Council discussion regarding the proposed project and financial contribution is requested.

## 2020 Thompson Hotel Redevelopment – Proposed Deal Terms

Draft 9/24/2020

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

1. Developer: Clark Unlimited Properties, LLC
2. Property: Parcel number 31-0113-000 located at 1009 – 3<sup>rd</sup> Avenue in the City of Worthington. (private acquisition by Developer)
3. Developer Conditions:
  - a. Tax Increment Financing Public Hearing
  - b. Execution of TIF Agreement
4. City Conditions:
  - a. City approval of Construction Plans
  - b. Tax Increment Financing Public Hearing
  - c. Execution of TIF Agreement
  - d. City determination that Developer has sufficient financial need and means to construct Minimum Improvements
5. Minimum Improvements: Improvements to the property will include acquisition of the Property, site improvements and infrastructure necessary to facilitate redevelopment of the former Thompson Hotel. The redevelopment will include the rehabilitation of 39 units of rental housing and approximately 21,650 square feet of commercial space in the basement and first level. Total Development Costs are anticipated to be \$2,948,455
6. Construction Schedule: Commence construction by August 1, 2020 and completed by August 1, 2021.
7. Public Assistance: The City has created a redevelopment TIF District to encompass the area of the Property. The City will reimburse Developer from available tax increments for up to \$479,223 (present value) of qualified costs related to the Minimum Improvements. In addition, the City will provide:
  - a) A \$103,560 grant for repairing the roof and boiler; and
  - b) \$82,840 from City purchase of roofing materials from the developer.

Tax increment payments will be issued on a pay-as-you-go basis over the term of the new redevelopment TIF District. Non-compounding, simple interest will accrue at the lesser of 1) 5.0% per annum, or 2) the developer's private financing rate for the permanent loan.
8. Issuance of TIF Note: The TIF Note will be issued upon completion of the Minimum Improvements (as evidenced by a Certificate of Completion from the City) and demonstration of Total Qualified Costs.
9. Building Value: The Minimum Improvements to be constructed upon the Property is anticipated to have an assessed value of approximately \$2.6 million.
10. No Waiver of City Fees: Developer shall be responsible for payment of all applicable City permit or other fees.
11. TIF Administrative Costs: 10% of tax increment generated from the Redevelopment TIF District is anticipated to be retained by the City for administrative costs related to the planning, management, and oversight of the Redevelopment TIF District.

The costs of establishing the TIF district and out-of-pocket legal, financial consultant and administrative fees associated with this transaction will be paid by the City using the 10% retained for Administration.

12. City Retained TIF: The City will retain \$4,300 semi-annually for 5 years from August 1, 2022 through February 1, 2027 (present value \$35,000). These funds will be used to pay a portion of the interfund loan for the City's project related expenses.
13. Miscellaneous:
  - a. During the term of assistance, no transfers of Property, TIF Note or TIF Agreement without City consent.
  - b. Developer covenants to pay property taxes and maintain customary insurance.
  - c. Costs eligible for TIF reimbursement must comply with the TIF Act.
  - d. Developer agrees to not petition to reduce the market value during the term of the TIF assistance.
  - e. Priority of funds:
    - a. City retains 10% for administration
    - b. City retains \$4,300 semi-annually from August 1, 2022 through February 1, 2027
    - c. Developer receives the balance of TIF up to a principal amount of \$479,223 with an interest rate of 5%



Tax Increment Financing District No. 18: Thompson Hotel Redevelopment

City of Worthington, MN

Mixed Use with Commercial and 41 Units of Rental Housing

ASSUMPTIONS AND RATES

DistrictType:	Redevelopment
District Name/Number:	TIF 18
County District #:	TBD
First Year Construction or Inflation on Value	2020
Existing District - Specify No. Years Remaining	
Inflation Rate - Every Year:	1.30%
Interest Rate:	5.00%
Present Value Date:	1-Feb-21
First Period Ending	1-Aug-21
Tax Year District was Certified:	Pay 2020
Cashflow Assumes First Tax Increment For Development:	2022
Years of Tax Increment	26
Assumes Last Year of Tax Increment	2047
Fiscal Disparities Election [Outside (A), Inside (B), or NA]	NA
Incremental or Total Fiscal Disparities	NA
Fiscal Disparities Contribution Ratio	NA
Fiscal Disparities Metro-Wide Tax Rate	NA
Maximum/Frozen Local Tax Rate:	122.383% Pay 2020
Current Local Tax Rate: (Use lesser of Current or Max.)	122.383% Pay 2020
State-wide Tax Rate (Comm./Ind. only used for total taxes)	38.8460% Pay 2020
Market Value Tax Rate (Used for total taxes)	0.27560% Pay 2020

Tax Rates		
Exempt Class Rate (Exempt)		0.00%
Commercial Industrial Preferred Class Rate (C/I Pref.)		
First	\$150,000	1.50%
Over	\$150,000	2.00%
Commercial Industrial Class Rate (C/I)		2.00%
Rental Housing Class Rate (Rental)		1.25%
Affordable Rental Housing Class Rate (Aff. Rental)		
First	\$150,000	0.75%
Over	\$150,000	0.25%
Non-Homestead Residential (Non-H Res. 1 Unit)		
First	\$500,000	1.00%
Over	\$500,000	1.25%
Homestead Residential Class Rate (Hmstd. Res.)		
First	\$500,000	1.00%
Over	\$500,000	1.25%
Agricultural Non-Homestead		1.00%

BASE VALUE INFORMATION (Original Tax Capacity)

PID	Owner	Address	Land Market Value	Building Market Value	Total Market Value	Percentage Of Value Used for District	Original Market Value	Tax Year Original Market Value	Property Tax Class	Current Original Tax Capacity	Class After Conversion	After Conversion Orig. Tax Cap.	Area/ Phase
31-0113-000		1009 - 3rd Ave.	58,000	229,900	287,900	100%	287,900	Pay 2020		4,663		4,663	1
			58,000	229,900	287,900		287,900			4,663		4,663	

Note:

1. Base values are for pay 2020 based upon review of County website on January 7, 2020.



**Tax Increment Financing District No. 18: Thompson Hotel Redevelopment**  
**City of Worthington, MN**  
**Mixed Use with Commercial and 41 Units of Rental Housing**

PROJECT INFORMATION (Project Tax Capacity)												
New Use	Estimated Market Value Per Sq. Ft./Unit	Taxable Market Value Per Sq. Ft./Unit	Total Sq. Ft./Units	Total Taxable Market Value	Property Tax Class	Project Tax Capacity	Project Tax Capacity/Unit	Percentage Completed 2020	Percentage Completed 2021	Percentage Completed 2022	Percentage Completed 2023	First Year Full Taxes Payable
Retail	70	70	21,650	500,000	C/I Pref.	9,250	0	50%	100%	100%	100%	2023
Apartments	85,000	85,000	39	2,100,000	Rental	26,250	673	50%	100%	100%	100%	2023
TOTAL				2,600,000		35,500						
Subtotal Residential			39	2,100,000		26,250						
Subtotal Commercial/Ind.			21,650	500,000		9,250						

**Note:**  
1. Market values are based upon estimates from the County Assessor and comparable new development in the City.

TAX CALCULATIONS									
New Use	Total Tax Capacity	Fiscal Disparities Tax Capacity	Local Tax Capacity	Local Property Taxes	Fiscal Disparities Taxes	State-wide Property Taxes	Market Value Taxes	Total Taxes	Taxes Per Sq. Ft./Unit
Retail	9,250	0	9,250	11,320	0	3,011	1,378	15,709	0.73
Apartments	26,250	0	26,250	32,126	0	0	5,788	37,913	972.13
TOTAL	35,500	0	35,500	43,446	0	3,011	7,166	53,622	

**Note:**  
1. Taxes and tax increment will vary significantly from year to year depending upon values, rates, state law, fiscal disparities and other factors which cannot be predicted.

WHAT IS EXCLUDED FROM TIF?	
Total Property Taxes	53,622
less State-wide Taxes	(3,011)
less Fiscal Disp. Adj.	0
less Market Value Taxes	(7,166)
less Base Value Taxes	(5,707)
Annual Gross TIF	37,739

MARKET VALUE BUT / FOR ANALYSIS	
Current Market Value - Est.	287,900
New Market Value - Est.	2,600,000
Difference	2,312,100
Present Value of Tax Increment	574,948
Difference	1,737,152
Value likely to occur without Tax Increment is less than:	1,737,152



Tax Increment Financing District No. 18: Thompson Hotel Redevelopment  
City of Worthington, MN  
Mixed Use with Commercial and 41 Units of Rental Housing

TAX INCREMENT CASH FLOW

% of OTC	Project Tax Capacity	Original Tax Capacity	Fiscal Disparities NA	Captured Tax Capacity	Local Tax Rate	Annual Gross Tax Increment	Semi-Annual Gross Tax Increment	State Auditor 0.36%	Admin. at 10%	Pooling for City Reimbursement	Semi-Annual Net Tax Increment	Semi-Annual Present Value	PERIOD ENDING Yrs.	Tax Year	Payment Date
							-	-	-	-	-	-			08/01/21
							-	-	-	-	-	-			02/01/22
100%	17,750	(4,663)	-	13,087	122.383%	16,016	8,008	(29)	(798)	(4,300)	2,881	2,676	0.5	2022	08/01/22
							8,008	(29)	(798)	(4,300)	2,881	5,286	1	2022	02/01/23
100%	35,500	(4,663)	-	30,837	122.383%	37,739	18,870	(68)	(1,880)	(4,300)	12,622	16,442	1.5	2023	08/01/23
							18,870	(68)	(1,880)	(4,300)	12,622	27,325	2	2023	02/01/24
100%	35,962	(4,663)	-	31,299	122.383%	38,304	19,152	(69)	(1,908)	(4,300)	12,875	38,156	2.5	2024	08/01/24
							19,152	(69)	(1,908)	(4,300)	12,875	48,723	3	2024	02/01/25
100%	36,429	(4,663)	-	31,766	122.383%	38,876	19,438	(70)	(1,937)	(4,300)	13,131	59,238	3.5	2025	08/01/25
							19,438	(70)	(1,937)	(4,300)	13,131	69,496	4	2025	02/01/26
100%	36,903	(4,663)	-	32,240	122.383%	39,456	19,728	(71)	(1,966)	(4,300)	13,391	79,702	4.5	2026	08/01/26
							19,728	(71)	(1,966)	(4,300)	13,391	89,659	5	2026	02/01/27
100%	37,382	(4,663)	-	32,719	122.383%	40,043	20,021	(72)	(1,995)		17,954	102,683	5.5	2027	08/01/27
							20,021	(72)	(1,995)		17,954	115,390	6	2027	02/01/28
100%	37,868	(4,663)	-	33,205	122.383%	40,638	20,319	(73)	(2,025)		18,221	127,971	6.5	2028	08/01/28
							20,319	(73)	(2,025)		18,221	140,246	7	2028	02/01/29
100%	38,361	(4,663)	-	33,698	122.383%	41,240	20,620	(74)	(2,055)		18,491	152,398	7.5	2029	08/01/29
							20,620	(74)	(2,055)		18,491	164,254	8	2029	02/01/30
100%	38,859	(4,663)	-	34,196	122.383%	41,850	20,925	(75)	(2,085)		18,765	175,992	8.5	2030	08/01/30
							20,925	(75)	(2,085)		18,765	187,443	9	2030	02/01/31
100%	39,364	(4,663)	-	34,701	122.383%	42,469	21,234	(76)	(2,116)		19,042	198,781	9.5	2031	08/01/31
							21,234	(76)	(2,116)		19,042	209,842	10	2031	02/01/32
100%	39,876	(4,663)	-	35,213	122.383%	43,095	21,547	(78)	(2,147)		19,323	220,792	10.5	2032	08/01/32
							21,547	(78)	(2,147)		19,323	231,475	11	2032	02/01/33
100%	40,395	(4,663)	-	35,732	122.383%	43,729	21,865	(79)	(2,179)		19,607	242,051	11.5	2033	08/01/33
							21,865	(79)	(2,179)		19,607	252,369	12	2033	02/01/34
100%	40,920	(4,663)	-	36,257	122.383%	44,372	22,186	(80)	(2,211)		19,896	262,584	12.5	2034	08/01/34
							22,186	(80)	(2,211)		19,896	272,549	13	2034	02/01/35
100%	41,452	(4,663)	-	36,789	122.383%	45,023	22,512	(81)	(2,243)		20,187	282,414	13.5	2035	08/01/35
							22,512	(81)	(2,243)		20,187	292,038	14	2035	02/01/36
100%	41,991	(4,663)	-	37,328	122.383%	45,683	22,841	(82)	(2,276)		20,483	301,565	14.5	2036	08/01/36
							22,841	(82)	(2,276)		20,483	310,859	15	2036	02/01/37
100%	42,536	(4,663)	-	37,873	122.383%	46,351	23,175	(83)	(2,309)		20,783	320,060	15.5	2037	08/01/37
							23,175	(83)	(2,309)		20,783	329,036	16	2037	02/01/38
100%	43,089	(4,663)	-	38,426	122.383%	47,027	23,514	(85)	(2,343)		21,086	337,921	16.5	2038	08/01/38
							23,514	(85)	(2,343)		21,086	346,590	17	2038	02/01/39
100%	43,650	(4,663)	-	38,987	122.383%	47,713	23,856	(86)	(2,377)		21,393	355,170	17.5	2039	08/01/39
							23,856	(86)	(2,377)		21,393	363,541	18	2039	02/01/40
100%	44,217	(4,663)	-	39,554	122.383%	48,407	24,204	(87)	(2,412)		21,705	371,826	18.5	2040	08/01/40
							24,204	(87)	(2,412)		21,705	379,910	19	2040	02/01/41
100%	44,792	(4,663)	-	40,129	122.383%	49,111	24,555	(88)	(2,447)		22,020	387,911	19.5	2041	08/01/41
							24,555	(88)	(2,447)		22,020	395,717	20	2041	02/01/42
100%	45,374	(4,663)	-	40,711	122.383%	49,823	24,912	(90)	(2,482)		22,340	403,443	20.5	2042	08/01/42
							24,912	(90)	(2,482)		22,340	410,980	21	2042	02/01/43
100%	45,964	(4,663)	-	41,301	122.383%	50,545	25,273	(91)	(2,518)		22,664	418,441	21.5	2043	08/01/43
							25,273	(91)	(2,518)		22,664	425,719	22	2043	02/01/44
100%	46,561	(4,663)	-	41,898	122.383%	51,277	25,638	(92)	(2,555)		22,991	432,922	22.5	2044	08/01/44
							25,638	(92)	(2,555)		22,991	439,950	23	2044	02/01/45
100%	47,167	(4,663)	-	42,504	122.383%	52,017	26,009	(94)	(2,592)		23,324	446,906	23.5	2045	08/01/45
							26,009	(94)	(2,592)		23,324	453,692	24	2045	02/01/46
100%	47,780	(4,663)	-	43,117	122.383%	52,768	26,384	(95)	(2,629)		23,660	460,407	24.5	2046	08/01/46
							26,384	(95)	(2,629)		23,660	466,959	25	2046	02/01/47
100%	48,401	(4,663)	-	43,738	122.383%	53,528	26,764	(96)	(2,667)		24,001	473,444	25.5	2047	08/01/47
							26,764	(96)	(2,667)		24,001	479,770	26	2047	02/01/48
Total							1,147,100	(4,130)	(114,297)	(43,000)	985,674				
Present Value From 02/01/2021							574,948	(2,070)	(57,288)	(35,820)	479,770				

**DRAFT 10/5/2020**

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REDEVELOPMENT AGREEMENT

IN

REDEVELOPMENT PROJECT NO. 5

AND

TAX INCREMENT FINANCING DISTRICT NO. 18: THOMPSON HOTEL

WORTHINGTON,  
NOBLES COUNTY, MINNESOTA

By and Among

ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF WORTHINGTON,  
CITY OF WORTHINGTON, MINNESOTA

And

CLARK UNLIMITED PROPERTIES, LLC

for the

THOMPSON HOTEL REDEVELOPMENT PROJECT

\_\_\_\_\_

Dated as of November \_\_\_\_, 2020

\_\_\_\_\_

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This Document Was Drafted By:

DORSEY & WHITNEY LLP (GIT)  
Suite 1500  
50 South Sixth Street  
Minneapolis, Minnesota 55402

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## REDEVELOPMENT AGREEMENT

THIS Redevelopment Agreement (this “Agreement”), made and entered into as of this \_\_\_\_\_ day of November, 2020, by and among the ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF WORTHINGTON, a body corporate and politic, duly organized under the laws of the State of Minnesota (the “EDA”), the CITY OF WORTHINGTON, a municipal corporation and political subdivision of the State of Minnesota (the “City”), and CLARK UNLIMITED PROPERTIES, LLC, a Minnesota limited liability company (the “Developer”).

WITNESSETH:

WHEREAS, the EDA has designated a Redevelopment District in the City denominated the Redevelopment Project No. 5 (the “Redevelopment District”) and adopted a Redevelopment Plan (the “Redevelopment Plan”) therefor, pursuant to and in accordance with Minnesota Statutes (“M.S.”), Sections 469.090 through 469.1082, as amended; and

WHEREAS, the City adopted a resolution establishing Tax Increment Financing District No. 18: Thompson Hotel, a “redevelopment district” (the “TIF District”) pursuant to M.S., Section 469.174, Subdivision 10, and approved a Tax Increment Financing Plan therefor (the “TIF Plan”); and

WHEREAS, in order to achieve the objectives of the Redevelopment Plan and the TIF Plan, the EDA intends to provide assistance to the Developer through tax increment financing, as described in M.S., Sections 469.174 through 469.1794 (the “TIF Act”), to finance redevelopment of the former Thompson Hotel, including the rehabilitation of 39 units of rental housing and approximately 21,650 square feet of commercial space in the basement and first level (the “Project”);

WHEREAS, the EDA has determined that, in order to accomplish the purposes specified in and to carry out the Redevelopment Plan and the TIF Plan, it is necessary and desirable for the EDA to reimburse the Developer for certain costs to be incurred and paid by the Developer in connection with the Project; and

WHEREAS, the City will apply tax increment revenues generated from the TIF District to (i) pay or reimburse the City for administrative expenses relating to the TIF District to the extent permitted by the TIF Act and (ii) reimburse the Developer, with interest, for certain costs incurred in connection with the construction of the Minimum Improvements (defined below) associated with the Project; and

WHEREAS, the EDA and the City believe that the development activities associated with the Project pursuant to this Agreement are in the best interests of the City and benefit the health, safety, morals and welfare of its residents, and comply with the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual obligations set forth in this Agreement, the parties hereto hereby agree as follows:

ARTICLE 1  
Definitions

1.01. Definitions.

In this Agreement, unless a different meaning clearly appears from the context:

“Act” means M.S., Sections 469.090 through 469.1082.

“Agreement” means this Agreement, as the same may be from time to time modified, amended or supplemented.

“Available Tax Increment” means 90 percent (90%) of the tax increment revenues generated by the Project, as computed pursuant to M.S., Section 469.177, as amended from time to time, less \$4,300 that the City shall retain semi-annually for 5 years from August 1, 2022 through February 1, 2027, to pay a portion of the interfund loan for the City’s project related expenses.

“Business Subsidies Act” means M.S., Sections 116J.993 through 116J.995.

“Certificate of Completion” means a certification in the form attached hereto as Exhibit D, to be provided to the Developer pursuant to this Agreement.

“City” means the City of Worthington, Minnesota.

“City Council” means the City Council of the City.

“Construction Plans” means the plans, specifications, drawings and related documents for the construction work to be performed by the Developer on the Development Property.

“County” means Nobles County, Minnesota, a political subdivision of the State of Minnesota.

“Default Notice” means written notice from the City to the Developer setting forth the Event of Default and the action required to remedy the same.

“Developer” means Clark Unlimited Properties, LLC, a limited liability company under the laws of the State of Minnesota.

“Development Property” means the real property described in Exhibit A attached hereto.

“Event of Default” means as any of the events set forth in Section 7.01 hereof.

“EDA” means the Economic Development Authority of the City of Worthington, a body corporate and politic, duly organized under the laws of the State.

“Legal and Administrative Expenses” means the fees and expenses incurred by the City or EDA in connection with review and analysis of the development proposed under this Agreement with the adoption and administration of the TIF Plan and establishment of the TIF District, the

preparation of this Agreement and the issuance of the TIF Note including, but not limited to, attorney and municipal advisor fees and expenses;

“Minimum Improvements” means the minimum improvements to be undertaken by the Developer as a part of the Project on the Development Property all as further described in Exhibit C attached hereto.

“Mortgage” means any mortgage made by the Developer which covers, in whole or in part, the Development Property.

“Mortgagee” means the owner or holder of a Mortgage.

“M.S.” means Minnesota Statutes.

“Project” means the redevelopment of the former Thompson Hotel, including the rehabilitation of 39 units of rental housing and approximately 21,650 square feet of commercial space in the basement and first level.

“Property” means the Property described in Exhibit A to this Agreement.

“Public Assistance” means the Available Tax Increment to be paid under Article 5 hereof.

“Qualified Costs” means costs incurred by Developer in connection with construction of the Minimum Improvements that are reimbursable from tax increment pursuant to Sections 469.174, Subd. 10 and 469.1761 of the TIF Act, which are shown on Exhibit C to this Agreement. The total principal amount of any and all tax increment notes issued to reimburse the Developer for Qualified Costs of the Project will not exceed \$479,223.

“Redevelopment District” means Redevelopment Project No. 5, designated pursuant to the Act.

“Redevelopment Plan” means the Redevelopment Plan developed for Redevelopment Project No. 5.

“Restrictions” means the easements, covenants, conditions and restrictions set forth in Exhibit B attached hereto.

“Section” means a Section of this Agreement, unless used in reference to M.S..

“State” means the State of Minnesota.

“Termination Date” means the earlier of (i) February 1, 2048, (ii) the date the TIF Note is paid in full, (iii) the date on which the Tax Increment District expires or is otherwise terminated, or (iv) the date this Agreement is terminated or rescinded in accordance with its terms;

“TIF Act” means M.S., Sections 469.174 through 469.1794, as amended.

“TIF District” means Tax Increment Financing District No. 18: Thompson Hotel, a redevelopment district, established by the City Council on February 11, 2020.

“TIF Note” means the Tax Increment Revenue Note (Thompson Hotel Redevelopment Project) to be executed by the EDA and delivered to the Developer pursuant to Article 5 hereof, the form of which is attached hereto as Exhibit E.

“TIF Plan” means the Tax Increment Financing Plan for the TIF District approved by the City Council and EDA.

“Unavoidable Delay” means a failure or delay in a party’s performance of its obligations under this Agreement, or during any cure period specified in this Agreement which does not entail the mere payment of money, not within the party’s reasonable control, including but not limited to acts of God, governmental agencies, the other party, strikes, labor disputes (except disputes which could be resolved by using union labor), fire or other casualty, or lack of materials; provided that within ten (10) days after a party impaired by the delay has knowledge of the delay it shall give the other party notice of the delay and the estimated length of the delay, and shall give the other party notice of the actual length of the delay within ten (10) days after the cause of the delay has ceased to exist. The parties shall pursue with reasonable diligence the avoidance and removal of any such delay. Unavoidable Delay shall not extend performance of any obligation unless the notices required in this definition are given as herein required.

## ARTICLE 2

### Representations and Warranties

#### 2.01. EDA Representations.

The EDA makes the following representations to the Developer:

(a) The EDA is a body corporate and politic, duly organized and existing under the laws of the State. Under the provisions of the Act, the EDA has the power to enter into this Agreement and carry out its obligations hereunder.

(b) The EDA has designated the Redevelopment District and has adopted the Redevelopment Plan in accordance with the provisions of the Act and has created the TIF District and adopted the TIF Plan in accordance with the provisions of the TIF Act.

#### 2.02. Developer Representations.

The Developer represents and warrants that:

(a) The Developer is a Minnesota limited liability company and has power to enter into this Agreement and has duly authorized, by all necessary corporate action, the execution and delivery of this Agreement.

(b) Developer will, to the extent required by this Agreement, construct the Minimum Improvements in accordance with the terms of this Agreement, the TIF Plan and all local, state and federal laws and regulations.

(c) It is anticipated that the Project will be constructed so that when completed the Development Property will have a market value as determined pursuant to Minnesota Statutes, Section 273.11, of at least \$2,600,000.

(d) At such time or times as may be required by law, the Developer will have complied with all local, state and federal environmental laws and regulations applicable to the Minimum Improvements, and will have obtained any and all necessary environmental reviews, licenses and clearances. The Developer has received no written notice or communication from any local, state or federal official that the activities of the Developer or the EDA with respect to the Development Property may be or will be in violation of any environmental law or regulation. The Developer is aware of no facts the existence of which would cause it to be in violation of any local, state or federal environmental law, regulation or review procedure with respect to the Development Property.

(e) Neither the execution or delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented by, limited by, conflicts with, or results in a breach of, any restriction, agreement or instrument to which the Developer is now a party or by which the Developer is bound.

(f) The Developer has no knowledge or information that any member of the EDA, City Council, or any other officer of the EDA or City has any direct or indirect financial interest in the Developer, the Development Property, or the Project.

(g) The Developer will obtain, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all local, state and federal laws and regulations which must be obtained or met in connection with the Minimum Improvements. Without limitation to the foregoing, the Developer will request and seek to obtain from the EDA or the City all necessary variances, conditional use permits and zoning changes.

(h) The Developer would not undertake the Project without the financial assistance to be provided by the City pursuant to this Agreement and the TIF Plan.

(i) Apart from the assistance to be provided under this Agreement, the Developer shall pay all standard charges and fees due with respect to real estate developments and allocable to the Development Property under City ordinances and the City Code, including but not limited to special assessments for local improvements, sewer and water use charges, building permit fees, plat fees, inspection fees, storm water fees and the like used against the Development Property.

2.03. Use, Ownership of Development Property; Restrictions; Use of Development Property. The Developer's use of the Development Property shall be subject to and in compliance with all of the conditions, covenants, restrictions and limitations imposed by this Agreement, the Restrictions, and all applicable laws, ordinances and regulations.

2.04. Ownership of Development Property. The Developer hereby represents and warrants that it is the owner in fee simple of the Development Property and that there are no liens,

defects or other encumbrances upon title to the Development Property that would hinder the development of the Development Property by the Developer as contemplated by this Agreement.

2.05. Declaration of Restrictive Covenants. The Developer shall prepare, execute, and record on the title to the Development Property a Declaration of Restrictive Covenants, in form approved by the City, which includes the Restrictions set forth in Exhibit B. If the Developer determines that operation of the Development Property and the Minimum Improvements would endanger the financial viability thereof, the Developer may request the EDA or City Council to consent to the amendment, modification or termination of any of the restrictions in any respect. The EDA and the City are under no obligation to amend, modify or terminate any of the restrictions and may, in their sole and absolute discretion, refuse to do so.

2.06. Damage or Destruction. Subject to any mortgage requirements that would require the Developer to act sooner, upon any damage or destruction of the Project, or any portion thereof, by fire or other casualty, the Developer shall within one hundred twenty (120) days after such damage or destruction, commence the process required to repair, reconstruct and restore the damaged or destroyed Project, or portion thereof, to substantially the same condition or utility value as existed prior to the event causing such damage or destruction and shall diligently pursue such repair, reconstruction and restoration.

2.07. Relocation Costs. The Developer shall pay all relocation costs or expenses required under federal or state law to be paid to any owner or occupant of the Development Property as a result of the Project, and shall indemnify and hold harmless the EDA and the City, their governing body members, officers, and agents including the independent contractors, consultants, and legal counsel, servants and employees thereof from any such relocation costs and expenses in accordance with the provisions of Section 4.01.

### ARTICLE 3 Construction of Project

3.01. Construction Plans. Prior to commencing construction of the Minimum Improvements for the Project, the Developer shall make available to the City for review Construction Plans for the Project. The Construction Plans shall provide for construction of the Project in conformity with the Redevelopment Plan, the TIF Plan, this Agreement, and all applicable state and local laws and regulations. The City shall approve the Construction Plans in writing if, in the reasonable discretion of the City, the Construction Plans: (a) conform to the Redevelopment Plan, the Modification, the TIF Plan, this Agreement, and to any subsequent amendments thereto approved by the City; (b) conform to all applicable federal, state and local laws, ordinances, rules and regulations; (c) are adequate to provide for construction of the Minimum Improvements; and (d) no Event of Default has occurred.

No approval by the City shall relieve the Developer of the obligation to comply with the terms of this Agreement, applicable federal, state and local laws, ordinances, rules and regulations, or to properly construct the Project. No approval by the City shall constitute a waiver of an Event of Default. Any disapproval of the Construction Plans shall set forth the reasons therefore and shall be made within thirty (30) days after the date of their receipt by the City. If the City rejects the Construction Plans, in whole or in part, the Developer shall submit new or corrected

Construction Plans within thirty (30) days after written notification to the Developer of the rejection. The provisions of this Section relating to approval, rejection and resubmission of corrected Construction Plans shall continue to apply until the Construction Plans have been approved by the City.

3.02. Undertaking of Minimum Improvements.

(a) Subject to Unavoidable Delay, Developer shall commence the Project by August 1, 2020, and cause the Project to be completed in accordance with the terms of this Agreement by August 1, 2021.

(b) All work with respect to the Minimum Improvements shall be in substantial conformity with the Construction Plans approved by the City.

(c) The Developer shall not interfere with, or construct any improvements over, any public street or utility easement without the prior written approval of the City. All connections to public utility lines and facilities shall be subject to approval of the City and any private utility Developer involved. Except for public improvements, which are undertaken by the City or other governmental body and assessed against benefited properties, all street and utility installations, relocations, alterations and restorations shall be at the Developer's expense and without expense to the City. The Developer, at its own expense, shall replace any public facilities or utilities damaged during the Project by the Developer or its agents or by others acting on behalf of or under the direction or control of the Developer.

3.03. Certificate of Occupancy; Certificate of Completion.

(a) Upon the Developer's request following the City's issuance of a certificate of occupancy with respect to the Project, the City will furnish the Developer with a Certificate of Completion for the Project, in substantially the form attached hereto as Exhibit D, as conclusive evidence of satisfaction and termination of the agreements and covenants of this Agreement with respect to the obligations of the Developer to complete the Project. The furnishing by the City of such Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any Mortgagee.

(b) If the City shall refuse or fail to provide a Certificate of Completion following the Developer's request, the City shall, within ten (10) days after the Developer's request, provide the Developer with a written statement specifying in what respects the Developer has failed to complete the Project in accordance with this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the reasonable opinion of the City, for the Developer to obtain the Certificate of Completion.

3.04. Progress Reports. Until the Certificate of Completion is issued for the Project, the Developer shall make, in such detail as may reasonably be required by the EDA or the City, and forward to the EDA and the City, upon demand by either or both the EDA and the City, a written report as to the actual progress of construction.

3.05. Access to Development Property. The Developer agrees to permit the City and EDA and any of their officers, employees or agents access to the Development Property at all reasonable times for the purpose of inspection of all work being performed in connection with the Project; provided, however, that neither the City nor EDA shall have an obligation to inspect such work.

3.06. Modification; Subordination. The EDA agrees to subordinate its rights under this Agreement to the holder of any Mortgage securing construction or permanent financing, in accordance with the terms of a subordination agreement in a form reasonably acceptable to the EDA.

#### ARTICLE 4 Defense of Claims; Insurance

##### 4.01. Defense of Claims.

(a) The Developer shall indemnify and hold harmless the EDA, the City, their governing body members, officers, and agents including the independent contractors, consultants, and legal counsel, servants and employees thereof (hereinafter, for the purposes of this Section, collectively the “Indemnified Parties”) for any expenses (including attorneys’ fees), loss, damage to property, or death of any person occurring at or about, or resulting from any defect in, the Project; provided, however, the Developer shall not be required to indemnify any Indemnified Party for any claims or proceedings arising from any negligent or unlawful acts or omissions of such Indemnified Party. Promptly after receipt by the EDA or the City of notice of the commencement of any action in respect of which indemnity may be sought against the Developer under this Section 4.01, such person will notify the Developer in writing of the commencement thereof, and, subject to the provisions hereinafter stated, the Developer shall assume the defense of such action (including the employment of counsel, who shall be counsel reasonably satisfactory to the EDA and the City) and the payment of expenses insofar as such action shall relate to any alleged liability in respect of which indemnity may be sought against the Developer. The EDA and the City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall not be at the expense of the Developer unless the employment of such counsel has been specifically authorized by the Developer. Notwithstanding the foregoing, if the EDA or the City has been advised by independent counsel that there may be one or more legal defenses available to it which are different from or in addition to those available to the Developer, the Developer shall not be entitled to assume the defense of such action on behalf of the EDA or the City, but the Developer shall be responsible for the reasonable fees, costs and expenses (including the employment of counsel) of the EDA and the City in conducting their defense. The Developer shall not be liable to indemnify any person for any settlement of any such action effected without the Developer’s consent. The omission to notify the Developer as herein provided will not relieve the Developer from any liability which they may have to any Indemnified Party pursuant hereto, otherwise than under this Section.

(b) The Developer agrees to protect and defend the Indemnified Parties, and further agrees to hold the aforesaid harmless, from any claim, demand, suit, action or other proceeding whatsoever by any person or entity arising or purportedly arising from the actions or inactions of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided that this indemnification shall not apply to the warranties made or obligations undertaken by the EDA or the City in this Agreement or to any actions undertaken by the EDA or the City which are not contemplated by this Agreement but shall, in any event, apply to any pecuniary loss or penalty (including interest thereon from the date the loss is incurred or penalty is paid by the EDA or the City at a rate equal to the prime rate) as a result of the Project, as constructed and operated by the Developer, causing the TIF District to cease to qualify as a “redevelopment district” under the TIF Act or to violate limitations as to the use of the revenues therefrom as set forth in the TIF Act.

(c) All covenants, stipulations, promises, agreements and obligations of the EDA and the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the EDA and the City and not of any governing body member, officer, agent, servant or employee of the EDA or the City, as the case may be.

#### 4.02. Insurance.

(a) Subject to the terms of any Mortgage relating to the Development Property, the Developer shall keep and maintain the Development Property and Minimum Improvements at all times insured against such risks and in such amounts, with such deductible provisions, as are customary in connection with facilities of the type and size comparable to the Minimum Improvements, and the Developer shall carry and maintain, or cause to be carried and maintained, and pay or cause to be paid timely the premiums for direct damage insurance covering all risks of loss, including, but not limited to, the following:

1. fire
2. extended coverage perils
3. vandalism and malicious mischief
4. boiler explosion (but only if steam boilers are present)
5. collapse

on a replacement cost basis in an amount equivalent to the full insurable value thereof. (“Full insurable value” shall include the actual replacement cost of the Minimum Improvements, exclusive of foundations and footings, without deduction for architectural, engineering, legal or administrative fees or for depreciation.) Insurance in effect with respect to any portion of the Minimum Improvements to be rehabilitated or renovated as a part of the Project prior to the issuance by the City of a Certificate of Completion under Section 3.03 hereof with respect thereto shall be maintained on an “all-risk” builder’s risk basis during the course of construction. The policies required by this Section 4.02 shall be subject to a no coinsurance clause or contain an agreed amount clause, and may contain a deductibility provision not exceeding \$25,000.

(b) Subject to the terms of any Mortgage relating to the Development Property, policies of insurance required by this Section 4.02 shall insure and be payable to the Developer, and shall provide for release of insurance proceeds to the Developer for restoration of loss. The City shall be furnished certificates showing the existence of such insurance. In case of loss, the Developer is hereby authorized to adjust the loss and execute proof thereof in the name of all parties in interest. On an annual basis and from time to time at the City or the EDA's request, the Developer shall file with the City or the EDA, as applicable, a certificate of insurance for each of the policies required under this Section.

## ARTICLE 5

### Public Assistance

5.01. Development Costs. The Developer has agreed to and shall be responsible to pay all of its respective costs of the Project, as herein provided. However, the EDA, in order to encourage the Developer to proceed with the construction of the Minimum Improvements, and to assist the Developer in paying the costs thereof, is willing to provide the Public Assistance and thereby reimburse the Developer for Qualified Costs, as permitted by the TIF Act and in accordance with the TIF Plan, that will be incurred by the Developer to construct the Minimum Improvements.

#### 5.02. Reimbursement for Qualified Costs.

The EDA agrees to reimburse the Developer, using Available Tax Increment on a pay-as-you-go basis, for Qualified Costs of the Project. The City shall, upon completion of the Minimum Improvements of the Project and the issuance of a the Certificate of Completion therefor, make reimbursement payments pursuant to a limited revenue tax increment note for the Project, the form of which is attached hereto as Exhibit E, with said payments of principal and interest to be made on the dates (the "Payment Dates") specified in the TIF Note, subject to the following terms and conditions:

(a) The total principal amount of any and all TIF notes issued for the Project will not exceed four hundred seventy nine thousand two hundred twenty three dollars (\$479,223).

(b) The unpaid principal of the TIF Note shall bear simple non-compounding interest from the date of issuance of the TIF Note, at the lesser of 5.00% per annum or the interest rate on the financing that the Developer obtains for the construction of the Project. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

(c) No payments shall be made by the EDA to the Developer unless and until the Developer has provided written evidence reasonably satisfactory to the EDA that (i) Qualified Costs in the amount to be reimbursed from the Available Tax Increment have been incurred for the Project and paid by the Developer and (ii) the Certificate of Completion has been issued as contemplated in Section 3.03 hereof.

(d) The EDA shall be obligated to make the payments to the Developer required pursuant to this Section 5.02 *only from and to the extent of* the Available Tax Increment

actually received from the TIF District for any tax year, and such payments shall never be considered to be a general obligation or indebtedness of the EDA.

(e) The EDA will retain 10% of the Tax Increment generated for administrative costs and apply the retained Tax Increment first to pay any administrative expenses relating to the Development Property to the extent permitted by the Tax Increment Act and to the extent that such expenses have not been paid or reimbursed to the EDA by the Developer. Any of the retained Tax Increment remaining after the payment of any administrative expenses then due and owing and less \$4,300 that the City shall retain semi-annually for 5 years from August 1, 2022 through February 1, 2027, to pay a portion of the interfund loan for the City's project related expenses (the "Available Tax Increment") shall be paid to the Developer for reimbursement of the Qualified Costs plus interest on the Payment Dates.

(f) Upon thirty (30) days' written notice to the Developer, the EDA may prepay all or a portion of the outstanding principal balance due to the Developer pursuant to this Section 5.02 without penalty, on any date at a prepayment price equal to the outstanding principal balance to be prepaid plus accrued interest to the prepayment date.

(g) The EDA shall not be obligated to make any payments hereunder subsequent to the termination of this Agreement as provided in Section 8.06 hereof, and any amounts remaining unpaid as of such date (other than by reason of failure of the EDA to comply with the terms of this Agreement) shall be considered forgiven by the Developer and shall cease to be owing.

(h) The Developer may assign its rights under this Agreement (including the payments to be made to the Developer hereunder) to secure financing incurred by the Developer to pay costs of the Project, including but not limited to any Mortgagee, or, after Certificate of Completion has been issued by the City, to third parties.

#### 5.03. Conditions Precedent to Provision of Public Assistance.

Upon payment by the Developer of Qualified Costs for the Project, the Developer will deliver to the EDA an instrument executed by the Developer (i) specifying the amount and nature of the Qualified Costs of the Minimum Improvements for the Project to be reimbursed and (ii) certifying that such costs have been paid to third parties unrelated to the Developer, or if any costs have been paid to third parties related to the Developer, that such costs do not exceed the reasonable and customary costs of services, labor or materials of comparable quality, dependability, availability and other pertinent criteria and that such costs have not previously been contained in an instrument furnished to the City pursuant to this Section 5.03. Together with such instrument, the Developer shall deliver to the EDA evidence reasonably satisfactory to the EDA of the payment by the Developer of such costs to be reimbursed. Thereafter, the EDA will provide to the Developer reimbursement for the Project, constituting a portion of the Public Assistance described in this Article 5, paid up to the maximum amount then due and payable, in accordance with Section 5.02.

5.04. Satisfaction of Conditions Precedent. Notwithstanding anything to the contrary contained herein, the City's obligation to reimburse the Developer for Qualified Costs shall be

subject to satisfaction, or waiver in writing by the EDA, of all of the following conditions precedent:

- (a) the conditions precedent in this Section 5.04 hereof have been satisfied;
- (b) the Developer shall have cured any title defects with respect to the Development Property;
- (c) the Developer shall not be in default under the terms of this Agreement beyond any applicable cure period;
- (d) the Developer shall have executed and recorded on the title to the Development Property, the Declaration of Restrictive Covenants, required by Section 2.05 hereof, as set forth in Exhibit B; and
- (e) the Developer shall have closed on or received commitments in financing sufficient to pay all costs to be incurred in connection with the Project.

In the event that all of the above conditions required to be satisfied as provided in this Section 5.04 have not been satisfied by December 31, 2021, either the EDA or the Developer may terminate this Agreement. Upon such termination, the provisions of this Agreement relating to the Minimum Improvements shall terminate and, except as provided in Article 8, neither the Developer nor the EDA shall have any further liability or obligation to the other hereunder.

5.05. Notice of Default. Whenever the EDA or the City shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer in its obligations or covenants under this Agreement, the EDA or the City shall at the same time forward a copy of such notice or demand to each investor, lender, or holder of any permitted mortgage, lien or other similar encumbrance at the last address of such holder shown in the records of the EDA or the City. Each such investor, lender, or holder shall have the right, at its option, to cure or remedy such breach or default and to add the cost thereof to the mortgage debt and the lien of its mortgage; provided that if the breach or default is with respect to construction of the Project, nothing contained in this Agreement shall be deemed to permit or authorize such holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Project without first having expressly assumed the obligation to the EDA and the City, by written agreement satisfactory to the EDA and the City, to complete the construction the Project in accordance with the plans and specifications therefor and this Agreement. Any such holder who shall properly complete the construction of the Project shall be entitled, upon written request made to the EDA and the City, to a certification by the EDA and the City to such effect in the manner provided in Section 3.03.

5.06. Real Property Taxes. Prior to the Termination Date, the Developer shall pay all real property taxes payable with respect to all and any parts of the Development Property acquired and owned by it until the Developer's obligations have been assumed by any other person pursuant to the provisions of this Agreement.

The Developer agrees that prior to the Termination Date:

(1) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the ad valorem property taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the inapplicability of any such tax statute as a defense in any proceedings with respect to the Development Property, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(2) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings with respect to the Development Property; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(3) It will not seek any tax deferral or abatement, either presently or prospectively authorized under M.S., Section 469.1813, or any other State or federal law, of the ad valorem property taxation of the Development Property between the date of execution of this Agreement and the Termination Date.

5.07 Action to Reduce Taxes. The Developer may seek through petition or other means to have the market value for the Development Property reduced. Until the TIF Note is fully paid, such activity must be preceded by written notice from the Developer. Upon receiving such notice, or otherwise learning of the Developer's intentions, the City may suspend payments due under the TIF Note until the actual amount of the reduction is determined, whereupon the City will make the suspended payments less any amount that the City is required to repay the County as a result any reduction in market value of the Development Property. During the period that the payments are subject to suspension, the City may make partial payments on the TIF Note if it determines, in its sole and absolute discretion, that the amount retained will be sufficient to cover any repayment which the County may require. The City's suspension of payments on the TIF Note pursuant to this Section shall not be considered a default under this Agreement.

## ARTICLE 6

### Prohibitions Against Assignment and Transfer

6.01. Transfer of Property and Assignment. Other than leases made in the ordinary course of business, the Developer has not made and will not make, or suffer to be made, any total or partial sale, assignment, conveyance, lease, or other transfer, with respect to this Agreement, the Project or Property or any part thereof or any interest therein (other than any Mortgage or Mortgages securing financing for the Project or other than any assignment of the payments to be made to the Developer under Section 5.02 hereof that is permitted under Section 5.02 hereof), or any contract or agreement to do any of the same, without the prior written approval of the EDA and the City, which shall not be unreasonably withheld or delayed. The EDA and the City shall be entitled to require as conditions to any such approval that: (i) the proposed transferee have the qualifications and financial responsibility, as reasonably determined by the EDA and the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer;

(ii) the proposed transferee, by recordable instrument satisfactory to the EDA and the City shall, for itself and its successors and assigns, assume all of the obligations of the Developer under this Agreement. No transfer of, or change with respect to, ownership in the Project or Property or any part thereof, or any interest therein, however consummated or occurring and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the EDA or the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Project or Property and the completion of the Project that the EDA or the City would have had, had there been no such transfer or change. There shall be submitted to the EDA and the City for review all legal documents relating to the transfer.

Notwithstanding the foregoing, this Section 6.01 shall not apply to any transfer or assignment to (i) any entity controlling, controlled by or under common control with the Developer or (ii) any entity in which the majority equity interest is owned by the parties that have a majority equity interest in the Developer.

Provided that no Event of Default exists hereunder, any such transfer or assignment shall release the Developer from its obligations hereunder upon execution and delivery to the EDA and the City by the transferee or assignee of an instrument in form and substance satisfactory to the EDA and the City by which the transferee or assignee assumes the obligations of the Developer hereunder.

In the absence of specific written agreement by the EDA and the City to the contrary, no such transfer or approval by the EDA and the City thereof shall be deemed to relieve the Developer, or any other party bound in any way by this Agreement or otherwise with respect to the completion of the Project, from any of their obligations with respect thereto.

6.02. Termination of Limitations on Transfer. The provisions of Section 6.01 shall terminate at such time as the Certificate of Completion has been issued by the City under Section 3.03 of this Agreement with respect to the Project; provided, however, that any assignment of the payments to be made to the Developer under Section 5.02 may only be assigned as permitted under Section 5.02 hereof.

## ARTICLE 7

### Event of Default; Fees

7.01. Events of Default. Subject to Unavoidable Delay, the following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any one or more of the following events which occurs and continues for more than thirty (30) days after written notice by the defaulting party of such default (and the term “default” shall mean any event which would with the passage of time or giving of notice, or both, be an “Event of Default” hereunder):

(a) Failure of the Developer to construct or reconstruct the Minimum Improvements as required hereunder.

(b) Failure of the Developer to furnish the Construction Plans as required hereunder.

(c) Failure of the Developer to pay to the EDA any amounts required to be paid by the Developer hereunder.

(d) Failure of the Developer or the EDA to observe and perform any other covenant, condition, obligation or agreement on its part to be observed or performed hereunder.

(e) Failure of the Developer to pay any taxes on the Development Property as they become due.

(f) Filing of any voluntary petition in bankruptcy or similar proceedings by the Developer; general assignment for the benefit of creditors made by the Developer or admission in writing by the Developer of inability to pay its debts generally as they become due; or filing of any involuntary petition in bankruptcy or similar proceedings against the Developer which are not dismissed or stayed within sixty (60) days.

7.02. Remedies on Default. In the event the EDA or the City desires to exercise any of its rights or remedies as provided herein or otherwise available to the EDA or the City at law or in equity, the EDA or the City shall first provide written notice to Developer setting forth with specific particularity the Event of Default and the action required to cure or remedy the same (the “Default Notice”). Developer or any transferee or assignee under Section 6.01 hereof, shall have thirty (30) days from receipt of a Default Notice to cure or remedy the Event of Default specified in the Default Notice, or such longer period as may be reasonably required to complete the cure as soon as reasonably possible under the circumstances. If, following Developer’s receipt of a Default Notice, Developer does not cure or remedy the Event of Default therein specified within the time provided above, the EDA or the City may take any one or more of the following actions at any time prior to Developer’s curing or remedying the Event of Default:

(a) Suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by the EDA or the City, that Developer will cure its default and continue its performance under this Agreement.

(b) In the case of a material default that is not cured within a reasonable period of time, Terminate all rights of Developer under this Agreement.

(c) Withhold the Certificate of Completion.

(d) Take whatever action at law or in equity may appear necessary or desirable to the EDA or the City to enforce performance and observance of any obligation, agreement, or covenant of Developer under this Agreement.

In the event the EDA or City should fail to observe or perform any covenant, agreement or obligation of the EDA or City on their part to be observed and performed under this Agreement, Developer may take any one or more of the following actions:

(a) Suspend its performance under this Agreement until it receives assurances from the EDA or City deemed adequate by Developer, that the EDA or City will cure its default and continue its performance under this Agreement.

(b) In the case of a material default that is not cured within a reasonable period of time, Terminate all rights of the EDA or the City under this Agreement.

(c) Take whatever action at law or in equity may appear necessary or desirable to Developer to enforce performance and observance of any obligation, agreement, or covenant of the EDA or the City under this Agreement.

7.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to the EDA, the City, or to the Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the EDA, the City, or Developer to exercise any remedy reserved to them, it shall not be necessary to give notice, other than such notice as may be required under this Agreement.

7.04. Waivers. All waivers by any party to this Agreement shall be in writing. If any provision of this Agreement is breached by any party and thereafter waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

7.05. Agreement to Pay Attorneys' Fees. Whenever any Event of Default occurs and the EDA or the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the EDA or the City the reasonable fees of such attorneys and such other expenses so incurred by the EDA or the City.

## ARTICLE 8

### General Provisions

8.01. Conflicts of Interest; EDA and City Representatives Not Individually Liable. No member, official, employee, or consultant or employee of a consultant of the EDA or the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, consultant or the consultant's employees or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested. No member, official, consultant or consultant's employee, or employee of the EDA or the City shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by the EDA or the City or for any amount which may become due to Developer or successors or on any obligations under the terms of this Agreement.

8.02. Equal Employment Opportunity. Developer, for itself and its successors and assigns, agrees that during the construction of the Project it will comply with any applicable affirmative action and nondiscrimination laws or regulations.

8.03. Restrictions on Use. Developer agrees for itself, and its successors and assigns, and every successor in interest to the Development Property, or any part thereof, that Developer, and such successors and assigns, shall devote the Development Property to, and only to and in accordance with, the uses specified in the Redevelopment Plan, this Agreement and other agreements entered into between the Developer and the City, and shall not discriminate upon the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, and familial status in the sale, lease, or rental or in the use or occupancy of the Development Property or any improvements erected or to be erected thereon, or any part thereof.

8.04. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

8.05. Business Subsidies Act.

The Developer warrants and represents that:

(a) the Developer will use the public assistance received to develop housing;

(b) that the assistance will be used for renovating old or decaying building stock or bringing it up to code, and the assistance (\$479,223 in principal amount; \$905,000 total principal and interest) is less than 50 percent of the total cost of the redevelopment (\$2,950,000); and

(c) that the assistance will be used for redevelopment with the Developer's investment in the purchase of the site and in site preparation (\$2,950,000) is 70 percent or more of the assessor's current year's estimated market value (\$287,900).

Accordingly, the parties agree and understand that the financial assistance described in this Agreement does not constitute a business subsidy within the meaning of the Business Subsidy Act. The Developer releases and waives any claim against the EDA and its governing body members, officers, agents, servants and employees thereof arising from application of the Business Subsidy Act to this Agreement, including without limitation any claim that the EDA failed to comply with the Business Subsidy Act with respect to this Agreement.

8.06. Term of Agreement. This Agreement shall terminate upon the earlier to occur of (i) February 1, 2048, (ii) the date the TIF Note is paid in full, (iii) the date on which the Tax Increment District expires or is otherwise terminated, or (iv) the date this Agreement is terminated or rescinded in accordance with its terms; it being expressly agreed and understood that the provisions of this Agreement are intended to survive the expiration and satisfaction of any security instruments placed of record contemporaneously with this Agreement, if such expiration and satisfaction occurs prior to the expiration of the term of this Agreement, as stated in this Section 8.06.

8.07. Provisions Surviving Termination. Sections 4.01 and 7.05 hereof shall survive any termination, rescission, or expiration of this Agreement with respect to or arising out of any event, occurrence, or circumstance existing prior to the date thereof.

ARTICLE 9  
Administrative Provisions

9.01. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under this Agreement by any party to another party shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally as follows:

(a) in the case of Developer, addressed to or delivered personally to:

Clark Unlimited Properties, LLC  
610 Jones Ferry Road  
Suite 212  
Carrboro, NC 27510  
Attention: Mitch Clark

(b) in the case of the City, addressed or delivered personally to:

City of Worthington  
Worthington City Hall  
303 Ninth Street  
Worthington, MN 56187  
Attention: City Administrator

(c) in the case of the EDA, addressed or delivered personally to:

Economic Development Authority  
of the City of Worthington  
303 Ninth Street  
Worthington, MN 56187  
Attention: Executive Director

The EDA, City and the Developer, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications should be sent.

9.02. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

9.03. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the EDA, the City and the Developer and their respective successors and assigns.

9.04. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

9.05. Amendments, Changes and Modifications. This Agreement may be amended or any of its terms modified only by written amendment authorized and executed by the EDA, the City, and the Developer. The Chair and Executive Director of the EDA are authorized to execute and deliver amendments and any documents related to this Agreement on behalf of the EDA. The Mayor and City Administrator are authorized to execute and deliver amendments and any documents related to this Agreement on behalf of the City.

9.06. Further Assurances and Corrective Instruments. The EDA, the City, and the Developer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Development Property or the Minimum Improvements or for carrying out the expressed intention of this Agreement.

9.07. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope of intent of any provisions or Sections of this Agreement.

9.08. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without giving effect to the conflicts-of-laws principles thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

ECONOMIC DEVELOPMENT AUTHORITY OF  
THE CITY OF WORTHINGTON

By \_\_\_\_\_  
Mike Kuhle, Chair

And \_\_\_\_\_  
Melinda Eggers, Secretary

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF NOBLES     )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, the Chair, and \_\_\_\_\_, the Secretary, of the Economic Development Authority of the City of Worthington, a body politic and corporate under the laws of the state of Minnesota, on behalf of the Authority.

IN WITNESS WHEREOF, I have set my hand and my official seal this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

CITY OF WORTHINGTON, MINNESOTA

By \_\_\_\_\_  
Mike Kuhle, Mayor

And \_\_\_\_\_  
Melinda Eggers, Clerk

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF NOBLES     )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, the Mayor, and \_\_\_\_\_, the Clerk, of the City of Worthington, a Minnesota municipal corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I have set my hand and my official seal this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

CLARK UNLIMITED PROPERTIES, LLC, a  
Minnesota limited liability company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, the \_\_\_\_\_ of Clark Unlimited Properties, LLC, a Minnesota limited liability company, on behalf of the company.

IN WITNESS WHEREOF, I have set my hand and my official seal this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

**EXHIBIT A****DEVELOPMENT PROPERTY**

The real property and interests in such property located in the County of Nobles, State of Minnesota and described as follows:

Parcel number 31-0113-000 located at 1009 – 3<sup>rd</sup> Avenue in the City of Worthington

**EXHIBIT B****COVENANTS AND RESTRICTIONS**

During the term of that certain Redevelopment Agreement between the Economic Development Authority of the City of Worthington, the City of Worthington, and Clark Unlimited Properties, LLC, dated [\_\_\_\_\_] 1, 20[\_\_\_] and recorded in the Office of the Nobles County Registrar as Document No. [\_\_\_\_\_] on [\_\_\_\_\_] 20[\_\_\_], the Property shall be subject to the following covenants and restrictions:

1. The Property shall not be exempt from real estate taxes notwithstanding the ownership or use of the land.

2. The Property shall not be sold, transferred, conveyed or leased to any of the following parties:

- (a) An institution of purely public charity;
- (b) A church or ancillary tax-exempt housing;
- (c) A public hospital;
- (d) A public school district;
- (e) An organization exempt from federal income taxes pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, if as a result of such sale, transfer, conveyance or lease the Property would become exempt from real estate taxes; or
- (f) A Minnesota cooperative association organized under Minnesota Statutes, Section 308.05 and 308.18 for the purpose of complying with the provisions of Minnesota Statutes, Section 273.133, subdivision 3, or any other party that would cause the Property to be valued and assessed for real estate tax purposes at a lower percentage of its market value than the Property is then being valued and assessed for real estate tax purposes or would result in the Property becoming exempt from real estate taxes.

3. The Property shall not be used for any of the following purposes:

- (a) The operation of a public charity;
- (b) A church or house of worship;
- (c) The operation of a public hospital;
- (d) The operation of a public schoolhouse, academy, college, university or seminary of learning; or

- (e) Any other use which would cause the Property to be valued and assessed for real estate tax purposes at a lower percentage of its market value than the Property is then being valued and assessed for real estate tax purposes or would result in the Property becoming exempt from real estate taxes.

4. The Property shall be devoted to uses consistent with a “redevelopment district” under Minnesota Statutes, Sections 469.174 through 469.1794.

5. The Property owner shall:

- (a) not discriminate on the basis of color, creed, national origin, or sex in the sale, lease, use or occupancy of the Property, the Minimum Improvements or any part thereof;
- (b) develop the Development Property in an orderly manner consistent with the City’s zoning ordinances and comprehensive plan.

6. The covenants and restrictions herein contained shall run with the title to the Property and shall be binding upon all present and future owners and occupants of the Property; provided, however, that the covenants and restrictions herein contained shall inure only to the benefit of the City and may be released or waived in whole or in part at any time, and from time to time, by the sole act of the City, and variances may be granted to the covenants and restrictions herein contained by the sole act of the City. These covenants and restrictions shall be enforceable only by the City, and only the City shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of the covenants and restrictions herein contained, or to enforce the performance or observance thereof.

7. The covenants and restrictions herein contained shall remain in effect until the later of (i) February 1, 2048, or (ii) the payment in full of principal of, and interest on, the limited revenue tax increment note issued in accordance with the Agreement, and thereafter shall be null and void.

**EXHIBIT C****PROJECT DESCRIPTION; QUALIFIED COSTS****Project Description**

The Project involves the redevelopment of the former Thompson Hotel, including the rehabilitation of 39 units of rental housing and approximately 21,650 square feet of commercial space in the basement and first level. Total Development Costs are anticipated to be \$2,948,455.

**Qualified Costs**

The estimated public costs of the TIF District are listed below. Such costs (“Qualified Costs”) are eligible for reimbursement from tax increments of the TIF District. The categories below identify the categories of expenses that the parties agree may be reimbursed through tax increment financing. The amounts assigned to each category are estimates only and not independent limitations of Developer’s Qualified Costs.

Site Improvements	<u>\$479,223</u>
<b>Total</b>	<b>\$479,223*</b>

\* Developer’s Qualified Cost. The total principal amount of any and all tax increment notes issued to reimburse the Developer for Qualified Costs of the Project will not exceed \$479,223.

**EXHIBIT D****CERTIFICATE OF COMPLETION**

WHEREAS, Clark Unlimited Properties, LLC, a Minnesota limited liability company (“the Developer”), is the owner and the Developer of the property in the County of Nobles and State of Minnesota described on Exhibit A hereto and made a part hereof (the “Development Property”); and

WHEREAS, the Development Property is subject to the provisions of a certain Redevelopment Agreement (the “Agreement”) in the Redevelopment Project No. 5 and Tax Increment Financing District No. 18: Thompson Hotel, dated as of [\_\_\_\_\_] 1, 20[\_\_\_], between the Developer, Economic Development Authority of the City of Worthington, and the City of Worthington, Minnesota; and

WHEREAS, the Developer has fully and duly performed all of the covenants and conditions of Developer under the Agreement with respect to the completion of the Project (as defined in the Agreement);

NOW, THEREFORE, it is hereby certified that all requirements of the Developer under the Agreement with respect to the completion of the Project have been completed and duly and fully performed, and this instrument is to be conclusive evidence of the satisfactory termination of the covenants and conditions of the Agreement as they relate to the completion of the Project. All other covenants and conditions of the Agreement shall remain in effect and are not terminated hereby.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF WORTHINGTON, MINNESOTA

By \_\_\_\_\_  
Mike Kuhle, Mayor

And \_\_\_\_\_  
Melinda Eggers, Clerk

**Exhibit A****Development Property**

The real property and interests in such property located in the County of Nobles, State of Minnesota and described as follows:

Parcel number 31-0113-000 located at 1009 – 3<sup>rd</sup> Avenue in the City of Worthington

**EXHIBIT E****FORM OF LIMITED TAX INCREMENT REVENUE NOTE**

No. R-\_\_\_\_\_

\$[\_\_\_\_\_]

**UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
CITY OF WORTHINGTON  
ECONOMIC DEVELOPMENT AUTHORITY OF  
THE CITY OF WORTHINGTON**

**LIMITED REVENUE TAXABLE TAX INCREMENT NOTE  
(THOMPSON HOTEL REDEVELOPMENT PROJECT)**

**PRINCIPAL AMOUNT:****\$ INTEREST RATE: [\_\_]%**

The Economic Development Authority of the City of Worthington (the “EDA”) for value received, promises to pay, but solely from the source, to the extent and in the manner hereinafter provided, to [Developer], or its registered assigns (the “Owner”), the principal sum of \_\_\_\_\_ (\$\_\_\_\_\_), in semi-annual installments payable on August 1, 2022, and on each February 1 and August 1 thereafter up to and including February 1, 2048 (each being a “Scheduled Payment Date”), together with interest on the outstanding and unpaid principal balance of this Note at the rate of [\_\_] ([\_\_]%) per annum. Installment payments shall be applied first to interest and then to a reduction of outstanding principal. Interest on the outstanding balance of this Note shall accrue from the date hereof as simple, non-compounding interest. Each payment on this Note is payable in any coin or currency of the United States of America which on the date of such payment is legal tender for public and private debts and shall be made by check or draft made payable to the Owner and mailed to the Owner at the postal address within the United States designated from time to time by the Owner.

This Note is subject to prepayment on any Scheduled Payment Date at the option of the EDA, in whole or in part, upon payment to the Owner of the principal amount of the Note to be prepaid, without premium or penalty.

This Note is a special and limited obligation and not a general obligation of the EDA, which has been issued by the EDA in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including M.S., Sections 469.174 through 469.1794. This Limited Tax Increment Revenue Note (Thompson Hotel Redevelopment Project) (or “Note”) is issued pursuant to the provisions of that certain Redevelopment Agreement, dated as of [Month] [Day], 20[\_\_], as the same may be amended from time to time (the “Redevelopment Agreement”), by and between the EDA, the City of Worthington, Minnesota (the “City”) and Clark Unlimited Properties, LLC (the “Developer”).

**THIS NOTE IS NOT PAYABLE OUT OF ANY FUNDS OR PROPERTIES OTHER THAN PLEDGED TAX INCREMENT, AS DEFINED BELOW.**

The Note Payment Amounts due hereon shall be payable solely from a portion of the tax increments, less the EDA's administrative fee of ten percent (10%), from the Development Property within the EDA's Tax Increment Financing District No. 18: Thompson Hotel (the "Tax Increment District") within its Redevelopment Project No. 5, which are paid to the EDA and which the EDA is entitled to retain pursuant to the provisions of M.S., Sections 469.174 through 469.1794, as the same may be amended or supplemented from time to time, less \$4,300 that the City shall retain semi-annually for 5 years from August 1, 2022 through February 1, 2027, to pay a portion of the interfund loan for the City's project related expenses (the "Available Tax Increment"). The EDA makes no representation or covenant, express or implied, that the Available Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The EDA shall pay to the Owner on each Scheduled Payment Date all Available Tax Increment on that date to the extent necessary to pay principal and interest then due and any past due installment. To the extent that the EDA is unable to pay the total principal and interest due on this Note at or prior to the February 1, 2048 maturity date hereof as a result of its having received as of such date insufficient Available Tax Increment, such failure shall not constitute a default under this Note and the EDA shall have no further obligation hereon.

This Note shall not be payable from or constitute a charge upon any funds of the EDA, and the EDA shall not be subject to any liability hereon or be deemed to have obligated itself to pay hereon from any funds except the Available Tax Increment, and then only to the extent and in the manner herein specified.

The Owner shall never have or be deemed to have the right to compel any exercise of any taxing power of the EDA or of any other public body, and neither the EDA nor any council member, officer, employee or agent of the EDA, nor any person executing or registering this Note shall be personally liable hereon by reason of the issuance or registration hereof or otherwise. The Owner may assign its rights hereunder, with notice thereof provided to EDA, in accordance with the associated TIF Agreement.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the EDA outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the EDA to exceed any constitutional or statutory limitation thereon.

**IN WITNESS WHEREOF**, the Economic Development Authority of the City of Worthington has caused this Note to be executed by the manual signatures of the Chair and the Executive Director and has caused this Note to be dated as of \_\_\_\_\_, 20\_\_.

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Chair

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Secretary



Exhibit 2A

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

**TASK ORDER NO: 2**

**CLIENT: City of Worthington**

**CONSULTANT: Bolton & Menk, Inc.**

**DATE OF THIS TASK ORDER: November 2, 2020**

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

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

**1.0 Scope of Services:**

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

CLIENT desires to review and update the North Industrial Park Master Corridor Study so the community can adapt to private business interest in the industrial park and provide guidance moving forward. CONSULTANT will complete the following major tasks and scope:

1. Land Use Plan and Subdivision Review.
  - a. We will analyze and evaluate the configuration of the proposed Cemstone parcel through the lens of efficient use of land, lot configurations, property marketability to different commercial and industrial uses, and overall compatibility with other parts of the industrial park. BMI will identify alternate configurations, if needed.
2. Infrastructure Review.
  - a. This task involves minor review of existing infrastructure to ensure it is in place to serve the proposed facility. It is not anticipated additional infrastructure study will be necessary.
3. It is anticipated that two project meetings will be needed with CLIENT staff during the project.
4. A final memorandum outlining findings and recommendations.

**2.0 Fees:**

CLIENT shall pay CONSULTANT in accordance with Section III of the Master Agreement and as follows or as described in the attached Scope. Total cost of services provided by CONSULTANT for this Task Order shall not exceed \$5,500.00 without prior approval of CLIENT. Fees will be invoiced on an hourly basis.

**3.0 Schedule:**

Schedule for performance of Services will be as follows or as set forth in attached Scope, such that all services will be completed by December 11, 2020. An estimated project schedule is as follows:

Land Use Plan & Subdivision Review.....November 2020  
 Infrastructure Review.....November 2020  
 Final Memorandum..... November 2020 – December 2020

**4.0 Deliverables**

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

**5.0 Term**

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

**6.0 Other Matters**

None.

**7.0 Project Managers**

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

**CLIENT:**

Name: Jason Brisson  
 Address: 303 Ninth Street  
 City, State, Zip: Worthington, MN 56187  
 Office Phone: 507-372-8600  
 Email: jbrisson@ci.worthington.mn.us

**BOLTON & MENK, INC.**

Name: Travis Winter, P.E.  
 Office Address 1501 South State Street, Ste 100  
 City, State, Zip: Fairmont, MN 56031  
 Office Phone: 507-238-4738  
 Email: travis.winter@bolton-menk.com

**CLIENT:****BOLTON & MENK, INC.**

By: \_\_\_\_\_

BY: Travis L. Winter

Printed Name: \_\_\_\_\_

Printed Name: Travis Winter, P.E.

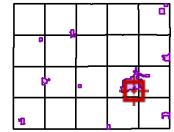
Title: \_\_\_\_\_

Title: Principal Engineer

ATTACHMENTS TO THIS TASK ORDER: None



### Overview



### Legend

- Parcel Numbers
- Parcels
- Roads
- Municipalities
- QuarterQuarters
- Sections
- Townships

<b>Parcel ID</b>	31-1604-500	<b>Alternate ID</b>	n/a	<b>Owner Address</b>	WORTHINGTON/CITY OF
<b>Sec/Twp/Rng</b>	0-0-0	<b>Class</b>	MUNICIPAL PUBLIC SER ENT		P O BOX 279
<b>Property Address</b>		<b>Acreage</b>	n/a		WORTHINGTON MN 56187-0279
<b>District</b>	n/a				
<b>Brief Tax Description</b>	BLOCK 6 EXC. TRACT IN NW CORNER 52.75' X 41.82' X 32.15'				
	(Note: Not to be used on legal documents)				

Date created: 11/4/2020

Last Data Uploaded: 11/3/2020 7:42:49 PM

Developed by Schneider  
GEOSPATIAL



JD DRAFTING  
AND DESIGNS  
875 140TH AVENUE  
LUVERNE, MN. 56156  
PH. 507-227-6920

NO.	DATE	COMMENTS
1	-	-

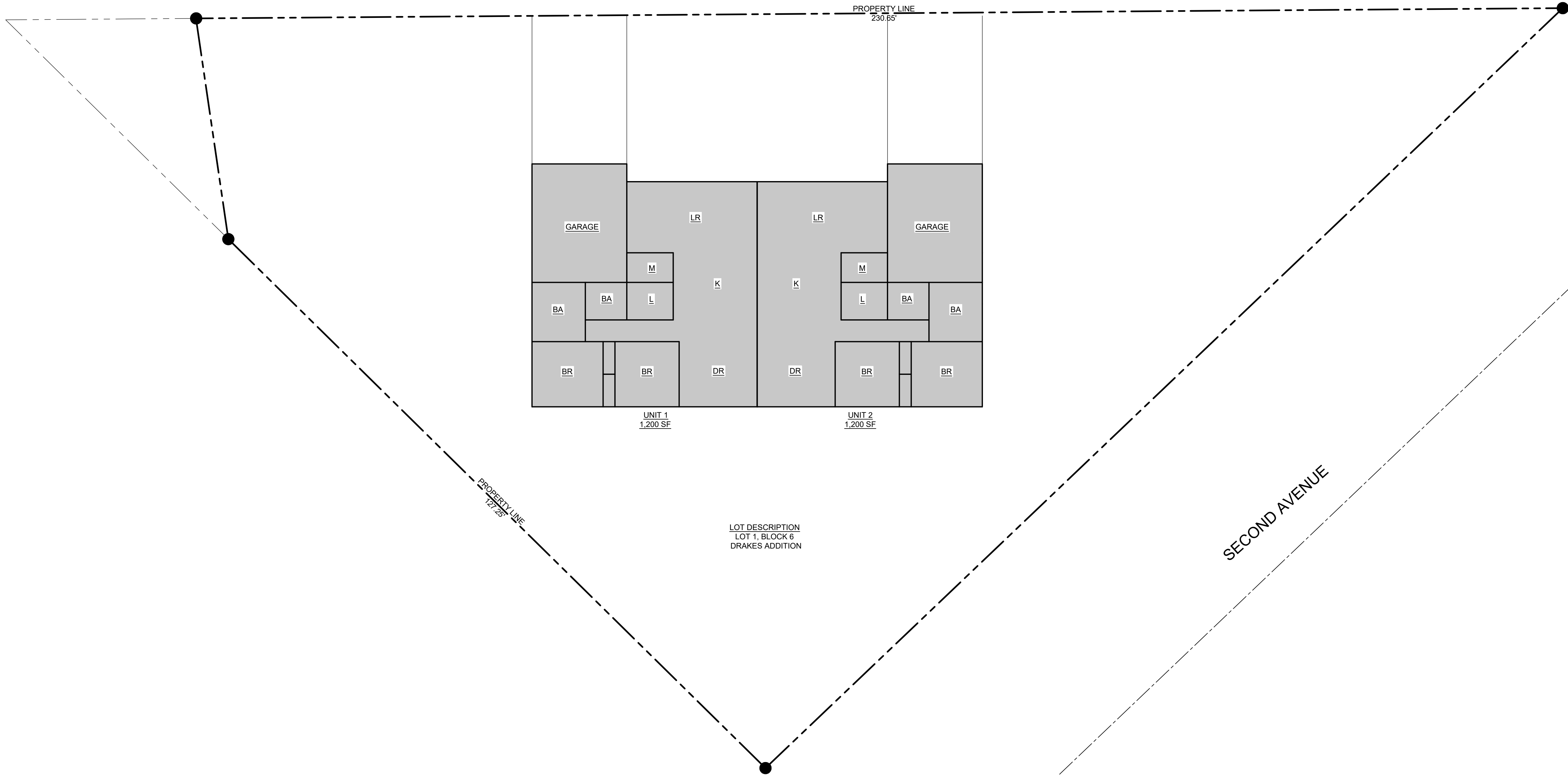
DRAWN BY:	SD
CHECK BY:	SD
DATE:	10-30-2020
PROJECT NO:	20-039
SCALE:	1" = 20'-0"

SITE PLAN - OPT. B
WORTHINGTON HOUSING DEVELOPMENT
Worthington, Minnesota

SHEET

A0.1

OKABENA STREET

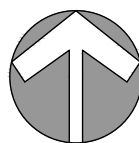


LOT DESCRIPTION  
LOT 1, BLOCK 6  
DRAKES ADDITION

1  
A0.1

SITE PLAN - OPT. B

1" = 10'-0"



PACKET: 03715 PAYROLL 10/30/20 - 9  
 VENDOR SET: 01 CITY OF WORTHINGTON  
 BANK: 1 WELLS FARGO-CITY

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

VENDOR	I.D.	NAME	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
D00173		DEFERRED COMP- MINNESOTA STATE	D	11/04/2020			001286	7,504.97
E00088		EFTPS	D	11/04/2020			001287	57,658.73
M00309		MINNESOTA STATE RETIREMENT SYSTD	11/04/2020			001288	2,215.00	
M00309		MINNESOTA STATE RETIREMENT SYSTD	11/04/2020			001289	5,971.02	
O00021		OPTUM HEALTH FINANCIAL	D	11/04/2020			001290	3,273.14
P00039		PUBLIC EMPLOYEES RETIREMENT ASSD	11/04/2020			001291	47,781.10	
S00202		STATE OF MINNESOTA DEPT OF REVED	11/04/2020			001292	11,745.91	

* * 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:	7	0.00	136,149.87	136,149.87
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:	7	0.00	136,149.87	136,149.87

VENDOR	I.D.	NAME	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
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* * 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:	7	0.00	136,149.87	136,149.87
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:	7	0.00	136,149.87	136,149.87

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
ALEX AIR APPARATUS INC	10/30/20	QUANTITATIVE RESP FIT TEST	GENERAL FUND	FIRE ADMINISTRATION	32.50
	10/30/20	QUANTITATIVE RESP FIT TEST	WATER	O-DISTR MISC	162.50
	10/30/20	QUANTITATIVE RESP FIT TEST	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	162.50
	10/30/20	QUANTITATIVE RESP FIT TEST	MUNICIPAL WASTEWAT	O-PURIFY MISC	162.50_
				TOTAL:	520.00
AMERICAN WATER WORKS ASSOC	10/30/20	2021 AWWA ANNUAL DUES	WATER	NON-DEPARTMENTAL	344.00_
				TOTAL:	344.00
BANNER ASSOCIATES INC	10/30/20	HIGH SERVICE PUMP STATION	WATER	FA PURIFY EQUIPMENT	1,046.65_
				TOTAL:	1,046.65
BORDER STATES ELECTRIC SUPPLY	10/30/20	BORDER STATES ELECTRIC SUP	ELECTRIC	CUSTOMER INSTALL EXPEN	79.44_
				TOTAL:	79.44
CORE & MAIN LP	10/30/20	SERVICE LINE PARTS	WATER	O-DIST UNDERGRND LINES	211.81_
				TOTAL:	211.81
DUBA SHEET METAL WORKS	10/30/20	SOFFIT REPAIR	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	141.00_
				TOTAL:	141.00
ECHO GROUP INC	10/30/20	THERMOSTATS-WATER PLANT	WATER	M-PURIFY STRUCTURES	112.58_
				TOTAL:	112.58
FASTENAL COMPANY	10/30/20	EYEWASH	ELECTRIC	O-DISTR MISC	117.23
	10/30/20	BOLTS	ELECTRIC	M-DISTR UNDERGRND LINE	3.02
	10/30/20	BOLTS	ELECTRIC	M-DISTR UNDERGRND LINE	33.77
	10/30/20	BOLTS	ELECTRIC	M-DISTR UNDERGRND LINE	4.71_
				TOTAL:	158.73
FERGUSON ENTERPRISES LLC #1657	10/30/20	PVC GLUE	ELECTRIC	O-DISTR MISC	184.82_
				TOTAL:	184.82
FINANCE AND COMMERCE	10/30/20	AFFIDAVIT OF PUBLICATION	WATER	FA MISC	141.26
	10/30/20	AFFIDAVIT OF PUBLICATION	ELECTRIC	FA MISC	141.27_
				TOTAL:	282.53
FORUM COMMUNICATIONS COMPANY	10/30/20	AFFIDAVIT OF PUBLICATION	WATER	FA MISC	300.40
	10/30/20	AFFIDAVIT OF PUBLICATION	ELECTRIC	FA MISC	300.40_
				TOTAL:	600.80
FRONTIER COMMUNICATION SERVICES	10/30/20	PHONE SERVICE	GENERAL FUND	MAYOR AND COUNCIL	35.18
	10/30/20	PHONE SERVICE	GENERAL FUND	ADMINISTRATION	393.89
	10/30/20	PHONE SERVICE	GENERAL FUND	CLERK'S OFFICE	186.10
	10/30/20	PHONE SERVICE	GENERAL FUND	ACCOUNTING	70.07
	10/30/20	PHONE SERVICE	GENERAL FUND	ENGINEERING ADMIN	169.22
	10/30/20	PHONE SERVICE	GENERAL FUND	ECONOMIC DEVELOPMENT	209.16
	10/30/20	PHONE SERVICE	GENERAL FUND	OTHER GEN GOVT MISC	27.13
	10/30/20	PHONE SERVICE	GENERAL FUND	FIRE ADMINISTRATION	51.60
	10/30/20	PHONE SERVICE	GENERAL FUND	CENTER FOR ACTIVE LIVI	297.58
	10/30/20	PHONE SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	214.29
	10/30/20	PHONE SERVICE	RECREATION	PARK AREAS	27.13
	10/30/20	BAC FIRE ALARMS	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	102.58
	10/30/20	PHONE SERVICE	LIQUOR	O-GEN MISC	231.58
	10/30/20	PHONE SERVICE	AIRPORT	O-GEN MISC	94.39
	10/30/20	PHONE SERVICE	DATA PROCESSING	DATA PROCESSING	132.19

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	10/30/20	PHONE SERVICE	DATA PROCESSING	COPIER/FAX	26.00_
				TOTAL:	2,268.09
GRAINGER	10/30/20	SWITCH	ELECTRIC	M-DISTR UNDERGRND LINE	3.06_
				TOTAL:	3.06
INFRARED SERVICES	10/30/20	INFRARED INSPECTION & ANAL	ELECTRIC	CUSTOMER INSTALL EXPEN	2,391.00_
				TOTAL:	2,391.00
UIOE LOCAL 49 FRINGE BENEFIT FUND	10/30/20	KLINKENBORG NOVEMBER INS	RECREATION	PARK AREAS	1,075.26_
				TOTAL:	1,075.26
MARTHALER FORD OF WORTHINGTON	10/30/20	#204 OIL CHANGE	WATER	M-TRANS MAINS	54.35_
				TOTAL:	54.35
MCCUEN WELDING & MACHINING INC	10/30/20	PROGRESSIVE MOWER	RECREATION	PARK AREAS	33.56
	10/30/20	AIRPORT DOORS	AIRPORT	O-GEN MISC	1,158.25_
				TOTAL:	1,191.81
MEDIACOM	10/30/20	PHONE SERVICE	GENERAL FUND	PAVED STREETS	134.41
	10/30/20	PHONE SERVICE	RECREATION	PARK AREAS	134.41_
				TOTAL:	268.82
MIDWESTERN MECHANICAL INC	10/30/20	GENERATION BLDG SPRINKLER	ELECTRIC	M-SOURCE EQUIPMENT	325.00_
				TOTAL:	325.00
MINNESOTA CHILD SUPPORT PAYMENT CTR	10/30/20	GARNISHMENT	GENERAL FUND	NON-DEPARTMENTAL	39.22
	10/30/20	SUPPORT ORDER	GENERAL FUND	NON-DEPARTMENTAL	119.52_
				TOTAL:	158.74
MISCELLANEOUS V CHAVEZ LOPEZ HILDA	10/30/20	REFUND OF CREDITS-ACCT FIN	ELECTRIC	NON-DEPARTMENTAL	14.21
LOPEZ LOPEZ MARIO	10/30/20	REFUND OF CREDITS-ACCT FIN	ELECTRIC	NON-DEPARTMENTAL	50.12
SOULES TRAVIS	10/30/20	REFUND OF CREDITS-ACCT FIN	ELECTRIC	NON-DEPARTMENTAL	28.41
GAINES BENJAMIN	10/30/20	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	30.00
NEREM DAVID	10/30/20	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	25.00
SCLINNGEN LAWRENCE	10/30/20	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	25.00
SILVER ROBIN	10/30/20	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	350.00
HAAS JULIE	10/30/20	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	350.00
HABERMAN SEAN & ASHLEY	10/30/20	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	250.00
SHADE JOSEPH E	10/30/20	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	350.00
JACKSON SHARON	10/30/20	REFUND OF CREDITS-ACCT FIN	GARBAGE COLLECTION	NON-DEPARTMENTAL	86.87_
				TOTAL:	1,559.61
NOBLES COUNTY RECORDER	10/30/20	PUBLIC UTILITY EASEMENT	ELECTRIC	O-DISTR MISC	46.00_
				TOTAL:	46.00
ONE OFFICE SOLUTION-WOUTIL	10/30/20	COPIER PAPER	WATER	ADMIN OFFICE SUPPLIES	35.84
	10/30/20	COPIER PAPER	WATER	ACCTS-RECORDS & COLLEC	76.16
	10/30/20	COPIER PAPER	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	35.84
	10/30/20	COPIER PAPER	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	76.16
	10/30/20	COPIER PAPER	ELECTRIC	ADMIN OFFICE SUPPLIES	76.16
	10/30/20	COPIER PAPER	ELECTRIC	ACCTS-RECORDS & COLLEC	147.84_
				TOTAL:	448.00
RESOCO	10/30/20	15KV SWITCH CABINET	ELECTRIC	FA DISTR UNDRGRND COND	29,559.21_
				TOTAL:	29,559.21

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
RUNNINGS SUPPLY INC-ACCT#9502440	10/30/20	TOILET PAPER, MOUSE CONTRO	WATER	O-PURIFY MISC	65.26
	10/30/20	TOOLS	WATER	O-DIST UNDERGRND LINES	108.47
	10/30/20	FLUORIDE PLUMBING	WATER	M-PURIFY EQUIPMENT	2.74
	10/30/20	WATER MAIN LEAK SUPPLIES	WATER	M-TRANS MAINS	35.70_
				TOTAL:	212.17
STUART C IRBY CO	10/30/20	AIRPORT EYES	ELECTRIC	FA DISTR ST LITE & SIG	105.00
	10/30/20	AIRPORT FIXTURE	ELECTRIC	FA DISTR ST LITE & SIG	345.00_
				TOTAL:	450.00
VERIZON WIRELESS	10/30/20	MONTHLY WIRELESS SERVICE	GENERAL FUND	MAYOR AND COUNCIL	42.43
	10/30/20	MONTHLY WIRELESS SERVICE	GENERAL FUND	ADMINISTRATION	49.58
	10/30/20	MONTHLY WIRELESS SERVICE	GENERAL FUND	ENGINEERING ADMIN	92.44
	10/30/20	MONTHLY WIRELESS SERVICE	GENERAL FUND	ECONOMIC DEVELOPMENT	33.24
	10/30/20	MONTHLY WIRELESS SERVICE	GENERAL FUND	PAVED STREETS	36.22
	10/30/20	MONTHLY WIRELESS SERVICE	GENERAL FUND	PAVED STREETS	99.16
	10/30/20	MONTHLY WIRELESS SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	32.43
	10/30/20	MONTHLY WIRELESS SERVICE	RECREATION	PARK AREAS	87.01
	10/30/20	MONTHLY WIRELESS SERVICE	RECREATION	OLSON PARK CAMPGROUND	56.43_
				TOTAL:	528.94
VIVIAL INC.	10/30/20	DIRECTORY-FRONTIER COMM	ELECTRIC	ACCTS-RECORDS & COLLEC	166.45_
				TOTAL:	166.45
WAL MART COMMUNITY/RFCSLLC	10/30/20	BATTERIES	GENERAL FUND	POLICE ADMINISTRATION	72.93
	10/30/20	EVIDENCE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	59.60
	10/30/20	KLEENEX, AIR FRESHENER	GENERAL FUND	SECURITY CENTER	11.72
	10/30/20	KLEENEX, AIR FRESHENER	GENERAL FUND	SECURITY CENTER	11.73
	10/30/20	SUPPLIES	GENERAL FUND	CENTER FOR ACTIVE LIVI	8.26
	10/30/20	SUPPLIES	GENERAL FUND	CENTER FOR ACTIVE LIVI	102.07
	10/30/20	PREVIOUS CREDIT	GENERAL FUND	CENTER FOR ACTIVE LIVI	0.04-
	10/30/20	OUTDOOR ACTIVITY SUPPLIES	GENERAL FUND	CENTER FOR ACTIVE LIVI	23.29
	10/30/20	SHIPPING TAPE, FILES, WORK	GENERAL FUND	CENTER FOR ACTIVE LIVI	10.30
	10/30/20	SPRAY BOTTLE-SANITIZER	GENERAL FUND	CENTER FOR ACTIVE LIVI	1.00_
				TOTAL:	300.86
WEG ENTERPRISES LLC	10/30/20	STEM & SEEDS LOAN	WGTM EDA	NON-DEPARTMENTAL	40,000.00_
				TOTAL:	40,000.00
WESCO RECEIVABLES CORP	10/30/20	STREET LIGHTS	ELECTRIC	FA DISTR ST LITE & SIG	2,272.00_
				TOTAL:	2,272.00
WORTHINGTON AREA UNITED WAY	10/30/20	PAYROLL WITHHOLDING	GENERAL FUND	NON-DEPARTMENTAL	19.00
	10/30/20	PAYROLL WITHHOLDING	GENERAL FUND	NON-DEPARTMENTAL	19.00
	10/30/20	PAYROLL WITHHOLDING	GENERAL FUND	NON-DEPARTMENTAL	19.00
	10/30/20	PAYROLL WITHHOLDING	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	5.00
	10/30/20	PAYROLL WITHHOLDING	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	5.00
	10/30/20	PAYROLL WITHHOLDING	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	5.00
	10/30/20	PAYROLL WITHHOLDING	WATER	NON-DEPARTMENTAL	0.75
	10/30/20	PAYROLL WITHHOLDING	WATER	NON-DEPARTMENTAL	0.75
	10/30/20	PAYROLL WITHHOLDING	WATER	NON-DEPARTMENTAL	0.75
	10/30/20	PAYROLL WITHHOLDING	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	0.60
	10/30/20	PAYROLL WITHHOLDING	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	0.60
	10/30/20	PAYROLL WITHHOLDING	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	0.60
	10/30/20	PAYROLL WITHHOLDING	ELECTRIC	NON-DEPARTMENTAL	3.65
	10/30/20	PAYROLL WITHHOLDING	ELECTRIC	NON-DEPARTMENTAL	3.65

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	10/30/20	PAYROLL WITHHOLDING	ELECTRIC	NON-DEPARTMENTAL	3.65_
				TOTAL:	87.00
WORTHINGTON CABLE 3 TV PUBLIC ACCESS	10/30/20	FRANCHISE FEE-SEPT MEDIACO CABLE TELEVISION	CABLE		3,527.66_
				TOTAL:	3,527.66
WSB & ASSOCIATES INC	10/30/20	BIOLOGICAL FEASIBILITY STU WATER	O-PURIFY MISC		3,771.75_
				TOTAL:	3,771.75

## ===== FUND TOTALS =====

101	GENERAL FUND	2,476.51
202	MEMORIAL AUDITORIUM	402.72
229	RECREATION	1,413.80
231	ECONOMIC DEV AUTHORITY	102.58
232	WGTM EDA	40,000.00
601	WATER	6,471.72
602	MUNICIPAL WASTEWATER	438.80
604	ELECTRIC	37,785.07
609	LIQUOR	231.58
612	AIRPORT	1,252.64
702	DATA PROCESSING	158.19
872	CABLE TELEVISION	3,527.66
873	GARBAGE COLLECTION	86.87

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GRAND TOTAL: 94,348.14  
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VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
A & B BUSINESS SOLUTIONS	11/06/20	SERVICE CONTRACT RICHO/MPC	GENERAL FUND	ENGINEERING ADMIN	90.00
	11/06/20	SERVICE CONTRACT RICHO/MPC	GENERAL FUND	ECONOMIC DEVELOPMENT	121.68
		TOTAL:			211.68
ABBOTT, ROBINSON & ASSOCIATES	11/06/20	PLAN REVIEW-FIELDHOUSE	RECREATION	FIELD HOUSE	1,750.00
		TOTAL:			1,750.00
AMARIL UNIFORM COMPANY	11/06/20	FR JEANS	ELECTRIC	O-DISTR MISC	138.57
		TOTAL:			138.57
AMERICAN BOTTLING COMPANY	11/06/20	MIX	LIQUOR	NON-DEPARTMENTAL	147.44
		TOTAL:			147.44
AMERICAN ENGINEERING TESTING INC	11/06/20	SLATER PARK SHELTER & REST	RECREATION	PARK AREAS	1,173.20
	11/06/20	10TH STREET PLAZA	RECREATION	10TH STREET PAVILION	2,672.35
	11/06/20	10TH STREET PLAZA	RECREATION	10TH STREET PAVILION	637.10
	11/06/20	GLENWOOD ADDITION	ECONOMIC DEV AUTHO	MISC HOUSING DEVELOPME	1,142.80
	11/06/20	HOMWOOD HILLS STREETS	IMPROVEMENT CONST	2019 HOMWOOD HILLS ST	2,520.00
	11/06/20	BIT OVERLAYS ELMWOOD ADA	IMPROVEMENT CONST	OVERLAY PROGRAM	60.00
	11/06/20	10TH AVENUE BRIDGE	IMPROVEMENT CONST	10TH AVE BRIDGE & ST R	513.00
		TOTAL:			8,718.45
ANDERSON ALIGNMENT	11/06/20	2018 HOT MIX TRAILER	GENERAL FUND	PAVED STREETS	461.85
	11/06/20	#332 HET SERVICE & DOT	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	221.94
	11/06/20	#332 HET SERVICE & DOT	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	208.75
	11/06/20	#308 SERVICE, DOT, REPAIRS	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	261.51
	11/06/20	#308 SERVICE, DOT, REPAIRS	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	228.55
		TOTAL:			1,382.60
ARCTIC GLACIER USA INC	11/06/20	MIX	LIQUOR	NON-DEPARTMENTAL	83.50
		TOTAL:			83.50
ARTISAN BEER COMPANY	11/06/20	BEER	LIQUOR	NON-DEPARTMENTAL	218.40
	11/06/20	BEER	LIQUOR	NON-DEPARTMENTAL	536.85
		TOTAL:			755.25
ATLANTIC BOTTLING COMPANY	11/06/20	BEER	LIQUOR	NON-DEPARTMENTAL	8,897.46
	11/06/20	MIX	LIQUOR	NON-DEPARTMENTAL	258.79
		TOTAL:			9,156.25
BRADLEY BEHREND	11/06/20	#20-25 ERS	GENERAL FUND	POLICE ADMINISTRATION	1,250.00
		TOTAL:			1,250.00
BELTLINE AUTOMOTIVE LLC	11/06/20	#14-35 IGNITION COIL	GENERAL FUND	POLICE ADMINISTRATION	439.35
	11/06/20	#14-35 IGNITION COIL	GENERAL FUND	POLICE ADMINISTRATION	371.33
	11/06/20	#20-24 OIL CHANGE/FILTER	GENERAL FUND	POLICE ADMINISTRATION	32.24
	11/06/20	#20-24 OIL CHANGE/FILTER	GENERAL FUND	POLICE ADMINISTRATION	7.50
		TOTAL:			850.42
CALVIN BERGER	11/06/20	PICKLE BALL COURT	RECREATION	PARK AREAS	3,396.00
	11/06/20	8TH AVE SIDEWALK TREE DAMA	RECREATION	TREE REMOVAL	1,212.00
		TOTAL:			4,608.00
BEVERAGE WHOLESALERS INC	11/06/20	MIX	LIQUOR	NON-DEPARTMENTAL	179.20
	11/06/20	BEER	LIQUOR	NON-DEPARTMENTAL	6,724.95
	11/06/20	BEER	LIQUOR	NON-DEPARTMENTAL	665.60

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	11/06/20	BEER	LIQUOR	NON-DEPARTMENTAL	15,767.20
	11/06/20	BEER	LIQUOR	NON-DEPARTMENTAL	258.00_
				TOTAL:	23,594.95
BREAKTHRU BEVERAGE MINNESOTA BEER LLC	11/06/20	BEER	LIQUOR	NON-DEPARTMENTAL	122.75
	11/06/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	4,949.83
	11/06/20	WINE	LIQUOR	NON-DEPARTMENTAL	226.00
	11/06/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	4,089.14
	11/06/20	MIX	LIQUOR	NON-DEPARTMENTAL	163.00
	11/06/20	WINE	LIQUOR	NON-DEPARTMENTAL	707.60
	11/06/20	FREIGHT	LIQUOR	O-SOURCE MISC	88.34
	11/06/20	FREIGHT	LIQUOR	O-SOURCE MISC	5.55
	11/06/20	FREIGHT	LIQUOR	O-SOURCE MISC	81.40
	11/06/20	FREIGHT	LIQUOR	O-SOURCE MISC	27.75_
				TOTAL:	10,461.36
BTU INC	11/06/20	FILTERS FOR CITY HALL	GENERAL FUND	GENERAL GOVT BUILDINGS	146.82_
				TOTAL:	146.82
C&S CHEMICALS INC	11/06/20	4463 GALLONS OF ALUM	MUNICIPAL WASTEWAT	O-PURIFY MISC	5,199.40_
				TOTAL:	5,199.40
CEMSTONE CONCRETE MATERIALS LLC	11/06/20	SIDEWALKS	GENERAL FUND	PAVED STREETS	1,855.46
	11/06/20	8TH AVENUE SIDEWALK	GENERAL FUND	PAVED STREETS	458.25_
				TOTAL:	2,313.71
CHAMBER OF COMMERCE	11/06/20	LODGING TAX-SEPTEMBER	GENERAL FUND	LODGING TAX/TOURISM	14,191.38_
				TOTAL:	14,191.38
CLAIR VAN GROUW CONSTRUCTION INC	11/06/20	PARK SHELTER BUILDINGS	RECREATION	NON-DEPARTMENTAL	7,014.68-
	11/06/20	PARK SHELTER BUILDINGS	RECREATION	PARK AREAS	140,293.67_
				TOTAL:	133,278.99
CLAREYS SAFETY EQUIPMENT	11/06/20	TUBULAR WEBBING	GENERAL FUND	FIRE ADMINISTRATION	507.09_
				TOTAL:	507.09
COOPERATIVE ENERGY CO- ACCT # 5910807	11/06/20	FLOWER CUSHMAN	RECREATION	PARK AREAS	12.88
	11/06/20	#408 OIL	STORM WATER MANAGE	STREET CLEANING	130.20_
				TOTAL:	143.08
CULLIGAN OF WORTHINGTON	11/06/20	MONTHLY SERVICE	GENERAL FUND	GENERAL GOVT BUILDINGS	57.95
	11/06/20	MONTHLY SERVICE	GENERAL FUND	PAVED STREETS	2.50
	11/06/20	MONTHLY SERVICE	GENERAL FUND	PAVED STREETS	16.25
	11/06/20	MONTHLY SERVICE	RECREATION	PARK AREAS	2.50
	11/06/20	MONTHLY SERVICE	RECREATION	PARK AREAS	16.25
	11/06/20	MONTHLY SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	18.00
	11/06/20	MONTHLY SERVICE	ELECTRIC	ACCTS-RECORDS & COLLEC	38.83_
				TOTAL:	152.28
DAN WAGNER CONSTRUCTION	11/06/20	AIRPORT HOUSE WINDOWS & SI	AIRPORT	O-GEN MISC	8,000.00_
				TOTAL:	8,000.00
DANS ELECTRIC INC	11/06/20	DIGESTER HEAT EXCHANGE SER	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	210.00_
				TOTAL:	210.00
DGR ENGINEERING	11/06/20	JBS EXPANSION PLANNING	ELECTRIC	O-DISTR STATION EXPENS	2,583.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	11/06/20	JBS EXPANSION PLANNING	ELECTRIC	FA DISTR STATION EQUIP	2,075.00_
				TOTAL:	4,658.00
DIAMOND VOGEL PAINT	11/06/20	PAINT	GENERAL FUND	SIGNS AND SIGNALS	192.00_
				TOTAL:	192.00
DITCH WITCH OF SOUTH DAKOTA INC	11/06/20	EXCHANGE- EZ CONNECT	ELECTRIC	O-DISTR UNDERGRND LINE	34.24-
	11/06/20	BENTONITE	ELECTRIC	O-DISTR MISC	598.20_
				TOTAL:	563.96
DK BUILDINGS, LLC	11/06/20	10TH STREET PLAZA	RECREATION	NON-DEPARTMENTAL	10,529.50-
	11/06/20	10TH STREET PLAZA	RECREATION	10TH STREET PAVILION	210,590.00_
				TOTAL:	200,060.50
DOLL DISTRIBUTING LLC	11/06/20	BEER	LIQUOR	NON-DEPARTMENTAL	2,815.45
	11/06/20	MIX	LIQUOR	NON-DEPARTMENTAL	60.00
	11/06/20	BEER	LIQUOR	NON-DEPARTMENTAL	8,551.90
	11/06/20	BEER	LIQUOR	NON-DEPARTMENTAL	1,675.35_
				TOTAL:	13,102.70
DUBOIS CHEMICALS INC	11/06/20	CHEMICALS	INDUSTRIAL WASTEWA	O-PURIFY MISC	8,666.15_
				TOTAL:	8,666.15
DUININCK INC	11/06/20	BLACKTOP POT HOLES	GENERAL FUND	PAVED STREETS	250.92
	11/06/20	2020 BITUMINOUS OVERLAYS	IMPROVEMENT CONST	NON-DEPARTMENTAL	5,022.21
	11/06/20	2020 BITUMINOUS OVERLAYS	IMPROVEMENT CONST	OVERLAY PROGRAM	107.10
	11/06/20	2020 SAN/STORM SEWER IMPRO	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	1,646.82
	11/06/20	2020 SAN/STORM SEWER IMPRO	MUNICIPAL WASTEWAT	PROJECT #3	90.00
	11/06/20	2020 SAN/STORM SEWER IMPRO	MUNICIPAL WASTEWAT	PROJECT #7	24,261.70
	11/06/20	2020 SAN/STORM SEWER IMPRO	STORM WATER MANAGE	NON-DEPARTMENTAL	1,743.39
	11/06/20	2020 SAN/STORM SEWER IMPRO	STORM WATER MANAGE	PROJECT #6	2,804.50
	11/06/20	2020 SAN/STORM SEWER IMPRO	STORM WATER MANAGE	PROJECT #22	128.00_
				TOTAL:	36,054.64
ECHO GROUP INC	11/06/20	LIGHTBULB FOR EXTERIOR	GENERAL FUND	CENTER FOR ACTIVE LIVI	76.80
	11/06/20	11" CABLE TIES	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	23.02_
				TOTAL:	99.82
EHRLERS COMPANIES	11/06/20	THOMPSON HOTEL PROFORMA AN	GENERAL FUND	OTHER GEN GOVT MISC	1,103.75_
				TOTAL:	1,103.75
EMAGINE	11/06/20	SECURITY CERT FOR SERVER	ELECTRIC	ACCTS-INFO & INSTR ADV	179.00_
				TOTAL:	179.00
FERGUSON ENTERPRISES LLC #1657	11/06/20	STORM SEWER	STORM WATER MANAGE	STORM DRAINAGE	14.53_
				TOTAL:	14.53
FIFE WATER SERVICES INC	11/06/20	CHEMICALS	INDUSTRIAL WASTEWA	O-PURIFY MISC	11,450.82
	11/06/20	CHEMICALS	INDUSTRIAL WASTEWA	O-PURIFY MISC	11,532.87_
				TOTAL:	22,983.69
FLOW MEASUREMENT AND CONTROL	11/06/20	CALIBRATION OF FLOW METERS	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	685.00_
				TOTAL:	685.00
FORUM COMMUNICATIONS COMPANY	11/06/20	OCTOBER ADS-BUSINESS DIREC	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	88.00_
				TOTAL:	88.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
FRONTIER COMMUNICATION SERVICES	11/06/20	TECH SUPPORT-MOVE PHONE	LIQUOR	O-GEN MISC	330.00_
				TOTAL:	330.00
GOPHER STATE ONE CALL	11/06/20	MONTHLY LOCATE SERVICES	WATER	O-DISTR MISC	58.05
	11/06/20	MONTHLY LOCATE SERVICES	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	58.05
	11/06/20	MONTHLY LOCATE SERVICES	ELECTRIC	O-DISTR MISC	116.10_
				TOTAL:	232.20
GRAHAM TIRE OF WORTHINGTON INC	11/06/20	#17-23 OIL CHANGE	GENERAL FUND	POLICE ADMINISTRATION	24.33
	11/06/20	#17-23 OIL CHANGE	GENERAL FUND	POLICE ADMINISTRATION	14.95
	11/06/20	MOUNT 2 TIRES-MULE	RECREATION	PARK AREAS	30.00_
				TOTAL:	69.28
HACH COMPANY	11/06/20	LAB CHEMICALS	WATER	O-PURIFY MISC	66.84
	11/06/20	PHOSPHORUS TESTING SUPPLIE	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	1,067.76_
				TOTAL:	1,134.60
HARVEY SIGN SERVICE LLC	11/06/20	HANDICAP SIGNS AT THEATER	ECONOMIC DEV AUTHO	BUSINESS DEVELOPMENT	1,120.00_
				TOTAL:	1,120.00
HAWKINS INC	11/06/20	TREATMENT CHEMICAL	WATER	O-PURIFY	774.93_
				TOTAL:	774.93
HOPE HAVEN INC	11/06/20	CLEANING-SEPTEMBER	GENERAL FUND	CENTER FOR ACTIVE LIVI	235.51_
				TOTAL:	235.51
ICMA	11/06/20	MEMBERSHIP RENEWAL	GENERAL FUND	ADMINISTRATION	1,053.60_
				TOTAL:	1,053.60
IDEXX DISTRIBUTION CORP	11/06/20	SAMPLE BOTTLES FOR TESTING	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	84.52_
				TOTAL:	84.52
INDIAN ISLAND WINERY	11/06/20	WINE	LIQUOR	NON-DEPARTMENTAL	271.20_
				TOTAL:	271.20
JACKSON CYCLE INC	11/06/20	MULE	RECREATION	PARK AREAS	257.90_
				TOTAL:	257.90
JANITOR'S CLOSET	11/06/20	TOILET PAPER, TRASH BAGS	RECREATION	PARK AREAS	648.88_
				TOTAL:	648.88
JERRY'S AUTO SUPPLY OF WORTHINGTON INC	11/06/20	#424 WIPER BLADE	GENERAL FUND	ECONOMIC DEVELOPMENT	24.49
	11/06/20	#414 WING	GENERAL FUND	PAVED STREETS	4.56
	11/06/20	#419 WING	GENERAL FUND	ICE AND SNOW REMOVAL	95.54
	11/06/20	FILTERS	RECREATION	SOCCER COMPLEX	46.47
	11/06/20	OLD MULE 2510	RECREATION	PARK AREAS	6.11
	11/06/20	CUSHMAN FILTERS	RECREATION	PARK AREAS	19.28
	11/06/20	RTV-KUBOTA	RECREATION	PARK AREAS	7.49
	11/06/20	FLOWER CUSHMAN	RECREATION	PARK AREAS	15.45
	11/06/20	MULE	RECREATION	PARK AREAS	12.65
	11/06/20	RESTROOMS	RECREATION	PARK AREAS	19.96_
				TOTAL:	252.00
JOBSHQ	11/06/20	CITY ENGINEER, RETAIL CLER	GENERAL FUND	PERSONNEL & RECRUITMEN	1,563.50_
				TOTAL:	1,563.50

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
JOENS WOODWORKING	11/06/20	COVID SELF BAGGING STATION LIQUOR		O-GEN MISC	1,606.33_
				TOTAL:	1,606.33
JOHNSON BROTHERS LIQUOR CO	11/06/20	WINE	LIQUOR	NON-DEPARTMENTAL	45.16-
	11/06/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	13,290.23
	11/06/20	WINE	LIQUOR	NON-DEPARTMENTAL	1,468.47
	11/06/20	MIX	LIQUOR	NON-DEPARTMENTAL	85.90
	11/06/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	4,765.18
	11/06/20	WINE	LIQUOR	NON-DEPARTMENTAL	6,642.49
	11/06/20	MIX	LIQUOR	NON-DEPARTMENTAL	28.00
	11/06/20	FREIGHT	LIQUOR	O-SOURCE MISC	1.69-
	11/06/20	FREIGHT	LIQUOR	O-SOURCE MISC	242.54
	11/06/20	FREIGHT	LIQUOR	O-SOURCE MISC	63.52
	11/06/20	FREIGHT	LIQUOR	O-SOURCE MISC	85.08
	11/06/20	FREIGHT	LIQUOR	O-SOURCE MISC	161.45_
				TOTAL:	26,786.01
JOHNSTON AUTOSTORES	11/06/20	ALL SQUADS-HALOGEN BULBS	GENERAL FUND	POLICE ADMINISTRATION	40.74_
				TOTAL:	40.74
KRIS ENGINEERING INC	11/06/20	KRIS ENGINEERING INC	GENERAL FUND	ICE AND SNOW REMOVAL	14,007.34_
				TOTAL:	14,007.34
KUECHLE UNDERGROUND, INC	11/06/20	GLENWOOD HEIGHTS 2ND ADDT	ECONOMIC DEV AUTHO	NON-DEPARTMENTAL	5,378.30-
	11/06/20	GLENWOOD HEIGHTS 2ND ADDT	ECONOMIC DEV AUTHO	MISC HOUSING DEVELOPME	107,566.00
	11/06/20	GLENWOOD HEIGHTS 2ND ADDT	IMPROVEMENT CONST	NON-DEPARTMENTAL	330.00-
	11/06/20	GLENWOOD HEIGHTS 2ND ADDT	IMPROVEMENT CONST	HOMWOOD HILLS SIDEWAL	4,400.00
	11/06/20	GLENWOOD HEIGHTS 2ND ADDT	IMPROVEMENT CONST	GLENWOOD HGTS II ST SW	2,200.00_
				TOTAL:	108,457.70
LEAGUE OF MN CITIES INSURANCE TRUST	11/06/20	LMC IT CLAIM #LMC CA 10708	SAFETY PROMO/LOSS	HEALTH/SAFETY/FITNESS	134.95_
				TOTAL:	134.95
MIDWEST ALARM COMPANY INC	11/06/20	DIGITAL MESSAGING SIGNAGE	LIQUOR	O-GEN MISC	39,065.90_
				TOTAL:	39,065.90
MIDWEST FIRE EQUIP & REPAIR CO INC	11/06/20	INST ANODES IN PUMP	GENERAL FUND	FIRE ADMINISTRATION	3,482.00_
				TOTAL:	3,482.00
MIDWESTERN MECHANICAL INC	11/06/20	ANNUAL FIRE SPRINKLER INSP	GENERAL FUND	PAVED STREETS	370.00_
				TOTAL:	370.00
MINNESOTA DEPT OF HEALTH	11/06/20	SAFE WATER DRINKING APP FE	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	800.00_
				TOTAL:	800.00
MINNESOTA ENERGY RESOURCES CORP	11/06/20	GAS SERVICE	GENERAL FUND	GENERAL GOVT BUILDINGS	250.19
	11/06/20	GAS SERVICE	GENERAL FUND	PAVED STREETS	126.91
	11/06/20	GAS SERVICE	GENERAL FUND	PAVED STREETS	57.88
	11/06/20	GAS SERVICE	GENERAL FUND	CENTER FOR ACTIVE LIVI	256.02
	11/06/20	GAS SERVICE-DARLING DRIVE	RECREATION	THEATER	48.86
	11/06/20	GAS SERVICE	RECREATION	PARK AREAS	126.91
	11/06/20	GAS SERVICE	RECREATION	OLSON PARK CAMPGROUND	142.01
	11/06/20	GAS SERVICE	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	212.92
	11/06/20	GAS SERVICE	WATER	O-DISTR MISC	18.50
	11/06/20	GAS SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	620.70
	11/06/20	GAS SERVICE	LIQUOR	O-GEN MISC	359.26

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	11/06/20	GAS SERVICE	AIRPORT	O-GEN MISC	130.09
	11/06/20	GAS SERVICE	AIRPORT	O-GEN MISC	115.93
				TOTAL:	2,466.18
MINNESOTA VALLEY TESTING LABS INC	11/06/20	BIOSOLIDS ANALYSIS	MUNICIPAL WASTEWAT	O-PURIFY MISC	1,463.40_
				TOTAL:	1,463.40
MISCELLANEOUS V VOGT WALTER BRUCE BARBER	11/06/20	CORN LEFT FOR SNOW BARRIER	GENERAL FUND	ICE AND SNOW REMOVAL	282.68
	11/06/20	REIMBURSE HANGAR RENT	AIRPORT	NON-DEPARTMENTAL	178.32_
				TOTAL:	461.00
MINN DEPARTMENT OF PUBLIC SAFETY	11/06/20	WPD DRUG FORFEIT-2008 HYUN	GENERAL FUND	POLICE ADMINISTRATION	21.00_
				TOTAL:	21.00
MORGAN CREEK VINEYARDS	11/06/20	WINE	LIQUOR	NON-DEPARTMENTAL	469.20_
				TOTAL:	469.20
MORRIS ELECTRONICS INC	11/06/20	SERVICE CLERKS COMPUTER	GENERAL FUND	CLERK'S OFFICE	380.00
	11/06/20	CISCO IP PHONES	WATER	O-DISTR MISC	1,008.44
	11/06/20	MALWARE PROTECTION	WATER	ACCTS-RECORDS & COLLEC	301.25
	11/06/20	TECHNICAL SUPPORT	WATER	ACCTS-RECORDS & COLLEC	229.30
	11/06/20	TECHNICAL SUPPORT	WATER	ACCTS-RECORDS & COLLEC	20.00
	11/06/20	CISCO IP PHONES	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	877.95
	11/06/20	MALWARE PROTECTION	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	301.25
	11/06/20	TECHNICAL SUPPORT	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	229.30
	11/06/20	TECHNICAL SUPPORT	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	20.00
	11/06/20	CISCO IP PHONES	ELECTRIC	O-DISTR METERS	1,011.40
	11/06/20	CISCO IP PHONES	ELECTRIC	O-DISTR MISC	505.70
	11/06/20	CISCO IP PHONES	ELECTRIC	ADMIN OFFICE SUPPLIES	585.30
	11/06/20	MALWARE PROTECTION	ELECTRIC	ACCTS-RECORDS & COLLEC	602.50
	11/06/20	TECHNICAL SUPPORT	ELECTRIC	ACCTS-RECORDS & COLLEC	458.60
	11/06/20	CISCO IP PHONES	ELECTRIC	ACCTS-RECORDS & COLLEC	3,744.70
	11/06/20	TECHNICAL SUPPORT	ELECTRIC	ACCTS-RECORDS & COLLEC	40.00
	11/06/20	SWITCH REPLACEMENT	DATA PROCESSING	DATA PROCESSING	80.00
	11/06/20	FIX STEVES E-MAIL ISSUE	DATA PROCESSING	DATA PROCESSING	35.00
	11/06/20	TAPE BACKUP	DATA PROCESSING	DATA PROCESSING	70.00
	11/06/20	TAPE BACKUP	DATA PROCESSING	DATA PROCESSING	70.00
	11/06/20	POE SWITCHES NEW PHONE SYS	DATA PROCESSING	DATA PROCESSING	2,500.00_
				TOTAL:	13,070.69
MUSCH CONSTRUCTION, INC	11/06/20	CD12 DIVERSION STRUCTURE R	STORM WATER MANAGE	PROJECT #28	1,585.00_
				TOTAL:	1,585.00
MYRL & ROY'S PAVING INC	11/06/20	POT HOLES	GENERAL FUND	PAVED STREETS	228.15_
				TOTAL:	228.15
NEO ELECTRICAL SOLUTIONS, LLC	11/06/20	LIGHTING MAINTENANCE & INS	AIRPORT	O-GEN MISC	4,323.00_
				TOTAL:	4,323.00
NICOLE R KEMPEMA	11/06/20	OCTOBER CLEANING-CITY HALL	GENERAL FUND	GENERAL GOVT BUILDINGS	2,100.00
	11/06/20	OCTOBER CLEANING-BAC	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	641.25_
				TOTAL:	2,741.25
NOBLES COUNTY AUDITOR/TREASURER	11/06/20	USE OF FORCE RECERTIFICATI	GENERAL FUND	POLICE ADMINISTRATION	600.00_
				TOTAL:	600.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
NOBLES COUNTY ATTORNEY	11/06/20	WPD DWI FORFEITURE	GENERAL FUND	POLICE ADMINISTRATION	2.10
	11/06/20	WPD DRUG FORFEITURE-YOUNGM	GENERAL FUND	POLICE ADMINISTRATION	42.00_
		TOTAL:			44.10
NOBLES COUNTY AUDITOR/TREASURER	11/06/20	SOLID WASTE MANAGEMENT-SEP	WASTE MANAGEMENT C	SOLID WASTE/RECYCLE	7,288.00_
		TOTAL:			7,288.00
NOBLES COUNTY IT DEPT	11/06/20	ELITE DESKTOP MINI	WATER	O-DISTR MISC	2,234.73
	11/06/20	ELITE DESKTOP MINI	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	744.91
	11/06/20	ELITE DESKTOP MINI	ELECTRIC	O-DISTR METERS	1,628.92
	11/06/20	ELITE DESKTOP MINI	ELECTRIC	O-DISTR MISC	1,489.82
	11/06/20	ELITE DESKTOP MINI	ELECTRIC	O-DISTR MISC	3,961.39
	11/06/20	ELITE DESKTOP MINI	ELECTRIC	ADMIN OFFICE SUPPLIES	1,698.04
	11/06/20	ELITE DESKTOP MINI	ELECTRIC	ACCTS-RECORDS & COLLEC	6,880.08_
		TOTAL:			18,637.89
NOBLES COUNTY LANDFILL	11/06/20	DEMO	ELECTRIC	M-DISTR UNDERGRND LINE	36.38
	11/06/20	DEMO	ELECTRIC	M-DISTR UNDERGRND LINE	42.72
	11/06/20	DEMO	ELECTRIC	M-DISTR UNDERGRND LINE	28.34
	11/06/20	DEMO	ELECTRIC	M-DISTR UNDERGRND LINE	21.15
	11/06/20	DEMO	ELECTRIC	M-DISTR UNDERGRND LINE	20.60_
		TOTAL:			149.19
ONE OFFICE SOLUTION-WOCITY	11/06/20	LAMINATING POUCHES, BLUE P	GENERAL FUND	ELECTIONS	121.39
	11/06/20	ONE OFFICE SOLUTION-WOCITY	GENERAL FUND	CLERK'S OFFICE	34.69
	11/06/20	LAMINATING POUCHES, BLUE P	GENERAL FUND	CLERK'S OFFICE	108.96
	11/06/20	HAND SANITIZER	GENERAL FUND	ENGINEERING ADMIN	13.22
	11/06/20	DISINFECTING WIPES	GENERAL FUND	ENGINEERING ADMIN	9.94
	11/06/20	LETTERHEAD	GENERAL FUND	ENGINEERING ADMIN	36.85
	11/06/20	HAND SANITIZER	GENERAL FUND	ECONOMIC DEVELOPMENT	13.23
	11/06/20	DISINFECTING WIPES	GENERAL FUND	ECONOMIC DEVELOPMENT	9.95
	11/06/20	LETTERHEAD	GENERAL FUND	ECONOMIC DEVELOPMENT	73.68_
		TOTAL:			421.91
ONE OFFICE SOLUTION-NCLAW	11/06/20	PENS, PAPER	GENERAL FUND	SECURITY CENTER	18.31
	11/06/20	PENS, PAPER	GENERAL FUND	SECURITY CENTER	18.32
	11/06/20	PENS, CD SLEEVES	GENERAL FUND	SECURITY CENTER	17.95
	11/06/20	PENS, CD SLEEVES	GENERAL FUND	SECURITY CENTER	17.95
	11/06/20	ENVELOPES	GENERAL FUND	SECURITY CENTER	15.22
	11/06/20	ENVELOPES	GENERAL FUND	SECURITY CENTER	15.22
	11/06/20	PADDED MAILERS	GENERAL FUND	SECURITY CENTER	6.48
	11/06/20	PADDED MAILERS	GENERAL FUND	SECURITY CENTER	6.48_
		TOTAL:			115.93
ONE OFFICE SOLUTION-WOCITY	11/06/20	PUBLIC WORKS COPIER SERVIC	GENERAL FUND	PAVED STREETS	89.00
	11/06/20	MX2600N	GENERAL FUND	PAVED STREETS	37.40
	11/06/20	MXC301W	LIQUOR	O-GEN MISC	75.77
	11/06/20	PRINTED ENVELOPES-NO WINDO	DATA PROCESSING	DATA PROCESSING	191.26
	11/06/20	HANGING FOLDERS	DATA PROCESSING	DATA PROCESSING	7.45
	11/06/20	MX5140N	DATA PROCESSING	COPIER/FAX	170.74_
		TOTAL:			571.62
ONE OFFICE SOLUTION-WOPOLI	11/06/20	INK CARTRIDGE	GENERAL FUND	POLICE ADMINISTRATION	80.71_
		TOTAL:			80.71
ONE OFFICE SOLUTION-WOUTIL	11/06/20	SOFT SOAP	WATER	ADMIN OFFICE SUPPLIES	1.80

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	11/06/20	PENS, CALCULATOR TAPE	WATER	ADMIN OFFICE SUPPLIES	5.24
	11/06/20	SOFT SOAP	WATER	ADMIN OFFICE SUPPLIES	1.70
	11/06/20	SOFT SOAP	WATER	ACCTS-RECORDS & COLLEC	1.80
	11/06/20	SERVICE AGREEMENT-SHARP MX	WATER	ACCTS-RECORDS & COLLEC	48.42
	11/06/20	PENS, CALCULATOR TAPE	WATER	ACCTS-RECORDS & COLLEC	5.25
	11/06/20	SOFT SOAP	WATER	ACCTS-RECORDS & COLLEC	1.70
	11/06/20	SOFT SOAP	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	1.80
	11/06/20	PENS, CALCULATOR TAPE	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	5.24
	11/06/20	SOFT SOAP	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	1.70
	11/06/20	SOFT SOAP	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	1.79
	11/06/20	SERVICE AGREEMENT-SHARP MX	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	48.41
	11/06/20	PENS, CALCULATOR TAPE	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	5.24
	11/06/20	SOFT SOAP	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	1.70
	11/06/20	SOFT SOAP	ELECTRIC	ADMIN OFFICE SUPPLIES	3.60
	11/06/20	PENS, CALCULATOR TAPE	ELECTRIC	ADMIN OFFICE SUPPLIES	10.49
	11/06/20	SOFT SOAP	ELECTRIC	ADMIN OFFICE SUPPLIES	3.41
	11/06/20	SOFT SOAP	ELECTRIC	ACCTS-RECORDS & COLLEC	3.60
	11/06/20	SERVICE AGREEMENT-SHARP MX	ELECTRIC	ACCTS-RECORDS & COLLEC	96.84
	11/06/20	PENS, CALCULATOR TAPE	ELECTRIC	ACCTS-RECORDS & COLLEC	10.49
	11/06/20	SOFT SOAP	ELECTRIC	ACCTS-RECORDS & COLLEC	3.40
				TOTAL:	263.62
PAUSTIS WINE COMPANY	11/06/20	WINE	LIQUOR	NON-DEPARTMENTAL	5,329.33
	11/06/20	FREIGHT	LIQUOR	O-SOURCE MISC	72.50
				TOTAL:	5,401.83
PEPSI COLA BOTTLING CO OF PIPESTONE, M	11/06/20	MIX	LIQUOR	NON-DEPARTMENTAL	70.00
	11/06/20	MIX	LIQUOR	NON-DEPARTMENTAL	41.90
				TOTAL:	111.90
PHILLIPS WINE & SPIRITS INC	11/06/20	WINE	LIQUOR	NON-DEPARTMENTAL	9,100.63
	11/06/20	WINE	LIQUOR	NON-DEPARTMENTAL	2,488.25
	11/06/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	15,267.68
	11/06/20	WINE	LIQUOR	NON-DEPARTMENTAL	2,478.50
	11/06/20	MIX	LIQUOR	NON-DEPARTMENTAL	47.00
	11/06/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	74.99
	11/06/20	FREIGHT	LIQUOR	O-SOURCE MISC	117.40
	11/06/20	FREIGHT	LIQUOR	O-SOURCE MISC	72.67
	11/06/20	FREIGHT	LIQUOR	O-SOURCE MISC	262.03
	11/06/20	FREIGHT	LIQUOR	O-SOURCE MISC	74.35
	11/06/20	FREIGHT	LIQUOR	O-SOURCE MISC	1.69
				TOTAL:	29,831.83
BRIAN POWERS	11/06/20	MONTHLY BOILER CHECK-OCTOB	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	310.00
				TOTAL:	310.00
QUARNSTROM & DOERING P A	11/06/20	CECILEE STREET DEVELOPMENT	GENERAL FUND	CITY ATTORNEY	360.00
	11/06/20	LUTTERMAN ASSMT APPEAL	IMPROVEMENT CONST	W GATEWAY DR SANITARY	357.75
				TOTAL:	717.75
RACOM CORP	11/06/20	#20-25 EQUIP SQUAD	GENERAL FUND	POLICE ADMINISTRATION	3,791.97
	11/06/20	EARPHONE KIT	GENERAL FUND	POLICE ADMINISTRATION	53.00
	11/06/20	SWEEPER RADIO	STORM WATER MANAGE	STREET CLEANING	608.40
				TOTAL:	4,453.37
REKER CONSTRUCTION & AGGREGATE LLC	11/06/20	AIRPORT	AIRPORT	O-GEN MISC	328.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
				TOTAL:	328.00
RONS REPAIR INC	11/06/20	#419 LIGHTS	GENERAL FUND	PAVED STREETS	1.57_
				TOTAL:	1.57
ROUND LAKE VINEYARDS & WINERY LLC	11/06/20	WINE	LIQUOR	NON-DEPARTMENTAL	1,039.50_
				TOTAL:	1,039.50
RUNNINGS SUPPLY INC-ACCT#9502440	11/06/20	BATH TISSUE, SOFTENER SALT	MUNICIPAL WASTEWAT	O-PURIFY MISC	38.92
	11/06/20	COLLECTION DEPT SUPPLIES	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	39.90
	11/06/20	#300 TOOLS & EQUIPMENT	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	42.97
	11/06/20	LIFT STATION LIGHT BULBS/S	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	16.92
	11/06/20	BATTERIES, ICE MELT	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	17.97
	11/06/20	BULBS, PORTABLE HEATER	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	48.27
	11/06/20	STEEL TOE MUDD BOOTS	ELECTRIC	O-DISTR MISC	119.98_
				TOTAL:	324.93
RUNNINGS SUPPLY INC-ACCT#9502485	11/06/20	KEYBOARD DUSTER, CAR FRESH	GENERAL FUND	POLICE ADMINISTRATION	73.35
	11/06/20	#419 WING	GENERAL FUND	PAVED STREETS	21.98
	11/06/20	ANTIFREEZE RESTROOMS	RECREATION	PARK AREAS	14.94
	11/06/20	SAFETY GEAR	RECREATION	PARK AREAS	54.94
	11/06/20	AIRPORT	AIRPORT	O-GEN MISC	52.49_
				TOTAL:	217.70
SCHAAP SANITATION	11/06/20	SOLID WASTE MANAGEMENT-SEP	GARBAGE COLLECTION	SOLID WASTE/RECYCLE	70,692.40
	11/06/20	SOLID WASTE MANAGEMENT-SEP	GARBAGE COLLECTION	SOLID WASTE/RECYCLE	14,248.04
	11/06/20	SOLID WASTE MANAGEMENT-SEP	GARBAGE COLLECTION	SOLID WASTE/RECYCLE	655.60-
	11/06/20	SOLID WASTE MANAGEMENT-SEP	GARBAGE COLLECTION	CODE ENFORCEMENT	4,555.00_
				TOTAL:	88,839.84
SCHOLTES MOTORS INC	11/06/20	#435 OIL CHANGE	GENERAL FUND	ENGINEERING ADMIN	32.80_
				TOTAL:	32.80
SCHWALBACH ACE HARDWARE-5930	11/06/20	CLEANING SUPPLIES	GENERAL FUND	PAVED STREETS	20.85_
				TOTAL:	20.85
SCHWALBACH ACE #6067	11/06/20	CLEANING SUPPLIES	MUNICIPAL WASTEWAT	O-PURIFY MISC	15.99
	11/06/20	CLEANING SUPPLIES	MUNICIPAL WASTEWAT	O-PURIFY MISC	12.99_
				TOTAL:	28.98
SISTER CITIES INTERNATIONAL	11/06/20	2020 MEMBERSHIP DUES	GENERAL FUND	MAYOR AND COUNCIL	440.00_
				TOTAL:	440.00
SMITH TRUCKING INC	11/06/20	OFF-PEAK LED LIGHTING	ELECTRIC	CUSTOMER INSTALL EXPEN	598.55_
				TOTAL:	598.55
SOUTHERN GLAZER'S WINE AND SPIRITS LL	11/06/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	7,083.52
	11/06/20	MIX	LIQUOR	NON-DEPARTMENTAL	93.40
	11/06/20	WINE	LIQUOR	NON-DEPARTMENTAL	362.00
	11/06/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	11,281.44
	11/06/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	270.00
	11/06/20	WINE	LIQUOR	NON-DEPARTMENTAL	1,876.00
	11/06/20	FREIGHT	LIQUOR	O-SOURCE MISC	90.11
	11/06/20	FREIGHT	LIQUOR	O-SOURCE MISC	9.25
	11/06/20	FREIGHT	LIQUOR	O-SOURCE MISC	1.85
	11/06/20	FREIGHT	LIQUOR	O-SOURCE MISC	11.10

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	11/06/20	FREIGHT	LIQUOR	O-SOURCE MISC	152.08
	11/06/20	FREIGHT	LIQUOR	O-SOURCE MISC	1.85
	11/06/20	FREIGHT	LIQUOR	O-SOURCE MISC	46.25_
				TOTAL:	21,278.85
SOUTHWEST REGIONAL FIRE DEPT ASSN	11/06/20	2020 ANNUAL DUES	GENERAL FUND	FIRE ADMINISTRATION	60.00_
				TOTAL:	60.00
STUART C IRBY CO	11/06/20	PARK FIXTURES	ELECTRIC	FA DISTR ST LITE & SIG	3,630.00_
				TOTAL:	3,630.00
THYSSENKRUPP ELEVATOR CORP	11/06/20	ELEVATOR SERVICE	GENERAL FUND	CENTER FOR ACTIVE LIVI	438.24_
				TOTAL:	438.24
TRI-STATE RENTAL CENTER	11/06/20	SEROLOGY TESTING	GENERAL FUND	PAVED STREETS	135.00_
				TOTAL:	135.00
TYLER TECHNOLOGIES	11/06/20	TYLER OUTPUT PROCESSOR SER DATA PROCESSING		DATA PROCESSING	6,540.00_
				TOTAL:	6,540.00
UNITED PARCEL SERVICE INC	11/06/20	UPS INTERNET SHIPPING CHAR ELECTRIC		O-DISTR MISC	19.27_
				TOTAL:	19.27
US POSTAL SERVICE	11/06/20	REFILL POSTAGE DUE ACCOUNT ELECTRIC		ADMIN OFFICE SUPPLIES	39.06_
				TOTAL:	39.06
VERIZON WIRELESS	11/06/20	WIRELESS SERVICE	GENERAL FUND	POLICE ADMINISTRATION	947.53
	11/06/20	WIRELESS SERVICE	GENERAL FUND	POLICE ADMINISTRATION	595.42
	11/06/20	WIRELESS SERVICE	GENERAL FUND	SECURITY CENTER	62.53
	11/06/20	WIRELESS SERVICE	GENERAL FUND	SECURITY CENTER	62.54
	11/06/20	WIRELESS SERVICE	GENERAL FUND	ANIMAL CONTROL ENFORCE	41.69
	11/06/20	WIRELESS SERVICE	GENERAL FUND	ANIMAL CONTROL ENFORCE	35.01
	11/06/20	WIRELESS SERVICE	GENERAL FUND	CODE ENFORCEMENT	41.69
	11/06/20	WIRELESS SERVICE	GENERAL FUND	CODE ENFORCEMENT	35.01_
				TOTAL:	1,821.42
VINOCOPIA INC	11/06/20	WINE	LIQUOR	NON-DEPARTMENTAL	1,920.00
	11/06/20	LIQUOR	LIQUOR	NON-DEPARTMENTAL	541.25
	11/06/20	WINE	LIQUOR	NON-DEPARTMENTAL	507.97
	11/06/20	FREIGHT	LIQUOR	O-SOURCE MISC	30.00
	11/06/20	FREIGHT	LIQUOR	O-SOURCE MISC	28.50_
				TOTAL:	3,027.72
VIVIAL INC.	11/06/20	FRONTIER DIR. ADVERTISING	GENERAL FUND	ADMINISTRATION	122.80_
				TOTAL:	122.80
CASEY ALLEN VORTHERMS	11/06/20	LABOR TO MOVE CHECKER STAN	LIQUOR	O-GEN MISC	865.00_
				TOTAL:	865.00
PHILLIP JAY WILLARDSON	11/06/20	SNOW REMOVAL	GENERAL FUND	CODE ENFORCEMENT	70.00_
				TOTAL:	70.00
WINE MERCHANTS	11/06/20	WINE	LIQUOR	NON-DEPARTMENTAL	1,344.00
	11/06/20	FREIGHT	LIQUOR	O-SOURCE MISC	20.28_
				TOTAL:	1,364.28

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
WORTHINGTON CABLE 3 TV PUBLIC ACCESS	11/06/20	FRANCHISE FEE-CLARITY/VAST CABLE TELEVISION	CABLE		20,394.70_
				TOTAL:	20,394.70
WORTHINGTON ELECTRIC INC	11/06/20	RELOCATE POS SYSTEM	LIQUOR	O-GEN MISC	7,250.00_
				TOTAL:	7,250.00
WORTHINGTON GLASS INC	11/06/20	GLASS BARRIERS	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	4,387.72
	11/06/20	TEMPERED GLASS	LIQUOR	O-GEN MISC	2,318.75_
				TOTAL:	6,706.47
YMCA	11/06/20	CAL MANAGEMENT - OCTOBER	GENERAL FUND	CENTER FOR ACTIVE LIVI	3,820.33_
				TOTAL:	3,820.33
ZABINSKI BUSINESS SERVICES INC	11/06/20	CREDIT CARD TERMINAL	LIQUOR	O-GEN MISC	1,932.75_
				TOTAL:	1,932.75

## ===== FUND TOTALS =====

101	GENERAL FUND	58,904.87
202	MEMORIAL AUDITORIUM	4,785.72
229	RECREATION	345,663.62
231	ECONOMIC DEV AUTHORITY	105,304.67
401	IMPROVEMENT CONST	14,850.06
601	WATER	4,777.95
602	MUNICIPAL WASTEWATER	39,622.34
604	ELECTRIC	32,988.79
605	INDUSTRIAL WASTEWATER	31,649.84
606	STORM WATER MANAGEMENT	7,014.02
609	LIQUOR	200,687.53
612	AIRPORT	13,127.83
702	DATA PROCESSING	9,664.45
703	SAFETY PROMO/LOSS CTRL	134.95
872	CABLE TELEVISION	20,394.70
873	GARBAGE COLLECTION	88,839.84
878	WASTE MANAGEMENT COLL	7,288.00

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GRAND TOTAL: 985,699.18  
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