

WORTHINGTON CITY COUNCIL

AGENDA

7:00 P.M. - Monday, November 22, 2021

City Hall Council Chambers

A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

B. INTRODUCTIONS AND OPENING REMARKS

C. AGENDA ADDITIONS/CHANGES AND CLOSURE

1. Additions/Changes
2. Closure

D. CONSENT AGENDA

1. CITY COUNCIL MINUTES (WHITE)
 - a. Regular City Council Meeting Minutes of November 8, 2021
2. MINUTES OF BOARDS AND COMMISSIONS (PINK)
 - a. Center for Active Living Committee Minutes of November 8, 2021
 - b. Center for Active Living Committee Minutes of September 7, 2021
 - c. LEC Joint Powers Board Minutes of November 10, 2021
3. CITY COUNCIL BUSINESS (WHITE)

Case Item(s)

 1. Application for Parade Permit / to Block Street(s) - Downtown Holiday Parade - Rescheduled Date
4. FINANCIAL STATEMENTS (LAVENDER)
 - a. Municipal Liquor Store Income Statement for the Period January 1, 2021 through October 31, 2021
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

E. CITY COUNCIL BUSINESS - PUBLIC UTILITIES (YELLOW)

Case Item(s)

1. Proposed 2022 Sewer Service Charges

F. CITY COUNCIL BUSINESS - PUBLIC SAFETY (TAN)

Case Item(s)

1. Resolution for Program Authorization with MN Department of Public Safety
2. Acceptance of Program Funds - Secret Santa

G. CITY COUNCIL BUSINESS - ADMINISTRATION (WHITE)

Case Item(s)

2. Third Reading Proposed Ordinance Relating to Storm Utility Rates
3. Second Reading Proposed Ordinance to Amend Title XV of the City Code of Worthington, Nobles County, Minnesota, to Rezone Property from "T-Z" (Transition Zone) to "PUD 7" (Planned Unit Development)
4. Resolution and Application to Conduct Off-Site Gambling - Currie Town & County Boosters, Inc.
5. Contract Services Agreement - Rental Housing Ordinance Revision
6. Professional Services Agreement - Operations and Management of the industrial Waste Water Treatment Facility
7. Consideration of City Administrator Employment Agreement
8. Appointment of Designated Building Official
9. Audit Engagement Letter

H. COUNCIL COMMITTEE REPORTS

1. Mayor Kuhle
2. Council Member Janssen

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3. Council Member Ernst
4. Council Member Kielblock
5. Council Member Kolpin
6. Council Member Cummings

I. CITY ADMINISTRATOR REPORT

J. ADJOURNMENT

**WORTHINGTON CITY COUNCIL
REGULAR MEETING, NOVEMBER 8, 2021**

The meeting was called to order at 7:00 p.m., in City Hall Council Chambers by Mayor Mike Kuhle with the following Council Members present: Chad Cummings, Amy Ernst, Alaina Kolpin. Excused Absence: Chris Kielblock, Larry Janssen.

Staff present: Steve Robinson, City Administrator; Jeff Faragher, Assistant City Engineer; Hyunmyeong Goo, Assistant City Engineer; Matt Selof, City Planner; Mindy Eggers, City Clerk.

Others present: Emma McNamee, The Globe; Ryan McGaughey, Radio Works; Dave Dorpinghaus, Prairie Holdings Group.

The Pledge of Allegiance was recited.

AGENDA APPROVED WITH ADDITIONS/CHANGES

Mayor Kuhle stated that there is an addition of *Item E.4. Forgiveness of Assessments on Tax Forfeited Properties 31-0486-500 and 31-1218-500*. *Item H. Community Ec./Development Case Items* will be moved to directly after the Consent Agenda.

A motion was made by Council Member Ernst, seconded by Council Member Kolpin and unanimously carried to approve the agenda with the noted changes.

CONSENT AGENDA

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

- City Council Meeting Minutes of October 25, 2021
- Water & Light Commission Meeting Minutes of November 1, 2021
- Housing & Redevelopment Authority Meeting Minutes of September 22, 2021
- Prairie Justice Center Joint Operations Committee Meeting Minutes of August 11, 2021
- Cross Cultural Committee Meeting Minutes of October 26, 2021
- Application for Parade Permit / Block Street(s) - Downtown Holiday Parade - Date Correction
- Bills payable and totaling \$3,342,667.87 be ordered paid

FIRST READING PROPOSED ORDINANCE TO AMEND TITLE XV OF THE CITY OF WORTHINGTON, NOBLES COUNTY, MINNESOTA, TO REZONE PROPERTY FROM “T-Z” (Transition Zone) to “PUD 7” (Planned Unit Development 7)

Matt Selof, City Planner, said the City has requested a change of zone for property located North of Bioscience Drive and East of North Humiston Ave from its current ‘TZ’ – Transition Zone District

zoning to 'PUD 7' – Planned Unit Development #7. This will bring the property currently located at approximately 1525 Bioscience Drive under one common zoning district. The legal description of the subject property is as follows:

That part of the Northwest Quarter of Section 13, Township 102 North, Range 40 West, Nobles County, Minnesota described as follows: Beginning at the northeast corner of Lot 8, Block 3, Worthington Bio Science Industrial Park Addition, according to the recorded plat thereof; thence on an assumed bearing of North 89 degrees 57 minutes 43 seconds West, along the north line of said Block 3, a distance of 1469.73 feet to the northwest corner of Lot 1 of said Block 3; thence North 0 degrees 02 minutes 15 seconds East, along a projection of the west line of said Lot 1, a distance of 145.00 feet; thence South 89 degrees 39 minutes 1 second East a distance of 1469.75 feet to the west line of the east 500.0 feet of said Northwest Quarter of Section 13; thence South 0 degrees 2 minutes 5 seconds West, along the west line of the east 500.0 feet of said Northwest Quarter of Section 13 a distance of 137.00 feet to the point of beginning.

Mr. Selof explained the Planning Commission voted unanimously to recommend approval of the requested change of zone at its November 2, 2021 meeting. Their recommendation was based on the following:

1. Exhibit 1A shows the current zoning of the subject property as 'TZ' Transitional Zone. However, as shown the majority of the parcel is actually zoned 'PUD 7' Planned Unit Development Number 7.
2. The property under consideration encompasses approximately the north 145 feet of a parcel (31-3786-567) currently owned by the City of Worthington but under contract of Deed to Prairie Holdings Group. This northern portion of the parcel was not originally included in the plat of Worthington Bio Science Industrial Park Addition. It was later bought and combined with the rest of the parcel without rezoning resulting in split zoning. The proposed change of zone would alleviate any future issues related to this split zoning.
3. Well not required by State or local requirements, staff finds it prudent to consider a property stated future land use as established by the City's Comprehensive Plan. The comprehensive plan identifies the area as 'Business Park' with 'Business Flex Overlay'. Business Park is identified as an area to accommodate a wide range of manufacturing, warehousing, and transportation related industries along the I-90 corridor. The business flex overlay provides for the option of more retail-oriented uses should the desire for that arise. The proposed change of zone is in line with the goals set forth in the comprehensive plan.
4. Staff finds that with changes of zone and other land use requests the surrounding zoning and land uses should be considered to reduce future land use conflicts. The zoning of the abutting properties are as follows:

North: 'TZ' Transition Zone.

East: 'TZ' Transition Zone.

South: 'PUD 7' Planned Unit Development 7.

West: ‘TZ’ Transition Zone and ‘B-3’ General Business District.

The current land uses for each of the adjacent properties are as follows:

North: Farmland sits directly north with Prairie Justice Center, the airport, and some single-family homes further north.

East: Empty land, farmland, and then Worthington’s waste water treatment facility. South: Prairie Holdings Group’s office building and pharmacy manufacturing/distribution center sits directly south of the subject property (same parcel as the property in question). Comfort Suits and the Worthington Event Center, Purnet Real Estate, Ani-Logics, University of Minnesota Extension, and Bioverse all have facilities south of the subject property as well.

West: Some single-family homes, otherwise mostly empty land currently.

Mr. Selof said should Council concur with the findings of the Planning Commission, it may approve the requested change of zone by approving a first reading of the proposed ordinance.

A motion was made by Council Member Ernst, seconded by Council Member Kolpin and unanimously carried to give a first reading to the proposed ordinance to Amend Title XV of the City Code of Worthington, Nobles County, Minnesota, to Rezone Property from “T-Z” (Transition Zone) to “PUD 7” (Planned Unit Development)

APPROVED PRELIMINARY PLAT - BIO SCIENCE INDUSTRIAL PARK SECOND ADDITION

The City of Worthington submitted a request for a preliminary plat of a subdivision of property North of Bioscience Drive and East of North Humiston Ave. The plat would create 3 lots, one of which contains an existing office building, one with an existing pharmacy distribution center, and one empty lot. The legal description of the property under consideration is as follows:

Lots 1, 2, 3, 4, 5, 6, 7 & 8, Block 3, Worthington Bio Science Industrial Park Addition, City of Worthington, Nobles County, Minnesota;

AND

That part of Outlot A, Worthington Bio Science Industrial Park Addition, City of Worthington, Nobles County, Minnesota, described as follows:

Beginning at the southwest corner of said Outlot A; thence on an assumed bearing of North 0 degrees 0 minutes 7 seconds East along the west line of said Outlot A, a distance of 76.21 feet; thence South 89 degrees 57 minutes 43 seconds East, parallel to the south line of said Outlot A, a distance of 394.80 feet; thence North 0 degrees 3 minutes 27 seconds East a distance of 144.02 feet; thence North 18 degrees 6 minutes 43 seconds East a distance of

72.92 feet; thence North 57 degrees 5 minutes 11 seconds East a distance of 118.42 feet; thence South 89 degrees 57 minutes 45 seconds East a distance of 83.98 feet to the east line of said Outlot A; thence South 0 degrees 2 minutes 15 seconds West, along the east line of said Outlot A, a distance of 353.97 feet to the southeast corner of said Outlot A; thence North 89 degrees 57 minutes 43 seconds West, along the south line of said Outlot A, a distance of 600.78 feet to the point of beginning;

AND

That part of the Northwest Quarter of Section 13, Township 102 North, Range 40 West, Nobles County, Minnesota described as follows: Beginning at the northeast corner of Lot 8, Block 3, Worthington Bio Science Industrial Park Addition, according to the recorded plat thereof; thence on an assumed bearing of North 89 degrees 57 minutes 43 seconds West, along the north line of said Block 3, a distance of 1469.73 feet to the northwest corner of Lot 1 of said Block 3; thence North 0 degrees 02 minutes 15 seconds East, along a projection of the west line of said Lot 1, a distance of 145.00 feet; thence South 89 degrees 39 minutes 1 second East a distance of 1469.75 feet to the west line of the east 500.0 feet of said Northwest Quarter of Section 13; thence South 0 degrees 2 minutes 5 seconds West, along the west line of the east 500.0 feet of said Northwest Quarter of Section 13 a distance of 137.00 feet to the point of beginning.

Mr. Selof said the Planning Commission considered the preliminary plat request at their November 2, 2021 meeting and after holding a public hearing, the Commission voted unanimously to recommend the City Council approve the preliminary plat.

A motion was made by Council Member Cummings, seconded by Council Member Ernst and unanimously carried to approve the preliminary plat for the Bioscience Industrial Park Second Addition.

FINAL PLAT - WORTHINGTON BIO SCIENCE INDUSTRIAL PARK SECOND ADDITION

Mr. Selof said the City in conjunction with Prairie Holdings Group, has submitted a request to consider the final plat for Worthington Bio Science Industrial Park Second Addition. The only change between the preliminary plat and the final plat is the frontage of what is proposed to be lot 3 which has increased from 99.98 to 100 feet (and subsequently lot 2 frontage has decreased slightly). Staff is recommending approval of the final plat.

Mr. Selof noted that Planning Commission consideration of the final plat is not necessary as the final plat is in substantial conformance with the approved preliminary plat (Section 154.13, Title XV of the City Code).

A motion was made by Council Member Ernst, seconded by Council Member Cummings and unanimously carried to approve the final plat for the Worthington Bio Science Industrial Park Second Addition.

NOMINATING COMMITTEE RECOMMENDATIONS FOR COMMITTEE APPOINTMENTS/REAPPOINTMENTS APPROVED

Steve Robinson, City Administrator, said the Nominating Committee met on October 13, 2021 and are making the following recommendations for committee appointments:

Public Arts Commission

Appoint Susan Middagh to fill the expired term of Kelly Henkels, term to expire-November 30, 2022

A motion was made by Council Member Cummings, seconded by Council Member Kolpin and unanimously carried to approve the Nominating Committee recommendations for appointments / reappointments.

SECOND READING PROPOSED ORDINANCE RELATING TO STORM WATER UTILITY RATES

Steve Robinson, City Administrator, said pursuant to published notice, this was the time and date set for the second reading of a proposed ordinance Relating to Storm Water Utility Rates.

A complete copy of the ordinance was provided in the November 8, 2021 Council Agenda.

The motion was made by Council Member Ernst, seconded by Council Member Kolpin and unanimously carried to give a second reading to the proposed ordinance.

RESOLUTION NO. 2021-10- 68 ADOPTED EXECUTING MINNESOTA DEPARTMENT OF TRANSPORTATION AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT

Mr. Robinson said The City of Worthington biannually enters into a grant agreement, with the State of Minnesota DOT Aeronautics division, for partial reimbursement of our airport maintenance and operation cost. Our proposed grant will cover the State fiscal years of 2022 and 2023. The City will be paid for 75% of the eligible maintenance and operations cost, not to exceed \$77,251.00 of state aid for each fiscal year.

A motion was made by Council Member Cummings, seconded by Council Member Kolpin and unanimously carried to authorize staff to enter into the Grant Agreement and approve the following resolution:

RESOLUTION NO. 2021-10-68

A RESOLUTION AUTHORIZING EXECUTION OF MINNESOTA DEPARTMENT OF
TRANSPORTATION AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT

(Refer to Resolution File for complete copy of Resolution)

STOP SIGN ON CECILEE STREET EXTENSION APPROVED

Mr. Robinson said the Bolton and Menk engineers for the Cecilee Street extension project, have planned for a stop sign to be placed where it intersects with Grand Avenue. Mr. Robinson explained typically City staff would bring forward a recommendation from the Traffic and Safety Committee, but due to timing of when Cecilee Street will be opened for use, staff is looking for Council's approval to install this stop sign, without this recommendation. City Ordinance 70.04 states that "no traffic control device shall be installed or maintained without City Council approval".

A motion was made by Council Member Kolpin, seconded by Council Member Cummings and unanimously approved authorizing the placement of a stop sign, at the intersection of Cecilee Street and Grand Avenue.

**FORGIVENESS OF ASSESSMENTS ON TAX FORFEITED PROPERTIES 31-0486-500
AND 31-1218-500**

Mr. Robinson said Nobles County will be holding an auction on Tuesday, November 9th on a number of tax forfeited properties. The two properties, noted above, are in the City and have substantial assessments outstanding for snow removal and lawn mowing. County staff has indicated that potential buyers have expressed interest in the properties and are asking Council to consider forgiving the assessments to further their efforts in returning both parcels to private ownership. Mr. Robinson said the properties are non-buildable and the assessments will keep incurring and never be paid and could be an advantage to the City, however, Mr. Robinson noted any action should be contingent on legal counsels recommendation of the City's authority to forgive previously certified assessments.

A motion was made by Council Member Ernst, seconded by Council Member Kolpin and unanimously carried to approve forgiving the amounts of \$5,872.68 for Parcel # 31-0486-500 and \$3,404.30 for Parcel # 31-1218-500 contingent on the recommendation from legal counsel.

**RESOLUTION NO. 2021-10-69 ADOPTED RECEIVING REPORT AND CALLING FOR
HEARING ON PROPOSED IMPROVEMENT**

Jeff Faragher, Assistant City Engineer, said a feasibility report completed by Bolton & Menk was included in the packet on the proposed improvement of Eighth Avenue from Ninth Street to its

westerly terminus by regrading, base reconstruction, curb and gutter reconstruction, resurfacing, sidewalk reconstruction, and sewer service replacement. Mr. Faragher said the report provides information on the proposed improvement including costs and funding, estimated assessment rates, City share, pavement alternatives and related improvements.

He said staff is recommending that Council accept the report and pass the resolution receiving the report and calling for a public hearing on the proposed improvement, which would be held at the December 13, 2021 Council meeting.

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

RESOLUTION NO. 2021-10-69

A RESOLUTION RECEIVING REPORT AND CALLING FOR HEARING ON PROPOSED IMPROVEMENT

(Refer to Resolution File for complete copy of Resolution)

COUNCIL COMMITTEE REPORTS

Mayor Kuhle - No Report.

Council Member Janssen - No report.

Council Member Ernst - No report.

Council Member Kielblock - No report.

Council Member Kolpin - The membership is consistently increasing at the Center of Active Living and they are offering a Pickle Ball membership for \$125.00 per year.

Council Member Cummings - No report.

CITY ADMINISTRATOR REPORT

Mr. Robinson had no report.

ADJOURNMENT

The motion was made by Council Member Ernst, seconded by Council Member Cummings and unanimously carried to adjourn the meeting at 7:27 p.m.

Mindy L. Eggers, MCMC
City Clerk

CAL Committee Minutes

11/8/21

9am

Present: Bernice Camery, Mike Fury, Tom Navara, Janet Slater, Diana Elsing, Bob Miller, Terri Jansen, Alaina Kolpin, Meredith Daley, Jill Cuperus

Called to order at 9:06am

September minutes were approved, motioned by Mike and 2nd by Alaina.

Jill talked about the painting that was completed upstairs at the end of October. Painted was hired out for timeliness and we had it in our budget for building maintenance.

Bob, Terri, and Karen's terms all expire at the end of December. We greatly appreciate the time and effort those 3 have put into improving our facility! We brainstormed a list of options to fill their seats. The choices will get sent to city council for approval.

We looked at 3 different logo designs that Jill created. The consensus was choice 1. Motion was made by Diana, and seconded by Mike to move forward with an updated logo. Vote was unanimous on choice 1.

We talked about an upcoming Lunch & Learn on November 18. Detectives from WPD are sponsoring the entire meal and will be talking about scams that specifically target seniors. Meal starts at 11:30am, and the program should last about 45 minutes to 1 hour.

Steve Robinson will be coming to the CAL in early January to talk about the FieldHouse and also upcoming city projects in 2022.

Nobles County Commissioners will re-start their Coffee with the Commissioners in early December at the CAL. A date is being decided.

Discussion about regular membership vs. extended access membership. There is some confusion from members about the fee levels. The question was asked about getting rid of the extended access, and so if you're a member you can come anytime, but you will need to pay for a fob to get into the building after hours.

Terri talked about an Opioid grant her workplace received and an upcoming speaking engagement with KELO News Angela Kenneke in February. Angela is allowing the message to be livestreamed, and the CAL is setup to stream in the main room.

Next meeting will be January 10, 2022 at 9am.

Meeting was adjourned at 9:56. Motioned by Tom, seconded by Janet.

CAL Committee Minutes

Sept 7, 2021

Present: Bernice, Mike, Tom, Karen, Janet, Diana, Terri, Alaina, Meredith, Jill

Call to order

Minutes approved by Mike, seconded by Bernice.

Membership will go up \$5 in January. Bob brought up the courts membership and that there are people interested in playing, but the cost is too high. Price was discussed, and was decided to eliminate the 6 month courts membership, and adjust the price of the 12 month membership to \$125. motion by Bob, seconded Janet.

We discussed masking. There is no YMCA or state mandate on it, so we decided to keep as is. Jill will post signage about sickness.

Jill will be doing a KTD open house from 11-1 on Saturday. If committee members are available, they can stop by and do walk throughs. Diana noted she may be able to.

Senior dining is back to in-person dining. 4 people regularly dine in.

Jill went through her Director's Report.

Topics for the future – asking Steve Robinson to come talk about the new Fieldhouse.

Meeting was moved to adjourn by Bob, and seconded by Tom.

MINUTES OF THE PRAIRIE JUSTICE CENTER JOINT OPERATIONS COMMITTEE
November 10, 2021 – PRAIRIE JUSTICE CENTER

PRESENT: City of Worthington - Steve Robinson, Troy Appel, Chad Cummings, Alaina Kolpin
 Nobles County – Bruce Heitkamp, Ryan Kruger, Don Linssen, Bob Paplow
 At Large – Cindy DeGroot

Chairman Cindy DeGroot called the meeting to order at 1:00 p.m.

After reviewing the minutes of the August 11, 2021 meeting, Chad Cummings made a motion to approve the minutes. Alaina Kolpin seconded the motion. With no discussion, the motion carried.

New Business

- None

Old Business

Impounded Vehicle Storage

- Bruce Heitkamp met with commissioners on 10-5-21 and came up with three options for vehicle storage (See Attached).
 - Site 1 – Joel Lorenz property north of PJC. Outside of the City of Worthington and city zoning, but it is agriculturally zoned.
 - Site 2 – South side of PJC and proposed as a fenced-in only option.
 - Site 3 – South side of the current row of impounded vehicles. Inside the City of Worthington with limits and zoning.
- Some commissioners thought a building isn't needed, because the vehicles are mainly junk.
- Ryan Kruger said the cars may be junk to us, but worth a lot more to the owner. The wrecked cars in back could be left out in a fenced-in area.
- Don Linssen stated that these cars need to be relocated for snow removal and places to pile snow. Also, we're violating city ordinances and it looks like we are running a junk yard. Don said that Joel Lorenz is now considering selling pieces of the property. Instead of 33 acres at approximately \$17,000/acre, we could purchase 3-4 acres at \$25,000/acre.
- Chad was concerned on fencing protecting vehicles kept for evidence. He was not in favor of Option 2.
- Bob Paplow explained that the laws are changing so may be less vehicles being forfeited.
- Troy Appel stated that Option 2 fenced in area would be filled quickly and there would be no room for delivery trucks. Also, officers would have to go through the fenced gate before going through garage door creating more hassle.
- Chad said that buying 3-4 acres to the north of the PJC would be an investment for years. Option 1 is his favorite.
- Cindy thought buying a little extra land for future expansion would be a good idea.
- Troy said that another benefit of a building would be being able to use the camera system.
- Alaina Kolpin questioned where the fenced-in area would be located. Troy stated that up next to building would probably be best.
- Steve said we need a building regardless of site. Don agreed and suggested making a list of pros and cons for each site showing cost and facts. Steve further stated that we need an unbiased professional to develop accurate cost estimates for each option so it could be submitted to the boards.
- Chad made a motion for professional services to develop a cost and space estimate for Site 1 and 3 with buildings that may have a fenced addition at a 50/50 cost split.
- Steve seconded the motion. The motion passed.

- Steve will talk to Brian Bergstrom, the architect that the city has used recently. When estimates are received, another LEC Joint Powers meeting will be scheduled.
- Steve said that we need a task group made up of the Chief and Sheriff to determine space needs and vehicle count for building. Bruce also suggested Joe Sanow be a part of the discussion.

Other Items

- PJC Snow Removal – Bruce met with maintenance staff, Rich Linsmeier, Mitch Mastbergen, and Travis Woodbury. They will be doing the snow removal this winter. They've developed a plan on what needs to be kept open and what is secondary. Contact maintenance staff or Bruce if something isn't working. Don stressed that only upper management should be calling maintenance for snow removal.
- Next Meeting – to be determined after building estimates are received.
- 2022 Meeting Dates
February 9, 2022, 1:00 p.m.
May 11, 2022, 1:00 p.m.
August 10, 2022, 1:00 p.m.
November 9, 2022, 1:00 p.m.

Steve made a motion to adjourn the meeting. Chad seconded the motion. The motion passed.

Action Items

- Steve to contact Brian Bergstrom for cost estimates of option 1 & 3.
- Troy and Ryan to establish task group to discuss space needs for building.
- Steve to contact Joel about today's discussion

LEC Joint Powers Committee Journal of Votes

November 10, 2021

REGULAR BOARD MEETING

PJC Training Room

1530 Airport Rd

Worthington MN 56187

DATE	ITEM VOTED ON	VOTES
11-10-21	Approval of Minutes 1 st - Chad Cummings 2 nd - Alaina Kolpin	Unanimous
	Get professional services to develop a cost and space estimate for Site 1 and 3 with buildings that may have a fenced addition at a 50/50 cost split. 1 st – Chad Cummings 2 nd – Steve Robinson	Unanimous
	Adjourn Meeting 1 st – Chad Cummings 2 nd – Alaina Kolpin	Unanimous

Evidence/Impound Storage Sites & Options



The following options were discussed during the October 5, 2021 County Commissioner meeting. Staff were directed to request further input from the LEC Committee for further investigation and input.

Site 1 (outside of the City of Worthington and City Zoning but Agriculturally Zoned)

- Building construction cost (structure, concrete, electric) estimated at \$32-\$36 per square foot and or \$34-\$50 linear foot of fencing costs
- Zoning concerns as Ag preservation has been a standard for the County
- Pro/Con (County vs City) = lower building construction cost vs. zoning concerns and \$25K per acre land cost

Site 2 (south side of PJC and proposed as a fenced-in only option)

- \$34-\$50 per linear foot plus \$6 per square foot of concrete costs depending upon height, razor wire, and other options
- Pro/Con = Additional security within the fenced area vs. the need for gates/openers, no-threw passage to the south, and limited storage space, among other items)

Site 3 (inside the City of Worthington limits and zoning)

- Building construction cost (structure, concrete, electric) estimated at \$44-\$55 per square foot and or \$34-\$50 linear foot of fencing costs mainly due to City requirements for: a hazardous waste separating system, possible emission-control infrastructure, sprinkler system, and possible others.
- Pro/Con (City vs. County) = the land is already County owned and zoned for this use of storage vs. higher building construction costs due to zoning items

What to do? Further input is requested after considering the options and obstacles.

CITY OF WORTHINGTON, MINNESOTA

MUNICIPAL LIQUOR STORE INCOME STATEMENT For the Period 1/1/21 Through 10/31/21 (Amounts in Dollars)

	Total 2021 Budget	OCTOBER		% YTD Actual to Budget	YTD	
		Actual	Previous Year		Actual	Previous Year
Sales						
Liquor	1,925,000	177,898	167,534	84.5%	1,626,179	1,583,874
Wine	620,000	48,612	54,637	74.5%	461,941	459,414
Beer	2,250,000	191,075	184,650	89.3%	2,008,805	1,941,837
Mix/nonalcohol	73,000	6,645	5,048	100.3%	73,229	61,094
NSF charges	100	-	60	40.0%	40	150
Net Sales	4,868,100	424,230	411,929	85.7%	4,170,194	4,046,369
Cost of Goods Sold						
Liquor	1,370,450	128,826	118,612	84.3%	1,155,086	1,131,403
Beer	1,712,971	143,888	141,711	88.3%	1,513,259	1,490,664
Wine	447,663	37,171	42,300	82.8%	370,585	325,239
Soft drinks/mix	54,197	4,063	3,474	91.2%	49,452	42,808
Freight	29,000	3,177	2,947	91.1%	26,426	24,367
Total Cost of Goods Sold	3,614,281	317,125	309,044	86.2%	3,114,808	3,014,481
Gross Profit	1,253,819	107,105	102,885	84.2%	1,055,386	1,031,888
Operating Expenses						
Personnel services	444,226	41,756	45,503	76.6%	340,056	365,745
Supplies	28,000	1,834	4,588	63.4%	17,762	30,397
Other services & charges	200,859	16,966	11,885	83.3%	167,313	154,752
Interest	20,763	-	-	0.0%	-	-
Depreciation (estimated)	107,000	8,917	8,750	83.3%	89,167	87,500
Total Operating Expenses	800,848	69,473	70,726	76.7%	614,298	638,394
Operating Income (Loss)	452,971	37,632	32,159	97.4%	441,088	393,494
Non-Operating Revenues (Expenses)						
Interest earnings **	5,100	425	417	75.4%	3,845	4,235
Other non-operating	-	12	459	-	12	459
Sale of fixed asset	-	-	-	-	-	-
Loss on fixed asset	-	-	-	-	-	-
Total Non-Operating Revenue (Expense)	5,100	437	876	75.6%	3,857	4,694
Net Income (Loss) b/Operating Transfers	458,071	38,069	33,035	97.1%	444,945	398,188
Operating Transfers-In	-	-	-	-	-	-
Operating Transfers-Out	(275,000)	(22,917)	(22,917)	83.3%	(229,170)	(229,170)
Net Income (Loss)	183,071	15,152	10,118	N/A	215,775	169,018

** Includes 6/30/21 actual and four months budget

WORTHINGTON PUBLIC UTILITIES
WATER AND LIGHT COMMISSION MEMO

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: CITY COUNCIL CASE ITEM

DATE: NOVEMBER 16, 2021

CASE ITEM

1. PROPOSED 2022 SEWER SERVICE CHARGES

The proposed 2022 Sewer Service Charge System (Sewer Rates) has been developed by staff and was approved by the Water and Light Commission at its November 15, 2021, meeting. The report on the sewer rates is included in Exhibit 1. The total monthly charges and changes from 2021 for various monthly volumes is best presented on Exhibit 1-26 with changes per individual rate parameter detailed on Exhibit 1-25. The “average” residential user (4,000 gallons per month) will see about a \$1.99/month or 5.8% increase.

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 \$0.004/1,000 gallons, or 0.1%, 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 \$1.97 or 10.8%.

The total revenue of \$2,578,757 to be generated by the 2022 rates is \$151,500 (6.2%) more than the \$2,427,257 budgeted to be generated from the 2021 rates.

The Water & Light Commission recommends that Council adopt the 2022 Sewer Service Charge System by passing the resolution in Exhibit 1-28.

Worthington

2022

SEWER SERVICE CHARGE SYSTEM

11/11/2021

Prepared by:



Scott Hain, General Manager

SEWER SERVICE CHARGE SYSTEM CITY OF WORTHINGTON, MINNESOTA

A. Background

The City of Worthington has renovated and upgraded its Wastewater Treatment Plant with the assistance of the Federal and State Construction Grants Program.

Current Design Data for the treatment facility are as follows:

	Flow mgd	BOD lb/day	TSS lb/day
First Year of Operation:	1.68	5995	4775
Design Year: 2017	2.75	8350	6900

B. Development of a Sewer Service Charge System

The Sewer Service Charge System for the City of Worthington is developed in accordance with the provisions of the City's Ordinance Establishing a Sewer Charge System to insure the following:

1. Pollution Abatement in accordance with the City's NPDES Permit.
2. Allocation of OM&R costs of wastewater treatment to users in proportion to their total contribution of wastewater flows and loadings.
3. Sufficient generation of revenue to insure effective Operation, Maintenance and Replacement of the treatment works throughout its useful or design life, whichever is larger.
4. A description of how the City intends to recover its capital costs for the Treatment Works and a rate determined for that portion of such costs to be recovered as a part of the Sewer Service Charge.

C. Adoption of the Sewer Service Charge System

The Sewer Service Charge System will be revised and adopted by resolution in accordance with Article V of the "Ordinance Establishing a Sewer Service Charge System."

**PROJECTIONS
of
CONNECTION UNITS
and
FLOWS AND LOADINGS**

<p align="center">PROJECTION OF CONNECTION UNITS, FLOWS, AND LOADINGS</p>
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The projected number of connections for the calculation of the Connection 1 rate and the number of dwelling units for determination of the Connection 2 rate are summarized on Table 1. The determination of projected flows, and BOD, TSS and TP loadings is presented below and summarized on Table 2.

VOLUME:

Residential sewer volumes are to be based on the metered water usage of each monthly period except for in those billing periods ending in June through September. The volume of a residential customer for the billing periods ending in June through September is to be equal to the water usage in the period or the average of their usage in the periods ending in October through May that usage occurred, whichever is less. Commercial and Public sewer volumes are to be based on the metered water usage of each month. The projected volume from residential, commercial, and public users will be 98% of their latest available metered water usage to allow for fluctuations in sewer usage. Industrial usage is projected based on information regarding the individual industry. At this time the only projected industrial usage is that of Tru Shine Truck Wash and D&H Transportation.

Residential:	Actual Monthly	98%
January - May, 2021	95,999,082	94,079,100
June - Sept. , 2021 (Sewer)	71,776,401	70,340,873
October - December, 2020	59,444,456	58,255,567
	<hr/>	<hr/>
Total	227,219,939	222,675,540
Monthly Average	18,934,995	18,556,295
Commercial:	8,950,000	8,771,000
Governmental:	0	0
		<hr/>
Subtotal:		27,327,295
Industrial:		2,500,000
Inflow and Infiltration:		22,812,500
		<hr/> <hr/>
TOTAL PER MONTH:		52,639,795

BOD:

Residential, Commercial, and Public BOD loading is to based on a 300 ppm concentration and the volumes projected above. Industrial usage is based on historic loadings of Tru Shine Truck Wash and D&H Transportation.

Residential:	8.34lb X	300.00	X	18.556295 =	46,428
Commercial:	8.34lb X	300.00	X	8.771000 =	21,945
Public:	8.34lb X	300.00	X	0.000000 =	0
Industrial:					<u>7,600</u>
TOTAL PER MONTH:					75,973

TSS:

Residential, Commercial, and Public TSS loading is to based on a 350 ppm concentration and the volumes projected above. Industrial usage is based on historic loadings of Tru Shine Truck Wash and D&H Transportation.

Residential:	8.34lb X	350.00	X	18.556295 =	54,166
Commercial:	8.34lb X	350.00	X	8.771000 =	25,603
Public:	8.34lb X	350.00	X	0.000000 =	0
Industrial:					<u>5,000</u>
TOTAL PER MONTH:					84,768

TP:

Residential, Commercial, and Public TP loading is to based on an 8 ppm concentration and the volumes projected above. Industrial usage is based on historic loadings of Tru Shine Truck Wash and D&H Transportation.

Residential:	8.34lb X	8.00	X	18.556295 =	1,238
Commercial:	8.34lb X	8.00	X	8.771000 =	585
Public:	8.34lb X	8.00	X	0.000000 =	0
Industrial:					<u>200</u>
TOTAL PER MONTH:					2,023

TABLE 1:
Sewer Users by Classification

Classification	Number of User Connections	Number of Connection 3 Units	Difference
Residential	3730	4880	1150
Commercial	440	440	0
Industrial-SI1	2	2	0
Public-SP1	0	0	0
TOTAL	4172	5322	1150

TABLE 2:
Summary of Wastewater Flows and Loads by User Class

CLASSIFICATION	FLOW		BOD		SUSPENDED SOLIDS		TOTAL PHOSPHORUS	
	MG/MO	MG/YR	LB/MO	LB/YR	LB/MO	LB/YR	LB/MO	LB/YR
Residential	18.5563	222.6755	46,428	557,134	54,166	649,990	1,238	14,857
Commercial	8.7710	105.2520	21,945	263,341	25,603	307,231	585	7,022
Public	0.0000	0.0000	0	0	0	0	0	0
Industry	2.5000	30.0000	7,600	91,200	5,000	60,000	200	2,400
Infiltration	22.8125	273.7500	0	0	0	0	0	0
TOTALS:	52.6398	631.6775	75,973	911,675	84,768	1,017,220	2,023	24,279

BUDGET DISTRIBUTION

TABLE 3**2022 Sewer Disposal Fund #602 Budget Summary**

Description	49410 (All) 49515 Collection Oper & Mntc	49519 Collection I&I Program	49430 (All)* 49530 (All) Treatment Oper & Mntc	49610 Administrative & General	49640 (All) Customer Service	26000 ** Fund Equity Increases	49700 *** Fixed Assets	20000 & 47000**** Debt Service	TOTAL	% of Total
Salaries & Benefits	\$217,415	\$10,920	\$585,395	\$88,855	\$34,970				\$937,555	36.35%
Supplies: chemicals for TP										
Supplies: all other	\$20,600	\$2,000	\$107,500	\$1,500	\$5,000				\$107,500	4.17%
Other Services and Charges	\$62,250	\$24,000	\$262,950	\$53,600	\$82,400				\$485,200	18.81%
Subtotal	\$300,265	\$36,920	\$1,015,445	\$143,955	\$122,370		\$0	\$0	\$1,618,955	62.77%
Treatment Fixed Assets							\$5,000		\$5,000	0.19%
Collection O&M Fixed Assets									\$0	0.00%
Collection System Improvements							\$662,520		\$662,520	25.69%
Principal (Collection)								\$0	\$0	0.00%
Principal (Post 87 WWTP)								\$0	\$0	0.00%
Interest (Collection)								\$0	\$0	0.00%
Interest (Post 87 WWTP)								\$0	\$0	0.00%
For Capital Projects									\$0	0.00%
For Equipment Revolving						\$52,669			\$52,669	2.04%
For Equipment Replacement						\$240,000			\$240,000	9.31%
Subtotal	\$0	\$0	\$0	\$0	\$0	\$292,669	\$667,520	\$0	\$960,189	37.23%
TOTAL	\$300,265	\$36,920	\$1,015,445	\$143,955	\$122,370	\$292,669	\$667,520	\$0	\$2,579,144	100.00%

* Eliminated the \$50,000 exclusion in costs for Laboratory to be financed by revenues for Laboratory Services in 2022

** Equipment Replacement Reserve to increase by \$10,000/year to \$250,000/year

*** Costs exclude \$10,000,000 in PFA funding (Treatment)

**** Costs exclude \$508,300 in carryover projects, \$230,384 in ERS and \$54,616 in undesig for generator and vactor

***** Costs exclude \$500,000 in projected PFA Note interest payment coming from reserves

<p style="text-align: center;">DISTRIBUTION OF ADMINISTRATIVE AND GENERAL BUDGET</p>

The General and Administrative Budget includes costs for Workers Compensation Insurance costs that are attributable to labor required for Treatment O&M, Collection O&M, the I&I Abatement Program, Administration, and Customer Services. These insurance costs will be distributed to each of the user charge system cost categories on the basis of salary costs.

<u>Labor Attributable Cost</u>	<u>Amount</u>
49615.1151 Work Comp Insurance	\$20,000
TOTAL	\$20,000

<u>Cost Category</u>	<u>Salary Costs</u>	<u>Distribution</u>	<u>Benefits</u>
Treatment O&M	\$585,395	62.44%	\$12,488
Collection O&M	\$217,415	23.19%	\$4,638
I&I Abatement Program	\$10,920	1.16%	\$233
Customer Services	\$34,970	3.73%	\$746
SUBTOTAL	\$848,700	90.52%	\$18,105
Administration	\$88,855	9.48%	\$1,895
TOTAL	\$937,555	100.00%	\$20,000

The balance of the Administrative and General Budget not to be distributed to other cost categories is to be distributed between Treatment and Collection on the basis of budget costs.

Total Administrative and General Budget:	\$143,955
Labor Costs to be distributed to others:	\$18,105
Administrative and General Budget Balance:	<u>\$125,850</u>

Distribution of Administrative and General Budget Balance to Treatment and Collection

	Budget	Additional Labor Costs	TOTAL
Treatment O&M:	\$1,015,445	\$12,488	\$1,027,933
Collection O&M:	<u>\$300,265</u>	<u>\$4,638</u>	<u>\$304,903</u>
	\$1,315,710	\$17,126	\$1,332,836
Treatment Factor:	<u>\$1,027,933</u>	0.771	
	\$1,332,836		
Collection Factor:	<u>\$304,903</u>	0.229	
	\$1,332,836		

Distribution to Treatment O&M

Admin & General Bdgt Balan X Treatment factor = \$97,061

Distribution to Collection O&M

Admin & General Bdgt Balan X Collection factor = \$28,790

TOTAL \$125,850

DISTRIBUTION OF FUND EQUITY INCREASES
--

Fund Equity Increases (26000) includes Equipment Revolving (26403) for vehicles used in Treatment Operations and vehicles used in Collection Maintenance. Costs for Equipment Revolving are to be distributed to Collection and Treatment per itemization in the Equipment Revolving Schedule.

Distribution of Equipment Revolving

To Treatment (Other charges & services):	\$8,975
To Collection Maintenance:	\$43,694
TOTAL	<u>\$52,669</u>

Fund Equity Increases also provides for the required Equipment replacement reserve for treatment plant equipment. All costs for Equipment Replacement are to be distributed to the causative elements of Flow, BOD, and TSS and to I&I (Con. 1) per Tables 7 and 9.

DISTRIBUTION OF DEBT SERVICE COSTS

Debt Service would include any obligations incurred as a result of WWTP Treatment Facility Projects. Such costs would be recovered through the causative elements of Flow, BOD, and TSS, and I&I (Con. 1) per Tables 7 and 8 or modifications of these tables.

Debt Service would also include any Collection Improvement obligations which are to be recovered through the Connection 2 Charge. For the purpose of this report, debt service would include any fund equity increases for debt service.

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
Pre 1987 Obligations:	\$0	\$0	\$0
Collection Obligations:	\$0	\$0	\$0
Post 87 WWTP Obligations	\$0	\$0	\$0
Total:			<u>\$0</u>

Note: The 2000-01 treatment facility improvements for phosphorus removal are financed from fund reserves and did not result in an increase in debt service obligations.

SUMMARY OF TREATMENT OPERATION AND MAINTENANCE COSTS

The following Costs are to be distributed to the causative elements of Flow, BOD and TSS per Tables 4, 5 and 6. The costs attributable to Inflow and infiltration are to be later distributed to Connection 1 on the basis of current annual average Inflow and Infiltration volume (.75 mgd).

<u>COST SOURCE</u>	<u>LABOR COSTS</u>	<u>TP CHEMICAL</u>	<u>OTHER COSTS</u>
O & M Budget (49430 & 49530)	\$585,395	\$107,500	\$322,550
Labor Costs from Admin & General	\$12,488		
Administrative & General (49610)			\$97,061
Fund Equity Inc. (26000)			\$8,975
Treatment Fixed Assets (49730)			\$5,000
TOTAL	\$597,883	\$107,500	\$433,586

SUMMARY OF COLLECTION OPERATION AND MAINTENANCE COSTS

The following costs are to be assigned to the causative element of flow. The costs attributable to Inflow and Infiltration are to be later distributed to Connection 1 on the basis of current annual average Inflow and Infiltration volume (.75 mgd)

<u>COST SOURCE</u>	<u>COST</u>
Operation Budget (49430)	\$300,265
Labor Costs from Admin & General	\$4,638
Administrative & General (49610)	\$28,790
Fund Equity Inc. (26000)	\$43,694
Collection O&M Fixed Assets (49760)	\$0
TOTAL	\$377,387

OM&R COST ALLOCATIONS TO FLOW, BOD, TSS, AND INFLOW & INFILTRATION

Costs for Operation, Maintenance, and Equipment Replacement, are to be proportionately allocated to the causative elements of Flow, BOD, TSS, TP and Inflow and Infiltration. The costs for Treatment Plant Operation and Maintenance, as previously summarized are to be allocated per tables 4, 5, and 6. The costs of equipment replacement are to be allocated per tables 7 and 9. The cost for Collection O&M is to be allocated to flow. The following summarizes these allocations:

COSTS	TOTAL	FLOW	BOD	TSS	TP	I&I (con 1)
Treatment O & M	100.00% \$1,138,968	20.97% \$238,894	24.43% \$278,292	32.99% \$375,708	21.61% \$246,074	\$0
Equipment Repl.	100.00% \$240,000	33.19% \$79,652	30.90% \$74,151	23.00% \$55,194		12.92% \$31,004
Collection O & M	100.00% \$377,387	100.00% \$377,387				
TOTALS	\$1,756,355	\$695,933	\$352,443	\$430,902	\$246,074	\$31,004

WWTP DEBT SERVICE COST ALLOCATIONS TO FLOW, BOD, TSS, AND I & I

The Costs of post 1987 Wastewater Treatment Plant debt service is to be allocated per tables 7 and 8. There is currently no debt payments.

COSTS	TOTAL	FLOW	BOD	TSS	TP	I&I (con 1)
Debt Service	100.00% \$0	41.18% \$0	22.70% \$0	16.72% \$0	NA	19.40% \$0

TABLE 4**DISTRIBUTION OF TREATMENT PLANT O & M COSTS (EXC LABOR & TP CHEM) TO CAUSATIVE ELEMENTS**

Column 1	2 % of Total O & M	3	4 Distribution by item of O & M cost (excluding labor) to causative elements	5	6	7	8 Distribution of plant O & M cost (excluding labor) to causative elements	9	10
	(Excluding Labor & TP Chemical)	Volume	BOD	TSS	TP	Volume (col 2 x col 3)	BOD (col 2 x col 4)	TSS (col 2 x col 5)	TP (col 2 x col 6)
Wastewater Pumping	17.9%	90.0%	3.4%	3.3%	3.3%	16.11%	0.61%	0.59%	0.59%
Preliminary Treatment	4.5%	0.0%	45.0%	50.0%	5.0%	0.00%	2.03%	2.25%	0.23%
Sedimentation	11.3%	0.0%	32.0%	63.0%	5.0%	0.00%	3.62%	7.12%	0.57%
Biological Treatment	4.5%	20.0%	60.0%	20.0%	0.0%	0.90%	2.70%	0.90%	0.00%
Chlorination	9.0%	90.0%	10.0%	0.0%	0.0%	8.10%	0.90%	0.00%	0.00%
Sludge Pumping	16.9%	8.0%	32.0%	40.0%	20.0%	1.35%	5.41%	6.76%	3.38%
Sludge Digestion	11.2%	8.0%	32.0%	40.0%	20.0%	0.90%	3.58%	4.48%	2.24%
Sludge Disposal	11.2%	8.0%	8.0%	64.0%	20.0%	0.90%	0.90%	7.17%	2.24%
Laboratory	4.5%	8.0%	31.0%	31.0%	30.0%	0.36%	1.40%	1.40%	1.35%
General	9.0%	25.0%	25.0%	25.0%	25.0%	2.25%	2.25%	2.25%	2.25%
TOTAL	100.0%			100.0%		30.86%	23.38%	32.91%	12.84%

TABLE 5**DISTRIBUTION OF TREATMENT PLANT LABOR COSTS TO CAUSATIVE ELEMENTS**

Column 1	2 % of Total Labor Costs	3	4 Distribution by item of O & M labor costs causative elements	5	6	7	8 Distribution of plant O & M labor costs causative elements	9	10
		Volume	BOD	TSS	TP	Volume (col 2 x col 3)	BOD (col 2 x col 4)	TSS (col 2 x col 5)	TP (col 2 x col 6)
Wastewater Pumping	8.8%	90.0%	3.4%	3.3%	3.3%	7.92%	0.30%	0.29%	0.3%
Preliminary Treatment	4.4%	0.0%	42.0%	53.0%	5.0%	0.00%	1.85%	2.33%	0.2%
Sedimentation	16.5%	0.0%	32.0%	63.0%	5.0%	0.00%	5.28%	10.40%	0.8%
Biological Treatment	8.7%	20.0%	60.0%	20.0%	0.0%	1.74%	5.22%	1.74%	0.0%
Chlorination	4.4%	90.0%	10.0%	0.0%	0.0%	3.96%	0.44%	0.00%	0.0%
Sludge Pumping	27.6%	4.0%	32.0%	44.0%	20.0%	1.10%	8.83%	12.14%	5.5%
Sludge Digestion	11.0%	4.0%	32.0%	44.0%	20.0%	0.44%	3.52%	4.84%	2.2%
Sludge Disposal	5.5%	8.0%	8.0%	64.0%	20.0%	0.44%	0.44%	3.52%	1.1%
Laboratory	8.7%	10.0%	30.0%	30.0%	30.0%	0.87%	2.61%	2.61%	2.6%
General	4.4%	25.0%	25.0%	25.0%	25.0%	1.10%	1.10%	1.10%	1.1%
TOTAL	100.0%			100.0%		17.57%	29.59%	38.97%	13.87%

TABLE 6

Distribution of total treatment plant operation and maintenance costs to the causative elements

Column 1	2	3	4	5	6	7	8	9	10	11
ITEM	COST		Distribution of separate costs to causative elements (%)				Distribution of total costs to causative elements (%)			
	dollars	% of total	VOLUME	BOD	TSS	TP	VOLUME (3 x 4)	BOD (3 x 5)	TSS (3 x 6)	TP (3 x 7)
Labor costs	\$597,882.69	52.49%	17.57%	29.59%	38.97%	13.87%	9.23%	15.53%	20.46%	7.28%
TP Chemical	\$107,500.00	9.44%				100.00%				9.44%
All other costs	\$433,585.59	38.07%	30.86%	23.38%	32.91%	12.84%	11.75%	8.90%	12.53%	4.89%
TOTAL	\$1,138,968.28	90.56%					20.97%	24.43%	32.99%	21.61%

TABLE 7

WWTP CONSTRUCTION COSTS AND ALLOCATION TABLE

PLANT COMPONENT	CONSTRUCTION COST	EST. USEFUL LIFE	ALLOCATION				
			FLOW	TP	BOD	TSS I&I (CON 1)	
Equalization Basin	\$1,088,365	20	0.0%	--	0.0%	0.0%	100.0%
Equalization Pump Station	\$475,285	20	0.0%	--	0.0%	0.0%	100.0%
Maintenance Building	\$105,346	30	33.3%	--	33.3%	33.3%	0.0%
Control Building	\$401,051	30	33.3%	--	33.3%	33.3%	0.0%
Primary Clarifiers	\$209,322	20	80.0%	--	10.0%	10.0%	0.0%
Exstg T. Filter Pump Station	\$61,733	20	90.0%	--	5.0%	5.0%	0.0%
New T. Filter Pump Stations	\$855,485	20	90.0%	--	5.0%	5.0%	0.0%
Trickling Filter Improvements	\$1,351,588	20	40.0%	--	60.0%	0.0%	0.0%
Int/Final Clarifier Impr.	\$326,572	20	80.0%	--	10.0%	10.0%	0.0%
Chlorination System	\$75,217	20	80.0%	--	10.0%	10.0%	0.0%
Digester Complex	\$708,096	20	10.0%	--	30.0%	60.0%	0.0%
Yard Piping	\$797,152	50	90.0%	--	0.0%	10.0%	0.0%
Site Work	\$655,357	50	33.3%	--	33.3%	33.3%	0.0%
Heating/Ventilating	\$192,678	15	33.3%	--	33.3%	33.3%	0.0%
Electrical/Instrumentation	\$633,556	15	33.3%	--	33.3%	33.3%	0.0%
Sludge Vehicle	\$105,346	10	10.0%	--	30.0%	60.0%	0.0%
Sludge Lagoons	\$15,851	50	10.0%	--	30.0%	60.0%	0.0%
Subtotal	\$8,058,000		ALLOCATION BY CONSTRUCTION COSTS				
Contingencies (3%)	\$241,740	"	"	--	"	"	"
Step 2 Engineering Fees	\$560,000	"	"	--	"	"	"
Step 3 Engineering Fees	\$826,000	"	"	--	"	"	"
Interest During Construction	\$30,000	"	"	--	"	"	"
Total	\$9,715,740						

TABLE 8

WWTP CONSTRUCTION COST ALLOCATION (FOR DISTRIBUTION OF POST 87 WWTP DEBT)

PLANT COMPONENT	CONSTRUCTION COST	COST ALLOCATION			
		FLOW	BOD	TSS	I&I (CON 1)
Equalization Basin	\$1,088,365	\$0	\$0	\$0	\$1,088,365
Equalization Pump Station	\$475,285	\$0	\$0	\$0	\$475,285
Maintenance Building	\$105,346	\$35,116	\$35,115	\$35,115	\$0
Control Building	\$401,051	\$133,686	\$133,682	\$133,682	\$0
Primary Clarifiers	\$209,322	\$167,458	\$20,932	\$20,932	\$0
Exstg T. Filter Pump Station	\$61,733	\$55,560	\$3,087	\$3,087	\$0
New T. Filter Pump Stations	\$855,485	\$769,937	\$42,774	\$42,774	\$0
Trickling Filter Improvements	\$1,351,588	\$540,635	\$810,953	\$0	\$0
Int/Final Clarifier Impr.	\$326,572	\$261,258	\$32,657	\$32,657	\$0
Chlorination System	\$75,217	\$60,174	\$7,522	\$7,522	\$0
Digester Complex	\$708,096	\$70,810	\$212,429	\$424,858	\$0
Yard Piping	\$797,152	\$717,437	\$0	\$79,715	\$0
Site Work	\$655,357	\$218,457	\$218,450	\$218,450	\$0
Heating/Ventilating	\$192,678	\$64,227	\$64,225	\$64,225	\$0
Electrical/Instrumentation	\$633,556	\$211,190	\$211,183	\$211,183	\$0
Sludge Vehicle	\$105,346	\$10,535	\$31,604	\$63,208	\$0
Sludge Lagoons	\$15,851	\$1,585	\$4,755	\$9,511	\$0
Subtotal	\$8,058,000	\$3,318,062	\$1,829,369	\$1,346,919	\$1,563,650
Contingencies (3%)	\$241,740	\$99,542	\$54,881	\$40,408	\$46,910
Step 2 Engineering Fees	\$560,000	\$230,593	\$127,134	\$93,606	\$108,668
Step 3 Engineering Fees	\$826,000	\$340,124	\$187,523	\$138,068	\$160,285
Interest During Construction	\$30,000	\$12,353	\$6,811	\$5,015	\$5,821
Total	\$9,715,740	\$4,000,674	\$2,205,717	\$1,624,015	\$1,885,333
% ALLOCATION		41.18%	22.70%	16.72%	19.40%

TABLE 9

ALLOCATION OF WWTP EQUIPMENT REPLACEMENT COSTS

PLANT COMPONENT	EQUIPMENT REPLACEMENT COSTS (P. WORTH)	EQUIPMENT REPLACEMENT COSTS \$/YR	COST ALLOCATION			
			FLOW	BOD	TSS	I&I (CON 1)
Equalization Basin	\$492,000	\$8,590	\$0	\$0	\$0	\$8,590
Equalization Pump Station	\$76,000	\$1,327	\$0	\$0	\$0	\$1,327
Maintenance Building	\$0	\$0	\$0	\$0	\$0	\$0
Control Building	\$0	\$0	\$0	\$0	\$0	\$0
Primary Clarifiers	\$192,000	\$3,352	\$2,682	\$335	\$335	\$0
Exstg T. Filter Pump Station	\$14,000	\$244	\$220	\$12	\$12	\$0
New T. Filter Pump Stations	\$145,000	\$2,532	\$2,278	\$127	\$127	\$0
Trickling Filter Improvements	\$1,079,000	\$18,839	\$7,536	\$11,303	\$0	\$0
Int/Final Clarifier Impr.	\$293,000	\$5,116	\$4,093	\$512	\$512	\$0
Chlorination System	\$60,000	\$1,048	\$838	\$105	\$105	\$0
Digester Complex	\$623,000	\$10,877	\$1,088	\$3,263	\$6,526	\$0
Yard Piping	\$0	\$0	\$0	\$0	\$0	\$0
Site Work	\$0	\$0	\$0	\$0	\$0	\$0
Heating/Ventilating	\$101,000	\$3,179	\$1,060	\$1,060	\$1,060	\$0
Electrical/Instrumentation	\$479,000	\$15,076	\$5,025	\$5,025	\$5,025	\$0
Sludge Vehicle	\$105,000	\$6,588	\$659	\$1,976	\$3,953	\$0
Sludge Lagoons	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal	\$3,659,000	\$76,768	\$25,478	\$23,718	\$17,655	\$9,917
			33.19%	30.90%	23.00%	12.92%

**DETERMINATION
of
USAGE RATES**

DETERMINATION OF USER CHARGE

The OM&R costs as previously allocated to FLOW, BOD, and TSS are to be divided by the projected annual flows and loadings to determine the unit rates for these causative elements.

FLOW:

$$\text{UNIT RATE per 1000 gal} = \frac{\$695,933}{631,677,540} \times 1000 = \$1.10172$$

BOD:

$$\text{UNIT RATE per pound} = \frac{\$352,443}{911,675} = \$0.38659$$

TSS:

$$\text{UNIT RATE per pound} = \frac{\$430,902}{1,017,220} = \$0.42361$$

TP:

$$\text{UNIT RATE per pound} = \frac{\$246,074}{24,279} = \$10.13514$$

DETERMINATION OF DEBT SERVICE CHARGE

The WWTP Debt Service costs as previously allocated to FLOW, BOD, and TSS are to be divided by the design annual flows and loadings to determine the unit rates for these causative elements. The WWTP Debt Service costs not recovered through the Debt Service Charge due the difference between design and projected flows and loads are to be recovered through the Connection 2 Charge. There is currently no Debt Service costs.

FLOW:

$$\text{UNIT RATE per 1000 gal} = \frac{\$0}{835,850,000} \times 1000 = \$0.00000$$

BOD:

$$\text{UNIT RATE per pound} = \frac{\$0}{2,837,875} = \$0.00000$$

TSS:

$$\text{UNIT RATE per pound} = \frac{\$0}{2,296,215} = \$0.00000$$

WWTP DEBT SERVICE COSTS NOT RECOVERED BY DEBT SERVICE CHARGE

FLOW:

$$(835850000 - 631677540.2) / 1000 \times \$0.00000 = \$0$$

BOD:

$$(2837875 - 911675) \times \$0.00000 = \$0$$

TSS:

$$(2296215 - 1017220) \times \$0.00000 = \$0$$

TOTAL:

\$0

CALCULATION OF USAGE CHARGE

The Usage Charge is the sum of both the User Charge and the Debt Service Charge.

FLOW:

User Charge :	\$1.10172
Debt Service Charge :	\$0.00000
	<hr/>
UNIT RATE per 1000 gal =	\$1.10172

BOD:

User Charge :	\$0.38659
Debt Service Charge :	\$0.00000
	<hr/>
UNIT RATE per pound =	\$0.38659

TSS:

User Charge :	\$0.42361
Debt Service Charge :	\$0.00000
	<hr/>
UNIT RATE per pound =	\$0.42361

TP:

User Charge :	\$10.13514
Debt Service Charge :	\$0.00000
	<hr/>
UNIT RATE per pound =	\$10.13514

DETERMINATION OF USAGE RATE PER 1000 GALLONS FOR NON INDUSTRIAL BILLING

FLOW					\$1.10172
BOD:	.001 MG X 8.34 X	300.00	=	2.5020	
	2.502 LB X	\$0.3866	=	\$0.96725	
TSS:	.001 MG X 8.34 X	350.00	=	2.9190	
	2.919 LB X	\$0.4236	=	\$1.23652	
TP:	.001 MG X 8.34 X	8.00	=	0.0667	
	0.06672 LB X	\$10.1351	=	\$0.67622	
TOTAL COST PER 1000 GALLONS:					\$3.982

**DETERMINATION
of
CONNECTION CHARGES**

DETERMINATION OF CONNECTION CHARGE

Connection 1 is to recover costs for billing administration, and operation and replacement costs attributable to I&I.

Connection 2 is to recover debt costs attributable to I&I.

Connection 3 is to recover costs of collection debt service, collection improvements, and any WWTP Reserve Capacity Debt Service.

The connection 1 and 2 charges are to be billed to each user of the Treatment Works. The connection 3 charge is to be billed for each user connection to nonresidential users and for each dwelling unit to residential users. Each sewer user shall be billed a minimum of a connection 1 charge, connection 2 charge, and connection 3 charge. A residential user with more than one dwelling unit shall be billed one connection 1 charge, one connection 2 charge, plus the number of dwelling units times the connection 3 charge.

Inflow and infiltration costs include those costs for that portion of total volume attributable to I&I multiplied by the flow user charge rate and debt service charge rate. The volume of I&I is determined to be .75 mgd or 273.75 mgd.

TABULATION OF CONNECTION 1 COSTS:

Customer Service & Info - 49640 (Billing Admin):				\$122,370
Customer Service Labor Costs from Admin & General:				\$746
I&I Equipment Replacement:				\$31,004
I&I contribution to flow user charge:				
	273,750 gal/1000 X	\$1.102	=	\$301,596
I&I Program:				\$36,920
I&I Program Labor Costs from Admin & General:				\$233
TOTAL CONNECTION 1:				\$492,869

TABULATION OF CONNECTION 2 COSTS:

I&I Debt:				\$0
I&I contribution to flow debt service charge:				
	273,750 gal/1000 X	\$0.000	=	\$0
TOTAL CONNECTION 2:				\$0

TABULATION OF CONNECTION 3 COSTS:

Collection Improvements (fixed assets):		\$662,520
All pre 1988 Debt Service:		\$0
Collection Debt Service:		\$0
Reserve Capacity Debt Service:		\$0
TOTAL COLLECTION 3:		\$662,520

DETERMINATION OF CONNECTION 1 RATE:

$$\text{Unit Rate} = \frac{\$492,869}{4172} \times \frac{1}{12} = \$9.84$$

DETERMINATION OF CONNECTION 2 RATE:

$$\text{Unit Rate} = \frac{\$0}{4172} \times \frac{1}{12} = \$0.00$$

DETERMINATION OF CONNECTION 3 RATE:

$$\text{Unit Rate} = \frac{\$662,520}{5322} \times \frac{1}{12} = \$10.37$$

TOTAL MINIMUM CONNECTION CHARGE / MN:	<u>\$20.21</u>
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CHARGE FOR EACH ADDITIONAL DWELLING / MN	\$10.37
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INFORMATION SUMMARY

SUMMARY OF RATE CHANGES

	2017	2018	2019	2020	2021	2022	2022-2021
Flow O&M Costs	\$554,704	\$571,479	\$618,302	\$614,696	\$673,441	\$695,933	3.34%
Flow O&M Units	631,338,510	627,224,086	624,990,843	619,750,349	623,399,318	631,677,540	1.33%
Flow User Rate	0.87862	0.91112	0.98930	0.99184	1.08027	1.10172	1.99%
Flow Debt Costs	\$0	\$0	\$0	\$0	\$0	\$0	NA
Flow Debt Units	835,850,000	835,850,000	835,850,000	835,850,000	835,850,000	835,850,000	NA
Flow Debt Rate	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	NA
Flow Usage Rate	\$0.87862	\$0.91112	\$0.98930	\$0.99184	\$1.08027	\$1.10172	1.99%
BOD O&M Costs	\$286,713	\$297,767	\$313,439	\$308,714	\$346,859	\$352,443	1.61%
BOD O&M Units	889,819	885,530	885,349	883,635	889,763	911,675	2.46%
BOD User Rate	0.32222	0.33626	0.35403	0.34937	0.38983	0.38659	-0.83%
BOD Debt Costs	\$0	\$0	\$0	\$0	\$0	\$0	NA
BOD Debt Units	2,837,875	2,837,875	2,837,875	2,837,875	2,837,875	2,837,875	NA
BOD Debt Rate	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	NA
BOD Usage Rate	\$0.32222	\$0.33626	\$0.35403	\$0.34937	\$0.38983	\$0.38659	-0.83%
TSS O&M Costs	\$348,058	\$358,983	\$372,635	\$376,389	\$427,269	\$430,902	0.85%
TSS O&M Units	1,011,722	1,006,718	1,016,708	1,007,508	1,014,656	1,017,220	0.25%
TSS User Rate	0.34403	0.35659	0.36651	0.37358	0.42110	0.42361	0.60%
TSS Debt Costs	\$0	\$0	\$0	\$0	\$0	\$0	NA
TSS Debt Units	2,296,215	2,296,215	2,296,215	2,296,215	2,296,215	2,296,215	NA
TSS Debt Rate	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	NA
TSS Usage Rate	\$0.34403	\$0.35659	\$0.36651	\$0.37358	\$0.42110	\$0.42361	0.60%
TP O&M Costs	\$248,258	\$250,471	\$237,106	\$238,071	\$246,643	\$246,074	-0.23%
TP O&M Units	24,617	24,382	23,393	23,564	23,727	24,279	2.33%
TP User Rate	10.08504	10.27274	10.13561	10.10334	10.39504	10.13514	-2.50%
TP Debt Costs	\$0	\$0	\$0	\$0	\$0	\$0	NA
TP Debt Units	0	0	0	0	0	0	NA
TP Debt Rate	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	NA
TP Usage Rate	\$10.08504	\$10.27274	\$10.13561	\$10.10334	\$10.39504	\$10.13514	-2.50%
Nonind. Usage Rt. per 1000 gal.	\$3.362	\$3.479	\$3.621	\$3.631	\$3.978	\$3.982	0.10%
Conn. 1 Costs	\$415,944	\$429,228	\$455,752	\$440,982	\$473,462	\$492,869	4.10%
Conn. 1 Units	48,684	49,284	49,464	49,632	50,004	50,064	0.12%
Conn. 1 Rate	\$8.54	\$8.71	\$9.21	\$8.89	\$9.47	\$9.84	3.91%
Conn. 2 Costs	\$0	\$0	\$0	\$0	\$0	\$0	NA
Conn. 2 Units	48,684	49,284	49,464	49,632	50,004	50,064	NA
Conn. 2 Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	NA
Conn. 3 Costs	\$439,890	\$416,220	\$427,680	\$480,650	\$555,330	\$662,520	19.30%
Conn. 3 Units	61,284	61,884	62,184	62,832	63,324	63,864	0.85%
Conn. 3 Rate	\$7.18	\$6.73	\$6.88	\$7.65	\$8.77	\$10.37	18.24%
Total Connection	\$15.72	\$15.44	\$16.09	\$16.54	\$18.24	\$20.21	10.80%

TYPICAL BILLS

RESIDENTIAL, COMMERCIAL, AND PUBLIC:

<u>Usage</u>	<u>2021 Rate</u>	<u>2022 Rate</u>	<u>% Change</u>
2,000 gal/mnth	\$26.20	\$28.17	7.52%
3,000 gal/mnth	\$30.17	\$32.16	6.60%
4,000 gal/mnth	\$34.15	\$36.14	5.83%
5,000 gal/mnth	\$38.13	\$40.12	5.22%
10,000 gal/mnth	\$58.02	\$60.03	3.46%
15,000 gal/mnth	\$77.91	\$79.94	2.61%
20,000 gal/mnth	\$97.80	\$99.85	2.10%
40,000 gal/mnth	\$177.36	\$179.49	1.20%
60,000 gal/mnth	\$256.92	\$259.13	0.86%

<p>2022 SEWER SERVICE CHARGE SYSTEM REVENUE PROJECTIONS BY USER CLASSIFICATION</p>

RESIDENTIAL:	\$1,934,399.60
COMMERCIAL:	\$525,822.26
PUBLIC:	\$0.00
INDUSTRIAL:	\$118,534.58

TOTAL	\$2,578,756.45

RESOLUTION NO. _____

APPROVING CHANGES IN THE SEWER RATE SCHEDULE

WHEREAS, City Ordinance Number 745 requires that the City annually reassess and, as necessary, revise the Sewer Service Charge System in use to insure the proportionality of the user charges and to insure the sufficiency of funds to maintain the capacity and performance to which the facilities were constructed, and to retire the construction debt; and

WHEREAS, the operational control and management of the municipal wastewater treatment and collection facilities has been transferred to the Water and Light Commission pursuant to Section 6.02 of the City of Worthington Charter; and

WHEREAS, under Section 6.04 of the City of Worthington Charter, the Water and Light Commission shall have the power to fix rates and charges for utility services, including such services furnished to the City, and to provide for the collection thereof subject to such ordinances as the City Council may adopt; and

WHEREAS, The General Manager of Worthington Public Utilities has prepared the 2022 Sewer Service Charge System dated November 11, 2021, establishing rates and charges for the year 2022; and

WHEREAS, The Water and Light Commission did, on November 15, 2021, approve the 2022 Sewer Service Charge System as prepared and recommends its adoption; and

WHEREAS, Chapter 51 of the City Code requires that changes in Sewer Service rates and charges be adopted by Council Resolution and published in the local newspaper.

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

1. That the 2022 Sewer Service Charge System, prepared by the General Manager of Utilities, and dated November 11, 2021, be hereby adopted.
2. That said Sewer Service Charge System is to be effective with the January 2022 billing period.

Adopted by the City Council of the City of Worthington, Minnesota, this the 22nd day of November, 2021.

(SEAL)

Mike Kuhle, Mayor

Mindy L. Eggers, City Clerk

PUBLIC SAFETY MEMO

DATE: NOVEMBER 19, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

CASE ITEMS

1. RESOLUTION FOR PROGRAM AUTHORIZATION WITH MN DEPARTMENT OF PUBLIC SAFETY

The Worthington Police Department has participated in a small arms agreement with the Minnesota Department of Public safety for over 25 years. As part of the agreement, WPD must maintain authorization from City Council, abide by federal protocols, and supervise the appropriate use of the property.

Council action is requested to adopt the resolution shown as *Exhibit 1* to authorize continued participation in the program.

2. 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 2*) accepting the \$100 donation.

RESOLUTION AUTHORIZATION

BE IT RESOLVED, the Worthington Police Department receive authorization to maintain, and utilize controlled property transferred from the Minnesota Department of Public Safety, Law Enforcement Support Office (LESO), to enhance public safety in the City of Worthington.

The Director of Public Safety for the City of Worthington is hereby authorized to execute the project on behalf of the Worthington Police Department.

I certify that the above resolution was adopted by the City Council of Worthington, Nobles County, Minnesota this 22nd day of November 2021.

(SEAL)

SIGNED:

WITNESSETH:

Mayor

City Clerk

Date

Date

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 L. Eggers, Its Clerk

ADMINISTRATIVE SERVICES MEMO

DATE: NOVEMBER 19, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

CONSENT AGENDA CASE ITEM

1. APPLICATION FOR PARADE PERMIT / TO BLOCK STREET(S) - DOWNTOWN HOLIDAY PARADE

The Community Image Committee of the Worthington Area Chamber of Commerce has submitted an application for parade/street closure from **3:00 p.m. to 8:00 p.m on Friday, December 3, 2021** for the 2021 Holiday Parade. *They are rescheduling due to weather from the original date of November 12, 2021.*

Heidi Hanten has been designated as the safety officer for the event. All the required paperwork and a certificate of liability insurance coverage in the amount of \$1,000,000 (with the City named as additional insured) has been received.

Council action is requested to approve the date of Friday, December 3, 2021.

CASE ITEMS

2. THIRD READING PROPOSED ORDINANCE RELATING TO STORM UTILITY RATES

Pursuant to published notice this is the time and date set for the third reading of a proposed ordinance Relating to Storm Utility Rates.

Staff stated the amended annual fee for the Storm Water Utility Rate would be increased to \$295.00 per acre. The change would take effect on January 1, 2022.

A complete copy of the ordinance is included in your November 8, 2021 Council Agenda.

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

3. SECOND READING PROPOSED ORDINANCE TO AMEND TITLE XV OF THE CITY CODE OF WORTHINGTON, NOBLES COUNTY, MINNESOTA, TO

**REZONE PROPERTY FROM “T-Z” (TRANSITION ZONE) TO “PUD 7”
(PLANNED UNIT DEVELOPMENT 7)**

Pursuant to published notice this is the time and date set for the second reading of a proposed ordinance to Amend Title XV of the City Code of Worthington, Nobles County, Minnesota, to Rezone Property from “T-Z” (Transition Zone) to “PUD 7” (Planned Unit Development 7)

A complete copy of the ordinance is included in your November 8, 2021 Council Agenda.

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

4. **RESOLUTION AND APPLICATION TO CONDUCT OFF-SITE GAMBLING -
CURRIE TOWN & COUNTRY BOOSTERS, INC.**

Currie Town & Country Boosters, Inc. is requesting Council approval of an Application to Conduct Off-Site Gambling for bingo events they will be conducting on the following dates:

January 12, 2022	January 26, 2022
February 9, 2022	February 23, 2022
March 9, 2022	March 23, 2022
April 6, 2022	April 20, 2022

The bingo events will take place at the Worthington Event Center, 1447 Prairie Drive. The application is required to be acknowledged by resolution by the local unit of government prior to submission to the state for approval.

A copy of the LG230 Application to Conduct Off-Site Gambling is attached as *Exhibit 1*, along with a resolution regarding the approval.

Council action is requested to adopt the resolution approving the application to conduct Off-Site Gambling for the Currie Town & County Boosters, Inc. for their bingo events noted above.

5. **CONTRACT SERVICES AGREEMENT – RENTAL HOUSING ORDINANCE
REVISION**

City Council suspended the Rental Housing Registration and Inspection Program at the February 22, 2021 meeting based on its ineffectiveness and the public health crisis that had hindered operations for nearly a year. Council directed Staff to begin work on a policy analysis for a redesigned program to protect the health, safety and welfare of the City's residents.

The City of Worthington adopted Ordinance § 150.10 on December 11, 2006 for the purpose of regulating privately and publicly owned rental units to:

- Protect, preserve, and promote the physical and mental health and social well-being of the people;
 - Prevent and control the incidence of communicable diseases;
 - Reduce environmental hazards to health;
 - Maintain adequate sanitation; and
 - To protect the safety of the people and to promote their general welfare.

Since its inception, the program struggled to achieve its stated purpose. It lacked sufficient enforcement mechanisms to gain entry to rental units which could take months and required significant legal costs. The Ordinance also has failed to provide sufficient penalties for property owners who routinely failed to pass inspections and refused to bring their properties into compliance with its minimum standards. The program also treated all properties equally regardless of history of compliance.

Staff is recommending retaining Ken Bickner on an hourly contract basis to assist in:

- Developing a Rental Housing Ordinance, or adapt the existing Ordinance, so that it is:
 - Effective in maintaining the safety and general quality of housing in the community,
 - Easily and effectively enforced,
 - Integrated with other programs or departments, including Building Inspection and Public Safety. Integration with Building Inspection will allow pooling of resources during shifting workloads,
- Developing a robust and reliable recordkeeping/database and reporting methods, Developing a realistic and workable plan for regularly scheduled and complaint-based inspection of all rental housing in Worthington. The plan will be developed in collaboration with City staff, with input from stakeholder groups within Worthington, and
- Working with legal counsel to develop an administrative fine policy that is enforceable and encourages compliance or provides sufficient penalties for non-compliance.

Mr. Bickner has a Civil/Environmental Engineering degree from the University of Iowa. His experience includes several years with Linn County Iowa as a Specialist in their Healthy Homes program. There, he assisted in developing a rental home inspection program, inspected rental housing and pursued enforcement as necessary.

Mr. Bickner will perform his work at City Hall and has requested a fee of \$40.00 per hour. It is anticipated that this endeavor will take several months to completion. A revised ordinance and program will be presented to the City Council for their consideration.

Council action is requested.

6. **PROFESSIONAL SERVICES AGREEMENT - OPERATIONS AND MANAGEMENT OF THE INDUSTRIAL WASTE WATER TREATMENT FACILITY**

The City of Worthington owns and is responsible for operation of the Industrial Waste Water Treatment Facility (IWWTF) located along Hwy 60, near the Worthington Rendering Co. facility. The treatment facility treats discharges from the JBS facility.

The City has contracted services for operation and management of the treatment facility since the mid-1990's. The agreement with the current operator, Veolia North America, terminates at the end of 2021. The City solicited proposals from three organizations that are experienced in operating industrial facilities. Submittals were received from two respondents with Veolia deciding not to pursue the opportunity. Staff reviewed the proposals and forwarded the recommendation to JBS that the City enter into a three-year agreement with the firm of Woodard and Curran. JBS was in agreement with Staff's recommendation.

The agreement, included as *Exhibit 2*, has been reviewed and approved by Staff, LMC legal counsel and our insurance representative. Costs for operations are passed on to the user and thus has no impact on the levy or taxpayers.

Staff recommends approval of the agreement and requests execution by the Mayor and Clerk.

7. **CONSIDERATION OF CITY ADMINISTRATOR EMPLOYMENT AGREEMENT**

The City Administrator's current three-year employment agreement expires at the end of 2021. Council and the Administrator met earlier this year and agreed to terms for another three-year agreement setting salary and benefits for the years 2022, 2023 and 2024. The agreement is included as *Exhibit 3*.

Council action is requested and if approved, authorize execution by the Mayor and Clerk.

8. **APPOINTMENT OF DESIGNATED BUILDING OFFICIAL**

Minnesota Statute 326B.133 mandates that municipalities have a designated Building Official to administer the code. With the upcoming retirement of the City's Building

Official, we are required to name a designated an interim replacement. Staff recommends naming Gene Abbott as the designated Building Official effective November 30, 2021.

Council action is requested.

9. AUDIT ENGAGEMENT LETTER

Staff has received a proposal for the 2021 year-end audit services from Drealan, Kvilhaug, Hoefker & Co., P.A. The maximum would not exceed \$22,800 for the Financial Statement Audit and \$460 for out-of-pocket expenses. Staff recommends approval of the proposal shown at *Exhibit 4*.

Council action is requested for approval of the proposal from Drealan, Kvilhaug, Hoefker & Co., P.A. for the 2021 year-end audit expenses.



OFFICE OF THE CITY CLERK

CITY OF WORTHINGTON ■ 303 NINTH STREET, PO Box 279 ■ WORTHINGTON, MN 56187
TELEPHONE: (507) 372-8600 ■ FAX: (507) 372-8630 ■ www.ci.worthington.mn.us

RESOLUTION

REGARDING OFF-SITE GAMBLING PERMIT

RESOLVED, the City of Worthington agrees to approve the off-site gambling permit for the Currie Town & County Boosters, Inc., to conduct bingo at the Worthington Event Center, 1447 Prairie Drive, Worthington, Minnesota, on the following dates:

January 12, 2022

February 9, 2022

March 9, 2022

April 6, 2022

January 26, 2022

February 23, 2022

March 23, 2022

April 20, 2022

Council members _____ and _____ moved the approval of the foregoing gambling permit at the regular November 22, 2021 Council meeting and the same was approved upon unanimously yea vote of all members present.

(SEAL)

Witness my hand and seal of office at Worthington, Minnesota, this 22nd day of November, 2021.

City Clerk

“Proprietary and Confidential Document”



OPERATIONS AND MAINTENANCE AGREEMENT

Dated:
January 1, 2022

**City of Worthington, Minnesota
Industrial Wastewater Treatment Facility
And
Woodard & Curran**

Contract Operations and Maintenance Agreement

This Agreement describes mutual responsibilities, overall objectives, and performance expectations of the operational partnership entered into here by Woodard & Curran Inc. (W&C), a Maine corporation, whose Principal Place of Business is based at 41 Hutchins Drive, Portland, ME 04102, Tax I.D. No. 01-0363222, and The City of Worthington, (the Client), whose address is 303 Ninth Street, Worthington, Minnesota 56187 and its successors and assigns.

RECITALS

WHEREAS, the Client is the owner of an industrial wastewater treatment system (the Facility) that is described in Exhibit A to this Agreement; and,

WHEREAS, the Client desires to engage W&C to operate and maintain the Facility on behalf of the Client and W&C desires to accept such engagement, all upon the terms and conditions hereafter set forth; and

WHEREAS, W&C is experienced and capable of providing certain operation and maintenance services for the Facility; and

WHEREAS, the Client is authorized by law to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

ARTICLE I - RESPONSIBILITIES OF WOODARD & CURRAN

1.01 Commencing on January 1, 2022 or such other mutually acceptable date agreed to in writing between W&C and the Client (the "Effective date"), W&C will provide all routine operation and maintenance of the Client's Facility (as described in Exhibit B of the Agreement- "Woodard & Curran Scope of Services") on a seven day per week basis within the design capabilities of the Facility. Basic Design Data is provided in Exhibit A to this Agreement ("Design Capabilities for Industrial Wastewater Treatment Facility")

1.02 W&C shall communicate with the designated Client liaison as described in Article 2.01 (g) of this Agreement, regarding decisions and other matters related to the operation of the Facility. In addition, W&C shall advise the Client and serve as the Client's liaison to regulatory agencies and consumers in matters related to the operation of the Facility.

1.03. Additional operation and maintenance services not considered routine (as listed in Exhibit B of the Agreement), or which are required as a result of an "Act of God" or force majeure, including but not limited to flood, abnormal weather conditions, natural catastrophes, fire, civil disturbance, pandemics, terrorism, interruption of electric or other utility service, equipment failure or equipment deficiency due to design defect or failure of Client to make necessary investments in the equipment, or any other reason beyond W&C's control ("Force Majeure"), are not covered within the scope of this Agreement and W&C shall be excused from any performance due to Force Majeure. If requested and practicable, W&C will assist the Client in obtaining or providing the operation and maintenance so required and W&C will be paid for such assistance in accordance with Article III, Compensation of this Agreement. W&C shall make reasonable efforts to secure the Facilities at appropriate times, within the limits of the security devices provided by the Client, to protect against vandalism and intrusion. To the extent possible, W&C shall keep buildings and gates locked and will have on-site staff coordinate with public safety officials on behalf of client with respect to security for buildings and property, in so doing making reasonable efforts to prevent break-ins and vandalism. W&C shall rely on client's security and public safety staff for ultimate control and responsibility for the security of property and equipment.

ARTICLE II - RESPONSIBILITIES OF THE CLIENT

2.01 As part of this Agreement, the Client agrees to assume the following responsibilities:

- (a) Client shall maintain in full force and effect, in accordance with its respective terms, all guarantees, warranties, easements, permits, licenses, and other similar approvals and consents received or granted to the Client as Owner of the Facility and component parts thereof;
- (b) The Client will be responsible for payment of capital costs as described in Exhibit B. Client shall also be responsible for expenditures for any capital repairs or replacement required as the result of a W&C health & safety and cyber-security inspections/audits; W&C will provide justification and review of the related factors for such expenditure. All capital repairs ~~and/or~~ replacement shall be pre-approved by the Client.
- (c) Client shall at all times provide access to the Facility for W&C, its agents and employees and shall assure that security and public safety officials responsible for the community and area coordinate their activities and patrols to protect personnel and property on-site;
- (d) Client shall provide W&C with the use of all existing equipment and associated parts currently in stock owned by the Client, necessary for the operation and maintenance of the Facility;
- (e) Client shall be responsible for damage and liability to the Facility or components thereof and public health caused by flood, fire, Acts of God or other Force Majeure, civil disturbance, pandemics, terrorism or misuse of property (other than misuse by W&C);
- (f) Client shall be responsible for all fines imposed for process upsets and violations of water quality standards attributable to the operation and maintenance of the Facility to the extent outside W&C 's responsibility as set forth in Exhibit B, Item 1;
- (g) Client shall designate an individual to act as authorized representative overseeing W&C in connection with the performance of services by W&C under this Agreement;
- (h) Client shall provide all criteria and full information as to the Client's requirements for W&C's services, including without limitation, objectives, constraints, standards or budgets including any limitations thereof;
- (i) Client shall give prompt written notice to W&C whenever the Client observes or otherwise becomes aware of any development that affects the scope or timing of W&C's services or any failure of W&C to perform in accordance with the terms and conditions of the Agreement;
- (j) Client shall be responsible for all fines imposed by OSHA for any capital repairs or replacement related to health & safety not made in accordance with Part (b) of this Article 2.01;

2.02 Client will purchase and maintain at its sole expense property and structure liability insurance and flood and fire insurance policies, including extended coverage, plus coverage for vandalism and malicious mischief for the full and insurable value of the facilities and insurance for bodily injury or death to the Client's employees, agents or invitees as well as cyber risk insurance. In addition, the Client will name W&C as additionally insured on the above required liability policies. Client and W&C waive all rights against each other and any persons for organizations for which either is responsible for bodily injury, death, or property damages to the extent covered by the insurance's maintained by each party pursuant to this Article or other applicable insurance, except such rights as they have to proceeds of such insurance held by the Client as fiduciary. This waiver of subrogation shall be effective as to a person or entity even though that person or entity did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest.

2.03 Client agrees to compensate W&C in a timely way as provided in Article III, Compensation.

ARTICLE III - COMPENSATION

3.01 Compensation to W&C for services performed shall be the Cost-Plus-Fixed Fee Method as defined and indicated herein.

3.02 Compensation for services performed under the Cost-Plus-Fixed Fee Method shall be based on, and W&C shall be paid, reimbursement of actual undisputed costs incurred by W&C in its performance of the work and services pursuant thereto, (hereinafter referred to as "Reimbursable Costs"), plus a Fixed Fee, as defined herein.

3.02.1 Reimbursable Costs shall be Direct Salary & Benefits, Overhead Costs, Chemical Costs, Sludge Disposal Costs, Maintenance and Repair Costs, Lab Supplies and Equipment Costs, Office Supplies Costs, Miscellaneous Expenses, Other Operating Costs, and Utilities Costs as are defined in the table in Exhibit C – Woodard & Curran Pricing Approach.

3.02.2 As compensation for the Reimbursable Costs for the first twelve (12) months of the standard services rendered by W&C pursuant to this Agreement, the Client shall pay to W&C the sum of \$805,947, payable in twelve (12) equal monthly payments of \$67,162, commencing with the Effective Date as set forth in Article I Section 1.01 above for total Reimbursable Costs related to the Facilities. The budgetary breakdown associated with the Reimbursable Costs is found in the table in Exhibit C.

3.03 The Client shall also pay W&C a Fixed Fee, as set forth in the approved annual budget related to the Facilities. The Fixed Fee shall be eight percent (8%) of the sum of the Reimbursable Costs plus any additional costs payable to W&C hereunder. The Fixed Fee budget is outlined in Exhibit C and is subject to review or modification only as otherwise provided in this Agreement. As compensation for the Fixed Fee for the first twelve (12) months of the standard services rendered by W&C pursuant to this Agreement, the Client shall pay to W&C the sum of \$62,021, payable in twelve (12) equal monthly payments of \$5,168, commencing with the Effective Date as set forth in Article I Section 1.01 above for the total Fixed Fee related to the Facilities.

3.03.1 The monthly compensation for Reimbursable Costs and Fixed Fee will be billed at the beginning of the month for which it is due. The Client will have thirty (30) days in which to pay the W&C invoice. Late payments shall accrue interest at the then current prime rate plus two (2%) percent per annum on the unpaid balance.

3.04 Annual Adjustments. By the date of execution of this Agreement and by each November thereafter, an Estimated Annual Budget, including all costs will be negotiated. Negotiations shall begin and an initial budget shall be submitted by November of each year and finalized by December 15th of each year of the contract. This method will enable Client and W&C to evaluate any deficiencies and/or changes in Scope of Services to establish the new Annual Budget in each successive year of the Agreement. If negotiations have not been completed prior to a contract year, the Annual Budget should be set at one hundred percent (100%) of the previous Annual Budget on a preliminary basis until negotiations are completed and the Annual Budget is adjusted, and credits made for any differences between the one-hundred percent (100%) amount and the new Annual Cost Budget and agreed upon within thirty (30) days after the Annual Budget is approved.

3.05 Adjustments Based on Increased or Decreased Operating Costs. In the event that any changes in the scope of the operations for regulations applicable to, the Facilities shall occur from and after the Effective Date, including, but not limited to, changes in governmental regulations or reporting requirements, effluent quality standards, monitoring requirements, level of treatment, personnel qualifications, staffing rules or changes in the scope of the W&C Services (as set forth in Exhibit B) which increase or decrease the cost of operating the Facilities, then, in that event, the Client shall provide for an increase or decrease in the W&C Compensation, as reasonably determined by W&C and agreed to by the Client, retroactive to the date of such notification by W&C or the Client (which shall include a reasonably detailed explanation for the increase to the W&C Compensation).

3.06 Maintenance and Repair Costs.

a. Costs up to \$4,000.00. W&C shall pay the costs of all individual repair parts, maintenance materials, supplies and outside maintenance service items (collectively, "M&R Items") under \$4,000.00 per event, excluding W&C labor costs, during the term of this Agreement. The annual budget for such M&R Items costing less than \$2,000 is included in the annual fees to be paid to W&C and is initially established at \$30,000. The Client shall approve in advance and pay for M&R Items that exceed the annual budget. Such approval and payment shall not be unreasonably withheld.

b. Costs \$4,000.00 and above. Any M&R Item which costs in excess of \$4,000.00 per event, excluding W&C labor costs, shall be approved by the Client and paid for in its entirety directly by the Client. Notwithstanding anything to the contrary in this Section 3.06, W&C shall have the right, in emergency situations, to authorize the expenditure of monies for M&R Items where the failure to do so would have an adverse effect, as determined by W&C, on safety, the Facilities or the Client Equipment.

3.07 Transition Fee Component. The Client shall pay W&C, as Compensation for the Transition Fee Component a total amount of \$92,000. This amount shall be amortized over three (3) of the Client's budget years, beginning with the Client's current budget year. The annual budget amount of \$30,666.67 shall be paid by the Client to W&C each year, in twelve (12) equal monthly payments of \$2,555.56 commencing with the Effective Date as set forth in Article I Section 1.01 above for the Transition Fee Component related to the Facilities. The parties agree that the Transition Fee Component will not be adjusted annually. If the Client should terminate this Agreement prior to repayment of the full transition fee component, then the Client will be responsible for the prorated remaining balance (as described in **Exhibit C-1**). Woodard & Curran will begin on-site transition management services on December 1, 2021.

3.08 Additional Capital Investments. The Client and W&C will work together to develop, agree on and execute more substantive capital upgrade projects in an effort to further reduce the Facilities operating and maintenance costs, and/or improve operations control, productivity and compliance. Projects identified and brought forward by W&C will be presented to and approved by the client on a case-by-case basis. Funding approaches will be discussed prior to project approvals. In the event the client and W&C agree that W&C will supply any of the capital necessary to effect the upgrade project, W&C and the client will, following appropriate internal approvals, structure a separate capital recovery and security agreement for W&C to recover its capital cost and risk, and which will include provisions satisfactory to both parties. W&C will provide appropriate conditions, including a termination provision, conforming to Generally Accepted Accounting Principles ("GAAP") standards, to allow the client to exercise its rights under the provisions of the agreements while protecting W&C's right to recover and secure its capital investments. Cost, quality and/or productivity savings generated by these projects, net of any payments or other capital recovery mechanisms employed, will be shared by the Parties on a negotiated basis.

3.09 Contingency or Out-Of-Scope Services includes funds for projects and services that have not been included elsewhere in the annual budget and are not clearly defined. Expenditures under this category will need prior written approval by the Client. A Fixed Fee rate of eight (8) percent will be added to all Contingency or Out-Of-Scope Services expenses. Contingency or Out-Of-Scope Services expenses will be billed on a monthly basis.

3.10 W&C shall provide a narrative statement, in a Monthly Operating Report (MOR), to the Client on a monthly basis. The MOR shall describe the work accomplished, any problems encountered, and their resolution by W&C during the period by reference to the tasks described in the Scope of Services.

3.11 Invoices are to be forwarded directly to the following:

For Operations and Maintenance (O&M) Invoices

Client Address:

The City of Worthington

PO Box 279

303 Ninth Street

Worthington, MN 56187

3.13 In the event that this Agreement is terminated or canceled, or W&C's services are suspended on this Agreement, prior to completion, payment shall be made in accordance with the provisions of Article V, Termination.

ARTICLE IV - TERM OF AGREEMENT

4.01 This Agreement shall remain in full force and effect for three (3) years from the Effective Date.

4.02 The term of this Agreement may be extended for consecutive terms as mutually agreed by the Client and W&C as provided in Article 5.05.

ARTICLE V - TERMINATION

5.01 This Agreement may be terminated upon sixty (60) days written notice given by the Client to W&C for default by W&C or in the event a federal or state regulatory agency fines the Client, which fine W&C is required to pay by the terms of Exhibit B (Item 1 below), and in the event of a default by W&C, should W&C fail to appropriately cure the default within an additional sixty (60) day period.

5.02 This Agreement may be terminated upon sixty (60) days written notice given by W&C to the Client for default by the Client and the Client's failure to appropriately cure the default within an additional thirty (30) day period.

5.03 During the first year of this Agreement, the Agreement may be terminated by either party without cause after providing the other party with one hundred twenty (120) days written notice. In the event Client exercises this provision of the Agreement prior to execution of the full term as stipulated in Article IV above, Client shall owe W&C all invoiced fees through the date of termination plus one year's fixed fee as described in Article 3.03 based on the most recent negotiated annual fee.

5.04 In the event the Client terminates the Agreement for any reason prior to the conclusion of the initial term, Client agrees to reimburse W&C the balance of the transition cost monies owed in Exhibit C-1.

5.05 This Agreement may be suspended indefinitely by W&C after forty-five (45) days for non-payment of invoices submitted to Client pursuant to Article 3.07. Failure to provide payment for sixty (60) days shall constitute a default and be subject to the terms stipulated in Article 5.02.

5.06 This Agreement may be renewed for additional three (3) year terms unless either party notifies the other in writing of its decision to end the Agreement no less than one hundred twenty (120) days before the expiration of the then current term.

5.07 The Client may terminate this agreement with ninety (90) days' notice if JBS or a future Owner terminates operation of the production facility or with one hundred eighty (180) day notice without cause after the first year.

ARTICLE VI - QUALITY OF PERFORMANCE

6.01 W&C's objective is to provide its clients with quality operational services, consistent with industry standards. To that end, W&C seeks an operational partnership with the Client to achieve a level of performance consistent with industry standards and expects to be held accountable for delivering performance against such standards. If at any time the Client is less than fully satisfied, this should be communicated to W&C, and if the Client is ultimately not satisfied with W&C's performance, the Client may request a change in the management team overseeing its project.

ARTICLE VII - CHANGES

7.01 Woodard & Curran or the Client may request, respectively, changes in the services authorized under this Agreement which are within the general scope of this Agreement, including without limitation, additional operational and maintenance services not considered "routine" (for example: construction and installation of capital projects and repairs caused by events outside W&C's control if these cannot be accommodated within normal operational hours and normal expense budgets), changes required by new or revised laws, rules, regulations or code requirements, or new or amended orders of any public authority or court, the happening of Force Majeure including without limitation, flood, fire, act of

God, civil disobedience, pandemics, terrorist acts, or other causes beyond W&C's reasonable control or which result from W&C encountering conditions or circumstances during performance of its services under this Agreement which are materially different from those described or represented by the Client regarding the operational or maintenance characteristics or circumstances of the Facility. These changes may be made only by written work change orders, executed by the Client and W&C, unless accomplished under emergency conditions with verbal authorization.

7.02 In the event changes in the work result in increased work, the Client will pay W&C for hours worked, equipment used, and materials expended in accordance with Articles III, Compensation.

7.03 In an emergency affecting the safety of persons or property, W&C may act, at its discretion, to prevent threatened damage, injury or loss. Any increase in the monthly fee or extension of time claimed by W&C on account of acts taken in connection with such emergency shall be paid to W&C in accordance with Article 7.02 above.

ARTICLE VIII – INSURANCE AND LIMITATIONS

8.01 W&C will provide and maintain at all times during the term of this Agreement the following minimum insurance coverage:

- (a) Workers Compensation Insurance in compliance with the statutes of the state of Minnesota, which has jurisdiction of W&C employees engaged in the performance of services hereunder, and Employer's Liability Insurance with a minimum limit of **ONE MILLION DOLLARS (\$1,000,000.00)**;
- (b) Commercial General Liability Insurance with a minimum combined single limit of **TWO MILLION DOLLARS (\$2,000,000.00)**, per occurrence, including the broad form property damage endorsement, and shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability; and,
- (c) Automobile Liability Insurance (owned, non-owned, or hired vehicles) minimum combined single coverage limit of **ONE MILLION DOLLARS (\$1,000,000.00)**.
- (d) Errors and omissions coverage under W&C's corporate professional liability insurance, with a minimum professional liability insurance limit of **(TWO MILLION DOLLARS (\$2,000,000.00))** per ~~occurrence~~claim.

W&C will furnish the Client with Certificates of Insurance as evidenced that policies providing the required coverage's and limits are in full force and effect. In addition, W&C shall name the Client as additionally insured on the general liability policy and automobile liability policy. Such policies shall provide that no less than thirty (30) days advance notice of cancellation, termination, or alteration shall be sent directly to W&C and the Client, or ten (10) days written notice for non-payment of premium. W&C's insurance shall be primary and non-contributory to any other coverage available to the Client.

8.02 Unless covered by insurance carried by W&C pursuant to Article 8.01 of this Agreement, in which case the coverage and limits specified to be maintained shall only apply to such covered liabilities, the aggregate liability of W&C for any and all claims, damages, costs, or expenses, including attorneys' fees resulting from W&C's performance or nonperformance of its obligations under this Agreement, whether based in breach of contract, breach of warranty, tort including negligence, strict liability or otherwise, shall not exceed the total annual compensation paid for the services out of which the claim or damage, costs, or expense arose, but in no event shall W&C be liable for any consequential or special damages such as loss of profits or revenue, or the loss of use of Client's Facilities or property. However, W&C's failure to maintain the insurance required in this Agreement shall not limit any defense or indemnification obligation owed to the Client.

8.03 W&C will supervise all regulatory compliance and financial transactions pertaining to the day-to-day operation of the Facility. Subject to the limitations of this Article, W&C shall operate the Facility in compliance with state and

federal regulatory requirements. W&C will pay all fines imposed for process upsets and violation of wastewater discharge standards unless the process upsets or violations are attributable to:

- (a) Influent flows and loads that are not within the design capabilities of the Facilities, including but not limited to soluble oil, heavy metals, other toxic substances, excessive suspended solids, and excessive organic loadings (see Exhibit A for design flows),
- (b) The upset is caused by the presence of hazardous or biological toxic substances
- (c) The malfunction or failure of equipment giving rise to the violation which is not due to the sole causation of W&C, or
- (d) Failure by the Client to fulfill its obligations under this Agreement or other agreements with regulatory agencies,

ARTICLE IX - INDEMNIFICATION

9.01 W&C agrees to defend, indemnify and hold the Client harmless from any liability, claim, demand or cause of action resulting from bodily injury to or illness or death of any person or destruction or damage to any property to the extent caused by the negligence of W&C or its employees in the performance of the services of this Agreement. To the extent a claim is covered by W&C's professional liability/errors and omissions insurance, W&C shall not be required to defend the Client.

9.02 Client agrees to defend, indemnify and hold W&C harmless from any liability claim, demands or cause of action resulting from bodily injury to or illness or death of, any person or destruction of or damage to any property to the extent caused by the negligence of the Client or its employees.

9.03 In the event that both W&C and the Client are found by a finder of fact to be negligent, and the negligence of both is the proximate cause of the claim, damage, cost or expense, then in such event, each part shall be responsible for the portion of the liability equal to its comparative share of the total negligence.

9.04 Client acknowledges that, in seeking services of W&C in this Agreement, the Client is requesting W&C to undertake uninsurable environmental and other operational obligations for the Client's benefit. Therefore, the Client agrees that, except to the extent such liability may arise solely out of the negligence or willful misconduct of W&C or its employees and the performance of services under this Agreement, the Client shall defend, indemnify and hold harmless W&C, its officers and employees from and against any and all claims, losses, damages and liabilities, including but not limited to cost of defense and reasonable attorneys' fees, arising under local, state, or federal laws or regulations including but not limited to, the Clean Air Act, the Clean Water Act, CERCLA, RCRA, or analogous state or local laws directly or indirectly connected with the alleged or threatened discharge, dispersal, release, migration of pollutants, contaminants, or chemicals which may be present at or beneath the Facility's premises. Notwithstanding anything to the contrary in this Article, the Client shall not be under obligation to defend or indemnify W&C, its officers or employees from any criminal proceedings, fines, or sanctions unless they are attributable to those causes deemed as exceptions (Exhibit B, Item 1) to W&C's compliance obligations.

ARTICLE X - MISCELLANEOUS

10.01 This Agreement represents the entire Agreement of the parties and may only be modified or amended in writing, signed by both parties.

10.02 Written notices required to be given under this Agreement shall be deemed given when mailed by first class mail, to W&C, Attention: Steven F. Niro, Executive Vice President, and to the Client, Attention: Steve Robinson, PE, City Administrator at the addresses set forth for each in the opening paragraph of this Agreement.

10.03 No waiver, discharge, or renunciation of any claim or right of W&C arising out of breach of this Agreement by the Client shall be effective unless signed in writing by W&C and supported by separate consideration.

10.04 This Agreement shall be deemed to have been made in the state of Minnesota and shall be governed by and construed in accordance with the laws of the state of Minnesota.

10.05 If a dispute arises pursuant to this Agreement and is not resolved by mutual agreement within sixty (60) calendar days and given written notice of the Dispute, a mutually acceptable third party (Facilitator) having expertise in the subject matter of the dispute would be engaged to mediate the Dispute. The expense of the Facilitator would be shared equally by the parties involved in the Dispute. This mediation process would involve a minimum of two face-to-face meetings within a sixty (60) calendar day period, beginning on the date of the Facilitator's assignment to the Dispute.

A party may pursue any legal remedy for a dispute not resolved by mutual agreement or mediation.

IN WITNESS THEREOF, W&C, by its duly authorized Officer, and the Client, by its duly authorized Administrator, have executed this Agreement as to the date and year first above written.

Client

Attest _____ L.S. By: _____ L.S

(Print Name)

(Title)

(Date)

Woodard & Curran Inc.

Attest _____ L.S. By: _____ L.S

Steve Niro

Executive Vice President

(Date)

EXHIBIT A

DESIGN CAPABILITIES FOR INDUSTRIAL WASTEWATER TREATMENT FACILITY

The Facility and Design Capabilities of the City of Worthington, MN Industrial Wastewater Treatment Facility are as set forth in the original engineering plans and specifications for the Facility until such plans and specifications have been subsequently amended or modified:

1. Facility Design Parameters

**WORTHINGTON INDUSTRIAL WASTEWATER TREATMENT FACILITY
DESIGN BASIS SUMMARY**

INFLUENT

Anaerobic System Loadings (4 covered anaerobic cells)

	AVERAGE MONTHLY DESIGN	PEAK WEEK DESIGN	PEAK DAY LOAD
FLOW- MGD	1.63 ^a	1.84 ^b	
Avg. Production Day- mgd	2.14	2.14	
Peak Production Day- mgd	2.21	2.21	
Non Production Day- mgd	0.35	0.35	
BOD - lbs/day ^c	22,500	26,000 ^d	30,000
TSS - lbs/day ^c	11,400	13,000	16,000
TKN - lbs/day ^c	2,400	2,800	2,800
Total P - lbs/day ^c	380	400	400
pH range 6.0 - 9.5 S.U.			

a. Seven-day average flow (based on five full production, two nonproduction days)

b. Seven-day peak week flow (based on five full production days, one partial production, and one nonproduction day)

c. Production day

d. Running average of six samples (three samples per week)

ANAEROBIC EFFLUENT

Aeration Basin Loadings

	AVERAGE MONTHLY DESIGN	PEAK WEEKLY DESIGN
Flow- mgd (effluent)	1.63	1.84
BOD - lbs/day (mg/l)	4,500 (331)	7,500 (489)
TSS - lbs/day (mg/l)	1,700 (125)	2,000 (130)
TKN - lbs/day	2,400	2,800
Total P - lbs/day	380	400
Temperature (minimum)	70° F	

2. Treatment Facility Average Daily Flow and Loadings

1. Avg. Daily Flow: Is there a reason the items below were denoted in "red"??

1.885 MGD per September 2021 DMRs

2. Avg. Daily Loadings:

BOD: 1,180 mg/l

BOD lbs/day: 18,550

TSS: 275

TSS lbs/day: 4,323

TKN: 215 mg/l

TKN lbs/day: 3,380

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Exhibit 2

Phosphorus: 21 mg/l

Phosphorus lbs/day: 330

3. NPDES Permit No: MN0031178

EXHIBIT B

WOODARD & CURRAN SCOPE OF SERVICES

The W&C Services to be provided by Woodard & Curran during the term of this Agreement shall include and be limited to the following:

1. Facilities Operation. W&C shall operate and manage the Facility per requirements established by the governmental authorities having jurisdiction over the Facility and in accordance with the applicable industry standard of care. W&C shall comply with all applicable local, state and federal laws and regulations as they pertain to the Facilities to provide that the treated wastewater meets the discharge standards established by the Minnesota Pollution Control Agency (MPCA) and the US Environmental Protection Agency (USEPA), under NPDES permit MN0031178 issued to the Client by such authority as long as the incoming wastewater does not exceed the design limitations set forth in Exhibit A ("Description of Facilities and Design Capabilities"). W&C shall pay all fines and fees which may be imposed by the regulatory agency having jurisdiction for water quality violations associated with the permits issued with respect to the Facilities; provided, however, that W&C shall have no such obligation in the event that such violations are a result of the Client's negligence or intentional acts or the presence of hazardous or biological toxic substances. In the event the influent does exceed the design limitations set forth on

Exhibit A, W&C shall be excused of its fine and penalty obligations, however, shall use commercially reasonable efforts to satisfy its commitments notwithstanding the condition of the influent.

2. Project Management and Staffing. W&C shall staff the Facility with a Facility Manager with a Minnesota Class 'A' [and Type IV Biosolids](#) license, and operations staff experienced in the areas of wastewater treatment, process control, laboratory analysis and maintenance procedures for wastewater treatment, and required watershed sampling. W&C will supervise all regulatory compliance and financial transactions pertaining to the day-to-day operation of the Facility.

3. Project Support. W&C shall, as required and determined by W&C, provide on-call, backup expertise in operations, management and maintenance applications to ensure compliance with this Agreement.

4. Repair and Maintenance.

W&C shall pay the costs of all individual repair parts, maintenance materials, supplies and outside maintenance service items (collectively, "M&R Items") under \$4,000.00 per event., excluding W&C labor costs, during the term of this Agreement.

5. Information Systems. W&C shall maintain computer software effective in the management of scheduled, preventive maintenance, capital repairs, emergency repairs, predictive maintenance, process control and compliance reporting.

6. Operational Costs and Expenses. W&C shall provide and pay all costs of W&C employees, natural gas, chemicals, laboratory, spare parts, materials, maintenance, repairs and expendable supplies, and sludge disposal required in the normal operation and maintenance of the Facility while it is responsible for the operation of the management of the Facility, except to the extent otherwise provided in the Agreement.

7. Hazardous Substance. In the event that any hazardous substance is received at the Facility, W&C shall notify the Client and assist the Client in the removal and/or reduction of such hazardous substance. In the event that any hazardous substance cannot be treated or removed using the processes and equipment provided, W&C shall not be responsible for additional Operational Costs and Expenses until the hazardous substance is removed from the Facility and the Facility are completely recovered. For all purposes of this Exhibit B and the Agreement to which it is attached, "hazardous substance" shall mean (a) any petroleum, petroleum products, by-products or breakdown products, radioactive materials, asbestos-containing materials or polychlorinated biphenyls; or (b) any chemical, material or substance defined or regulated as hazardous or as a pollutant, contaminant or waste under any statute, law, ordinance, by-law, decree, regulation, code, order, rule or judgment of any governmental authority having the force of law.

8. Other Issues Outside the Control of the Operator. In the event that any influences outside the control of the Operator cause operational issues W&C shall not be responsible for additional Operational Costs and Expenses until such time as those influences are stopped and the Facility have had ample time to recover.

9. Testing and Laboratory Analysis. W&C shall perform the sampling and analysis as required to insure proper operation of the Facility for process control and compliance standards to include the WWTP, and watershed sampling. W&C shall prepare all permit monitoring and operations reports and submit them to the Client for final review and sign-off prior to submission to the appropriate regulatory agency having jurisdiction over the Facility.

10. Reporting. W&C shall submit internal reports relating to the operations of the Facility to the Client and assist the Client in the Client's reporting requirements to local, state and federal regulatory agencies, all in accordance with the mutually agreed upon procedures. W&C shall be responsible for representing the Client with the relevant regulatory agencies and advise the Client of all meetings, hearings and relevant related information for the Facility. The Client shall participate in such meetings of regulatory or governmental agencies as the Client or W&C deems necessary.

11. Records of Operation. Records maintained by W&C shall be in compliance with all applicable law and regulations. These records, capable of providing historical data and trend, shall be the property of the Client. W&C shall maintain these records at the Facility site, available during the term of this Agreement for use by

authorized the Client personnel. W&C agrees to provide the Client's officials with access to the Facility at any time, upon reasonable prior notice.

12. Safety. W&C shall administer a site-specific safety program to include training, record keeping and safety meetings, all in conformance with the Client's safety program, any requirements of the State of Minnesota and Federal OSHA standards.

13. Training. W&C shall implement an on-going training program, with classroom and hands-on training for all Facility personnel. Training shall include Facility operations and maintenance, laboratory operations and maintenance, supervisory skills and energy management. When applicable and approved by the Client, such training may be made available to local and county personnel.

14. Capital Budget Submission. On an annual basis, W&C shall provide a formal report to the Client on W&C's projection of capital needs and assist the Client with the preparation of the Client's annual budget. W&C shall annually submit its recommendations regarding additions to or deletions from the Client's scheduled program. W&C shall submit detailed rationale for any changes or additions, along with related preliminary cost estimates. Implementation of these recommendations by the Client, however, is not a condition of W&C's performance of the W&C Services. Review and approval of these capital expenditures shall remain the responsibility of the Client.

15. Emergency Response Plan. W&C, in cooperation with the Client, shall maintain and implement an emergency response plan for the Facility that shall be in compliance with all applicable regulations. The emergency response plan shall be reviewed and updated annually.

16. Facility Inventory. W&C will prepare a complete inventory of spare parts, materials and chemicals on site at the commencement of the term of this contract, to be submitted within 90 days of the commencement date.

17. Odor Control Plan. W&C shall operate and maintain the Facility using generally accepted and commercially reasonable measures to reduce the generation of odors to a level consistent with facility design parameters and similar facilities through an on-going odor control program.

18. Biosolids Management and Disposal. W&C shall be responsible for managing the handling and disposal of the biosolids in a manner consistent with current USEPA and MPCA regulations. W&C shall be responsible for recordkeeping and submittal of annual biosolids reports to the MPCA and EPA.

Exhibit C

Annual Budget

The table below reflects the first year's Estimated Budget. Each subsequent annual budget shall reflect 12 months' worth of expenses for the period January 1, 2022 – December 31, 2022

The budget shall be negotiated and agreed to by both parties annually as described in Article 3.05. The line-item budget provided below shall be based upon the parameters outlined in Article III of this Agreement.

Personnel Services	\$406,642
Overhead Costs	\$131,118
Utilities Costs	\$5,940

Chemicals Costs	\$18,479
Maintenance & Repair Costs	\$30,000
Sludge Disposal Costs	\$125,000
Lab Supplies & Equipment Costs	\$23,200
Office Supplies	\$1,625
Miscellaneous Costs	\$22,775
Other Operating Costs (includes \$92,000 transition amortization)	\$41,168
Subtotal Costs	\$805,947
Fixed Fee for First Twelve (12) Months	\$62,021
Total Budgeted Costs for First Twelve (12) Months	\$867,968

Exhibit C-1

Transition Cost Termination Schedule

Termination Year Amount Owed

Yr 1 / 2022	\$61,333.33
Yr 2/ 2023	\$30,666.66
Yr 3/ 2024	\$0

**EMPLOYMENT AGREEMENT FOR
CITY OF WORTHINGTON
CITY ADMINISTRATOR**

THIS AGREEMENT is made by and between the City of Worthington, a Minnesota municipal corporation (the "Employer" or "city"), and Steven Robinson, (the "Employee").

In consideration of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Employer and Employee agree as follows:

1. **POSITION.** Employer agrees to employ Employee as its City Administrator. Employee agrees to serve as City Administrator in accordance with the position description attached hereto and incorporated herein in its entirety as Appendix A, as may be amended from time to time, and state statutes, city charter, resolution, and/or ordinances, policies, procedures, and practices, and perform such other legally permissible and proper duties and functions as are contained herein or as the City Council will from time to time assign to Employee.
2. **TERM OF EMPLOYMENT.** Employee will continue employment with Employer under the terms of this Agreement effective January 1, 2022 until such employment is terminated in accordance with this Agreement.
3. **SALARY.** Employer will pay Employee a gross annualized salary of \$145,538.60 for the year 2022, \$153,645.09 for the year 2023, and \$162,203.11 for the year 2024, effective January 1, 2022. The salary is prorated and payable consistent with the Employer's normal payroll practices and subject to any authorized withholdings. Deductions from Employee's salary may be made as permitted by law. Merit and Cost of Living (COLA) increase will not apply.

Salary increases are determined by the City Council, in its sole discretion, based on each performance review that must be given annually.
4. **PENSION PLAN.** Employer will contribute to Public Employees Retirement Association if and to the extent required by State of Minnesota ("State") law for Employee.
5. **VACATION, SICK LEAVE, and EXTENDED SICK LEAVE.** Employee will accrue and accumulate paid vacation, sick leave, and extended sick leave as provided to and under the same conditions as all other non-union employees.

6. HOLIDAYS. Employee will receive time off and be compensated for holidays as provided to and under the same conditions as all other non-union employees.
7. GENERAL INSURANCE. Employer will provide Employee with and contribute to the same group hospital, medical, dental, life, and disability insurance benefits as provided to and under the same conditions as all other non-union employees.
8. DEFERRED COMPENSATION. The Employer will make available the option for payroll deductions from gross salary to deferred compensation programs as provided to and under the same conditions as all other non-union employees.
9. DUES AND SUBSCRIPTIONS. Employer will budget for and pay the professional dues and subscriptions for Employee, which the Employer deems necessary for Employee's continued participation in national, regional, state and local associations necessary and desirable for Employee's continued professional participation, growth and advancement.
10. PROFESSIONAL DEVELOPMENT. Employer will pay the ordinary, reasonable and necessary travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions the Employer deems adequate to continue the professional development of Employee and for Employee to represent Employer on official bodies or groups of which Employer is a member. Employee will use good judgment in his or her outside activities so he will not neglect his or her primary duties to the Employer.
11. COMMUNITY PARTICIPATION. Employer will reimburse Employee for the membership dues of a community service organization of Employee's choice as appropriate under Minn. Stat. § 471.96, as the same may be amended.
12. CELL PHONE. Employee will be paid a monthly cell phone allowance of \$50.00 per month or Employee may choose to utilize an Employer-issued cell phone.
13. AUTOMOBILE. Employee will be paid a monthly allowance of \$550.00 for use of his or her personal automobile in the performance of official duties.
14. ELECTRONIC DEVICE. Employee will be authorized to utilize an Employer-issued electronic device for city and personal business subject to applicable electronic use established for all employees.

15. JOB-RELATED EXPENSES. Employer will reimburse Employee for job-related expenses, which are incurred by Employee and are submitted by Employee in accordance with Employer's policies for reimbursement.
16. OTHER FRINGE BENEFITS. Employee will receive any fringe benefits not addressed herein to the extent of and under the same terms as full-time, nonunion employees of the city to the extent such benefits and terms are not inconsistent with the terms of this Agreement.
17. HOURS OF WORK. Employee will perform the duties specified in this Agreement at the times and locations determined by Employer. Employee will work on a full-time basis, as determined by Employer under its policies so as to meet the business needs of Employer. Employee will work at least 40 hours per work week and be present at city offices during regular business hours. It is understood that the position of City Administrator requires attendance at evening meetings and occasionally at weekend meetings. It is understood by Employee that additional compensation and compensatory time will not be allowed for such additional or extraordinary expenditures of time.
18. TERMINATION BENEFITS. If Employee is terminated by Employer during a time when Employee is willing and able to perform the duties of City Administrator, then Employer agrees to pay Employee, at the time of receipt of his or her last pay check, a lump sum cash payment equal to six (6) months' salary and to continue to provide and pay for six (6) months for health benefits as provided to other non-union employees following termination (collectively, "termination benefits"). Payment of accrued paid vacation, sick leave, and extended sick leave at the time of separation will be paid to Employee as provided to and under the same conditions as all other non-union employees.

Employer will not pay the termination benefits if Employee is terminated because of (1) his or her malfeasance in office, (2) gross misconduct, (3) conviction of a crime resulting from his or her employment with Employer, (4) conviction for an illegal act involving personal gain to Employee, (5) Employee's breach of any material obligations under this Agreement or any other agreement with Employer, (6) Employee's willful and/or repeated failure or refusal to perform or observe Employee's duties, responsibilities and obligations to Employer, (7) Employee's use of alcohol or other drugs in a manner which affects the performance of Employee's duties, responsibilities and obligations to Employer, (8) conviction of Employee, or plea of nolo contendere, for a felony or of any crime involving theft, mismanagement, fraud or moral turpitude, or (9) commission by Employee

of any other willful or intentional act which could reasonably be expected to injure the reputation of Employer and/or Employee.

If Employer, at any time during the employment term, reduces the salary or other financial benefits of Employee by a greater percentage than an across-the-board reduction for all non-union employees; refuses, following written notice, to comply with any other provisions of this Agreement benefiting Employee that Employer has not complied with; or formally suggests as authorized by the City Council that Employee resign and Employee does resign, then Employee may, at his or her option as specified in writing to Employer, be deemed to be "terminated" on the effective date of Employee's resignation and the Employee will be entitled to receive termination benefits and payment of vacation, sick leave, and extended sick leave as provided to and under the same conditions as all other non-union employees.

If Employee is unable to perform his or her duties and responsibilities for an extended period of not less than 3 months due to illness, injury, or other cause beyond the ability of Employee to correct, the Employer may, but is not required to, pay termination benefits. If Employee voluntarily resigns his or her position with Employer, unless otherwise expressly provided herein, then Employer will not pay termination benefits to Employee, except for payment of paid vacation, sick leave, and extended sick leave as provided to and under the same conditions as all other non-union employees.

19. TERMINATION OF EMPLOYMENT. Employee's employment with the Employer will terminate and his or her last date of employment with the Employer which will be the earliest of the following: (1) at the discretion of the Employer, on the date that is 30 calendar days after Employer submits written notice to Employee that Employee is involuntary terminated or date that is Employee's last date of employment as stated in a writing by Employer, whichever is later; or (2) at the discretion of the Employee, on the date that is 30 calendar days after Employer receives written notice from Employee that Employee is voluntarily resigning or date that is Employee's last date of employment as stated in Employee's written voluntary resignation, whichever is later.
20. GENERAL CONDITIONS OF EMPLOYMENT. Nothing in this Agreement will prevent, limit, or otherwise interfere with the right of Employer to terminate the services of Employee at any time, for any reason, subject only to the provisions of this Agreement and applicable law. Furthermore, nothing in this Agreement will

prevent, limit, or otherwise interfere with the right of Employee to resign at any time from his or her position with Employer, subject only to the provisions of this Agreement.

21. INDEMNIFICATION. Employer will defend and indemnify Employee pursuant to Minn. Stat. § 466.07 and § 465.76. In addition, Employer will defend, hold harmless, and indemnify Employee from all claims based on tort, civil damages, penalties, fines, and claims based on violation of statutes, ordinances and rules, provided Employee was acting in good faith in the performance of the duties of his or her position at the time in question.
22. VOLUNTARY AND KNOWING ACTION. The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
23. AUTHORIZED SIGNATORIES. The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the parties represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
24. GOVERNING LAW. This Agreement will be deemed to have been made and accepted in Nobles County, Minnesota, and the laws of the State of Minnesota will govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.
25. BINDING EFFECT. This Agreement will be binding upon and inure to the benefit of Employer, its successors and assigns, and Employee, and Employee's heirs and legal representatives.
26. ASSIGNMENT. The rights of Employee hereunder are personal and may not be assigned or transferred unless consented thereto in writing by Employer.
27. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this Agreement, other than the representations, covenants, or inducements contained and memorialized in this Agreement. This

Agreement supersedes all prior negotiations and oral and written agreements and any Employer policies, procedures, and practices addressing the specific subject matters addressed in this Agreement.

28. MODIFICATIONS AND AMENDMENTS. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement will only be valid when they have been reduced to writing, and signed by Employee authorized representative(s) of Employer.
29. SEVERABILITY. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision will be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement will be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
30. WAIVER. Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred will not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement will not be binding and effective unless made in writing and properly executed by the waiving party.
31. DISPUTE RESOLUTION. The Employer and Employee agree to negotiate all disputes between them in good faith for a period of 30 calendar days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations will first be submitted to mediation utilizing the Minnesota District Court Rule 114 Roster. Any claims of disputes unresolved after mediation may be pursued as established by law.
32. HEADINGS. Headings are provided solely for the convenience of the parties and will not affect the interpretation of this Agreement.
33. NOTICE. All notices required under this Agreement will be in writing and will be deemed to have been duly given if sent via certified mail, first class mail-postage prepaid, hand delivery, or overnight courier, and properly addressed to the party at the party's last known address or any other address that any party may

designate by written notice to the other. Mailed notices will be deemed to have been given at the time posted plus three business days.

34. EXECUTION. This Agreement may be executed simultaneously in two or more counterparts that, when taken together, will be deemed an original and constitute one and the same document. The signature of any party to the counterpart will be deemed a signature to the Agreement, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages will be deemed as originals and sufficient to bind the executing party.

35. EXPIRATION OF AGREEMENT. This Agreement will expire and no longer be in force or effect on the calendar day after Employee's termination of employment specified in paragraph 19 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made this Agreement on the latest date affixed to the signatures below upon which date it will be effective.

EMPLOYER:
CITY OF WORTHINGTON

By: _____
Its: Mayor

Date: _____

By: _____
Its: City Clerk

Date: _____

EMPLOYEE:

By: _____
Steven Robinson

Date: _____

DREALAN KVILHAUG HOEFKER & Co., P.A.

CERTIFIED PUBLIC ACCOUNTANTS



Member
Division for CPA Firms AICPA

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

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

November 9, 2021

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

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

We are pleased to confirm our understanding of the services we are to provide the City of Worthington for the year ended December 31, 2021.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the City of Worthington as of and for the year ended December 31, 2021. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Worthington's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Worthington's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

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

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

1. Combining and individual fund financial statements

To the Honorable Mayor and
Members of the City Council
November 9, 2021
Page Two

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1. Statistical section

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the City of Worthington and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting waste and abuse.

To the Honorable Mayor and
Members of the City Council
November 9, 2021
Page Three

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

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

1. The risk associated with management override.
2. The risk associated with the application of new accounting principles, including GASB 87, Leases.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omission, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

To the Honorable Mayor and
Members of the City Council
November 9, 2021
Page Four

Audit Procedures—Compliance

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

Other Services

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

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America., and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

To the Honorable Mayor and
Members of the City Council
November 9, 2021
Page Five

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

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, or grant agreements that we report.

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

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

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

To the Honorable Mayor and
Members of the City Council
November 9, 2021
Page Six

Engagement Administration, Fees, and Other

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

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

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

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

Ellen K. Hoefker is the engagement shareholder and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately February 22, 2022, and issue our report no later than June 30, 2022.

Our fees are based on the time required by individuals assigned to the engagement, plus direct expenses. Individual hourly rates vary according to the degree of responsibility involved and the skill required. Our estimated fees, including direct expenses, for the examination for the year ended December 31, 2021, would be as follows:

Financial Statement Audit	\$22,300 - \$22,800
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The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We feel out-of-pocket expenses for postage, supplies and copying would not exceed a maximum of \$460.

To the Honorable Mayor and
Members of the City Council
November 9, 2021
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Reporting

We will issue a written report upon completion of our audit of the City of Worthington's financial statements. Our report will be addressed to the Honorable Mayor and Members of the City Council of the City of Worthington. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City of Worthington is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

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

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

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any subsequent review reports received during the contract period. Accordingly, our 2020 peer review report accompanies this letter.

To the Honorable Mayor and
Members of the City Council
November 9, 2021
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This letter defines the entire agreement between the client and the accounting firm. It supersedes all prior communications, understandings and agreements, whether oral or written, in connection with this audit. Amendments to this agreement must be in writing and signed by both parties. If you do not understand any of the terms of this agreement, please call us and we will be happy to review them with you.

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

Yours sincerely,

DREALAN KVILHAUG HOEFKER & CO., P.A.

by 
Ellen K. Hoefker, MBA, CPA

RESPONSE:

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

By: _____

Title: _____



Report on the Firm's System of Quality Control

May 11, 2021

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

We have reviewed the system of quality control for the accounting and auditing practice of Drealan Kvilhaug Hoefker & Co., P.A. (the firm) in effect for the year ended April 30, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

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

Firm's Responsibility

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

Peer Reviewer's Responsibility

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

Required Selections and Considerations

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

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

Daniel A. Struss, CPA | Sarah M. Struss, CPA

Exhibit 4

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Drealan Kvilhaug Hoefker & Co., P.A. in effect for the year ended April 30, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Drealan Kvilhaug Hoefker & Co., P.A. has received a peer review rating of *pass*.

Struss CPAs, P.C.

Struss CPAs, P.C.

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
AMERICAN BOTTLING COMPANY	11/12/21	MIX	LIQUOR	NON-DEPARTMENTAL	<u>159.82</u>
				TOTAL:	159.82
AMERICAN ENGINEERING TESTING INC	11/12/21	CECILEE STREET EXTENSION	IMPROVEMENT CONST	CECILEE STREET EXTENSI	<u>600.10</u>
				TOTAL:	600.10
BELTLINE AUTOMOTIVE LLC	11/12/21	#14-40 OIL CHANGE, FILTER	GENERAL FUND	POLICE ADMINISTRATION	37.36
	11/12/21	#14-40 OIL CHANGE, FILTER	GENERAL FUND	POLICE ADMINISTRATION	7.50
	11/12/21	#14-35 OIL CHANGE, FILTER	GENERAL FUND	POLICE ADMINISTRATION	32.24
	11/12/21	#14-35 OIL CHANGE, FILTER	GENERAL FUND	POLICE ADMINISTRATION	<u>7.50</u>
				TOTAL:	84.60
BRENNITAG GREAT LAKES LLC	11/12/21	PHOSPHATE	WATER	O-PURIFY	3,596.09
	11/12/21	PHOSPHATE	WATER	O-PURIFY	<u>3,471.09</u>
				TOTAL:	7,067.18
COOPERATIVE ENERGY COMPANY 02642198	11/12/21	MOTOR FUEL/FIRE #4	GENERAL FUND	FIRE ADMINISTRATION	<u>33.60</u>
				TOTAL:	33.60
DEPT OF PUBLIC SAFETY	11/12/21	LIQUOR STORE BUYERS CARD	LIQUOR	O-GEN MISC	<u>20.00</u>
				TOTAL:	20.00
DEPUTY REGISTER #33	11/12/21	#21-35 TABS/LICENSING	GENERAL FUND	POLICE ADMINISTRATION	<u>27.00</u>
				TOTAL:	27.00
DUITSMAN GLENN	11/12/21	MWOA SW SECTION MEETING	MUNICIPAL WASTEWAT	O-PURIFY MISC	<u>20.00</u>
				TOTAL:	20.00
FIFE WATER SERVICES INC	11/12/21	CHEMICALS	INDUSTRIAL WASTEWA	O-PURIFY MISC	<u>12,624.98</u>
				TOTAL:	12,624.98
FRONTIER COMMUNICATION SERVICES	11/12/21	PHONE SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	48.30
	11/12/21	PHONE SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	89.67
	11/12/21	PHONE SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	340.62
	11/12/21	PHONE SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	48.30
	11/12/21	PHONE SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	48.30
	11/12/21	PHONE SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	46.56
	11/12/21	PHONE SERVICE	ELECTRIC	O-SOURCE MISC	52.61
	11/12/21	PHONE SERVICE	ELECTRIC	O-DISTR STATION EXPENS	91.87
	11/12/21	PHONE SERVICE	ELECTRIC	ACCTS-RECORDS & COLLEC	<u>17.34</u>
				TOTAL:	783.57
HAWKINS INC	11/12/21	TREATMENT CHEMICAL	WATER	O-PURIFY	<u>1,501.13</u>
				TOTAL:	1,501.13
HOPE HAVEN INC	11/12/21	CAL CLEANING-SEPTEMBER	GENERAL FUND	CENTER FOR ACTIVE LIVI	<u>541.67</u>
				TOTAL:	541.67
IUOE LOCAL 49 FRINGE BENEFIT FUND	11/12/21	HEALTH INS PREMIUM 49ERS	GENERAL FUND	NON-DEPARTMENTAL	363.87
	11/12/21	HEALTH INS PREMIUM 49ERS	GENERAL FUND	NON-DEPARTMENTAL	597.50
	11/12/21	HEALTH INS NOV FOR DEC	GENERAL FUND	NON-DEPARTMENTAL	198.74
	11/12/21	HEALTH PREMIUM 49ERS	GENERAL FUND	ENGINEERING ADMIN	1,144.36
	11/12/21	HEALTH PREMIUM 49ERS	GENERAL FUND	ENGINEERING ADMIN	1,053.77
	11/12/21	HEALTH PREMIUM 49ERS	GENERAL FUND	PAVED STREETS	960.59
	11/12/21	HEALTH PREMIUM 49ERS	GENERAL FUND	PAVED STREETS	1,688.65
	11/12/21	HEALTH PREMIUM 49ERS	GENERAL FUND	PUBLIC WORK SHOP	573.29

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	11/12/21	HEALTH PREMIUM 49ERS	GENERAL FUND	PUBLIC WORK SHOP	692.44
	11/12/21	HEALTH PREMIUM 49ERS	GENERAL FUND	SIGNS AND SIGNALS	158.16
	11/12/21	HEALTH PREMIUM 49ERS	GENERAL FUND	LAKE IMPROVEMENT	564.28
	11/12/21	HEALTH INS PREMIUM 49ERS	RECREATION	NON-DEPARTMENTAL	386.23
	11/12/21	HEALTH INS PREMIUM 49ERS	RECREATION	NON-DEPARTMENTAL	301.14
	11/12/21	HEALTH INS NOV FOR DEC	RECREATION	NON-DEPARTMENTAL	119.24
	11/12/21	HEALTH PREMIUM 49ERS	RECREATION	BALLFIELD MAINTENANCE	246.37
	11/12/21	HEALTH PREMIUM 49ERS	RECREATION	BALLFIELD MAINTENANCE	323.80
	11/12/21	HEALTH PREMIUM 49ERS	RECREATION	SOCCER COMPLEX	211.17
	11/12/21	HEALTH PREMIUM 49ERS	RECREATION	SOCCER COMPLEX	221.74
	11/12/21	HEALTH PREMIUM 49ERS	RECREATION	PARK AREAS	1,829.73
	11/12/21	HEALTH PREMIUM 49ERS	RECREATION	PARK AREAS	1,294.05
	11/12/21	HEALTH PREMIUM 49ERS	RECREATION	TREE REMOVAL	28.16
	11/12/21	HEALTH INS PREMIUM 49ERS	IMPROVEMENT CONST	NON-DEPARTMENTAL	96.17
	11/12/21	HEALTH INS PREMIUM 49ERS	IMPROVEMENT CONST	NON-DEPARTMENTAL	82.35
	11/12/21	HEALTH PREMIUM 49ERS	IMPROVEMENT CONST	RYANS RD-MCMILLAN TO 5	366.44
	11/12/21	HEALTH PREMIUM 49ERS	IMPROVEMENT CONST	RYANS RD-MCMILLAN TO 5	24.89
	11/12/21	HEALTH PREMIUM 49ERS	IMPROVEMENT CONST	OVERLAY PROGRAM	57.92
	11/12/21	HEALTH PREMIUM 49ERS	IMPROVEMENT CONST	OVERLAY PROGRAM	570.13
	11/12/21	HEALTH PREMIUM 49ERS	IMPROVEMENT CONST	DARLING@ 59 FRT RD ST	120.67
	11/12/21	HEALTH PREMIUM 49ERS	IMPROVEMENT CONST	DARLING@ 59 FRT RD ST	26.52
	11/12/21	HEALTH INS PREMIUM 49ERS	WATER	NON-DEPARTMENTAL	496.85
	11/12/21	HEALTH INS PREMIUM 49ERS	WATER	NON-DEPARTMENTAL	499.33
	11/12/21	HEALTH PREMIUM 49ERS	WATER	O-PUMPING	167.06
	11/12/21	HEALTH PREMIUM 49ERS	WATER	O-PUMPING	153.37
	11/12/21	HEALTH PREMIUM 49ERS	WATER	O-PURIFY LABOR	354.58
	11/12/21	HEALTH PREMIUM 49ERS	WATER	O-PURIFY LABOR	360.98
	11/12/21	HEALTH PREMIUM 49ERS	WATER	O-DIST UNDERGRND LINES	670.82
	11/12/21	HEALTH PREMIUM 49ERS	WATER	O-DIST UNDERGRND LINES	934.51
	11/12/21	HEALTH PREMIUM 49ERS	WATER	O-DISTR MISC	545.39
	11/12/21	HEALTH PREMIUM 49ERS	WATER	O-DISTR MISC	532.35
	11/12/21	HEALTH PREMIUM 49ERS	WATER	M-SOURCE WELLS & SPRNG	88.61
	11/12/21	HEALTH PREMIUM 49ERS	WATER	M-PUMPING	51.35
	11/12/21	HEALTH PREMIUM 49ERS	WATER	M-TRANS MAINS	267.91
	11/12/21	HEALTH PREMIUM 49ERS	WATER	M-TRANS MAINS	690.99
	11/12/21	HEALTH PREMIUM 49ERS	WATER	M-TRANS HYDRANTS	669.93
	11/12/21	HEALTH PREMIUM 49ERS	WATER	M-TRANS HYDRANTS	143.45
	11/12/21	HEALTH PREMIUM 49ERS	WATER	PROJECT #2	14.08
	11/12/21	HEALTH INS PREMIUM 49ERS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	677.06
	11/12/21	HEALTH INS PREMIUM 49ERS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	660.81
	11/12/21	HEALTH PREMIUM 49ERS	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	200.73
	11/12/21	HEALTH PREMIUM 49ERS	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	184.16
	11/12/21	HEALTH PREMIUM 49ERS	MUNICIPAL WASTEWAT	O-PURIFY LABOR	1,142.48
	11/12/21	HEALTH PREMIUM 49ERS	MUNICIPAL WASTEWAT	O-PURIFY LABOR	1,237.44
	11/12/21	HEALTH PREMIUM 49ERS	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	577.21
	11/12/21	HEALTH PREMIUM 49ERS	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	622.99
	11/12/21	HEALTH PREMIUM 49ERS	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	831.05
	11/12/21	HEALTH PREMIUM 49ERS	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	641.42
	11/12/21	HEALTH PREMIUM 49ERS	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	1,085.42
	11/12/21	HEALTH PREMIUM 49ERS	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	1,058.81
	11/12/21	HEALTH INS PREMIUM 49ERS	STORM WATER MANAGE	NON-DEPARTMENTAL	205.71
	11/12/21	HEALTH INS PREMIUM 49ERS	STORM WATER MANAGE	NON-DEPARTMENTAL	84.76
	11/12/21	HEALTH PREMIUM 49ERS	STORM WATER MANAGE	STORM DRAINAGE	1,132.39
	11/12/21	HEALTH PREMIUM 49ERS	STORM WATER MANAGE	STORM DRAINAGE	197.09
	11/12/21	HEALTH PREMIUM 49ERS	STORM WATER MANAGE	STREET CLEANING	33.33
	11/12/21	HEALTH PREMIUM 49ERS	STORM WATER MANAGE	STREET CLEANING	283.21

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	31,800.00
JERRY'S AUTO SUPPLY OF WORTHINGTON INC	11/12/21	SHOP	GENERAL FUND	PAVED STREETS	24.28
				TOTAL:	24.28
JONES, TOM	11/12/21	MWOA SW SECTION MEETING	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	20.00
				TOTAL:	20.00
LARSON CRANE SERVICE INC	11/12/21	CECILEE STREET EXTENSION	IMPROVEMENT CONST	NON-DEPARTMENTAL	7,068.68
	11/12/21	CECILEE STREET EXTENSION	IMPROVEMENT CONST	CECILEE STREET EXTENSI	141,373.55
	11/12/21	2021 CATCH BASIN STORM WOR	STORM WATER MANAGE	NON-DEPARTMENTAL	822.37
				TOTAL:	135,127.24
LAW ENFORCEMENT LABOR SERVICES INC #27	11/12/21	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	309.16
				TOTAL:	309.16
LT1 CONSTRUCTION LLC	11/12/21	2021 CONCRETE RESTORATION	STORM WATER MANAGE	NON-DEPARTMENTAL	2,204.07
	11/12/21	2021 CONCRETE RESTORATION	STORM WATER MANAGE	PROJECT #28	1,429.37
				TOTAL:	3,633.44
MINNESOTA CHILD SUPPORT PAYMENT CTR	11/12/21	SUPPORT ORDER	GENERAL FUND	NON-DEPARTMENTAL	110.53
	11/12/21	SUPPORT ORDER	STORM WATER MANAGE	NON-DEPARTMENTAL	12.68
				TOTAL:	123.21
MINNESOTA ENERGY RESOURCES CORP	11/12/21	GAS SERVICE	GENERAL FUND	GENERAL GOVT BUILDINGS	173.30
	11/12/21	GAS SERVICE	GENERAL FUND	FIRE ADMINISTRATION	112.58
	11/12/21	GAS SERVICE	GENERAL FUND	CENTER FOR ACTIVE LIVI	170.08
	11/12/21	GAS SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	737.00
	11/12/21	GAS SERVICE	RECREATION	FIELD HOUSE	49.09
	11/12/21	GAS SERVICE	WATER	O-DISTR MISC	13.80
	11/12/21	GAS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	13.79
	11/12/21	GAS SERVICE	ELECTRIC	O-DISTR MISC	27.56
				TOTAL:	1,297.20
MINNESOTA VALLEY TESTING LABS INC	11/12/21	OCTOBER SALTY DISCHARGE TE	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	151.20
				TOTAL:	151.20
MINNESOTA WEST JACKSON CAMPUS	11/12/21	TRAINING/PUMP OPERATIONS	GENERAL FUND	FIRE ADMINISTRATION	1,650.00
				TOTAL:	1,650.00
MISCELLANEOUS V HARMON BERNADINE	11/12/21	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	300.00
				TOTAL:	300.00
NOBLES COUNTY	11/12/21	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	360.00
				TOTAL:	360.00
ONE OFFICE SOLUTION-WOUTIL	11/12/21	MISC. SUPPLIES	WATER	ACCTS-RECORDS & COLLEC	14.93
	11/12/21	MISC. SUPPLIES	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	14.92
	11/12/21	MISC. SUPPLIES	ELECTRIC	ACCTS-RECORDS & COLLEC	29.85
				TOTAL:	59.70
RUNNINGS SUPPLY INC-ACCT#9502440	11/12/21	NUTS & BOLTS	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	14.52
	11/12/21	NUTS & BOLTS	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	3.57
				TOTAL:	18.09
SCHAAP SANITATION	11/12/21	MONTHLY SERVICE	GENERAL FUND	GENERAL GOVT BUILDINGS	111.71

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	11/12/21	MONTHLY SERVICE	GENERAL FUND	FIRE ADMINISTRATION	110.29
	11/12/21	MONTHLY SERVICE	GENERAL FUND	PAVED STREETS	684.88
	11/12/21	MONTHLY SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	141.44
	11/12/21	MONTHLY SERVICE	RECREATION	OLSON PARK CAMPGROUND	36.08
	11/12/21	MONTHLY SERVICE	WATER	O-DISTR MISC	130.88
	11/12/21	MONTHLY SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	283.43
	11/12/21	MONTHLY SERVICE	ELECTRIC	O-DISTR MISC	77.09
	11/12/21	MONTHLY SERVICE	AIRPORT	O-GEN MISC	<u>100.44</u>
				TOTAL:	1,676.24
SCHWALBACH ACE HARDWARE-5930	11/12/21	TRANSPONDER KEY, CABLE TIE	GENERAL FUND	POLICE ADMINISTRATION	<u>53.98</u>
				TOTAL:	53.98
SCHWALBACH ACE #6067	11/12/21	GARAGE DOOR BATTERY	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	<u>12.99</u>
				TOTAL:	12.99
SHORT ELLIOTT HENDRICKSON INC	11/12/21	DIAGONAL ROAD SHOP REMODEL	WATER	FA MISC	393.16
	11/12/21	DIAGONAL ROAD SHOP REMODEL	ELECTRIC	FA MISC	<u>393.16</u>
				TOTAL:	786.32
TK ELEVATOR	11/12/21	SERVICE MAINTENANCE	GENERAL FUND	CENTER FOR ACTIVE LIVI	<u>452.62</u>
				TOTAL:	452.62
US BANK OPERATIONS CENTER	11/12/21	LEWIS & CLARK LOAN PYMT #1	WATER	NON-DEPARTMENTAL	90,000.00
	11/12/21	LEWIS & CLARK LOAN PYMT #1	WATER	NON-DEPARTMENTAL	23,675.07
	11/12/21	LEWIS & CLARK LOAN PYMT #1	WATER	LEWIS & CLARK PROJECT	<u>5,085.63</u>
				TOTAL:	118,760.70
WINE MERCHANTS	11/12/21	WINE	LIQUOR	NON-DEPARTMENTAL	140.00
	11/12/21	WINE	LIQUOR	NON-DEPARTMENTAL	4,860.00
	11/12/21	WINE	LIQUOR	NON-DEPARTMENTAL	353.25-
	11/12/21	WINE	LIQUOR	NON-DEPARTMENTAL	38.00-
	11/12/21	FREIGHT	LIQUOR	O-SOURCE MISC	1.69
	11/12/21	FREIGHT	LIQUOR	O-SOURCE MISC	143.66
	11/12/21	FREIGHT	LIQUOR	O-SOURCE MISC	<u>5.92-</u>
				TOTAL:	4,748.18
WYCOFF DANNY	11/12/21	JULY/AUGUST MILEAGE	LIQUOR	O-GEN MISC	<u>32.26</u>
				TOTAL:	32.26

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
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===== FUND TOTALS =====

101	GENERAL FUND	12,645.93
202	MEMORIAL AUDITORIUM	878.44
229	RECREATION	5,046.80
401	IMPROVEMENT CONST	136,250.06
601	WATER	134,523.34
602	MUNICIPAL WASTEWATER	10,075.75
604	ELECTRIC	1,349.48
605	INDUSTRIAL WASTEWATER	12,624.98
606	STORM WATER MANAGEMENT	6,404.98
609	LIQUOR	4,960.26
612	AIRPORT	100.44

GRAND TOTAL:	324,860.46
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TOTAL PAGES: 5

VENDOR	I.D.	NAME	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
D00173		DEFERRED COMP- MINNESOTA STATE D		11/17/2021			001578	8,604.36
E00088		EFTPS		D 11/17/2021			001579	56,401.66
M00309		MINNESOTA STATE RETIREMENT SYSTD		11/17/2021			001580	2,110.00
M00309		MINNESOTA STATE RETIREMENT SYSTD		11/17/2021			001581	16,291.39
O00021		OPTUM HEALTH FINANCIAL		D 11/17/2021			001582	5,920.49
P00039		PUBLIC EMPLOYEES RETIREMENT ASSD		11/17/2021			001583	50,163.08
S00202		STATE OF MINNESOTA DEPT OF REVED		11/17/2021			001584	11,674.54

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	7	0.00	151,165.52	151,165.52
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	7	0.00	151,165.52	151,165.52

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ACCESS FAMILY MEDICAL CENTER	11/19/21	HEP B IMMUNIZATIONS	GENERAL FUND	ENGINEERING ADMIN	194.00
	11/19/21	HEP B IMMUNIZATIONS	GENERAL FUND	POLICE ADMINISTRATION	<u>194.00</u>
				TOTAL:	388.00
ADRIAN AUTO SERVICE LLC	11/19/21	ICR #21-6859	GENERAL FUND	POLICE ADMINISTRATION	125.00
	11/19/21	ICR #2021006974	GENERAL FUND	POLICE ADMINISTRATION	143.38
	11/19/21	ICR #21-7280	GENERAL FUND	POLICE ADMINISTRATION	<u>125.00</u>
				TOTAL:	393.38
AMARIL UNIFORM COMPANY	11/19/21	FR UNIFORM SHIRTS	ELECTRIC	O-DISTR MISC	372.79
	11/19/21	FR UNIFORM PANT	ELECTRIC	O-DISTR MISC	<u>449.99</u>
				TOTAL:	822.78
AMERICAN ENGINEERING TESTING INC	11/19/21	FIELD HOUSE	RECREATION	FIELD HOUSE	3,494.50
	11/19/21	AQUATIC CENTER	AQUATIC CENTER FAC	AQUATIC CENTER FACILIT	<u>2,513.10</u>
				TOTAL:	6,007.60
ANDERSON ALIGNMENT	11/19/21	#20-24 TIRES	GENERAL FUND	POLICE ADMINISTRATION	550.92
	11/19/21	#20-24 TIRES	GENERAL FUND	POLICE ADMINISTRATION	105.30
	11/19/21	#411 MNDOT INSPECT, OIL CH	GENERAL FUND	PAVED STREETS	184.48
	11/19/21	#411 MNDOT INSPECT, OIL CH	GENERAL FUND	PAVED STREETS	88.59
	11/19/21	#411 MNDOT INSPECT, OIL CH	GENERAL FUND	PAVED STREETS	207.55
	11/19/21	#425 SERVICE	GENERAL FUND	PAVED STREETS	7.15
	11/19/21	#425 SERVICE	GENERAL FUND	PAVED STREETS	282.63
	11/19/21	#434 OIL CHANGE	GENERAL FUND	PAVED STREETS	25.50
	11/19/21	#434 OIL CHANGE	GENERAL FUND	PAVED STREETS	9.56
	11/19/21	#434 OIL CHANGE	GENERAL FUND	PAVED STREETS	10.00
	11/19/21	#408 OIL CHANGE, FUEL FILT	STORM WATER MANAGE	STREET CLEANING	144.72
	11/19/21	#408 OIL CHANGE, FUEL FILT	STORM WATER MANAGE	STREET CLEANING	347.97
	11/19/21	#408 OIL CHANGE, FUEL FILT	STORM WATER MANAGE	STREET CLEANING	<u>235.53</u>
				TOTAL:	2,199.90
ARCTIC GLACIER USA INC	11/19/21	MIX	LIQUOR	NON-DEPARTMENTAL	219.20
	11/19/21	MIX	LIQUOR	NON-DEPARTMENTAL	115.40
	11/19/21	FREIGHT	LIQUOR	O-SOURCE MISC	7.50
	11/19/21	FREIGHT	LIQUOR	O-SOURCE MISC	<u>7.50</u>
				TOTAL:	349.60
ARNOLD MOTOR SUPPLY LLP	11/19/21	ARNOLD MOTOR SUPPLY LLP	WATER	O-DIST UNDERGRND LINES	<u>126.42</u>
				TOTAL:	126.42
ARTISAN BEER COMPANY	11/19/21	BEER	LIQUOR	NON-DEPARTMENTAL	185.85
	11/19/21	BEER	LIQUOR	NON-DEPARTMENTAL	<u>183.30</u>
				TOTAL:	369.15
ATLANTIC BOTTLING COMPANY	11/19/21	MIX	LIQUOR	NON-DEPARTMENTAL	<u>302.30</u>
				TOTAL:	302.30
BEVERAGE WHOLESALERS INC	11/19/21	BEER	LIQUOR	NON-DEPARTMENTAL	7,919.95
	11/19/21	MIX	LIQUOR	NON-DEPARTMENTAL	128.00
	11/19/21	BEER	LIQUOR	NON-DEPARTMENTAL	4,290.35
	11/19/21	BEER	LIQUOR	NON-DEPARTMENTAL	9,031.70
	11/19/21	BEER	LIQUOR	NON-DEPARTMENTAL	<u>2,231.30</u>
				TOTAL:	23,601.30
BOB'S PIANO SERVICE INC	11/19/21	CONCERT TUNING	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	120.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	120.00
BOLTON & MENK INC	11/19/21	WWTF IMPROVEMENTS-CONST PH	MUNICIPAL WASTEWAT	FA PURIFY STRUCTURES	27,764.50
	11/19/21	IWWTF PLAN	INDUSTRIAL WASTEWA	O-PURIFY MISC	<u>1,612.50</u>
				TOTAL:	29,377.00
BORDER STATES ELECTRIC SUPPLY	11/19/21	TAGS	ELECTRIC	M-DISTR UNDERGRND LINE	67.65
	11/19/21	LUGS	ELECTRIC	M-DISTR UNDERGRND LINE	<u>300.00</u>
				TOTAL:	367.65
BREAKTHRU BEVERAGE MINNESOTA BEER LLC	11/19/21	BEER	LIQUOR	NON-DEPARTMENTAL	36.90
	11/19/21	LIQUOR	LIQUOR	NON-DEPARTMENTAL	5,631.23
	11/19/21	WINE	LIQUOR	NON-DEPARTMENTAL	2,504.31
	11/19/21	MIX	LIQUOR	NON-DEPARTMENTAL	19.26
	11/19/21	WINE	LIQUOR	NON-DEPARTMENTAL	449.20
	11/19/21	LIQUOR	LIQUOR	NON-DEPARTMENTAL	9,017.11
	11/19/21	MIX	LIQUOR	NON-DEPARTMENTAL	101.52
	11/19/21	WINE	LIQUOR	NON-DEPARTMENTAL	104.00
	11/19/21	LIQUOR	LIQUOR	NON-DEPARTMENTAL	405.90-
	11/19/21	LIQUOR	LIQUOR	NON-DEPARTMENTAL	138.35-
	11/19/21	MIX	LIQUOR	NON-DEPARTMENTAL	19.26-
	11/19/21	LIQUOR	LIQUOR	NON-DEPARTMENTAL	29.84-
	11/19/21	FREIGHT	LIQUOR	O-SOURCE MISC	83.71
	11/19/21	FREIGHT	LIQUOR	O-SOURCE MISC	56.43
	11/19/21	FREIGHT	LIQUOR	O-SOURCE MISC	1.85
	11/19/21	FREIGHT	LIQUOR	O-SOURCE MISC	7.40
	11/19/21	LIQUOR	LIQUOR	O-SOURCE MISC	119.32
	11/19/21	FREIGHT	LIQUOR	O-SOURCE MISC	3.70
	11/19/21	FREIGHT	LIQUOR	O-SOURCE MISC	1.85
	11/19/21	FREIGHT	LIQUOR	O-SOURCE MISC	9.25-
	11/19/21	FREIGHT	LIQUOR	O-SOURCE MISC	5.55-
	11/19/21	FREIGHT	LIQUOR	O-SOURCE MISC	1.85-
	11/19/21	FREIGHT	LIQUOR	O-SOURCE MISC	<u>0.62-</u>
				TOTAL:	17,527.17
C&S CHEMICALS INC	11/19/21	4562 GALLONS OF ALUM	MUNICIPAL WASTEWAT	O-PURIFY MISC	<u>5,314.73</u>
				TOTAL:	5,314.73
CAMPSPOT	11/19/21	ONLINE RESERVATION FEE	RECREATION	OLSON PARK CAMPGROUND	60.00
	11/19/21	MARKET PLACE BOOKING FEE	RECREATION	OLSON PARK CAMPGROUND	<u>1.95</u>
				TOTAL:	61.95
CARLOS CREEK WINERY INC	11/19/21	WINE	LIQUOR	NON-DEPARTMENTAL	<u>1,524.00</u>
				TOTAL:	1,524.00
CENTRAL SALT LLC	11/19/21	ROAD SALT	GENERAL FUND	ICE AND SNOW REMOVAL	3,223.75
	11/19/21	ROAD SALT	GENERAL FUND	ICE AND SNOW REMOVAL	3,130.00
	11/19/21	ROAD SALT	GENERAL FUND	ICE AND SNOW REMOVAL	<u>3,253.75</u>
				TOTAL:	9,607.50
CHAMBER OF COMMERCE	11/19/21	SASSY SATURDAY	LIQUOR	O-GEN MISC	<u>186.54</u>
				TOTAL:	186.54
COOPERATIVE ENERGY CO- ACCT # 5910807	11/19/21	DIESEL ENGINE OIL	GENERAL FUND	PAVED STREETS	69.00
	11/19/21	SPRAYER GAS	RECREATION	PARK AREAS	<u>41.13</u>
				TOTAL:	110.13

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
COTTONWOOD COUNTY SHERIFF OFFICE	11/19/21	CFDA 20.608 DWI	GENERAL FUND	POLICE ADMINISTRATION	1,470.22
	11/19/21	CFDA 20.616 DWI	GENERAL FUND	POLICE ADMINISTRATION	163.36
	11/19/21	CFDA 20.616 SEATBELT	GENERAL FUND	POLICE ADMINISTRATION	<u>517.01</u>
				TOTAL:	2,150.59
JUDY SPENCER	11/19/21	PROMOTIONAL MERCHANDISE	LIQUOR	O-GEN MISC	<u>400.32</u>
				TOTAL:	400.32
CULLIGAN OF WORTHINGTON	11/19/21	MONTHLY SERVICE	GENERAL FUND	SECURITY CENTER	29.75
	11/19/21	MONTHLY SERVICE	GENERAL FUND	SECURITY CENTER	<u>29.75</u>
				TOTAL:	59.50
BRANDON L PEIL	11/19/21	UNIFORM CLOTHING	GENERAL FUND	CODE ENFORCEMENT	<u>158.00</u>
				TOTAL:	158.00
DACOTAH PAPER CO	11/19/21	GRACERY BAGS	LIQUOR	O-GEN MISC	123.40-
	11/19/21	AIR FRESHENER, LIQUOR BAGS	LIQUOR	O-GEN MISC	439.33
	11/19/21	BLEACH	LIQUOR	O-GEN MISC	25.64-
	11/19/21	ICE MELT, GROCERY BAGS	LIQUOR	O-GEN MISC	<u>265.37</u>
				TOTAL:	555.66
DK BUILDINGS, LLC	11/19/21	TENTH STREET PLAZA	RECREATION	NON-DEPARTMENTAL	56,411.10
	11/19/21	TENTH STREET PLAZA	RECREATION	10TH STREET PAVILION	<u>103,586.00</u>
				TOTAL:	159,997.10
DOLL DISTRIBUTING LLC	11/19/21	LIQUOR	LIQUOR	NON-DEPARTMENTAL	117.00
	11/19/21	BEER	LIQUOR	NON-DEPARTMENTAL	8,275.52
	11/19/21	BEER	LIQUOR	NON-DEPARTMENTAL	1,072.12
	11/19/21	MIX	LIQUOR	NON-DEPARTMENTAL	216.00
	11/19/21	BEER	LIQUOR	NON-DEPARTMENTAL	10,170.40
	11/19/21	LIQUOR	LIQUOR	NON-DEPARTMENTAL	117.00
	11/19/21	BEER	LIQUOR	NON-DEPARTMENTAL	<u>3,495.90</u>
				TOTAL:	23,463.94
DUININCK INC	11/19/21	JBS ENTRANCE-ARMOUR ROAD	GENERAL FUND	PAVED STREETS	1,800.72
	11/19/21	PATCH WORK	GENERAL FUND	PAVED STREETS	495.28
	11/19/21	JOOSTEN ROAD RR CORSSING	GENERAL FUND	PAVED STREETS	1,444.02
	11/19/21	JBS ENTRANCE-ARMOUR ROAD	GENERAL FUND	PAVED STREETS	1,554.40
	11/19/21	TEMP ST. REPAIR-13TH, 3RD, WATER		M-TRANS MAINS	<u>718.32</u>
				TOTAL:	6,012.74
E-Z WASH	11/19/21	OCTOBER CAR WASHES	GENERAL FUND	POLICE ADMINISTRATION	<u>76.00</u>
				TOTAL:	76.00
EARL F ANDERSEN INC- DIVISION OF SAFET	11/19/21	SIGNS	GENERAL FUND	SIGNS AND SIGNALS	404.55
	11/19/21	STREET SIGNS	GENERAL FUND	SIGNS AND SIGNALS	<u>243.55</u>
				TOTAL:	648.10
ECHO GROUP INC	11/19/21	TOWER LED BULBS, PHOTOEYE	WATER	M-DIST STRUCTURES	<u>88.73</u>
				TOTAL:	88.73
FASTENAL COMPANY	11/19/21	PALLET RACKING	GENERAL FUND	PAVED STREETS	1,772.56
	11/19/21	MISC. BOLTS	GENERAL FUND	PAVED STREETS	20.60
	11/19/21	BLADES	RECREATION	PARK AREAS	<u>38.50</u>
				TOTAL:	1,831.66

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
FLAHERTY & HOOD PA	11/19/21	LABOR & EMPLOY CONSULT SER	GENERAL FUND	CITY ATTORNEY	<u>776.25</u>
				TOTAL:	776.25
GRAHAM TIRE OF WORTHINGTON INC	11/19/21	MOWER TIRE REPAIR	RECREATION	PARK AREAS	10.00
	11/19/21	MOWER TIRE REPAIR	RECREATION	PARK AREAS	23.87
	11/19/21	MOWER TIRES	RECREATION	PARK AREAS	<u>229.18</u>
				TOTAL:	263.05
HACH COMPANY	11/19/21	LAB CHEMICALS	WATER	O-PURIFY MISC	<u>435.72</u>
				TOTAL:	435.72
HAYENGA KATHLEEN	11/19/21	MRES FALL MEMBER MEETING	ELECTRIC	ADMIN MISC	<u>72.80</u>
				TOTAL:	72.80
HENNING CONSTRUCTION	11/19/21	BUILDING DEMOLITION	RECREATION	FIELD HOUSE	<u>5,625.00</u>
				TOTAL:	5,625.00
HOPE HAVEN INC	11/19/21	CAL CLEANING-OCTOBER	GENERAL FUND	CENTER FOR ACTIVE LIVI	<u>541.67</u>
				TOTAL:	541.67
HY-VEE INC	11/19/21	DIESEL FUEL	GENERAL FUND	POLICE ADMINISTRATION	<u>41.22</u>
				TOTAL:	41.22
HY-VEE INC-61705	11/19/21	FORK LIFT GAS	LIQUOR	O-GEN MISC	<u>32.53</u>
				TOTAL:	32.53
HYDRO-KLEAN LLC	11/19/21	2021 SEWER TELEVISIONING	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	533.51
	11/19/21	2021 SEWER TELEVISIONING	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	<u>505.50</u>
				TOTAL:	1,039.01
INTEGRITY AVIATION INC	11/19/21	FBO MANAGEMENT FEE-NOV	AIRPORT	O-GEN MISC	<u>2,312.00</u>
				TOTAL:	2,312.00
INTERNATIONAL CODE COUNCIL INC	11/19/21	MEMBERSHIP	GENERAL FUND	ECONOMIC DEVELOPMENT	<u>145.00</u>
				TOTAL:	145.00
J & K WINDOWS	11/19/21	WINDOW CLEANING-SEPTEMBER	LIQUOR	O-GEN MISC	<u>120.00</u>
				TOTAL:	120.00
JACKSON COUNTY SHERIFFS OFFICE	11/19/21	CFDA 20.608 DWI	GENERAL FUND	POLICE ADMINISTRATION	2,646.02
	11/19/21	CFDA 20.616 DWI	GENERAL FUND	POLICE ADMINISTRATION	294.00
	11/19/21	CFDA 20.616 SEATBELT	GENERAL FUND	POLICE ADMINISTRATION	<u>700.01</u>
				TOTAL:	3,640.03
JACKSON CYCLE INC	11/19/21	2510 MULE	RECREATION	PARK AREAS	<u>74.83</u>
				TOTAL:	74.83
JANITOR'S CLOSET	11/19/21	OLSON RESTROOM	RECREATION	OLSON PARK CAMPGROUND	<u>446.32</u>
				TOTAL:	446.32
JAYCOX IMPLEMENT INC	11/19/21	CASEIH PUMA 185 TRACTOR-RE	GENERAL FUND	PAVED STREETS	300.00
	11/19/21	CASEIH FARMALL 75A ROPS-RE	RECREATION	SOCCER COMPLEX	300.00
	11/19/21	CASE TRACTOR	RECREATION	PARK AREAS	24,100.00
	11/19/21	BOBCAT E35 MINI EXCAVATOR-	STORM WATER MANAGE	STORM DRAINAGE	<u>5,000.00</u>
				TOTAL:	29,700.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
JERRY'S AUTO SUPPLY OF WORTHINGTON INC	11/19/21	OIL	RECREATION	SOCCER COMPLEX	6.29
	11/19/21	FUEL FILTER	RECREATION	SOCCER COMPLEX	17.23
	11/19/21	KUBOTAS-BELTS	RECREATION	PARK AREAS	50.24
	11/19/21	TOOLCAT LIGHTS	RECREATION	PARK AREAS	24.98
	11/19/21	OIL, WATER-CUSHMAN	RECREATION	PARK AREAS	21.95
	11/19/21	AIR FILTERS FOR AERATION	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	<u>36.63</u>
				TOTAL:	157.32
JOHNSON BROTHERS LIQUOR CO	11/19/21	WINE	LIQUOR	NON-DEPARTMENTAL	59.52
	11/19/21	LIQUOR	LIQUOR	NON-DEPARTMENTAL	10,569.44
	11/19/21	WINE	LIQUOR	NON-DEPARTMENTAL	3,869.30
	11/19/21	MIX	LIQUOR	NON-DEPARTMENTAL	375.95
	11/19/21	BEER	LIQUOR	NON-DEPARTMENTAL	210.00
	11/19/21	LIQUOR	LIQUOR	NON-DEPARTMENTAL	5,362.61
	11/19/21	WINE	LIQUOR	NON-DEPARTMENTAL	1,162.81
	11/19/21	FREIGHT	LIQUOR	O-SOURCE MISC	1.69
	11/19/21	FREIGHT	LIQUOR	O-SOURCE MISC	169.38
	11/19/21	FREIGHT	LIQUOR	O-SOURCE MISC	119.70
	11/19/21	FREIGHT	LIQUOR	O-SOURCE MISC	65.90
	11/19/21	FREIGHT	LIQUOR	O-SOURCE MISC	<u>47.34</u>
				TOTAL:	22,013.64
JSA SERVICES INC	11/19/21	DISINFECTANT, PAPER TOWELS	GENERAL FUND	CENTER FOR ACTIVE LIVI	174.54
	11/19/21	OLSON RESTROOM	RECREATION	OLSON PARK CAMPGROUND	<u>276.96</u>
				TOTAL:	451.50
LAMPERTS YARDS INC-2600013	11/19/21	JOINT STRIP	ELECTRIC	M-DISTR UNDERGRND LINE	<u>18.05</u>
				TOTAL:	18.05
MC GLASS & KEY	11/19/21	KEY STUCK IN DOOR	GENERAL FUND	GENERAL GOVT BUILDINGS	<u>50.00</u>
				TOTAL:	50.00
MINNESOTA DEPARTMENT OF TRANSPORTATION	11/19/21	MATERIALS TESTING/INSPECTI	IMPROVEMENT CONST	RYANS RD-MCMILLAN TO 5	<u>327.23</u>
				TOTAL:	327.23
MINNESOTA ENERGY RESOURCES CORP	11/19/21	GAS SERVICE	WATER	O-PURIFY MISC	82.00
	11/19/21	GAS SERVICE	WATER	O-DISTR MISC	156.38
	11/19/21	GAS SERVICE	WATER	O-DISTR MISC	50.16
	11/19/21	GAS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	50.17
	11/19/21	GAS SERVICE	ELECTRIC	O-DISTR MISC	156.38
	11/19/21	GAS SERVICE	ELECTRIC	O-DISTR MISC	<u>50.17</u>
				TOTAL:	545.26
MISCELLANEOUS V CARABANTES MARAVILLA	11/19/21	REFUND OF DEPOSITS-ACCT FI	ELECTRIC	NON-DEPARTMENTAL	44.56
DABI AMADU K	11/19/21	REFUND OF DEPOSITS-ACCT FI	ELECTRIC	NON-DEPARTMENTAL	18.60
ESTRADA MARTINEZ GABIN	11/19/21	REFUND OF CREDITS-ACCT FIN	ELECTRIC	NON-DEPARTMENTAL	66.69
LARA SILVA FREDERICO J	11/19/21	REFUND OF CREDITS-ACCT FIN	ELECTRIC	NON-DEPARTMENTAL	73.54
MCMURRAY ALICIA L	11/19/21	REFUND OF CREDITS-ACCT FIN	ELECTRIC	NON-DEPARTMENTAL	70.60
ORELLANA MARILYN L	11/19/21	REFUND OF CREDITS-ACCT FIN	ELECTRIC	NON-DEPARTMENTAL	50.79
ORTIZ CHRISTOPHER	11/19/21	REFUND OF CREDITS-ACCT FIN	ELECTRIC	NON-DEPARTMENTAL	71.94
PO SI	11/19/21	REFUND OF CREDITS-ACCT FIN	ELECTRIC	NON-DEPARTMENTAL	281.82
RAMIREZ JAZMINE N	11/19/21	REFUND OF DEPOSITS-ACCT FI	ELECTRIC	NON-DEPARTMENTAL	5.25
SCHNEIDER JOSEPH	11/19/21	REFUND OF DEPOSITS-ACCT FI	ELECTRIC	NON-DEPARTMENTAL	31.22
STEFFEN BRIAN	11/19/21	REFUND OF CREDITS-ACCT FIN	ELECTRIC	NON-DEPARTMENTAL	90.55
WORKU TARIKU MELESE	11/19/21	REFUND OF CREDITS-ACCT FIN	ELECTRIC	NON-DEPARTMENTAL	53.64
BEDFORD TECHNOLOGY	11/19/21	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	2,175.12

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
SLONE SANDRA	11/19/21	SLONE SANDRA:REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	30.00
KADDEE JENNY	11/19/21	KADDEE JENNY:REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	250.00
CARABANTES MARAVILLA	11/19/21	REFUND OF DEPOSITS-ACCT FI	ELECTRIC	ACCTS-RECORDS & COLLEC	0.08
DABI AMADU K	11/19/21	REFUND OF DEPOSITS-ACCT FI	ELECTRIC	ACCTS-RECORDS & COLLEC	0.08
RAMIREZ JAZMINE N	11/19/21	REFUND OF DEPOSITS-ACCT FI	ELECTRIC	ACCTS-RECORDS & COLLEC	0.08
SCHNEIDER JOSEPH	11/19/21	REFUND OF DEPOSITS-ACCT FI	ELECTRIC	ACCTS-RECORDS & COLLEC	<u>0.22</u>
				TOTAL:	3,314.78
MOUNTAIN LAKE POLICE DEPARTMENT	11/19/21	CFDA 20.608 DWI	GENERAL FUND	POLICE ADMINISTRATION	3,387.20
	11/19/21	CFDA 20.616 DWI	GENERAL FUND	POLICE ADMINISTRATION	376.36
	11/19/21	CFDA 20.616 SEATBELT	GENERAL FUND	POLICE ADMINISTRATION	<u>872.57</u>
				TOTAL:	4,636.13
NOBLES COOPERATIVE ELECTRIC	11/19/21	ELECTRIC SERVICE	GENERAL FUND	SECURITY CENTER	8.68
	11/19/21	ELECTRIC SERVICE	GENERAL FUND	SECURITY CENTER	8.69
	11/19/21	ELECTRIC SERVICE	GENERAL FUND	SIGNS AND SIGNALS	20.69
	11/19/21	ELECTRIC SERVICE	GENERAL FUND	SIGNS AND SIGNALS	19.07
	11/19/21	ELECTRIC SERVICE	RECREATION	GOLF COURSE-GREEN	69.88
	11/19/21	ELECTRIC BACK UP	INDUSTRIAL WASTEWA	O-PURIFY MISC	100.00
	11/19/21	ELECTRIC SERVICE	AIRPORT	O-GEN MISC	<u>37.26</u>
				TOTAL:	264.27
NOBLES COUNTY SHERIFF	11/19/21	CFDA 20.608 DWI	GENERAL FUND	POLICE ADMINISTRATION	2,399.77
	11/19/21	CFDA 20.616 DWI	GENERAL FUND	POLICE ADMINISTRATION	266.64
	11/19/21	CFDA 20.616 SEATBELT	GENERAL FUND	POLICE ADMINISTRATION	<u>435.28</u>
				TOTAL:	3,101.69
OFFICE OF MNIT SERVICES	11/19/21	VOICE MONTHLY SERVICE	GENERAL FUND	ADMINISTRATION	31.13
	11/19/21	VOICE MONTHLY SERVICE	GENERAL FUND	CLERK'S OFFICE	37.24
	11/19/21	VOICE MONTHLY SERVICE	GENERAL FUND	ACCOUNTING	16.52
	11/19/21	VOICE MONTHLY SERVICE	GENERAL FUND	ENGINEERING ADMIN	104.39
	11/19/21	VOICE MONTHLY SERVICE	GENERAL FUND	ENGINEERING ADMIN	11.00
	11/19/21	VOICE MONTHLY SERVICE	GENERAL FUND	ECONOMIC DEVELOPMENT	50.36
	11/19/21	VOICE MONTHLY SERVICE	GENERAL FUND	ECONOMIC DEVELOPMENT	11.01
	11/19/21	MONTHLY CALL DIRECTORY	DATA PROCESSING	DATA PROCESSING	49.73
	11/19/21	VOICE MONTHLY SERVICE	DATA PROCESSING	DATA PROCESSING	<u>30.20</u>
				TOTAL:	341.58
OMG MIDWEST INC DBA SOUTHERN MINNESOTA	11/19/21	2021 BITUMINOUS OVERLAYS	IMPROVEMENT CONST	NON-DEPARTMENTAL	23,029.65-
	11/19/21	2021 BITUMINOUS OVERLAYS	IMPROVEMENT CONST	STERLING AVE PAVING	58,873.65
	11/19/21	2021 BITUMINOUS OVERLAYS	IMPROVEMENT CONST	CHERRYWOOD LN ST SURFA	60,170.67
	11/19/21	2021 BITUMINOUS OVERLAYS	IMPROVEMENT CONST	OVERLAY PROGRAM	<u>341,548.72</u>
				TOTAL:	437,563.39
ONE OFFICE SOLUTION-WOCITY	11/19/21	FRAME, HANGING FOLDERS, MA	GENERAL FUND	ENGINEERING ADMIN	4.39
	11/19/21	FRAME, HANGING FOLDERS, MA	GENERAL FUND	ECONOMIC DEVELOPMENT	<u>114.64</u>
				TOTAL:	119.03
ONE OFFICE SOLUTION-NCLAW	11/19/21	POCKET FILES	GENERAL FUND	SECURITY CENTER	24.61
	11/19/21	POCKET FILES	GENERAL FUND	SECURITY CENTER	<u>24.62</u>
				TOTAL:	49.23
ONE OFFICE SOLUTION-WOCITY	11/19/21	LEGAL PAD, PENS, HIGHLIGHT	RECREATION	FIELD HOUSE	37.04
	11/19/21	PEN REFILLS	DATA PROCESSING	DATA PROCESSING	<u>2.99</u>
				TOTAL:	40.03

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ONE OFFICE SOLUTION-WOUTIL	11/19/21	CALCULATOR TAPE, CORRECT T WATER		ACCTS-RECORDS & COLLEC	18.80
	11/19/21	CALCULATOR TAPE, CORRECT T MUNICIPAL WASTEWAT		ACCT-RECORDS & COLLECT	18.79
	11/19/21	CALCULATOR TAPE, CORRECT T ELECTRIC		ACCTS-RECORDS & COLLEC	<u>37.60</u>
				TOTAL:	75.19
PAUSTIS WINE COMPANY	11/19/21	LIQUOR	LIQUOR	NON-DEPARTMENTAL	87.00
	11/19/21	WINE	LIQUOR	NON-DEPARTMENTAL	2,661.00
	11/19/21	FREIGHT	LIQUOR	O-SOURCE MISC	<u>36.25</u>
				TOTAL:	2,784.25
PEPSI COLA BOTTLING CO OF PIPESTONE, M	11/19/21	MIX	LIQUOR	NON-DEPARTMENTAL	29.95
	11/19/21	MIX	LIQUOR	NON-DEPARTMENTAL	86.92
	11/19/21	MIX	LIQUOR	NON-DEPARTMENTAL	<u>125.90</u>
				TOTAL:	242.77
PHILLIPS WINE & SPIRITS INC	11/19/21	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,907.75
	11/19/21	WINE	LIQUOR	NON-DEPARTMENTAL	1,072.25
	11/19/21	MIX	LIQUOR	NON-DEPARTMENTAL	64.20
	11/19/21	LIQUOR	LIQUOR	NON-DEPARTMENTAL	5,796.15
	11/19/21	WINE	LIQUOR	NON-DEPARTMENTAL	524.00
	11/19/21	WINE	LIQUOR	NON-DEPARTMENTAL	72.00-
	11/19/21	LIQUOR	LIQUOR	NON-DEPARTMENTAL	15.21-
	11/19/21	WINE	LIQUOR	NON-DEPARTMENTAL	19.98-
	11/19/21	WINE	LIQUOR	NON-DEPARTMENTAL	288.00-
	11/19/21	FREIGHT	LIQUOR	O-SOURCE MISC	37.60
	11/19/21	FREIGHT	LIQUOR	O-SOURCE MISC	46.21
	11/19/21	FREIGHT	LIQUOR	O-SOURCE MISC	101.66
	11/19/21	FREIGHT	LIQUOR	O-SOURCE MISC	15.22
	11/19/21	FREIGHT	LIQUOR	O-SOURCE MISC	1.69-
	11/19/21	FREIGHT	LIQUOR	O-SOURCE MISC	<u>5.07-</u>
				TOTAL:	10,163.09
PRODUCTIVITY PLUS ACCOUNT	11/19/21	SKIDLOADER	GENERAL FUND	PAVED STREETS	52.80
	11/19/21	SOCCER TRACTOR REPAIR	RECREATION	SOCCER COMPLEX	31.30
	11/19/21	SOCCER TRACTOR REPAIR	RECREATION	SOCCER COMPLEX	2,585.99
	11/19/21	TOOLCAT	RECREATION	PARK AREAS	96.06
	11/19/21	TOOLCAT	RECREATION	PARK AREAS	<u>406.13</u>
				TOTAL:	3,172.28
QUARNSTROM & DOERING P A	11/19/21	LUTTERMAN ASSMT APPEAL	IMPROVEMENT CONST	W GATEWAY DR SANITARY	<u>337.50</u>
				TOTAL:	337.50
RADIO WORKS LLC	11/19/21	2021 GROCERY GIVE AWAY	LIQUOR	O-GEN MISC	500.00
	11/19/21	ALL IN SPORTS	LIQUOR	O-GEN MISC	150.00
	11/19/21	WORTHINGTON SOCCER 2021	LIQUOR	O-GEN MISC	<u>50.00</u>
				TOTAL:	700.00
RED BULL DISTRIBUTION COMPANY INC	11/19/21	MIX	LIQUOR	NON-DEPARTMENTAL	<u>202.50</u>
				TOTAL:	202.50
RESCO	11/19/21	UMT METER MODULES	ELECTRIC	FA DISTR METERS	<u>8,379.00</u>
				TOTAL:	8,379.00
RUNNINGS SUPPLY INC-ACCT#9502440	11/19/21	SMALL TOOLS	WATER	O-DIST UNDERGRND LINES	269.83
	11/19/21	WORK BOOTS	WATER	O-DISTR MISC	317.93
	11/19/21	SHOP SUPPLIES	WATER	O-DISTR MISC	27.05

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	11/19/21	CLEANING SUPPLIES	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	9.78
	11/19/21	CLEANING SUPPLIES	MUNICIPAL WASTEWAT	O-PURIFY MISC	8.27
	11/19/21	SPADE	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	34.99
	11/19/21	BLADES	ELECTRIC	O-DISTR MISC	15.29
	11/19/21	TOOLS	ELECTRIC	O-DISTR MISC	56.15
	11/19/21	BRACKET	ELECTRIC	O-DISTR MISC	<u>44.95</u>
				TOTAL:	784.24
RUNNINGS SUPPLY INC-ACCT#9502485	11/19/21	MISC TRUCKS	GENERAL FUND	PAVED STREETS	81.46
	11/19/21	SHOVELS	GENERAL FUND	PAVED STREETS	54.98
	11/19/21	SNOW	GENERAL FUND	ICE AND SNOW REMOVAL	70.79
	11/19/21	CHRISTMAS LIGHTS	GENERAL FUND	MISC SPECIAL DAYS/EVEN	37.16
	11/19/21	CHRISTMAS LIGHTS	GENERAL FUND	MISC SPECIAL DAYS/EVEN	12.98
	11/19/21	BALL FIELDS	RECREATION	BALLFIELD MAINTENANCE	19.08
	11/19/21	LEAF BLOWER	RECREATION	PARK AREAS	<u>659.99</u>
				TOTAL:	936.44
SCHAAP SANITATION	11/19/21	MONTHLY SERVICE	GENERAL FUND	GENERAL GOVT BUILDINGS	41.27
	11/19/21	MONTHLY SERVICE	GENERAL FUND	PAVED STREETS	123.06
	11/19/21	MONTHLY SERVICE	RECREATION	PARK AREAS	123.06
	11/19/21	MONTHLY SERVICE	LIQUOR	O-GEN MISC	<u>278.73</u>
				TOTAL:	566.12
SCHWALBACH ACE HARDWARE-5930	11/19/21	SERVICE CALL-CAL	GENERAL FUND	CENTER FOR ACTIVE LIVI	105.00
	11/19/21	CHRISTMAS LIGHTS	GENERAL FUND	MISC SPECIAL DAYS/EVEN	520.44
	11/19/21	CHRISTMAS DECOR	GENERAL FUND	MISC SPECIAL DAYS/EVEN	63.96
	11/19/21	KNIVES, TAPE	RECREATION	PARK AREAS	52.29
	11/19/21	KEYS-CHAUTAUQUA RESTROOM	RECREATION	PARK AREAS	<u>11.36</u>
				TOTAL:	753.05
SCHWALBACH ACE #6067	11/19/21	CEMENT FOR MH I&I REPAIRS	MUNICIPAL WASTEWAT	M-SOURCE MISC	35.97
	11/19/21	STRAP	ELECTRIC	M-DISTR UNDERGRND LINE	<u>5.18</u>
				TOTAL:	41.15
SHORT ELLIOTT HENDRICKSON INC	11/19/21	FIELD HOUSE	RECREATION	FIELD HOUSE	3,795.00
	11/19/21	CHAUTAUQUA PARK IMPROVEMEN	RECREATION	PARK AREAS	1,532.00
	11/19/21	OXFORD ST RECON/TAP TRAILS	IMPROVEMENT CONST	OXFORD STREET RECON	4,778.51
	11/19/21	OXFORD ST RECON/TAP TRAILS	IMPROVEMENT CONST	OXFORD STREET RECON	5,900.43
	11/19/21	AQUATIC CENTER	AQUATIC CENTER FAC	AQUATIC CENTER FACILIT	<u>5,942.60</u>
				TOTAL:	21,948.54
SOUTHERN GLAZER'S WINE AND SPIRITS LL	11/19/21	LIQUOR	LIQUOR	NON-DEPARTMENTAL	3,611.66
	11/19/21	MIX	LIQUOR	NON-DEPARTMENTAL	93.40
	11/19/21	WINE	LIQUOR	NON-DEPARTMENTAL	84.00
	11/19/21	LIQUOR	LIQUOR	NON-DEPARTMENTAL	3,653.16
	11/19/21	WINE	LIQUOR	NON-DEPARTMENTAL	1,569.11
	11/19/21	LIQUOR	LIQUOR	NON-DEPARTMENTAL	4,062.50
	11/19/21	WINE	LIQUOR	NON-DEPARTMENTAL	294.00
	11/19/21	FREIGHT	LIQUOR	O-SOURCE MISC	0.92
	11/19/21	FREIGHT	LIQUOR	O-SOURCE MISC	57.35
	11/19/21	FREIGHT	LIQUOR	O-SOURCE MISC	0.46
	11/19/21	FREIGHT	LIQUOR	O-SOURCE MISC	9.25
	11/19/21	FREIGHT	LIQUOR	O-SOURCE MISC	1.85
	11/19/21	FREIGHT	LIQUOR	O-SOURCE MISC	47.79
	11/19/21	FREIGHT	LIQUOR	O-SOURCE MISC	36.46
	11/19/21	FREIGHT	LIQUOR	O-SOURCE MISC	5.86

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	11/19/21	FREIGHT	LIQUOR	O-SOURCE MISC	107.30
	11/19/21	FREIGHT	LIQUOR	O-SOURCE MISC	<u>12.95</u>
				TOTAL:	13,648.02
TEREX USA LLC	11/19/21	BUCKET TRUCK CATTRACK REPA RECREATION		TREE REMOVAL	3,780.00
	11/19/21	BUCKET TRUCK CATTRACK REPA RECREATION		TREE REMOVAL	<u>3,906.38</u>
				TOTAL:	7,686.38
THOMSON REUTERS - WEST	11/19/21	OCTOBER CHARGES	GENERAL FUND	POLICE ADMINISTRATION	<u>261.32</u>
				TOTAL:	261.32
TRENTON J STOYKE	11/19/21	MATS-CITY HALL	GENERAL FUND	GENERAL GOVT BUILDINGS	<u>60.80</u>
				TOTAL:	60.80
TRI-STATE RENTAL CENTER	11/19/21	CUTTING TORCH TIP	WATER	O-DISTR MISC	18.95
	11/19/21	BLADE	ELECTRIC	O-DISTR MISC	<u>64.95</u>
				TOTAL:	83.90
TURFWERKS	11/19/21	PARTS	RECREATION	SOCCER COMPLEX	<u>769.27</u>
				TOTAL:	769.27
TULINE	11/19/21	C-FOLD TOWELS FOR BREAK RO MUNICIPAL WASTEWAT		O-PURIFY MISC	<u>54.00</u>
				TOTAL:	54.00
UAST BROADBAND	11/19/21	CAL INTERNET	GENERAL FUND	CENTER FOR ACTIVE LIVI	142.97
	11/19/21	THEATER TELEPHONE SERVICE	RECREATION	THEATER	<u>82.51</u>
				TOTAL:	225.48
VETERINARY MEDICAL CTR PA	11/19/21	FOOD	GENERAL FUND	POLICE ADMINISTRATION	141.07
	11/19/21	FOOD, BOARDING	GENERAL FUND	POLICE ADMINISTRATION	<u>159.05</u>
				TOTAL:	300.12
MARGARET HURLBUT VOSBURGH	11/19/21	HATHA YOGA INSTRUCTOR	GENERAL FUND	CENTER FOR ACTIVE LIVI	<u>467.00</u>
				TOTAL:	467.00
WORTHINGTON BUILDING MATERIALS INC	11/19/21	SHELVING	ELECTRIC	M-DISTR UNDERGRND LINE	<u>56.53</u>
				TOTAL:	56.53
WORTHINGTON CABLE 3 TV PUBLIC ACCESS	11/19/21	FRANCHISE FEE-OCT-MEDIACOM CABLE TELEVISION		CABLE	3,471.46
	11/19/21	FRANCHISE FEE-SEPT-MEDIACO CABLE TELEVISION		CABLE	<u>3,533.65</u>
				TOTAL:	7,005.11
WORTHINGTON FOOTWEAR & REPAIR	11/19/21	SAFETY SHOES-BUILDING OFFI	GENERAL FUND	ECONOMIC DEVELOPMENT	<u>110.00</u>
				TOTAL:	110.00
WORTHINGTON HOTEL GROUP LLC	11/19/21	EVENT CENTER UTILITIES	EVENT CENTER	EVENT CENTER	<u>2,488.77</u>
				TOTAL:	2,488.77
WORTHINGTON PRINTING CO INC	11/19/21	SNOW REMOVAL CIRCULARS	GENERAL FUND	ICE AND SNOW REMOVAL	<u>396.89</u>
				TOTAL:	396.89
ZABINSKI BUSINESS SERVICES INC	11/19/21	WIRELESS SCANNER	LIQUOR	O-GEN MISC	<u>3,628.62</u>
				TOTAL:	3,628.62
ZIEGLER INC	11/19/21	MAINTENANCE ON GENSET	ELECTRIC	M-SOURCE EQUIPMENT	<u>235.71</u>
				TOTAL:	235.71

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
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===== FUND TOTALS =====

101	GENERAL FUND	38,905.90
202	MEMORIAL AUDITORIUM	120.00
214	EVENT CENTER	2,488.77
229	RECREATION	212,797.37
401	IMPROVEMENT CONST	448,907.06
431	AQUATIC CENTER FACILITY	8,455.70
601	WATER	2,310.29
602	MUNICIPAL WASTEWATER	34,366.84
604	ELECTRIC	13,697.97
605	INDUSTRIAL WASTEWATER	1,712.50
606	STORM WATER MANAGEMENT	5,728.22
609	LIQUOR	122,094.13
612	AIRPORT	2,349.26
702	DATA PROCESSING	82.92
872	CABLE TELEVISION	7,005.11

GRAND TOTAL: 901,022.04

TOTAL PAGES: 10

PACKET: 04161 Regular Payments

VENDOR SET: 01

*** DRAFT/OTHER LISTING ***

BANK : 1 FIRST STATE BANK SOUTHWES

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
F00122	FIRST STATE BANK SOUTHWEST		D	11/20/2021			001586	13,095.38
M00115	MISSOURI RIVER ENERGY SERVICES		D	11/20/2021			001587	1,193,579.36
S00202	STATE OF MINNESOTA DEPT OF REVENUE		D	11/20/2021			001588	107,678.00

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	0.00	1,314,352.74	1,314,352.74
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	3	0.00	1,314,352.74	1,314,352.74

TOTAL ERRORS: 0

TOTAL WARNINGS: 0