

WORTHINGTON CITY COUNCIL
SPECIAL MEETING

12:00 P.M. - Friday, September 3, 2021
City Hall Council Chambers

A. CALL TO ORDER

B. CITY COUNCIL BUSINESS - CONSENT AGENDA

1. Application for Temporary On-Sale Liquor License - Nobles county Fair Association/Worthington Speedway

C. CITY COUNCIL BUSINESS - ADMINISTRATION

1. Resolution to Accept Minnesota Public Facilities Authority Taxable General Obligation Wastewater Revenue Note for Improvements to the Municipal Wastewater Treatment Facility
2. Consideration and Approval of Field House and Recreation Center Monument Sign Proposal
3. Consideration and Approval of Field House and Recreation Center Digital Display

D. ADJOURNMENT

ADMINISTRATION MEMO

DATE: SEPTEMBER 3, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

CONSENT AGENDA CASE ITEM

1. APPLICATION FOR TEMPORARY ON-SALE LIQUOR LICENSE - NOBLES COUNTY FAIR ASSOCIATION/WORTHINGTON SPEEDWAY

The Nobles County Fair Association/Worthington Speedway has submitted the following application for a One Day Temporary On-Sale Liquor License for a Special King Turkey Day Race at the Nobles County Fairgrounds Grand Stand on Sunday, September 19, 2021 from 4:00 p.m. - 11:00 p.m.

The application is included as *Exhibit 1*. All of the required paperwork, fees, and insurance certificate naming the City of Worthington as additional insured have been received.

Council action is requested on the application for Temporary On-Sale Liquor License submitted by the Nobles County Fair Association/Worthington Speedway.

CASE ITEMS

1. RESOLUTION TO ACCEPT MINNESOTA PUBLIC FACILITIES AUTHORITY TAXABLE GENERAL OBLIGATION WASTEWATER REVENUE NOTE FOR IMPROVEMENTS TO THE MUNICIPAL WASTEWATER TREATMENT FACILITY

The City of Worthington and Worthington Public Utilities (WPU) were notified that their application for financing improvements to the municipal wastewater treatment facility was approved by the Minnesota Public Facilities Authority (PFA). Worthington was awarded a Clean Water State Revolving Fund Loan in the amount of \$30,322,821. The loan has a 20-year term at 1.000% interest. The loan will be repaid with WPU municipal wastewater fund reserves and user rates.

In accordance with Minnesota Statutes, the Water and Light Commission has delegated to the City Council the authority to establish the terms of its notes in order to finance the cost of improvements to its wastewater treatment system. Be advised that while repayment of the

loan will be with wastewater funds, the full faith and credit and taxing powers of the City shall be pledged for the prompt and full payment of the principal of and interest on the Note, and the City covenants and agrees that it will make good any deficiency from the general fund of the City.

Attached as **Exhibit 2** is a resolution accepting the Clean Water State Revolving Fund taxable general obligation wastewater revenue note; authorizing the issuance and sale, fixing the form and details and providing security.

Scott Hain, Worthington Public Utilities General Manager, is here to offer additional information and answer questions that Council may have.

Council action is requested to adopt the resolution and authorize execution by the Mayor and Clerk.

2. **CONSIDERATION AND APPROVAL OF FIELD HOUSE AND RECREATION CENTER MONUMENT SIGN PROPOSAL**

Staff requested a quote from Harvey Sign Service of Worthington for proposed signage at the new JBS Field House and Recreation Center. The proposed sign is a double-sided, illuminated cabinet monument that will be placed on the Second Avenue side of the project site. The sign will be supported by a pair of structural steel columns. Landscaping around the sign is by others. The cost for the monument sign and support columns is \$50,697.00. The proposal and sign concept are included as **Exhibit 3**.

Council action is requested.

3. **CONSIDERATION AND APPROVAL OF FIELD HOUSE AND RECREATION CENTER DIGITAL DISPLAY**

Staff requested a quote from Harvey Sign Service of Worthington for proposed digital display signage at the new JBS Field House and Recreation Center. The proposed digital sign is a two-sided, 10 mm high definition display and would be integrated in the above noted cabinet monument sign. The digital display enables field house staff to advertise activities, building schedule and promote Chamber of Commerce and civic events. The cost of the digital display is \$48,370.00, included as **Exhibit 4**.

Council action is requested contingent on approval the prior case item.



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 222, St. Paul, MN 55101
651-201-7500 Fax 651-297-5259 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization		Date organized	Tax exempt number
Nobles County Fairboard / Worthington Speed		8-31-2021	
Address	City	State	Zip Code
P.O. Box 942	Worthington	MN	56187
Name of person making application		Business phone	Home phone
Corey Gronewold - president		360 2247	360 2247
Date(s) of event	Type of organization		
September 19th 2021	<input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit		
Organization officer's name	City	State	Zip Code
Corey Gronewold - President	Worthington	MN	56187
Organization officer's name	City	State	Zip Code
		MN	
Organization officer's name	City	State	Zip Code
		MN	
Organization officer's name	City	State	Zip Code
		MN	

Location where permit will be used. If an outdoor area, describe.

1600 Stower dr, Worthington MN.
Worthington Speedway

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

Nickel & Associates

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license	Date Approved
150.00	
Fee Amount	Permit Date
8/31/2021	
Date Fee Paid	City or County E-mail Address
	City or County Phone Number

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US

CERTIFICATION OF MINUTES RELATING TO
\$30,322,821 TAXABLE GENERAL OBLIGATION WASTEWATER REVENUE NOTE,
SERIES 2021

Issuer: City of Worthington, Minnesota

Governing Body: City Council

Kind, date, time and place of meeting: A special meeting held Friday, September 3, 2021, at 12:00 p.m., at the City Hall in Worthington, Minnesota.

Members present:

Members absent:

Documents Attached:

Minutes of said meeting (including):

RESOLUTION NO. _____

RESOLUTION RELATING TO \$30,322,821 TAXABLE GENERAL
OBLIGATION WASTEWATER REVENUE NOTE, SERIES 2021;
AUTHORIZING THE ISSUANCE AND SALE, FIXING THE FORM AND
DETAILS THEREOF AND PROVIDING FOR THE SECURITY THEREFOR

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

WITNESS my hand officially as such recording officer this ____ day of September, 2021.

City Clerk

RESOLUTION NO. _____

RESOLUTION RELATING TO \$30,322,821 TAXABLE GENERAL
OBLIGATION WASTEWATER REVENUE NOTE, SERIES 2021;
AUTHORIZING THE ISSUANCE AND SALE, FIXING THE FORM AND
DETAILS THEREOF AND PROVIDING FOR THE SECURITY THEREFOR

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

Section 1. Authorization and Recitals.

1.01. Delegation of Authority. Pursuant to resolution adopted on the date hereof, the City’s Water and Light Commission (the “Commission”) has delegated to the Council the authority to, pursuant to Minnesota Statutes, Section 444.075, as amended, and Chapter 475, issue, sell, secure and establish the terms of its general obligation bonds or notes in order to finance the cost of improvements to its wastewater treatment system (the “System”). The City is proposing to undertake improvements to the System consisting of replacing the trickling filter treatment train with activated sludge, rehab biosolids treatment and storage components, all as detailed in the Minnesota Pollution Control Agency project certification dated June 29, 2021 (the “Project”). The estimated cost of the Project is \$30,322,821.

1.02. PFA Loan. The Minnesota Public Facilities Authority (the “PFA”) has agreed, subject to certain terms and conditions contained in a Bond Purchase and Project Loan Agreement dated August 5, 2021, entered into between the City and PFA (the “Loan Agreement”), to lend the City \$30,322,821 in order to finance the cost of the Project (the “PFA Loan”). This Council hereby accepts such offer and agrees to issue its Taxable General Obligation Wastewater Revenue Note, Series 2021 (the “Note”), to the PFA evidencing such loan. The proceeds from the Note will be disbursed to the City from the PFA on a cost reimbursement basis consistent with a budget presented to the PFA in connection with the application for financing and in accordance with state law applicable to the PFA Loan. If (i) as a result of action by the City or PFA, the entire principal amount is not to be disbursed for such reimbursement or (ii) the entire principal amount is not fully disbursed by the date specified in the Loan Agreement, and an extension is not granted pursuant to the Loan Agreement, the undisbursed balance shall be applied to principal payments on the PFA Loan on a pro rata basis or as otherwise determined by the PFA. The City hereby pledges to use all money disbursed for the Project exclusively for the Project, and to pay any additional amount by which the cost of the Project exceeds such disbursements by an appropriation to the construction account described in Section 4.01 hereof of additional money or proceeds of additional bonds or notes to be issued by the City.

1.03 PFA Bond Tax Exemption. The Loan Agreement requires that the City take the actions required and within its power to assure the tax-exemption of the bonds issued by the PFA (the “PFA Bonds”).

1.04. Sale. The offer of the PFA to lend the City funds in the aggregate amount of \$30,322,821, as described in Section 1.02 above, is reasonable and advantageous to the City and is hereby accepted. The Loan Agreement is hereby approved in substantially the form presented

to the Council, and is hereby incorporated by reference and made a part of this Resolution. Each and all of the provisions of this Resolution relating to the Note are intended to be consistent with the provisions of the Loan Agreement, and to the extent that any provision in the Loan Agreement is in conflict with this Resolution as it relates to the Note, that provision shall control and this Resolution shall be deemed accordingly modified. The Mayor and City Clerk are hereby authorized and directed to execute the Loan Agreement. The execution of the Loan Agreement by the appropriate officers shall be conclusive evidence of the approval of the Loan Agreement in accordance with the terms hereof. The Loan Agreement may be attached to the Note, and shall be attached to the Note if the holder of the Note is any person other than the PFA. The PFA has represented to the City that it is a duly organized agency of the State of Minnesota, and the City is authorized under Minnesota Statutes, Section 475.60, Subdivision 2(4), to sell its obligations at private sale to an agency of the State of Minnesota.

1.05. Recitals. All acts, conditions, and things which are required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen, and to be performed prior to the issuance of the Note having been done, existing, and having happened, it is now necessary for this Council to establish the form and terms of the Note, to provide for the security thereof, and to issue the Note forthwith.

Section 2. Terms and Execution.

2.01. Terms. In order to finance costs of the Project and to evidence the loan referred to in Section 1.02, the City shall forthwith issue the Note in the principal amount of \$30,322,821. The Note shall be dated as of the date of its delivery to the PFA and shall be payable in annual installments of principal maturing on August 20 of the years and in the amounts set forth below (subject to adjustment in the event the loan is not fully disbursed):

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2022	\$ 701,821	2032	\$ 1,557,000
2023	1,423,000	2033	1,572,000
2024	1,438,000	2034	1,588,000
2025	1,452,000	2035	1,604,000
2026	1,466,000	2036	1,620,000
2027	1,481,000	2037	1,636,000
2028	1,496,000	2038	1,652,000
2029	1,511,000	2039	1,669,000
2030	1,526,000	2040	1,686,000
2031	1,541,000	2041	1,703,000

The Note shall bear interest, which includes amounts treated by the PFA as service fees from the date of the Loan Agreement at the rate of 1.000% per annum through the date on which no principal remains unpaid. Interest shall be payable on each February 20 and August 20, commencing August 20, 2022. Interest shall be computed on the basis of a 360-day year composed of twelve 30-day months. The principal of and interest on the Note shall be payable to the registered holder thereof at the address appearing on the Note register of the City on the date of payment.

2.02. Registration. The Note shall be fully registered as to both principal and interest and shall be initially registered in the name of and payable to the PFA. While so registered, principal of and interest on the Note shall be payable at the address of the registered holder thereof, as it appears on the note register maintained by the City Clerk, or such other place as may be designated by the registered holder in writing, and delivered to the City Clerk. The City Clerk shall act as note registrar and as such shall establish and maintain a note register for the purpose of recording the name and addresses of the registered holder and its assigns, and the date of registration of any transfer.

2.03. Redemption. (a) The City shall have the option to prepay the Note, subject to the approval thereof by the PFA in its sole discretion, in whole or in part on any February 20 or August 20, upon forty-five (45) days prior written notice to the PFA at a price equal to 100% of the principal amount to be prepaid, together with accrued interest and servicing fees thereon to the redemption date and a premium equal to all fees and expenses of the PFA incurred in connection with such prepayment.

(b) In the event that special assessments and/or connection charges from another municipality are pledged to the payment of the Note, and the City receives prepayments or lump sum payments of such special assessments and/or connection charges, the City is hereby required, and hereby agrees, to notify the PFA immediately upon receipt of any such payment. The PFA, in its sole discretion, may direct the City to use the funds for the payment of eligible construction costs of the Project, or to transmit the funds to the PFA for payment of the Note, immediately or at a later date. Any such payment received by the PFA may be applied to reduce each unpaid annual principal installment required with respect to the Note in the proportion that such installment bears to the total of all unpaid principal installments or, at the sole option and in the sole discretion of the PFA, may be applied to a future principal payment on the Note in a manner determined by the PFA.

(c) The principal amount of a partial prepayment may, at the sole option and discretion of the PFA, (i) held by the PFA without interest and applied to a future principal payment on the PFA Loan in a manner determined by the PFA or (ii) be applied to reduce each unpaid annual principal installment required with respect to the PFA Loan in the proportion that such installment bears to the total of all unpaid principal installments (i.e., the remaining principal payment schedule shall be re-amortized to provide proportionately reduced principal payments in each year) with respect to the PFA Loan. The PFA Loan and the Note shall be re-amortized on the same basis to result in identical amortization of the PFA Loan and the Note.

(d) Any payments of principal or interest received by the PFA in excess of the principal of and interest on the Loan and the Note which are not mandatory payments described in (b) above or not expressly designated by the City to be treated as a prepayment may, in the sole discretion of the PFA, be (i) held without interest payable by the PFA and applied to a future payment due on the Note in a manner determined by the PFA, (ii) treated as a prepayment of principal on the Note; or (iii) returned to the City as an overpayment.

2.04. Execution and Delivery. The Note shall be prepared under the direction of the City Clerk and shall be executed on behalf of the City by the signature of the Mayor, attested by the City Clerk, and sealed with the official seal of the City. When the Note has been so executed and

authenticated, it shall be delivered by the City Clerk to the PFA to evidence the obligation of the City under the Loan Agreement.

2.05. Assignment and Exchange. The Note shall be transferable by the registered owner or the owner's attorney duly authorized in writing upon presentation thereof to the City Clerk together with a written instrument of transfer satisfactory to the City Clerk and duly executed by the registered owner or the owner's attorney. The following form of assignment shall be sufficient for the purpose:

For value received _____ hereby sells, assigns and transfers unto _____ the within Note of the City of Worthington, Minnesota, and does hereby irrevocably constitute and appoint _____, Attorney, to transfer the Note on the books of the City with full power of substitution in the premises.

Dated: _____

Registered Owner

Such transfer shall also be noted on the Note and in the note register. No service charge shall be made for such transfer, but the City may require payment of a sum sufficient to cover any tax, fee or governmental charge or other expense incurred by the City with respect thereto.

Section 3. Form of Note. The Note shall be in substantially the form attached hereto as Exhibit A.

Section 4. Use of Proceeds; Security Provisions.

4.01. Use of Proceeds. Upon advancements of principal of the Note by the PFA in accordance with the Loan Agreement, or upon an appropriation of funds described in Section 1.02 hereof, the Finance Director shall deposit such proceeds in a separate construction fund to be created on the books of the City and expended to pay for the costs of the Project, including the costs of issuance of the Note, as further provided in the Loan Agreement. Any amounts remaining upon completion of the Project shall be transferred to the Bond Fund as described in Section 4.02.

4.02. Bond Fund. So long as the Note is outstanding and unpaid, the Finance Director shall maintain a Wastewater Debt Service Fund of the City as a separate and special fund (the "Bond Fund") to be used for no purpose other than the payment of the principal of and interest on the Note and such other general obligation wastewater revenue bonds of the City as may be directed to be paid from the Bond Fund. If the balance in the Bond Fund is ever insufficient to pay all principal and interest then due on bonds or notes payable therefrom, the Finance Director shall nevertheless provide sufficient money from any other funds of the City which are available for that purpose, and such other funds shall be reimbursed from subsequent receipts of net revenues appropriated to the Bond Fund and, if necessary, from the proceeds of the taxes levied for the Fund. The Finance Director shall deposit in the Bond Fund the proceeds of all other money which may at any time be received for or appropriated to the payment of such bonds and interest thereon,

including the net revenues herein pledged and appropriated to the Bond Fund and all collections of any ad valorem taxes levied for the payment of the Note.

4.03. Sufficiency of Revenues. It is hereby found, determined and declared that the City owns and operates the System as a revenue-producing utility and convenience; and that the net operating revenues of the System, after deducting from the gross receipts derived from charges for the service, use and availability of the System the normal, current and reasonable expenses of operation and maintenance thereof, will be sufficient, together with any other pledged funds, for the payment when due of the principal of and interest on the Note and on any other outstanding obligations of the City to which such revenues are pledged and, along with other funds dedicated thereto, to provide for the operation and maintenance of the System.

4.04. Rate Covenant; Pledge of Revenues; Additional Obligations. Pursuant to the provisions of Minnesota Statutes, Section 444.075, as amended, the City hereby covenants and agrees with the owners from time to time of the Note that so long as the Note is outstanding, the City will impose and collect reasonable charges for the service, use and availability of the System to the City and its inhabitants according to schedules calculated to produce net revenues which will be sufficient to pay all principal and interest when due on the Note and any other obligations payable therefrom, and said net revenues, to the extent necessary, are hereby irrevocably pledged and appropriated to the payment of the Note and interest thereon. Nothing herein shall preclude the City from hereafter making further pledges and appropriations of net revenues of the System for the payment of additional obligations of the City hereafter authorized if the Council determines before the authorization of such additional obligations that the estimated net revenues of the System will, with any other sources of funds pledged, be sufficient for the payment of the Note, any other obligations then payable therefrom and such additional obligations. Such further pledges and appropriations of said net revenues may be made superior or subordinate to or on a parity with the pledge and appropriation herein made.

4.05. Full Faith and Credit Pledged. The full faith and credit and taxing powers of the City shall be and are hereby irrevocably pledged for the prompt and full payment of the principal of and interest on the Note, and the City covenants and agrees that it will make good any deficiency from the general fund of the City. On or before September 1 of each year in which the Note is outstanding, the Finance Director will calculate and certify to this Council the total amount of cash on hand in the Bond Fund and the available net revenues of the System on hand and estimated to be received and available on or before the 20th day of August of the next succeeding year, and shall determine the sufficiency of such total amount for the payment of principal of and interest on the Note coming due on such August 20 and the interest payable on the immediately preceding February 20.

If such total amount is determined to be insufficient for such payments, this Council shall forthwith appropriate to the Bond Fund sufficient available moneys of the City to make good the deficiency, and if available moneys of the City are not on hand in amounts sufficient for this purpose, this Council shall forthwith levy and certify to the County Auditor for Nobles County for collection in the following year a tax at least five percent in excess of the amounts adequate to make good the deficiency. The Finance Director shall also at the same time estimate and certify to this Council the amount which will be on hand in the Bond Fund after payment of principal and interest payable on the 20th day of August of the second succeeding year, and the amount of net

revenues of the System to be received and available for such purpose in the period of twelve months ending on said 20th day of August and shall determine the sufficiency of such estimated amounts for the payment of the principal of and interest on the Note coming due during and immediately at the end of such twelve-month period. If the amount of estimated net revenues to become available during such period is determined to be insufficient for such payment, this Council shall forthwith cause to be levied and certified to the County Auditor of Nobles County for collection in the following year a tax at least five percent in excess of amounts adequate to make good the deficiency.

Section 5. Registration and Certification of Proceedings.

5.01. Registration. The City Clerk is hereby authorized and directed to file a certified copy of this resolution with the County Auditor for Nobles County, together with such other information as shall be required, and to obtain from the County Auditor a certificate that the Note has been entered on his or her note register as required by law.

5.02. Certification of Proceedings. The officers of the City and the County Auditor for Nobles County are hereby authorized and directed to prepare and furnish to the PFA and to Dorsey & Whitney LLP, Bond Counsel to the City, certified copies of all proceedings and records of the City, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Note as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

5.03. Tax Compliance. The City with respect to the Note shall comply with the following requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the PFA Bonds:

(a) Investments. The City will not invest any sums from time to time held by or under the control of the City that would constitute “gross proceeds” of the PFA Bonds (“Gross Proceeds”), as defined in the Internal Revenue Code of 1986, as amended, and the regulations in effect with respect thereto (the “Code”), at a yield in excess of the applicable yield on the PFA Bonds. The City will not invest proceeds of the Loan and the Note disbursed to it by the PFA. In addition, the City will not invest the Gross Proceeds in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that the investment would cause the PFA Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

(b) Tax-Exempt Status of Interest on the PFA Bonds; Rebate. With respect to any Gross Proceeds, the City will comply with the requirements of the Code necessary to maintain the PFA Bonds as Tax-exempt Bonds, including, without limitation, requirements relating to limitations on amounts invested at a yield greater than the yield on the PFA Bonds and the rebate of excess investment earnings to the United States.

(c) Compliance with Instructions. The City will comply with the instructions as may be provided from time to time by the PFA with respect to Gross Proceeds of the PFA Bonds.

(d) Negative Covenant as to Use of Project. The City will not use, or to cause or permit to be used, the proceeds of the Note or the PFA Bonds, or the Project, or enter into any deferred payment arrangements for the cost of the Project, or any lease, use or other agreement with any non-governmental person relating to the use of the Project or security for the payment of the Note, in such a manner to cause the Note to be a "private activity bond" within the meaning of Sections 103 and 141 through 150 of the Code.

The Mayor and City Clerk shall furnish a certificate to the PFA embracing or based on the foregoing certification at the time of delivery of the Note to the PFA.

Section 6. Actions of Commission.

All actions of the City required hereunder may be carried out by the City or the Commission, as applicable.

Upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

EXHIBIT A

FORM OF SERIES 2021 NOTE

UNITED STATES OF AMERICA
STATE OF MINNESOTA
NOBLES COUNTY

CITY OF WORTHINGTON

TAXABLE GENERAL OBLIGATION WASTEWATER REVENUE NOTE, SERIES 2021

No. R-1

\$30,322,821

FOR VALUE RECEIVED, THE CITY OF WORTHINGTON, Nobles County, Minnesota (the “City”), acknowledges itself to be indebted and hereby promises to pay to the Minnesota Public Facility Authority (the “PFA”), or registered assigns, the principal sum of Thirty Million Three Hundred Twenty-Two Thousand Eight Hundred Twenty-One Dollars and No/100 (\$30,322,821.00), or such lesser amount as may be advanced by the PFA to the City hereunder, in the following installments on August 20 in the following years:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2022	\$ 701,821	2032	\$ 1,557,000
2023	1,423,000	2033	1,572,000
2024	1,438,000	2034	1,588,000
2025	1,452,000	2035	1,604,000
2026	1,466,000	2036	1,620,000
2027	1,481,000	2037	1,636,000
2028	1,496,000	2038	1,652,000
2029	1,511,000	2039	1,669,000
2030	1,526,000	2040	1,686,000
2031	1,541,000	2041	1,703,000

and promises to pay interest and service fees from the date of the Project Loan and Bond Purchase Agreement between the City and the PFA (the “Loan Agreement”) on the installments of principal which have been disbursed by the PFA and are from time to time remaining unpaid at the rate of 1.000% per annum through the date on which no principal remains unpaid, said interest being payable semiannually on February 20 and August 20 of each year, commencing August 20, 2022. The principal installments of and interest on this Note are payable by check or draft mailed to the address of the registered holder hereof as it appears on the note register of the City as of the payment date, in any coin or currency of the United States of America which on the respective dates of payment is legal tender for public and private debts. For the prompt and full payment of

such principal installments and interest when due, the full faith, credit and taxing powers of the City are hereby irrevocably pledged.

This Note constitutes an issue in the aggregate principal amount of \$30,322,821, issued to defray a portion of the cost of construction of improvements (the "Project") to the wastewater system of the City (the "System"), and is issued pursuant to and in full conformity with the provisions of the Constitution, laws of the State of Minnesota thereunto enabling, including Minnesota Statutes, Section 444.075 and Chapter 475, as amended. This Note is payable primarily from the Wastewater Debt Service Fund (the "Bond Fund") of the City, but the City is required by law to pay maturing principal hereof and interest thereon out of any funds in the treasury if money on hand in the Bond Fund is insufficient therefore.

The City shall have the option to prepay the Note, subject to the approval thereof by the PFA in its sole discretion, in whole or in part on any February 20 or August 20, upon forty-five days prior written notice to the PFA at a price equal to 100% of the principal amount to be prepaid, together with accrued interest to the redemption date and a premium equal to all fees and expenses of the PFA incurred in connection with such prepayment as determined by the PFA in its sole discretion.

In the event that special assessments and/or connection charges from another municipality are pledged to the payment of the Note, and the City receives prepayments or lump sum payments of such special assessments and/or connection charges, the City is hereby required, and hereby agrees, to notify the PFA immediately upon receipt of any such payment. The PFA, in its sole discretion, may direct the City to use the funds for the payment of eligible construction costs of the Project, or to transmit the funds to the PFA for payment of the Note, immediately or at a later date. Any such payment received by the PFA may be applied to reduce each unpaid annual principal installment required with respect to the Note in the proportion that such installment bears to the total of all unpaid principal installments or, at the sole option and in the sole discretion of the PFA, may be applied to a future principal payment on the Note in a manner determined by the PFA.

The principal amount of a partial prepayment may, at the sole option and discretion of the PFA, (i) be applied to a future principal payment on the loan in a manner determined by the PFA or (ii) be applied to reduce each unpaid annual principal installment required with respect to the PFA Loan in the proportion that such installment bears to the total of all unpaid principal installments (i.e., the remaining principal payment schedule shall be re-amortized to provide proportionately reduced principal payments in each year) with respect to the PFA Loan. The PFA Loan and the Note shall be re-amortized on the same basis to result in identical amortization of the PFA Loan and the Note.

Any payments of principal or interest received by the PFA in excess of the principal of and interest on the Loan and the Note which are not mandatory payments with respect to special assessment and connection charges described above or not expressly designated by the City to be treated as a prepayment may, in the sole discretion of the PFA, be (i) held without interest payable by the PFA and applied to a future payment due on the Note in a manner determined by the PFA, (ii) treated as a prepayment of principal on the Note; or (iii) returned to the City as an overpayment.

This Note shall be registered in the name of the owner on the note register of the City kept by the City Clerk as Bond Registrar. This Note is transferable by the registered owner or the owner's attorney duly authorized in writing, upon presentation hereof with a written instrument of transfer satisfactory to the City and duly executed by the registered owner or the owner's attorney, subject to reimbursement for any tax, fee or governmental charge or other expense incurred by the City with respect to such transfer. Such transfer shall be noted on the note register and hereon. The City may treat the person in whose name this Note is registered as the absolute owner hereof, whether this Note is overdue or not, for the purpose of receiving payment of principal and interest and all other purposes, and shall not be affected by any notice to the contrary.

The City may deem and treat the person in whose name this Note is registered as the absolute owner hereof, whether this Note is overdue or not, for the purpose of receiving payment and for all other purposes, and the City shall not be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution, laws of the State of Minnesota to be done, to exist, to happen and to be performed precedent to and in the issuance of this Note in order to make it a valid and binding general obligation of the City according to its terms have been done, do exist, have happened and have been performed in regular and due time, form and manner as so required; that in and by the resolution authorizing the issuance of the Note, the City has covenanted and agreed with the owners of the Note that it will impose and collect charges for the service, use and availability of the System according to schedules sufficient to produce net revenues adequate to pay all principal of and interest on the Note and any other bonds or notes payable therefrom, as such principal and interest respectively become due; that, if necessary to pay such principal and interest, the City is required by law to levy ad valorem taxes upon all taxable property within its corporate limits, without limitation as to rate or amount; and that the issuance of this Note does not cause the indebtedness of the City to exceed any constitutional, charter or statutory limitation.

IN WITNESS WHEREOF, the City of Worthington, Minnesota, by its City Council, has caused this Note to be executed on its behalf by the signature of the Mayor, attested by the signature of the City Clerk, and has caused this Note to be dated as of _____, 2021.

ATTEST:

_____ City Clerk	_____ Mayor
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NO WRITING HEREON EXCEPT BY THE CITY CLERK
AS NOTE REGISTRAR

The Note Registrar has transferred on the books of the City of Worthington, Nobles County, Minnesota, on the last date noted below, to the registered assign noted opposite said date, ownership of the principal amount of and interest on this Note, except the amounts of principal and interest theretofore paid:

Date of Transfer	Registered Assign	Signature of Note Registrar
_____	_____	_____
_____	_____	_____
_____	_____	_____

COUNTY AUDITOR'S CERTIFICATE
AS TO BOND REGISTRATION

The undersigned, being the duly qualified and acting County Auditor of Nobles County, Minnesota, hereby certify that there has been filed in my office a certified copy of a resolution duly adopted on August 23, 2021, by the City Council of the City of Worthington, Minnesota, setting forth the form and details of a \$30,322,821 Taxable General Obligation Wastewater Revenue Note, Series 2021 to be dated as of the date of issuance thereof.

I further certify that the issue has been entered on my note register as required by Minnesota Statutes, Sections 475.61 and 475.63, as amended.

WITNESS my hand and official seal this ____ day of _____, 2021.

(SEAL)

Nobles County Auditor



CITY OF WORTHINGTON
303 9th St
Worthington, MN 56187

HARVEY SIGN SERVICE, LLC
PO BOX 803
1224 2ND. AVE.
WORTHINGTON, MN
56187
507-372-7222

Estimate

Estimate Number E001685
Estimate Date Aug 23, 2021
PO or JOB # JBS FIELDHOUSE MONUMENT SIGN

	Amount
(1) 180"x132"x12" DOUBLE SIDED ALUMINUM WRAPPED CABINET WITH ILLUMINATED JBS CABINET, LED ILLUMINATED RAISED "FIELDHOUSE" COPY ON BOTH SIDES, (2) LED ILLUMINATED TENANT CABINETS ON BOTH SIDES, 2 STRIPES OF RED LED ILLUMINATED TUBE TO WRAP AROUND THE TOP SECTION OF THE CABINET, WHITE LED HALO LIGHTING SURROUND DAKTRONICS AND LOWER TENANT CABINETS.	42,072.00
2) 8"X8"X20' STRUCTURAL STEEL POLES, INSTALLATION OF POLES AND SIGN CABINET, INCLUDING AUGURED FOOTINGS BACKFILLED WITH CONCRETE.	8,625.00

Net	Wgtn/MN tax	Incl. Wgtn/MN tax
50,697.00	0.00	50,697.00
Total Estimate (USD)		\$50,697.00

ORDER ACKNOWLEDGMENT : _____ DATE: _____

50% Due at signing. (Unless other terms are presented)

Estimates valid for 60 days

Thank you for the opportunity!

NOTE: ***FINAL ELECTRICAL CONNECTIONS BY OTHERS***

UPON REQUEST WE CAN COORDINATE A LICENSED ELECTRICIAN TO MAKE FINAL CONNECTIONS



HARVEY SIGN SERVICE, LLC P.O. BOX 803 - 1224 2ND AVE. WORTHINGTON, MN WE SERVICE AREAS IN SW MI
SOUTH DAKOTA NW IOWA



HARVEY SIGN SERVICE

1224 2nd Ave.
PO BOX 803
WORTHINGTON, MN 56187
507.372.7222
harveyssigns@gmail.com
harveyssigns.com

JBS Field house/ City of Worthington

Customer Name

WORTHINGTON, MN 8-23-2021

Location

Date

**REVIEW CAREFULLY,
THIS REFLECTS THE FINISHED PRODUCT!
Please Approve and sign, then return.
Quote is valid for 30 days.**

Exhibit

Approve Change
Color
Spelling
Size
Sign Off _____

The specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Customer Approved

Date

Job Number

NOTICE: The ideas and designs contained in this original and unpublished drawings are the property of HARVEYS SIGNS, and may not be used or reproduced in whole or in part without written permission.



CITY OF WORTHINGTON
303 9th St
Worthington, MN 56187

HARVEY SIGN SERVICE, LLC
PO BOX 803
1224 2ND. AVE.
WORTHINGTON, MN
56187
507-372-7222

Estimate

Estimate Number E001686
Estimate Date Aug 23, 2021
PO or JOB # JBS FIELDHOUSE MONUMENT SIGN

	Amount
(1) DOUBLE SIDED 4'X8' 10MM HIGH DEFINITION DAKTRONICS DIGITAL DISPLAY INTEGRATED INTO SIGN CABINET STRUCTURE.	48,370.00

Net	Wgtn/MN tax	Incl. Wgtn/MN tax
48,370.00	0.00	48,370.00
Total Estimate (USD)		\$48,370.00

ORDER ACKNOWLEDGMENT : _____ DATE: _____

50% Due at signing. (Unless other terms are presented)

Estimates valid for 60 days

Thank you for the opportunity!

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HARVEY SIGN SERVICE, LLC P.O. BOX 803 - 1224 2ND AVE. WORTHINGTON, MN WE SERVICE AREAS IN SW MINN
SOUTH DAKOTA NW IOWA