

# **WORTHINGTON CITY COUNCIL**

## **AGENDA**

**7:00 P.M. - Monday, December 14, 2020**

**City Hall Council Chambers**

- A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**
- B. INTRODUCTIONS AND OPENING REMARKS**
- C. AGENDA ADDITIONS/CHANGES AND CLOSURE**
  - 1. Additions/Changes
  - 2. Closure
- D. PUBLIC HEARING - HEARING FOR NORTH CRAILSHEIM ROAD WATER EXTENSION - ENGINEERING CASE ITEM 1 (BLUE)**
  - 1. Open Hearing
  - 2. Hearing Presentation
  - 3. Testimony
  - 4. Close Hearing
  - 5. Action on Hearing
- E. PUBLIC HEARING - NOBLES HOME INITIATIVE REQUEST - 1326 AND 1332 NORTH CRAILSHEIM ROAD (DAN KRUEGER) - COMMUNITY/ECONOMIC DEVELOPMENT CASE ITEM 1 (GRAY)**
  - 1. Open Hearing
  - 2. Hearing Presentation
  - 3. Testimony
  - 4. Close Hearing
  - 5. Action on Hearing
- F. PUBLIC HEARING - NOBLES HOME INITIATIVE REQUEST - 1207 AND 1209 SOUTH SHORE DRIVE (V & O PROPERTIES) - COMMUNITY/ECONOMIC DEVELOPMENT CASE ITEM 2 (GRAY)**
  - 1. Open Hearing
  - 2. Hearing Presentation
  - 3. Testimony
  - 4. Close Hearing
  - 5. Action on Hearing

**G. CONSENT AGENDA**

1. CITY COUNCIL MINUTES (WHITE)
  - a. City Council Minutes of November 23, 2020
  - b. Special City Council Minutes of November 18
2. MINUTES OF BOARDS AND COMMISSIONS (PINK)
  - a. Water & Light Commission Minutes of December 7, 2020
  - b. Park & Recreation Advisory Board Meeting Minutes of December 3, 2020
3. a. CITY COUNCIL BUSINESS - ADMINISTRATION (WHITE)  
Case Item(s)
  1. 2021 License Renewals
4. b. CITY COUNCIL BUSINESS - PUBLIC WORKS (GREEN)  
Case Item (s)
  1. Approve 2021 Park User Fees and Campground Rates
5. BILLS PAYABLE (WHITE)  
  
PLEASE NOTE: All utility expenditures are listed as 601, 602, and 604, and are approved by the Water and Light Commission

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

Case Items

1. Resolutions Approving the 2020 Tax Levies Collectible in 2021
2. 2021 Budget Resolution
3. Cross Cultural Advisory Committee
4. Nominating Committee Recommendation for Committee Appointments

5. Award of Bid - Lake Outlet Pipe Lining and Rehabilitation
6. Award of Bid - Ice Arena Roof Improvements
7. Professional Services Agreement - Lake Outlet Pipe Lining and Rehabilitation Construction Services
8. International Union of Operating Engineers (I.U.O.E.) Local #49, Law Enforcement Labor Services #4 and #274 Contracts
9. City Hall Closure Thursday, December 24, 2020

**I. CITY COUNCIL BUSINESS - PUBLIC SAFETY (TAN)**

Case Items

1. Acceptance of Program Funds - Secret Santa
2. Acceptance of Program Funds - Secret Santa
3. Acceptance of Program Funds - Secret Santa

**J. CITY COUNCIL BUSINESS - PUBLIC UTILITIES (YELLOW)**

Case Items

1. 2021 Utility Department Strategic Financial Plans

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

Case Items

1. YMCA 2021 Summer Youth Recreation Programs Agreement
2. YMCA Summer Program Fees
3. Adopt Resolutions Accepting Park Bench Donations
4. Park & Recreation Advisory Board Recommendation on Changing the Name of Cherry Point Park - Informational Item

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

Case Items

1. Hearing for North Crailsheim Road Water Extension

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

Case Items

3. Final Plat - Glenwood Heights Second Addition (City of Worthington)
4. Authorization to Proceed with Preliminary Plat Application for Cecilee Extension Property
5. Conservation Reserve Program Contract (Glenwood Heights Second Addition)
6. Non-Profit Land Uses in Commercial Zoning Districts

**N. 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

**O. CITY ADMINISTRATOR REPORT**

**P. ADJOURNMENT**



**WORTHINGTON CITY COUNCIL  
REGULAR MEETING, NOVEMBER 23, 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, Alan Oberloh, Larry Janssen, Amy Ernst and Mike Harmon.

Staff present: Jason Brisson, Assistant City Administrator/Director of Economic Development; Jeremiah Cromie, City Planner; Todd Wietzema, Public Works Director; Steve Robinson, City Administrator; Debra Olsen, Staff Accountant; Mindy Eggers, City Clerk.

Others present: Justine Wettschrek, Radio Works; Ryan McGaughey, The Globe; Chris Kielblock, Paulette Sjogren, Loreena Luetgers, Clair Williams, Cheniqua Johnson, Honorary Council Member.

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**

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

**CONSENT AGENDA APPROVED**

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

- City Council Minutes of Regular Meeting of November 16, 2020
- Water & Light Commission Meeting Minutes of November 16, 2020
- Board of Canvass Meeting Minutes of November 13, 2020
- Planning Commission Meeting Minutes of November 4, 2020
- Economic Development Meeting Minutes of November 10, 2020
- Park & Recreation Advisory Board Meeting Minutes of November 4, 2020
- Public Arts Commission Meeting Minutes of October 13, 2020
- Heron Lake Watershed Board Meeting Minutes of September 16, 2020
- Municipal Liquor Store Income Statement for the Period of January 1, 2020 through October 31, 2020
- Bills payable and totaling \$2,699,768.99 be ordered paid

**RESOLUTION NO. 2020-11-106 ADOPTED ACCEPTING A DONATION FROM EARLY  
RISERS KIWANIS**

Steve Robinson, City Administrator, said in November of 2018, city staff was approached by members of the Worthington Early Risers Kiwanis, looking to start a fundraising campaign for a new All-Inclusive Playground in one of our city parks. After discussions among the group and city staff it was determined that the best location for this new playground would be Chautauqua Park.

The new All-Inclusive Playground idea was presented to the Park and Recreation Advisory Committee and City Council receiving approval that Chautauqua Park would be the best location for the park.

The Kiwanis group started their fundraising efforts in the summer of 2019 and were awarded a \$125,000.00 matching grant by the Worthington Regional Healthcare Foundation. The City of Worthington pledged \$100,000.00 dollars of their sales tax revenue towards the project, making the total playground budget \$350,000.00, if all the matching funds were granted. They have successfully continued fundraising and as of last week have hit the goal of \$125,000.00 and will receive the matching grant from the Worthington Regional Health Care Foundation.

Early Risers Kiwanis members Paulette Sjogren, Loreena Luetgers, and Clair Williams gave an overview of the fundraising campaign. Ms. Leutgers stated out of the 31 pieces of equipment 16 pieces have been sold. She explained there are pickets available for sale for \$75.00 a piece and a name or business can be put on them. Mr. Williams said out of over 200 donors 98% of the money has come from 20 miles around Worthington. There is also a donor board that will be in the park that will list the people that have donated equipment.

Mr. Wietzema stated that a grant for \$25,000.00 was received from Legacy of Play as well. Council Member Cummings said that all of the funds from the Deep Freeze Dip will be donated to the All Inclusive Park this year.

Jeff Rotert, Executive Director, Worthington Regional Healthcare Foundation stated that this was made possible by the generosity of our community. A check was presented to the City of Worthington for \$253,228.51, to go towards the new All-Inclusive playground in Chautauqua Park.

**THIRD READING AND ORDINANCE NO. 1166 ADOPTED TO AMEND WORTHINGTON CITY CODE, TITLE IX 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 third reading of a proposed ordinance to amend City Code, Title IX and XV, Chapters 92, 97, 99 and 155 Limiting Storage of Inoperable Vehicles by Auto Repair Shops.

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

A motion was made by Council Member Ernst, seconded by Council Member Harmon and unanimously carried to approve the third reading and subsequently adopt the proposed ordinance:

ORDINANCE NO. 1166

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

(Refer to Ordinance File for complete copy of Ordinance)

**THIRD READING AND PROPOSED ORDINANCE NO. 1167 ADOPTED 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 third 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.

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

A motion was made by Council Member Ernst, seconded by Council Member Harmon and unanimously carried to approve the third reading and subsequently adopt the proposed ordinance.

ORDINANCE NO. 1167

AN ORDINANCE TO AMEND WORTHINGTON CITY CODE XV, CHAPTER 152.012 TO INCLUDE A LETTER MAP REVISION FOR FLOOD PLAIN MAPS EFFECTIVE DECEMBER 31, 2020

(Refer to Ordinance File for complete copy of Ordinance)

**RESOLUTION NO. 2020-11-107 ADOPTED ESTABLISHING A SEASONAL FEE FOR MOBILE FOOD UNITS AS SPECIFIED IN CITY CODE TITLE XI, CHAPTER 113**

The proposed ordinance adding a new subchapter in Chapter 113: Peddlers, Solicitors and Transient Merchants Code to allow seasonal Mobile Food Units was given a third reading and adopted at the November 9, 2020 Council meeting. In coordination with the ordinance the resolution establishing the fee and insurance requirements is being presented as specified in City Code Title XI, Chapter 113. Seasonal Mobile Food Units will pay an application fee of \$500.00 and must have a State of Minnesota sales tax number and Department of Health license. A Certificate of Insurance showing general liability insurance in the amount of \$1,000,000.00 per seasonal permit in which the City is named an additional insured must also be included.

Council action is requested on the proposed resolution shown in *Exhibit 2*.

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

unanimously carried to receive the report and adopt the following resolution:

RESOLUTION NO. 2020-11-107

A RESOLUTION ESTABLISHING A SEASONAL FEE FOR MOBILE FOOD UNITS AS SPECIFIED IN CITY CODE TITLE XI, CHAPTER 113

(Refer to Resolution File for complete copy of Resolution)

**APPROVED WORTHINGTON FIRE FIGHTERS RELIEF ASSOCIATION PENSION ADJUSTMENT**

Steve Robinson, City Administrator, stated the Voluntary Firefighters meeting eligibility requirements are entitled to receive retirement benefits in the form of a lump sum payment. Each eligible firefighter receives the benefit level in effect at the time of their retirement from active service. The benefit level has been adjusted from time to time to reflect inflation and to remain attractive in recruiting new volunteers. The current benefit is \$2,921.00 per year of active service. The last adjustment occurred in January 2019. The relief association is requesting a two percent adjustment effective January 1, 2021 representative of an annual adjustment of one percent. The new retirement benefit will then be \$2,979.00. Required City annual contributions to the Pension Relief Fund would increase \$2,692 per year.

A motion was made by Council Member Janssen, seconded by Council Member Ernst and unanimously carried to approve the Worthington Fire Fighters Relief Association Pension adjustment to \$2,979.00 per year.

**TRAFFIC AND SAFETY COMMITTEE'S DOWNTOWN PARKING RESTRICTIONS RECOMMENDATION - INFORMATIONAL ITEM**

Mr. Robinson stated at the October 27, 2020 Traffic & Safty Committee meeting, members were asked to review the current City Center parking restrictions, to see if there were any recommended changes. Currently there is a mix of 2 and 4-hour parking restrictions in this area. After a lengthy discussion there was a motion presented and unanimously approved to leave the parking restrictions as they are currently posted.

Some of the reasons cited by the committee for leaving the restrictions the same included:

- These restrictions were originally proposed by the downtown businesses
- The worry that if these spaces were made longer term, downtown employees would use retail spaces.
- There are a number of areas relatively close with longer term parking.
- The availability of city owned parking lots.

**RESOLUTION NO. 2020-11-108 ADOPTED APPROVING CHANGES IN THE SEWER RATE SCHEDULE**

Scott Hain, Public Utilities Manager, explained the proposed 2021 Sewer Service Charge System Sewer Rates. He said the "average" residential user (4,000 gallons per month) will see about a \$3.09/month or 9.9% increase.

Mr. Hain explained the monthly sewer charge consists of two components, a usage charge and a connection charge. The usage charge is to recover the cost of conveying and treating wastewater. This charge is comprised of debt service and user charges for flow and the pollutant loading parameters of Biological Oxygen Demand (BOD), Total Suspended Solids (TSS), and Total Phosphorus (TP). The usage charge is billed to non-industrial customers based on water consumption and assumed pollutant levels. The usage charge per 1,000 gallons is proposed to increase \$0.347/1,000 gallons, or 9.56%, for non-industrial users. The "connection charge" or minimum monthly charge is to recover costs such as those for billing, collection system improvements, treating inflow and infiltration (I&I), and debt service on reserve capacity. The monthly connection charge is proposed to increase \$1.70 or 10.28%. The connection charge increase is primarily attributable to the amount of the increase in the budget for system capital improvements. Mr. Hain explained the increases in rates is being driven by the need for a new Industrial Waste Water Plant. He said the new plant will be constructed on the property directly east of the current plant with final design work to be completed by May 202 and advertise for bids in July 2021. Construction is slated to start late summer with completion in 2023.

Mr. Hain explained several funding options have been investigated and WPU falls short of qualifying for some of the grants that are available. There is a Clean Water Revolving Fund loan that is available with an interest rate of 1.09% for 20 years. He said that WPU has not had debt since 2001 and the substantial reserve fund could be used to pay debt service.

Mr. Hain said the total revenue of \$2,427,257 to be generated by the 2021 rates is \$238,869 (10.9%) more than the \$2,188,388 budgeted to be generated from the 2020 rates. The large increase this year would allow to mitigate rates going forward.

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

RESOLUTION NO. 2020-11-108

A RESOLUTION APPROVING CHANGES IN THE SEWER RATE SCHEDULE

(Refer to Resolution File for complete copy of Resolution)

**DEVELOPMENT AGREEMENT APPROVED - (CLARK - VINROOT PROPERTIES, LLC)**

Jason Brisson, Assistant City Administrator/Economic Development Director, said at its November 9, 2020 meeting, the City Council approved a development agreement with Clark Unlimited Properties, LLC to provide tax increment financing to assist with the redevelopment of the historic Hotel Thompson building. However, between the timeframe when the development agreement was drafted and the developer was asked to execute the agreement, the developer's company finalized

an ownership and company name change.

Mr. Brisson explained Mitch Clark has bought out Bob Buysse's interest in the Hotel Thompson property and formed a new company, Clark-Vinroot Properties, LLC, with Marcus Vinroot. After speaking with legal counsel, it was determined the best course of action would be to approve a new development agreement with Clark-Vinroot properties rather than assign the recently approved agreement to the new company.

A motion was made by Council Member Oberloh, seconded by Council Member Janssen and unanimously carried to approve the modified agreement for Clark-Vinroot Properties, LLC.

### **WORKFORCE HOUSING PROGRAM APPLICATION (HEH KU AND PAW EH KHE)**

Mr. Brisson stated Heh Ku and Paw Eh Khe have applied for a forgivable loan through the City's Workforce Housing Program for the eligible developer installed infrastructure improvements installed for the newly constructed house they have purchased at 2242 Eleanor Street. Mr. Brisson explained the program, which was adopted in 2008, and most recently updated in June of 2020, was created to encourage the construction of affordable housing units within the boundaries of TIF District #7 by offering forgivable loans to qualified home buyers.

Upon review of the infrastructure costs submitted by the Developer, staff has determined the value of the eligible expenditures is \$24,701.19.

Mr. Brisson said based on the program policy, the forgivable loan would be structured for five years and at an interest rate of 5%. For each year the applicant owns and resides in the home, the annual mortgage payment would be forgiven. After five years, the loan is fully forgiven. Should the applicant move or sell the house during the loan period, they would be responsible for the outstanding loan balance. After reviewing the application, staff has been able to determine that the applicant meets the eligibility criteria (i.e. income qualifications, loan-value ratio, debt-income ratio) and are eligible for the forgivable loan. As such, staff recommends the approval of a five-year forgivable loan in the amount of \$24,701.19 with an interest rate of 5%.

A motion was made by Council Member Cummings, seconded by Council Member Harmon and unanimously carried to approve the Workforce Housing application for Heh Ku and Paw Eh Khe.

### **COUNCIL COMMITTEE REPORTS**

Mayor Kuhle - No report.

Council Member Janssen - No report.

Council Member Oberloh - Reminded the community to support your local businesses.

Council Member Cummings - He said Radio Works is working on a guide for businesses that will be doing take out, curbside pick up.

Council Member Ernst - Wished everyone a Happy Thanksgiving.

Council Member Harmon - Happy Thanksgiving.

Honorary Council Member Johnson - No report.

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

Mr. Robinson had no report.

**ADJOURNMENT**

The motion was made by Council Member Oberloh, seconded by Council Member Ernst and unanimously carried to adjourn the meeting at 7:57 p.m.

Mindy L. Eggers, MCMC  
City Clerk

**WORTHINGTON CITY COUNCIL  
SPECIAL MEETING, NOVEMBER 18, 2020**

The meeting was called to order at 3:30 p.m. in City Hall Council Chambers by Mayor Pro Tem Mike Harmon with the following Council Members present: Larry Janssen, Alan Oberloh, Amy Ernst, Chad Cummings, Mike Kuhle (via conference call).

Staff members present: Steve Robinson, City Administrator; Jason Brisson, Assistant City Administrator/Director of Economic Development; Deb Olsen, Staff Accountant; Mindy Eggers, City Clerk; Dan Wycoff, Liquor Store Manager.

Others present: Cheniqua Johnson, Honorary Council Member; Leticia Rodriguez, Scott Barber, McNay Nkashama, Andrea Duarte (via Conference call).

**2021 LIQUOR STORE FUND BUDGET**

The 2020 Liquor Store Fund Budget was presented for Council review. Dan Wycoff, Liquor Store Manager, provided information on the 2020 projections which came in much higher than expected as a result of COVID-19. In March alone sales were up \$103,000.00 and income is up 14.6% for the year to date. The 2021 budget projection was left at 5% in the case things return to normal. There was \$275,000 transferred to the General Fund with an approximate \$86,787.00 remaining that Council has the authority to pay down debt or put it in reserves.

Council Member Cummings stated he would prefer to pay down the debt of the purchase and remodel project. Council concurred that paying down the debt at a faster pace should be done.

A motion was made by Council Member Cummings, seconded by Council Member Oberloh and unanimously carried to transfer \$80,000 to pay down the debt.

**2021 STREET LIGHTING BUDGET APPROVED**

Staff presented the proposed 2021 Street Lighting Budget. Steve Robinson, City Administrator, said there is no proposed change for the 2021 Street Lighting Budget. The projected 2021 income is \$270,000. A transfer of \$165,000 will be made to Public Utilities for the installation of the trail lights and street lights.

Staff is recommending no rate change. Council concurred that the rate should remain the same for the 2021 Street Lighting Budget.

**2021 STORM WATER BUDGET APPROVED**

Steve Robinson, City Administrator, said staff recommends no increase for the 2021 Storm Water Utility Budget.

Council concurred that there is no increase to the 2021 Storm Water Budget.



### **2021 BUDGET / FINAL CERTIFICATION RECOMMENDATION**

Steve Robinson, City Administrator, stated that Council had recommended a 4.0% levy increase for the 2021 budget. Mr. Robinson said there is no fluff built in to the 2021 budget.

Council Member Cummings said he would like to hear from department heads as to how they think everything went in their department, there is definitely street work that needs to be prioritized.

Council agreed to leave the 2021 levy increase at 4.0%.

### **CROSS CULTURAL ADVISORY COMMITTEE**

Steve Robinson, City Administrator, explained staff has met with individuals interested in addressing improved community engagement and outreach with the City's racially and ethnically diverse community members. The group formulated the plan for the establishment of a City Council advisory committee that would foster cross cultural communication, education and engagement.

Scott Barber explained this is a significant step in the community and will help facilitate communication between the city and diverse community. Council Member Oberloh asked how this committee relates to the Nobles County Collaborative. Mr. Barber said the Collaborative is under the School District.

Council Member Oberloh stated he has a couple of questions pertaining to the by-laws which include that city committee members be residents of the city and un-excused absences. Mr. Robinson said the ad hoc committee wants various representation on the committee. Mr. Robinson said the committee is a City Council appointed committee and all committee nominations will have to go through the Nominating Committee and then gain approval from the City Council. As far as un-excused absences they would be handled as they have been in the past through administration. Mr. Robinson noted that while the Cross Cultural Advisory Committee will be active, the decision power lies with the City Council.

Council Member Cummings stated he has a concern about the request to have a budget of \$10,000. His recommendation would be to start with a 1/3 and adjust from there based on the progress and productivity of the committee. Council Member Oberloh said he agreed as it is unprecedented that committees have separate budgets, he said they usually go through the department that the committee is related to. Mr. Robinson stated the budget for this committee would be a line item under Administration and any expense would have to be approved by the City Administrator.

McNay Nkashama said he wanted to assure the City Council that this committee will not be a platform but a partnership with the City. Cheniqua Johnson stated that the advisory committee will be good for Worthington and City Council. Mayor Kuhle stated that he is excited about the

committee and hopes it can aid in the specific needs of the community. Scott Barber stated that he will make the noted changes to the by-laws and resubmit them to staff. Mr. Robinson stated that all committee recommendations should be submitted to staff by December 2, 2020 so they can go before the Nominating Committee the next week.

Council Members agreed to have staff move forward and bring the final by-laws to City Council on December 14<sup>th</sup>.

### **ADJOURNMENT**

The motion was made by Council Member Oberloh, seconded by Council Member Ernst and unanimously carried to adjourn the meeting at 5:05 p.m.

Mindy L. Eggers, MCMC  
City Clerk

**ECONOMIC DEVELOPMENT AUTHORITY MEETING  
CITY HALL COUNCIL CHAMBERS  
NOVEMBER 23, 2020**

The Economic Development Authority meeting was called to order at 6:45 p.m. by Chairman Mike Kuhle with the following members present: Alan Oberloh, Chad Cummings, Larry Janssen, Amy Ernst, Randy Thompson and Mike Harmon.

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

Others present: Ryan McGaughey, The Globe; Justine Wettshrek, Radio Works; Chris Kielblock.

The Pledge of Allegiance was recited.

**AGENDA ADDITIONS/CHANGES AND CLOSURE**

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

**CONSENT AGENDA APPROVED**

The motion was made by Mike Harmon, seconded by Randy Thompson and unanimously carried to approve the consent agenda which included the EDA minutes of November 10, 2020.

**DEVELOPMENT AGREEMENT (CLARK - VINROOT PROPERTIES, LLC) APPROVED**

Jason Brisson, Assistant City Administrator/Director of Economic Development, explained at its November 10, 2020 meeting, the City EDA approved a development agreement with Clark Unlimited Properties, LLC to provide tax increment financing to assist with the redevelopment of the historic Hotel Thompson building. However, between the timeframe when the development agreement was drafted and the developer was asked to execute the agreement, the developer's company finalized an ownership and company name change. Mr. Brisson said Mitch Clark has bought out Bob Buysse's interest in the Hotel Thompson property and formed a new company, Clark-Vinroot Properties, LLC, with Marcus Vinroot. After speaking with legal counsel, it was determined the best course of action would be to approve a new development agreement with Clark-Vinroot properties rather than assign the recently approved agreement to the new company.

Mr. Brisson noted the only changes to the November 10, 2020 version are the developer's name and location information.

A motion was made by Chad Cummings, seconded by Amy Ernst and unanimously carried to approve the development agreement with Clark-Vinroot Properties, LLC.

**ADJOURNMENT**

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The motion was made by Amy Ernst, seconded by Randy Thompson and unanimously carried to adjourn the meeting at 6:47 p.m.

Mindy L. Eggers  
Secretary to the Authority

# City of Worthington

## Park and Recreation Advisory Board Minutes

7:00 a.m. - Thursday, December 3, 2020

Members present: Dan Krueger, Jessica Williams, Joe Vosburgh, Alan Oberloh  
Members absent: Craig Stock (excused), Gladys Aldana  
Staff present: Todd Wietzema, Scott Rosenberg and Angela Thiner  
Others Present: Meredith Daley, YMCA Director; Jordan Balster, YMCA Program Coordinator

### **CALL TO ORDER**

The meeting was called to order at 7:00 a.m. by Chairman Dan Krueger.

### **APPROVAL OF MINUTES**

A motion was made by Jessica Williams, seconded by Joe Vosburgh and unanimously approved to accept the minutes of the November 5, 2020 meeting.

### **APPROVAL OF AGENDA - ADDITIONS/DELETIONS**

With the addition of item f. "Cherry Point Park Discussion" under C. Park Advisory Board Business, Alan Oberloh moved to approve the agenda, seconded by Jessica Williams and unanimously carried.

### **PARK ADVISORY BOARD BUSINESS**

#### **2021 YMCA AGREEMENT / SUMMER PROGRAM FEES**

Todd Wietzema stated he met with Meredith Daley, YMCA Director, and they are proposing a 3% increase for the fees to administer the City recreation programs for 2021. Staff noted the increase would be roughly \$1600 per month. A copy of the agreement was provided to board members.

Ms. Daley explained that due to Covid-19 the YMCA had decreased numbers with the Summer Day Camp program as well as a significant increase staffing costs with the addition of cleaning staff. Ms. Daley noted spacing was an issue as they were only able to have 10 people per room. YMCA staff worked with MN West College and was able to use 2 MN West classrooms generating more space for the day campers and staff.

A motion was made by Alan Oberloh, seconded by Jessica Williams and unanimously carried to approve the 2021 City of Worthington / YMCA Agreement including the 3% budget increase.

A motion was made by Alan Oberloh, seconded by Jessica Williams and unanimously carried to approve the 2021 YMCA Program Fees.

#### **2021 PARK FEES**

2021 Park User Fees were presented. City Staff is proposing no changes to the park rental fees due to the uncertainty of the 2021 season and Covid-19. Staff stated there has been no changes since 2018 but currently our rates are roughly in the middle of the range with the surrounding areas.

Jessica Williams made a motion to approve no changes to the park fees for 2021. The motion was seconded by Joe Vosburgh and unanimously carried.

#### **2021 OLSON PARK CAMPGROUND FEES**

2021 Olson Park Campground rates were presented. Staff is proposing no change to the fees for 2021.

A motion was made by Alan Oberloh, seconded by Joe Vosburgh and unanimously carried to approve the 2021 Olson Park Campground fees.

### **PARK BENCH APPLICATIONS**

Scott Rosenberg stated that two requests have been made for park bench donations. The first request is the donation of a park bench in memory of Barb Elsing which would be located in Olson Campground, near the Attendant Building. The second is a request from Lexi Larson, in honor of Brian Standafer which would be located near the east end of the Bandshell where there is currently not a bench. A motion was made by Joe Vosburgh, seconded by Jessica Williams and unanimously approved to accept the park bench donations.

### **CHERRY POINT PARK DISCUSSION**

Todd Wietzema stated a lifelong Worthington resident and veteran, Tom Tracy, passed away recently. A petition was started on Facebook to rename Cherry Point Park as a memorial for Mr. Tracy. Mr. Wietzema noted he wanted the opinion of the Park and Recreation Advisory Board. Scott Rosenberg stated he was unsure if there were certain deed restrictions to Cherry Point Park that would have to be checked into further. Mr. Rosenberg expressed concern over renaming the park and what kind of precedence that would set for the future. Mr. Wietzema suggested a park bench or Veteran's Memorial may be a better solution. Joe Vosburgh and Alan Oberloh voiced concern over setting a precedence and agreed an alternate type of memorial may be more appropriate.

A motion was made by Joe Vosburgh, seconded by Jessica Williams and unanimously carried to recommend an alternate form of memorial to honor Tom Tracy in Cherry Point Park be sought.

### **SUPERVISORS REPORT**

Mr. Rosenberg stated due to the unseasonably warm and dry weather the Parks Department continues to clean up the leaves in the parks. In response to a question from Mr. Oberloh, Scott Rosenberg stated they have been hauling wood fiber to top off the playgrounds and all but 4 playgrounds are finished.

Mr. Wietzema stated the Street Department is working on tree trimming and as soon as it is safe they will put out the "Thin Ice" signs on the lake.

Mr. Oberloh asked for an update on the park projects. Mr. Wietzema stated Centennial Shelter House is almost complete, just need to finish up the electrical work, with the same being for Buss Field. The flooring is done at the Slater Park Shelter House. The parking lots at Slater Park and Ludlow Park are mostly finished. The plans are being started for the Chautauqua Restroom and Bandshell. The City of Worthington received a \$253,000 donation from the Early Riser Kiwanis group for the "All-Inclusive Playground". The playground equipment has been ordered and construction will start in the spring of 2021. The new playground is completed at Centennial Park which concluded the phase 1 park projects. Mr. Wietzema added work on the Field House has begun with hopes of the turf netting area to be done by spring.

### **OTHER BUSINESS**

Alan Oberloh noted this would be his last meeting and thanked everyone. The members of the Park and Recreation Board thanked Mr. Oberloh for his service.

### **ADJOURNMENT**

A motion was made by Alan Oberloh, seconded by Joe Vosburgh and unanimously approved to adjourn the meeting at 7:52 a.m.

## **ADMINISTRATIVE SERVICES MEMO**

**DATE: DECEMBER 11, 2020**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

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

### **CONSENT AGENDA CASE ITEMS**

#### **1. 2021 LICENSE RENEWALS**

The following 2021 License Renewal Applications have been received and are submitted for Council approval:

##### **On-Sale Beer**

Worthington Comfort Suites - 1447 Prairie Drive  
El Taco Restaurant, 420 Tenth Street  
Panda House - 913 Fourth Avenue

##### **Off-Sale Beer**

Casey's General Store #3263 - 2021 Highway 59 N  
Casey's General Store #1686 - 1704 Oxford Street  
Casey's General Store #2166 - 1007 Oxford Street  
Worthington Comfort Suites - 1447 Prairie Drive  
Fareway Store - 1028 Ryan's Road  
Food N' Fuel - 907 Diagonal Road  
Bob & Steve's Holiday #3801 - 1408 Oxford Street  
Walmart Stores, Inc., Walmart Super Center #2820, 1055 Ryan's Road  
Interstate Cenex, 1710 N. Humiston  
Top Asian Food, 312 Tenth Street  
La Azteca Grocery Store, 219 Tenth Street  
Tienda Tacana #2, 228 Tenth Street  
Mini Market Lupita, 1906 Oxford Street  
El Mexicano #3, 310 Tenth Street  
Kwik Trip, Inc., 1601 Oxford Street  
Lakeside Travel Plaza, 1097 W. Gateway Drive  
Hy-Vee Gas, 1245 Oxford Street  
Hy-Vee, 1235 Oxford Street  
La Morenita, 1321 Milton

Off-Sale Malt Liquor/Growler

Forbidden Barrel Brewing Company, LLC - 900 Third Avenue

Dance

Fraternal Order of Eagles #3282 - 205 Oxford Street  
VFW Post #3958 - 1117 2nd Avenue

Pawn

Pawn -It - 1730 Oxford Street

All the required paperwork, fees, and insurance certificates listing the City of Worthington as additional insured have been received.

Council action is requested on the 2021 License renewal applications.

**CASE ITEMS**

**1. RESOLUTIONS APPROVING THE 2020 TAX LEVIES COLLECTIBLE IN 2021**

On September 14, 2020, Council approved a proposed property tax levy of \$5,052,541 for 2021 (a 4% increase over 2020). It is Staff's recommendation to approve the final levy in the amount of \$5,052,541 (a 4% increase over 2020) as shown on the attached resolution included as ***Exhibit 1***. The levy includes a General Purpose Tax Levy of \$3,929,921 and Special Tax Levies of \$1,122,620. The Special Tax Levy includes Economic Development Tax abatements of \$25,000. Included in ***Exhibit 2*** is the Certification to the County of Taxes Voted.

**As allowed by legislation changes, public comment will be taken at this time regarding the proposed 2021 tax levies. (Budget information is included under separate cover for a short Truth in Taxation presentation.)**

Also included as ***Exhibit 3*** is the Housing and Redevelopment Authority's proposed levy of \$143,000, the same amount as pre-certified by Council on September 14, 2020.

**Suggested motion:** Move to adopt the resolutions approving the 2020 Tax Levies Collectible in 2021.



2. **2021 BUDGET RESOLUTION**

*Exhibit 4* is a resolution approving all of the separate City fund budgets. Council action is requested on the resolution.

**Suggested motion:** Move to adopt the resolution approving the 2021 fund budgets for the City of Worthington.

3. **CROSS CULTURAL ADVISORY COMMITTEE**

Members of an ad-hoc group presented their request at the November 18, 2020 special meeting for the establishment of a new City Council advisory committee, hereinafter known as the Cross Cultural Advisory Committee. The purpose of the committee is to address improved community engagement and outreach with the City's racially and ethnically diverse community members.

Advisory boards and committees may be established by City Council resolutions. The Cross Cultural Advisory Committee would be an advisory committee.

Included as *Exhibit 5* is the resolution establishing the advisory committee and *Exhibit 6* are the Committee's bylaws.

Council action is requested to approve the resolution and the bylaws establishing the Cross Cultural Advisory Committee.

4. **NOMINATING COMMITTEE RECOMMENDATION FOR COMMITTEE APPOINTMENTS**

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

Center for Active Living Committee

Appoint Karen Feit to replace Pam Rickers, to fill her unexpired term, term to expire December 31, 2021

Appoint Mike Fury to replace Diane Graber, term to expire December 31, 2020, declined to serve a second term

Appoint Bernice Camery to replace John Widboom, term to expire December 31, 2020, declined to serve a second term

Appoint Tom Navarra to replace Marcy LaVelle, term to expire December 31, 2020, declined to serve a second term

Worthington Housing & Redevelopment Authority

Re-appoint Marty Rickers to a first full three-year term, term to expire October 31, 2023

Airport Advisory Committee

Appoint Trent Palm to replace Gary Ewert, who's term expired September 30, 2020, he was not eligible to serve another term

Public Arts Commission

Appoint Brett Lehman to replace Denise Erwin, who's term expired November 30, 2020, declined to serve another term

Appoint Blake Regnier to replace Antonio Madrigal, who's term expired November 30, 2020, not eligible to serve another term

Planning Commission

Appoint Drake Hagen to fill the unexpired term of Chris Kielblock, term to expire March 31, 2023, Mr. Kielblock was elected to City Council

Cross-Cultural Advisory Committee

Appoint Tah So Ghay Collah to serve a one-year term, term to expire December 31, 2021

Appoint Kisanet Woldu to serve a two-year term, term to expire December 31, 2022

Appoint McNay Nkashama to serve a two-year term, term to expire December 31, 2022

Appoint Cheniqua Johnson to serve a two-year term, term to expire December 21, 2022

Appoint Scott Barber to serve a three-year term, term to expire December 31, 2023

Appoint Gabriella Bruning to serve a three-year term, term to expire December 31, 2023

Appoint Abrera Angolie to serve a three-year term, term to expire December 31, 2023

Appoint Andrea Duarte to serve a three-year term, term to expire December 31, 2023

**5. AWARD OF BID - LAKE OUTLET PIPE LINING AND REHABILITATION**

Overflow from the Lake Okabena dam is conveyed to the Lake Okabena Outlet and on to County Ditch 6 through two 42-inch diameter concrete pipes that in part run under the future Field House building and the Union Pacific rail line. An inspection of the condition of the pipes was performed this past winter using multi-sensor condition inspection technology including electromagnetic pipe penetrating radar. The inspection reviewed the structural condition of the pipes, offset and separated joints, and voids in the soil surrounding the pipes.

The inspection revealed deficiencies in the pipes that can be addressed using no-dig pipe rehabilitation methods. Bid documents were prepared for pipe rehabilitation. The rehabilitation work includes filling the voids in foundation soils surrounding the pipes with non-shrink grout and lining the pipes with a fiberglass reinforced cast in place pipe liner (CIPP).

CIPP provides structural rehabilitation and produces a water-tight barrier that prevents contaminated groundwater and vapors entering the pipes while minimally reducing the inside diameter of the pipes.

Bids were received on December 2, 2020 for the above project. Four contractors bid on this highly specialized work. The low bid was received from Michels Corporation of Brownsville, WI with a bid of \$624,988.00. The engineer's estimate was \$1,021,365.00. All four bids were well below the estimate. Work is scheduled to be performed during the coming winter months. A letter of award recommendation from the project engineer is included as ***Exhibit 7***. The bid abstract, which is not public information until after award of bid, will be available at the Council meeting.

Council action is requested to award the bid to Michels Corporation and authorize the Mayor and Clerk to execute the agreements.

**6. AWARD OF BID - ICE ARENA ROOF IMPROVEMENTS**

Bids were received on December 2, 2020 for roof improvements at the Worthington Ice Arena facility. The work includes mechanically attaching two layers of insulation above the existing metal roof deck and installing a fully adhered 60-mil EPDM membrane over the

insulation. Three bids were received with the low bid of \$174,700.00 submitted by Gag Sheetmetal, Inc. of New Ulm, MN (*Exhibit 8*). The architect's estimate for this project was \$275,000.00.

Staff's recommendation is to award the bid to Gag Sheetmetal, Inc. with the condition that no additional funds will be released for improvements at the Ice Arena until an acceptable open skate schedule has been agreed upon between the City and the Hockey Association.

Council action is requested.

7. **PROFESSIONAL SERVICES AGREEMENT - LAKE OUTLET PIPE LINING AND REHABILITATION CONSTRUCTION SERVICES**

Staff requested a proposal for construction services from SEH, Inc. for the above project. The scope of work to be performed by SEH is detailed in their proposal included as *Exhibit 9*. Given the specialized nature of this work it is essential to have SEH's expertise in providing oversight and observation on behalf of the City. The work will be performed on an hourly basis for an estimated not-to-exceed fee of \$48,000.00.

Staff's recommends approval of the professional services agreement with SEH contingent upon awarding the pipe rehabilitation presented in an earlier case item.

Council action is requested.

8. **INTERNATIONAL UNION OF OPERATING ENGINEERS (I.U.O.E.) LOCAL #49, LAW ENFORCEMENT LABOR SERVICES #4 AND #274 CONTRACTS**

The current contracts with I.U.O.E. Local #49, which represents non-salaried employees in the Water, Wastewater and Public Works departments and the Engineering Technicians; LELS #4 which represents non-supervisor patrol officers, detectives and dispatchers; and LELS #274 which represents patrol and dispatch supervisors expire on December 31, 2020. City and WPU administrative staff participated in two in-person negotiating sessions with I.U.O.E. representatives and have reached a tentative agreement for a one-year contract with a 2.75% cost-of-living adjustment effective January 1, 2021. The only other change to the current agreement is an adjustment to the start and stop dates for the summer hours worked by Public Works employees.

City and WPU management staff participated in two in-person negotiating sessions with LELS #4 representatives and have reached a tentative agreement for a one-year contract for a 2.75% cost-of-living adjustment effective January 1, 2021. No other changes to the current agreement are included.

There were no in-person negotiation sessions between City and WPU management and representatives of LELS #274. However, verbal discussion occurred between the City Administrator and the LELS #274 steward. A tentative agreement was reached for a one-year contract for a 2.75% cost-of-living adjustment effective January 1, 2021. No other changes to the current agreement are included.

The terms of the agreement have been presented to the Compensation Committee, comprised of two City Council members and two Water & Light Commissioners, and the committee recommends approval of the proposed terms.

The Water and Light Commission approved the terms of the IUOE agreement at their December 7, 2020 meeting contingent upon approval by the City Council.

Council is requested to approve the terms of the 2021 agreements with IUOE #49, LELS #4 and LELS#274. In continuance with past practice, non-aligned employees of the City and WPU subject to the Compensation Administration Guidelines receive the same cost-of-living adjustment.

**9. CITY HALL CLOSURE THURSDAY, DECEMBER 24, 2020**

Administration is requesting City Council approval for the closure of City offices at 12:00 p.m. on Christmas Eve, December 24, 2020. Employees shall use benefit time (vacation or comp-time) for the time off from work.

Council action is requested.

## CITY OF WORTHINGTON, MINNESOTA

### RESOLUTION APPROVING 2020 TAX LEVIES COLLECTIBLE IN 2021

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

LIMITED GENERAL PURPOSE TAX:	2020/2021 LEVY	SPECIAL TAX LEVIES:	2020/2021 LEVY
General Fund	2,383,463	G.O. Debt Service Funds including Improvement Bonds (MS 275.50 Subd. 5e and MS 429.091)	
Memorial Auditorium Fund	162,795		
Recreation Fund	912,438	PIR Series 2010A \$1,915,000	33,427
Economic Development Authority Fund	55,960	PIR Series 2012A \$2,570,000	142,740
		PIR Series 2016A \$2,345,000	135,748
		GO Series 2019A \$9,955,000	785,705
Improvement Construction Fund	371,165		
Aquatic Center Facility Fund	44,100		
TOTAL GENERAL PURPOSE TAX	<u>3,929,921</u>	SUBTOTAL DEBT SERVICE FUNDS	1,097,620
		Economic Development Tax Abatement	25,000
		TOTAL SPECIAL TAX LEVIES	<u>1,122,620</u>
RECAP OF TAX LEVY TOTALS:			
		General Purpose Levy	3,929,921
		Special Tax Levies	1,122,620
		TOTAL NET LEVY	<u>5,052,541</u>

The City Clerk is hereby directed to transmit  
a certified copy of this resolution to the  
County Auditor of Nobles County, Minnesota.

ATTEST:

Mayor: \_\_\_\_\_

City Clerk: \_\_\_\_\_

Passed by the City Council of the City of  
Worthington this \_\_\_\_\_ day of  
\_\_\_\_\_, 2020.

STATE OF MINNESOTA

COUNTY OF NOBLES

CITY OF Worthington

# 2021 TAXES VOTED

TO THE COUNTY AUDITOR OF NOBLES COUNTY:

RESOLVED, That the following sums be, and hereby are, levied upon the taxable property in the City of Worthington, County of Nobles, State of Minnesota for the year **2021**, for the following purposes:

FUND # OR PURPOSE	GROSS LEVY (Budget Requirement)	STATE AIDS (Less)	CERTIFIED NET LEVY (Equals)
1) General	3,929,921		3,929,921
3) Road and Bridge			
4) Fire Department			
5) Water Improvement			
6) Water Maintenance			
7) Sewer			
9) Streets	1,097,620		1,097,620
11) Economic Development	25,000		25,000
Debt Obligation			
<b>Grand Total</b>	5,052,541		5,052,541

I hereby certify that the above is a true and correct copy of the sums levied upon the taxable property in the City of Worthington, by the city council.

Dated this 14th of December, 2020.

\_\_\_\_\_  
Clerk, City of \_\_\_\_\_

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

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

**SPECIAL TAX LEVY**

**CERTIFIED LEVY  
2020/2021**

**HOUSING AND REDEVELOPMENT  
AUTHORITY TAX LEVY  
(Minnesota Statute 469.033, subdivision 6)**

Special Tax for Operations

\$143,000.00

**NET CERTIFIED LEVY**

**\$143,000.00**

The City Clerk is hereby directed to transmit a certified copy of this resolution to the County Auditor of Nobles County, Worthington, Minnesota.

Passed by the City Council of the City of Worthington, Minnesota, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Signed By:

Mayor: \_\_\_\_\_

City Clerk: \_\_\_\_\_

Passed by the Worthington Housing and Redevelopment Authority of Worthington Board of Commissioners on this the 18<sup>th</sup> day of November, 2020.

Signed By:

Board Chairman: 

Executive Director: 



**CITY OF WORTHINGTON**

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

**A RESOLUTION FOR THE APPROVAL OF THE 2021 FUND BUDGETS FOR THE CITY OF WORTHINGTON, MINNESOTA.**

WHEREAS, the City Administrator has submitted a budget to this governing body in compliance with the requirements of the state; and

WHEREAS, the City Council has reviewed potential financing sources and established priorities for the allocation of resources to 2021 programs, projects and services.

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

1. The 2021 fund budgets submitted, and herein summarized are approved.
2. The Capital Improvement Program, Equipment Revolving Schedules and Reserves/Designated Balances related to these adopted budgets are approved as part of the budget.
3. The following sums are hereby appropriated for each fund:

FUND NO.	DESCRIPTION	TAX LEVY SUPPORT	GENERAL STATE/FED AID	OTHER SOURCES	TOTAL BUDGET
101	GENERAL FUND	2,383,463	3,985,682	3,052,453	9,421,598

SPECIAL REVENUE FUNDS:

202	Memorial Auditorium Fund	162,795	0	29,000	191,795
211	WRH Fund	0	0	811,932	811,932
213	Sales Tax Revenue	0	0	900,000	900,000
214	Event Center	0	0	132,000	132,000
229	Recreation Fund	912,438	0	4,953,818	5,866,256
231	Economic Development Auth. Levy Tax Abatement & EDA Levy	80,960	0	1,689,400	1,770,360
232	Worthington EDA	0	0	15,000	15,000
	TOTAL SPECIAL REVENUE FUNDS	1,156,193	0	8,531,150	9,687,343

DEBT SERVICE FUNDS:

321	Permanent Improv. Fund	0	0	135,900	135,900
335	'20A Go Sales Tax Bond Fund	0	0	97,260	97,260
347	'10A PIR Bond Fund	33,427	0	35,623	69,050
348	'12A PIR Bond Fund	142,740	0	51,985	194,725
350	'16A PIR Bond Fund	135,748	0	112,490	248,238
351	'19A G.O. Bond Fund	785,705	0	142,242	927,947
	TOTAL DEBT SERVICE FUNDS	1,097,620	0	575,500	1,673,120

FUND NO.	DESCRIPTION	TAX LEVY SUPPORT	GENERAL STATE/FED AID	OTHER SOURCES	TOTAL BUDGET
CAPITAL PROJECT FUNDS:					
	Improvement Construction				
401	Fund	371,165	661,188	3,428,759	4,461,112
409	Municipal Building Fund	0	0	5,000	5,000
419	TI District #7	0	0	1,496,610	1,496,610
425	Okabena Estates	0	0	25,200	25,200
426	CCSI Redevelopment	0	0	43,940	43,940
428	New Castle Townhomes	0	0	25	25
431	Aquatic Center	44,100	0	2,504,500	2,548,600
433	Hotel TIF	0	0	90,150	90,150
434	Northland Mall TIF	0	0	135,000	135,000
435	Grand Terrace TIF	<u>0</u>	<u>0</u>	<u>2,100</u>	<u>2,100</u>
	TOTAL CAPITAL PROJECT FUNDS	<u>415,265</u>	<u>661,188</u>	<u>7,731,284</u>	<u>8,807,737</u>
ENTERPRISE FUNDS:					
606	Storm Water	0	0	852,540	852,540
607	Street Lighting	0	0	270,000	270,000
609	Liquor	0	0	4,878,200	4,878,200
612	Airport	<u>0</u>	<u>79,750</u>	<u>205,141</u>	<u>284,891</u>
	TOTAL ENTERPRISE FUNDS	<u>0</u>	<u>79,750</u>	<u>6,205,881</u>	<u>6,285,631</u>
	DATA PROCESSING FUND	<u>0</u>	<u>0</u>	<u>363,299</u>	<u>363,299</u>
872	CABLE TV FUND	<u>0</u>	<u>0</u>	<u>127,000</u>	<u>127,000</u>
TOTAL 2021 BUDGET		<u><u>5,052,541</u></u>	<u><u>4,726,620</u></u>	<u><u>26,586,567</u></u>	<u><u>36,365,728</u></u>

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

(SEAL)

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**CITY OF WORTHINGTON**  
**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ESTABLISHING A CROSS CULTURAL ADVISORY COMMITTEE  
FOR THE CITY OF WORTHINGTON, NOBLES COUNTY, MINNESOTA**

**WHEREAS**, the City of Worthington is a cultural, racial and ethnically diverse community,

**WHEREAS**, the City Council of the City of Worthington has determined there is a need to establish a board to advise the City Council on their community engagement and provide recommendations on cross cultural community outreach and communications,

**WHEREAS**, the name of this board shall be the Cross Cultural Advisory Committee, and

**WHEREAS**, the City Council shall adopt bylaws governing the operation of the Committee.

**NOW THEREFORE BE IT RESOLVED**, the City Council of the City of Worthington, Nobles County, Minnesota, does hereby establish the Cross Cultural Advisory Committee

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

(SEAL)

CITY OF WORTHINGTON

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

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

BYLAWS  
OF  
WORTHINGTON CROSS CULTURAL ADVISORY COMMITTEE (CCAC)

ARTICLE I  
GENERAL

Section 1.     ESTABLISHMENT

Administrative boards and commissions are established by resolution by the City Council. The Worthington Cross Cultural Advisory Committee (CCAC) is an advisory committee.

Section 2.     NAME

The name of this board shall be the Worthington Cross Cultural Advisory Committee, and hereafter referred to as the CCAC.

Section 3.     PURPOSE

The purpose of the CCAC shall be to advise the City Council on their community engagement practices and provide recommendations on cross cultural, and culturally competent community outreach and communication to and from our racially and ethnically diverse community members of Worthington. The CCAC will also assist in improving the cultural competence of the city of Worthington leadership, policy, practices, and services.

ARTICLE II  
MEMBERSHIP

Section 1.     ELIGIBILITY

Any reputable person who has an interest in the City of Worthington recognizes and understands the community they identify with, and has an interest in and passion for the purposes and objectives of this CCAC shall be eligible to be a member. One member of the CCAC may be a non-city resident of Worthington.

Section 2.     MEMBERSHIPS TERMS

The CCAC should consist of nine members at-large. 8 of whom shall be at-large members, one shall be a member of the City Council, one at-large member can be a high school student or college student. The CCAC shall also have an additional ex-officio member who is a staff member of the City of Worthington as assigned by the City Administrator. The student member shall serve one-year terms. The initial terms for the at-large members shall be staggered as follows: (1) one-year term, (3) two-year terms, and (4) three-year terms. No member may serve more than two full consecutive terms. All terms of office shall expire on the 1st day of January.

Section 3. VACANCIES

In the event any vacancy shall exist on the CCAC, the CCAC shall provide a list of nominees to the Nominating Committee who then shall move nominees to the City Council. Any nominee must be reviewed and then receive a majority vote by the CCAC to be recommended to the nominated committee.

Section 4. ATTENDANCE

Members at large (8) and City Council member (1) shall be required to attend all CCAC meetings in person, CCAC members will be given access to the meetings via an online program a day before the meeting. If a CCAC member has two consecutive unexcused absences from the regular meetings, this will be cause for replacement at the discretion of the CCAC members. Recommendations for removal will be brought to the ex-officio city staff member of the committee who will bring it to the City Council. Members at large and City Council members shall be required to call the City Clerks and/or the CCAC chairperson if there will be an upcoming absence.

Section 5. VOTING

All members at-large that are in good standing will be entitled to one vote on any issue that comes before the Board. Decisions being made on behalf of the CCAC will require a simple majority vote.

Section 6. MEMBERSHIP REMOVAL

In the event that a member of the CCAC should be removed there must be a CCAC simple majority vote to nominate that member for removal. Once a simple majority vote is established, recommendations for removal will be brought to the ex-officio city staff member of the committee who will bring it to the City Council. In order for a member to be removed from the CCAC, the member nomination must receive both a majority of the CCAC vote and City Council approval. In the event that the CCAC Chairperson is the member up for removal, another CCAC member must bring their nomination for removal to the City Council.

Section 7. MEMBERSHIP PAY

Each CCAC member shall serve without pay.

ARTICLE III  
MEETINGS

Section 1. ANNUAL MEETING

The CCAC shall adhere to the City of Worthington's annual meeting requirement and include elections of CCAC officers. This annual meeting does not need to be a separate meeting from meetings designated for official business.

Section 2. MEETINGS

Regular and special meetings of the CCAC shall be at a time and place determined by the CCAC. The CCAC shall meet at no fewer than once a month.

Section 3. MEETING NOTICES

Regular and special meetings of the CCAC shall follow the standard requirement of meeting notices for all City of Worthington advisory boards and committees. Meeting notices shall be filed with the City Clerk and posted on official bulletin boards at least 24 hours in advance of the meeting.

Section 4. QUORUM

A committee quorum shall consist of five members.

Section 5. COMPLIANCE WITH OPEN-MEETING LAWS

The Worthington CCAC is appointed by the City Council and is subject to the State of Minnesota Open-Meeting Law.

ARTICLE IV  
AGENDA/MINUTES

Section 1. AGENDAS

- A. Agendas shall be sent to the CCAC Members at least 24 hours in advance of the meeting and delivered by either personal service, United States mail, fax, email or other similar means . This includes any materials the City of Worthington has for the CCAC to review.
- B. Any member at large of the CCAC may request that an item be placed on the agenda and shall do so by informing the Chairperson or Secretary at least 48 hours in advance of the meeting. Items may also be placed on the regular meeting agendas at the start of the meeting with the approval of a majority of the voting members present.

Section 2. MINUTES

All meeting minutes and any recommendations or notes from the CCAC meetings shall be submitted to its members and to the City Clerk four days prior to the next City Council meeting and no later than five business days after the committee's meeting.

ARTICLE V  
EXECUTIVE OFFICERS

Section 1. APPOINTMENT OF OFFICERS

The Worthington CCAC at its first regular meeting of each year shall elect a chairperson, vice chairperson, Secretary, and Treasurer from the voting membership. The Council member serving on the CCAC is not eligible to serve as an officer.



Section 2. DUTIES OF OFFICERS

A. Chairperson

The Chairperson shall serve as the executive head of this committee and shall preside at all meetings of the membership. The Chairperson will serve as the initial spokesperson for the CCAC at any City Council meetings or other public meetings when CCAC is called upon. The Chairperson will also serve as the primary point of contact for the CCAC.

B. Vice Chairperson

The vice chairperson shall exercise the power and authority and perform the duties of the chairperson in the absence or disability of the chairperson. The vice chairperson shall also serve as the CCAC's internal point of contact for all voting members.

C. Secretary

1. Consult with the CCAC voting members to determine the matters to be brought before the CCAC and to prepare the agenda.
2. Serve as the CCAC and City liaison and manage any and all necessary communication with the City Clerk. This includes but is not limited to: delivery of agendas, meeting minutes, posting for meetings.

D. Treasurer

1. Record, manage, and approve on any and all CCAC related expenses, purchases, and/or budget allocations.
2. Prepare all committee expense reports in writing for the City Council

ARTICLE VI  
EXPENSES AND ANNUAL BUDGET

Section 1. BOARD EXPENSES

- A. The Worthington's CCAC's annual budget shall be set by the City Council.
- B. The funds allocated annually by the City Council may be used by the CCAC to pay for any and all expenses incurred by the CCAC related to fulfilling the duties and purpose of the CCAC. The CCAC reserves the right to use these funds to their discretion as long as it aligns with the CCAC purpose outlined in the Bylaws and receives approval by majority vote of the CCAC voting members. This includes but is not limited to: any event/venue expenses, document printing or messaging expenses, community outreach efforts, and CCAC member reimbursements, or other mandatory expenses related to the members attendance of the CCAC meetings and/or any events or community lead initiatives by the CCAC.
- C. Any voting member who has an expense incurred as a result of fulfilling their duties as an CCAC member reserves the right to approach the committee for reimbursement. Any member at large given a job or directive from the City of Worthington, City Council, and/or partner of the City of Worthington to carry out a task also reserves the right to approach the CCAC for reimbursement.

## ARTICLE VII AMENDMENT

### Section 1. AMENDMENT OF BYLAWS

Amendments may be recommended by a two-thirds vote of the membership of the CCAC to the City Council. The CCAC will submit recommended amendments to the City Council within at least 10 days following the approval. The City Council shall have sole authority to amend the bylaws.

## ARTICLE VIII SEVERABILITY OF BYLAWS

If at any time, any of the provisions of these bylaws or the applicability thereof to any person or circumstances is held invalid, the remainder of these bylaws and the applicability thereof and of such provisions to other persons or circumstances shall not be affected thereby except when superseded by federal, state, or city law.

Adopted: \_\_\_\_\_  
Mayor



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December 4, 2020

RE: City of Worthington, MN  
Rehabilitation of Twin 42-inch RCP Storm  
Sewer Pipes under Fieldhouse  
Award Recommendation  
SEH No. WORTC 156198

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

On December 2, 2020, 4 bids were received for the above-referenced project. The bids ranged from a high of \$850,497.30 to a low of \$624,988.00. The low bid received was submitted by Michels Corporation, of Brownsville, WI in the amount of \$624,988.00.

Michels Corporation	\$624,988.00
Granite Inliner, LLC, MN	\$696,647.00
Subsurface, Inc.	\$767,079.00
Insituform Technologies USA, LLC	\$850,497.30

The Engineer's Estimate was \$1,021,365.00. We have attached a detailed bid tabulation for your information.

The project consists of rehabilitation of twin 42-inch RCP Storm Sewer Pipes under the Fieldhouse using the Ultra Violet Cured In Place Pipe trenchless method. Additionally there are some additional items included in the project such as 12-inch and 15-inch pipe lining and manhole rehabilitation. This work is expected to be completed by March 1, 2021 to take advantage of the low lake levels during winter

Michels Corporation is an industry leader in UV storm sewer pipe lining projects. SEH is familiar with Michels having personally worked with them on several recent CIPP water main lining projects in Minnesota during 2020. We have investigated the qualifications of Michels Corporation, and find they have a sufficient understanding of the project and the equipment to perform the construction project for which it bid.

Accordingly, we recommend the project be awarded to Michels Corporation in the amount of \$624,988.00 at your next available City Council meeting.

Sincerely,

David E. Hutton, PE (Lic. MN, ND, WI)  
Project Manager

Enclosure: Bid Tabulation

x:\uz\w\wortc\156198\6-bid-const\recommend award ltr\ecaward ltr.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 10901 Red Circle Drive, Suite 300, Minnetonka, MN 55343-9302

SEH is 100% employee-owned | sehinc.com | 952.912.2600 | 800.734.6757 | 888.908.8166 fax



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for All of Us®

December 7, 2020

RE: City of Worthington  
Ice Arena Re-Roofing Project  
Bid Award Recommendation  
SEH No. WORTC 156865

Mr. Steve Robinson  
City Administrator  
City of Worthington  
303 Ninth Street  
Worthington, MN 56187

On Wednesday, December 2, 2020 bids were received for the Worthington Ice Arena Re-Roofing Project. Three bids were received with the low bid being submitted by Gag Sheet Metal, Inc. in the amount of \$174,700. A complete tabulation of the bids is attached for your reference.

After reviewing the bids, it is our opinion that Gag Sheet Metal, Inc. has submitted the lowest responsive and responsible bid and they are qualified to complete the work as described in the contract documents. It is our recommendation to award the Worthington Ice Arena Re-Roofing Project to Gag Sheet Metal, Inc. in the amount of \$174,700.

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

Sincerely,

Brian Bergstrom, AIA  
Principal / Project Manager

Attachment  
c.

x:\uz\w\wortc\156865\6-bid-const\rec award letter.docx

Engineers | Architects | Planners | Scientists

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

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## BIDS RECEIVED

Ice Arena Re-Roofing Project  
City of Worthington  
Worthington, MN

SEH No. WORTC 156865

Bid Date: Wednesday, December 2, 2020 at 2:00 p.m.

Page 1

Bidder	Addendum Acknowledged	5% Bid Bond	Base Bid
Gag Sheet Metal, Inc.	X	X	\$174,700
Guarantee Roofing & Sheet Metal	X	X	\$185,223
Schwicker's Tecta America, LLC	X	X	\$224,880

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## Agreement for Professional Services

This Agreement is effective as of November 30, 2020, between City of Worthington, MN (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Construction Services for the Rehabilitation of the Twin 42" storm sewer pipes.

**Client's Authorized Representative:** Steve Robinson, PE  
**Address:** 303 9th Street  
Worthington, MN 56187  
**Telephone:** 507.372.8622 **email:** ser@ci.worthington.mn.us

**Project Manager:** Dave Hutton, PE  
**Address:** 10901 Red Circle Drive Suite 300  
Minnetonka, MN 55343-9302  
**Telephone:** 952-797-2329 **email:** dhutton@sehinc.com

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

See Exhibit A

**Schedule:** See Exhibit A.

**Payment:** The fee is hourly estimated to be \$48,000 including expenses and equipment.

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


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

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

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

Short Elliott Hendrickson Inc.

City of Worthington, MN

By:   
Robert L. Ellis  
Title: Principal

By: \_\_\_\_\_  
Title: \_\_\_\_\_



## General Conditions of the Agreement for Professional Services

### SECTION I – SERVICES OF CONSULTANT

#### A. General

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

#### B. Schedule

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

#### C. Additional Services

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

#### D. Suspension and Termination

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

### SECTION II – CLIENT RESPONSIBILITIES

#### A. General

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

### SECTION III – PAYMENTS

#### A. Invoices

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

#### SECTION IV – GENERAL CONSIDERATIONS

##### A. Standards of Performance

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

##### B. Indemnity for Environmental Issues

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

##### C. Limitations on Consultant's Liability

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

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

##### D. Assignment

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

#### SECTION V – DISPUTE RESOLUTION

##### A. Mediation

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

##### B. Litigation – Choice of Venue and Jurisdiction

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

#### SECTION VI – INTELLECTUAL PROPERTY

##### A. Proprietary Information

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

##### B. Client Use of Instruments of Service

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

##### C. Reuse of Documents

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

**Exhibit A-1**  
**to Letter Agreement**  
**Between City of Worthington, Minnesota (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated November 30, 2020**

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

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

**A. Hourly Basis Option**

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

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

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

**B. Expenses**

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

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

The Client shall pay Consultant monthly for expenses.

### **C. Equipment Utilization**

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

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**EXHIBIT A TO THE AGREEMENT FOR PROFESSIONAL  
SERVICES BETWEEN THE CITY OF WORTHINGTON AND SEH  
EFFECTIVE NOVEMBER 30, 2020**

November 30, 2020

RE: City of Worthington  
Construction Services for the  
Rehabilitation of the Twin 42" Storm  
Sewer Pipes  
SEH No. WORTC 157975 10.00

Steve Robinson, PE  
City Administrator  
City of Worthington  
303 9th Street  
Worthington, MN56187

Dear Mr. Robinson:

Thank you for the opportunity to provide professional services to the City of Worthington for Construction Services associated with the Twin 42" Storm Sewer Rehabilitation Project. The project has been designed and is currently out for bids, with a bid letting scheduled for December 2, 2020. The purpose of this letter is to outline the scope and fee to provide full Construction Services for the project including Construction Administration Observation and Construction Staking.

**BACKGROUND**

The project consists of lining the twin 42" storm sewer pipes providing an outlet Okabena Lake and traversing under the Fieldhouse project. It also includes lining several smaller diameter pipes and rehabilitating numerous structures. The project will utilize CIPP structural lining using Ultraviolet curing methods. The project has been designed and is currently out for bids, with a bid letting scheduled for December 2, 2020.

You are requesting that SEH provide full Construction Services including Construction Observation, Administration and Staking.

**SCOPE OF WORK**

Our proposed scope of services as outlined in the attached Task Hour Budget is comprised of four tasks, as follows:

**Task 1 – Preconstruction activities**

1. Preparing the final conformed contracts once the contract has awarded the job and distributing to the contractor for executing and reviewing bonds and insurance prior to submitting to City.
2. Attend and run the preconstruction conference meeting, including preparing all agendas and minutes
3. Reviewing and approving all pre project construction submissions.

**Task 2 - Full-time Construction Observation and Administration**

1. Prepare the monthly pay applications for City review and approval.

Engineers | Architects | Planners | Scientists

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2. Provide primary full time, construction observation to be on site full time for two full weeks (80 hours) and part time for an additional four weeks for a total of 120 hours.
3. Perform all CIPP lining approval tasks, including review and approve all submittals, review pre and post CCTV, review test samples and final laboratory results, and grant final approval of the installation.
4. Prepare the monthly pay applications for City Review and Approval.
5. Attend and run weekly construction meetings, including agendas and minutes, if necessary. These may be zoom or video meetings if desired
6. Review and recommend approval for any field change orders.
7. Oversee and submit the proper documentation for pay vouchers.
8. Coordinate any private utility coordination and relocation.
9. Oversee all final restoration activities, including roadways, manholes, turf areas, etc.
10. Coordination with railroad

### Task 3 – Construction Staking

1. Budgeting up to 10 hours for a survey crew for contractor staking needs. While this is a lining project there may need to be some staking for any excavation areas or traffic control needs or restoration. If this is not necessary, we will not use these hours.
2. Completing the As Built survey, if necessary

### Task 4 – Final close out

1. Final walk thru to develop punch list items and close out requirements
2. Preparing final pay voucher and final contractor close out letter
3. Prepare record as built plans.
4. Providing warranty information and summary to the City

### PROJECT TEAM

Dave Hutton will serve as the overall Project Manager and primary contact with the City. Construction Observation will be provided by both Luis Sandia Rodriguez and Mike Czech. Luis as expertise in trenchless rehabilitation and was the lead design engineer on the project. Mike has extensive experience in the City of Worthington so his involvement will be invaluable. Given the travel distance from the Twin Cities office for Luis, it will require overnight stays to observe the work.

Our plan is to supplement Luis's time with Mike to minimize the travel expenses. We will not be billing both observers at the same time but we feel Mike can provide boots on the ground inspection for a number of activities while Luis is available for the office support – reviewing and approving all submittals, CCTV footage, test samples, etc. and as a resource for Mike. Luis will still need to be on site during all critical periods of the lining and grouting operations.

### PROJECTED SCHEDULE

Based on a December 2 bid opening and contract completion dates, we are projecting the following schedule:

Table 1 – Schedule

Task	
Description	Estimated Completion Date
Bid Opening	Dec 2, 2020
Council awards project	Dec 14, 2020
Construction period	Jan – Feb, 2021
Final completion and close out period	March – May, 2021

Steve Robinson, PE  
November 30, 2020  
Page 3

#### COMPENSATION

We will complete our scope of work for the City for an estimated not-to-exceed fee of \$48,000. Attached is a Task Hour budget breakdown to support this fee. This includes our travel, equipment, and mileage expenses. We will invoice SEH's labor on an hourly basis.

Thank you for the opportunity to continue to work with the City of Worthington for this exciting, innovative trenchless project. We look forward to helping the City complete its rehabilitation of its pipes. Please contact me at 952-797-2329 or [dhutton@sehinc.com](mailto:dhutton@sehinc.com) with questions or comments.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



David E Hutton, PE (Lic. MN, ND, WI)  
Project Manager

Enclosures

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Project Name: Twin 42" Storm Sewer Rehab

Client: City of Worthington

SEH Project #WORTC 157925

Date November 30, 2020

Prepared by: DEH

11/16/2020

Task #1 - Preconstruction Activities											
Billing Title	CSM	PM	PE	Grad Eng	Sr Tech	RPR	Survey Crew Chief	Admin Tech	Subconsultant & Expenses	Total	
Contract Preparation (review bonds and insurance, prepare conformed contracts, etc)		2								2	
Preconstruction meeting agenda, attendance, minutes		6	8					4		18	
Review and approve all submittals and shop drawings		4	12	4						20	
QA/QC	4	4								8	
Task #2 - Construction Administration											
Project management - assumes 5 hours per week for 6 weeks	4	30								34	
On site daily inspection for CIPP UV Lining - assumes full time for 2 weeks and part time for 4 weeks			80			40				120	
Review pre and post CCTV footage			16	4						20	
Prepare monthly pay applications and calculate quantities			4			8				12	
Material sampling and laboratory testing coordination, review of test results			6	2						8	
Grouting, manhole lining technical review		4	2	2	8					16	
Traffic control			2			4				6	
Task #3 - Construction Staking											
Construction staking - up to one day of survey time budgeted for a crew to stake the project if needed (removals, restoration etc.)							8			8	
Obtain as-built survey information							4			4	
Task #4 - Project Closeout											
Site closeout walkthrough & develop punch list			4			4				8	
Final application for payment & contractor closeout letter		2	2			2				6	
Review final submittals and documentation		2	4			2				8	
Prepare as-built Record Plans					4	6				10	
Task #1 - Preconstruction Activities											
Task Hours Summary	4	16	20	4				4	N/A	48	
Task Fee Summary	\$723.20	\$3,599.36	\$2,560.00	\$442.24				\$444.16		\$7,768.96	
Task #2 - Construction Administration											
Task Hours Summary	4	34	110	8	8	52			N/A	216	
Task Fee Summary	\$723.20	\$7,648.64	\$14,080.00	\$884.48	\$2,003.71	\$6,705.92			\$1,249.80	\$33,295.55	





Project Name: Twin 42" Storm Sewer Rehab  
 Client: City of Worthington  
 SEH Project #WORTC 157925  
 Date November 30, 2020

Prepared by: DEH

11/16/2020

Billing Title	CSM	PM	PE	Grad Eng	Sr Tech	RPR	Survey Crew Chief	Admin Tech	Subconsultant & Expenses	Total
Task #3 - Construction Staking										
Task Hours Summary							12		N/A	12
Task Fee Summary							\$1,536.00		\$216.60	\$1,752.60
Task #4 - Project Closeout										
Task Hours Summary		4	10		4	14			N/A	32
Task Fee Summary		\$899.84	\$1,280.00		\$1,001.86	\$1,805.44				\$4,987.14
Project Summary										
Project Hours Summary	8	54	140	12	12	66	12	4	N/A	308
Project Fee Summary	\$1,446.40	\$12,147.84	\$17,920.00	\$1,326.72	\$3,005.57	\$8,511.36	\$1,536.00	\$444.16	\$1,466.20	\$47,804.25

## PUBLIC SAFETY MEMO

**DATE: DECEMBER 14, 2020**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

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

**CASE ITEMS****1. ACCEPTANCE OF PROGRAM FUNDS-SECRET SANTA**

As part of the Kern Schwartz estate, another \$500 has been donated to the Worthington Police Department to be distributed to members of the public through a Secret Santa Program. Worthington patrol officers will give out \$100 dollar bills tucked inside Christmas cards during traffic stops before Christmas. The late Dr. Schwartz was the original donor to the WPD Secret Santa program. Each year he donated hundreds of dollars and made a special request to remain anonymous until after his death. His great generosity and support of community policing aided our department in making positive civilian contacts and strengthened our Blue in the Community Program. For the 2020 Christmas season, the WPD Secret Santa program cards will make reference to the gifts as "Kern's Christmas Cash."

Council action is requested to adopt a resolution (*Exhibit 1*) accepting the \$500 donation.

**2. ACCEPTANCE OF PROGRAM FUNDS-SECRET SANTA**

A person who wished to remain anonymous donated \$500 to the Worthington Police Department to be distributed to members of the public through a Secret Santa Program. Worthington patrol officers will give out cash tucked inside Christmas cards during traffic stops before Christmas.

Council action is requested to adopt a resolution (*Exhibit 2*) accepting the \$500 donation.

**3. ACCEPTANCE OF PROGRAM FUNDS-SECRET SANTA**

A person who wished to remain anonymous donated \$100 to the Worthington Police Department to be distributed to members of the public through a Secret Santa Program. Worthington patrol officers will give out cash tucked inside Christmas cards during traffic stops before Christmas.

Council action is requested to adopt a resolution (*Exhibit 3*) accepting the \$100 donation.

**RESOLUTION NO. \_\_\_\_\_****A RESOLUTION ACCEPTING A DONATION OF FUNDS**

**WHEREAS**, the City of Worthington has been notified of the Last Will and Testament of Kern Schwartz, and that the decedent hereinafter "Donor" desired to donate funds to the City; and

**WHEREAS**, Donor has placed the following restrictions upon the fund distribution: \$500 to be given as gifts to members of the public, by uniformed police officers, at routine traffic stops during the Christmas season.

**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

**RESOLUTION NO. \_\_\_\_\_****A RESOLUTION ACCEPTING A DONATION OF FUNDS**

**WHEREAS**, the City of Worthington has been notified of an anonymous person, hereinafter "Donor" desired to donate funds to the City; and

**WHEREAS**, Donor has placed the following restrictions upon the fund distribution: \$500 to be given as gifts to members of the public, by uniformed police officers, at routine traffic stops during the Christmas season.

**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

**RESOLUTION NO. \_\_\_\_\_****A RESOLUTION ACCEPTING A DONATION OF FUNDS**

**WHEREAS**, the City of Worthington has been notified of an anonymous person, hereinafter "Donor" desired to donate funds to the City; and

**WHEREAS**, Donor has placed the following restrictions upon the fund distribution: \$100 to be given as gifts to members of the public, by uniformed police officers, at routine traffic stops during the Christmas season.

**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

**WORTHINGTON PUBLIC UTILITIES**  
**WATER AND LIGHT COMMISSION MEMO**

**DATE:** DECEMBER 8, 2020  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**SUBJECT:** ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

**CASE ITEM**

**1. 2021 UTILITY DEPARTMENT STRATEGIC FINANCIAL PLANS**

Under Section 6.04 of the City of Worthington Charter, the Water and Light Commission shall have the power to establish rates, fees, rules, regulations and policies for the operation and management of municipal utilities under their control subject to such ordinances as the City Council may adopt. Section 6.04 of the Charter also directs that the Commission shall annually prepare a budget forecast for the ensuing years and furnish a copy to the City Council for their review and approval.

The Water and Light Commission reviewed and approved the 2021 Wastewater Department Strategic Financial Plan at their regular meeting held on November 16, 2020. At their November 23, 2020, regular meeting the City Council, at the recommendation of the Commission, adopted the 2021 Sewer Service Charge System. At their November 16, 2020, regular meeting the Commission also reviewed and approved the 2021 Water Department Strategic Financial Plan. The 2021 Electric Department Strategic Financial Plan was considered and approved by the Water and Light Commission at their meeting held on December 7, 2020. Executive Summaries of the 2021 Worthington Public Utilities Strategic Financial Plans were delivered to the Mayor and City Council members on December 8, 2020, for advance review.

Scott Hain, General Manager, will be in attendance to discuss the contents of the 2021 Utility Department Strategic Financial Plans at the December 14, 2020, City Council meeting and, on behalf of the Water and Light Commission, will request Council approval of the plans. Council members are asked to please bring their copies of the Executive Summary to the meeting.

## PUBLIC WORKS MEMO

**DATE:** DECEMBER 14, 2020

**TO:** HONORABLE MAYOR AND CITY COUNCIL

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

## CONSENT CASE ITEMS

**1. APPROVE 2020 PARK USER FEES AND CAMPGROUND RATES**

At their December 3<sup>rd</sup>, 2020 meeting, the Park and Recreation Advisory Board proposed there be no change to the 2020 Park User fees and Olson Campground rates (**Exhibit 1**). After reviewing rates and trying to determine what our user situation will consist of in 2021, the Advisory Board feels that our current fees are acceptable.

**Council action is requested to approve the 2021 Park User fees and 2021 Olson Campground rates.**

## CASE ITEMS

**1. YMCA 2021 SUMMER YOUTH RECREATION PROGRAMS AGREEMENT**

The City of Worthington contracts with the Worthington Area YMCA to promote, manage and operate the City's summer youth recreation programs for its residents. At their December 3, 2020 meeting, the Park and Recreation Advisory Board unanimously approved a motion to enter into an agreement with the YMCA for 2021.

Attached is the agreement (**Exhibit 2**) commencing on January 1, 2021 and terminating on December 31, 2021. The management fee paid by the City to the YMCA for 2020 is \$55,620.00, a 3.00% increase over 2020, to be paid in twelve monthly installments. Also attached is a detailed report of registration and attendance for each program offering.

**Council action is requested to approve the 2021 YMCA agreement**

**2. YMCA SUMMER PROGRAM FEES**

The Park and Recreation Advisory Board, at their December 3<sup>rd</sup>, 2020 meeting, reviewed and endorsed the proposed 2021 YMCA summer program fees, included as **Exhibit 3**. The programs include the YMCA's Fun and Adventure Day Camp and Summer Sports Programs. The YMCA proposes a 5% increase to the 2021 Day Camp fees and no increase to the Summer Sports Programs fees.

**Council action is requested to approve the YMCA Summer Program Fees as shown in *Exhibit 3*.**

3. **ADOPT RESOULUTIONS ACCEPTING PARK BENCH DONATIONS**

The Park and Recreation Advisory Board has received request from two parties to place benches in city parks. The request are as follows:

- Joshua Yue and friends to place a bench in Olson Park in memory of Barb Elsing.
- Lexi A Larson to place a bench on the Chautauqua park, for Brian Standafer

The applications and resolutions accepting the donation of the benches are included as *Exhibits 4 and 5*. 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.**

4. **PARK AND RECREATION ADVISORY BOARD RECOMMENDATION ON CHANGING THE NAME OF CHERRY POINT PARK – INFORMATIONAL ITEM**

At their December 3, 2020 meeting, the Park and Recreation Advisory Board discussed the possibility of changing the name of Cherry Point Park to Tom Tracy Memorial Park. Mr. Tracy, who was a lifelong Worthington resident and Veteran recently passed away. A petition was started via Facebook to rename the park as a way to memorialize Tom Tracy.

After discussion, the Board voted unanimously to recommend an alternate form of memorial be sought to honor Mr. Tracy. City Public Works staff is willing to work with any possible donors to construct such a memorial to Mr. Tracy.



## 2021 Park User Fees and Olson Park Campground Rates

Item	2021 Fees	Comments
Chautauqua, Centennial Shelter	\$ 50.00	\$40.00 Key, Damage, Clean up Deposit
Park Open Shelters	\$ 30.00	\$40.00 Damage, Clean up Deposit
Chautauqua Band Shell	\$ 50.00	\$40.00 Damage, Clean up Deposit (add)
Ehlers Amphitheater	\$ 50.00	\$40.00 Damage, Clean up Deposit (add)
Park Open Space	\$ 50.00	99 People or Less
	\$ 110.00	100 to 499 People
	\$ 220.00	500 to 1,000 People
		\$40.00 Damage, Clean up Deposit For Park Open Space.
<b>Olson Park</b>		
		<b>2021 Fees</b>
Sites 1-12 (Bay Electric)		\$33.00
Sites 13-63 (Electric)		\$28.00
Sites 64-68 (Tent)		\$22.00
Weekly		\$195.00
Monthly		\$500.00
<b>Park Concession Fees</b>		
One Day, Non-Profit	\$ 65.00	
One Day, Profit	\$ 75.00	All one-day permits require \$100
Annual, Non-Profit	\$ 80.00	Clean-Up Deposit
Annual, Profit	\$ 175.00	All annual permits require \$300
Annual Mobile, Non-Profit	\$ 275.00	Clean-Up Deposit
Annual Mobile, Profit	\$ 375.00	

**CITY OF WORTHINGTON-WORTHINGTON AREA “Y” AGREEMENT**

This agreement made this 14th day of December, 2020, between the City of Worthington, a Municipal Corporation under the laws of the State of Minnesota, with offices at 303 Ninth Street, P.O. Box 279, Worthington, MN 56187, hereafter referred to as “City”; and the Worthington Area “Y”, a nonprofit corporation organized under the laws of the State of Minnesota with office at 1501 Collegeway, Worthington, MN 56187, hereinafter referred to as the “Y”.

Whereas, the City desires to hire the “Y” to promote and manage the City’s summer youth recreation programs for its residents to include but not limited to; tennis, track and field, baseball, girls’ softball, soccer and fun and adventure camp through the provision of staff and all related materials needed to provide for the City’s summer youth recreational programs; and

Whereas, the “Y” has the expertise in promoting, managing and operating such programming;

Now therefore, in consideration of the mutual promises set forth herein it is agreed by and between City and the “Y” as follows:

1. The “Y” shall be responsible:
  - a. To promote, manage and operate the City’s summer youth recreation program.
  - b. To review with the City’s Park and Recreation Advisory Board and City Council, the proposed summer recreation program to be offered for 2021, prior to the distribution of any promotional materials. This shall include, at a minimum, detailed description of program offering, start/end date, location site for each program, program fees and hours of each program.
  - c. To develop, promote, manage and operate summer programs to include tennis, track and field, baseball, girls’ softball, soccer and fun and adventure camp program. These programs have been a part of previous agreements.
  - d. To develop, promote, manage and operate new youth program offerings which have not been a part of previous agreements.
  - e. To develop and distribute a summer recreation brochure, exclusively, detailing the City’s summer recreation programs, registration requirements, fee and a detailed description and schedule of program activities. This shall be completed by distributing brochures within School District 518 Prairie Elementary and Middle School, St. Mary’s Catholic School and Worthington Christian School. The brochure shall also be a part of the YMCA’s summer promotion brochure distributed through the local media.

- f. To arrange for the locations for each program.
  - g. To actively promote participation in the summer recreation programs.
  - h. To locate, interview and hire adequate qualified personnel. The personnel shall be employees of the “Y”.
  - i. To purchase and provide all supplies needed to operate the summer programs.
  - j. To provide, at the end of the season, a detailed report of registration and attendance for each program offering.
2. City shall be responsible:
- a. To make available the Centennial softball diamonds for the softball and baseball programs.
  - b. To provide a utility vehicle with ball field groomer/leveler for the “Y” to prepare ball fields for baseball/softball youth programs. City will be responsible for all maintenance and fuel costs for the unit.
  - c. The City agree to maintain the Centennial softball diamonds for the summer youth programs offered at the facilities. Maintenance to include miscellaneous repairs to the outfield lighting, the addition of ag-lime to the infields as required, mowing, trimming and general maintenance of the turf areas and needed repairs to the security fences.
3. Program fee structure: the “Y” will be responsible to establish the participation fee for each program. The annual fee structure will be presented to the City for approval.
4. The “Y” and the City agree to work cooperatively with organized sports teams who desire to use City recreational facilities to ensure the team(s) do not interfere with the organized summer youth programs. The City and the “Y” agree a fee may be collected by either party from each organized sport activity which utilizes City facilities to offset any costs incurred by either party.
5. Insurance
- a. The “Y” shall maintain occurrence-based general liability insurance covering claims for bodily or personal injury, and property damage and limits of not less than \$ 1,000,000 each claim and \$ 2,000,000 each occurrence. Each CGL policy shall name the City as an additional insured.
  - b. The City shall provide liability coverage of the same requirements applicable to the “Y”. Alternatively, the City may provide equivalent liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT), using standard LMCIT coverages. Said coverage shall be in the minimum amount

- c. not to exceed the maximum liability applicable to municipalities under
  - d. Minnesota Statutes, Section 466.04, Subd. 1, as amended. The “Y” shall be added as an additional insured to the City’s coverage so as to comply with the City’s defense and indemnification obligations in this agreement. Notice of cancellation shall be provided to the Y in accordance with policy terms.
  - e. Each party shall insure its own personal property.
  - f. The “Y” shall maintain workers’ compensation insurance in compliance with all statutory requirements of the State of Minnesota.
  - g. Each policy shall be endorsed to provide that it shall not be canceled, non-renewed, or materially changed unless at least thirty (30) days’ prior written notice of cancellation or change is given to either party.
  - h. All policies shall be written by a reputable insurance company with a current AM Best Rating of A-V-II or better, and authorized to do business in Minnesota.
  - i. Certificates evidencing such insurance shall be delivered to the other party prior to the Commencement Date.
  - j. The City waives all claims against the “Y” for damage to the City’s buildings, facilities or real property to the extent that such damages are covered by the City’s insurance.
  - k. The “Y” shall defend and indemnify the City and its officers and employees from and against all liabilities, claims and expenses, including reasonable attorney fees, the City may incur as a result of the “Y”’s performance or failure to perform under this agreement, to the extent that such claims arise from or are caused by the “Y”’s negligence or misconduct. The City shall defend and indemnify the “Y” and its officers and employees from and against all liabilities, claims and expenses, including reasonable attorney fees, the “Y” may incur as a result of the City’s performance or failure to perform its obligation under this agreement, to the extent that such claims arise from or are caused by the City’s negligence or misconduct.
6. This is a twelve-month agreement commencing on the first day of January 2021 and terminating the 31<sup>st</sup> day of December, 2021. City Council appropriation of financing for similar programs for subsequent years shall not be considered an indication the city’s intent to extend or renegotiate the contract. The “Y” shall submit program and contract proposals for annual review or revision of contracted services by August 1, 2021.

7. In consideration of services to be provided by the YMCA in accordance with this agreement, the City agrees to pay a management fee of \$ 55,620.00 to the YMCA. The management fee shall be paid in twelve equal monthly installments by the end of month.
8. The City also agrees the “Y” shall be the recipient of 100% of the program fees collected for each activity promoted as the City’s summer youth recreation program.
9. The “Y” agrees it shall be responsible for 100 percent of the expenditures, to include but not limited to, staff salaries, promotion materials and program expenditures for youth program offerings promoted by the YMCA and approved by the City as a city youth recreation activity.
10. The City agrees to share in the expense of the actual documented cost for any new program offerings agreed upon and approved between the City and the “Y”. The share shall be based upon the difference between the actual expenditure less revenue collected for each new program offering at the rate of a 50/50 split.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President of YMCA Board      Date  
Of Directors

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
YMCA Executive Director      Date

## 2020 Summer Programs

The Worthington Area YMCA is asking for no price increase on any 2020 Summer programs contracted with the City of Worthington. City Partnered Programs include: Day Camp, Girls' Softball, Track & Field and Tennis.

[illegible]

YMCA Summer Recreation Total Program Registration & Attendance Report								
	Program	2020	2019	2018	2017	2016	2015	2014
*1 session	Day Camp	129	265	226	204	185	173	107
	Tennis	16	39	21	27	33	35	33
	Track: 6-9 yo	9	27	22	31	30	22	21
	Track: 10 yo +	6	19	25	16	18	17	25
	Girls' Softball	0	14	11	12	11	14	24
	Pee Wee Ball	0	30	69	55	46	27	31
	T-Ball	21	61	51	81	77	83	67
	Basketball Camp	0	33	36	33	28	31	35
	Volleyball Camp	0	34	57	47	58	44	50
	Travelling Soccer	0	72	75	79	73	52	61
		181	594	593	585	559	498	454
<b>Camp Attendance By Week</b>								
	<b>Week 1</b>	27						
	<b>Week 2</b>	27						
	<b>Week 3</b>	27						
	<b>Week 4</b>	27						
	<b>Week 5</b>	35						
	<b>Week 6</b>	35						
	<b>Week 7</b>	35						
	<b>Week 8</b>	35						
	<b>Week 9</b>	37						
	<b>Week 10</b>	37						
	<b>Week 11</b>	37						
	<b>Week 12</b>	37						
	<b>Week 13</b>	19						
	<b>Week 14</b>	11						
<p>*Capped at 27 Children for Weeks 1-4 and 13, 14</p> <p>*Capped at 36 Children for weeks 5-12</p> <p>* Any number over the cap was accommodated on a day -day basis</p> <p>Notes:</p> <p>Executive Orders prohibited us from allowing youth sports until July.</p> <p>Special events/large gatherings were not allowed= no All Conference Track Meet</p> <p>Started off with enough Day Camp Enrollments to fill all spaces at the Y; were able to secure additional space through the college for Sessions 2, 3 and the additional 2 weeks.</p> <p>Added two additional weeks that served 30 children when school start date was delayed to Sept. 8.</p>								

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

Name of Donor: Joshua Yue & friends

Address of Donor: 1637 Wexford Lane Shakopee, MN 55379

Phone Number: Work: Home: Fax: \_\_\_\_\_

Cell # 612-719-4160

Email: yuejosh21@hotmail.com

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

Memorial money to be used to purchase  
a park bench with a plaque on it

Location of Donation: Olson park / Campgrounds  
Near Attendant Building

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

In memory of Barb Elsing, "Pop a Squat"

*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: Josh Yue Date: 11/19/20  
Sign and Print Both

Donor: Lisa Yue Lisa M Yue Date: 11/19/20  
Sign and Print Both



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

A RESOLUTION ACCEPTING A DONATION OF PERSONAL PROPERTY

WHEREAS, the City of Worthington has been notified that *Joshua Yue and friends*, 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 in Olson park near the attendants building; 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).

CITY OF WORTHINGTON

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

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

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

Name of Donor: Lexi A Larson

Address of Donor: 1520 Indian Hill Road Worthington MN 56187

Phone Number: Work: Home: Fax: 507.329.4584

Email: Lexi.Larson18@gmail.com

Description of Donation: I would like to purchase a bench in honor of my Dad.

Location of Donation: Chautauquian Park East of Fondshell  
In the bay. He grew up in the bay area & there is a bench there already,  
not sure if it has already been used as a memorial but I would like to have it in that area.

Wording for Memorial Acknowledgment (if any): Beloved Husband, Father, & Grandfather  
Brian Todd Standafer

"Father if you are willing, take this cup from me; yet not my will, but yours be done." Luke 22:42

*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: Lexi A Larson Date: 11.13.2020  
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 *Lexi A Larson*, 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 in Chautauqua Park East of the 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).

CITY OF WORTHINGTON

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

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

## ENGINEERING MEMO

**DATE: DECEMBER 8, 2020**  
**TO: HONORABLE MAYOR AND COUNCIL**  
**SUBJECT: ITEMS REQUIRING COUNCIL ACTION OR REVIEW**

### AGENDA CASE ITEMS

#### 1. HEARING FOR NORTH CRAILSHEIM ROAD WATER EXTENSION

Should Council approve of the North Crailsheim Road (CSAH 10) water main improvement 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 as proposed in the project feasibility report and at the hearing, staff recommends that Council pass the resolution in Exhibit 1 Ordering Improvement and Preparation of Plans and Specifications.

A summary of the improvement costs and total estimated assessments for the project is provided below:

#### WATER MAIN

	LATERAL	TRUNK	TOTAL
Trunk Fund (due to)		(\$9,006.78)	(\$9,006.78)
Assessments	\$108,816.28	\$75,916.78	\$184,733.06
City Share	<u>\$104,973.72</u>	<u>0.00</u>	<u>\$104,973.72</u>
TOTAL	\$213,790.00	\$66,910.00	\$280,700.00

**RESOLUTION NO. 2020-12-**

**ORDERING IMPROVEMENT AND PREPARATION OF PLANS AND SPECIFICATIONS**

**WHEREAS**, Resolution No. 2020-11-105 of the City Council of the City of Worthington, adopted on November 9, 2020, fixed a date for a Council hearing on the proposed 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

**WHEREAS**, ten days' mailed notice and two weeks' published notice of the hearing was given, and all persons desiring to be heard were given an opportunity to be heard thereon.

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

1. Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report received on November 9, 2020.

2. Such improvement is hereby ordered as proposed in the council resolution adopted on November 9, 2020.

3. Bolton and Menk, Inc. is hereby designated as the engineer for such improvement and shall prepare plans and specifications for the making of such improvement.

4. The City Council declares its official intent to reimburse itself for the cost of the improvement from the proceeds of tax exempt bonds.

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

(SEAL)

---

Mike Kuhle, Mayor

Attest

---

Mindy L. Eggers, City Clerk

**COMMUNITY/ECONOMIC DEVELOPMENT MEMO**

**DATE: DECEMBER 14, 2020**  
**TO: HONORABLE MAYOR AND CITY COUNCIL**  
**SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW**

**CASE ITEMS**

**1. PUBLIC HEARING – NOBLES HOME INITIATIVE REQUEST – 1326 AND 1332 NORTH CRAILSHEIM ROAD (DAN KRUEGER)**

Exhibit 1A is a copy of the Nobles Home Initiative (NHI) application submitted by Dan Krueger. The applicant is seeking approval of tax abatement for the construction of a two-family duplex at 1326 and 1332 North Crailsheim Road. The duplex consists of two approximately 2,035 square foot units with approximately 652 and 711 square foot attached garages. The estimated value of the project is \$350,000, which would generate approximately \$3,725 in annual taxes utilizing the 2020 tax rate. The City's share would be approximately \$1,772.

Staff has reviewed the application and finds that it meets all the parameters of the NHI Guidelines. Therefore, staff is recommending approval of the application. To comply with State Statutes regarding tax abatement, a public hearing has been scheduled tonight to allow for public comment on the proposed abatement. Should Council concur with staff's recommendation, it may adopt the resolution provided in Exhibit 1B after the completion of the public hearing to approve the requested abatement.

Council action is requested.

**2. PUBLIC HEARING – NOBLES HOME INITIATIVE REQUEST – 1207 AND 1209 SOUTH SHORE DRIVE (V & O PROPERTIES)**

Exhibit 2A is a copy of the Nobles Home Initiative (NHI) application submitted by V & O Properties. The applicant is seeking approval of tax abatement for the construction of a two-family duplex at 1207 and 1209 South Shore Drive. The duplex consists of two approximately 2,150 square foot units with approximately 672 square foot attached garages. The estimated value of the project is \$410,000, which would generate approximately \$4,364 in annual taxes utilizing the 2020 tax rate. The City's share would be approximately \$2,076.

Staff has reviewed the application and finds that it meets all the parameters of the NHI Guidelines. Therefore, staff is recommending approval of the application. To comply with State Statutes regarding tax abatement, a public hearing has been scheduled tonight to allow for public comment on the proposed abatement. Should Council concur with staff's recommendation, it may adopt the resolution provided in Exhibit 2B after the completion of the public hearing to approve the requested abatement.

Council action is requested.

### **3. FINAL PLAT – GLENWOOD HEIGHTS SECOND ADDITION (CITY OF WORTHINGTON)**

The City of Worthington has submitted a request to consider the final plat for Glenwood Heights Second Addition. The preliminary plat was approved by City Council on June 8, 2020. Since the time of the approval of the preliminary plat, there were two lots added to the plat in Outlots K and L containing full draining easements to protect existing wetlands from future development as seen in Exhibit 3A. Pursuant to City Code 154.13(B)(1)(b), Planning Commission review was required based on the two new lots added to the final plat since Council's approval of the preliminary plat. Planning Commission reviewed the updated final plat at their December 1, 2020 meeting and unanimously recommended approval of the final plat to City Council with the following conditions:

1. Outlots A through H are conveyed to abutting property owners within 1 year of the recording of the plat; and
2. The owner follows all applicable local, state, and federal regulations.

Council action is requested to approve the final plat.

### **4. AUTHORIZATION TO PROCEED WITH PRELIMINARY PLAT APPLICATION FOR CECILEE EXTENSION PROPERTY**

On September 14, 2020, City Council approved a professional services agreement with Bolton and Menk that included preparing a preliminary and final plat for the Cecilee Street extension project. The subject property is located south of Interstate 90 and east of Grand Avenue. A preliminary plat is a type of subdivision that establishes the resulting new lots and includes utilities, other infrastructure, and required easements. A zoning application is required for each preliminary plat that is submitted to the City.

The property under consideration is approximately 11 acres. The site has been surveyed and staff has been informed that a preliminary plat document will be available by the December 15th deadline for the January 2021 Planning Commission meeting. The preliminary plat is anticipated to establish 17 single family lots, one multifamily lot that the Community Development Asset Group is expected purchase for their proposed housing project, and a lot for the City's existing movie theater building.

Each zoning application requires a signature by the property owner. As such, City staff is requesting the Council to consider authorizing the Mayor to sign the City's Zoning application for the proposed preliminary plat so it can be forwarded to the City's Planning Commission for consideration at their January 2021 regular meeting.

### **5. CONSERVATION RESERVE PROGRAM CONTRACT (GLENWOOD HEIGHTS SECOND ADDITION)**

City staff has been contacted by representatives from the U.S. Department of Agriculture (USDA) regarding property the City recently purchased for its planned residential development west of South Crailsheim Road and south of Foxfarm Road. USDA informed City staff that the former property owner was under contract with USDA until September 2026 to place the acreage designated by the contract into the Conservation Reserve Program (CRP). The CRP is a voluntary program that contracts with agricultural producers so that environmentally sensitive agricultural land is devoted to conservation benefits.

An excerpt from the contract is shown in Exhibit 5A. The City has not been provided with the full contract due to privacy concerns. Based on conversations with USDA and the contract appendix shown in Exhibit 5B, the former property owner is currently responsible for the contract because the City has not agreed to become a successor to the contract. If the City were to take actions that would violate the terms of the existing agreement between the former property owner and USDA, the City would be financially responsible for the default. The current payoff amount of the contract, including all cost share, annual rental payments, liquidated damages, is approximately \$3,562.00. That figure does not include interest.

Staff would like direction from the Council regarding how to proceed. The City may direct the USDA to contact the former property owner regarding the contract, the City may choose to become a successor to the contract, or the City may buy out the contract. If the City becomes a successor, the City may be able to abide by the terms of the contract until it expires in 2026. Staff will need to research the matter further to determine if the City would be able to abide by the terms of the contract while proceeding with the proposed housing development as planned. However, the City will receive no compensation from the USDA in any case.

## **6. NONPROFIT LAND USES IN COMMERCIAL ZONING DISTRICTS**

At its October 12, 2020 meeting, the City Council passed Ordinance No. 1162, an interim ordinance temporarily prohibiting nonprofit land uses in commercial zoning districts. The moratorium was intended to give City staff the opportunity to study the contribution of key retail properties to the City's local option sales tax collections without the 60-Day Deadline imposed by the State of Minnesota on land use applications. City staff has worked in conjunction with commercial real estate professionals familiar with our market and has prepared the memo shown in Exhibit 6A.

City staff would like direction from the City Council as to how to proceed. Based on the information prepared by City staff, Council may initiate the process to lift the interim ordinance or direct staff to prepare City Zoning Code amendments to mitigate the estimated impacts of nonprofit land uses in commercial zoning districts.



October 15, 2020

Tom Johnson  
Nobles County Administrator  
315 10<sup>th</sup> St.  
Worthington, MN 56187

Dear Tom:

Please accept attached material as my application for tax abatement for two new units at Six Fairway View as part of Nobles Home Initiative. We are planning to construct a two-unit duplex at 1332 and 1326 N. Crailsheim Road located on parcel ID#: 31-3406-255 in Worthington.

Find attached site map showing where the new units will be built, elevations and construction plans & site plan.

These units are built for sale and we plan to start construction as soon as possible. We appreciate your help in expediting this application. If you have any questions, please contact me at 507-360-1031.

Thank you,

Dan Krueger

Encl.

Site plan  
Elevations

DK Condo Golf Course

Crailsheim Dr. Worthington MN

Project:

THESE DRAWINGS ARE THE PROPRIETARY WORK PRODUCT OF WORTHINGTON BUILDING MATERIALS INC. (WBM INC.), DEVELOPED FOR THE EXCLUSIVE USE OF WBM INC. USE OF THESE DRAWINGS AND CONCEPTS CONTAINED THEREIN WITHOUT THE PERMISSION OF WBM INC. IS PROHIBITED AND MAY SUBJECT YOU TO A CLAIM FOR DAMAGES.

HOMEOWNER & CONTRACTOR TO VERIFY ALL DIMENSIONS, STRUCTURAL DETAILS, BUILDING CODES, AND GRADE REQUIREMENTS.

<!--Revisions

1. Removed Bonus Attic Room (9-22)

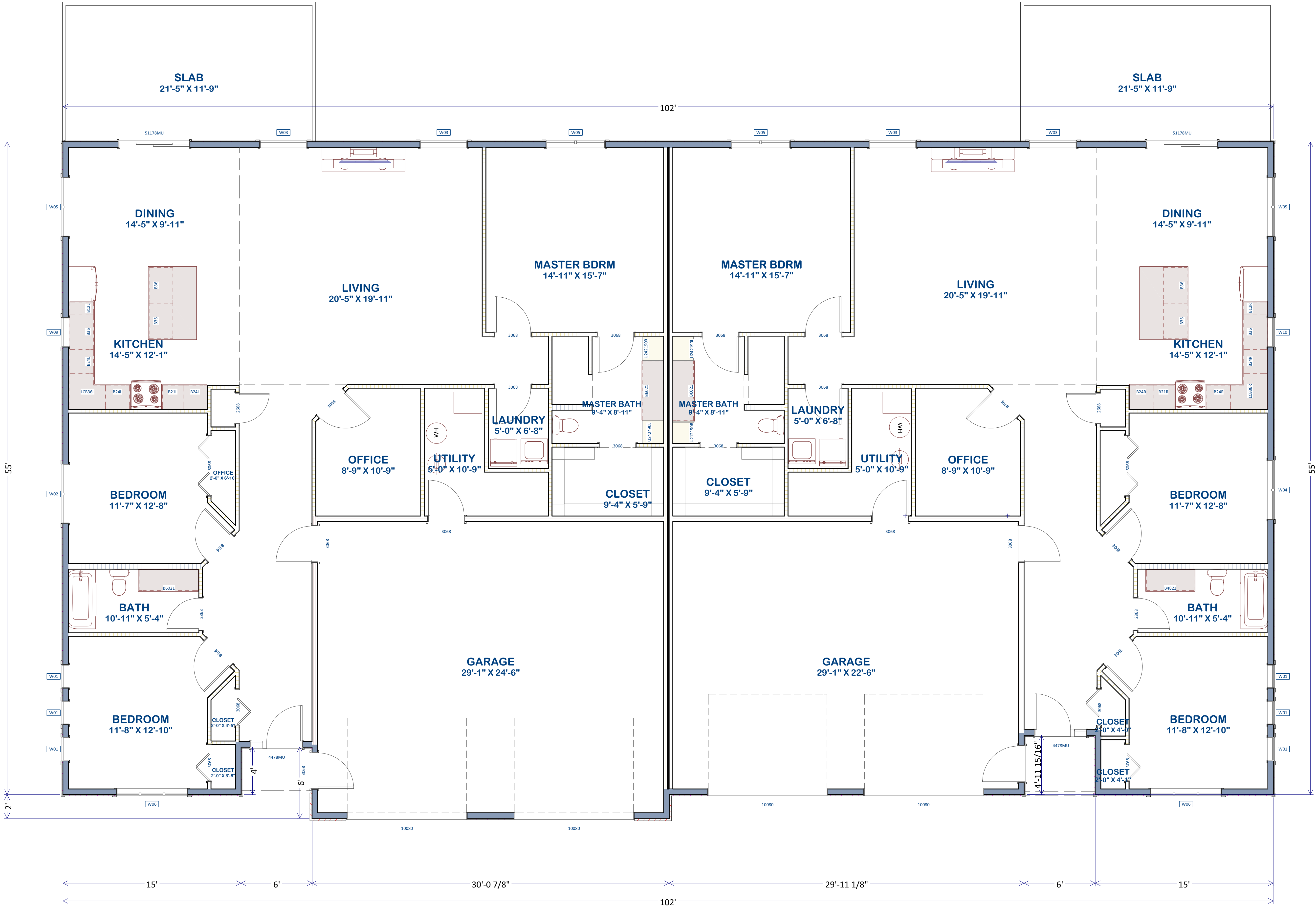
|             |         |          |            |
|-------------|---------|----------|------------|
| No.         | 2020-25 | Date:    | 10/15/2020 |
| Drawn:      | TA      | Checked: | AD         |
| Contractor: | TA      |          |            |
| Status:     | BID     |          |            |

Sheet Title:

Main Layout

Sheet No:

DK5-01

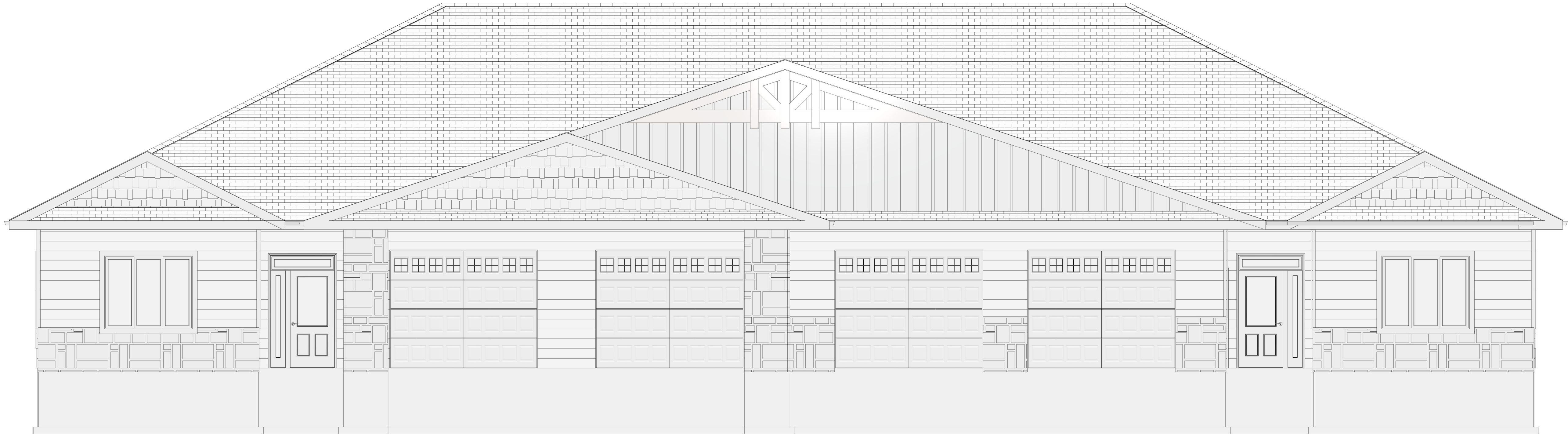


LIVING AREA  
4069 SQ FT

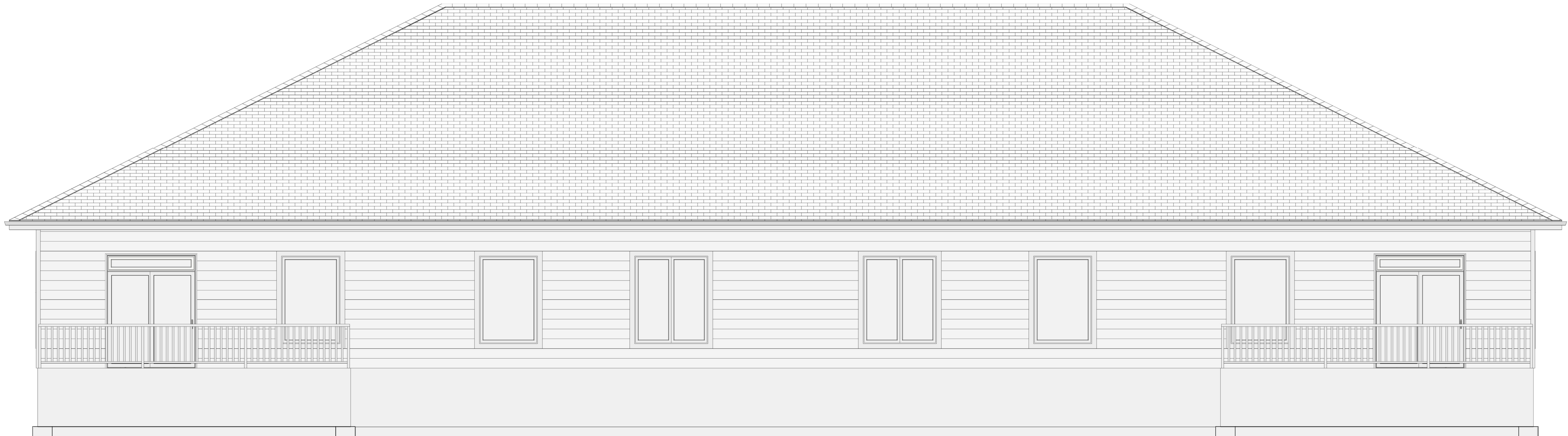
1st Floor

| WINDOW SCHEDULE |        |     |       |       |        |        |                         |          |      |
|-----------------|--------|-----|-------|-------|--------|--------|-------------------------|----------|------|
| NUMBER          | LABEL  | QTY | FLOOR | WIDTH | HEIGHT | BOTTOM | DESCRIPTION             | TEMPERED | EGRE |
| W01             | 2020FX | 6   | 1     | 24 "  | 24 "   | 68"    | FIXED GLASS             |          |      |
| W02             | 5050DC | 1   | 1     | 60 "  | 60 "   | 32"    | DOUBLE CASEMENT-LHL/RHR |          | YES  |
| W03             | 4060FX | 4   | 1     | 48 "  | 72 "   | 20"    | FIXED GLASS             |          |      |
| W04             | 5040DC | 1   | 1     | 60 "  | 48 "   | 32"    | DOUBLE CASEMENT-LHL/RHR |          | YES  |
| W05             | 5060DC | 4   | 1     | 60 "  | 72 "   | 20"    | DOUBLE CASEMENT-LHL/RHR |          | YES  |
| W06             | 6050TC | 2   | 1     | 72 "  | 60 "   | 32"    | TRIPLE CASEMENT-LHL/RHR |          |      |
| W09             | 2640SC | 1   | 1     | 30 "  | 48 "   | 44"    | SINGLE CASEMENT-HR      |          |      |
| W10             | 2640SC | 1   | 1     | 30 "  | 48 "   | 44"    | SINGLE CASEMENT-HL      |          |      |





Exterior Elevation Front



Exterior Elevation Back

GRAY

Worthington

Building Materials

711 Kragness Ave  
Worthington MN 56187  
507-376-6191

Project:

DK Condo Golf Course

Crailsheim Dr. Worthington MN

THESE DRAWINGS ARE THE PROPRIETARY WORK PRODUCT OF WORTHINGTON BUILDING MATERIALS INC. (WBM INC.), DEVELOPED FOR THE EXCLUSIVE USE OF WBM INC. USE OF THESE DRAWINGS AND CONCEPTS CONTAINED THEREIN WITHOUT THE PERMISSION OF WBM INC. IS PROHIBITED AND MAY SUBJECT YOU TO A CLAIM FOR DAMAGES.

HOMEOWNER & CONTRACTOR TO VERIFY ALL DIMENSIONS, STRUCTURAL DETAILS, BUILDING CODES, AND GRADE REQUIREMENTS.

|                                    |         |          |            |
|------------------------------------|---------|----------|------------|
| <!--Revisions                      |         |          |            |
| 1. Removed Bonus Attic Room (9-22) |         |          |            |
|                                    |         |          |            |
|                                    |         |          |            |
|                                    |         |          |            |
|                                    |         |          |            |
| No.                                | 2020-25 | Date:    | 10/15/2020 |
| Drawn:                             | TA      | Checked: | AD         |
| Contractor:                        | TA      |          |            |
| Status:                            | BID     |          |            |
| Sheet Title:                       |         |          |            |

Exterior Elevation

Sheet No:  
DK5-02



Exterior Elevation Left



Exterior Elevation Right

GRAY

Worthington



Building Materials

711 Kragness Ave  
Worthington MN 56187  
507-376-6191

Project:

DK Condo Golf Course

Crailsheim Dr. Worthington MN

THESE DRAWINGS ARE THE PROPRIETARY WORK PRODUCT OF WORTHINGTON BUILDING MATERIALS INC. (WBM INC.), DEVELOPED FOR THE EXCLUSIVE USE OF WBM INC. USE OF THESE DRAWINGS AND CONCEPTS CONTAINED THEREIN WITHOUT THE PERMISSION OF WBM INC. IS PROHIBITED AND MAY SUBJECT YOU TO A CLAIM FOR DAMAGES.

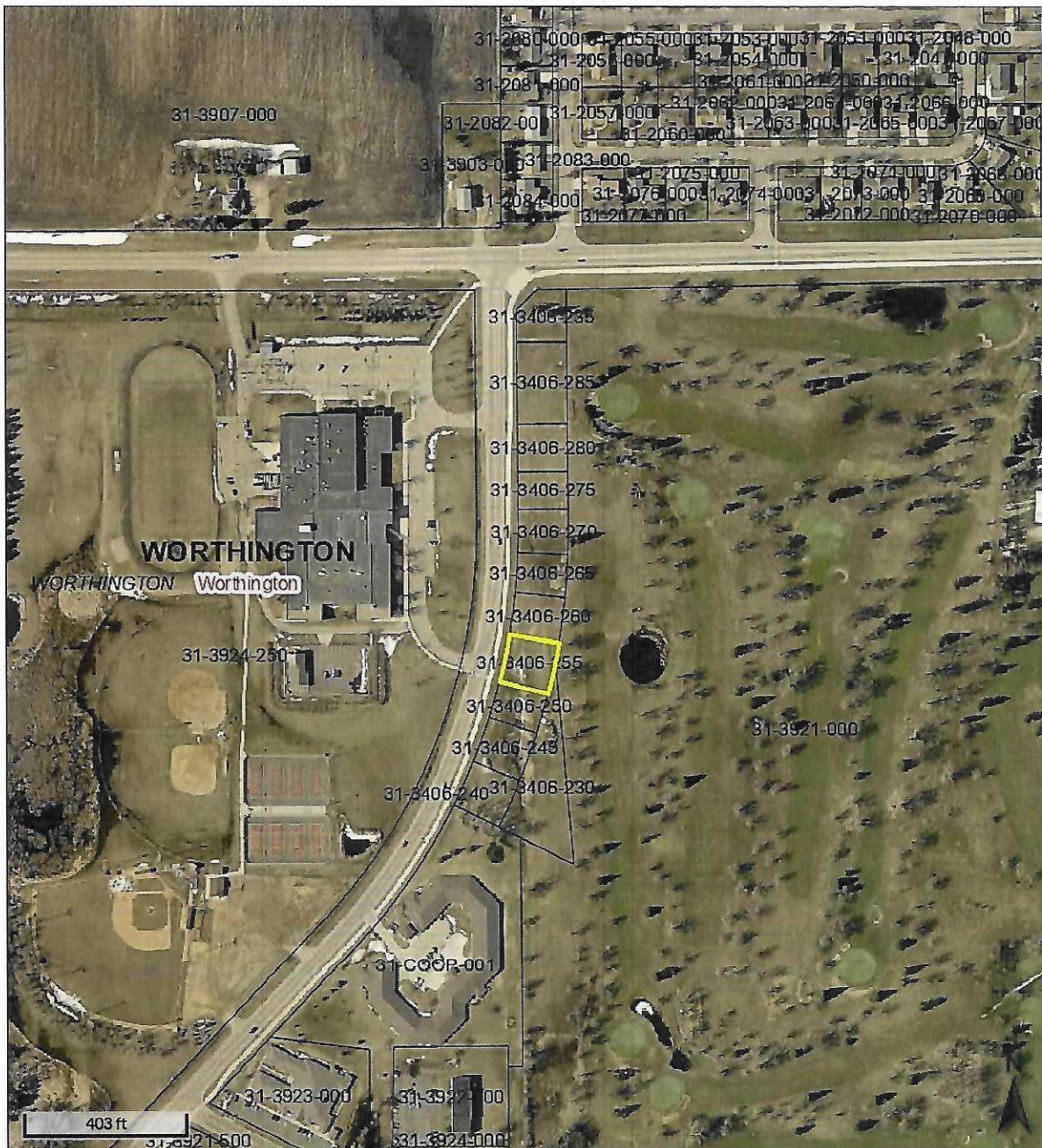
HOMEOWNER & CONTRACTOR TO VERIFY ALL DIMENSIONS, STRUCTURAL DETAILS, BUILDING CODES, AND GRADE REQUIREMENTS.

|                                    |         |                  |
|------------------------------------|---------|------------------|
| <!--Revisions                      |         |                  |
| 1. Removed Bonus Attic Room (9-22) |         |                  |
|                                    |         |                  |
|                                    |         |                  |
|                                    |         |                  |
|                                    |         |                  |
| No.                                | 2020-25 | Date: 10/15/2020 |
| Drawn:                             | TA      | Checked: AD      |
| Contractor:                        | TA      |                  |
| Status:                            | BID     |                  |
| Sheet Title:                       |         |                  |

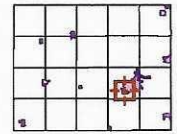
Sheet No:

DK5-03





## Overview



### Legend

- ☐ Parcel Numbers
- ☐ Parcels
- ☒ Municipalities
- ☐ QuarterQuarters
- ☐ Sections
- ☐ Townships

Date created: 10/15/2020  
Last Data Uploaded: 10/14/2020 7:36:54 PM

Developed by  **Schneider**  
GEOSPATIAL

**MAIL TO: NOBLES COUNTY AUDITOR-TREAS.  
P.O. BOX 757  
WORTHINGTON, MN 56187**



# \$\$\$ REFUNDS

You may qualify for one or both refunds from the State of Minnesota based on your 2020 Property Taxes.

If you owned and occupied this property as your homestead on January 2, 2020, you may qualify for one or both of the following homestead credit refunds:

- Property Tax Refund** - If your taxes exceed certain income-based thresholds, and your total household income is less than \$115,020.
- Special Property Tax Refund** - If you also owned and occupied this property as your homestead on January 2, 2019 and **both** of the following are true:
  - The net property tax on your homestead increased by more than 12% from 2019 to 2020.
  - The increase was at least \$100, not due to improvements on the property.

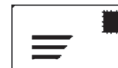
For Form M1PR and instructions:



[www.revenue.state.mn.us](http://www.revenue.state.mn.us)



(651) 296-3781



Minnesota Tax Forms  
Mail Station 1421  
St. Paul, MN 55146-1421

Make sure to provide your Property ID Number on your M1PR to ensure prompt processing.

## Penalty For Late Payment Of Property Tax

If you pay your first half or second half property tax after the due dates, a penalty will be added to your tax. The later you pay, the greater the penalty you must pay. The table below shows the penalty amounts added to your tax if your property taxes are not paid before the date shown.

| Property Type:               | 2020   |        |        |       |       |       |        |       |        |       |       | 2021 |
|------------------------------|--------|--------|--------|-------|-------|-------|--------|-------|--------|-------|-------|------|
|                              | May 16 | June 1 | July 1 | Aug 1 | Sep 1 | Oct 1 | Oct 16 | Nov 1 | Nov 17 | Dec 1 | Jan 2 |      |
| Homesteads and Seasonal Rec. | 2%     | 4%     | 5%     | 6%    | 7%    | 8%    | 8%     | 8%    | -      | 8%    | 10%   |      |
| 1st half                     | -      | -      | -      | -     | -     | -     | 2%     | 4%    | -      | 5%    | 7%    |      |
| 2nd half                     | -      | -      | -      | -     | -     | -     | 5%     | 6%    | -      | 6.5%  | 8.5%  |      |
| Both Unpaid                  | -      | -      | -      | -     | -     | -     | -      | -     | -      | -     | -     |      |
| Agricultural Homesteads      | 2%     | 4%     | 5%     | 6%    | 7%    | 8%    | 8%     | 8%    | 8%     | 8%    | 10%   |      |
| 1st half                     | -      | -      | -      | -     | -     | -     | -      | -     | 2%     | 4%    | 6%    |      |
| 2nd half                     | -      | -      | -      | -     | -     | -     | -      | -     | 5%     | 6%    | 8%    |      |
| Both Unpaid                  | -      | -      | -      | -     | -     | -     | -      | -     | -      | -     | -     |      |
| Nonhomesteads                | 4%     | 8%     | 9%     | 10%   | 11%   | 12%   | 12%    | 12%   | -      | 12%   | 14%   |      |
| 1st half                     | -      | -      | -      | -     | -     | -     | 4%     | 8%    | -      | 9%    | 11%   |      |
| 2nd half                     | -      | -      | -      | -     | -     | -     | 8%     | 10%   | -      | 10.5% | 12.5% |      |
| Both Unpaid                  | -      | -      | -      | -     | -     | -     | -      | -     | -      | -     | -     |      |
| Agricultural Nonhomesteads   | 4%     | 8%     | 9%     | 10%   | 11%   | 12%   | 12%    | 12%   | 12%    | 12%   | 14%   |      |
| 1st half                     | -      | -      | -      | -     | -     | -     | -      | -     | 4%     | 8%    | 10%   |      |
| 2nd half                     | -      | -      | -      | -     | -     | -     | -      | -     | 8%     | 10%   | 12%   |      |
| Both Unpaid                  | -      | -      | -      | -     | -     | -     | -      | -     | -      | -     | -     |      |
| Personal Property            | 8%     | 8%     | 8%     | 8%    | 8%    | 8%    | 8%     | 8%    | 8%     | 8%    | 8%    |      |
| Manufactured Homes           | -      | -      | -      | -     | 8%    | 8%    | 8%     | 8%    | 8%     | 8%    | 8%    |      |
| 1st half                     | -      | -      | -      | -     | -     | -     | -      | -     | 8%     | 8%    | 8%    |      |
| 2nd half                     | -      | -      | -      | -     | -     | -     | -      | -     | -      | -     | -     |      |

**Personal Property Located on Leased Government-owned Land:** Taxes may be paid in two installments due at the same time as real property taxes. These taxes are subject to the same penalty schedule and penalty rates as real property taxes. All other personal property taxes are due in full on or before May 15, 2020.

**Note to manufactured homeowners:** The title to your manufactured home cannot be transferred unless all current year and delinquent personal property taxes are paid at the time of transfer.

### IMPORTANT ADDITIONAL NOTES:

- TAXPAYERS ARE RESPONSIBLE FOR PAYMENT OF TAX AND THIS IS NOT AFFECTED BY FAILURE TO PROVIDE A STATEMENT FOR A PARCEL.
- WE DO NOT MAIL SECOND HALF STATEMENTS.
- PAYMENT - WE ARE PROHIBITED FROM ACCEPTING POST-DATED CHECKS. PAYMENT MUST BE IN U.S. DOLLARS BY MONEY ORDER, OR DRAFT FROM A U.S. BANK OR BRANCH. DRAFT MUST HAVE BANK'S CODED TRANSIT NUMBER ALONG BOTTOM EDGE.
- POSTMARK DETERMINES MAIL PAYMENT DATE. Laws 1996, Chapter 471, Article 3, Section 22, enacted as M.S. 276.017 PROVIDE THAT A UNITED STATES POSTAL SERVICE POSTMARK QUALIFIES AS PROOF OF TIMELY MAILING; HOWEVER POSTMARK OF A PRIVATE POSTAGE METER MACHINE DOES NOT QUALIFY AS PROOF OF TIMELY MAILING.

## SENIOR CITIZEN PROPERTY TAX DEFERRAL

The Senior Citizen Deferral Program provides a low-interest loan to senior citizens having difficulty paying property taxes. This is not a tax forgiveness program, however, this program:

- Limits the maximum amount of property tax paid to 3% of total household income, and
- Ensures the amount of tax paid remains the same as long as you participate in this program.

To be eligible, you must file an application by November 1, 2020, as well as:

- Be at least 65 years old,
- Have a household income of \$60,000 or less, and
- Have lived in your home for at least 15 years.

To receive a fact sheet and application for this program, or to file an on-line application, go to [www.revenue.state.mn.us](http://www.revenue.state.mn.us) and type keyword "deferral" into the search box, or call the Senior Deferral Administrator at (651) 556-4803 to have the information mailed to you.

Credit and Debit Card payment options are now available on line at [www.co.nobles.mn.us](http://www.co.nobles.mn.us). Select "Online Property Tax Parcel Search" from the POPULAR LINKS listed. The fees charged for this service are listed on the web page. Nobles County also offers a direct payment plan. Enrollment forms are available on line under the Auditor-Treasurer Office.

### ADDRESS CORRECTION

NEW ADDRESS:

NAME \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

Credit and Debit Card payment options are now available on line at [www.co.nobles.mn.us](http://www.co.nobles.mn.us). Select "Online Property Tax Parcel Search" from the POPULAR LINKS listed. The fees charged for this service are listed on the web page. Nobles County also offers a direct payment plan. Enrollment forms are available on line under the Auditor-Treasurer Office.

### ADDRESS CORRECTION

NEW ADDRESS:

NAME \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

THIS STUB MUST ACCOMPANY FIRST HALF PAYMENT

Exhibit 1A

THIS STUB MUST ACCOMPANY SECOND HALF PAYMENT

**RESOLUTION NO. \_\_\_\_\_****A RESOLUTION APPROVING TAX ABATEMENT FOR A CERTAIN PROPERTY  
PURSUANT TO MINN. STAT. 469.1813**

WHEREAS, Minnesota Statute 469.1813 gives authority to the City of Worthington to grant an abatement of taxes imposed by the City if certain criteria are met; and

WHEREAS, in addition to the statutory requirements, the City of Worthington has adopted the Nobles Home Initiative guidelines which must be met before abatement of taxes will be granted for residential development; and

WHEREAS, Dan Krueger is the owner of certain property within the City of Worthington, legally described as follows:

Lot 4, Block 1, Six Fairway View, City of Worthington, Nobles County, Minnesota.

WHEREAS, Dan Krueger has made an application to the City of Worthington for the abatement of taxes as to the above-described parcel; and

WHEREAS, Dan Krueger has met the statutory requirements outlined under Minnesota Statute 469.1813 Subdivision 1(1) and Subdivision 2(i) as well as the City's Nobles Home Initiative guidelines for tax abatement;

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

1. The City of Worthington does hereby grant an abatement of the City of Worthington's share of real estate taxes upon the above-described parcel for the construction of a two-family duplex at 1326 and 1332 North Crailsheim Road.
2. The tax abatement will be for no more than five years commencing on the first year of taxes payable for the assessed value(s) related to the capital improvements outlined in Paragraph 1.
3. The City shall provide the awarded abatement payments following payment of due real estate taxes annually. Payments shall be made to the owner of record at the time of the payment.
4. The tax abatement shall be for the capital improvements only. Land values are not eligible and will not be abated.



5. The abatement shall be null and void if construction is not commenced within 6 months of the approval of this resolution or if the real estate taxes are not paid on or before the respective payment deadlines annually.

Adopted by the Worthington City Council this 14th day of December 2020.

(SEAL)

---

Mike Kuhle, Mayor

Attest: \_\_\_\_\_  
Melinda Eggers, City Clerk

Oct. 12, 2020

Allison Heidebrink

Nobles County Administration  
315 10<sup>th</sup> Street  
PO Box 757  
Worthington, MN 56187

Dear Allison:

As part of the Nobles Home Initiative I am building a new duplex at 1207 & 1209 South Shore Drive Worthington, MN. Attached please find property site map, tax statement, and construction plans for the new units. This request is being made under the provisions of the Nobles Home Initiative. I am planning to start construction soon in the Fall of 2020. Legal description of the property is: Auditor's Plat of Block 17, Ludlow lots 4, 5, 10 & 15 thru 17 Block 17, and the parcel # is 31-3493-515.

My NHI application includes:

- A letter requesting abatement.
- Legal description of the property.
- A set of elevations and site plans for the proposed building.

Further building details will be included in the actual building permit to be filed soon. If you have any questions, or need additional information, please feel free to let me know.

Sincerely,

V & O Properties

Rodney Obermoller

Encl.

CC: File

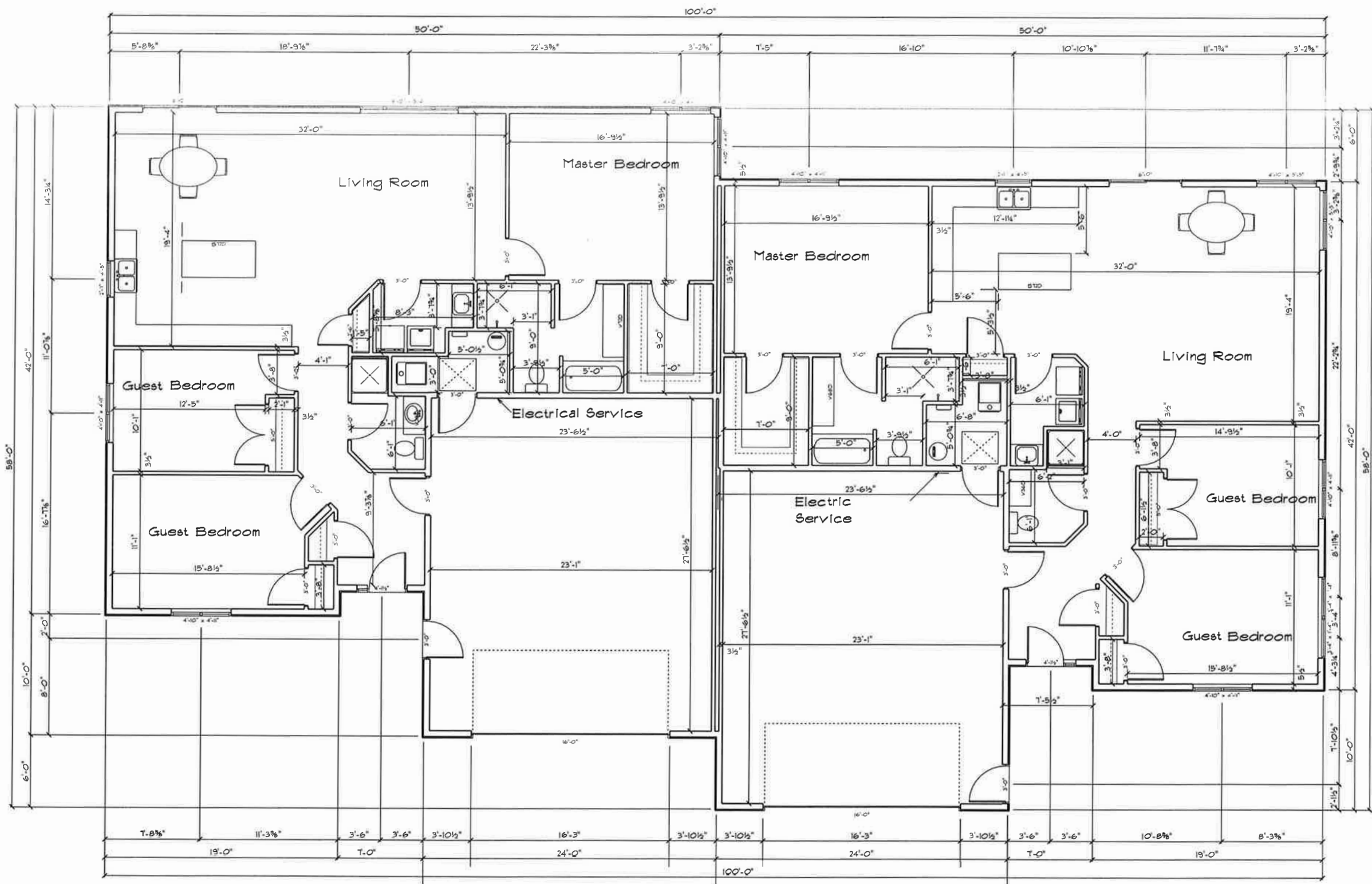
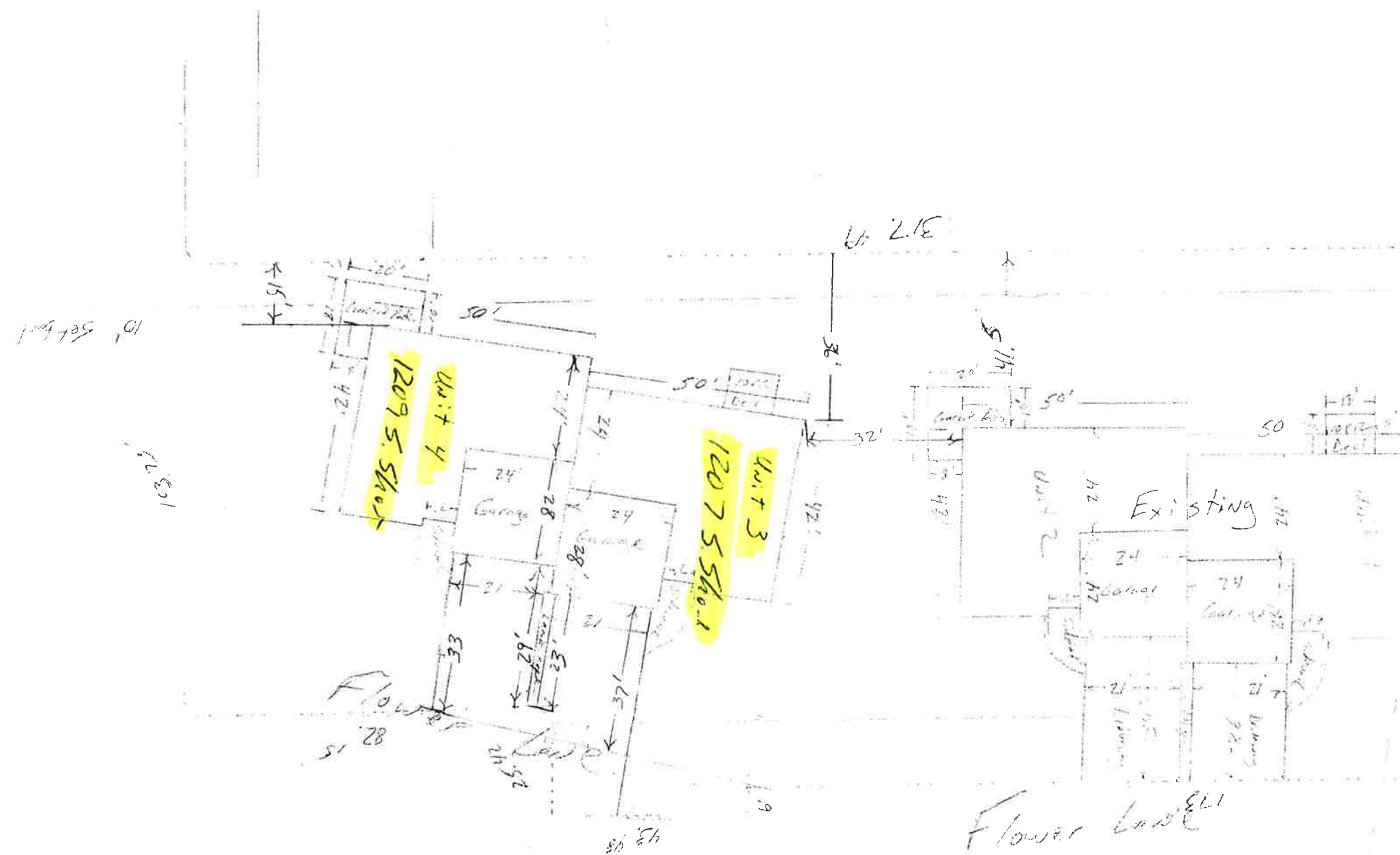
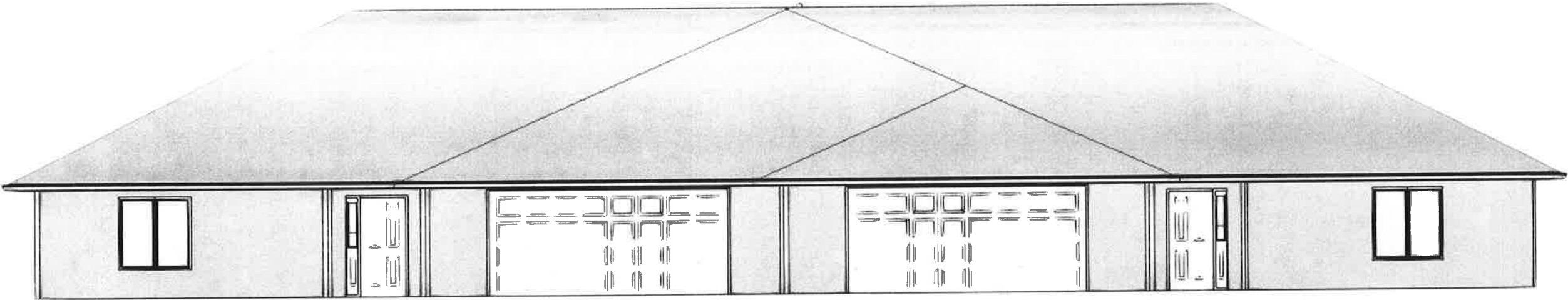
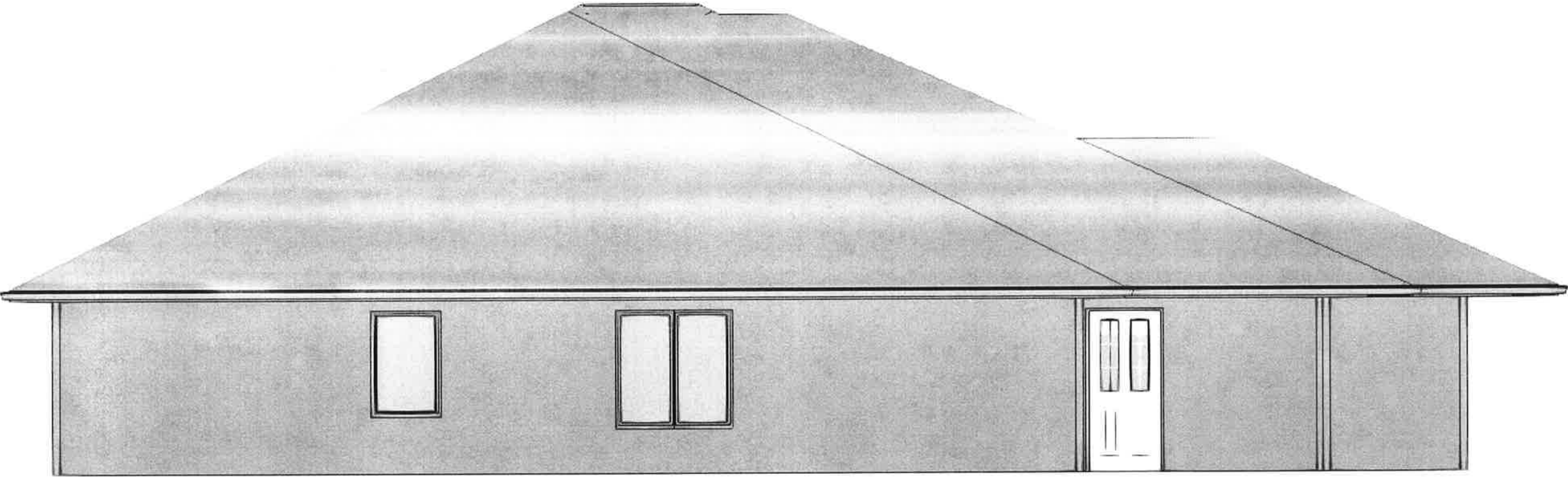


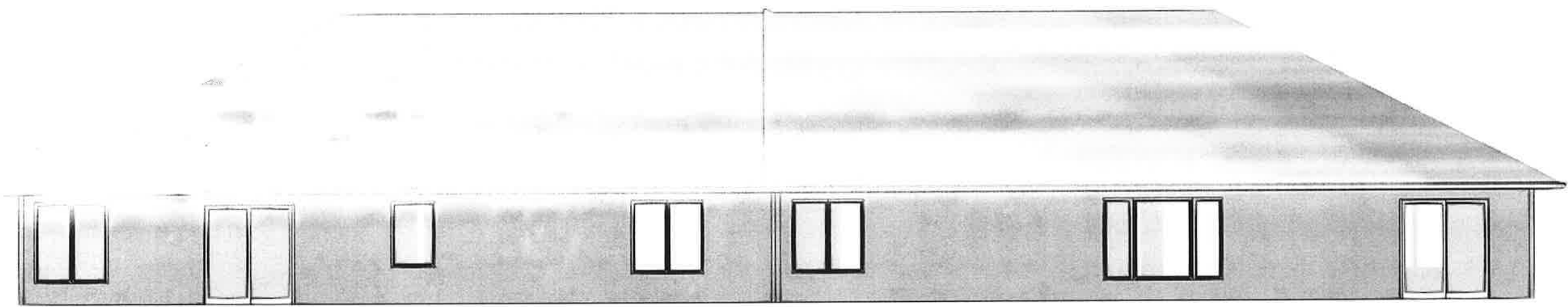
Exhibit 2A



U+O Properties, Inc  
Site plan for  
1207 + 1209 South Shore  
Worthington, MN









NOBLES COUNTY  
JOYCE JACOBS AUDITOR-TREASURER  
P.O. BOX 757  
WORTHINGTON, MN 56187  
507-295-5258  
www.co.nobles.mn.us

2020

PROPERTY TAX  
STATEMENT

PRCL# 31-2462-000

RCPT#

11973

GRAY

750

2.043

CITY OF WORTHINGTON

Property ID Number: 31-2462-000  
Property Description: AUDITOR'S PLAT OF BLOCK 17, LUDLOW  
LOTS 4, 5, 10 & 15 THRU 17 BLOCK 17

V & O PROPERTIES INC  
38066 180TH STREET  
BREWSTER MN 56119

11409-T

| Values and Classification |   |      |
|---------------------------|---|------|
| Taxes Payable Year        |   |      |
|                           | 2019  | 2020 |
| Step 1                    | Estimated Market Value: 60,000 181,400          |      |
| 1                         | Homestead Exclusion:                            |      |
|                           | Taxable Market Value: 60,000 181,400            |      |
|                           | New Improve/Expired Excls: 121,400              |      |
|                           | Property Class: RES VAC LAND RES NON-HSTD       |      |
| Sent in March 2019        |   |      |
| Step 2                    | Proposed Tax                                    |      |
| 2                         | * Does Not Include Special Assessments 2,850.00 |      |
|                           | Sent in November 2019                           |      |
| Step 3                    | Property Tax Statement                          |      |
| 3                         | First half Taxes: 1,507.00                      |      |
|                           | Second half Taxes: 1,507.00                     |      |
|                           | Total Taxes Due in 2020 3,014.00                |      |

\$\$\$  
REFUNDS?

You may be eligible for one or even two refunds to reduce your property tax.

Read the back of this statement to find out how to apply.

1. Use this amount on Form M1PR to see if you are eligible for a homestead credit refund .....

File by August 15th. IF BOX IS CHECKED, YOU OWE DELINQUENT TAXES AND ARE NOT ELIGIBLE

2. Use these amounts on Form M1PR to see if you are eligible for a special refund .....

Property Tax and Credits

3. Property taxes before credits .....  
4. A. Agricultural and rural land tax credits .....  
B. Other credits to reduce your property tax .....  
5. Property taxes after credits .....

Property Tax by Jurisdiction

6. County .....  
7. City or Town .....  
8. State General Tax .....  
9. School District: 518 A. Voter approved levies .....  
B. Other local levies .....  
10. Special Taxing Districts: A. SWRDC .....  
B. OKABENA-OCHEDEA .....  
C. WORTHINGTON HRA .....  
D. ....  
11. Non-school voter approved referenda levies .....  
12. Total property tax before special assessments .....

Special Assessments on Your Property

13. A. ....  
B. ....  
C. ....  
D. ....  
E. ....

14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS .....

| Taxes Payable Year: 2019 2020 |        |          |
|-------------------------------|--------|----------|
|                               |        | .00      |
|                               |        | .00      |
|                               | 952.00 | 3,014.00 |
|                               | .00    | .00      |
|                               | .00    | .00      |
|                               | 952.00 | 3,014.00 |
|                               | 255.26 | 710.81   |
|                               | 379.71 | 1,136.16 |
|                               | .00    | .00      |
|                               | 114.72 | 561.97   |
|                               | 170.46 | 518.40   |
|                               | 1.08   | 3.05     |
|                               | 19.20  | 51.58    |
|                               | 11.57  | 32.03    |
|                               |        |          |
|                               | 952.00 | 3,014.00 |
|                               |        |          |
|                               |        |          |
|                               |        |          |
|                               |        |          |
|                               | 952.00 | 3,014.00 |

2nd Half Pay Stub 2020

DETACH AND RETURN THIS STUB WITH YOUR SECOND HALF PAYMENT  
MAKE CHECKS PAYABLE TO: NOBLES COUNTY AUDITOR-TREASURER  
IF YOU PAY YOUR TAXES LATE, YOU WILL BE CHARGED A PENALTY. SEE BACK FOR RATE

PRCL# 31-2462-000 RCPT# 11973  
RES NON-HSTD

PREPAID TAX 1,343.00

|                  |                     |
|------------------|---------------------|
| AMOUNT DUE       |                     |
| OCTOBER 15, 2020 | 2ND HALF TAX 164.00 |
|                  | PENALTY             |
|                  | TOTAL               |

YOUR CANCELLED CHECK IS YOUR RECEIPT.

V & O PROPERTIES INC 11409-T  
38066 180TH STREET  
BREWSTER MN 56119

1st Half Pay Stub 2020

DETACH AND RETURN THIS STUB WITH YOUR FIRST HALF PAYMENT  
MAKE CHECKS PAYABLE TO: NOBLES COUNTY AUDITOR-TREASURER  
IF YOU PAY YOUR TAXES LATE, YOU WILL BE CHARGED A PENALTY. SEE BACK FOR RATE

PRCL# 31-2462-000 RCPT# 11973  
RES NON-HSTD

PREPAID TAX 1,507.00

|              |                    |
|--------------|--------------------|
| AMOUNT DUE   | TOTAL TAX 3,014.00 |
| MAY 15, 2020 | 1ST HALF TAX .00   |
|              | PENALTY            |
|              | TOTAL              |

TAXES OF \$100.00 OR LESS  
MUST BE PAID IN FULL.

V & O PROPERTIES INC 11409-T  
38066 180TH STREET  
BREWSTER MN 56119

MAIL TO: NOBLES COUNTY AUDITOR-TREAS.  
P.O. BOX 757  
WORTHINGTON, MN 56187

Exhibit 2A

MAIL TO: NOBLES COUNTY AUDITOR-TREAS.  
P.O. BOX 757  
WORTHINGTON, MN 56187



# \$\$\$ REFUNDS

You may qualify for one or both refunds from the State of Minnesota based on your 2020 Property Taxes.

If you owned and occupied this property as your homestead on January 2, 2020, you may qualify for one or both of the following homestead credit refunds:

- Property Tax Refund** - If your taxes exceed certain income-based thresholds, and your total household income is less than \$115,020.
- Special Property Tax Refund** - If you also owned and occupied this property as your homestead on January 2, 2019 and **both** of the following are true:
  - The net property tax on your homestead increased by more than 12% from 2019 to 2020.
  - The increase was at least \$100, not due to improvements on the property.

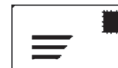
For Form M1PR and instructions:



[www.revenue.state.mn.us](http://www.revenue.state.mn.us)



(651) 296-3781



Minnesota Tax Forms  
Mail Station 1421  
St. Paul, MN 55146-1421

Make sure to provide your Property ID Number on your M1PR to ensure prompt processing.

## Penalty For Late Payment Of Property Tax

If you pay your first half or second half property tax after the due dates, a penalty will be added to your tax. The later you pay, the greater the penalty you must pay. The table below shows the penalty amounts added to your tax if your property taxes are not paid before the date shown.

| Property Type:               | 2020   |        |        |       |       |       |        |       |        |       |       | 2021 |
|------------------------------|--------|--------|--------|-------|-------|-------|--------|-------|--------|-------|-------|------|
|                              | May 16 | June 1 | July 1 | Aug 1 | Sep 1 | Oct 1 | Oct 16 | Nov 1 | Nov 17 | Dec 1 | Jan 2 |      |
| Homesteads and Seasonal Rec. | 2%     | 4%     | 5%     | 6%    | 7%    | 8%    | 8%     | 8%    | -      | 8%    | 10%   |      |
| 1st half                     | -      | -      | -      | -     | -     | -     | 2%     | 4%    | -      | 5%    | 7%    |      |
| 2nd half                     | -      | -      | -      | -     | -     | -     | 5%     | 6%    | -      | 6.5%  | 8.5%  |      |
| Both Unpaid                  | -      | -      | -      | -     | -     | -     | -      | -     | -      | -     | -     |      |
| Agricultural Homesteads      | 2%     | 4%     | 5%     | 6%    | 7%    | 8%    | 8%     | 8%    | 8%     | 8%    | 10%   |      |
| 1st half                     | -      | -      | -      | -     | -     | -     | -      | -     | 2%     | 4%    | 6%    |      |
| 2nd half                     | -      | -      | -      | -     | -     | -     | -      | -     | 5%     | 6%    | 8%    |      |
| Both Unpaid                  | -      | -      | -      | -     | -     | -     | -      | -     | -      | -     | -     |      |
| Nonhomesteads                | 4%     | 8%     | 9%     | 10%   | 11%   | 12%   | 12%    | 12%   | -      | 12%   | 14%   |      |
| 1st half                     | -      | -      | -      | -     | -     | -     | 4%     | 8%    | -      | 9%    | 11%   |      |
| 2nd half                     | -      | -      | -      | -     | -     | -     | 8%     | 10%   | -      | 10.5% | 12.5% |      |
| Both Unpaid                  | -      | -      | -      | -     | -     | -     | -      | -     | -      | -     | -     |      |
| Agricultural Nonhomesteads   | 4%     | 8%     | 9%     | 10%   | 11%   | 12%   | 12%    | 12%   | 12%    | 12%   | 14%   |      |
| 1st half                     | -      | -      | -      | -     | -     | -     | -      | -     | 4%     | 8%    | 10%   |      |
| 2nd half                     | -      | -      | -      | -     | -     | -     | -      | -     | 8%     | 10%   | 12%   |      |
| Both Unpaid                  | -      | -      | -      | -     | -     | -     | -      | -     | -      | -     | -     |      |
| Personal Property            | 8%     | 8%     | 8%     | 8%    | 8%    | 8%    | 8%     | 8%    | 8%     | 8%    | 8%    |      |
| Manufactured Homes           | -      | -      | -      | -     | 8%    | 8%    | 8%     | 8%    | 8%     | 8%    | 8%    |      |
| 1st half                     | -      | -      | -      | -     | -     | -     | -      | -     | 8%     | 8%    | 8%    |      |
| 2nd half                     | -      | -      | -      | -     | -     | -     | -      | -     | -      | -     | -     |      |

## Personal Property Located on Leased Government-owned Land: Taxes

may be paid in two installments due at the same time as real property taxes. These taxes are subject to the same penalty schedule and penalty rates as real property taxes. All other personal property taxes are due in full on or before May 15, 2020.

## Note to manufactured homeowners:

The title to your manufactured home cannot be transferred unless all current year and delinquent personal property taxes are paid at the time of transfer.

## IMPORTANT ADDITIONAL NOTES:

- TAXPAYERS ARE RESPONSIBLE FOR PAYMENT OF TAX AND THIS IS NOT AFFECTED BY FAILURE TO PROVIDE A STATEMENT FOR A PARCEL.
- WE DO NOT MAIL SECOND HALF STATEMENTS.
- PAYMENT - WE ARE PROHIBITED FROM ACCEPTING POST-DATED CHECKS. PAYMENT MUST BE IN U.S. DOLLARS BY MONEY ORDER, OR DRAFT FROM A U.S. BANK OR BRANCH. DRAFT MUST HAVE BANK'S CODED TRANSIT NUMBER ALONG BOTTOM EDGE.
- POSTMARK DETERMINES MAIL PAYMENT DATE. Laws 1996, Chapter 471, Article 3, Section 22, enacted as M.S. 276.017 PROVIDE THAT A UNITED STATES POSTAL SERVICE POSTMARK QUALIFIES AS PROOF OF TIMELY MAILING; HOWEVER POSTMARK OF A PRIVATE POSTAGE METER MACHINE DOES NOT QUALIFY AS PROOF OF TIMELY MAILING.

## SENIOR CITIZEN PROPERTY TAX DEFERRAL

The Senior Citizen Deferral Program provides a low-interest loan to senior citizens having difficulty paying property taxes. This is not a tax forgiveness program, however, this program:

- Limits the maximum amount of property tax paid to 3% of total household income, and
- Ensures the amount of tax paid remains the same as long as you participate in this program.

To be eligible, you must file an application by November 1, 2020, as well as:

- Be at least 65 years old,
- Have a household income of \$60,000 or less, and
- Have lived in your home for at least 15 years.

To receive a fact sheet and application for this program, or to file an on-line application, go to [www.revenue.state.mn.us](http://www.revenue.state.mn.us) and type keyword "deferral" into the search box, or call the Senior Deferral Administrator at (651) 556-4803 to have the information mailed to you.

Credit and Debit Card payment options are now available on line at [www.co.nobles.mn.us](http://www.co.nobles.mn.us). Select "Online Property Tax Parcel Search" from the POPULAR LINKS listed. The fees charged for this service are listed on the web page. Nobles County also offers a direct payment plan. Enrollment forms are available on line under the Auditor-Treasurer Office.

## ADDRESS CORRECTION

NEW ADDRESS:

NAME \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

Credit and Debit Card payment options are now available on line at [www.co.nobles.mn.us](http://www.co.nobles.mn.us). Select "Online Property Tax Parcel Search" from the POPULAR LINKS listed. The fees charged for this service are listed on the web page. Nobles County also offers a direct payment plan. Enrollment forms are available on line under the Auditor-Treasurer Office.

## ADDRESS CORRECTION

NEW ADDRESS:

NAME \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

THIS STUB MUST ACCOMPANY FIRST HALF PAYMENT

Exhibit 2A

THIS STUB MUST ACCOMPANY SECOND HALF PAYMENT

**RESOLUTION NO. \_\_\_\_\_****A RESOLUTION APPROVING TAX ABATEMENT FOR A CERTAIN PROPERTY  
PURSUANT TO MINN. STAT. 469.1813**

WHEREAS, Minnesota Statute 469.1813 gives authority to the City of Worthington to grant an abatement of taxes imposed by the City if certain criteria are met; and

WHEREAS, in addition to the statutory requirements, the City of Worthington has adopted the Nobles Home Initiative guidelines which must be met before abatement of taxes will be granted for residential development; and

WHEREAS, V & O Properties is the owner of certain property within the City of Worthington, legally described as follows:

Sunset View Condominium Common Interest Community Plat 28, City of Worthington, Nobles County, Minnesota.

WHEREAS, V & O Properties has made an application to the City of Worthington for the abatement of taxes as to the above-described parcel; and

WHEREAS, V & O Properties has met the statutory requirements outlined under Minnesota Statute 469.1813 Subdivision 1(1) and Subdivision 2(i) as well as the City's Nobles Home Initiative guidelines for tax abatement;

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

1. The City of Worthington does hereby grant an abatement of the City of Worthington's share of real estate taxes upon the above-described parcel for the construction of a two-family duplex at 1207 and 1209 South Shore Drive.
2. The tax abatement will be for no more than five years commencing on the first year of taxes payable for the assessed value(s) related to the capital improvements outlined in Paragraph 1.
3. The City shall provide the awarded abatement payments following payment of due real estate taxes annually. Payments shall be made to the owner of record at the time of the payment.
4. The tax abatement shall be for the capital improvements only. Land values are not eligible and will not be abated.

5. The abatement shall be null and void if construction is not commenced within 6 months of the approval of this resolution or if the real estate taxes are not paid on or before the respective payment deadlines annually.

Adopted by the Worthington City Council this 14th day of December 2020.

(SEAL)

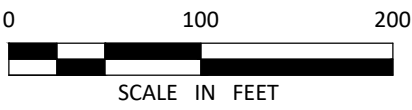
---

Mike Kuhle, Mayor

Attest: \_\_\_\_\_  
Melinda Eggers, City Clerk

PLAT OF  
**GLENWOOD HEIGHTS**  
**SECOND ADDITION**

IN THE  
CITY OF WORTHINGTON  
NOBLES COUNTY, MINNESOTA



LEGEND

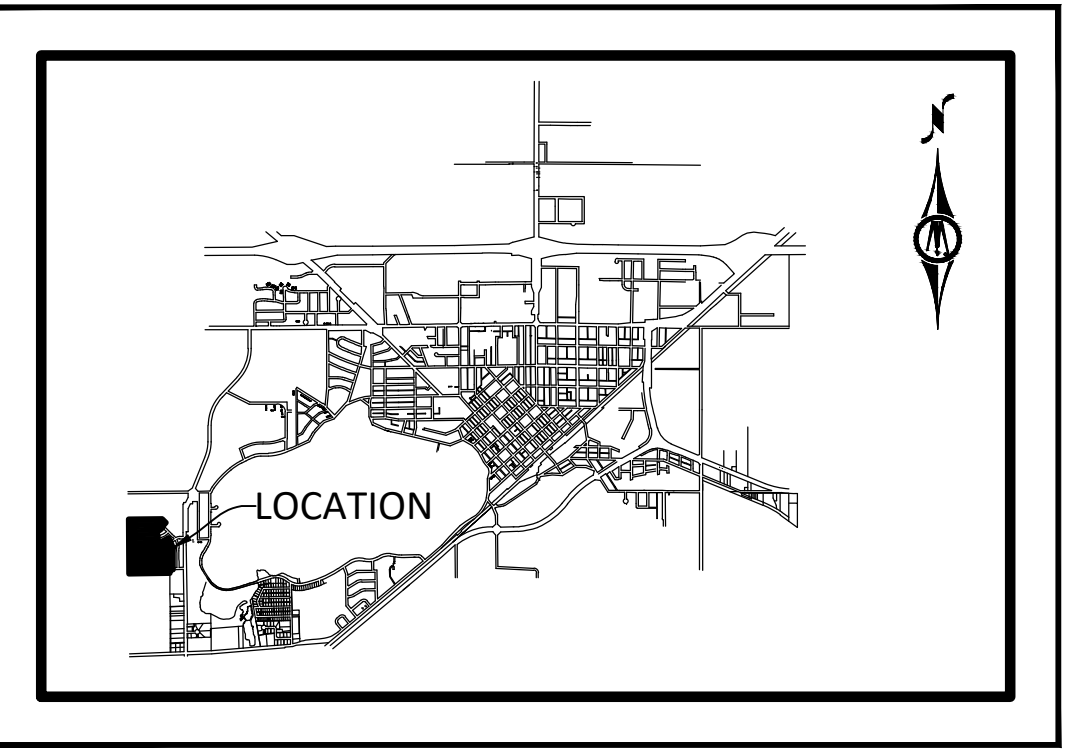
- 3/4" IRON PIPE MONUMENT SET MARKED BY LIC. NO. 43909
- MONUMENT FOUND
- - - DRAINAGE & UTILITY EASEMENT (WIDTH AS SHOWN)

**TOTAL SUBDIVISION AREA**  
51.45 TOTAL ACRES  
(3.63 ROAD ACRES)

NOTES:

- Horizontal Datum: Minnesota County Coordinate System Nobles County Zone - HARN NAD83 - 2011
- See OUTLOTS A thru H Details on sheet 2 of 2
- OUTLOTS A thru H, J, K & L are subject to Drainage & Utility Easements in their entirety.

CITY OF WORTHINGTON, MN



SHEET 1 OF 2

THIS PLAT PREPARED BY  
BOLTON & MENK, INC.

JOB NUMBER: F18.118187 FIELD BOOK:

DRAWN BY: JAH

SEC 28-102-40

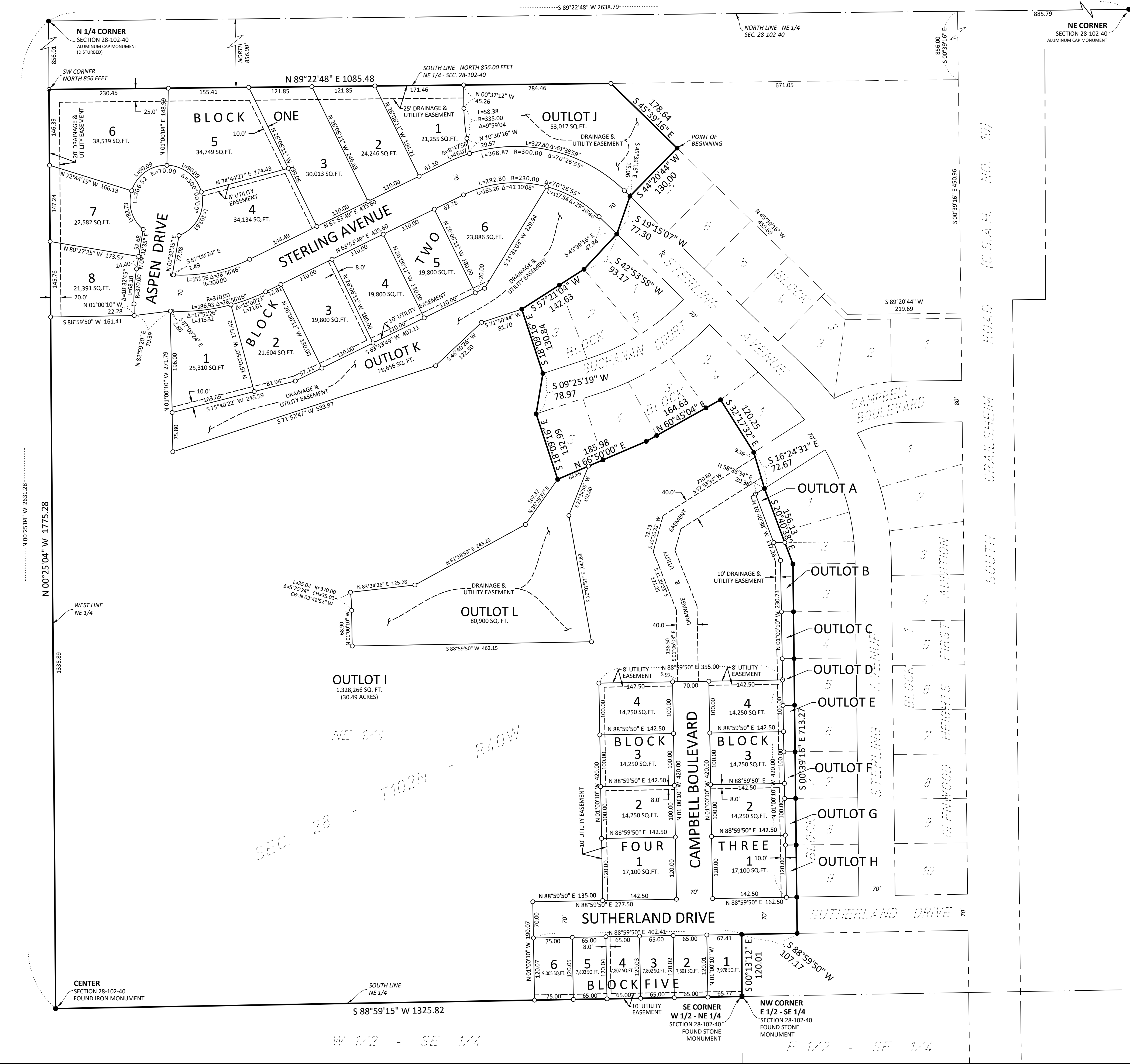


Exhibit 3A

INSTRUMENT OF DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Worthington, Minnesota, a municipal cororation, owner of the following described property situated in the City of Worthington, Nobles County, Minnesota:

That part of the Northeast Quarter of Section 28, Township 102 North Range 40 West, Nobles County, Minnesota, described as:

Commencing at the Northeast corner of said Section 28; thence South 89 degrees 22 minutes 48 seconds West, (Minnesota County Coordinate System - Nobles County Zone - HARN NAD83 - 1996), along the north line of the Northeast Quarter of said Section 28, a distance of 885.79 feet; thence South 00 degrees 39 minutes 16 seconds East, a distance of 856.00 feet to an iron monument located on the west right-of-way line of South Crailsheim Road (County State Aid Highway No. 10); thence continuing South 00 degrees 39 minutes 16 seconds East, a distance of 450.96 feet to the northeasterly corner of Glenwood Heights First Addition, according to the plat thereof on file and of record with the Nobles County Recorder, Minnesota; thence South 89 degrees 20 minutes 44 seconds West, along the northerly line of said Glenwood Heights First Addition, a distance of 219.69 feet; thence North 45 degrees 39 minutes 16 seconds West, along said northerly line, a distance of 459.69 feet to the most northerly corner of said Glenwood Heights First Addition, said point being the point of beginning; thence South 44 degrees 20 minutes 44 seconds West, along said northerly line, a distance of 130.00 feet; thence South 19 degrees 15 minutes 07 seconds West, along said northerly line, a distance of 77.30 feet; thence South 42 degrees 53 minutes 58 seconds West, along said northerly line, a distance of 93.17 feet; thence South 57 degrees 21 minutes 04 seconds West, along said northerly line, a distance of 142.63 feet to the northwesterly corner of said Glenwood Heights First Addition; thence South 18 degrees 09 minutes 16 seconds East, along the westerly line of said Glenwood Heights First Addition, a distance of 130.84 feet; thence South 09 degrees 25 minutes 19 seconds West, along said westerly line, a distance of 78.97 feet; thence South 18 degrees 09 minutes 16 seconds East, along said westerly line, a distance of 132.99 feet; thence North 66 degrees 50 minutes 00 seconds East, along said westerly line, a distance of 185.98 feet; thence North 60 degrees 45 minutes 04 seconds East, along said westerly line, a distance of 164.63 feet; thence South 32 degrees 17 minutes 32 seconds East, along said westerly line, a distance of 120.25 feet; thence South 16 degrees 24 minutes 31 seconds East, along said westerly line, a distance of 72.67 feet; thence South 20 degrees 40 minutes 38 seconds East, along said westerly line, a distance of 156.13 feet; thence South 00 degrees 39 minutes 16 seconds East, along said westerly line, a distance of 713.27 feet to the southwesterly corner of said Glenwood Heights First Addition; thence South 88 degrees 59 minutes 50 seconds West, along the westerly extension of the southerly line of said Glenwood Heights First Addition, a distance of 107.17 feet; thence South 00 degrees 13 minutes 12 seconds East, a distance of 120.01 feet to a stone monument designating the southeast corner of the West Half of the Northeast Quarter of said Section 28; thence South 88 degrees 59 minutes 15 seconds West, along the East - West center line of said Section 28, a distance of 1325.82 feet to the Center of said Section 28; thence North 00 degrees 25 minutes 04 seconds West, along the North - South center line of said Section 28, a distance of 1775.28 feet to the southwest corner of the North 856.00 feet of the Northeast Quarter of said Section 28; thence North 89 degrees 22 minutes 48 seconds East, along the south line of the North 856.00 feet of the Northeast Quarter of said Section 28, a distance of 1085.48 feet to the point of intersection with a line which bears North 45 degrees 39 minutes 16 seconds West from the point of beginning; thence South 45 degrees 39 minutes 16 seconds East, a distance of 178.64 feet to the point of beginning. Containing 51.45 acres.

Has caused the same to be surveyed and platted as GLENWOOD HEIGHTS SECOND ADDITION and does hereby dedicate to the public for the public use the public ways and also dedicate the easements as shown on this plat for drainage and utility purposes only.

In witness whereof said City of Worthingtin, Minnesota, has caused these presents to be signed by its proper officers this \_\_\_\_ day of \_\_\_\_\_, 2020.

Signed: \_\_\_\_\_.

\_\_\_\_\_  
Mayor City Clerk

NOTARY'S CERTIFICATE  
State of Minnesota  
County of \_\_\_\_\_  
This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, Mayor, and \_\_\_\_\_, City Clerk on behalf of the City of Worthington, Minneota.

\_\_\_\_\_, Notary Public  
My Commission Expires: \_\_\_\_\_

SURVEYOR'S CERTIFICATE

I, Joseph A. Haefner do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Joseph A. Haefner, Land Surveyor  
Minnesota License No. 43909

NOTARY'S CERTIFICATE  
State of Minnesota  
County of Martin  
The foregoing Surveyor's Certificate was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Joseph A. Haefner, Land Surveyor, Minnesota License No. 43909.

\_\_\_\_\_  
Valerie Rae Ellis, Notary Public  
My Commission Expires: 1-31-20\_\_

APPROVALS

Be it known that at a meeting held on this \_\_\_\_ day of \_\_\_\_\_, 2020, the Planning Commission of the City of Worthington, Minnesota, did hereby approve this plat of GLENWOOD HEIGHTS SECOND ADDITION.

\_\_\_\_\_  
Chairperson

This plat of GLENWOOD HEIGHTS SECOND ADDITION was approved and accepted by the City Council of the City of Worthington, Minnesota, at a regular meeting thereof thereof held this \_\_\_\_ day of \_\_\_\_\_, 2020, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Worthington, Minnesota

\_\_\_\_\_  
Mayor City Clerk

PLAT OF  
GLENWOOD HEIGHTS  
SECOND ADDITION

IN THE  
CITY OF WORTHINGTON  
NOBLES COUNTY, MINNESOTA

OFFICE OF COUNTY TREASURER

I hereby certify that taxes payable in the year 2020 on the lands described within this plat are paid in full on this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Nobles County Treasurer

OFFICE OF COUNTY AUDITOR

I hereby certify that after careful examination of the records, I find no delinquent taxes against the real estate herein described.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

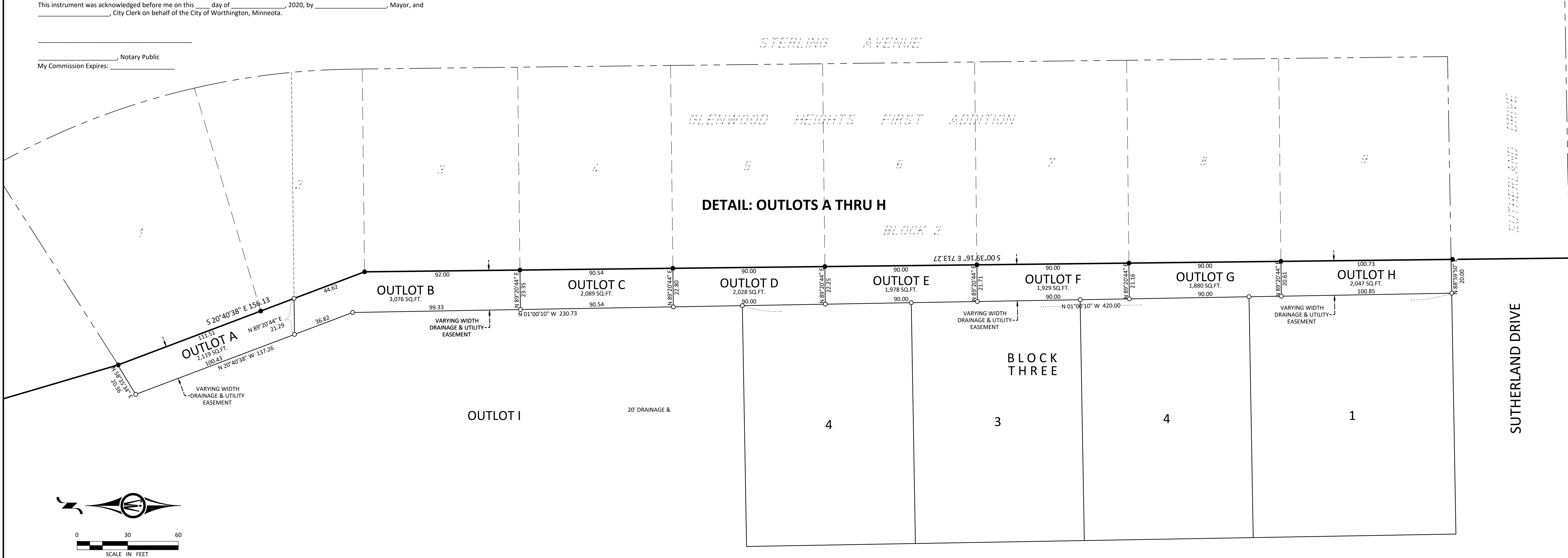
\_\_\_\_\_  
Nobles County Auditor

OFFICE OF COUNTY RECORDER

I hereby certify that the within instrument was filed for record this \_\_\_\_ day of \_\_\_\_\_, 2020, at \_\_\_\_ o'clock \_\_M. and

recorded in Book \_\_\_\_ A of Plats, page \_\_\_\_, Microfilm Document Number \_\_\_\_\_.

\_\_\_\_\_  
Nobles County Recorder



This form is available electronically.

Page 1 of 1

|   |  |  |              |  |          |                               |  |
|---|--|--|--------------|--|----------|-------------------------------|--|
| <b>CRP-1</b><br>(10-22-15) <b>U.S. DEPARTMENT OF AGRICULTURE</b><br>Commodity Credit Corporation<br><br><div style="text-align: center;"><b>CONSERVATION RESERVE PROGRAM CONTRACT</b></div>   |  | 1. ST. & CO CODE & ADMIN. LOCATION<br><div style="text-align: center;">27 105</div>  |              | 2. SIGN-UP NUMBER<br><br>  |          |                               |  |
| 7A. COUNTY OFFICE ADDRESS (Include Zip Code)<br>NOBLES COUNTY FARM SERVICE AGENCY<br>1567 N MCMILLAN ST SUITE 1<br>WORTHINGTON, MN 56187-2822   |  | 3. CONTRACT NUMRFR<br><br>   |              | 4. ACRES FOR ENROLLMENT<br><br>  |          |                               |  |
|   |  | 5. FARM NUMBER<br><br>   |              | 6. TRACT NUMBER(S)<br><br>   |          |                               |  |
| 7B. TELEPHONE NUMBER (Include Area Code): (507) 376-6194 x2   |  | 8. OFFER (Select one)<br>GENERAL <input type="checkbox"/><br>ENVIRONMENTAL PRIORITY <input checked="" type="checkbox"/>  |              | 9. CONTRACT PERIOD<br>FROM: (MM-DD-YYYY) 10-01-2016<br>TO: (MM-DD-YYYY) 09-30-2026 |          |                               |  |
|   |  | <p><i>THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; CRP-2; CRP-2C; or CRP-2G.</i></p> |              |  |          |                               |  |
| 10A. Rental Rate Per Acre \$ INITIAL  |  | 11. Identification of CRP Land (See Page 2 for additional space)   |              |  |          |                               |  |
| 10B. Annual Contract Payment \$   |  | A. Tract No.   | B. Field No. | C. Practice No.  | D. Acres | E. Total Estimated Cost-Share |  |
| 10C. First Year Payment \$  |  |  |              |  |          | 0                             |  |
| (Item 10C applicable only to continuous signup when the first year payment is prorated.)  |  |  |              |  |          |                               |  |
| <b>12. PARTICIPANTS (If more than three individuals are signing, see Page 3.)</b>   |  |  |              |  |          |                               |  |
| A(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code):<br>I  |  | (2) SHARE<br><br>  |              | (3) SIGNATURE<br><br><div style="text-align: center;">TRUSTEE</div>                |          | (4) DATE (MM-DD-YYYY)<br>     |  |
| B(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code):   |  | (2) SHARE<br><br><div style="text-align: center;">%</div>  |              | (3) SIGNATURE<br><br>  |          | (4) DATE (MM-DD-YYYY)<br>     |  |
| C(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code):   |  | (2) SHARE<br><br><div style="text-align: center;">%</div>  |              | (3) SIGNATURE<br><br>  |          | (4) DATE (MM-DD-YYYY)<br>     |  |
| <b>13. CCC USE ONLY</b>   |  | A. SIGNATURE OF CCC REPRESENTATIVE   |              |  |          | B. DATE (MM-DD-YYYY)          |  |
| <p><b>NOTE:</b> The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is 7 CFR Part 1410, the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), and the Agricultural Act of 2014 (Pub. L. 113-79). The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.</p> <p>This information collection is exempted from the Paperwork Reduction Act as specified in the Agricultural Act of 2014 (Pub. L. 113-79, Title I, Subtitle F, Administration). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. <b>RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.</b></p> |  |  |              |  |          |                               |  |

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COPY

Original - County Office Copy



Owner's Copy

AUG 30 2016



Operator's Copy

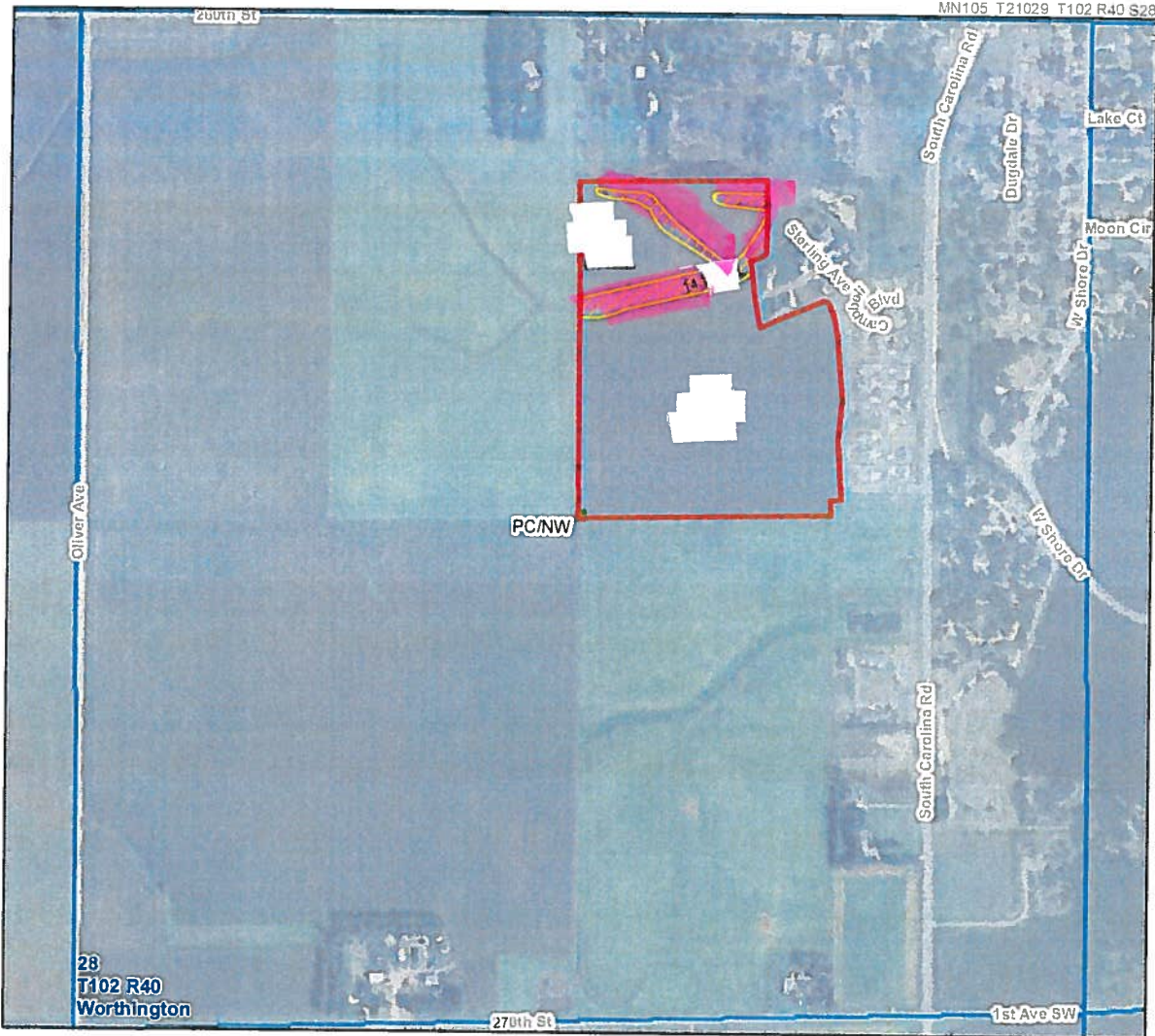
Exhibit 5A

NOBLES CO FSA





**Nobles County, Minnesota**



**Farm**

**Tract**



**T102 R40 S28**

**2017 Program Year**

Map Created April 19, 2017



Unless otherwise noted:  
 Shares are 100% operator  
 Crops are non-irrigated  
 Corn = yellow for grain  
 Soybeans = common soybeans for grain  
 Wheat = HRS, HRW = Grain  
 Sunflower = Oil, Non-Oil = Grain  
 Oats and Barley = Spring for grain  
 Rye = for grain  
 Peas = process  
 Alfalfa, Mixed Forage AGM, GMA, IGS = for forage  
 Beans = Dry Edible  
 NAG = for GZ  
 Canola = Spring for seed

**Common Land Unit**

- Cropland
- CRP
- Tract Boundary
- PLSS

**Wetland Determination Identifiers**

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

Tract Cropland Total: 48.35 acres

USDA FSA maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership, rather it depicts the information provided directly from the producer and/or the 2015 NAIP imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact NRCS.

**U. S. DEPARTMENT OF AGRICULTURE**  
 Commodity Credit Corporation

**APPENDIX TO FORM CRP-1, CONSERVATION RESERVE PROGRAM CONTRACT**

**NOTE:** *This information collection is exempted from the Paperwork Reduction Act as specified in the Agricultural Act of 2014 (Pub. L. 113-79, Title I, Subtitle F, Administration). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.*

**1. DEFINITIONS**

The following definitions are applicable to the Conservation Reserve Program (CRP) Contract:

- A. CRP contract or CRP-1** means the program documents including form CRP-1, the applicable contract appendix, conservation plan and the terms of any required easement, if applicable, entered into between CCC and the participant. Such contract shall set forth the terms and conditions for participation in the CRP and receipt of CRP payments.
- B. Current agricultural market value** for offer evaluation purposes means the amount in dollars per acre as determined by CCC to be the adjusted price at which the land placed in the CRP could be rented based on the average cash rental rate, or equivalent, per acre, and which is paid for dryland cropland at the time at which this contract is signed by the participant.
- C. Vegetative cover** means perennial or permanent grasses, legumes, forbs, and shrubs with a life span of 10 years or more, or trees.
- D.** All other words and phrases, unless the context of subject matter otherwise requires, shall have the meanings assigned to them in the regulations governing the Conservation Reserve Program which are found at 7 CFR Part 1410.

**2. ELIGIBILITY REQUIREMENTS FOR CONSERVATION RESERVE PROGRAM**

- A.** By signing the CRP contract, the participant, except in the case of persons qualifying solely as a tenant, certifies that such participant will control the land subject to the contract for the contract period and, if applicable, any easement period and shall, upon demand, provide evidence to CCC demonstrating that such participant will control the land for that period.
- B.** Land otherwise eligible for the CRP shall not be eligible, except as agreed otherwise, in writing, by CCC, if the land is subject to a deed or other restriction prohibiting the production of agricultural commodities or where a benefit has or will be obtained from a Federal agency in return for the participant's agreement not to produce such commodities on the land during the same time as the land would be enrolled in the CRP. By offering land for enrollment, the participant certifies as a condition for payment that no such restrictions apply to such land.

**3. RESTRICTIONS ON PAYMENTS TO FOREIGN PERSONS**

- A.** Any person who enters into this CRP contract or participates in such contract at any time who is not a citizen of the United States or an alien lawfully admitted into the United States for permanent residence under the Immigration and Nationality Act (8 U.S.C. 1101 et. seq.) shall be ineligible to receive annual rental payments under this contract unless such person meets the requirements of 7 CFR Part 1400 which shall be applicable to this contract.
- B.** Persons succeeding to a CRP contract subject to a reduction in payment under this paragraph 3 for any preceding party shall not be eligible for payments during the contract period greater than those that could have been received by such preceding party.



#### 4. AGREEMENT

##### A. The participant agrees:

- (1) That the applicable CRP-2 and CRP-1 and its addenda shall be considered an offer to enter into the Conservation Reserve Program on the terms specified on Form CRP-1 and its addenda. The offer, until revoked, may be accepted by CCC provided further, that liquidated damages may apply in the case of a revocation as specified elsewhere in this Appendix;
- (2) To place eligible land into the CRP for a period of 10 years, or as agreed to by CCC for a longer period not to exceed 15 years, from the effective date of the CRP contract executed by CCC;
- (3) To comply with the terms and conditions of the Conservation Plan;
- (4) To establish, maintain, and replace, as specified in the CRP contract, the practices agreed to in the Conservation Plan;
- (5) Not to harvest or sell, nor otherwise make commercial use of, trees or forage (except where authorized for CRP-Grasslands) or other cover on the CRP land including the shearing or shaping of trees for future use as Christmas trees (the participants may conduct pruning, thinning, stand improvement, or other activities consistent with customary forestry practices on land that is planted to trees); provided further, however, that CCC may, in its discretion and only in writing or by publication intended for a general allowance for CRP lands in particular States or regions, permit, in certain emergencies, certain commercial uses, as specified by CCC, which may be conditioned on a reduction in CRP payments otherwise payable under this contract;
- (6) Not to undertake any action on land under the participant's control which tends to defeat the purposes of this contract, as determined by CCC;
- (7) To annually certify crop and land use for the farm with the CCC on the appropriate form, accurately listing all land enrolled in CRP on the farm, not later than the final reporting date determined and announced by the Farm Service Agency, or successor agency;
- (8) To control on land subject to a CRP contract all weeds, insects, pests and other undesirable species to the extent necessary to ensure that the establishment and maintenance of the approved cover is adequately protected and to provide such maintenance as necessary to avoid an adverse impact on surrounding land, taking into consideration water quality, wildlife and other factors;
- (9) Not to disturb the acreage under contract during the primary nesting and brood rearing season for wildlife, except as approved by CCC;
- (10) To annually file required forms as requested by CCC for payment limitation determinations. For purposes of the annual payment limitation for each participant, Signing Incentive Payments (SIP) and Practice Incentive Payments (PIP) shall be attributed towards such \$50,000 annual limitation in the following ways: 1) SIP, for purposes of this contract, shall be attributed to the Fiscal Year in which the participants CRP contract was approved by CCC; and 2) PIP, for purposes of this contract, shall be attributed to the Fiscal Year in which the participant completed the practice associated with that PIP, as evidenced by the participants signature date on Form AD-245 or FSA-848B, and as otherwise determined by CCC.
- (11) To file applicable forms required by CCC for Adjusted Gross Income (AGI) determinations;
- (12) That it is understood any payment or portion thereof due any participant will be made by CCC without regard to any question of title under State law, and without regard to any claim or lien which may be asserted by a creditor, except agencies of the U. S. Government. Offsets for debts owed to agencies of the U. S. Government shall be made prior to making any payments to participants or their assignees.
- (13) To perform certain periodic management activities described in the conservation plan to maintain the approved cover such as light disking, burning, etc.

**B. CCC agrees:**

- (1) To share the cost with owners and operators of establishing an eligible practice, or an identified unit thereof, agreed to in the Conservation Plan as described herein, except that, in no case may the share of CCC exceed an amount equal to 50 percent of the price at which the land placed in the CRP could be sold for use as farmland at the time at which this contract is signed by the participant, unless the CCC otherwise approves such amount, provided further, that such approval must specifically reference the particular land placed in the CRP under this contract;
- (2) To pay the agreed-upon annual rental payment, including any incentive payment, based upon the shares to which the parties have agreed as set forth on Form CRP-1 for a period of years not in excess of the contract period;
- (3) To pay to the participant, to the extent required by CCC regulations, an interest penalty on cost- share payments, incentive payments, and all annual rental payments not made by the date, as determined by CCC, that the payment is due;
- (4) To make annual rental payments after October 1 of each year of the contract period.

**5. CONSERVATION PLAN****A. Subject to the approval of CCC, the Conservation Plan will include some or all of the following information and requirements:**

- (1) The vegetative or water cover to be established on the CRP land;
- (2) A tree planting plan, developed in cooperation with the Forest Service, if trees are to be established as the vegetative cover on the CRP land;
- (3) A schedule of completion dates for establishment of the cover on the CRP land;
- (4) The level of environmental benefits which must be attained on the CRP land;
- (5) Any other practices required for the establishment or maintenance of the cover on the CRP land including weed, insect, pest, and other controls of undesirable species, and such maintenance as necessary to avoid an adverse impact on surrounding land as determined appropriate by CCC, taking into consideration the needs of water quality, wildlife concerns, and other factors.
- (6) The acreage will not be disturbed during the primary nesting season for wildlife as determined by CCC.
- (7) Management activities authorized by paragraph 6.

**B. By signing the Conservation Plan, the participant agrees to implement the practices specified in such Conservation Plan on the CRP land even if such practices differ from those listed on Form CRP-1.****6. MANAGEMENT ACTIVITIES**

Subject to the approval of CCC, the Conservation Plan may include managed grazing or harvesting of the cover on the CRP land, including biomass, as necessary to avoid an adverse impact on surrounding land, as determined appropriate by CCC, taking into consideration the needs of the vegetative cover, wildlife concerns, and other factors. Managed grazing or harvesting may be conditioned on a reduction in CRP payments otherwise payable under this contract, as determined by CCC.

**7. COST-SHARE PAYMENTS**

- A.** Cost-share payments shall be made available upon a determination by CCC that an eligible practice, or an identifiable unit thereof, has been established in compliance with the conservation plan and with appropriate standards and specifications.
- B.** CCC will not make cost-share payments in excess of 50 percent of the actual or average cost of establishing the eligible practice specified in the Conservation Plan as determined by CCC. It is understood that all cost-shares from all sources must be reported to CCC and that a reduction in the CCC cost-share may be made if there are other cost-shares received. Such reductions will be made to the extent required or allowed by the program regulations.
- C.** Except as otherwise provided for in program regulations, cost-share assistance may be made available under the CRP only for the establishment or installation of an eligible practice. In order to receive cost-share assistance, the participant, upon completion of the practice, must file Form AD-245 or similar form approved by CCC, for approval by CCC.

**8. PROVISIONS RELATING TO TENANTS AND LANDLORDS**

- A.** Payments shall not be paid under this CRP contract if CCC determines that:
  - (1) The landlord or operator has:
    - (a) when the acreage offered is not enrolled in the CRP at the time of signup:
      - (i) not provided tenants who have an interest in the acreage being offered at the time of signup an opportunity to participate in the benefits of the program;
      - (ii) reduced the number of tenants on the farm as a result of or in anticipation of enrollment in the CRP.
    - (b) when the acreage offered is enrolled in the CRP at the time of signup, not provided tenants with an interest in the CRP contract acreage an opportunity to participate in the benefits of the program if:
      - (i) the tenants are otherwise involved in farming other acreage, as determined by CCC, on the farm at the time of signup; or
      - (ii) the tenants have an interest in the acreage being offered on the effective date of the new CRP-1.
  - (2) The landlord or operator has deprived any tenant of any benefits to which such tenant would otherwise be entitled.
  - (3) If any such conditions as identified in (1) and (2) occur or are discovered after payments have been made, all or any part of the payments, as determined by CCC, must be refunded with interest and no further payments shall be made.
- B.** After this CRP contract is approved, the operator or tenant may, with the approval of CCC, be replaced for purposes of the CRP contract and for payments to be made under the contract if such tenant or operator, as determined by CCC:
  - (1) terminates their tenancy voluntarily or for some reason other than being forced to terminate their tenancy by the landowner or operator in anticipation as, or because of, participation in the program;
  - (2) fails to maintain tenancy, as determined by CCC, throughout the CRP contract period;
  - (3) files for bankruptcy and the trustee or debtor in possession fails to affirm this CRP contract;
  - (4) dies during the term of this CRP contract and the administrator of the operator or tenant's estate (or a similar person with authority to administer the affairs of the operator or tenant) fails to succeed to this contract within the time required by CCC; or
  - (5) was removed for cause, as determined by CCC.

- C. The removal of an operator or tenant from the agreement shall not release the operator or tenant from liabilities for actions arising before such removal.

## **9. ERRONEOUS REPRESENTATION AND SCHEME AND DEVICE**

- A. A participant who is determined to have erroneously represented any fact affecting a determination with respect to this CRP contract and the regulations applicable to this CRP contract, adopted any scheme or device which tends to defeat the purposes of this CRP contract, or made any fraudulent representation with respect to this contract will not be entitled to payments or any other benefits made in accordance with this CRP contract and the participant must refund to CCC all payments received by such participant, plus interest and liquidated damages thereon, with respect to the CRP contract. Such liquidated damages will be determined in accordance with paragraph 10 of this Appendix.
- B. Unless CCC regulations provide otherwise, refunds determined to be due and owing to CCC in accordance with this CRP contract will bear interest at the rate which CCC was required to pay for its borrowings from the United States Treasury on the date of the disbursement by CCC of the monies to be refunded. Interest will accrue from the date of such disbursement by CCC.
- C. The remedies provided under paragraph 9A of this Appendix shall be applicable in addition to any remedies under criminal and civil fraud statutes, including 18 U.S.C. 268, 287, 371, 641, 1001; 15 U.S.C. 714m; and 31 U.S.C. 3729, or any other remedy available under law.

## **10. LIQUIDATED DAMAGES**

It is mutually agreed that in the event the CRP contract is breached by the participant, the CCC will suffer substantial damages which may not be possible to quantify with certainty. Therefore, in addition to the refund of payments received plus interest due, for breach of contract prescribed in this contract, the participant agrees to pay an amount equal to the product obtained by multiplying: (1) 25 percent of the rental payment rate per acre on Form CRP-1 by, (2) the number of acres that are the subject of the CRP contract. Such amount shall be due as liquidated damages in addition to such other damages or amounts as may be due, and not as a penalty.

## **11. NOTIFICATION OF CHANGES TO TERMS AND CONDITIONS OF THE CONTRACT**

CCC agrees that, if any changes of any terms and conditions of this CRP contract, including changes necessary to reconcile the practices listed on the CRP-1 to those specified in the conservation plan, become necessary prior to the date that this contract is approved on behalf of CCC, CCC will notify the persons signing the CRP-1 of such change and such person will be given 10 days from the date of notification in which to agree to the revised terms and conditions or to withdraw from the offer. The participant agrees to notify the CCC of an intention to withdraw from the offer within 10 days from the date of the issuance of such notice and further agrees that failure to notify the CCC will constitute agreement to the revised terms and conditions.

## **12. CORRECTIONS**

CCC reserves the right to correct all errors arising from entering data or computations in the contract.

## **13. TERMINATION OF CONTRACT; JOINT LIABILITY**

If a participant fails to carry out the terms and conditions of this CRP contract but CCC determines that such failure does not warrant termination of this CRP contract, CCC may require such participant to refund, with interest, payments received under this CRP contract, or require the participant to accept such adjustments in the subsequent payment as are determined to be appropriate by CCC. Participants that sign the CRP-1 with zero percent interest in the annual rental payment shall not be held responsible for contract compliance.

**14. CONTRACT MODIFICATIONS**

- A.** CCC may modify this contract to add, or substitute certain practices when:
- (1) The installed practice failed to adequately control erosion through no fault of the participants;
  - (2) The installed measure has deteriorated because of conditions beyond the control of the participants; or
  - (3) Another practice will achieve at least the same level of environmental benefits.
- B.** Concurrence of NRCS and the conservation district may be obtained by CCC when modifications to this contract involve a technical aspect of a participant's Conservation Plan.
- C.** CCC may modify this contract at any time by reducing the number of acres enrolled under this contract if CCC determines that doing so is necessary to remain in compliance with any statutorily-set maximum number of acres that can be enrolled in the CRP during any fiscal year(s), in a manner that CCC determines is in the best interest of the CRP.

**15. EFFECTIVE DATE AND CHANGES TO CONTRACT**

- A.** The CRP contract is effective when, as determined by CCC, it has been signed by the participants and an authorized representative of CCC. Except as otherwise determined by CCC, as permitted by regulations or other law, the CRP contract may not be revoked or revised unless by mutual agreement between the parties. If, after the effective date of this contract, CCC determines that the offered acreage was erroneously enrolled or otherwise ineligible for enrollment, CCC may terminate the contract. Such termination shall not effect payments already made to the participants as of the time of termination. Within the dates established by CCC, the CRP contract must be signed by all required participants.
- B.** In the event that a statute is enacted during the period of this CRP contract which would materially change the terms and conditions of this CRP contract, the CCC may require the participants to elect between acceptance of modifications in this CRP contract consistent with the provisions of such statute or termination of this CRP contract.

**16. TRANSFER OF LAND**

- A.** If a new owner or operator purchases or obtains the right and interest in, or right to occupancy of, the land subject to this contract, such new owner or operator, upon the approval of CCC, may become a participant to a new CRP contract under the same terms and conditions with CCC covering such transferred land;
- B.** With respect to the transferred land, if the new owner or operator becomes a successor to the existing CRP contract, the new owner or operator shall assume all obligations under such contract of the previous participant;
- C.** If the new owner or operator becomes a successor to a CRP contract with CCC:
- (1) Cost-share payments shall be made to the participant who established the practice; and
  - (2) Annual rental payments to be paid during the fiscal year when the land was transferred shall be divided in an equitable manner, as determined by CCC.
- D.** A new owner or operator will not be eligible to succeed to the CRP contract or receive payments under the contract if a previous participant in the contract maintains or acquires any interest of any kind in the property including, but not limited to, present, future, or conditional interests, or reversionary interests, or any option with respect to the property. In addition, unless otherwise approved in writing by CCC for the particular contract, a new owner or operator will not be eligible to succeed to the CRP contract, if a lender has or will obtain an option to purchase the property, any other right of occupancy, or share in the equity in the property which is not conditional on a foreclosure or other remedy for nonpayment of debt or on a voluntary transfer by the person seeking to succeed to the CRP contract.

- E. The participant certifies that no person has, or will, obtain an interest in the property that would render the new owner or operator to be ineligible to succeed to the CRP contract under the provisions of this paragraph. The existence or acquisition of such an interest by another person shall be considered a breach of the contract for which the CCC may terminate the contract and enforce the remedies provided in this Appendix.
- F. If a participant transfers all or part of the right and interest in, or right to occupancy of, the CRP land and the new owner or operator does not become a successor to such contract within 60 days, or such other time as determined appropriate by CCC, of such transfer, such contract will be terminated with respect to the affected portion of such land and the original participant must:
  - (1) Forfeit all rights to any future payments with respect to such acreage;
  - (2) Refund all or part of the payments made with respect to such contract plus interest thereon, as determined by CCC; and
  - (3) Pay liquidated damages to CCC as specified in paragraph 10 of this Appendix.

## 17. REGULATIONS TO PREVAIL

The regulations in 7 CFR Part 1410 for the CRP are incorporated herein. In the event of a conflict between these regulations and the terms of this Appendix, the provisions of the regulations will prevail.

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# Memo

**To:** Honorable Mayor and City Council  
**From:** Jason Brisson, Asst. City Administrator/Dir. of Economic Development  
**Date:** December 9, 2020  
**Subject:** Former Shopko Building Retail Sales

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City staff has been directed by the City Council to provide the total sales tax that would be generated by a retail location at 1755 N Humiston Ave, Worthington, MN 56187 over the duration of the City's current local option sales tax. Because City staff has been unable to obtain actual sales figures for the former Worthington Shopko location, we have estimated its sales using some assumptions. The technique developed by City staff uses Sales per Square Foot<sup>1</sup>, which is a common commercial retail metric. The formula is defined as:

$$\text{Sales Per Square Foot} = \text{Revenues} / \text{Retail Space}$$

This formula is then rearranged to find our target quantity, revenues:

$$\text{Revenues} = \text{Sales Per Square Foot} * \text{Retail Space}$$

The retail space (in square feet) quantity for the Shopko building is known. According to City records, the retail space of the former Shopko building is approximately 50,000 square feet. Staff has worked with several parties and has been unable to pinpoint market-specific sales per square foot figures for the Southwest Minnesota region. City staff was, however, able to locate national sales per square foot data for several national retailers<sup>2</sup>. Based on the assumption that Shopko's sales were similar to Michael's art supplies, crafts & framing store, City staff has computed the following:

Assumptions

*Michael's National Average Sales per Square Foot (Annually): \$171.00*

*Approximate Retail Space of Worthington Shopko Building: 50,813*

$$\text{Revenues} = \text{Sales Per Square Foot} * \text{Retail Space}$$

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<sup>1</sup> For more information, please see: <https://corporatefinanceinstitute.com/resources/knowledge/accounting/sales-per-square-foot/>

<sup>2</sup> For more information on how these figures, please see: <https://www.camoinassociates.com/average-square-footage-and-retail-sales-square-foot-across-major-brands>

$$\text{Revenues} = \$171.00 * 50,813$$

$$\text{Revenues} = \$8,689,023.00$$

Using this method, City staff has arrived at the projected annual sales of the Shopko building to be approximately \$8,689,023.00. The City's local option sales tax will generate 15 years of property tax or \$25mil, whichever comes first. Assuming 15 years of sales tax will be lost if the Shopko building does not generate any sales tax during the term of the sales tax, City staff can project the total retail sales for this location over the duration of the local option sales tax:

Assumptions

Annual Revenues: \$8,689,023.00

Number of Years: 15

$$\text{Total Revenues} = \text{Annual Revenues} * \text{Number of Years}$$

$$\text{Total Revenues} = \$8,689,023.00 * 15 \text{ years}$$

$$\text{Total Revenues} = \$130,335,345.00$$

An estimated \$130,335,345.00 in projected retail sales will not generate any sales tax. The City's sales tax rate is 0.005. City staff can use the estimated total sales and the sales tax rate to estimate the lost sales tax revenue over the duration of the taxing period:

Assumptions

Total Revenues: \$130,335,345.00

Tax Rate: 0.005

$$\text{Total Estimated Sales Tax} = \text{Total Revenues} * \text{Tax Rate}$$

$$\text{Total Estimated Sales Tax} = \$130,335,345.00 * 0.005$$

$$\text{Total Estimated Sales Tax} = \$651,676.73$$

City staff projects that if the Shopko building were to generate \$0.00 in retail sales over the entire duration of the local option sales tax, the City would fail to collect approximately \$651,676.73 in sales tax revenue, or approximately 2.6% of the total projected sales tax collection.

The City's General Obligation Sales Tax Revenue Bonds, Series 2020A are intended to be paid using the revenue generated by local option sales tax revenue. If the local option sales tax revenue is insufficient to make the bond payments, the City can use levy tax dollars to meet its bond



payment obligations. To project the levy impact, City staff has determined the annual impact of the former Shopko building failing to generate retail sales:

Assumptions

*Total Estimated Sales Tax: \$651,676.73*

*Sales Tax Duration: 15 years*

*Annual Estimated Sales Tax = Total Estimated Sales Tax / Sales Tax Duration*

*Annual Estimated Sales Tax = \$651,676.73 / 15 Years*

*Annual Estimated Sales Tax = \$43,445.12*

The projected annual estimated sales tax that would be lost due to the former Shopko building failing to generate retail sales is approximately \$43,500. Assuming that the City was required to levy this amount to cover the bond payments, this would equate to an approximately 0.9% levy increase to cover the City's bond payments using the 2021 levy amount.

With respect to property tax, the Shopko property (including both Shopko parcels) generated \$29,835.84 in property tax in 2020. Based on the City's 2020 total property tax amount, \$4,858,144, the property tax generated by the Shopko property represented approximately 0.6% of the City's total property tax for 2020. The full estimated levy increase that would be required if this property failed to generate both sales and property tax is approximately 1.5%.

Jason Brisson

Assistant City Administrator/Director of Economic Development

| VENDOR SORT KEY                  | DATE     | DESCRIPTION                | FUND                | DEPARTMENT             | AMOUNT_   |
|----------------------------------|----------|----------------------------|---------------------|------------------------|-----------|
| ADRIAN AUTO SERVICE LLC          | 11/27/20 | TOW ICR#20006985           | GENERAL FUND        | POLICE ADMINISTRATION  | 100.00_   |
|                                  |          |                            |                     | TOTAL:                 | 100.00    |
| BUFFALO RIDGE CONCRETE INC       | 11/27/20 | 2 YDS CONCRETE-S. DOUGLAS  | WATER               | M-TRANS MAINS          | 234.00    |
|                                  | 11/27/20 | STREET LIGHT BASE          | ELECTRIC            | FA DISTR ST LITE & SIG | 117.00_   |
|                                  |          |                            |                     | TOTAL:                 | 351.00    |
| COTTONWOOD COUNTY SHERIFF OFFICE | 11/27/20 | SAFE & SOBER/CFDA 20-608-2 | GENERAL FUND        | POLICE ADMINISTRATION  | 2,714.21_ |
|                                  |          |                            |                     | TOTAL:                 | 2,714.21  |
| FASTENAL COMPANY                 | 11/27/20 | MAIN LEAK REPAIR LADDER    | WATER               | M-TRANS MAINS          | 271.61_   |
|                                  |          |                            |                     | TOTAL:                 | 271.61    |
| FRONTIER COMMUNICATION SERVICES  | 11/27/20 | PHONE SERVICE              | GENERAL FUND        | MAYOR AND COUNCIL      | 29.85     |
|                                  | 11/27/20 | PHONE SERVICE              | GENERAL FUND        | ADMINISTRATION         | 391.46    |
|                                  | 11/27/20 | PHONE SERVICE              | GENERAL FUND        | CLERK'S OFFICE         | 185.00    |
|                                  | 11/27/20 | PHONE SERVICE              | GENERAL FUND        | ACCOUNTING             | 69.30     |
|                                  | 11/27/20 | PHONE SERVICE              | GENERAL FUND        | ENGINEERING ADMIN      | 165.02    |
|                                  | 11/27/20 | PHONE SERVICE              | GENERAL FUND        | ECONOMIC DEVELOPMENT   | 190.30    |
|                                  | 11/27/20 | PHONE SERVICE              | GENERAL FUND        | OTHER GEN GOVT MISC    | 26.95     |
|                                  | 11/27/20 | PHONE SERVICE              | GENERAL FUND        | FIRE ADMINISTRATION    | 161.34    |
|                                  | 11/27/20 | PHONE SERVICE              | GENERAL FUND        | CENTER FOR ACTIVE LIVI | 296.41    |
|                                  | 11/27/20 | PHONE SERVICE              | MEMORIAL AUDITORIUM | MEMORIAL AUDITORIUM    | 211.29    |
|                                  | 11/27/20 | PHONE SERVICE              | RECREATION          | PARK AREAS             | 26.95     |
|                                  | 11/27/20 | BAC FIRE ALARMS            | ECONOMIC DEV AUTHO  | TRAINING/TESTING CENTE | 105.90    |
|                                  | 11/27/20 | PHONE SERVICE              | LIQUOR              | O-GEN MISC             | 231.34    |
|                                  | 11/27/20 | PHONE SERVICE              | AIRPORT             | O-GEN MISC             | 93.79     |
|                                  | 11/27/20 | PHONE SERVICE              | DATA PROCESSING     | DATA PROCESSING        | 131.42    |
|                                  | 11/27/20 | PHONE SERVICE              | DATA PROCESSING     | COPIER/FAX             | 25.86_    |
|                                  |          |                            |                     | TOTAL:                 | 2,342.18  |
| GRAINGER                         | 11/27/20 | SMOKE DETECTOR TESTER      | ELECTRIC            | O-DISTR MISC           | 7.76      |
|                                  | 11/27/20 | CABLE TIES                 | ELECTRIC            | O-DISTR MISC           | 96.66     |
|                                  | 11/27/20 | CABLE CUTTER               | ELECTRIC            | O-DISTR MISC           | 131.26_   |
|                                  |          |                            |                     | TOTAL:                 | 235.68    |
| HACH COMPANY                     | 11/27/20 | BOD SENSOR CAP             | MUNICIPAL WASTEWAT  | O-PURIFY LABORATORY    | 171.59_   |
|                                  |          |                            |                     | TOTAL:                 | 171.59    |
| HAWKINS INC                      | 11/27/20 | TREATMENT CHEMICAL         | WATER               | O-PURIFY               | 1,085.11_ |
|                                  |          |                            |                     | TOTAL:                 | 1,085.11  |
| INTL UNION LOCAL #49             | 11/27/20 | UNION DUES                 | GENERAL FUND        | NON-DEPARTMENTAL       | 95.60     |
|                                  | 11/27/20 | UNION DUES                 | GENERAL FUND        | NON-DEPARTMENTAL       | 103.85    |
|                                  | 11/27/20 | UNION DUES                 | RECREATION          | NON-DEPARTMENTAL       | 62.53     |
|                                  | 11/27/20 | UNION DUES                 | RECREATION          | NON-DEPARTMENTAL       | 49.24     |
|                                  | 11/27/20 | UNION DUES                 | ECONOMIC DEV AUTHO  | NON-DEPARTMENTAL       | 12.47     |
|                                  | 11/27/20 | UNION DUES                 | ECONOMIC DEV AUTHO  | NON-DEPARTMENTAL       | 4.16      |
|                                  | 11/27/20 | UNION DUES                 | IMPROVEMENT CONST   | NON-DEPARTMENTAL       | 3.67      |
|                                  | 11/27/20 | UNION DUES                 | IMPROVEMENT CONST   | NON-DEPARTMENTAL       | 4.31      |
|                                  | 11/27/20 | UNION DUES                 | WATER               | NON-DEPARTMENTAL       | 93.14     |
|                                  | 11/27/20 | UNION DUES                 | WATER               | NON-DEPARTMENTAL       | 99.91     |
|                                  | 11/27/20 | UNION DUES                 | MUNICIPAL WASTEWAT  | NON-DEPARTMENTAL       | 122.94    |
|                                  | 11/27/20 | UNION DUES                 | MUNICIPAL WASTEWAT  | NON-DEPARTMENTAL       | 120.57    |
|                                  | 11/27/20 | UNION DUES                 | STORM WATER MANAGE  | NON-DEPARTMENTAL       | 25.03     |
|                                  | 11/27/20 | UNION DUES                 | STORM WATER MANAGE  | NON-DEPARTMENTAL       | 30.64     |

| VENDOR SORT KEY                     | DATE     | DESCRIPTION                | FUND               | DEPARTMENT             | AMOUNT_    |
|-------------------------------------|----------|----------------------------|--------------------|------------------------|------------|
|                                     | 11/27/20 | UNION DUES                 | AIRPORT            | NON-DEPARTMENTAL       | 4.62       |
|                                     | 11/27/20 | UNION DUES                 | AIRPORT            | NON-DEPARTMENTAL       | 7.32_      |
|                                     |          |                            |                    | TOTAL:                 | 840.00     |
| JACKSON COUNTY SHERIFFS OFFICE      | 11/27/20 | SAFE & SOBER/CFDA20-608/20 | GENERAL FUND       | POLICE ADMINISTRATION  | 2,894.13_  |
|                                     |          |                            |                    | TOTAL:                 | 2,894.13   |
| JORDAN TRANSFORMER LLC              | 11/27/20 | OIL PRESERVATION SYSTEM    | ELECTRIC           | FA DISTR STATION EQUIP | 11,332.00_ |
|                                     |          |                            |                    | TOTAL:                 | 11,332.00  |
| JASON LARSEN                        | 11/27/20 | VIEW NEW AERIAL TRUCK      | GENERAL FUND       | FIRE ADMINISTRATION    | 2,425.54_  |
|                                     |          |                            |                    | TOTAL:                 | 2,425.54   |
| LAW ENF LABOR SERV INC #4           | 11/27/20 | UNION DUES LICENSED        | GENERAL FUND       | NON-DEPARTMENTAL       | 558.00     |
|                                     | 11/27/20 | UNION DUES LICENSED        | GENERAL FUND       | NON-DEPARTMENTAL       | 558.00     |
|                                     | 11/27/20 | UNION DUES NON-LICENSED    | GENERAL FUND       | NON-DEPARTMENTAL       | 134.15     |
|                                     | 11/27/20 | UNION DUES NON-LICENSED    | GENERAL FUND       | NON-DEPARTMENTAL       | 134.15_    |
|                                     |          |                            |                    | TOTAL:                 | 1,384.30   |
| LOCATORS & SUPPLIES INC             | 11/27/20 | RUBBER GLOVE LINERS        | ELECTRIC           | O-DISTR MISC           | 131.42     |
|                                     | 11/27/20 | PENTA WRENCHES             | ELECTRIC           | O-DISTR MISC           | 122.40_    |
|                                     |          |                            |                    | TOTAL:                 | 253.82     |
| MINNESOTA BENEFIT ASSOCIATION       | 11/27/20 | MN BENEFITS                | GENERAL FUND       | NON-DEPARTMENTAL       | 8.38       |
|                                     | 11/27/20 | MN BENEFITS                | GENERAL FUND       | NON-DEPARTMENTAL       | 22.61      |
|                                     | 11/27/20 | MN BENEFITS                | GENERAL FUND       | NON-DEPARTMENTAL       | 53.10      |
|                                     | 11/27/20 | MN BENEFITS                | GENERAL FUND       | NON-DEPARTMENTAL       | 65.40      |
|                                     | 11/27/20 | INSURANCE                  | GENERAL FUND       | PAVED STREETS          | 31.43      |
|                                     | 11/27/20 | INSURANCE                  | GENERAL FUND       | PUBLIC WORK SHOP       | 45.92      |
|                                     | 11/27/20 | INSURANCE                  | GENERAL FUND       | ICE AND SNOW REMOVAL   | 29.00      |
|                                     | 11/27/20 | MN BENEFITS                | RECREATION         | NON-DEPARTMENTAL       | 33.46      |
|                                     | 11/27/20 | MN BENEFITS                | RECREATION         | NON-DEPARTMENTAL       | 19.23      |
|                                     | 11/27/20 | MN BENEFITS                | RECREATION         | NON-DEPARTMENTAL       | 14.92      |
|                                     | 11/27/20 | MN BENEFITS                | RECREATION         | NON-DEPARTMENTAL       | 2.62       |
|                                     | 11/27/20 | MN BENEFITS                | WATER              | NON-DEPARTMENTAL       | 4.79       |
|                                     | 11/27/20 | MN BENEFITS                | WATER              | NON-DEPARTMENTAL       | 4.79       |
|                                     | 11/27/20 | INSURANCE                  | WATER              | GENERAL ADMIN          | 32.98      |
|                                     | 11/27/20 | MN BENEFITS                | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL       | 100.75     |
|                                     | 11/27/20 | MN BENEFITS                | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL       | 100.75     |
|                                     | 11/27/20 | MN BENEFITS                | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL       | 127.46     |
|                                     | 11/27/20 | MN BENEFITS                | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL       | 127.46     |
|                                     | 11/27/20 | INSURANCE                  | MUNICIPAL WASTEWAT | O-PURIFY LABORATORY    | 0.01       |
|                                     | 11/27/20 | INSURANCE                  | MUNICIPAL WASTEWAT | GENERAL ADMIN          | 26.38      |
|                                     | 11/27/20 | MN BENEFITS                | ELECTRIC           | NON-DEPARTMENTAL       | 37.22      |
|                                     | 11/27/20 | MN BENEFITS                | ELECTRIC           | NON-DEPARTMENTAL       | 37.22      |
|                                     | 11/27/20 | INSURANCE                  | ELECTRIC           | O-SOURCE SUPER & ENG   | 9.76       |
|                                     | 11/27/20 | INSURANCE                  | ELECTRIC           | O-DISTR SUPER & ENG    | 175.66     |
|                                     | 11/27/20 | INSURANCE                  | ELECTRIC           | M-SOURCE SUPER & ENF   | 9.76       |
|                                     | 11/27/20 | INSURANCE                  | ELECTRIC           | GENERAL ADMIN          | 160.48     |
|                                     | 11/27/20 | INSURANCE                  | STORM WATER MANAGE | STORM DRAINAGE         | 61.63      |
|                                     | 11/27/20 | INSURANCE                  | AIRPORT            | O-GEN MISC             | 25.37_     |
|                                     |          |                            |                    | TOTAL:                 | 1,368.54   |
| MINNESOTA CHILD SUPPORT PAYMENT CTR | 11/27/20 | GARNISHMENT                | GENERAL FUND       | NON-DEPARTMENTAL       | 39.22      |
|                                     | 11/27/20 | SUPPORT ORDER              | GENERAL FUND       | NON-DEPARTMENTAL       | 84.43      |
|                                     | 11/27/20 | SUPPORT ORDER              | STORM WATER MANAGE | NON-DEPARTMENTAL       | 23.39      |

| VENDOR SORT KEY                 | DATE     | DESCRIPTION                                   | FUND                | DEPARTMENT             | AMOUNT_   |
|---------------------------------|----------|---|---------------------|------------------------|-----------|
|                                 | 11/27/20 | SUPPORT ORDER                                 | AIRPORT             | NON-DEPARTMENTAL       | 11.70_    |
|                                 |          |   |                     | TOTAL:                 | 158.74    |
| MINNESOTA ENERGY RESOURCES CORP | 11/27/20 | GAS SERVICE                                   | WATER               | O-DISTR MISC           | 34.63     |
|                                 | 11/27/20 | GAS SERVICE                                   | MUNICIPAL WASTEWAT  | O-SOURCE MAINS & LIFTS | 34.64     |
|                                 | 11/27/20 | GAS SERVICE                                   | ELECTRIC            | O-DISTR MISC           | 34.64_    |
|                                 |          |   |                     | TOTAL:                 | 103.91    |
| MISCELLANEOUS V VALLE PETRA     | 11/27/20 | REFUND OF DEPOSITS-ACCT FI ELECTRIC           |                     | NON-DEPARTMENTAL       | 93.15     |
| VALLE PETRA                     | 11/27/20 | REFUND OF DEPOSITS-ACCT FI ELECTRIC           |                     | ACCTS-RECORDS & COLLEC | 1.56      |
| HEEREN TAMARA                   | 11/27/20 | REFUND OF CREDITS-ACCT FIN GARBAGE COLLECTION |                     | NON-DEPARTMENTAL       | 17.97_    |
|                                 |          |   |                     | TOTAL:                 | 112.68    |
| MOUNTAIN LAKE POLICE DEPARTMENT | 11/27/20 | SAFE & SOBER/CFDA20-608/20 GENERAL FUND       |                     | POLICE ADMINISTRATION  | 2,304.49_ |
|                                 |          |   |                     | TOTAL:                 | 2,304.49  |
| NCPERS GROUP LIFE INS           | 11/27/20 | LIFE INS                                      | GENERAL FUND        | NON-DEPARTMENTAL       | 151.97    |
|                                 | 11/27/20 | LIFE INS                                      | GENERAL FUND        | NON-DEPARTMENTAL       | 153.64    |
|                                 | 11/27/20 | LIFE INS                                      | MEMORIAL AUDITORIUM | NON-DEPARTMENTAL       | 8.00      |
|                                 | 11/27/20 | LIFE INS                                      | MEMORIAL AUDITORIUM | NON-DEPARTMENTAL       | 8.00      |
|                                 | 11/27/20 | LIFE INS                                      | RECREATION          | NON-DEPARTMENTAL       | 20.50     |
|                                 | 11/27/20 | LIFE INS                                      | RECREATION          | NON-DEPARTMENTAL       | 15.06     |
|                                 | 11/27/20 | LIFE INS                                      | ECONOMIC DEV AUTHO  | INVALID DEPARTMENT     | 0.20      |
|                                 | 11/27/20 | LIFE INS                                      | ECONOMIC DEV AUTHO  | INVALID DEPARTMENT     | 0.10      |
|                                 | 11/27/20 | LIFE INS                                      | PIR/TRUNKS          | NON-DEPARTMENTAL       | 3.60      |
|                                 | 11/27/20 | LIFE INS                                      | PIR/TRUNKS          | NON-DEPARTMENTAL       | 3.60      |
|                                 | 11/27/20 | LIFE INS                                      | IMPROVEMENT CONST   | NON-DEPARTMENTAL       | 0.25      |
|                                 | 11/27/20 | LIFE INS                                      | IMPROVEMENT CONST   | NON-DEPARTMENTAL       | 0.20      |
|                                 | 11/27/20 | LIFE INS                                      | WATER               | NON-DEPARTMENTAL       | 28.10     |
|                                 | 11/27/20 | LIFE INS                                      | WATER               | NON-DEPARTMENTAL       | 32.38     |
|                                 | 11/27/20 | LIFE INS                                      | MUNICIPAL WASTEWAT  | NON-DEPARTMENTAL       | 26.16     |
|                                 | 11/27/20 | LIFE INS                                      | MUNICIPAL WASTEWAT  | NON-DEPARTMENTAL       | 25.92     |
|                                 | 11/27/20 | LIFE INS                                      | ELECTRIC            | NON-DEPARTMENTAL       | 36.04     |
|                                 | 11/27/20 | LIFE INS                                      | ELECTRIC            | NON-DEPARTMENTAL       | 35.97     |
|                                 | 11/27/20 | LIFE INS                                      | STORM WATER MANAGE  | NON-DEPARTMENTAL       | 4.78      |
|                                 | 11/27/20 | LIFE INS                                      | STORM WATER MANAGE  | NON-DEPARTMENTAL       | 4.35      |
|                                 | 11/27/20 | LIFE INS                                      | LIQUOR              | NON-DEPARTMENTAL       | 24.00     |
|                                 | 11/27/20 | LIFE INS                                      | LIQUOR              | NON-DEPARTMENTAL       | 24.00     |
|                                 | 11/27/20 | LIFE INS                                      | AIRPORT             | NON-DEPARTMENTAL       | 0.40      |
|                                 | 11/27/20 | LIFE INS                                      | AIRPORT             | NON-DEPARTMENTAL       | 0.78      |
|                                 | 11/27/20 | LIFE INS                                      | DATA PROCESSING     | NON-DEPARTMENTAL       | 16.00     |
|                                 | 11/27/20 | LIFE INS                                      | DATA PROCESSING     | NON-DEPARTMENTAL       | 16.00_    |
|                                 |          |   |                     | TOTAL:                 | 640.00    |
| NOBLES COUNTY SHERIFF           | 11/27/20 | SAFE & SOBER/CFDA20-608/20 GENERAL FUND       |                     | POLICE ADMINISTRATION  | 2,645.61_ |
|                                 |          |   |                     | TOTAL:                 | 2,645.61  |
| ONE OFFICE SOLUTION-WOUTIL      | 11/27/20 | BLUE COPY PAPER                               | WATER               | ADMIN OFFICE SUPPLIES  | 14.62     |
|                                 | 11/27/20 | DATE STAMP, RIBBON                            | WATER               | ACCTS-RECORDS & COLLEC | 12.56     |
|                                 | 11/27/20 | BLUE COPY PAPER                               | MUNICIPAL WASTEWAT  | ADMIN OFFICE SUPPLIES  | 14.61     |
|                                 | 11/27/20 | DATE STAMP, RIBBON                            | MUNICIPAL WASTEWAT  | ACCT-RECORDS & COLLECT | 12.55     |
|                                 | 11/27/20 | BLUE COPY PAPER                               | ELECTRIC            | ADMIN OFFICE SUPPLIES  | 29.23     |
|                                 | 11/27/20 | DATE STAMP, RIBBON                            | ELECTRIC            | ACCTS-RECORDS & COLLEC | 25.12_    |
|                                 |          |   |                     | TOTAL:                 | 108.69    |
| MN PEIP                         | 11/27/20 | HEALTH INS PREMIUM                            | GENERAL FUND        | NON-DEPARTMENTAL       | 7,012.26  |

| VENDOR SORT KEY | DATE     | DESCRIPTION                | FUND                | DEPARTMENT             | AMOUNT_   |
|-----------------|----------|----------------------------|---------------------|------------------------|-----------|
|                 | 11/27/20 | HEALTH INS PREMIUM         | GENERAL FUND        | NON-DEPARTMENTAL       | 7,024.44  |
|                 | 11/27/20 | HEALTH INS NOV FOR DEC     | GENERAL FUND        | NON-DEPARTMENTAL       | 611.16    |
|                 | 11/27/20 | HEALTH INS PREM            | GENERAL FUND        | MAYOR AND COUNCIL      | 322.01    |
|                 | 11/27/20 | HEALTH INS PREM            | GENERAL FUND        | MAYOR AND COUNCIL      | 322.01    |
|                 | 11/27/20 | HEALTH INS PREM            | GENERAL FUND        | ADMINISTRATION         | 752.22    |
|                 | 11/27/20 | HEALTH INS PREM            | GENERAL FUND        | ADMINISTRATION         | 752.22    |
|                 | 11/27/20 | HEALTH INS PREM            | GENERAL FUND        | CLERK'S OFFICE         | 601.10    |
|                 | 11/27/20 | HEALTH INS PREM            | GENERAL FUND        | CLERK'S OFFICE         | 601.10    |
|                 | 11/27/20 | HEALTH INS PREM            | GENERAL FUND        | ACCOUNTING             | 961.76    |
|                 | 11/27/20 | HEALTH INS PREM            | GENERAL FUND        | ACCOUNTING             | 961.76    |
|                 | 11/27/20 | HEALTH INS PREM            | GENERAL FUND        | ENGINEERING ADMIN      | 977.55    |
|                 | 11/27/20 | HEALTH INS PREM            | GENERAL FUND        | ENGINEERING ADMIN      | 1,000.09  |
|                 | 11/27/20 | HEALTH INS PREM            | GENERAL FUND        | ECONOMIC DEVELOPMENT   | 1,342.24  |
|                 | 11/27/20 | HEALTH INS PREM            | GENERAL FUND        | ECONOMIC DEVELOPMENT   | 191.60    |
|                 | 11/27/20 | HEALTH INS PREM            | GENERAL FUND        | ECONOMIC DEVELOPMENT   | 1,296.44  |
|                 | 11/27/20 | HEALTH INS PREM            | GENERAL FUND        | ECONOMIC DEVELOPMENT   | 237.40    |
|                 | 11/27/20 | HEALTH INS PREM            | GENERAL FUND        | POLICE ADMINISTRATION  | 13,870.10 |
|                 | 11/27/20 | HEALTH INS PREM            | GENERAL FUND        | POLICE ADMINISTRATION  | 46.74     |
|                 | 11/27/20 | HEALTH INS PREM            | GENERAL FUND        | POLICE ADMINISTRATION  | 12,720.02 |
|                 | 11/27/20 | HEALTH INS PREM            | GENERAL FUND        | POLICE ADMINISTRATION  | 633.90    |
|                 | 11/27/20 | J BOMGAARS INS NOV FOR DEC | GENERAL FUND        | POLICE ADMINISTRATION  | 1,202.20  |
|                 | 11/27/20 | HEALTH INS PREM            | GENERAL FUND        | SECURITY CENTER        | 2,239.13  |
|                 | 11/27/20 | HEALTH INS PREM            | GENERAL FUND        | SECURITY CENTER        | 2,389.39  |
|                 | 11/27/20 | HEALTH INS PREM            | GENERAL FUND        | SECURITY CENTER        | 150.28    |
|                 | 11/27/20 | HEALTH INS PREM            | GENERAL FUND        | SECURITY CENTER        | 2,389.41  |
|                 | 11/27/20 | HEALTH INS PREM            | GENERAL FUND        | SECURITY CENTER        | 2,389.39  |
|                 | 11/27/20 | HEALTH INS PREM            | GENERAL FUND        | ANIMAL CONTROL ENFORCE | 70.37     |
|                 | 11/27/20 | HEALTH INS PREM            | GENERAL FUND        | ANIMAL CONTROL ENFORCE | 98.51     |
|                 | 11/27/20 | HEALTH INS PREM            | GENERAL FUND        | PAVED STREETS          | 480.88    |
|                 | 11/27/20 | HEALTH INS PREM            | GENERAL FUND        | PUBLIC WORK SHOP       | 60.11     |
|                 | 11/27/20 | HEALTH INS PREM            | GENERAL FUND        | PUBLIC WORK SHOP       | 120.22    |
|                 | 11/27/20 | HEALTH INS PREM            | GENERAL FUND        | ICE AND SNOW REMOVAL   | 285.78    |
|                 | 11/27/20 | HEALTH INS PREM            | GENERAL FUND        | CODE ENFORCEMENT       | 536.73    |
|                 | 11/27/20 | HEALTH INS PREM            | GENERAL FUND        | CODE ENFORCEMENT       | 508.59    |
|                 | 11/27/20 | HEALTH INS PREMIUM         | MEMORIAL AUDITORIUM | NON-DEPARTMENTAL       | 80.50     |
|                 | 11/27/20 | HEALTH INS PREMIUM         | MEMORIAL AUDITORIUM | NON-DEPARTMENTAL       | 80.50     |
|                 | 11/27/20 | HEALTH INS PREM            | MEMORIAL AUDITORIUM | MEMORIAL AUDITORIUM    | 322.01    |
|                 | 11/27/20 | HEALTH INS PREM            | MEMORIAL AUDITORIUM | MEMORIAL AUDITORIUM    | 322.01    |
|                 | 11/27/20 | HEALTH INS PREMIUM         | RECREATION          | NON-DEPARTMENTAL       | 322.37    |
|                 | 11/27/20 | HEALTH INS PREMIUM         | RECREATION          | NON-DEPARTMENTAL       | 225.66    |
|                 | 11/27/20 | HEALTH INS PREM            | RECREATION          | PARK AREAS             | 239.77    |
|                 | 11/27/20 | HEALTH INS PREM            | RECREATION          | PARK AREAS             | 526.55    |
|                 | 11/27/20 | HEALTH INS PREM            | RECREATION          | TREE REMOVAL           | 512.45    |
|                 | 11/27/20 | HEALTH INS PREMIUM         | ECONOMIC DEV AUTHO  | NON-DEPARTMENTAL       | 3.32      |
|                 | 11/27/20 | HEALTH INS PREMIUM         | ECONOMIC DEV AUTHO  | NON-DEPARTMENTAL       | 1.66      |
|                 | 11/27/20 | HEALTH INS PREM            | ECONOMIC DEV AUTHO  | BUSINESS DEVELOPMENT   | 18.81     |
|                 | 11/27/20 | HEALTH INS PREM            | ECONOMIC DEV AUTHO  | BUSINESS DEVELOPMENT   | 9.40      |
|                 | 11/27/20 | HEALTH INS PREMIUM         | PIR/TRUNKS          | NON-DEPARTMENTAL       | 67.62     |
|                 | 11/27/20 | HEALTH INS PREMIUM         | PIR/TRUNKS          | NON-DEPARTMENTAL       | 67.62     |
|                 | 11/27/20 | HEALTH INS PREM            | PIR/TRUNKS          | SP ASSESS-ADMIN ESCROW | 270.50    |
|                 | 11/27/20 | HEALTH INS PREM            | PIR/TRUNKS          | SP ASSESS-ADMIN ESCROW | 270.50    |
|                 | 11/27/20 | HEALTH INS PREMIUM         | IMPROVEMENT CONST   | NON-DEPARTMENTAL       | 4.15      |
|                 | 11/27/20 | HEALTH INS PREMIUM         | IMPROVEMENT CONST   | NON-DEPARTMENTAL       | 3.54      |
|                 | 11/27/20 | HEALTH INS PREM            | IMPROVEMENT CONST   | 2019 HOMEWOOD HILLS ST | 7.51      |
|                 | 11/27/20 | HEALTH INS PREM            | IMPROVEMENT CONST   | OVERLAY PROGRAM        | 14.10     |
|                 | 11/27/20 | HEALTH INS PREM            | IMPROVEMENT CONST   | OVERLAY PROGRAM        | 9.40      |

| VENDOR SORT KEY | DATE     | DESCRIPTION            | FUND               | DEPARTMENT             | AMOUNT_ |
|-----------------|----------|------------------------|--------------------|------------------------|---------|
|                 | 11/27/20 | HEALTH INS PREM        | IMPROVEMENT CONST  | N CRAILSHEIM WATER 20  | 9.40    |
|                 | 11/27/20 | HEALTH INS PREMIUM     | WATER              | NON-DEPARTMENTAL       | 247.38  |
|                 | 11/27/20 | HEALTH INS PREMIUM     | WATER              | NON-DEPARTMENTAL       | 284.08  |
|                 | 11/27/20 | HEALTH INS PREM        | WATER              | O-SOURCE WELLS & SPRNG | 12.36   |
|                 | 11/27/20 | HEALTH INS PREM        | WATER              | O-DISTR SUPER AND ENG  | 601.10  |
|                 | 11/27/20 | HEALTH INS PREM        | WATER              | O-DISTR SUPER AND ENG  | 601.10  |
|                 | 11/27/20 | HEALTH INS PREM        | WATER              | O-DISTR MISC           | 31.13   |
|                 | 11/27/20 | HEALTH INS PREM        | WATER              | O-DISTR MISC           | 91.24   |
|                 | 11/27/20 | HEALTH INS PREM        | WATER              | GENERAL ADMIN          | 90.17   |
|                 | 11/27/20 | HEALTH INS PREM        | WATER              | GENERAL ADMIN          | 82.75   |
|                 | 11/27/20 | HEALTH INS PREM        | WATER              | ADMIN OFFICE SUPPLIES  | 3.09    |
|                 | 11/27/20 | HEALTH INS PREM        | WATER              | ACCTS-METER READING    | 240.44  |
|                 | 11/27/20 | HEALTH INS PREM        | WATER              | ACCTS-METER READING    | 300.55  |
|                 | 11/27/20 | HEALTH INS PREM        | WATER              | ACCTS-RECORDS & COLLEC | 143.50  |
|                 | 11/27/20 | HEALTH INS PREM        | WATER              | ACCTS-RECORDS & COLLEC | 9.02    |
|                 | 11/27/20 | HEALTH INS PREM        | WATER              | ACCTS-RECORDS & COLLEC | 129.98  |
|                 | 11/27/20 | HEALTH INS PREM        | WATER              | ACCTS-RECORDS & COLLEC | 22.54   |
|                 | 11/27/20 | HEALTH INS PREM        | WATER              | PROJECT #11            | 9.40    |
|                 | 11/27/20 | HEALTH INS PREM        | WATER              | PROJECT #11            | 47.01   |
|                 | 11/27/20 | HEALTH INS PREMIUM     | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL       | 114.21  |
|                 | 11/27/20 | HEALTH INS PREMIUM     | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL       | 114.21  |
|                 | 11/27/20 | HEALTH INS NOV FOR DEC | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL       | 129.62  |
|                 | 11/27/20 | HEALTH INS PREM        | MUNICIPAL WASTEWAT | O-SOURCE SUPERVISION   | 49.59   |
|                 | 11/27/20 | HEALTH INS PREM        | MUNICIPAL WASTEWAT | O-SOURCE SUPERVISION   | 130.74  |
|                 | 11/27/20 | HEALTH INS PREM        | MUNICIPAL WASTEWAT | O-SOURCE SUPERVISION   | 180.33  |
|                 | 11/27/20 | HEALTH INS PREM        | MUNICIPAL WASTEWAT | O-PURIFY SUPERVISION   | 115.71  |
|                 | 11/27/20 | HEALTH INS PREM        | MUNICIPAL WASTEWAT | O-PURIFY SUPERVISION   | 305.06  |
|                 | 11/27/20 | HEALTH INS PREM        | MUNICIPAL WASTEWAT | O-PURIFY SUPERVISION   | 420.77  |
|                 | 11/27/20 | HEALTH INS PREM        | MUNICIPAL WASTEWAT | O-PURIFY MISC          | 16.10   |
|                 | 11/27/20 | HEALTH INS PREM        | MUNICIPAL WASTEWAT | O-PURIFY MISC          | 16.10   |
|                 | 11/27/20 | HEALTH INS PREM        | MUNICIPAL WASTEWAT | GENERAL ADMIN          | 72.13   |
|                 | 11/27/20 | HEALTH INS PREM        | MUNICIPAL WASTEWAT | GENERAL ADMIN          | 66.20   |
|                 | 11/27/20 | HEALTH INS PREM        | MUNICIPAL WASTEWAT | ADMIN OFFICE SUPPLIES  | 3.09    |
|                 | 11/27/20 | HEALTH INS PREM        | MUNICIPAL WASTEWAT | ACCT-RECORDS & COLLECT | 118.83  |
|                 | 11/27/20 | HEALTH INS PREM        | MUNICIPAL WASTEWAT | ACCT-RECORDS & COLLECT | 7.21    |
|                 | 11/27/20 | HEALTH INS PREM        | MUNICIPAL WASTEWAT | ACCT-RECORDS & COLLECT | 108.01  |
|                 | 11/27/20 | HEALTH INS PREM        | MUNICIPAL WASTEWAT | ACCT-RECORDS & COLLECT | 18.03   |
|                 | 11/27/20 | HEALTH INS PREM        | MUNICIPAL WASTEWAT | PROJECT #7             | 9.40    |
|                 | 11/27/20 | HEALTH INS PREM        | MUNICIPAL WASTEWAT | PROJECT #7             | 9.41    |
|                 | 11/27/20 | HEALTH INS PREMIUM     | ELECTRIC           | NON-DEPARTMENTAL       | 950.80  |
|                 | 11/27/20 | HEALTH INS PREMIUM     | ELECTRIC           | NON-DEPARTMENTAL       | 920.74  |
|                 | 11/27/20 | HEALTH INS NOV FOR DEC | ELECTRIC           | NON-DEPARTMENTAL       | 300.54  |
|                 | 11/27/20 | HEALTH INS PREM        | ELECTRIC           | O-SOURCE GENERATION    | 45.14   |
|                 | 11/27/20 | HEALTH INS PREM        | ELECTRIC           | O-DISTR SUPER & ENG    | 5.48    |
|                 | 11/27/20 | HEALTH INS PREM        | ELECTRIC           | O-DISTR UNDERGRND LINE | 183.91  |
|                 | 11/27/20 | HEALTH INS PREM        | ELECTRIC           | O-DISTR UNDERGRND LINE | 105.51  |
|                 | 11/27/20 | HEALTH INS PREM        | ELECTRIC           | O-DISTR MISC           | 632.13  |
|                 | 11/27/20 | HEALTH INS PREM        | ELECTRIC           | O-DISTR MISC           | 362.23  |
|                 | 11/27/20 | HEALTH INS PREM        | ELECTRIC           | O-DISTR MISC           | 940.29  |
|                 | 11/27/20 | HEALTH INS PREM        | ELECTRIC           | O-DISTR MISC           | 362.23  |
|                 | 11/27/20 | HEALTH INS PREM        | ELECTRIC           | M-CISTR SUPER & ENG    | 21.92   |
|                 | 11/27/20 | HEALTH INS PREM        | ELECTRIC           | M-CISTR SUPER & ENG    | 41.34   |
|                 | 11/27/20 | HEALTH INS PREM        | ELECTRIC           | M-DISTR STATION EQUIPM | 88.52   |
|                 | 11/27/20 | HEALTH INS PREM        | ELECTRIC           | M-DISTR STATION EQUIPM | 91.20   |
|                 | 11/27/20 | HEALTH INS PREM        | ELECTRIC           | M-DISTR UNDERGRND LINE | 195.05  |
|                 | 11/27/20 | HEALTH INS PREM        | ELECTRIC           | M-DISTR UNDERGRND LINE | 237.76  |

| VENDOR SORT KEY             | DATE     | DESCRIPTION                                   | FUND               | DEPARTMENT             | AMOUNT_   |
|-----------------------------|----------|---|--------------------|------------------------|-----------|
|                             | 11/27/20 | HEALTH INS PREM                               | ELECTRIC           | M-DISTR ST LITE & SIG  | 305.83    |
|                             | 11/27/20 | HEALTH INS PREM                               | ELECTRIC           | M-DISTR ST LITE & SIG  | 146.21    |
|                             | 11/27/20 | HEALTH INS PREM                               | ELECTRIC           | M-DISTR METERS         | 107.85    |
|                             | 11/27/20 | HEALTH INS PREM                               | ELECTRIC           | M-DISTR PLANT MISC     | 261.04    |
|                             | 11/27/20 | HEALTH INS PREM                               | ELECTRIC           | M-DISTR PLANT MISC     | 185.11    |
|                             | 11/27/20 | HEALTH INS PREM                               | ELECTRIC           | GENERAL ADMIN          | 438.80    |
|                             | 11/27/20 | HEALTH INS PREM                               | ELECTRIC           | GENERAL ADMIN          | 402.70    |
|                             | 11/27/20 | HEALTH INS PREM                               | ELECTRIC           | ADMIN OFFICE SUPPLIES  | 30.91     |
|                             | 11/27/20 | HEALTH INS PREM                               | ELECTRIC           | ACCTS-METER READING    | 120.22    |
|                             | 11/27/20 | HEALTH INS PREM                               | ELECTRIC           | ACCTS-METER READING    | 180.33    |
|                             | 11/27/20 | HEALTH INS PREM                               | ELECTRIC           | ACCTS-RECORDS & COLLEC | 632.58    |
|                             | 11/27/20 | HEALTH INS PREM                               | ELECTRIC           | ACCTS-RECORDS & COLLEC | 43.88     |
|                             | 11/27/20 | HEALTH INS PREM                               | ELECTRIC           | ACCTS-RECORDS & COLLEC | 566.76    |
|                             | 11/27/20 | HEALTH INS PREM                               | ELECTRIC           | ACCTS-RECORDS & COLLEC | 109.70    |
|                             | 11/27/20 | HEALTH INS PREM                               | ELECTRIC           | ACCTS-ASSISTANCE       | 161.00    |
|                             | 11/27/20 | HEALTH INS PREM                               | ELECTRIC           | ACCTS-ASSISTANCE       | 161.00    |
|                             | 11/27/20 | HEALTH INS PREM                               | ELECTRIC           | FA DISTR UNDRGRND COND | 867.48    |
|                             | 11/27/20 | HEALTH INS PREM                               | ELECTRIC           | FA DISTR UNDRGRND COND | 412.55    |
|                             | 11/27/20 | HEALTH INS PREM                               | ELECTRIC           | FA DISTR UNDRGRND COND | 197.10    |
|                             | 11/27/20 | HEALTH INS PREM                               | ELECTRIC           | FA DISTR ST LITE & SIG | 59.54     |
|                             | 11/27/20 | HEALTH INS PREM                               | ELECTRIC           | FA DISTR ST LITE & SIG | 146.21    |
|                             | 11/27/20 | HEALTH INS PREMIUM                            | STORM WATER MANAGE | NON-DEPARTMENTAL       | 2.49      |
|                             | 11/27/20 | HEALTH INS PREMIUM                            | STORM WATER MANAGE | NON-DEPARTMENTAL       | 60.11     |
|                             | 11/27/20 | HEALTH INS PREM                               | STORM WATER MANAGE | STORM DRAINAGE         | 180.33    |
|                             | 11/27/20 | HEALTH INS PREM                               | STORM WATER MANAGE | STREET CLEANING        | 60.11     |
|                             | 11/27/20 | HEALTH INS PREM                               | STORM WATER MANAGE | PROJECT #6             | 14.11     |
|                             | 11/27/20 | HEALTH INS PREMIUM                            | LIQUOR             | NON-DEPARTMENTAL       | 402.94    |
|                             | 11/27/20 | HEALTH INS PREMIUM                            | LIQUOR             | NON-DEPARTMENTAL       | 402.04    |
|                             | 11/27/20 | HEALTH INS PREM                               | LIQUOR             | O-GEN MISC             | 1,486.20  |
|                             | 11/27/20 | HEALTH INS PREM                               | LIQUOR             | O-GEN MISC             | 163.74    |
|                             | 11/27/20 | HEALTH INS PREM                               | LIQUOR             | O-GEN MISC             | 1,489.26  |
|                             | 11/27/20 | HEALTH INS PREM                               | LIQUOR             | O-GEN MISC             | 160.68    |
|                             | 11/27/20 | HEALTH INS PREMIUM                            | AIRPORT            | NON-DEPARTMENTAL       | 22.54     |
|                             | 11/27/20 | HEALTH INS PREMIUM                            | AIRPORT            | NON-DEPARTMENTAL       | 45.08     |
|                             | 11/27/20 | HEALTH INS PREM                               | AIRPORT            | O-GEN MISC             | 60.11     |
|                             | 11/27/20 | HEALTH INS PREM                               | AIRPORT            | O-GEN MISC             | 180.33    |
|                             | 11/27/20 | HEALTH INS PREM                               | AIRPORT            | PROJECT #2             | 15.03     |
|                             | 11/27/20 | HEALTH INS PREM                               | AIRPORT            | PROJECT #11            | 15.02     |
|                             | 11/27/20 | HEALTH INS PREMIUM                            | DATA PROCESSING    | NON-DEPARTMENTAL       | 382.48    |
|                             | 11/27/20 | HEALTH INS PREMIUM                            | DATA PROCESSING    | NON-DEPARTMENTAL       | 382.48    |
|                             | 11/27/20 | HEALTH INS PREM                               | DATA PROCESSING    | DATA PROCESSING        | 1,274.12  |
|                             | 11/27/20 | HEALTH INS PREM                               | DATA PROCESSING    | DATA PROCESSING        | 1,274.12  |
|                             | 11/27/20 | J BOMGAARS INS NOV FOR DEC                    | HEALTH INS PLAN (T | NON-DEPARTMENTAL       | 300.54    |
|                             |          |   |                    | TOTAL:                 | 92,895.50 |
| RACOM CORP                  | 11/27/20 | #330 INSTALL LIGHT BAR & R MUNICIPAL WASTEWAT | M-PURIFY EQUIPMENT |                        | 726.27    |
|                             | 11/27/20 | #330 INSTALL LIGHT BAR & R MUNICIPAL WASTEWAT | M-PURIFY EQUIPMENT |                        | 300.00    |
|                             |          |   |                    | TOTAL:                 | 1,026.27  |
| ROCK COUNTY SHERIFFS OFFICE | 11/27/20 | SAEF AND SOBER/CFDA 20-608                    | GENERAL FUND       | POLICE ADMINISTRATION  | 243.54    |
|                             |          |   |                    | TOTAL:                 | 243.54    |
| JOHN R. RUIZ                | 11/27/20 | CARES ACT GRANT                               | WGTN EDA           | BUSINESS DEVELOPMENT   | 7,500.00  |
|                             |          |   |                    | TOTAL:                 | 7,500.00  |
| SCHWALBACH ACE #6067        | 11/27/20 | MISCELLANEOUS TOOLS                           | ELECTRIC           | O-DISTR MISC           | 68.96     |

| VENDOR SORT KEY              | DATE     | DESCRIPTION           | FUND               | DEPARTMENT          | AMOUNT_  |
|------------------------------|----------|-----------------------|--------------------|---------------------|----------|
|                              |          |                       |                    | TOTAL:              | 68.96    |
| SECURE BENEFITS SYSTEMS CORP | 11/27/20 | ADMIN FEE             | GENERAL FUND       | NON-DEPARTMENTAL    | 52.28    |
|                              | 11/27/20 | ADMIN FEE             | GENERAL FUND       | NON-DEPARTMENTAL    | 48.50    |
|                              | 11/27/20 | CHILD CARE            | GENERAL FUND       | NON-DEPARTMENTAL    | 791.65   |
|                              | 11/27/20 | CHILD CARE            | GENERAL FUND       | NON-DEPARTMENTAL    | 791.65   |
|                              | 11/27/20 | UNREIMBURSED MEDICAL  | GENERAL FUND       | NON-DEPARTMENTAL    | 1,288.26 |
|                              | 11/27/20 | UNREIMBURSED MEDICAL  | GENERAL FUND       | NON-DEPARTMENTAL    | 1,313.23 |
|                              | 11/27/20 | MONTHLY ADMIN FEE-NOV | GENERAL FUND       | OTHER GEN GOVT MISC | 20.00    |
|                              | 11/27/20 | ADMIN FEE             | RECREATION         | NON-DEPARTMENTAL    | 5.07     |
|                              | 11/27/20 | ADMIN FEE             | RECREATION         | NON-DEPARTMENTAL    | 3.04     |
|                              | 11/27/20 | UNREIMBURSED MEDICAL  | RECREATION         | NON-DEPARTMENTAL    | 156.27   |
|                              | 11/27/20 | UNREIMBURSED MEDICAL  | RECREATION         | NON-DEPARTMENTAL    | 99.87    |
|                              | 11/27/20 | ADMIN FEE             | ECONOMIC DEV AUTHO | NON-DEPARTMENTAL    | 0.06     |
|                              | 11/27/20 | ADMIN FEE             | ECONOMIC DEV AUTHO | NON-DEPARTMENTAL    | 0.03     |
|                              | 11/27/20 | UNREIMBURSED MEDICAL  | ECONOMIC DEV AUTHO | NON-DEPARTMENTAL    | 2.60     |
|                              | 11/27/20 | UNREIMBURSED MEDICAL  | ECONOMIC DEV AUTHO | NON-DEPARTMENTAL    | 1.30     |
|                              | 11/27/20 | ADMIN FEE             | IMPROVEMENT CONST  | NON-DEPARTMENTAL    | 0.07     |
|                              | 11/27/20 | ADMIN FEE             | IMPROVEMENT CONST  | NON-DEPARTMENTAL    | 0.16     |
|                              | 11/27/20 | UNREIMBURSED MEDICAL  | IMPROVEMENT CONST  | NON-DEPARTMENTAL    | 3.26     |
|                              | 11/27/20 | UNREIMBURSED MEDICAL  | IMPROVEMENT CONST  | NON-DEPARTMENTAL    | 2.53     |
|                              | 11/27/20 | ADMIN FEE             | WATER              | NON-DEPARTMENTAL    | 4.83     |
|                              | 11/27/20 | ADMIN FEE             | WATER              | NON-DEPARTMENTAL    | 4.90     |
|                              | 11/27/20 | CHILD CARE            | WATER              | NON-DEPARTMENTAL    | 208.33   |
|                              | 11/27/20 | CHILD CARE            | WATER              | NON-DEPARTMENTAL    | 208.33   |
|                              | 11/27/20 | UNREIMBURSED MEDICAL  | WATER              | NON-DEPARTMENTAL    | 517.56   |
|                              | 11/27/20 | UNREIMBURSED MEDICAL  | WATER              | NON-DEPARTMENTAL    | 522.38   |
|                              | 11/27/20 | ADMIN FEE             | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL    | 13.78    |
|                              | 11/27/20 | ADMIN FEE             | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL    | 13.78    |
|                              | 11/27/20 | CHILD CARE            | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL    | 350.00   |
|                              | 11/27/20 | CHILD CARE            | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL    | 350.00   |
|                              | 11/27/20 | UNREIMBURSED MEDICAL  | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL    | 256.75   |
|                              | 11/27/20 | UNREIMBURSED MEDICAL  | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL    | 256.75   |
|                              | 11/27/20 | ADMIN FEE             | ELECTRIC           | NON-DEPARTMENTAL    | 6.24     |
|                              | 11/27/20 | ADMIN FEE             | ELECTRIC           | NON-DEPARTMENTAL    | 6.24     |
|                              | 11/27/20 | CHILD CARE            | ELECTRIC           | NON-DEPARTMENTAL    | 320.83   |
|                              | 11/27/20 | CHILD CARE            | ELECTRIC           | NON-DEPARTMENTAL    | 320.83   |
|                              | 11/27/20 | UNREIMBURSED MEDICAL  | ELECTRIC           | NON-DEPARTMENTAL    | 101.56   |
|                              | 11/27/20 | UNREIMBURSED MEDICAL  | ELECTRIC           | NON-DEPARTMENTAL    | 101.57   |
|                              | 11/27/20 | ADMIN FEE             | STORM WATER MANAGE | NON-DEPARTMENTAL    | 0.92     |
|                              | 11/27/20 | ADMIN FEE             | STORM WATER MANAGE | NON-DEPARTMENTAL    | 1.66     |
|                              | 11/27/20 | UNREIMBURSED MEDICAL  | STORM WATER MANAGE | NON-DEPARTMENTAL    | 1.95     |
|                              | 11/27/20 | UNREIMBURSED MEDICAL  | STORM WATER MANAGE | NON-DEPARTMENTAL    | 20.39    |
|                              | 11/27/20 | ADMIN FEE             | LIQUOR             | NON-DEPARTMENTAL    | 4.50     |
|                              | 11/27/20 | ADMIN FEE             | LIQUOR             | NON-DEPARTMENTAL    | 4.50     |
|                              | 11/27/20 | UNREIMBURSED MEDICAL  | LIQUOR             | NON-DEPARTMENTAL    | 129.16   |
|                              | 11/27/20 | UNREIMBURSED MEDICAL  | LIQUOR             | NON-DEPARTMENTAL    | 129.16   |
|                              | 11/27/20 | ADMIN FEE             | AIRPORT            | NON-DEPARTMENTAL    | 0.44     |
|                              | 11/27/20 | UNREIMBURSED MEDICAL  | AIRPORT            | NON-DEPARTMENTAL    | 10.19    |
|                              | 11/27/20 | ADMIN FEE             | DATA PROCESSING    | NON-DEPARTMENTAL    | 2.25     |
|                              | 11/27/20 | ADMIN FEE             | DATA PROCESSING    | NON-DEPARTMENTAL    | 2.25     |
|                              | 11/27/20 | UNREIMBURSED MEDICAL  | DATA PROCESSING    | NON-DEPARTMENTAL    | 100.00   |
|                              | 11/27/20 | UNREIMBURSED MEDICAL  | DATA PROCESSING    | NON-DEPARTMENTAL    | 100.00_  |
|                              |          |                       |                    | TOTAL:              | 8,651.86 |
| STUART C IRBY CO             | 11/27/20 | TOOL BATTERIES        | ELECTRIC           | O-DISTR MISC        | 420.00   |



| VENDOR SORT KEY             | DATE     | DESCRIPTION                        | FUND                 | DEPARTMENT             | AMOUNT_   |
|-----------------------------|----------|------------------------------------|----------------------|------------------------|-----------|
|                             |          |                                    |                      | TOTAL:                 | 420.00    |
| VIVIAL INC.                 | 11/27/20 | FRONTIER DIRECTORY AD              | GENERAL FUND         | ADMINISTRATION         | 122.80    |
|                             | 11/27/20 | FRONTIER DIRECTORY AD              | ELECTRIC             | ACCTS-RECORDS & COLLEC | 166.45_   |
|                             |          |                                    |                      | TOTAL:                 | 289.25    |
| WAL MART BUSINESS/SYNCH     | 11/27/20 | RUBBERBANDS                        | GENERAL FUND         | CODE ENFORCEMENT       | 5.30      |
|                             | 11/27/20 | OLSON RESTROOM TP                  | RECREATION           | OLSON PARK CAMPGROUND  | 119.76_   |
|                             |          |                                    |                      | TOTAL:                 | 125.06    |
| WORTHINGTON AREA UNITED WAY | 11/27/20 | PAYROLL WITHHOLDING                | GENERAL FUND         | NON-DEPARTMENTAL       | 19.00     |
|                             | 11/27/20 | PAYROLL WITHHOLDING                | GENERAL FUND         | NON-DEPARTMENTAL       | 19.00     |
|                             | 11/27/20 | PAYROLL WITHHOLDING                | MEMORIAL AUDITORIUM  | NON-DEPARTMENTAL       | 5.00      |
|                             | 11/27/20 | PAYROLL WITHHOLDING                | MEMORIAL AUDITORIUM  | NON-DEPARTMENTAL       | 5.00      |
|                             | 11/27/20 | PAYROLL WITHHOLDING                | WATER                | NON-DEPARTMENTAL       | 0.75      |
|                             | 11/27/20 | PAYROLL WITHHOLDING                | WATER                | NON-DEPARTMENTAL       | 0.75      |
|                             | 11/27/20 | PAYROLL WITHHOLDING                | MUNICIPAL WASTEWATER | NON-DEPARTMENTAL       | 0.60      |
|                             | 11/27/20 | PAYROLL WITHHOLDING                | MUNICIPAL WASTEWATER | NON-DEPARTMENTAL       | 0.60      |
|                             | 11/27/20 | PAYROLL WITHHOLDING                | ELECTRIC             | NON-DEPARTMENTAL       | 3.65      |
|                             | 11/27/20 | PAYROLL WITHHOLDING                | ELECTRIC             | NON-DEPARTMENTAL       | 3.65_     |
|                             |          |                                    |                      | TOTAL:                 | 58.00     |
| WORTHINGTON ELECTRIC INC    | 11/27/20 | MOVING METER OUTSIDE-1525          | ELECTRIC             | M-DISTR METERS         | 491.89_   |
|                             |          |                                    |                      | TOTAL:                 | 491.89    |
| WSB & ASSOCIATES INC        | 11/27/20 | BIOLOGICAL FEASIBILITY STUDY WATER |                      | O-PURIFY MISC          | 1,240.75_ |
|                             |          |                                    |                      | TOTAL:                 | 1,240.75  |

## ===== FUND TOTALS =====

|     |                        |           |
|-----|------------------------|-----------|
| 101 | GENERAL FUND           | 86,742.78 |
| 202 | MEMORIAL AUDITORIUM    | 1,042.31  |
| 229 | RECREATION             | 2,455.32  |
| 231 | ECONOMIC DEV AUTHORITY | 160.01    |
| 232 | WGTN EDA               | 7,500.00  |
| 321 | PIR/TRUNKS             | 683.44    |
| 401 | IMPROVEMENT CONST      | 62.55     |
| 601 | WATER                  | 7,604.04  |
| 602 | MUNICIPAL WASTEWATER   | 5,285.07  |
| 604 | ELECTRIC               | 25,657.77 |
| 606 | STORM WATER MANAGEMENT | 491.89    |
| 609 | LIQUOR                 | 4,651.52  |
| 612 | AIRPORT                | 492.72    |
| 702 | DATA PROCESSING        | 3,706.98  |
| 705 | HEALTH INS PLAN (TPA)  | 300.54    |
| 873 | GARBAGE COLLECTION     | 17.97     |

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GRAND TOTAL: 146,854.91

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PACKET: 03761 PAYROLL 11/27/20 - 9  
VENDOR SET: 01 CITY OF WORTHINGTON \*\*\* DRAFT/OTHER LISTING \*\*\*  
BANK: 1 WELLS FARGO-CITY

| VENDOR | I.D. | NAME                             | ITEM<br>TYPE | PAID<br>DATE | DISCOUNT | AMOUNT | ITEM<br>NO# | ITEM<br>AMOUNT |
|--------|------|----------------------------------|--------------|--------------|----------|--------|-------------|----------------|
| D00173 |      | DEFERRED COMP- MINNESOTA STATE   | D            | 12/02/2020   |          |        | 001307      | 7,379.97       |
| E00088 |      | EFTPS                            | D            | 12/02/2020   |          |        | 001308      | 54,455.90      |
| M00309 |      | MINNESOTA STATE RETIREMENT SYSTD | 12/02/2020   |              |          |        | 001309      | 2,195.00       |
| O00021 |      | OPTUM HEALTH FINANCIAL           | D            | 12/02/2020   |          |        | 001310      | 4,835.64       |
| P00039 |      | PUBLIC EMPLOYEES RETIREMENT ASSD | 12/02/2020   |              |          |        | 001311      | 49,412.70      |
| S00202 |      | STATE OF MINNESOTA DEPT OF REVED | 12/02/2020   |              |          |        | 001312      | 11,047.16      |

|                             |     |           |            |               |
|-----------------------------|-----|-----------|------------|---------------|
| * * B A N K T O T A L S * * | NO# | DISCOUNTS | CHECK AMT  | TOTAL APPLIED |
| REGULAR CHECKS:             | 0   | 0.00      | 0.00       | 0.00          |
| HANDWRITTEN CHECKS:         | 0   | 0.00      | 0.00       | 0.00          |
| PRE-WRITE CHECKS:           | 0   | 0.00      | 0.00       | 0.00          |
| DRAFTS:                     | 6   | 0.00      | 129,326.37 | 129,326.37    |
| VOID CHECKS:                | 0   | 0.00      | 0.00       | 0.00          |
| NON CHECKS:                 | 0   | 0.00      | 0.00       | 0.00          |
| CORRECTIONS:                | 0   | 0.00      | 0.00       | 0.00          |
| BANK TOTALS:                | 6   | 0.00      | 129,326.37 | 129,326.37    |

PACKET: 03757 LINCOLN FINANCIAL DUE 12/

VENDOR SET: 01 CITY OF WORTHINGTON

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

BANK: 1 WELLS FARGO-CITY

| VENDOR | I.D. | NAME                    | ITEM<br>TYPE | PAID<br>DATE | DISCOUNT | AMOUNT | ITEM<br>NO# | ITEM<br>AMOUNT |
|--------|------|-------------------------|--------------|--------------|----------|--------|-------------|----------------|
| J00036 |      | LINCOLN FINANCIAL GROUP |              | D 12/01/2020 |          |        | 001316      | 4,024.41       |

| * * B A N K T O T A L S * * | NO# | DISCOUNTS | CHECK AMT | TOTAL APPLIED |
|-----------------------------|-----|-----------|-----------|---------------|
| REGULAR CHECKS:             | 0   | 0.00      | 0.00      | 0.00          |
| HANDWRITTEN CHECKS:         | 0   | 0.00      | 0.00      | 0.00          |
| PRE-WRITE CHECKS:           | 0   | 0.00      | 0.00      | 0.00          |
| DRAFTS:                     | 1   | 0.00      | 4,024.41  | 4,024.41      |
| 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:                | 1   | 0.00      | 4,024.41  | 4,024.41      |

| VENDOR SORT KEY                  | DATE     | DESCRIPTION                | FUND               | DEPARTMENT             | AMOUNT_     |
|----------------------------------|----------|----------------------------|--------------------|------------------------|-------------|
| A & B BUSINESS SOLUTIONS         | 12/04/20 | SERVICE CONTRACT RICOH/MPC | GENERAL FUND       | ENGINEERING ADMIN      | 64.02       |
|                                  | 12/04/20 | SERVICE CONTRACT RICOH/MPC | GENERAL FUND       | ECONOMIC DEVELOPMENT   | 64.03_      |
|                                  |          |                            |                    | TOTAL:                 | 128.05      |
| BAHRS SMALL ENGINE               | 12/04/20 | BLOWER                     | RECREATION         | PARK AREAS             | 249.95      |
|                                  | 12/04/20 | CHAIN SHARPENING           | RECREATION         | TREE REMOVAL           | 156.00      |
|                                  | 12/04/20 | CHAIN SHARPENING           | RECREATION         | TREE REMOVAL           | 68.00       |
|                                  | 12/04/20 | CHAINS                     | RECREATION         | TREE REMOVAL           | 1,305.00    |
|                                  | 12/04/20 | CHAINS                     | RECREATION         | TREE REMOVAL           | 234.75_     |
|                                  |          |                            |                    | TOTAL:                 | 2,013.70    |
| CITY OF CHARLESTON               | 12/04/20 | NEW AERIAL FIRE TRUCK      | GENERAL FUND       | FIRE ADMINISTRATION    | 418,500.00_ |
|                                  |          |                            |                    | TOTAL:                 | 418,500.00  |
| DGR ENGINEERING                  | 12/04/20 | JBS EXPANSION PLANNING     | ELECTRIC           | O-DISTR STATION EXPENS | 4,044.00    |
|                                  | 12/04/20 | SUBSTATION 3 PLANNING      | ELECTRIC           | FA DISTR STATION EQUIP | 105.00_     |
|                                  |          |                            |                    | TOTAL:                 | 4,149.00    |
| ESRI INC                         | 12/04/20 | ESRI SOFTWARE MAINT.-PREPA | WATER              | NON-DEPARTMENTAL       | 1,363.50    |
|                                  | 12/04/20 | ESRI SOFTWARE MAINT.-PREPA | ELECTRIC           | NON-DEPARTMENTAL       | 1,363.50_   |
|                                  |          |                            |                    | TOTAL:                 | 2,727.00    |
| HY-VEE INC-61705                 | 12/04/20 | RETURNS                    | LIQUOR             | O-GEN MISC             | 14.69-      |
|                                  | 12/04/20 | EMPLOYEE RECOGNITION       | LIQUOR             | O-GEN MISC             | 29.61       |
|                                  | 12/04/20 | RETURNS                    | LIQUOR             | O-GEN MISC             | 28.20-      |
|                                  | 12/04/20 | FORKLIFT GAS               | LIQUOR             | O-GEN MISC             | 24.48_      |
|                                  |          |                            |                    | TOTAL:                 | 11.20       |
| INFRARED SERVICES                | 12/04/20 | BEDFORD TECH               | ELECTRIC           | CUSTOMER INSTALL EXPEN | 1,511.00    |
|                                  | 12/04/20 | JBS                        | ELECTRIC           | CUSTOMER INSTALL EXPEN | 2,967.50_   |
|                                  |          |                            |                    | TOTAL:                 | 4,478.50    |
| MCCCLURE PLUMBING                | 12/04/20 | BLOW OUT BATHROOMS         | RECREATION         | SWIMMING BEACHES       | 75.00_      |
|                                  |          |                            |                    | TOTAL:                 | 75.00       |
| MEDIACOM                         | 12/04/20 | PHONE/INTERNET SERVICE     | GENERAL FUND       | PAVED STREETS          | 132.83      |
|                                  | 12/04/20 | PHONE/INTERNET SERVICE     | RECREATION         | PARK AREAS             | 132.82_     |
|                                  |          |                            |                    | TOTAL:                 | 265.65      |
| MISCELLANEOUS V KARL PATRICIA    | 12/04/20 | CUSTOMER REBATE            | ELECTRIC           | CUSTOMER INSTALL EXPEN | 25.00_      |
|                                  |          |                            |                    | TOTAL:                 | 25.00       |
| MORRIS ELECTRONICS INC           | 12/04/20 | TECHNICAL SUPPORT          | WATER              | ADMIN OFFICE SUPPLIES  | 15.00       |
|                                  | 12/04/20 | TECHNICAL SUPPORT          | MUNICIPAL WASTEWAT | ADMIN OFFICE SUPPLIES  | 15.00       |
|                                  | 12/04/20 | TECHNICAL SUPPORT          | ELECTRIC           | ADMIN OFFICE SUPPLIES  | 30.00_      |
|                                  |          |                            |                    | TOTAL:                 | 60.00       |
| MPCA                             | 12/04/20 | FIELD HOUSE RENOVATION     | RECREATION         | FIELD HOUSE            | 625.00_     |
|                                  |          |                            |                    | TOTAL:                 | 625.00      |
| ONE OFFICE SOLUTION-WOUTIL       | 12/04/20 | MULTI FOLD TOWELS          | WATER              | ACCTS-RECORDS & COLLEC | 7.00        |
|                                  | 12/04/20 | MULTI FOLD TOWELS          | MUNICIPAL WASTEWAT | ACCT-RECORDS & COLLECT | 6.99        |
|                                  | 12/04/20 | MULTI FOLD TOWELS          | ELECTRIC           | ACCTS-RECORDS & COLLEC | 13.99_      |
|                                  |          |                            |                    | TOTAL:                 | 27.98       |
| RESERVE ACCOUNT-ACCOUNT#30233498 | 12/04/20 | POSTAGE BY PHONE           | WATER              | ADMIN OFFICE SUPPLIES  | 150.00      |

| VENDOR SORT KEY            | DATE     | DESCRIPTION             | FUND                | DEPARTMENT             | AMOUNT_   |
|----------------------------|----------|-------------------------|---------------------|------------------------|-----------|
|                            | 12/04/20 | POSTAGE BY PHONE        | WATER               | ACCTS-RECORDS & COLLEC | 1,350.00  |
|                            | 12/04/20 | POSTAGE BY PHONE        | MUNICIPAL WASTEWAT  | ADMIN OFFICE SUPPLIES  | 150.00    |
|                            | 12/04/20 | POSTAGE BY PHONE        | MUNICIPAL WASTEWAT  | ACCT-RECORDS & COLLECT | 1,350.00  |
|                            | 12/04/20 | POSTAGE BY PHONE        | ELECTRIC            | ADMIN OFFICE SUPPLIES  | 300.00    |
|                            | 12/04/20 | POSTAGE BY PHONE        | ELECTRIC            | ACCTS-RECORDS & COLLEC | 2,700.00_ |
|                            |          |                         |                     | TOTAL:                 | 6,000.00  |
| TRACTOR SUPPLY CREDIT PLAN | 12/04/20 | #409 PLOW LIGHTS        | GENERAL FUND        | ICE AND SNOW REMOVAL   | 77.92     |
|                            | 12/04/20 | #409 PLOW LIGHTS        | GENERAL FUND        | ICE AND SNOW REMOVAL   | 59.98_    |
|                            |          |                         |                     | TOTAL:                 | 137.90    |
| US POSTAL SERVICE          | 12/04/20 | FIRST-CLASS PRESORT FEE | ELECTRIC            | ACCTS-RECORDS & COLLEC | 240.00_   |
|                            |          |                         |                     | TOTAL:                 | 240.00    |
| VERIZON WIRELESS           | 12/04/20 | WIRELESS SERVICE        | GENERAL FUND        | MAYOR AND COUNCIL      | 42.43     |
|                            | 12/04/20 | WIRELESS SERVICE        | GENERAL FUND        | ADMINISTRATION         | 49.58     |
|                            | 12/04/20 | WIRELESS SERVICE        | GENERAL FUND        | ENGINEERING ADMIN      | 92.44     |
|                            | 12/04/20 | WIRELESS SERVICE        | GENERAL FUND        | ECONOMIC DEVELOPMENT   | 32.55     |
|                            | 12/04/20 | WIRELESS SERVICE        | GENERAL FUND        | POLICE ADMINISTRATION  | 632.49    |
|                            | 12/04/20 | WIRELESS SERVICE        | GENERAL FUND        | POLICE ADMINISTRATION  | 595.31    |
|                            | 12/04/20 | WIRELESS SERVICE        | GENERAL FUND        | SECURITY CENTER        | 62.53     |
|                            | 12/04/20 | WIRELESS SERVICE        | GENERAL FUND        | SECURITY CENTER        | 62.54     |
|                            | 12/04/20 | WIRELESS SERVICE        | GENERAL FUND        | ANIMAL CONTROL ENFORCE | 41.69     |
|                            | 12/04/20 | WIRELESS SERVICE        | GENERAL FUND        | ANIMAL CONTROL ENFORCE | 35.01     |
|                            | 12/04/20 | WIRELESS SERVICE        | GENERAL FUND        | PAVED STREETS          | 36.22     |
|                            | 12/04/20 | WIRELESS SERVICE        | GENERAL FUND        | PAVED STREETS          | 99.16     |
|                            | 12/04/20 | WIRELESS SERVICE        | GENERAL FUND        | CODE ENFORCEMENT       | 41.69     |
|                            | 12/04/20 | WIRELESS SERVICE        | GENERAL FUND        | CODE ENFORCEMENT       | 35.03     |
|                            | 12/04/20 | WIRELESS SERVICE        | MEMORIAL AUDITORIUM | MEMORIAL AUDITORIUM    | 32.43     |
|                            | 12/04/20 | WIRELESS SERVICE        | RECREATION          | PARK AREAS             | 49.58     |
|                            | 12/04/20 | WIRELESS SERVICE        | RECREATION          | PARK AREAS             | 37.43     |
|                            | 12/04/20 | WIRELESS SERVICE        | RECREATION          | OLSON PARK CAMPGROUND  | 56.43_    |
|                            |          |                         |                     | TOTAL:                 | 2,034.54  |

## ===== FUND TOTALS =====

|     |                      |            |
|-----|----------------------|------------|
| 101 | GENERAL FUND         | 420,757.45 |
| 202 | MEMORIAL AUDITORIUM  | 32.43      |
| 229 | RECREATION           | 2,989.96   |
| 601 | WATER                | 2,885.50   |
| 602 | MUNICIPAL WASTEWATER | 1,521.99   |
| 604 | ELECTRIC             | 13,299.99  |
| 609 | LIQUOR               | 11.20      |

|              |  |            |
|--------------|--|------------|
| GRAND TOTAL: |  | 441,498.52 |
|--------------|--|------------|