

WORTHINGTON CITY COUNCIL

AGENDA

7:00 P.M. - Tuesday, December 28, 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 December 13, 2021

2. MINUTES OF BOARDS AND COMMISSIONS (PINK)

a. Water & Light Commission Minutes of December 20, 2021

b. Cross Cultural Advisory Committee Meeting Minutes of November 16, 2021

c. Heron Lake Watershed District Meeting Minutes of October 8, 2021

3. CITY COUNCIL BUSINESS (WHITE)

Case Item(s)

1. 2022 License Renewals

2. Application for Exemption from Lawful Gambling Permit -
Worthington Area YMCA

4. FINANCIAL STATEMENTS (LAVENDER)

a. Municipal Liquor Store Income Statement for the Period January 1,
2021 through November 30, 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

G. CITY COUNCIL BUSINESS - PUBLIC UTILITIES (YELLOW)

Case Item(s)

1. 2022 Utility Department Strategic Financial Plans

H. CITY COUNCIL BUSINESS - PUBLIC SAFETY (TAN)

Case Item(s)

1. Acceptance of Program Funds - Secret Santa
2. Fire Agreement - Lorain Township
3. Acceptance of Donation

I. CITY COUNCIL BUSINESS - PUBLIC WORKS (GREEN)

Case Item(s)

1. 2022 YMCA Summer Program Fees
2. Approve Design Proposals for Olson Park Trail, Pedestrian Bridge and Sunset Parking Improvements

J. CITY COUNCIL BUSINESS - ADMINISTRATION (WHITE)

Case Item(s)

1. Approve a Resolution Accepting a Grant for the city of Worthington - Center for Active Living
2. Bio Science Industrial Park Addition Parcel Distribution
3. COVID-19 Vaccination, Testing and Face Covering Policy
4. International Union of Operating Engineers (I.U.O.E.) Local #49, Contract

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

Case Item(s)

1. Proposed Changes to Municipal Parking Lot between Park Lane and 11th Street (Thompson Lot)

L. COUNCIL COMMITTEE REPORTS

1. Mayor Kuhle
2. Council Member Janssen
3. Council Member Ernst
4. Council Member Kielblock
5. Council Member Kolpin
6. Council Member Cummings

M. CITY ADMINISTRATOR REPORT

N. ADJOURNMENT

**WORTHINGTON CITY COUNCIL
REGULAR MEETING, DECEMBER 13, 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, Chris Kielblock, Alaina Kolpin. Excused Absence: Larry Janssen.

Staff present: Steve Robinson, City Administrator; Hyunmyeong Goo, Assistant City Engineer; Todd Wietzema, Public Works Director; Jeff Faragher, Assistant City Engineer; Steve Schnieder, City Engineer; Deb Olsen, Finance Director; Matt Selof, City Planner; Mindy Eggers, City Clerk.

Others present: Emma McNamee, The Globe; Ryan McGaughey, Radio Works; Frida Ramos, Jose Ramos, Marie Wasmund Mews, Denny & Paula Engesser, Rita Basset, Dave Dorpinghaus, Travis Winters, Bolton & Menk, Inc., Rebecca Kurtz, Ehlers & Associates.

The Pledge of Allegiance was recited.

AGENDA APPROVED WITH ADDITIONS/CHANGES

Mayor Kuhle stated Item *G.9. Bio Science Industrial Park Addition Parcel Distribution* would be added to the agenda.

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

CONSENT AGENDA

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

- City Council Meeting Minutes of November 22, 2021
- Water & Light Commission Meeting Minutes of December 6, 2021
- Park & Recreation Advisory Board Meeting Minutes of November 30, 2021
- Economic Development Authority Meeting Minutes of November 8, 2021
- Housing & Redevelopment Authority Meeting Minutes of October 27, 2021
- 2022 License Renewals
- 2022 Hangar Lease Rates - Worthington Municipal Airport
- Bills payable and totaling \$3,655,773.00 be ordered paid

**PUBLIC HEARING AND RESOLUTION NO. 2021-12- ADOPTING A MODIFICATION
TO THE REDEVELOPMENT PLAN FOR REDEVELOPMENT PROJECT NO. 5; AND
ESTABLISHING TIF DISTRICT NO. 19 IN REDEVELOPMENT PROJECT NO. 5, AND
ADOPTING A TAX INCREMENT FINANCING PLAN THEREFOR**

Steve Robinson, City Administrator, said city staff has had discussions with the owners of the Cemstone property to exchange Cemstone's two parcels of land along Sherwood Street for an equal number of acres of City-owned land in the North Industrial Park. This exchange will allow Cemstone to expand their facilities and create a new opportunity for commercial development at the current ready-mix operations site.

Mr. Robinson said to assist with reimbursing the City expenses incurred with the land swap, the City has initiated the establishment of Tax Increment Financing District 1-19: Sherwood / Lake Street (the "TIF District"). The TIF District is a redevelopment district with a maximum of 26 years of tax increment.

He said while the City anticipates some expenses related to the Cemstone site, it is estimated the tax increment generated on the site will exceed the expenses. Therefore, the proposed TIF District also includes three parcels located at 106 Lake Street. By including these parcels in the TIF District, increment generated on the Cemstone property could be used to assist with redevelopment of the property on Lake Street.

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

Rebecca Kurtz, Ehlers & Associates, provided information on establishing a tax increment financing district (TIF). She said the new TIF District would include five parcels of land in separate areas which are the former ready-mix site and a former gas station located on Lake Street.

Ms. Kurtz said by establishing the TIF District it would allow for redevelopment in the areas specified by locking in a base rate during the duration of the TIF District. Funds for the expenses are generated from the difference of the value of improved property and the locked base value. She explained that there is an estimated maximum budget of 5 million dollars over the 26-year term of the TIF District. The dollars can be used for redevelopment or reimbursement for demolition and clean-up of a site. She said that the city has until the end of June to certify the TIF District and after that the five-year time limit begins for the city to incur costs.

Mayor Kuhle asked if there was anyone that would like to speak for or against the modification to the redevelopment plan. No comments were received.

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

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

RESOLUTION NO. 2021-12-75

A RESOLUTION ADOPTING A MODIFICATION TO THE REDEVELOPMENT PLAN FOR REDEVELOPMENT PROJECT NO. 5; AND ESTABLISHING TIF DISTRICT NO. 19 IN REDEVELOPMENT PROJECT NO. 5, AND ADOPTING A TAX INCREMENT FINANCING PLAN THEREFOR

(Refer to Ordinance File for complete copy of Resolution)

PUBLIC HEARING AND RESOLUTION NO. 2021-12-76 ORDERING IMPROVEMENT AND PREPARATION OF PLANS AND SPECIFICATIONS

Pursuant to published notice, this was the time and date set for a public hearing Ordering Improvement and Preparation of Plans and Specifications.

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

Steve Schnieder, City Engineer, said this is the first of two public hearings that are required for the Eighth Avenue reconstruction project. Mr. Schneider introduced Travis Winters, Bolton & Menk, who presented a scope and impacts to the project along with a schedule of the proposed assessments. Mr. Winters said the reconstruction project will involve complete street reconstruction, reduce sewer inflow, infiltration and increase capacity along with increasing the water flow capacity, replacing a deteriorating infrastructure. It will also improve the reliability and decrease maintenance while improving surface drainage conditions.

The proposed improvements will include street reconstruction, driveway aprons, curb & gutter, storm sewer mains, catch basins and intakes as necessary for other improvements. Water main pipes, hydrants, valves and fittings, water and sanitary sewer services to the property lines. Additional private service replacement may be considered if necessary with the homeowners' agreement. Concrete sidewalks will also be replaced.

Mr. Winters said approving plans and specifications and authorizing Advertisement of Bids will take place in February 2022; the bid opening, consideration of bids and awarding the construction contract in March 2022. Construction is planned to start in April of 2022 with assessment hearings and approving the assessments taking place in October 2022.

He explained the estimated assessments are based on the current cost estimates, after the end of the project, homeowners would receive notice and a hearing would happen after that allowing homeowners to appeal.

The estimated project cost is as follows:

Street (Concrete pavement)	\$942,000.00
Street (Bituminous pavement)	\$777,550.00

Sidewalk	\$88,820.00
Storm Sewer	\$15,010.00
Sanitary Sewer	\$82,410.00
Watermain	\$429,760.00
Total Cost (Concrete)	\$1,558,100.00
Total Cost (Bituminous)	\$1,393,350.00

Council Member Cummings asked the life expectations of concrete versus bituminous. Mr. Winters said that bituminous has a 20-year life with routine overlays and concrete has a 30-year life and while it is more expensive up front over the years comes out to the same as bituminous and sections of concrete can be replaced easier if needed.

The Mayor asked if there was any testimony. Marie Wasmund-Mews said she has a rental and said the proposed assessments would be a burden. She said the house is very small and only charges \$325.00 per month rent.

Denny Engesser said that he is for the project as the street needs to be redone but wondered if the sump pumps could be run under the boulevard. Mr. Winters said that all of the current underground sump pumps would be allowed.

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

A motion was made by Council Member Cummings, seconded by Council Member Ernst and unanimously carried to approve *Option 3*: Surfacing will be either bituminous or concrete as determined following receipt of the alternate bids and also approve the following resolution:

RESOLUTION NO. 2021-12-76

A RESOLUTION ORDERING IMPROVEMENT AND PREPARATION OF PLANS AND SPECIFICATIONS

(Refer to Resolution File for complete copy of Resolution)

LAW ENFORCEMENT LABOR SERVICES #4 CONTRACT APPROVED

Steve Robinson, City Administrator, said the current LELS #4 which represents non-supervisor patrol officers, detectives and dispatchers expire on December 31, 2021.

He explained City and WPU management staff participated in one in-person negotiating session with LELS #4 representatives and have reached a tentative agreement for a three-year contract with a

3.50% cost-of-living adjustment effective January 1, 2022, a 3.50% cost-of-living adjustment effective January 1, 2023, a 3.50% cost-of-living adjustment effective January 1, 2024.

The additional changes to the proposed agreement include the following:

- Adjusting longevity payments to the following:
 - \$0.20 per hour after five years of continuous service from the current \$0.14 per hour,
 - \$0.30 per hour after ten years of continuous service from the current \$0.23 per hour,
 - \$0.40 per hour after fifteen years of continuous service from the current \$0.32 per hour,
 - \$0.50 per hour after twenty years of continuous service from the current \$0.40 per hour,
 - \$0.60 per hour after twenty-five years of continuous service from the current \$0.49 per hour.
- Allow employees to accumulate up to sixty (60) hours of compensatory time from the current forty (40) hours,
- Allow employees providing training to receive one hour of compensatory time or one hour of straight time pay for each shift in which they are training a new employee,
- Adjust clothing and clothing maintenance allowance for non-uniformed officers from \$0.37 per hour to \$0.38 per hour, and
- Adjust fitness membership reimbursement from \$350.00 per year to \$400.00 per year.

Mr. Robinson said the terms of the agreement have been presented to the Compensation Committee, comprising two City Council members and two Water & Light Commissioners, and the committees recommend approval of the proposed terms. He also noted that in past practice, non-aligned employees of the City and WPU subject to the Compensation Administration Guidelines receive the same cost-of-living adjustment.

A motion was made by Council Member Ernst, seconded by Council Member Kielblock and unanimously carried to approve the terms of the 2022 - 2024 LELS #4 union agreement and also include the non-aligned employees of the City and WPU to receive the same cost-of-living adjustment.

RESOLUTION NO. 2021-12-77 ADOPTED TO ACCEPT THE REDISTRIBUTION OF UNREQUESTED CORONAVIRUS LOCAL FISCAL RECOVERY FUND ESTABLISHED UNDER THE AMERICAN RESCUE PLAN ACT

Mr. Robinson said Congress adopted the American Rescue Plan Act (ARPA) in March 2021. ARPA funds are intended to provide support to state, local, and tribal governments in responding to the impact of COVID-19 and their efforts to contain it in their communities, residents and governments. The City of Worthington received \$693,048.58 in ARPA funds on July 27, 2021. This amount represented the first half of the total amount that will be received by the City.

The remaining funds will be distributed approximately twelve months from the initial disbursement.

The City received an additional ARPA distribution of \$22,695.43 that remained from unrequested funds that were allocated to Minnesota non-entitlement units of local government.

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

RESOLUTION NO. 2021-12-77

A RESOLUTION TO ACCEPT THE REDISTRIBUTION OF UNREQUESTED CORONAVIRUS LOCAL FISCAL RECOVERY FUND ESTABLISHED UNDER THE AMERICAN RESCUE PLAN ACT

(Refer to Ordinance File for the complete copy of resolution)

RESOLUTION NO. 2021-12-78 ADOPTED APPROVING THE 2021 TAX LEVIES COLLECTIBLE IN 2022, AND THE WORTHINGTON HOUSING AND REDEVELOPMENT AUTHORITY 2021 TAX LEVY COLLECTIBLE IN 2021

Mr. Robinson said on September 13, 2021, Council approved a proposed property tax levy of \$5,915,331 for 2021 (a 17.08% increase over 2021). He said it is staff's recommendation to approve the final levy in the amount of \$5,681,145 (a 12.44% increase over 2021). He explained the levy includes a General Purpose Tax Levy of \$4,530,712 and Special Tax Levies of \$1,150,544. The Special Tax Levy includes Economic Development Tax abatements of \$51,000.

Mr. Robinson stated the City Council would take public comment at this time on the proposed levies. No comments were received.

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

RESOLUTION NO. 2021-12-78

RESOLUTION APPROVING 2021 TAX LEVIES COLLECTIBLE IN 2022

(Refer to Resolution File for complete copy of Resolution)

WORTHINGTON HOUSING AND REDEVELOPMENT AUTHORITY

RESOLUTION APPROVING THE 2021 TAX LEVY COLLECTIBLE IN 2022

BE IT RESOLVED, by the City Council of Worthington and the Housing and Redevelopment

Authority of the City of Worthington, County of Nobles, State of Minnesota, that the following sum of money be levied for the current year, collectible in 2021, upon the taxable property in said City of Worthington, Minnesota for the following Purposes:

SPECIAL TAX LEVY	CERTIFIED LEVY 2021/2022
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HOUSING AND REDEVELOPMENT
AUTHORITY TAX LEVY
(Minnesota Statute 469-033, subdivision 6)

Special Tax for Operations	\$145,000.00
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NET CERTIFIED LEVY	\$145,000.00
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RESOLUTION NO. 2021-12-79 APPROVING THE 2022 CITY OF WORTHINGTON FUND BUDGETS

Staff presented the proposed separate City Fund Budgets for Council approval.

The motion was made by Council Member Ernst, seconded by Council Member Cummings and unanimously carried to adopt the following resolution approving the 2022 City of Worthington Fund Budgets:

RESOLUTION NO. 2021-12-79

A RESOLUTION FOR THE APPROVAL OF THE 2022 FUND BUDGETS FOR THE CITY OF WORTHINGTON, MINNESOTA

(Refer to Resolution File for complete copy of Resolution)

APPROVED BURNING APPLICATION - MINNESOTA WEST COMMUNITY & TECHNICAL COLLEGE

Mr. Robinson said an application for a Burning Permit was submitted by Minnesota West Community and Technical College that would allow them to complete a maintenance burn on the pollinator plot on the Worthington Campus, at the corner of West Lake Avenue and Sundown Drive.

The date and time of the burn is subject to wind and weather factors along with coordinating with the Fire Department.

A motion was made by Council Member Ernst, seconded by Council Member Kolpin and unanimously carried to approve the Burn permit for the Minnesota West Community & Technical College.

THIRD READING AND ORDINANCE NO. 1177 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)

Steve Robinson, City Administrator, said pursuant to published notice, this was the time and date set for the third 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).

A complete copy of the ordinance was provided in the November 8, 2021 council agenda.

The motion was made by Council Member Cummings, seconded by Council Member Ernst and unanimously carried to give a third reading and subsequently adopt the proposed ordinance.

ORDINANCE NO. 1177

AN 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)
(Refer to Ordinance File for the complete copy of ordinance)

RESOLUTION NO. 2021-12-80 ADOPTED DESIGNATING POLLING PLACES FOR ELECTION PRECINCTS WITHIN THE CITY OF WORTHINGTON

Steve Robinson, City Administrator, stated the Minnesota Statute requires that the City Council designate polling places for each precinct. The polling places for the primary election and the 2022 general election will be as follows:

Ward 1 - Precinct 1 - Lakeside Church (First Baptist Church) - 1000 Linda Lane
Ward 1 - Precinct 2 - Lakeside Church (First Baptist Church) - 1000 Linda Lane
Ward 1 - Precinct 3 - Lakeside Church (First Baptist Church) - 1000 Linda Lane
Ward 1 - Precinct 4 - American Reformed Church - 1720 N. Burlington
Ward 1 - Precinct 5 - American Reformed Church - 1720 N. Burlington

Ward 2 - Precinct 1 - YMCA - 1501 Collegeway
Ward 2 - Precinct 2 - Nobles County Public Works - 960 Diagonal Road
Ward 2 - Precinct 3 - Nobles County Public Works - 960 Diagonal Road
Ward 2 - Precinct 4 - Solid Rock Church - 1730 Diagonal Road
Ward 2 - Precinct 5 - Solid Rock Church - 1730 Diagonal Road

The motion was made by Council Member Kielblock, seconded by Council Member Cummings and

unanimously carried to adopt the following resolution designating Polling Places for Election precincts within the City of Worthington.

RESOLUTION NO. 2019-12-80

A RESOLUTION DESIGNATING POLLING PLACES FOR ELECTION PRECINCTS WITHIN
THE CITY OF WORTHINGTON

(Refer to Resolution File for complete copy of Resolution)

BIO SCIENCE INDUSTRIAL PARK ADDITION PARCEL DISTRIBUTION APPROVED

Mr. Robinson said Prairie Holdings Group, LLC (PHG) acquired Lots 1-8, Block 3 in the Bio Science Industrial Park from the City in February 2014 for \$359,999.00 on a contract for deed agreement, amortized over twenty years at five percent (5.0%) interest. The agreement stipulated that monthly payments were forgiven as long as PHG complied with terms of the development agreement. The balance remaining on the contract for deed as of November 25, 2021 is \$262,045.91.

Prairie Holdings Group then acquired approximately 4.36 acres along the north boundary of Lots 1-8 in Block 3 in November 2014 for a lump sum of \$43,501.00.

They then acquired a portion of Outlot A in the Bio Science Industrial Park in November 2015 for a lump sum of \$14,636.10. This area is generally restricted by storm water retention and utility easements.

The ownership of Prairie Holdings Group has requested that the parcels noted above be re-platted and transfer Lot 1 of Block 1 to Southwest Real Estate, LLC; Lot 2 of Block 1 to BCRS Real Estate, LLC; Lot 3 of Block 1 to the City of Worthington.

Mr. Robinson presented these options by a color coded map for Council to see.

He said that council is requested to consider the following:

- Terminate the existing loan agreement and contract for deed,
- Southwest Real Estate, LLC (PHG Real Estate, LLC) shall convey to the City of Worthington Lots 1-8 of Block 3 and those parts described herein,
- Southwest Real Estate, LLC (PHG Real Estate, LLC) shall convey to the City of Worthington the portion of the north boundary of the original lots 7 and 8 of Block 3 that are adjacent to the newly platted Lot 3 of Block 1 via warranty deed for the price of \$20,314.97,
- Enter into a new loan agreement and contract for deed with Southwest Real Estate, LLC for Lot 1 of Block 1 of the Worthington Bio Science Industrial Park Addition for the purchase price of \$123,772.68 amortized over 12 years and 4 months at five percent (5.0%) interest. The City agrees to forgive each payment due under the contract for deed on a monthly basis so long as Southwest Real Estate, LLC abides by the terms of the loan and contract for deed agreements, and

- Enter into a new loan agreement and contract for deed with BCRS Real Estate, LLC for Lot 2 of Block 1 of the Worthington Bio Science Industrial Park Addition for the purchase price of \$62,675.85 amortized over 12 years and 4 months at five percent (5.0%) interest. The City agrees to forgive each payment due under the contract for deed on a monthly basis so long as BCRS Real Estate, LLC abides by the terms of the loan and contract for deed agreements.

Mr. Robinson said any of these actions should be contingent on approval by the City Attorney.

Council Member Cummings asked why action had to be taken tonight since the City Attorney has not had a chance to look at it. Mr. Robinson said that the City has been working on this project with them for a year and a half.

Dave Dorpinghaus, Prairie Holdings, said it wouldn't have to be done tonight but they would like it done before the end of the year as they still need to obtain parcel numbers.

Council Member Cummings said that approving it tonight on a contingency of the City Attorney's decision doesn't make any sense considering there is no urgency. He said that he would like the City Attorney to review and then move forward. Council Members concurred.

RESOLUTION NO.'S 2021-12-81, 2021-12-82, 2021-12-83, 2022-12-84, 2021-12-5, 2021-12-86 ACCEPTING A DONATION OF PERSONAL PROPERTY

Todd Wietzema, Public Works Director, said the Park and Recreation Advisory Committee has received request from six parties to place benches in City parks and along the bike trails. The requests are as follows:

- Tom LeBon to place a bench in Cherry Point Park in memory of Tom Tracy.
- Jane Hanson Lowe to place a bench along the trail in Sailboard Beach, in recognition of the Hanson Girls.
- Fiola Family, to place a bench at the Chautauqua Park Bandshell, in memory of Janice Fiola.
- Sharon Johnson, to place a bench at the Chautauqua Park Bandshell, in memory of Jeff Johnson.
- Bourassa Children, to place a bench across from 506 West Lake Ave., in honor of Ron and Pat Bourassa.
- Dan Van Ede, to place a bench at the Chautauqua Park Bandshell, in memory of John and Milli Van Ede

The donations meet all the requirements as set forth in the Park Donation policy adopted by City Council. The Park and Recreation Advisory Board recommends the City Council accept the donations by adopting the resolutions:

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

RESOLUTION NO. 2021-12-81

A RESOLUTION ACCEPTING A DONATION OF PERSONAL PROPERTY

(Refer to Resolution File for complete copy of Resolution)

RESOLUTION NO. 2021-12-82

A RESOLUTION ACCEPTING A DONATION OF PERSONAL PROPERTY

RESOLUTION NO. 2021-12-83

(Refer to Resolution File for complete copy of Resolution)

RESOLUTION NO. 2021-12-84

A RESOLUTION ACCEPTING A DONATION OF PERSONAL PROPERTY

(Refer to Resolution File for complete copy of Resolution)

RESOLUTION NO. 2021-12-85

A RESOLUTION ACCEPTING A DONATION OF PERSONAL PROPERTY

(Refer to Resolution File for complete copy of Resolution)

RESOLUTION NO. 2021-12-86

A RESOLUTION ACCEPTING A DONATION OF PERSONAL PROPERTY

(Refer to Resolution File for complete copy of Resolution)

APPROVED YMCA 2022 SUMMER YOUTH RECREATION PROGRAMS AGREEMENT

Mr. Wietzema said the City of Worthington contracts with the Worthington Area YMCA to promote, manage and operate the City's summer youth recreation programs for its residents. The Park Advisory Board has met and approved the 2022 agreement.

The fee for the management agreement paid by the City to the YMCA for 2022 is \$58,400.00, a 5.02% increase over 2021, which will be paid in twelve monthly installments.

A motion was made by Council Member Cummings, seconded by Council Member Ernst and unanimously carried to approve the YMCA 2022 Summer Youth Recreation Programs Agreement.

APPROVED 2022 YMCA SUMMER PROGRAM FEES

Mr. Wietzema said the Park and Recreation Advisory Board met on November 30th and reviewed and endorsed the proposed 2022 YMCA summer program fees. The programs include the YMCA's Fun and Adventure Day Camp and Summer Sports Programs.

Mr. Wietzema explained the YMCA is proposing a 5% increase to the 2021 Day Camp fees and a zero increase to the Summer Sports Programs fees. He noted the increase in the day camp fees is because they need to hire a Day Camp Coordinator and due to insurance regulations the ratios need to be decreased.

Mayor Kuhle asked why some of the programs had a member and nonmember fee. Mr. Wietzema said that Meredith Daley had planned to be in attendance but something had come up so he will coordinate with her to come to the next Council meeting to go over it more in detail before Council approves it.

APPROVED 2022 PARK USER FEES AND CAMPGROUND RATES

Mr. Wietzema said the Park and Recreation Advisory Board has reviewed and proposed that there are no changes to the 2022 Olson Park Campground Fees. He explained there would be a few minor changes to the 2022 Park User fees as shown below:

10th Street Plaza from \$50.00 to \$150.00 and a \$100.00 damage deposit
Centennial Shelter from \$50.00 to \$75.00 and a \$75.00 damage deposit
Slater Shelter from \$30.00 to \$50.00 and a \$75.00 damage deposit

Mr. Wietzema noted that the changes above are for the new 10th Street Plaza and the updated renovated parks. The damage deposit of \$75.00 was increased from \$40.00 because the lower amount does not cover staff costs if something were to happen.

A motion was made by Council Member Ernst, seconded by Council Member Cummings and unanimously carried to approve the 2022 Park User Fees and Campground Rates.

APPROVED CONDITIONAL USE PERMIT - 1521 OXFORD STREET

Matt Selof, City Planner, said the Light of the World Church has applied for a conditional use permit to operate a church in the existing building located at 1521 Oxford Street. Pursuant to Minnesota Statute §462.3595 and as outlined in Worthington City Code Chapter 155, Appendix E, the City requires that Churches, temples, and other places of worship require a conditional use permit in the 'B-3' – General Business District, the zoning designation of the subject property. The legal description of the subject property under consideration is as follows:

The west 69.5' of lot 4 and the east 36' of lot 5, block 1, North Worthington, City of

Worthington, Nobles County, Minnesota.

The Planning Commission met on December 7th, 2021 and voted unanimously to recommend approval of the requested conditional use permit subject to the following conditions:

1. Meeting space be limited to the southwest portion of the building commonly known as 1521 Oxford Street.
2. The property maintain compliance with all applicable local, State, and Federal standards and regulations.

Mr. Selof explained that this conditional use permit is a little different compared to others as there are three different rentals on the property and each has their own address. He said if the church would relocate the permit would stay with the property. There is a 20-seat capacity and currently there are six members of the church.

Frida Ramos, Light of the World Church, said that right now they are a very small congregation but would like to grow and eventually buy a property. Ms. Ramos said the current location has two bathrooms and is also wheelchair accessible which meets their current needs.

A motion was made by Council Member Cummings, seconded by Council Member Kolpin and unanimously carries to approve the conditional use permit at 1521 Oxford Street.

COUNCIL COMMITTEE REPORTS

1. Mayor Kuhle - No report.
2. Council Member Janssen - No report.
3. Council Member Ernst - No report.
4. Council Member Kielblock - No report.
5. Council Member Kolpin - No report.
6. Council Member Cummings - No report.

CITY ADMINISTRATOR REPORT

Mr. Robinson had no report.

ADJOURNMENT

A motion was made by Council Member Ernst, seconded by Council Member Kolpin and unanimously carried to adjourn the meeting at 8:40 p.m.

Mindy L. Eggers. MCMC
City Clerk

WATER AND LIGHT COMMISSION MINUTES REGULAR MEETING DECEMBER 20, 2021

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

Staff members present were Scott Hain, General Manager; Patrick Demuth, Electric Superintendent; Vida Iten, Customer Service Supervisor; Deb Scheidt, Secretary to the Commission

Others present: None

AGENDA ADDITIONS/CLOSURE

A motion was made by Commissioner Hayenga, seconded by Commissioner Ernst and unanimously carried to close the agenda as presented.

CONSENT AGENDA APPROVED

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

- Water and Light Commission minutes of the regular meeting held on December 6, 2021
- Staff reports for November 2021
- Utility bills payable totaling \$1,254,867.27 for December 10 and December 17, 2021

FINANCIAL STATEMENTS AND SALES REPORTS

A motion was made by Commissioner Hayenga, seconded by Commissioner Nixon and unanimously carried to accept the financial statements and sales reports for November 2021.

DISCUSSION ON MIGRATION TO MISSOURI RIVER ENERGY SERVICES (MRES) COORDINATED PROGRAMS

Scott Hain, General Manager, Patrick Demuth, Electric Superintendent, and Vida Iten, Customer Service Supervisor, had a discussion with the Commission on the potential migration to the Missouri River Energy Services (MRES) coordinated programs currently being offered to member communities. The four programs include load management, advanced metering infrastructure (AMI), customer information and billing systems (CIS) and meter data management (MDM).

Mr. Hain reported that in developing these programs, MRES has gone through an extensive vendor selection process, many times including the use of focus groups consisting of individuals from member communities (Patrick Demuth and Vida Iten were included in some of the focus groups). Through this process, MRES solicited and received proposals from vendors, performed an extensive evaluation process and negotiated group pricing.

Worthington Public Utilities' (WPU) existing load management, AMI and CIS systems were implemented prior to the MRES coordinated programs being offered. As our existing systems age and require upgrades and possible replacement, it is staff's opinion that there would be significant advantages to migrating to these MRES coordinated programs. As a result, utility staff requested and received a quotation from Eaton for the load management and AMI programs. Eaton's estimated cost was just over \$2.2 million which included all the program amenities (excluding installation). Tyler Technologies submitted an estimated cost of \$94,423 (hosted on site) for the CIS systems with an annual recurring fee of \$13,488. Tyler also submitted an estimated cost of \$71,850 (cloud based) for the CIS systems with an annual recurring fee of \$27,720. WPU is currently participating in the MRES coordinated MDM program.

After a lengthy discussion, it was the consensus of the Commission that utility staff continue to move forward with the migration to the load management, AMI and CIS systems coordinated programs currently being offered by MRES.

COMMISSION COMMITTEE REPORTS

There were no Commission committee reports.

GENERAL MANAGER REPORT

Scott Hain, General Manager, reported that he attended a final hearing on December 20, 2021, at the Worthington Event Center to hear and consider the Viewer's Report for the redetermination of benefits and damages for Nobles County Ditch 12. Mr. Hain reported that he and Steve Schneider, Acting City Engineer, had raised a number of issues regarding the initial Viewer's Report and that the Nobles County Board took action at the final hearing to continue the hearing until those issues had been addressed.

ADJOURNMENT

A motion was made by Commissioner Nixon, seconded by Commissioner Hayenga and unanimously carried to adjourn the meeting at 4:22 P.M. President Weg declared the meeting adjourned.

Deb A. Scheidt
Secretary to the Commission

CROSS CULTURAL ADVISORY COMMITTEE**Meeting Minutes****7:00 p.m. – Tuesday, November 16, 2021****City Hall Council Chambers****Zoom link needed**

In attendance: City Administrator Steve Robinson, Council member Ernst, Andrea Duarte, Tah So Collah, Abrera, Scott Barber, McNay, and Cheniqua

Other guests present (non-voting): Zawdee, Lizbeth, Angie, and Edgar

A. Call to Order - 7:01pm**B. Agenda – Additions/Changes and Closure**

Motion to approve agenda by Council member Ernst – 2nd by Pastor Scott – motion was approved

C. Approval of Minutes (October Meeting)

Motion to approve meeting minutes by Pastor Scott, 2nd by Abrera – motion was approved

D. City Council Updates – Amy and Steve

Steve, Council member Ernst brought up an email received from Mayor Kuhle about CCAC maybe in partnership with Community Education on implementing a “Leadership Class “ to educate our citizens on 1. City issues and departments 2. County issues and departments 3. School District issues and department. the CCAC started the discussion and found that CCAC could assist with helping do the community outreach but most likely wouldn’t be the one’s orchestrating that partnership.

New hires are starting at the City. The City of Worthington is looking for new activities to do with parents and older adults. The Assistant Engineer is leaving soon and will be replaced, and the department is turning around.

Steve let the CCAC know that the Field House updates will be communicated through the different channels of social media giving updates to the community to get the message out.

City of Worthington Movie Theater projected for December 2021.

E. CCAC Member Updates**F. Celebrations Around the World**

Tah So notified the CCAC that this has been cancelled.

G. City Director of Community Engagement & Communications Position

Overall, we had several community members in attendance to consider the CCAC. Had a robust community dialogue regarding the business, community, student, and neighborhood needs.

H. Open Seat

- a. Introduction of Special Guests (Prospective Nominees)?**
- b. Q&A with special guests**
- c. Recommendations from special guests**

I. Adjournment

McNay motioned for the adjournment, Cheniqua 2nd the motion - motion passed and meeting was adjourned at 8:30pm

Minutes of the October 8, 2021 Special Meeting of the HLWD

President Rasche called the meeting to order at 8:05 AM.

Present included Wayne Rasche, Mark Bartosh, Cory Reith, Jason Freking, and Randy Lubben – Board.
Virtual: Kelly Rasche - Jackson County, Jacob Rischmiller – ISG, Dave Macek and Mike Rossow – landowners.

Motion to approve the agenda by Lubben, seconded by Freking. Passed unanimously.

Branch G Ditch

Mike Rossow talked about what went wrong at the beginning of the project with how the dirt was cleared in the beginning.

There is 3 to 6 inches of black dirt available to finish filling in the abandon tile line on Branch G while ISG planned on there being 1 foot of black dirt. The landowner would like one and a half feet of black dirt on the abandon tile ditch. ISG recommended one and a half feet of black dirt for the project.

Mike Rossow discussed what went wrong at the beginning of the project with how the dirt was cleared to fill in the tile ditch.

Jacob Rischmiller discussed the design of the project and how the dirt work was supposed to be done. The contractor did the dirt work according to the design. Mike Rossow discussed what has been happening since the project started and the problems that have been encountered along the way.

Wayne Rasche presented some ideas of a compromise and was wondering what Mike would like to see done to fix the problem. Dave Macek discussed what he has seen for quality of dirt work on the project so far. Mike Rossow told the Board about some of the problems he has seen with the contractor while ISG was offsite. The Board was informed what the lay of the land was before the project started. The Board tried to come to a compromise on making the project right with everyone.

Jacob Rischmiller was asked to talk to the contractor about what some of the options are to fix the problem before the October 20 meeting. The Board talked about having ISG on site while the contractor was fixing problems on the Rossow property. There was a discussion about who has authority over the contractor while they are on site. ISG does not have authority to tell the contractor what to do on site because of insurance issues. The board talked about some of the things that happened at the very beginning of the project to get us to the point we are at today. Some of the problems that have been encountered are that the contractor was not keeping the black dirt separate of the clay and that sand and rocks were getting mixed in with the black dirt.

Motion by Bartosh to table the change order, seconded by Freking. Passed unanimously.

There is a completion date deadline of March 31, 2022 for this project. There is a \$1200/day fine for being late on finishing the project.

Meeting adjourned at 9:25 AM

Secretary Cory Reith

CITY OF WORTHINGTON, MINNESOTA

MUNICIPAL LIQUOR STORE
INCOME STATEMENT
For the Period 1/1/21 Through 11/30/21
(Amounts in Dollars)

	Total 2021 Budget	NOVEMBER		%	YTD	
		Actual	Previous Year	YTD Actual to Budget	Actual	Previous Year
Sales						
Liquor	1,925,000	168,549	161,856	93.2%	1,794,728	1,745,730
Wine	620,000	60,964	60,696	84.3%	522,905	520,110
Beer	2,250,000	170,220	172,940	96.8%	2,179,025	2,114,777
Mix/nonalcohol	73,000	5,779	5,660	108.2%	79,008	66,754
NSF charges	100	40	-	80.0%	80	150
Net Sales	4,868,100	405,552	401,152	94.0%	4,575,746	4,447,521
Cost of Goods Sold						
Liquor	1,370,450	119,567	116,143	93.0%	1,274,654	1,247,546
Beer	1,712,971	130,443	134,639	96.0%	1,643,702	1,625,302
Wine	447,663	44,440	42,463	92.7%	415,026	367,703
Soft drinks/mix	54,197	3,700	3,685	98.1%	53,151	46,493
Freight	29,000	3,478	3,083	103.1%	29,904	27,450
Total Cost of Goods Sold	3,614,281	301,628	300,013	94.5%	3,416,437	3,314,494
Gross Profit	1,253,819	103,924	101,139	92.5%	1,159,309	1,133,027
Operating Expenses						
Personnel services	444,226	30,886	35,437	83.5%	370,942	401,182
Supplies	28,000	4,611	7,980	79.9%	22,373	38,377
Other services & charges	200,859	9,581	13,852	88.1%	176,894	168,604
Interest	20,763	-	-	0.0%	-	-
Depreciation (estimated)	107,000	8,917	8,750	91.7%	98,083	96,250
Total Operating Expenses	800,848	53,995	66,019	83.4%	668,292	704,413
Operating Income (Loss)	452,971	49,929	35,120	108.4%	491,017	428,614
Non-Operating Revenues (Expenses)						
Interest earnings **	5,100	425	417	83.7%	4,270	4,652
Other non-operating	-	-	-	-	12	459
Sale of fixed asset	-	-	-	-	-	-
Loss on fixed asset	-	-	-	-	-	-
Total Non-Operating Revenue (Expense)	5,100	425	417	84.0%	4,282	5,111
Net Income (Loss) b/Operating Transfers	458,071	50,354	35,537	108.1%	495,299	433,725
Operating Transfers-In	-	-	-	-	-	-
Operating Transfers-Out	(275,000)	(22,917)	(22,917)	91.7%	(252,087)	(252,087)
Net Income (Loss)	183,071	27,437	12,620	N/A	243,212	181,638

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

ADMINISTRATIVE SERVICES MEMO

DATE: DECEMBER 23, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

CONSENT AGENDA CASE ITEM

1. 2022 LICENSE RENEWALS

The following 2022 License Renewal Applications have been received and are submitted for Council approval:

On-Sale Beer

El Taco Restaurant - 418 Tenth Street

Off-Sale Beer

Tienda Tacana #2 - 228 Tenth Street

Pawn License

Pawn-It - 1730 Oxford Street

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

Council action is requested on the additional 2022 License renewal applications.

2. APPLICATION FOR EXEMPTION FROM LAWFUL GAMBLING PERMIT - WORTHINGTON AREA YMCA

The Worthington Area YMCA, has submitted an Application for Exemption from Lawful Gambling as follows:

Organization:	Worthington Area YMCA
CEO:	Meredith Daley
Type of Event:	Raffle
Date & Location of Event:	March 11, 2022 Worthington Event Center

1447 Prairie Drive

The application (included as ***Exhibit 1***) must be approved by the local governing body prior to being sent to the State for approval.

Council action is requested on the Application for Exemption from Lawful Gambling for the Worthington Area YMCA.

CASE ITEMS

1. **APPROVE A RESOLUTION ACCEPTING A GRANT FOR THE CITY OF WORTHINGTON - CENTER FOR ACTIVE LIVING**

The City of Worthington - Center for Active Living has received a grant for \$142,218 from the Minnesota River Area Agency on Aging. The grant period will run from January 1, 2022 to December 31, 2022. It will cover education and technology training with the purchase of laptops, Ipads and a partnership with a MN West instructor. A small portion will be used for health promotion with the grant covering instructor fees. The grant will allow us to purchase bicycles, bike helmets, kayaks, paddles, lifejackets, a raised garden bed and supplies, a smart board, projector, software and several printers/scanners, and copiers to name a few things. Radio and newspaper advertising will also be included. We will also be able to offer sessions on healthy living with a dietician, history of music with an instructor, along with some translation services. We are excited to offer our active older adult population these amenities to truly live “The Good Life”.

Copies of the Grant Agreement (***Exhibit 2***) and the accompanying Resolution (***Exhibit 3***) are included in your packet.

Council action is requested to pass the Resolution for the Grant Agreement for the Center for Active Living.

2. **BIO SCIENCE INDUSTRIAL PARK ADDITION PARCEL DISTRIBUTION**

Prairie Holdings Group, LLC (PHG) acquired Lots 1-8, Block 3 in the Bio Science Industrial Park from The City in February 2014 for \$359,999.00 in a contract for deed agreement, amortized over twenty years at five percent (5.0%) interest. The agreement stipulated that monthly payments were forgiven as long as PHG complied with terms of the development agreement. The balance remaining on the contract for deed as of November 25, 2021 is \$262,045.91

PHG acquired approximately 4.36 acres along the north boundary of Lots 1-8 in Block 3 in November 2014 for a lump sum of \$43,501.00

PHG acquired a portion of Outlot A in the Bio Science Industrial Park in November 2015 for a lump sum of \$14,636.10. This area is generally restricted by storm water retention and utility easements.

Ownership of PHG have requested that the parcels noted above be re-platted and transfer Lot 1 of Block 1 to Southwest Real Estate, LLC; Lot 2 of Block 1 to BCRS Real Estate, LLC; Lot 3 of Block 1 to the City of Worthington.

Council is requested to consider the following:

- Terminate the existing loan agreement and contract for deed, *Exhibit 4*,
- Southwest Real Estate, LLC (PHG Real Estate, LLC) shall convey to the City of Worthington Lots 1-8 of Block 3 and those parts described herein, *Exhibit 5*,
- Southwest Real Estate, LLC (PHG Real Estate, LLC) shall convey to the City of Worthington the portion of the north boundary of the original lots 7 and 8 of Block 3 that are adjacent to the newly platted Lot 3 of Block 1 via warranty deed for the price of \$20,314.97, *Exhibit 6*,
- Enter into a new loan agreement and contract for deed with Southwest Real Estate, LLC for Lot 1 of Block 1 of the Worthington Bio Science Industrial Park Addition for the purchase price of \$123,772.68 amortized over 12 years and 4 months at five percent (5.0%) interest. The City agrees to forgive each payment due under the contract for deed on a monthly basis so long as Southwest Real Estate, LLC abides by the terms of the loan and contract for deed agreements, *Exhibit 7*, and
- Enter into a new loan agreement and contract for deed with BCRS Real Estate, LLC for Lot 2 of Block 1 of the Worthington Bio Science Industrial Park Addition for the purchase price of \$62,675.85 amortized over 12 years and 4 months at five percent (5.0%) interest. The City agrees to forgive each payment due under the contract for deed on a monthly basis so long as BCRS Real Estate, LLC abides by the terms of the loan and contract for deed agreements, *Exhibit 8*.

Council action is requested contingent of approval by the City Attorney.

3. **COVID-19 VACCINATION, TESTING AND FACE COVERING POLICY**

The OSHA COVID-19 Emergency Temporary Standard (ETS) on vaccination and testing requires employers with 100 or more employees to establish, implement, and enforce a written policy allowing any employee to either choose to be fully vaccinated against COVID-19 or provide proof of regular testing for COVID-19 and wear a facemask in lieu of vaccination. We have been advised that Minnesota OSHA is preparing to adopt the ETS as

soon as January 3, 2022, pending judicial determination by the U.S. Supreme Court.

Staff has prepared the policy included as ***Exhibit 9***. Council should consider establishing a policy regarding payment or reimbursement for testing for employees that choose to not get vaccinated for personal, religious or medical reasons.

Council action is requested to adopt the COVID-19 Vaccination, Testing and Face Covering Policy and give direction regarding costs associated with testing of individual employees.

4. **INTERNATIONAL UNION OF OPERATING ENGINEERS (I.U.O.E.) LOCAL #49, CONTRACT**

The current contract with I.U.O.E. Local #49, which represents non-salaried employees in the Water, Wastewater, Public Works departments and the Engineering Technicians expires on December 31, 2021.

City and WPU administrative staff participated in three in-person negotiating sessions with I.U.O.E. representatives and have reached a tentative agreement for a three-year contract with a 3.50% cost-of-living adjustment effective January 1, 2022, a 3.50% cost-of-living adjustment effective January 1, 2023, a 3.50% cost-of-living adjustment effective January 1, 2024.

The only other change to the current agreement with IUOE Local 49 is an adjustment in Stand-By Duty compensation. Employees on stand-by duty currently receive 10-1/2 hours of pay at the regular rate for each week that they are assigned to such duty. The proposed agreement increases stand-by compensation to 14 hours of pay at their regular rate for each week assigned to stand-by duty. This change affects only those employees subject to stand-by duty in the Water and Waste Water Departments.

Union membership met on December 22, 2021 and voted to approve the agreement.

The terms of the agreement have been presented to the Compensation Committee, comprised of two City Council members and two Water & Light Commissioners; the committee recommends approval of the proposed terms. A strike-through version of the agreement is included as ***Exhibit 10***.

Council is requested to approve the terms of the 2022 - 2024 agreements with IUOE #49 contingent upon approval by the Water and Light Commission.

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Worthington Area YMCA Previous Gambling Permit Number: X53003

Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: _____

Mailing Address: 1501 Collegeway

City: Worthington State: MN Zip: 56187 County: Nobles

Name of Chief Executive Officer (CEO): Meredith Daley

CEO Daytime Phone: 507-376-6197 CEO Email: meredith.daley@ymcaworthington.org
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): kris.hohensee@ymcaworthington.org

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted
(for raffles, list the site where the drawing will take place): Worthington Event Center

Physical Address (do not use P.O. box): 1447 Prairie Drive

Check one:
☒ City: Worthington Zip: 56187 County: Nobles
☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): March 11, 2022

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

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

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

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

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

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

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

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

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

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

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: Meredith Daley Date: 12/20/2021
(Signature must be CEO's signature; designee may not sign)

Print Name: Meredith Daley

REQUIREMENTS

Complete a separate application for:

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

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

Questions?

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

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

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

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



NOTIFICATION OF GRANT AWARDED
UNDER TITLE III-B Grant OF THE OLDER AMERICANS ACT

Minnesota River Area Agency on Aging®, Inc.
201 North Broad Street, Suite 102, Mankato, MN 56001

Type of Grant or Action

New or Continuation

Date of Obligation of Grant Herein Awarded

2022 Area Plan on Aging

Name of Proposed Project:

The Good Life Project

Name, Address and Phone Number of Applicant Organization:

City of Worthington - Center for Active Living
303 9th Street, Worthington, MN, 56187
507-376-6457

Project Number

316-22-003B-113

CFDA Number

93.044

Project Year

1

Approved Project Period:



Beginning: 01/01/2022

Ending: 12/31/2022



APPROVED COSTS

COST CATEGORIES	Amount
1. Personnel	\$45,897.00
2. Fringe Benefits	\$0.00
3. Travel	\$224.00
4. Equipment	\$0.00
5. Supplies	\$52,300.00
6. Contractual	\$39,600.00
7. Other	\$31,444.00

COMPUTATION OF GRANT

COST CATEGORIES	Amount
10. TOTAL COSTS	\$169,465.00
a. Cost Share Revenue	\$1,800.00
b. Voluntary Contributions	\$350.00
c. Interest Income	\$0.00
d. Other Cash	\$0.00
12. Net Cost	\$167,315.00
13. Federal Share	\$142,218.00
14. Non-Federal Share	\$25,097.00



CONDITIONS

1. Unless revised, the Federal Share amount, will constitute a ceiling for Federal participation in the approved cost.
2. The Federal share of a project cost is earned only when the cost is accrued, and the Non-Federal share of the cost has been contributed. Receipt of Federal funds (either through advance or reimbursement) does not constitute earning of these funds.
3. If the actual net cost is less than the budgeted net cost, the Non-Federal share will meet 15% and the Federal share will meet 85% of the net cost for the project year of this grant.
4. Funds herein awarded will remain available during the length of the project period.
5. Award is subject to provisions of the Older Americans Act of 1965, as amended; Title 45, Parts 74 and 92 of Federal Regulations; Administration on Aging Regulations; Minnesota Board on Aging (MBA) Policy and Procedures; Minnesota River Area Agency on Aging®, Inc. (MNRAAA) Policies and Procedures; approval of MNRAAA's Area Plan by MBA; and any conditions listed.
6. Award is subject to the availability of funds from the Administration on Aging to MBA to MNRAAA.
7. Award is subject to clarification of the project's budget and outcomes to assure that they meet all requirements of state and federal regulations.
8. The grantee must abide by all requirements and responsibilities as defined by MBA and by MNRAAA.
9. The grantee is required to complete and submit to MNRAAA the Audit Determination Form and is required to participate in one of the following:
 - a) Grantee organizations with less than \$750,000 in federal expenditures in any one year are required to participate in an on-site Financial and Program Compliance Review. The review will be arranged and conducted by MNRAAA staff. Frequency of the review will be determined through a risk assessment.
 - b) Grantee organizations with \$750,000 or more in federal expenditures in any one year shall be responsible for annual audits to be completed, in accordance with OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, within 180 days following the end of the project year. The audit will verify, at a minimum, allowable expenses and income receipts during the project period relative to the performance of each service and how many service units were provided. To the extent the grantee's payments during the project period exceed the documented and allowable expenses identified by the audit, MNRAAA will require repayment by the grantee of the excess payments made to the grantee.
 - 1) The grantee assumes the responsibility for the fiscal and contractual arrangements of the audit.
 - 2) The grantee must furnish MNRAAA with the audit report and the following schedules: Statement of Assets, Liabilities and Fund Balance; Statement of Revenue Expenditures and Changes in Fund



Balance; and Statement of Budgeted and Incurred Costs by Line Item.

10. All books, pamphlets, paper or articles based on activities receiving support under Title III must contain acknowledgment of MNRAAA providing funds and acknowledgment of MBA as the administering state agency.
11. The grantee must make services available to all older persons (60+) and their caregivers without regard to race, color, creed, religion, national origin, disability, or sex and must include a non-discrimination notice on all written communications to the public.
12. The grantee must take appropriate steps, as are necessary, to develop a capability for communicating effectively and fully with participants and members of the public who are sensory impaired. Appropriate steps include:
 - a) Establishing and implementing policies and procedures which provide for a means of communication with sight and hearing-impaired persons;
 - b) Notifying the general public and persons with disabilities about the reasonable accommodations that are available.
13. The grantee must establish and implement policies and procedures which provide for a means of communication with non- and limited-English speaking individuals.
14. The grantee's service sites must be accessible to individuals who are handicapped.
15. All subcontractors, grantees, and consultants must be Equal Opportunity and Affirmative Action employers and support incorporation of the ADA.
16. The grantee shall provide the level of service(s) specified in their response to the Request for Grant Applications attached thereto submitted and approved on November 10, 2021, on file with the AAA, and incorporated by reference and made a part of this Agreement.
17. The grantee agrees to conform with all policies and standards specified in the request for Grant Applications and all Appendices attached thereto in which take precedence and as further detailed in the AAA Operations Manual and the Title III Provider Handbook.
 - (1) Services must be implemented according to these standards unless a temporary or permanent waiver of compliance has been granted by the AAA
 - (2) The grantee shall obtain prior approval from the AAA for any programmatic changes, including any grant revisions.
18. The grantee shall:
 - Develop a project name and include it on the approved project budget and other appropriate application documents. -Completed
 - Work closely with MNRAAA staff and participate in training to ensure compliance with all regulations and requirements of Title III funding.

Name and Title of Individual Authorized to Commit Applicant Organization to this Agreement:



Name: Mike Kuhle

Title: Mayor

Date: December 15, 2021

Signature:

DocuSigned by:

2C8535C9E363457...

Name and Title of Individual Authorized to Issue this Agreement:

Name: Robert D. Roesler

Title: Board Chairman

Date: December 15, 2021

Signature:

DocuSigned by:

Robert D. Roesler

64CC3D2EEC004C4...

RESOLUTION NO. _____

**AUTHORIZATION TO ACCEPT
MINNESOTA RIVER AREA AGENCY ON AGING GRANT CONTRACT FOR THE
CITY OF WORTHINGTON - CENTER FOR ACTIVE LIVING**

It is resolved by the City of Worthington - Center for Active Living as follows:

1. That the Minnesota River Area Agency on Aging Project Number, 316-22-003B-113

"2022 Area Plan on Aging - The Good Life Project," at the

City of Worthington - Center for Active Living is accepted.

2. That the _____ and _____ are
(Mayor, Chairperson, President, etc.) (Clerk, Auditor, Secretary, etc.)

authorized to execute this Contract and any amendments on behalf of the

City of Worthington - Center for Active Living

CERTIFICATION

STATE OF MINNESOTA

COUNTY OF NOBLES

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

Worthington City Council
(Name of the Recipient)

at an authorized meeting held on the 28th day of December, 2021

as shown by the minutes of the meeting in my possession.

(SEAL)

CITY OF WORTHINGTON

Mayor

ATTEST: _____
City Clerk

AGREEMENT TO TERMINATE EXISTING LOAN AGREEMENT AND CONTRACT FOR DEED AND TO EXECUTE NEW LOAN AGREEMENTS AND CONTRACTS FOR DEED

THIS AGREEMENT is made and entered into as of the 25th day of November, 2021, by and between the City of Worthington, hereinafter called the "City"; Southwest Real Estate, LLC formerly known as Prairie Holdings Group Real Estate, LLC, a Minnesota Limited Liability Company, hereinafter referred to as "SWRE" and "Developer"; and BCRS Real Estate, LLC, a Minnesota Limited Liability Company, hereinafter referred to as "BCRSRE."

WHEREAS, the City and Prairie Holdings Group, entered into a Loan Agreement, Development Contract and Contract for Deed dated February 18, 2014, all of which were subsequently assigned to PHGRE which is now known as SWRE.

WHEREAS, said Loan Agreement provided that the City would finance the purchase of that certain tract of land described on Exhibit 'A' hereto by way of a 20-year Contract for Deed and that each of the 240 payments to be made pursuant to the Contract would be forgiven on a monthly basis so long as the Developer met, and continued to meet, the requirements of the Loan Agreement, Development Contract and Contract for Deed.

WHEREAS, the First Amendment to Contract for Deed was entered into by the parties on September 25, 2014, which amendment provided for the purchase by the predecessor of SWRE of that certain tract of land from the City of Worthington which is legally described on Exhibit 'B-1' which is attached hereto, for the sum of \$43,501.00.

WHEREAS, the Second Amendment to Contract for Deed was entered into by the parties on November 12, 2015, which amendment added another tract of land to the original Contract for Deed, without additional consideration, which tract is legally described on Exhibit 'B-2'.

First Amendment incorporated the legal descriptions set out on Exhibits 'A', 'B-1' and 'B-2'.

WHEREAS, the requirements of the Development Contract have all been met.

WHEREAS, the requirements of the Loan Agreement have been met with the exception of the ongoing requirement set forth in Section 3.4 that "Developer agrees to operate the facility constructed upon the subject property for no less than twenty (20) years from and after the date of this Agreement." The penalty for the "[f]ailure to maintain a facility on the subject property for the first twenty years following execution of this agreement shall [be the] discontinuance of the forgiveness of the monthly payment obligation."

WHEREAS, the Contract for Deed was subsequently amended and continues to be in effect and is not in default by either party.

WHEREAS, the City and SWRE have caused the real estate which is the subject of the Contract for Deed, as amended, be re-platted as WORTHINGTON BIO SCIENCE INDUSTRIAL PARK SECOND ADDITION, a copy of which is attached hereto as Exhibit 'C'.

WHEREAS, the Members of SWRE are in the process of allocating various company assets to related entities, including SWRE and BCRSRE.

WHEREAS, SWRE desires to sell, and the City of Worthington desires to purchase, that certain tract of property described on Exhibit 'D' from SWRE, and SWRE is willing to sell said tract of property to the City for the sum of \$20,314.97.

WHEREAS, the parties to this Agreement have determined that the best way to ensure that the City, SWRE, and BCRSRE acquire good title to certain portions of the re-platted property, is to first convey those tracts legally described on Exhibit 'D' to the City before the City reconveys certain tracts from to SWRE and BCRSRE and to itself using the new legal descriptions as set forth in the Plat attached as Exhibit 'C'.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. SWRE will execute and deliver a Quit Claim Deed to the City transferring the property described on Exhibits 'A' and 'B', except the property described on Exhibit 'D'.
2. SWRE will execute and deliver to the City a Warranty Deed transferring the property described on Exhibit 'D' upon payment of the sum of \$20,314.97.
3. The execution and delivery of the Quit Claim Deed and Warranty Deed will terminate the Contract for Deed, as amended.
4. SWRE will ensure that all liens against the properties conveyed by the Deeds, other than easements, will be satisfied no later than the date of execution of the Deeds above.
5. A Contract for Deed of even date herewith will be executed by and between SWRE and the City of Worthington as to "Lot 1, Block One, WORTHINGTON BIO SCIENCE INDUSTRIAL PARK SECOND ADDITION."
6. A Loan Agreement of even date herewith will be executed by SWRE and the City of Worthington which will provide for the forgiveness of the Contract for Deed payments if certain conditions are met. The Loan Agreement will contain a provision substantially similar to the following: "Developer agrees to operate the facility constructed upon the subject property for no less than 148 months from and after the date of this Agreement." The new Loan Agreement will also contain a penalty provision substantially similar to the following: "[f]ailure to maintain a facility on the subject property for 148 months following execution of this agreement shall [be the] discontinuance of the forgiveness of the monthly payment obligation."
7. A Contract for Deed of even date herewith will be executed by and between BCRSRE and the City of Worthington as to "Lot 2, Block One, WORTHINGTON BIO SCIENCE INDUSTRIAL PARK SECOND ADDITION."

8. A Loan Agreement of even date herewith will be executed by SWRE and the City of Worthington which will provide for the forgiveness of the Contract for Deed payments if certain conditions are met. The Loan Agreement will contain a provision substantially similar to the following: "Developer agrees to operate the facility constructed upon the subject property for no less than 148 months from and after the date of this Agreement." The new Loan Agreement will also contain a penalty provision substantially similar to the following: "[f]ailure to maintain a facility on the subject property for 148 months following execution of this agreement shall [be the] discontinuance of the forgiveness of the monthly payment obligation."
9. SWRE will pay all of the costs associated with this Agreement, including survey fees, plat fees, attorney fees and recording fees.
10. The Loan Agreement and Development Contract dated February 18, 2014, are terminated effective upon execution of this Agreement.

SOUTHWEST REAL ESTATE, LLC

BCRS REAL ESTATE, LLC

By: Marc A. Freese, Its Chief Manager

By: Steven D. Dudley, Its President

CITY OF WORTHINGTON

By: Mike Kuhle, Its Mayor

Attest: Mindy Eggers, Its Clerk

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

Exhibit 'A' to Agreement to Terminate

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.

Exhibit 'B-1' to Agreement to Terminate

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.

Exhibit 'B-2' to Agreement to Terminate

OFFICIAL PLAT COPY



Exhibit 4

WORTHINGTON BIO SCIENCE INDUSTRIAL PARK SECOND ADDITION

INSTRUMENT OF DEDICATION

Be it remembered that the following instrument was duly executed and acknowledged before me, a Notary Public for the State of North Carolina, on this 1st day of May, 2011, at the County of Wake, State of North Carolina.

That the following instrument was duly executed and acknowledged before me, a Notary Public for the State of North Carolina, on this 1st day of May, 2011, at the County of Wake, State of North Carolina.

That the following instrument was duly executed and acknowledged before me, a Notary Public for the State of North Carolina, on this 1st day of May, 2011, at the County of Wake, State of North Carolina.

That the following instrument was duly executed and acknowledged before me, a Notary Public for the State of North Carolina, on this 1st day of May, 2011, at the County of Wake, State of North Carolina.

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That the following instrument was duly executed and acknowledged before me, a Notary Public for the State of North Carolina, on this 1st day of May, 2011, at the County of Wake, State of North Carolina.

That the following instrument was duly executed and acknowledged before me, a Notary Public for the State of North Carolina, on this 1st day of May, 2011, at the County of Wake, State of North Carolina.

Witness my hand and the seal of my office, this 1st day of May, 2011, at the County of Wake, State of North Carolina.

Witness my hand and the seal of my office, this 1st day of May, 2011, at the County of Wake, State of North Carolina.

Witness my hand and the seal of my office, this 1st day of May, 2011, at the County of Wake, State of North Carolina.

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Witness my hand and the seal of my office, this 1st day of May, 2011, at the County of Wake, State of North Carolina.

Witness my hand and the seal of my office, this 1st day of May, 2011, at the County of Wake, State of North Carolina.

SURVEYOR'S CERTIFICATE

I, the undersigned, being duly qualified and sworn, do hereby certify that the foregoing is a true and correct copy of the original instrument as the same appears from the records of my office.

I, the undersigned, being duly qualified and sworn, do hereby certify that the foregoing is a true and correct copy of the original instrument as the same appears from the records of my office.

I, the undersigned, being duly qualified and sworn, do hereby certify that the foregoing is a true and correct copy of the original instrument as the same appears from the records of my office.

I, the undersigned, being duly qualified and sworn, do hereby certify that the foregoing is a true and correct copy of the original instrument as the same appears from the records of my office.

I, the undersigned, being duly qualified and sworn, do hereby certify that the foregoing is a true and correct copy of the original instrument as the same appears from the records of my office.

I, the undersigned, being duly qualified and sworn, do hereby certify that the foregoing is a true and correct copy of the original instrument as the same appears from the records of my office.

I, the undersigned, being duly qualified and sworn, do hereby certify that the foregoing is a true and correct copy of the original instrument as the same appears from the records of my office.

I, the undersigned, being duly qualified and sworn, do hereby certify that the foregoing is a true and correct copy of the original instrument as the same appears from the records of my office.

Exhibit 'C-2' to Agreement to Terminate

LEGAL DESCRIPTION

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 on the north line of said Block 3, a distance of 698.65 feet; thence North 00 degrees 02 minutes 15 seconds East, a distance of 140.81 feet to the north line of the below described "Tract A"; thence South 89 degrees 39 minutes 01 second East on said north line of the below described "Tract A", a distance of 698.65 feet to the west line of the below described "Tract A"; thence South 0 degrees 02 minutes 05seconds West on said west line of the below described "Tract A", a distance of 137.00 feet to the point of beginning.

"TRACT A"

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.

Exhibit D to the Agreement to Terminate

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED

Business Entity to Business Entity

**Minnesota Uniform Conveyancing Blanks
Form 10.3.5 (2013)**

eCRV number: _____

DEED TAX DUE: \$ 1.65

DATE: November 25, 2021
(month/day/year)

FOR VALUABLE CONSIDERATION, Southwest Real Estate, LLC fka Prairie Holdings Group Real Estate, LLC
(insert name of Grantor)

a limited liability company under the laws of the State of Minnesota ("Grantor"),
hereby conveys and quitclaims to the City of Worthington
(insert name of Grantee)

a municipal corporation under the laws of the State of Minnesota ("Grantee"),
real property in Nobles County, Minnesota, legally described as follows:

Legal Description attached hereto as Exhibit A.

The total consideration for this transfer
of property is \$3,000.00 or less.

Check here if all or part of the described real property is Registered (Torrens) ☐

together with all hereditaments and appurtenances belonging thereto.

Check applicable box:

- ☐ The Seller certifies that the Seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____.)
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

This Deed is given to cancel and terminate that certain Contract for Deed, dated March 24, 2014, and recorded on March 27, 2014, as Document No. 342742 and all amendments thereto.

Grantor

Southwest Real Estate, LLC fka Prairie Holdings Group Real Estate, LLC
(name of Grantor)

By: _____
(signature) Marc A. Freese

Its: Chief Manager
(type of authority)

By: _____
(signature)

Its: _____
(type of authority)

State of Minnesota, County of Nobles

This instrument was acknowledged before me on December, 2021, by Marc A. Freese
(month/day/year) (name of authorized signer)

as Chief Manager
(type of authority)

and by _____
(name of authorized signer)

as _____ of Southwest Real Estate, LLC fka Prairie Holdings Real Estate, LLC
(type of authority) (name of Grantor)

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

Mark W Shepherd
 Attorney at Law
 727 Oxford Street - PO Box 517
 Worthington, MN 56187-0517
 (507)376-4166
 Attorney ID: 0100146

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS
 INSTRUMENT SHOULD BE SENT TO:
(insert legal name and residential or business address of Grantee)

City of Worthington
 303 Ninth Street
 Worthington, MN 56187

Lots 1, 2, 3, 5, 5, 6, 7, and 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.

EXCEPT

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 on the north line of said Block 3, a distance of 698.65 feet; thence North 00 degrees 02 minutes 15 seconds East, a distance of 140.81 feet to the north line of the below described "Tract A"; thence South 89 degrees 39 minutes 01 second East on said north line of the below described "Tract A", a distance of 698.65 feet to the west line of the below described "Tract A"; thence South 0 degrees 02 minutes 05 seconds West on said west line of the below described "Tract A", a distance of 137.00 feet to the point of beginning.

"TRACT A"

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.

Exhibit A to the Quit Claim Deed from
Southwest Real Estate to City of Worthington

(Top 3 inches reserved for recording data)

WARRANTY DEED

Business Entity to Business Entity

**Minnesota Uniform Conveyancing Blanks
Form 10.1.9 (2013)**

eCRV number: _____

DEED TAX DUE: \$ 67.04

DATE: November 25, 2021
(month/day/year)

FOR VALUABLE CONSIDERATION, Southwest Real Estate, LLC formerly known as Prairie Holdings Group Real Estate, LLC

a limited liability company (insert name of Grantor) under the laws of the State of Minnesota ("Grantor"),
hereby conveys and warrants to the City of Worthington
(insert name of Grantee)

a municipal corporation under the laws of the State of Minnesota ("Grantee"),
real property in Nobles County, Minnesota, legally described as follows:

Legal Description is attached hereto as Exhibit A.

Check here if all or part of the described real property is Registered (Torrens) ☐

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

Check applicable box:

- ☒ The Seller certifies that the Seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____.)
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

Southwest Real Estate, LLC fka Prairie Holdings Group Real
(name of Grantor) Estate, LLC

By: _____
(signature) Marc A. Freese

Its: Chief Manager
(type of authority)

By: _____
(signature)

Its: _____
(type of authority)

State of Minnesota, County of Nobles

This instrument was acknowledged before me on December, 2021, by Marc A. Freese
(month/day/year) (name of authorized signer)
 _____ as Chief Manager
(type of authority)
 and by _____
(name of authorized signer)
 as _____ of Southwest Real Estate, LLC fka Prairie Holdings Group Real Estate, LLC
(type of authority) (name of Grantor)

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

Mark W Shepherd
 Attorney at Law
 727 Oxford Street - PO Box 517
 Worthington, MN 56187-0517
 (507)376-4166
 Attorney ID: 0100146

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS
 INSTRUMENT SHOULD BE SENT TO:
(insert legal name and residential or business address of Grantee)

City of Worthington
 303 Ninth Street
 Worthington, MN 56187

LEGAL DESCRIPTION

That part of the Northwest Quarter of Section 13, Township 102 North, Range 40 West, Nobles County, Minnesota described as follows:

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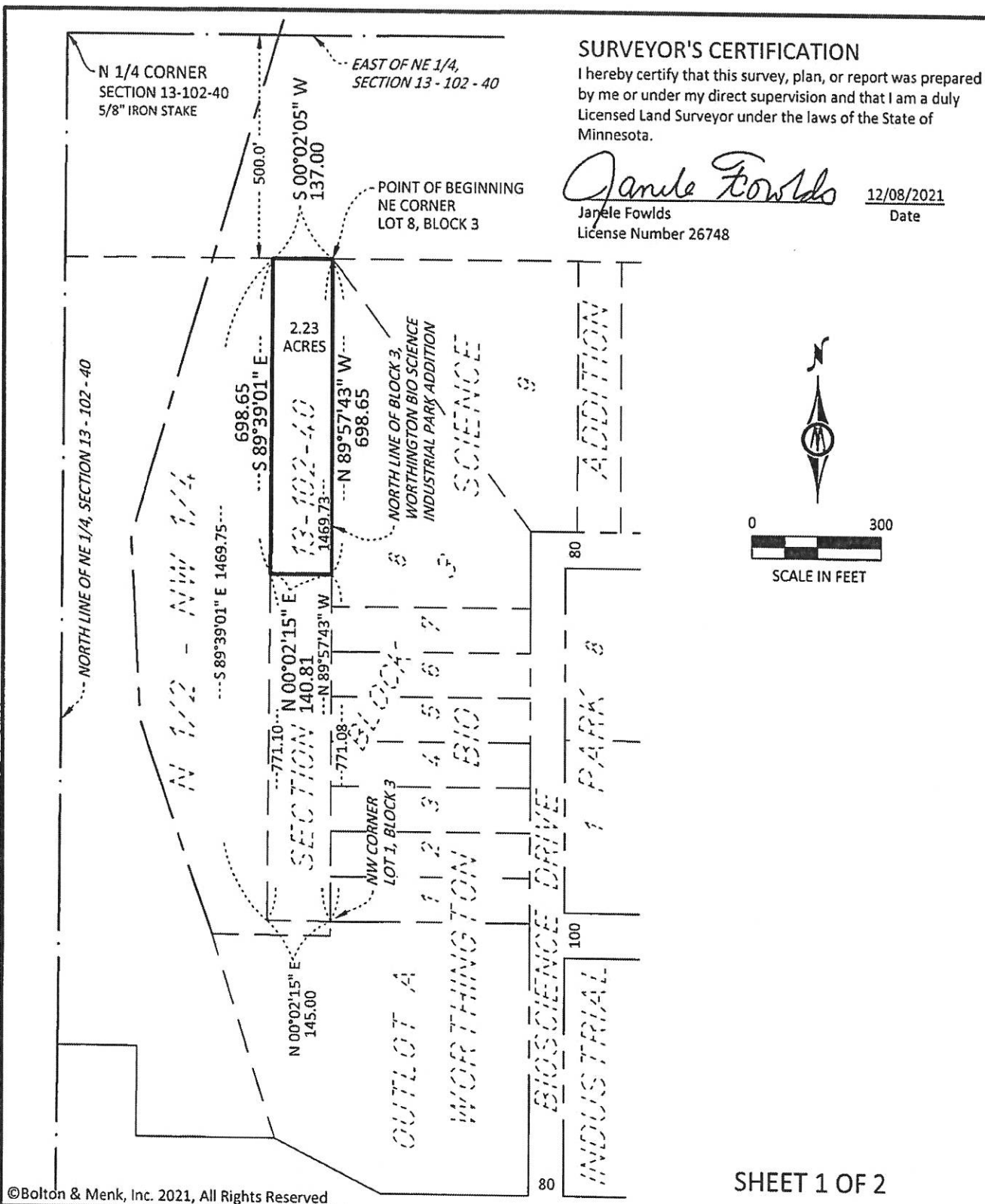
"TRACT A"

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Exhibit A to the Warranty Deed from
Southwest Real Estate to City of Worthington

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CERTIFICATE OF SURVEY
NOBLES COUNTY, MINNESOTA



BOLTON & MENK

1960 PREMIER DRIVE
MANKATO, MINNESOTA 56001
(507) 625-4171

PART OF NW 1/4
SECTION 13-102-40

FOR: CITY OF WORTHINGTON

JOB NUMBER: OF1125497

FIELD BOOK:

DRAWN BY: RK

LEGAL DESCRIPTION

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 on the north line of said Block 3, a distance of 698.65 feet; thence North 00 degrees 02 minutes 15 seconds East, a distance of 140.81 feet to the north line of the below described "Tract A"; thence South 89 degrees 39 minutes 01 second East on said north line of the below described "Tract A", a distance of 698.65 feet to the west line of the below described "Tract A"; thence South 0 degrees 02 minutes 05 seconds West on said west line of the below described "Tract A", a distance of 137.00 feet to the point of beginning.

"TRACT A"

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SHEET 2 OF 2

CERTIFICATE OF SURVEY NOBLES COUNTY, MINNESOTA



**BOLTON
& MENK**

1960 PREMIER DRIVE
MANKATO, MINNESOTA 56001
(507) 625-4171

PART OF NW 1/4
SECTION 13-102-40

FOR: CITY OF WORTHINGTON

JOB NUMBER: 0F1125497

FIELD BOOK:

DRAWN BY: RK

SEC. 13-102-40 (20)

CITY OF WORTHINGTON – SOUTHWEST REAL ESTATE, LLC
LOAN AGREEMENT

THIS AGREEMENT is made and entered into as of the 25th day of November, 2021, by and between the City of Worthington, hereinafter called the "City" and Southwest Real Estate, LLC, a Minnesota Limited Liability Company, hereinafter referred to as "Developer" and "SWRE";

ARTICLE 1
Definitions

Section 1.1: Definitions. In this Agreement, unless a different meaning clearly appears from the context:

"City" means the City of Worthington, Minnesota.

"Developer" shall mean Southwest Real Estate, LLC.

"Development Property" shall mean the land and improvements located in Worthington, Minnesota, and legally described as Lot 1, Block 1, WORTHINGTON BIO SCIENCE INDUSTRIAL PARK SECOND ADDITION, City of Worthington, Nobles County, Minnesota, upon which the Developer has completed construction of an office building in accord with a prior Development Contract by and between the City and SWRE's predecessor in interest.

ARTICLE 2
Purchase Price and Contract for Deed

Section 2.1: Purchase Price and Terms. The purchase price of the development property shall be \$123,772.68 and shall be financed by the City in accordance with that certain Contract for Deed of even date herewith which shall be a part hereof as if fully set forth herein.

ARTICLE 3
Forgiveness of Loan -Terms and Conditions

Section 3.1: Forgiveness of Loan. The City agrees to forgive each and every payment due under the Contract for Deed on a monthly basis so long as Developer abides by the terms of this Agreement and the Contract for Deed. A default in any term of the Contract for Deed, and/or this Agreement, unless timely cured within thirty (30) days of receiving written notice of said default, shall result in the discontinuance of the forgiveness of Developer's monthly payment obligation pursuant to the Contract for Deed. Once a payment has been forgiven pursuant to this Agreement, it shall not be reinstated. Only a default in a term of the Contract for Deed may result in cancellation proceedings.

Section 3.2: Payments Due Upon Sale, Assignment, and/or Other Transfer. Developer will not sell the development property or assign its rights or interests or any part therein or its rights or

interests in this Loan Agreement, or the Contract for Deed, or otherwise convey, dispose of or mortgage in any manner the development property or any part thereof except that Developer may assign the Contract for Deed to one lender, or to a subsequent lender who may refinance the development property, as and for security for an additional loan to the Developer. In the event Developer either sells or attempts to sell, convey, transfer, further mortgage or encumber or dispose of the development property, this Agreement, or the Contract for Deed, City shall discontinue the forgiveness of Developer's monthly payment obligation pursuant to the Contract for Deed and Developer shall, from that time forward, be obligated to make each and every monthly payment of principal and interest on the Contract for Deed attached hereto. The statement contained in Paragraph 20 of the Contract for Deed regarding reasonable consent to resale, assignment, or other transfer shall not be construed to be a waiver of payment pursuant to this Agreement in the event of such sale, assignment, or other transfer.

Section 3.3: Identification. Prior to the closing of this Agreement, Developer shall provide City with the Federal and State Tax Identification Numbers of the Developer.

Section 3.4: Location. Developer agrees to operate the facility constructed upon the subject property for no less than one hundred forth-eight (148) months from and after the date of this Agreement. Failure to maintain such a facility on the subject property for the first one hundred forty-eight months following execution of this agreement shall result in the discontinuance of the forgiveness of the monthly payment obligation.

Section 3.5: Loan Closing. Developers shall reimburse the City for its attorney fees and all costs related to sale of the property and the loan closing.

Section 3.6: Assignment by Seller. Seller may not assign the Loan Agreement or the Contract for Deed herein without approval of the City. This provision is not intended to waive or be in conflict with the discontinuance of payment forgiveness upon unauthorized transfer provision of Section 3.2

ARTICLE 4

Developer's Acknowledgments, Representations, and Warrants

Section 4.1: Developer acknowledges that it has made certain representations and statements as to the Project to be carried out and completed by it which were contained in and made part of the proposal for the loan and discounted land price. Developer agrees that such representations and statements were true to the best of Developer's knowledge at the time they were made.

Section 4.2: Developer acknowledges that nothing contained in the Agreement, nor any act of the City, shall be deemed or construed to create any of the following relationships by and between or involving in any way City or any of its employees, officials or agents, third-party beneficiary, principal and agent, limited or general partnership, or joint venture.

Section 4.3 Representations and Warranties. Developer warrants and represents, in connection with the loan and for the benefit of the City that:

- a. The representations, statements, and other matters provided by Developer relating to those

activities of the Project to be completed by Developer, which were contained in the application for the loan, were true and completed in all material respects as of the date of submission to the City, and that such representations, statements, and other matters are true as of the date of this Agreement.

- b. No member, officer, or employee of the City or its designees or agents, no consultant, member of the governing body of the City, and no other public official of the City, who exercises any functions or responsibilities with respect to the Project during his or her venture, shall thereafter have any interest, direct or indirect, connection with the Project or in any activity, or benefit therefrom, which is part of the Project.
- c. Developer assures the City that said Project will be carried out by Developer.
- d. Developer warrants that it has obtained or will obtain all federal, state, and local governmental approvals, reviews, and permits required by law to be obtained in connection with the Project.
- e. Developer warrants that it has had this Agreement and the Contract for Deed reviewed by an attorney of Developer's choice.

ARTICLE 6 RIGHTS AND REMEDIES

Section 6.1: Rights and Remedies. The rights and remedies of the parties hereto shall be in addition to those rights and remedies contained in the Contract for Deed. An uncured breach of the Contract for Deed executed in accordance herewith shall be considered to be a breach of this Agreement and shall cause the City to discontinue the forgiveness of Developer's monthly payment obligation under the Contract for Deed. An uncured breach of the Contract for Deed shall also entitle the City to the remedies the City has under the law with respect to said Contract for Deed. This Agreement shall be interpreted according to the laws of the State of Minnesota. The venue for any legal proceeding which may arise out of this Agreement shall be Nobles County, Minnesota.

ARTICLE 7 BUSINESS SUBSIDY COMPLIANCE

Section 7.1, Business Subsidy Agreement. Minnesota Statute Section 165.993 through 116J.994 requires the City to identify the public purpose for granting financial assistance to a business. The provisions of this Section constitute the "business subsidy agreement" for purposes of compliance with Minnesota Statute.

The parties agree and represent to each other as follows:

- a. The subsidy provided to the Developer includes a forgivable loan for the acquisition of the Development Property.
- b. The public purpose and goal of the subsidy is to enhance economic diversity, increase the tax base, and the increase FTE jobs in the city.

- c. The Developer must continue operation of the Development Property as the administrative offices for their consortium of businesses for at least one hundred forty-eight years after the date of this Agreement.
- d. The parties agree that Developer has met all of the other requirements of the Business Subsidy Agreement under the prior Development Agreement.

Section 7.2. Penalties. If the Developer fails to comply with the obligations set forth in the Contract for Deed and this document, such failure shall be considered a default under Section 3.1 of this Agreement.

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

SOUTHWEST REAL ESTATE, LLC

By: Marc A. Freese, Its Chief Manager

CITY OF WORTHINGTON

By: Mike Kuhle, Its Mayor

Attest: Mindy Eggers, Its Clerk

(Top 3 inches reserved for recording data)

**CONTRACT FOR DEED
by Business Entity**

**Minnesota Uniform Conveyancing Blanks
Form 30.1.2 (2011)**

DATE: November 25, 2021
(month/day/year)

THIS CONTRACT FOR DEED (the "Contract") is made on the above date by City of Worthington
(insert name of Seller)

a municipal corporation under the laws of the State of Minnesota
("Seller"), and Southwest Real Estate, LLC, a limited liability company under the laws of the State of Minnesota
(insert name of each Purchaser)

("Purchaser"). (Check box if ☐ joint tenancy.)

Seller and Purchaser agree to the following terms:

1. Property Description. Seller hereby sells and Purchaser hereby buys real property in Nobles
County, Minnesota, described as follows:

Lot 1, Block One, WORTHINGTON BIO SCIENCE INDUSTRIAL PARK SECOND ADDITION

Check here if all or part of the described real property is Registered (Torrens) ☐

together with all hereditaments and appurtenances belonging thereto (the "Property"). Unless otherwise specified, Seller hereby delivers possession of the Property to Purchaser on the date hereof.

Check applicable box:

- ☒ The Seller certifies that the Seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____.)
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

2. Title. Seller warrants that title to the Property is, on the date of this Contract, subject only to the following exceptions:
- (a) Covenants, conditions, restrictions (without effective forfeiture provisions) and declarations of record, if any;
 - (b) Reservation of minerals or mineral rights by the State of Minnesota, if any;
 - (c) Utility and drainage easements which do not interfere with present improvements;
 - (d) Applicable laws, ordinances, and regulations;
 - (e) The lien of real estate taxes and installments of special assessments which are payable by Purchaser pursuant to paragraph 6 of this Contract; and
 - (f) The following liens or encumbrances:

Easements of record

3. Delivery of Deed and Evidence of Title. Upon Purchaser's full performance of this Contract, Seller shall:
- (a) Execute, acknowledge, and deliver to Purchaser a Warranty Deed, in recordable form, conveying marketable title to the Property to Purchaser, subject only to the following exceptions:
 - (i) Those exceptions referred to in paragraph 2(a), (b), (c), (d), and (e) of this Contract;
 - (ii) Liens, encumbrances, adverse claims or other matters which Purchaser has created, suffered or permitted to accrue after the date of this Contract; and
 - (iii) The following liens or encumbrances:

Easements of record

- (b) Deliver to Purchaser the abstract of title to the Property, without further extension, to the extent required by the purchase agreement (if any) between Seller and Purchaser.

4. Purchase Price. Purchaser shall pay to Seller at 303 Ninth Street, Worthington, MN 56187
 the sum of One Hundred Twenty-three Thousand Seven Hundred Seventy-two
and 68/100 Dollars (\$ 123,772.68), as and for the purchase price
 (the "Purchase Price") for the Property, payable as follows:

On December 25, 2021, and on the 25th day of each and every month thereafter, the Purchaser shall pay to Seller the sum of \$1,122.18 until March 25, 2034 at which time the entire unpaid balance, including accrued interest shall be paid in full.

All payments shall be applied first to interest and then to principal. Interest shall accrue on the outstanding balance at the rate of five percent per annum (5%) from and after November 25, 2021.

5. Prepayment. Unless otherwise provided in this Contract, Purchaser shall have the right to fully or partially prepay this Contract at any time without penalty. Any partial prepayment shall be applied first to payment of amounts then due under this Contract, including unpaid accrued interest, and the balance shall be applied to the principal installments to be paid in the inverse order of their maturity. Partial prepayment shall not postpone the due date of the installments to be paid pursuant to this Contract or change the amount of such installments.

6. Real Estate Taxes and Assessments. Real estate taxes and installments of special assessments which are due and payable in the year in which this Contract is dated shall be paid as follows:

Purchaser shall pay all real estate taxes in 2021 and thereafter.

Purchaser shall pay, before penalty accrues, all real estate taxes and installments of special assessments assessed against the Property which are due and payable in all subsequent years. Seller warrants that the real estate taxes and installments of special assessments which were due and payable in the years preceding the year in which this Contract is dated are paid in full. If the Property is subject to a recorded declaration providing for assessments to be levied against the Property by any owners' association, Purchaser shall promptly pay, when due, all assessments imposed by the owners' association or other governing body as required by the provisions of the declaration or other related documents.

7. Property Insurance.

(a) Insured Risks and Amounts. Purchaser shall keep all buildings, improvements, and fixtures now or later located on or a part of the Property insured against loss by fire, lightning and such other perils as are included in a standard "all-risk" endorsement, and against loss or damage by all other risks and hazards covered by a standard extended coverage insurance policy, including, without limitation, vandalism, malicious mischief, burglary, theft and, if applicable, steam boiler explosion. Such insurance shall be in an amount no less than the full replacement cost of the buildings, improvements, and fixtures, without deduction for physical depreciation. If any of the buildings, improvements, or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Purchaser shall procure and maintain flood insurance in amounts reasonably satisfactory to Seller.

(b) Other Terms. The insurance policy shall contain a loss payable clause in favor of Seller which provides that Seller's right to recover under the insurance shall not be impaired by any acts or omissions of Purchaser or Seller, and that Seller shall otherwise be afforded all rights and privileges customarily provided a mortgagee under the so-called standard mortgage clause.

(c) Notice of Damage. In the event of damage to the Property by fire or other casualty, Purchaser shall promptly give notice of such damage to Seller and the insurance company.

8. Damage to the Property.

(a) Application of Insurance Proceeds. If the Property is damaged by fire or other casualty, the insurance proceeds paid on account of such damage shall be applied to payment of the amounts payable by Purchaser under this Contract, even if such amounts are not then due to be paid, unless Purchaser makes a permitted election described in the next paragraph. Such amounts shall be first applied to unpaid accrued interest and next to the installments to be paid as provided in this Contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this Contract or change the amount of such installments. The balance of insurance proceeds, if any, shall be the property of Purchaser.

(b) Purchaser's Election to Rebuild. If Purchaser is not in default under this Contract, or after curing any such default, and if the mortgagees in any prior mortgages and sellers in any prior contracts for deed do not require otherwise, Purchaser may elect to have that portion of such insurance proceeds necessary to repair, replace, or restore the damaged Property (the "Repairs") deposited in escrow with a bank or title insurance company qualified to do business in the State of Minnesota, or such other party as may be mutually agreeable to Seller and Purchaser. The election may only be made by written notice to Seller within sixty (60) days after the damage occurs. Also, the election will only be permitted if the plans and specifications and contracts for the Repairs are approved by Seller, which approval Seller shall not unreasonably withhold or delay. If such a permitted election is made by Purchaser, Seller and Purchaser shall jointly deposit, when paid, such insurance proceeds into such escrow. If such insurance proceeds are insufficient for the Repairs, Purchaser shall, before the commencement of the Repairs, deposit into such escrow sufficient additional money to insure the full payment for the Repairs. Even if the insurance proceeds are unavailable or are insufficient to pay the cost of the Repairs, Purchaser shall at all times be responsible to pay the full cost of the Repairs. All escrowed funds shall be disbursed by the escrowee in accordance with generally accepted sound construction disbursement procedures. The costs incurred or to be incurred on account of such escrow shall be deposited by Purchaser into such escrow before the commencement of the Repairs. Purchaser

shall complete the Repairs as soon as reasonably possible and in a good and workmanlike manner, and in any event the Repairs shall be completed by Purchaser within one (1) year after the damage occurs. If, following the completion of and payment for the Repairs, there remains any undisbursed escrow funds, such funds shall be applied to payment of the amounts payable by Purchaser under this Contract in accordance with paragraph 8(a) above.

(c) Owners' Association. If the Property is subject to a recorded declaration, so long as the owners' association maintains a master or blanket policy of insurance against fire, extended coverage perils and such other hazards and in such amount as are required by this Contract, then: (i) Purchaser's obligation in the Contract to maintain hazard insurance coverage on the Property is satisfied; (ii) the provisions of paragraph 8(a) of this Contract regarding application of insurance proceeds shall be superseded by the provisions of the declaration or other related documents; and (iii) in the event of a distribution of insurance proceeds in lieu of restoration or repair following an insured casualty loss to the Property, any such proceeds payable to Purchaser are hereby assigned and shall be paid to Seller for application to the sum secured by this Contract, with the excess, if any, paid to Purchaser.

9. Injury or Damage Occurring on the Property.

(a) Liability. Seller shall be free from liability and claims for damages by reason of injuries occurring on or after the date of this Contract to any person or persons or property while on or about the Property. Purchaser shall defend and indemnify Seller from all liability, loss, cost, and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries. However, Purchaser shall have no liability or obligation to Seller for such injuries which are caused by the negligence or intentional wrongful acts or omissions of Seller.

(b) Liability Insurance. Purchaser shall, at Purchaser's own expense, procure and maintain liability insurance against claims for bodily injury, death and property damage occurring on or about the Property in amounts reasonably satisfactory to Seller and naming Seller as an additional insured.

10. Insurance Generally. The insurance which Purchaser is required to procure and maintain pursuant to paragraphs 7 and 9 of this Contract shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to Seller. The insurance shall be maintained by Purchaser at all times while any amount remains unpaid under this Contract. The insurance policies shall provide for not less than ten (10) days written notice to Seller before cancellation, non-renewal, termination or change in coverage, and Purchaser shall deliver to Seller a duplicate original or certificate of such insurance policy or policies.

11. Condemnation. If all or any part of the Property is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof shall be applied to payment of the amounts payable by Purchaser under this Contract, even if such amounts are not then due to be paid. Such amounts shall be applied in the same manner as a prepayment as provided in paragraph 5 of this Contract. Such payments shall not postpone the due date of the installments to be paid pursuant to this Contract or change the amount of such installments. The balance, if any, shall be the property of Purchaser.

12. Waste, Repair, and Liens. Purchaser shall not remove or demolish any buildings, improvements, or fixtures now or later located on or a part of the Property, nor shall Purchaser commit or allow waste of the Property. Purchaser shall maintain the Property in good condition and repair. Purchaser shall not create or permit to accrue liens or adverse claims against the Property which constitute a lien or claim against Seller's interest in the Property. Purchaser shall pay to Seller all amounts, costs and expenses, including reasonable attorneys' fees, incurred by Seller to remove any such liens or adverse claims.

13. Compliance with Laws. Except for matters which Seller has created, suffered, or permitted to exist prior to the date of this Contract, Purchaser shall comply or cause compliance with all laws and regulations of any governmental authority which affect the Property or the manner of using or operating the same, and with all restrictive covenants, if any, affecting title to the Property or the use thereof.

14. Recording of Contract; Deed Tax. Purchaser shall, at Purchaser's expense, record this Contract in the Office of the County Recorder or Registrar of Titles in the county in which the Property is located within four (4) months after the date hereof. Purchaser shall pay

any penalty imposed under Minn. Stat. 507.235 for failure to timely record the Contract. Seller shall, upon Purchaser's full performance of this Contract, pay the deed tax due upon the recording of the deed to be delivered by Seller.

15. Notice of Assignment. If either Seller or Purchaser assigns its interest in the Property, the assigning party shall promptly furnish a copy of such assignment to the non-assigning party.

16. Protection of Interests. If Purchaser fails to pay any sum of money required under the terms of this Contract or fails to perform any of the Purchaser's obligations as set forth in this Contract, Seller may, at Seller's option, pay the same or cause the same to be performed, or both, and the amounts so paid by Seller and the cost of such performance shall be payable at once, with interest at the rate stated in paragraph 4 of this Contract, as an additional amount due Seller under this Contract. If there now exists, or if Seller hereafter creates, suffers or permits to accrue, any mortgage, contract for deed, lien or encumbrance against the Property which is not herein expressly assumed by Purchaser, and provided Purchaser is not in default under this Contract, Seller shall timely pay all amounts due thereon, and if Seller fails to do so, Purchaser may, at Purchaser's option, pay any such delinquent amounts or take any actions reasonably necessary to cure defaults there under and deduct the amounts so paid together with interest at the rate provided in this Contract from the payments next coming due under this Contract.

17. Defaults and Remedies. The time of performance by Purchaser of the terms of this Contract is an essential part of this Contract. If Purchaser fails to timely perform any term of this Contract, Seller may, at Seller's option, elect to declare this Contract cancelled and terminated by notice to Purchaser in accordance with applicable law or elect any other remedy available at law or in equity. If Seller elects to terminate this Contract, all right, title, and interest acquired under this Contract by Purchaser shall then cease and terminate, and all improvements made upon the Property and all payments made by Purchaser pursuant to this Contract (including escrow payments, if any) shall belong to Seller as liquidated damages for breach of this Contract. Neither the extension of the time for payment of any sum of money to be paid hereunder nor any waiver by Seller of Seller's rights to declare this Contract forfeited by reason of any breach shall in any manner affect Seller's right to cancel this Contract because of defaults subsequently occurring, and no extension of time shall be valid unless agreed to in writing. After service of notice of default and failure to cure such default within the period allowed by law, Purchaser shall, upon demand, surrender possession of the Property to Seller, but Purchaser shall be entitled to possession of the Property until the expiration of such period. Failure by Seller to exercise one or more remedies available under this paragraph 17 shall not constitute a waiver of the right to exercise such remedy or remedies thereafter.

18. Binding Effect. The terms of this Contract shall run with the land and bind the parties hereto and the successors in interest.

19. Headings. Headings of the paragraphs of this Contract are for convenience only and do not define, limit, or construe the contents of such paragraphs.

20. Additional Terms: Check here if ☐ an addendum to this Contract containing additional terms and conditions is attached hereto.

Seller

Purchaser

City of Worthington

(name of Seller)

By: _____

(signature) Mike Kuhle

Its: Mayor _____

(type of authority)

By: _____

(signature) Mindy Eggers

Its: City Clerk _____

(type of authority)

(signature)

(signature)

State of Minnesota, County of Nobles

This instrument was acknowledged before me on December, 2021, by Mike Kuhle
(month/day/year) (name of authorized signer)

as Mayor
(type of authority)

and by Mindy Eggers
(name of authorized signer)

as City Clerk of the City of Worthington
(type of authority) (name of Seller)

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

State of Minnesota, County of Nobles

This instrument was acknowledged before me on December, 2021, by _____
(month/day/year)

(insert name and marital status of each Purchaser)

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

Mark W Shepherd
 Attorney at Law
 727 Oxford Street - PO Box 517
 Worthington, MN 56187-0517
 (507)376-4166
 Attorney ID: 0100146

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS
 INSTRUMENT SHOULD BE SENT TO:
(insert legal name and residential or business address of Grantee)

Southwest Real Estate, LLC
 1525 Bioscience Drive
 PO Box 158
 Worthington, MN 56187-0158

Note: Failure to record this contract for deed may give other parties priority over Purchaser's interest in the property.

2021-11-25 City of Worthington to Southwest Real Estate, LLC

Date: Nov 25, 2021
Compounded: Monthly
Basis Year: 365 Days

Type: Normal
Period: 12.333 Year(s)
Exact Day: No

	Total	Number
Loans: \$123,772.68		1
Payments: \$166,083.59		148

No.	Date	Int. Rate	Payment	Interest	Principal	Balance	Notes
1	Dec 25, 2021	5.0000%	\$1,122.18	\$515.72	\$606.46	\$123,166.22	
Totals for Year 2021			\$1,122.18	\$515.72	\$606.46		
Running Totals to End of 2021			\$1,122.18	\$515.72	\$606.46		
2	Jan 25, 2022	5.0000%	\$1,122.18	\$513.19	\$608.99	\$122,557.23	
3	Feb 25, 2022	5.0000%	\$1,122.18	\$510.66	\$611.52	\$121,945.71	
4	Mar 25, 2022	5.0000%	\$1,122.18	\$508.11	\$614.07	\$121,331.64	
5	Apr 25, 2022	5.0000%	\$1,122.18	\$505.55	\$616.63	\$120,715.01	
6	May 25, 2022	5.0000%	\$1,122.18	\$502.98	\$619.20	\$120,095.81	
7	Jun 25, 2022	5.0000%	\$1,122.18	\$500.40	\$621.78	\$119,474.03	
8	Jul 25, 2022	5.0000%	\$1,122.18	\$497.81	\$624.37	\$118,849.66	
9	Aug 25, 2022	5.0000%	\$1,122.18	\$495.21	\$626.97	\$118,222.69	
10	Sep 25, 2022	5.0000%	\$1,122.18	\$492.59	\$629.59	\$117,593.10	
11	Oct 25, 2022	5.0000%	\$1,122.18	\$489.97	\$632.21	\$116,960.89	
12	Nov 25, 2022	5.0000%	\$1,122.18	\$487.34	\$634.84	\$116,326.05	
13	Dec 25, 2022	5.0000%	\$1,122.18	\$484.69	\$637.49	\$115,688.56	
Totals for Year 2022			\$13,466.16	\$5,988.50	\$7,477.66		
Running Totals to End of 2022			\$14,588.34	\$6,504.22	\$8,084.12		
14	Jan 25, 2023	5.0000%	\$1,122.18	\$482.04	\$640.14	\$115,048.42	
15	Feb 25, 2023	5.0000%	\$1,122.18	\$479.37	\$642.81	\$114,405.61	
16	Mar 25, 2023	5.0000%	\$1,122.18	\$476.69	\$645.49	\$113,760.12	
17	Apr 25, 2023	5.0000%	\$1,122.18	\$474.00	\$648.18	\$113,111.94	
18	May 25, 2023	5.0000%	\$1,122.18	\$471.30	\$650.88	\$112,461.06	
19	Jun 25, 2023	5.0000%	\$1,122.18	\$468.59	\$653.59	\$111,807.47	
20	Jul 25, 2023	5.0000%	\$1,122.18	\$465.86	\$656.32	\$111,151.15	
21	Aug 25, 2023	5.0000%	\$1,122.18	\$463.13	\$659.05	\$110,492.10	
22	Sep 25, 2023	5.0000%	\$1,122.18	\$460.38	\$661.80	\$109,830.30	
23	Oct 25, 2023	5.0000%	\$1,122.18	\$457.63	\$664.55	\$109,165.75	
24	Nov 25, 2023	5.0000%	\$1,122.18	\$454.86	\$667.32	\$108,498.43	
25	Dec 25, 2023	5.0000%	\$1,122.18	\$452.08	\$670.10	\$107,828.33	
Totals for Year 2023			\$13,466.16	\$5,605.93	\$7,860.23		
Running Totals to End of 2023			\$28,054.50	\$12,110.15	\$15,944.35		
26	Jan 25, 2024	5.0000%	\$1,122.18	\$449.28	\$672.90	\$107,155.43	
27	Feb 25, 2024	5.0000%	\$1,122.18	\$446.48	\$675.70	\$106,479.73	
28	Mar 25, 2024	5.0000%	\$1,122.18	\$443.67	\$678.51	\$105,801.22	
29	Apr 25, 2024	5.0000%	\$1,122.18	\$440.84	\$681.34	\$105,119.88	
30	May 25, 2024	5.0000%	\$1,122.18	\$438.00	\$684.18	\$104,435.70	
31	Jun 25, 2024	5.0000%	\$1,122.18	\$435.15	\$687.03	\$103,748.67	
32	Jul 25, 2024	5.0000%	\$1,122.18	\$432.29	\$689.89	\$103,058.78	
33	Aug 25, 2024	5.0000%	\$1,122.18	\$429.41	\$692.77	\$102,366.01	
34	Sep 25, 2024	5.0000%	\$1,122.18	\$426.53	\$695.65	\$101,670.36	
35	Oct 25, 2024	5.0000%	\$1,122.18	\$423.63	\$698.55	\$100,971.81	
36	Nov 25, 2024	5.0000%	\$1,122.18	\$420.72	\$701.46	\$100,270.35	
37	Dec 25, 2024	5.0000%	\$1,122.18	\$417.79	\$704.39	\$99,565.96	
Totals for Year 2024			\$13,466.16	\$5,203.79	\$8,262.37		
Running Totals to End of 2024			\$41,520.66	\$17,313.94	\$24,206.72		
38	Jan 25, 2025	5.0000%	\$1,122.18	\$414.86	\$707.32	\$98,858.64	
39	Feb 25, 2025	5.0000%	\$1,122.18	\$411.91	\$710.27	\$98,148.37	
40	Mar 25, 2025	5.0000%	\$1,122.18	\$408.95	\$713.23	\$97,435.14	
41	Apr 25, 2025	5.0000%	\$1,122.18	\$405.98	\$716.20	\$96,718.94	
42	May 25, 2025	5.0000%	\$1,122.18	\$403.00	\$719.18	\$95,999.76	
43	Jun 25, 2025	5.0000%	\$1,122.18	\$400.00	\$722.18	\$95,277.58	
44	Jul 25, 2025	5.0000%	\$1,122.18	\$396.99	\$725.19	\$94,552.39	
45	Aug 25, 2025	5.0000%	\$1,122.18	\$393.97	\$728.21	\$93,824.18	
46	Sep 25, 2025	5.0000%	\$1,122.18	\$390.93	\$731.25	\$93,092.93	
47	Oct 25, 2025	5.0000%	\$1,122.18	\$387.89	\$734.29	\$92,358.64	
48	Nov 25, 2025	5.0000%	\$1,122.18	\$384.83	\$737.35	\$91,621.29	
49	Dec 25, 2025	5.0000%	\$1,122.18	\$381.76	\$740.42	\$90,880.87	
Totals for Year 2025			\$13,466.16	\$4,781.07	\$8,685.09		
Running Totals to End of 2025			\$54,986.82	\$22,095.01	\$32,891.81		

2021-11-25 City of Worthington to Southwest Real Estate, LLC

Date: Nov 25, 2021
Compounded: Monthly
Basis Year: 365 Days

Type: Normal
Period: 12.333 Year(s)
Exact Day: No

	Total	Number
Loans: \$123,772.68		1
Payments: \$166,083.59		148

No.	Date	Int. Rate	Payment	Interest	Principal	Balance	Notes
50	Jan 25, 2026	5.0000%	\$1,122.18	\$378.67	\$743.51	\$90,137.36	
51	Feb 25, 2026	5.0000%	\$1,122.18	\$375.57	\$746.61	\$89,390.75	
52	Mar 25, 2026	5.0000%	\$1,122.18	\$372.46	\$749.72	\$88,641.03	
53	Apr 25, 2026	5.0000%	\$1,122.18	\$369.34	\$752.84	\$87,888.19	
54	May 25, 2026	5.0000%	\$1,122.18	\$366.20	\$755.98	\$87,132.21	
55	Jun 25, 2026	5.0000%	\$1,122.18	\$363.05	\$759.13	\$86,373.08	
56	Jul 25, 2026	5.0000%	\$1,122.18	\$359.89	\$762.29	\$85,610.79	
57	Aug 25, 2026	5.0000%	\$1,122.18	\$356.71	\$765.47	\$84,845.32	
58	Sep 25, 2026	5.0000%	\$1,122.18	\$353.52	\$768.66	\$84,076.66	
59	Oct 25, 2026	5.0000%	\$1,122.18	\$350.32	\$771.86	\$83,304.80	
60	Nov 25, 2026	5.0000%	\$1,122.18	\$347.10	\$775.08	\$82,529.72	
61	Dec 25, 2026	5.0000%	\$1,122.18	\$343.87	\$778.31	\$81,751.41	
Totals for Year 2026			\$13,466.16	\$4,336.70	\$9,129.46		
Running Totals to End of 2026			\$68,452.98	\$26,431.71	\$42,021.27		
62	Jan 25, 2027	5.0000%	\$1,122.18	\$340.63	\$781.55	\$80,969.86	
63	Feb 25, 2027	5.0000%	\$1,122.18	\$337.37	\$784.81	\$80,185.05	
64	Mar 25, 2027	5.0000%	\$1,122.18	\$334.10	\$788.08	\$79,396.97	
65	Apr 25, 2027	5.0000%	\$1,122.18	\$330.82	\$791.36	\$78,605.61	
66	May 25, 2027	5.0000%	\$1,122.18	\$327.52	\$794.66	\$77,810.95	
67	Jun 25, 2027	5.0000%	\$1,122.18	\$324.21	\$797.97	\$77,012.98	
68	Jul 25, 2027	5.0000%	\$1,122.18	\$320.89	\$801.29	\$76,211.69	
69	Aug 25, 2027	5.0000%	\$1,122.18	\$317.55	\$804.63	\$75,407.06	
70	Sep 25, 2027	5.0000%	\$1,122.18	\$314.20	\$807.98	\$74,599.08	
71	Oct 25, 2027	5.0000%	\$1,122.18	\$310.83	\$811.35	\$73,787.73	
72	Nov 25, 2027	5.0000%	\$1,122.18	\$307.45	\$814.73	\$72,973.00	
73	Dec 25, 2027	5.0000%	\$1,122.18	\$304.05	\$818.13	\$72,154.87	
Totals for Year 2027			\$13,466.16	\$3,869.62	\$9,596.54		
Running Totals to End of 2027			\$81,919.14	\$30,301.33	\$51,617.81		
74	Jan 25, 2028	5.0000%	\$1,122.18	\$300.65	\$821.53	\$71,333.34	
75	Feb 25, 2028	5.0000%	\$1,122.18	\$297.22	\$824.96	\$70,508.38	
76	Mar 25, 2028	5.0000%	\$1,122.18	\$293.78	\$828.40	\$69,679.98	
77	Apr 25, 2028	5.0000%	\$1,122.18	\$290.33	\$831.85	\$68,848.13	
78	May 25, 2028	5.0000%	\$1,122.18	\$286.87	\$835.31	\$68,012.82	
79	Jun 25, 2028	5.0000%	\$1,122.18	\$283.39	\$838.79	\$67,174.03	
80	Jul 25, 2028	5.0000%	\$1,122.18	\$279.89	\$842.29	\$66,331.74	
81	Aug 25, 2028	5.0000%	\$1,122.18	\$276.38	\$845.80	\$65,485.94	
82	Sep 25, 2028	5.0000%	\$1,122.18	\$272.86	\$849.32	\$64,636.62	
83	Oct 25, 2028	5.0000%	\$1,122.18	\$269.32	\$852.86	\$63,783.76	
84	Nov 25, 2028	5.0000%	\$1,122.18	\$265.77	\$856.41	\$62,927.35	
85	Dec 25, 2028	5.0000%	\$1,122.18	\$262.20	\$859.98	\$62,067.37	
Totals for Year 2028			\$13,466.16	\$3,378.66	\$10,087.50		
Running Totals to End of 2028			\$95,385.30	\$33,679.99	\$61,705.31		
86	Jan 25, 2029	5.0000%	\$1,122.18	\$258.61	\$863.57	\$61,203.80	
87	Feb 25, 2029	5.0000%	\$1,122.18	\$255.02	\$867.16	\$60,336.64	
88	Mar 25, 2029	5.0000%	\$1,122.18	\$251.40	\$870.78	\$59,465.86	
89	Apr 25, 2029	5.0000%	\$1,122.18	\$247.77	\$874.41	\$58,591.45	
90	May 25, 2029	5.0000%	\$1,122.18	\$244.13	\$878.05	\$57,713.40	
91	Jun 25, 2029	5.0000%	\$1,122.18	\$240.47	\$881.71	\$56,831.69	
92	Jul 25, 2029	5.0000%	\$1,122.18	\$236.80	\$885.38	\$55,946.31	
93	Aug 25, 2029	5.0000%	\$1,122.18	\$233.11	\$889.07	\$55,057.24	
94	Sep 25, 2029	5.0000%	\$1,122.18	\$229.41	\$892.77	\$54,164.47	
95	Oct 25, 2029	5.0000%	\$1,122.18	\$225.69	\$896.49	\$53,267.98	
96	Nov 25, 2029	5.0000%	\$1,122.18	\$221.95	\$900.23	\$52,367.75	
97	Dec 25, 2029	5.0000%	\$1,122.18	\$218.20	\$903.98	\$51,463.77	
Totals for Year 2029			\$13,466.16	\$2,862.56	\$10,603.60		
Running Totals to End of 2029			\$108,851.46	\$36,542.55	\$72,308.91		
98	Jan 25, 2030	5.0000%	\$1,122.18	\$214.43	\$907.75	\$50,556.02	
99	Feb 25, 2030	5.0000%	\$1,122.18	\$210.65	\$911.53	\$49,644.49	
100	Mar 25, 2030	5.0000%	\$1,122.18	\$206.85	\$915.33	\$48,729.16	

2021-11-25 City of Worthington to Southwest Real Estate, LLC

Date: Nov 25, 2021		Type: Normal		Total		Number	
Compounded: Monthly		Period: 12.333 Year(s)		Loans: \$123,772.68		1	
Basis Year: 365 Days		Exact Day: No		Payments: \$166,083.59		148	
No.	Date	Int. Rate	Payment	Interest	Principal	Balance	Notes
101	Apr 25, 2030	5.0000%	\$1,122.18	\$203.04	\$919.14	\$47,810.02	
102	May 25, 2030	5.0000%	\$1,122.18	\$199.21	\$922.97	\$46,887.05	
103	Jun 25, 2030	5.0000%	\$1,122.18	\$195.36	\$926.82	\$45,960.23	
104	Jul 25, 2030	5.0000%	\$1,122.18	\$191.50	\$930.68	\$45,029.55	
105	Aug 25, 2030	5.0000%	\$1,122.18	\$187.62	\$934.56	\$44,094.99	
106	Sep 25, 2030	5.0000%	\$1,122.18	\$183.73	\$938.45	\$43,156.54	
107	Oct 25, 2030	5.0000%	\$1,122.18	\$179.82	\$942.36	\$42,214.18	
108	Nov 25, 2030	5.0000%	\$1,122.18	\$175.89	\$946.29	\$41,267.89	
109	Dec 25, 2030	5.0000%	\$1,122.18	\$171.95	\$950.23	\$40,317.66	
Totals for Year 2030			\$13,466.16	\$2,320.05	\$11,146.11		
Running Totals to End of 2030			\$122,317.62	\$38,862.60	\$83,455.02		
110	Jan 25, 2031	5.0000%	\$1,122.18	\$167.99	\$954.19	\$39,363.47	
111	Feb 25, 2031	5.0000%	\$1,122.18	\$164.01	\$958.17	\$38,405.30	
112	Mar 25, 2031	5.0000%	\$1,122.18	\$160.02	\$962.16	\$37,443.14	
113	Apr 25, 2031	5.0000%	\$1,122.18	\$156.01	\$966.17	\$36,476.97	
114	May 25, 2031	5.0000%	\$1,122.18	\$151.99	\$970.19	\$35,506.78	
115	Jun 25, 2031	5.0000%	\$1,122.18	\$147.94	\$974.24	\$34,532.54	
116	Jul 25, 2031	5.0000%	\$1,122.18	\$143.89	\$978.29	\$33,554.25	
117	Aug 25, 2031	5.0000%	\$1,122.18	\$139.81	\$982.37	\$32,571.88	
118	Sep 25, 2031	5.0000%	\$1,122.18	\$135.72	\$986.46	\$31,585.42	
119	Oct 25, 2031	5.0000%	\$1,122.18	\$131.61	\$990.57	\$30,594.85	
120	Nov 25, 2031	5.0000%	\$1,122.18	\$127.48	\$994.70	\$29,600.15	
121	Dec 25, 2031	5.0000%	\$1,122.18	\$123.33	\$998.85	\$28,601.30	
Totals for Year 2031			\$13,466.16	\$1,749.80	\$11,716.36		
Running Totals to End of 2031			\$135,783.78	\$40,612.40	\$95,171.38		
122	Jan 25, 2032	5.0000%	\$1,122.18	\$119.17	\$1,003.01	\$27,598.29	
123	Feb 25, 2032	5.0000%	\$1,122.18	\$114.99	\$1,007.19	\$26,591.10	
124	Mar 25, 2032	5.0000%	\$1,122.18	\$110.80	\$1,011.38	\$25,579.72	
125	Apr 25, 2032	5.0000%	\$1,122.18	\$106.58	\$1,015.60	\$24,564.12	
126	May 25, 2032	5.0000%	\$1,122.18	\$102.35	\$1,019.83	\$23,544.29	
127	Jun 25, 2032	5.0000%	\$1,122.18	\$98.10	\$1,024.08	\$22,520.21	
128	Jul 25, 2032	5.0000%	\$1,122.18	\$93.83	\$1,028.35	\$21,491.86	
129	Aug 25, 2032	5.0000%	\$1,122.18	\$89.55	\$1,032.63	\$20,459.23	
130	Sep 25, 2032	5.0000%	\$1,122.18	\$85.25	\$1,036.93	\$19,422.30	
131	Oct 25, 2032	5.0000%	\$1,122.18	\$80.93	\$1,041.25	\$18,381.05	
132	Nov 25, 2032	5.0000%	\$1,122.18	\$76.59	\$1,045.59	\$17,335.46	
133	Dec 25, 2032	5.0000%	\$1,122.18	\$72.23	\$1,049.95	\$16,285.51	
Totals for Year 2032			\$13,466.16	\$1,150.37	\$12,315.79		
Running Totals to End of 2032			\$149,249.94	\$41,762.77	\$107,487.17		
134	Jan 25, 2033	5.0000%	\$1,122.18	\$67.86	\$1,054.32	\$15,231.19	
135	Feb 25, 2033	5.0000%	\$1,122.18	\$63.46	\$1,058.72	\$14,172.47	
136	Mar 25, 2033	5.0000%	\$1,122.18	\$59.05	\$1,063.13	\$13,109.34	
137	Apr 25, 2033	5.0000%	\$1,122.18	\$54.62	\$1,067.56	\$12,041.78	
138	May 25, 2033	5.0000%	\$1,122.18	\$50.17	\$1,072.01	\$10,969.77	
139	Jun 25, 2033	5.0000%	\$1,122.18	\$45.71	\$1,076.47	\$9,893.30	
140	Jul 25, 2033	5.0000%	\$1,122.18	\$41.22	\$1,080.96	\$8,812.34	
141	Aug 25, 2033	5.0000%	\$1,122.18	\$36.72	\$1,085.46	\$7,726.88	
142	Sep 25, 2033	5.0000%	\$1,122.18	\$32.20	\$1,089.98	\$6,636.90	
143	Oct 25, 2033	5.0000%	\$1,122.18	\$27.65	\$1,094.53	\$5,542.37	
144	Nov 25, 2033	5.0000%	\$1,122.18	\$23.09	\$1,099.09	\$4,443.28	
145	Dec 25, 2033	5.0000%	\$1,122.18	\$18.51	\$1,103.67	\$3,339.61	
Totals for Year 2033			\$13,466.16	\$520.26	\$12,945.90		
Running Totals to End of 2033			\$162,716.10	\$42,283.03	\$120,433.07		
146	Jan 25, 2034	5.0000%	\$1,122.18	\$13.92	\$1,108.26	\$2,231.35	
147	Feb 25, 2034	5.0000%	\$1,122.18	\$9.30	\$1,112.88	\$1,118.47	
148	Mar 25, 2034	5.0000%	\$1,123.13	\$4.66	\$1,118.47	\$0.00	
Totals for Year 2034			\$3,367.49	\$27.88	\$3,339.61		
Running Totals to Q1 of 2034			\$166,083.59	\$42,310.91	\$123,772.68		

CITY OF WORTHINGTON – BCRS REAL ESTATE, LLC

LOAN AGREEMENT

THIS AGREEMENT is made and entered into as of the 25th day of November, 2021, by and between the City of Worthington, hereinafter called the "City" and BCRS Real Estate, LLC, a Minnesota Limited Liability Company, hereinafter referred to as "Developer" and "BCRSRE";

ARTICLE 1

Definitions

Section 1.1: Definitions. In this Agreement, unless a different meaning clearly appears from the context:

"City" means the City of Worthington, Minnesota.

"Developer" shall mean BCRS Real Estate, LLC.

"Development Property" shall mean the land and improvements located in Worthington, Minnesota, and legally described as Lot 2, Block 1, WORTHINGTON BIO SCIENCE INDUSTRIAL PARK SECOND ADDITION, City of Worthington, Nobles County, Minnesota, upon which the Developer has completed construction of a warehouse building in accord with a prior Development Contract by and between the City and BCRSRE's predecessor in interest.

ARTICLE 2

Purchase Price and Contract for Deed

Section 2.1: Purchase Price and Terms. The purchase price of the development property shall be \$62,675.85 and shall be financed by the City in accordance with that certain Contract for Deed of even date herewith which shall be a part hereof as if fully set forth herein.

ARTICLE 3

Forgiveness of Loan -Terms and Conditions

Section 3.1: Forgiveness of Loan. The City agrees to forgive each and every payment due under the Contract for Deed on a monthly basis so long as Developer abides by the terms of this Agreement and the Contract for Deed. A default in any term of the Contract for Deed, and/or this Agreement, unless timely cured within thirty (30) days of receiving written notice of said default, shall result in the discontinuance of the forgiveness of Developer's monthly payment obligation pursuant to the Contract for Deed. Once a payment has been forgiven pursuant to this Agreement, it shall not be reinstated. Only a default in a term of the Contract for Deed may result in cancellation proceedings.

Section 3.2: Payments Due Upon Sale, Assignment, and/or Other Transfer. Developer will not sell the development property or assign its rights or interests or any part therein or its rights or interests in this Loan Agreement, or the Contract for Deed, or otherwise convey, dispose of or mortgage in any manner the development property or any part thereof except that Developer may assign the Contract for Deed to one lender, or to a subsequent lender who may refinance the development property, as and for security for an additional loan to the Developer. In the event Developer either sells or attempts to sell, convey, transfer, further mortgage or encumber or dispose of the development property, this Agreement, or the Contract for Deed, City shall discontinue the forgiveness of Developer's monthly payment obligation pursuant to the Contract for Deed and Developer shall, from that time forward, be obligated to make each and every monthly payment of principal and interest on the Contract for Deed attached hereto. The statement contained in Paragraph 20 of the Contract for Deed regarding reasonable consent to resale, assignment, or other transfer shall not be construed to be a waiver of payment pursuant to this Agreement in the event of such sale, assignment, or other transfer.

Section 3.3: Identification. Prior to the closing of this Agreement, Developer shall provide City with the Federal and State Tax Identification Numbers of the Developer.

Section 3.4: Location. Developer agrees to operate the facility constructed upon the subject property for no less than one hundred forth-eight (148) months from and after the date of this Agreement. Failure to maintain such a facility on the subject property for the first one hundred forty-eight months following execution of this agreement shall result in the discontinuance of the forgiveness of the monthly payment obligation.

Section 3.5: Loan Closing. Developers shall reimburse the City for its attorney fees and all costs related to sale of the property and the loan closing.

Section 3.6: Assignment by Seller. Seller may not assign the Loan Agreement or the Contract for Deed herein without approval of the City. This provision is not intended to waive or be in conflict with the discontinuance of payment forgiveness upon unauthorized transfer provision of Section 3.2

ARTICLE 4

Developer's Acknowledgments, Representations, and Warrants

Section 4.1: Developer acknowledges that it has made certain representations and statements as to the Project to be carried out and completed by it which were contained in and made part of the proposal for the loan and discounted land price. Developer agrees that such representations and statements were true to the best of Developer's knowledge at the time they were made.

Section 4.2: Developer acknowledges that nothing contained in the Agreement, nor any act of the City, shall be deemed or construed to create any of the following relationships by and between or involving in any way City or any of its employees, officials or agents, third-party beneficiary, principal and agent, limited or general partnership, or joint venture.

Section 4.3 Representations and Warranties. Developer warrants and represents, in connection with the loan and for the benefit of the City that:

- a. The representations, statements, and other matters provided by Developer relating to those activities of the Project to be completed by Developer, which were contained in the application for the loan, were true and completed in all material respects as of the date of submission to the City, and that such representations, statements, and other matters are true as of the date of this Agreement.
- b. No member, officer, or employee of the City or its designees or agents, no consultant, member of the governing body of the City, and no other public official of the City, who exercises any functions or responsibilities with respect to the Project during his or her venture, shall thereafter have any interest, direct or indirect, connection with the Project or in any activity, or benefit therefrom, which is part of the Project.
- c. Developer assures the City that said Project will be carried out by Developer.
- d. Developer warrants that it has obtained or will obtain all federal, state, and local governmental approvals, reviews, and permits required by law to be obtained in connection with the Project.
- e. Developer warrants that it has had this Agreement and the Contract for Deed reviewed by an attorney of Developer's choice.

ARTICLE 6 RIGHTS AND REMEDIES

Section 6.1: Rights and Remedies. The rights and remedies of the parties hereto shall be in addition to those rights and remedies contained in the Contract for Deed. An uncured breach of the Contract for Deed executed in accordance herewith shall be considered to be a breach of this Agreement and shall cause the City to discontinue the forgiveness of Developer's monthly payment obligation under the Contract for Deed. An uncured breach of the Contract for Deed shall also entitle the City to the remedies the City has under the law with respect to said Contract for Deed. This Agreement shall be interpreted according to the laws of the State of Minnesota. The venue for any legal proceeding which may arise out of this Agreement shall be Nobles County, Minnesota.

ARTICLE 7 BUSINESS SUBSIDY COMPLIANCE

Section 7.1, Business Subsidy Agreement. Minnesota Statute Section 165.993 through 116J.994 requires the City to identify the public purpose for granting financial assistance to a business. The provisions of this Section constitute the "business subsidy agreement" for purposes of compliance with Minnesota Statute.

The parties agree and represent to each other as follows:

- a. The subsidy provided to the Developer includes a forgivable loan for the acquisition of the Development Property.

- b. The public purpose and goal of the subsidy is to enhance economic diversity, increase the tax base, and the increase FTE jobs in the city.
- c. The Developer must continue operation of the Development Property as the administrative offices for their consortium of businesses for at least one hundred forty-eight years after the date of this Agreement.
- d. The parties agree that Developer has met all of the other requirements of the Business Subsidy Agreement under the prior Development Agreement.

Section 7.2. Penalties. If the Developer fails to comply with the obligations set forth in the Contract for Deed and this document, such failure shall be considered a default under Section 3.1 of this Agreement.

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

BCRS REAL ESTATE, LLC

By: Steven D. Dudley, Its President

CITY OF WORTHINGTON

By: Mike Kuhle, Its Mayor

Attest: Mindy Eggers, Its Clerk

(Top 3 inches reserved for recording data)

**CONTRACT FOR DEED
by Business Entity**

**Minnesota Uniform Conveyancing Blanks
Form 30.1.2 (2011)**

DATE: November 25, 2021
(month/day/year)

THIS CONTRACT FOR DEED (the "Contract") is made on the above date by City of Worthington
(insert name of Seller)

a municipal corporation under the laws of the State of Minnesota
("Seller"), and BCRS Real Estate, LLC, a limited liability company under the laws of the State of Minnesota
(insert name of each Purchaser)

("Purchaser"). (Check box if ☐ joint tenancy.)

Seller and Purchaser agree to the following terms:

1. Property Description. Seller hereby sells and Purchaser hereby buys real property in Nobles
County, Minnesota, described as follows:

Lot 2, Block One, WORTHINGTON BIO SCIENCE INDUSTRIAL PARK SECOND ADDITION

Check here if all or part of the described real property is Registered (Torrens) ☐

together with all hereditaments and appurtenances belonging thereto (the "Property"). Unless otherwise specified, Seller hereby delivers possession of the Property to Purchaser on the date hereof.

Check applicable box:

- ☒ The Seller certifies that the Seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____.)
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

2. Title. Seller warrants that title to the Property is, on the date of this Contract, subject only to the following exceptions:
- (a) Covenants, conditions, restrictions (without effective forfeiture provisions) and declarations of record, if any;
 - (b) Reservation of minerals or mineral rights by the State of Minnesota, if any;
 - (c) Utility and drainage easements which do not interfere with present improvements;
 - (d) Applicable laws, ordinances, and regulations;
 - (e) The lien of real estate taxes and installments of special assessments which are payable by Purchaser pursuant to paragraph 6 of this Contract; and
 - (f) The following liens or encumbrances:

3. Delivery of Deed and Evidence of Title. Upon Purchaser's full performance of this Contract, Seller shall:
- (a) Execute, acknowledge, and deliver to Purchaser a Warranty Deed, in recordable form, conveying marketable title to the Property to Purchaser, subject only to the following exceptions:
 - (i) Those exceptions referred to in paragraph 2(a), (b), (c), (d), and (e) of this Contract;
 - (ii) Liens, encumbrances, adverse claims or other matters which Purchaser has created, suffered or permitted to accrue after the date of this Contract; and
 - (iii) The following liens or encumbrances:
- None

(b) Deliver to Purchaser the abstract of title to the Property, without further extension, to the extent required by the purchase agreement (if any) between Seller and Purchaser.

4. Purchase Price. Purchaser shall pay to Seller at 303 Ninth Street, Worthington, MN
 the sum of Sixty-two Thousand Six Hundred Seventy-five and 85/100
Dollars (\$ 62,675.85), as and for the purchase price
 (the "Purchase Price") for the Property, payable as follows:

On December 25, 2021, and on the 25th day of each and every month thereafter, the Purchaser shall pay to Seller the sum of \$568.25 until March 25, 2034 at which time the entire unpaid balance, including accrued interest shall be paid in full.

All payments shall be applied first to interest and then to principal. Interest shall accrue on the outstanding balance at the rate of five percent per annum (5%) from and after November 25, 2021.

5. Prepayment. Unless otherwise provided in this Contract, Purchaser shall have the right to fully or partially prepay this Contract at any time without penalty. Any partial prepayment shall be applied first to payment of amounts then due under this Contract, including unpaid accrued interest, and the balance shall be applied to the principal installments to be paid in the inverse order of their maturity. Partial prepayment shall not postpone the due date of the installments to be paid pursuant to this Contract or change the amount of such installments.

6. Real Estate Taxes and Assessments. Real estate taxes and installments of special assessments which are due and payable in the year in which this Contract is dated shall be paid as follows:

Purchaser shall pay all real estate taxes in 2021 and thereafter.

Purchaser shall pay, before penalty accrues, all real estate taxes and installments of special assessments assessed against the Property which are due and payable in all subsequent years. Seller warrants that the real estate taxes and installments of special assessments which were due and payable in the years preceding the year in which this Contract is dated are paid in full. If the Property is subject to a recorded declaration providing for assessments to be levied against the Property by any owners' association, Purchaser shall promptly pay, when due, all assessments imposed by the owners' association or other governing body as required by the provisions of the declaration or other related documents.

7. Property Insurance.

(a) Insured Risks and Amounts. Purchaser shall keep all buildings, improvements, and fixtures now or later located on or a part of the Property insured against loss by fire, lightning and such other perils as are included in a standard "all-risk" endorsement, and against loss or damage by all other risks and hazards covered by a standard extended coverage insurance policy, including, without limitation, vandalism, malicious mischief, burglary, theft and, if applicable, steam boiler explosion. Such insurance shall be in an amount no less than the full replacement cost of the buildings, improvements, and fixtures, without deduction for physical depreciation. If any of the buildings, improvements, or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Purchaser shall procure and maintain flood insurance in amounts reasonably satisfactory to Seller.

(b) Other Terms. The insurance policy shall contain a loss payable clause in favor of Seller which provides that Seller's right to recover under the insurance shall not be impaired by any acts or omissions of Purchaser or Seller, and that Seller shall otherwise be afforded all rights and privileges customarily provided a mortgagee under the so-called standard mortgage clause.

(c) Notice of Damage. In the event of damage to the Property by fire or other casualty, Purchaser shall promptly give notice of such damage to Seller and the insurance company.

8. Damage to the Property.

(a) Application of Insurance Proceeds. If the Property is damaged by fire or other casualty, the insurance proceeds paid on account of such damage shall be applied to payment of the amounts payable by Purchaser under this Contract, even if such amounts are not then due to be paid, unless Purchaser makes a permitted election described in the next paragraph. Such amounts shall be first applied to unpaid accrued interest and next to the installments to be paid as provided in this Contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this Contract or change the amount of such installments. The balance of insurance proceeds, if any, shall be the property of Purchaser.

(b) Purchaser's Election to Rebuild. If Purchaser is not in default under this Contract, or after curing any such default, and if the mortgagees in any prior mortgages and sellers in any prior contracts for deed do not require otherwise, Purchaser may elect to have that portion of such insurance proceeds necessary to repair, replace, or restore the damaged Property (the "Repairs") deposited in escrow with a bank or title insurance company qualified to do business in the State of Minnesota, or such other party as may be mutually agreeable to Seller and Purchaser. The election may only be made by written notice to Seller within sixty (60) days after the damage occurs. Also, the election will only be permitted if the plans and specifications and contracts for the Repairs are approved by Seller, which approval Seller shall not unreasonably withhold or delay. If such a permitted election is made by Purchaser, Seller and Purchaser shall jointly deposit, when paid, such insurance proceeds into such escrow. If such insurance proceeds are insufficient for the Repairs, Purchaser shall, before the commencement of the Repairs, deposit into such escrow sufficient additional money to insure the full payment for the Repairs. Even if the insurance proceeds are unavailable or are insufficient to pay the cost of the Repairs, Purchaser shall at all times be responsible to pay the full cost of the Repairs. All escrowed funds shall be disbursed by the escrowee in accordance with generally accepted sound construction disbursement procedures. The costs incurred or to be incurred on account of such escrow shall be deposited by Purchaser into such escrow before the commencement of the Repairs. Purchaser

shall complete the Repairs as soon as reasonably possible and in a good and workmanlike manner, and in any event the Repairs shall be completed by Purchaser within one (1) year after the damage occurs. If, following the completion of and payment for the Repairs, there remains any undisbursed escrow funds, such funds shall be applied to payment of the amounts payable by Purchaser under this Contract in accordance with paragraph 8(a) above.

(c) Owners' Association. If the Property is subject to a recorded declaration, so long as the owners' association maintains a master or blanket policy of insurance against fire, extended coverage perils and such other hazards and in such amount as are required by this Contract, then: (i) Purchaser's obligation in the Contract to maintain hazard insurance coverage on the Property is satisfied; (ii) the provisions of paragraph 8(a) of this Contract regarding application of insurance proceeds shall be superseded by the provisions of the declaration or other related documents; and (iii) in the event of a distribution of insurance proceeds in lieu of restoration or repair following an insured casualty loss to the Property, any such proceeds payable to Purchaser are hereby assigned and shall be paid to Seller for application to the sum secured by this Contract, with the excess, if any, paid to Purchaser.

9. Injury or Damage Occurring on the Property.

(a) Liability. Seller shall be free from liability and claims for damages by reason of injuries occurring on or after the date of this Contract to any person or persons or property while on or about the Property. Purchaser shall defend and indemnify Seller from all liability, loss, cost, and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries. However, Purchaser shall have no liability or obligation to Seller for such injuries which are caused by the negligence or intentional wrongful acts or omissions of Seller.

(b) Liability Insurance. Purchaser shall, at Purchaser's own expense, procure and maintain liability insurance against claims for bodily injury, death and property damage occurring on or about the Property in amounts reasonably satisfactory to Seller and naming Seller as an additional insured.

10. Insurance Generally. The insurance which Purchaser is required to procure and maintain pursuant to paragraphs 7 and 9 of this Contract shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to Seller. The insurance shall be maintained by Purchaser at all times while any amount remains unpaid under this Contract. The insurance policies shall provide for not less than ten (10) days written notice to Seller before cancellation, non-renewal, termination or change in coverage, and Purchaser shall deliver to Seller a duplicate original or certificate of such insurance policy or policies.

11. Condemnation. If all or any part of the Property is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof shall be applied to payment of the amounts payable by Purchaser under this Contract, even if such amounts are not then due to be paid. Such amounts shall be applied in the same manner as a prepayment as provided in paragraph 5 of this Contract. Such payments shall not postpone the due date of the installments to be paid pursuant to this Contract or change the amount of such installments. The balance, if any, shall be the property of Purchaser.

12. Waste, Repair, and Liens. Purchaser shall not remove or demolish any buildings, improvements, or fixtures now or later located on or a part of the Property, nor shall Purchaser commit or allow waste of the Property. Purchaser shall maintain the Property in good condition and repair. Purchaser shall not create or permit to accrue liens or adverse claims against the Property which constitute a lien or claim against Seller's interest in the Property. Purchaser shall pay to Seller all amounts, costs and expenses, including reasonable attorneys' fees, incurred by Seller to remove any such liens or adverse claims.

13. Compliance with Laws. Except for matters which Seller has created, suffered, or permitted to exist prior to the date of this Contract, Purchaser shall comply or cause compliance with all laws and regulations of any governmental authority which affect the Property or the manner of using or operating the same, and with all restrictive covenants, if any, affecting title to the Property or the use thereof.

14. Recording of Contract; Deed Tax. Purchaser shall, at Purchaser's expense, record this Contract in the Office of the County Recorder or Registrar of Titles in the county in which the Property is located within four (4) months after the date hereof. Purchaser shall pay

any penalty imposed under Minn. Stat. 507.235 for failure to timely record the Contract. Seller shall, upon Purchaser's full performance of this Contract, pay the deed tax due upon the recording of the deed to be delivered by Seller.

15. Notice of Assignment. If either Seller or Purchaser assigns its interest in the Property, the assigning party shall promptly furnish a copy of such assignment to the non-assigning party.

16. Protection of Interests. If Purchaser fails to pay any sum of money required under the terms of this Contract or fails to perform any of the Purchaser's obligations as set forth in this Contract, Seller may, at Seller's option, pay the same or cause the same to be performed, or both, and the amounts so paid by Seller and the cost of such performance shall be payable at once, with interest at the rate stated in paragraph 4 of this Contract, as an additional amount due Seller under this Contract. If there now exists, or if Seller hereafter creates, suffers or permits to accrue, any mortgage, contract for deed, lien or encumbrance against the Property which is not herein expressly assumed by Purchaser, and provided Purchaser is not in default under this Contract, Seller shall timely pay all amounts due thereon, and if Seller fails to do so, Purchaser may, at Purchaser's option, pay any such delinquent amounts or take any actions reasonably necessary to cure defaults there under and deduct the amounts so paid together with interest at the rate provided in this Contract from the payments next coming due under this Contract.

17. Defaults and Remedies. The time of performance by Purchaser of the terms of this Contract is an essential part of this Contract. If Purchaser fails to timely perform any term of this Contract, Seller may, at Seller's option, elect to declare this Contract cancelled and terminated by notice to Purchaser in accordance with applicable law or elect any other remedy available at law or in equity. If Seller elects to terminate this Contract, all right, title, and interest acquired under this Contract by Purchaser shall then cease and terminate, and all improvements made upon the Property and all payments made by Purchaser pursuant to this Contract (including escrow payments, if any) shall belong to Seller as liquidated damages for breach of this Contract. Neither the extension of the time for payment of any sum of money to be paid hereunder nor any waiver by Seller of Seller's rights to declare this Contract forfeited by reason of any breach shall in any manner affect Seller's right to cancel this Contract because of defaults subsequently occurring, and no extension of time shall be valid unless agreed to in writing. After service of notice of default and failure to cure such default within the period allowed by law, Purchaser shall, upon demand, surrender possession of the Property to Seller, but Purchaser shall be entitled to possession of the Property until the expiration of such period. Failure by Seller to exercise one or more remedies available under this paragraph 17 shall not constitute a waiver of the right to exercise such remedy or remedies thereafter.

18. Binding Effect. The terms of this Contract shall run with the land and bind the parties hereto and the successors in interest.

19. Headings. Headings of the paragraphs of this Contract are for convenience only and do not define, limit, or construe the contents of such paragraphs.

20. Additional Terms: Check here if ☐ an addendum to this Contract containing additional terms and conditions is attached hereto.

Seller

Purchaser

City of Worthington

(name of Seller)

By:

(signature) Mike Kuhle

Its: Its Mayor

(type of authority)

By:

(signature) Mindy Eggers

Its: City Clerk

(type of authority)

(signature)

(signature)

State of Minnesota, County of Nobles

This instrument was acknowledged before me on December, 2021, by Mike Kuhle
(month/day/year) (name of authorized signer)

as Mayor
(type of authority)

and by Mindy Eggers
(name of authorized signer)

as City Clerk of the City of Worthington
(type of authority) (name of Seller)

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

State of Minnesota, County of Nobles

This instrument was acknowledged before me on December, 2021, by _____
(month/day/year)

(insert name and marital status of each Purchaser)

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

Mark W Shepherd
 Attorney at Law
 727 Oxford Street - PO Box 517
 Worthington, MN 56187-0517
 (507)376-4166
 Attorney ID: 0100146

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS
 INSTRUMENT SHOULD BE SENT TO:
(insert legal name and residential or business address of Grantee)

BRCS Real Estate, LLC
 1525 Bioscience Dr
 PO Box 785
 Worthington, MN 56187-0785

Note: Failure to record this contract for deed may give other parties priority over Purchaser's interest in the property.

2021-11-25 City of Worthington to BCRS Real Estate, LLC

Date: Nov 25, 2021			Type: Normal			Total		Number	
Compounded: Monthly			Period: 12.333 Year(s)			Loans: \$62,675.85		1	
Basis Year: 365 Days			Exact Day: No			Payments: \$84,101.01		148	
No.	Date	Int. Rate	Payment	Interest	Principal	Balance	Notes		
1	Dec 25, 2021	5.0000%	\$568.25	\$261.15	\$307.10	\$62,368.75			
Totals for Year 2021			\$568.25	\$261.15	\$307.10				
Running Totals to End of 2021			\$568.25	\$261.15	\$307.10				
2	Jan 25, 2022	5.0000%	\$568.25	\$259.87	\$308.38	\$62,060.37			
3	Feb 25, 2022	5.0000%	\$568.25	\$258.58	\$309.67	\$61,750.70			
4	Mar 25, 2022	5.0000%	\$568.25	\$257.29	\$310.96	\$61,439.74			
5	Apr 25, 2022	5.0000%	\$568.25	\$256.00	\$312.25	\$61,127.49			
6	May 25, 2022	5.0000%	\$568.25	\$254.70	\$313.55	\$60,813.94			
7	Jun 25, 2022	5.0000%	\$568.25	\$253.39	\$314.86	\$60,499.08			
8	Jul 25, 2022	5.0000%	\$568.25	\$252.08	\$316.17	\$60,182.91			
9	Aug 25, 2022	5.0000%	\$568.25	\$250.76	\$317.49	\$59,865.42			
10	Sep 25, 2022	5.0000%	\$568.25	\$249.44	\$318.81	\$59,546.61			
11	Oct 25, 2022	5.0000%	\$568.25	\$248.11	\$320.14	\$59,226.47			
12	Nov 25, 2022	5.0000%	\$568.25	\$246.78	\$321.47	\$58,905.00			
13	Dec 25, 2022	5.0000%	\$568.25	\$245.44	\$322.81	\$58,582.19			
Totals for Year 2022			\$6,819.00	\$3,032.44	\$3,786.56				
Running Totals to End of 2022			\$7,387.25	\$3,293.59	\$4,093.66				
14	Jan 25, 2023	5.0000%	\$568.25	\$244.09	\$324.16	\$58,258.03			
15	Feb 25, 2023	5.0000%	\$568.25	\$242.74	\$325.51	\$57,932.52			
16	Mar 25, 2023	5.0000%	\$568.25	\$241.39	\$326.86	\$57,605.66			
17	Apr 25, 2023	5.0000%	\$568.25	\$240.02	\$328.23	\$57,277.43			
18	May 25, 2023	5.0000%	\$568.25	\$238.66	\$329.59	\$56,947.84			
19	Jun 25, 2023	5.0000%	\$568.25	\$237.28	\$330.97	\$56,616.87			
20	Jul 25, 2023	5.0000%	\$568.25	\$235.90	\$332.35	\$56,284.52			
21	Aug 25, 2023	5.0000%	\$568.25	\$234.52	\$333.73	\$55,950.79			
22	Sep 25, 2023	5.0000%	\$568.25	\$233.13	\$335.12	\$55,615.67			
23	Oct 25, 2023	5.0000%	\$568.25	\$231.73	\$336.52	\$55,279.15			
24	Nov 25, 2023	5.0000%	\$568.25	\$230.33	\$337.92	\$54,941.23			
25	Dec 25, 2023	5.0000%	\$568.25	\$228.92	\$339.33	\$54,601.90			
Totals for Year 2023			\$6,819.00	\$2,838.71	\$3,980.29				
Running Totals to End of 2023			\$14,206.25	\$6,132.30	\$8,073.95				
26	Jan 25, 2024	5.0000%	\$568.25	\$227.51	\$340.74	\$54,261.16			
27	Feb 25, 2024	5.0000%	\$568.25	\$226.09	\$342.16	\$53,919.00			
28	Mar 25, 2024	5.0000%	\$568.25	\$224.66	\$343.59	\$53,575.41			
29	Apr 25, 2024	5.0000%	\$568.25	\$223.23	\$345.02	\$53,230.39			
30	May 25, 2024	5.0000%	\$568.25	\$221.79	\$346.46	\$52,883.93			
31	Jun 25, 2024	5.0000%	\$568.25	\$220.35	\$347.90	\$52,536.03			
32	Jul 25, 2024	5.0000%	\$568.25	\$218.90	\$349.35	\$52,186.68			
33	Aug 25, 2024	5.0000%	\$568.25	\$217.44	\$350.81	\$51,835.87			
34	Sep 25, 2024	5.0000%	\$568.25	\$215.98	\$352.27	\$51,483.60			
35	Oct 25, 2024	5.0000%	\$568.25	\$214.51	\$353.74	\$51,129.86			
36	Nov 25, 2024	5.0000%	\$568.25	\$213.04	\$355.21	\$50,774.65			
37	Dec 25, 2024	5.0000%	\$568.25	\$211.56	\$356.69	\$50,417.96			
Totals for Year 2024			\$6,819.00	\$2,635.06	\$4,183.94				
Running Totals to End of 2024			\$21,025.25	\$8,767.36	\$12,257.89				
38	Jan 25, 2025	5.0000%	\$568.25	\$210.07	\$358.18	\$50,059.78			
39	Feb 25, 2025	5.0000%	\$568.25	\$208.58	\$359.67	\$49,700.11			
40	Mar 25, 2025	5.0000%	\$568.25	\$207.08	\$361.17	\$49,338.94			
41	Apr 25, 2025	5.0000%	\$568.25	\$205.58	\$362.67	\$48,976.27			
42	May 25, 2025	5.0000%	\$568.25	\$204.07	\$364.18	\$48,612.09			
43	Jun 25, 2025	5.0000%	\$568.25	\$202.55	\$365.70	\$48,246.39			
44	Jul 25, 2025	5.0000%	\$568.25	\$201.03	\$367.22	\$47,879.17			
45	Aug 25, 2025	5.0000%	\$568.25	\$199.50	\$368.75	\$47,510.42			
46	Sep 25, 2025	5.0000%	\$568.25	\$197.96	\$370.29	\$47,140.13			
47	Oct 25, 2025	5.0000%	\$568.25	\$196.42	\$371.83	\$46,768.30			
48	Nov 25, 2025	5.0000%	\$568.25	\$194.87	\$373.38	\$46,394.92			
49	Dec 25, 2025	5.0000%	\$568.25	\$193.31	\$374.94	\$46,019.98			
Totals for Year 2025			\$6,819.00	\$2,421.02	\$4,397.98				
Running Totals to End of 2025			\$27,844.25	\$11,188.38	\$16,655.87				

2021-11-25 City of Worthington to BCRS Real Estate, LLC

Date: Nov 25, 2021			Type: Normal			Total		Number
Compounded: Monthly			Period: 12.333 Year(s)			Loans: \$62,675.85		1
Basis Year: 365 Days			Exact Day: No			Payments: \$84,101.01		148
No.	Date	Int. Rate	Payment	Interest	Principal	Balance	Notes	
50	Jan 25, 2026	5.0000%	\$568.25	\$191.75	\$376.50	\$45,643.48		
51	Feb 25, 2026	5.0000%	\$568.25	\$190.18	\$378.07	\$45,265.41		
52	Mar 25, 2026	5.0000%	\$568.25	\$188.61	\$379.64	\$44,885.77		
53	Apr 25, 2026	5.0000%	\$568.25	\$187.02	\$381.23	\$44,504.54		
54	May 25, 2026	5.0000%	\$568.25	\$185.44	\$382.81	\$44,121.73		
55	Jun 25, 2026	5.0000%	\$568.25	\$183.84	\$384.41	\$43,737.32		
56	Jul 25, 2026	5.0000%	\$568.25	\$182.24	\$386.01	\$43,351.31		
57	Aug 25, 2026	5.0000%	\$568.25	\$180.63	\$387.62	\$42,963.69		
58	Sep 25, 2026	5.0000%	\$568.25	\$179.02	\$389.23	\$42,574.46		
59	Oct 25, 2026	5.0000%	\$568.25	\$177.39	\$390.86	\$42,183.60		
60	Nov 25, 2026	5.0000%	\$568.25	\$175.76	\$392.49	\$41,791.11		
61	Dec 25, 2026	5.0000%	\$568.25	\$174.13	\$394.12	\$41,396.99		
Totals for Year 2026			\$6,819.00	\$2,196.01	\$4,622.99			
Running Totals to End of 2026			\$34,663.25	\$13,384.39	\$21,278.86			
62	Jan 25, 2027	5.0000%	\$568.25	\$172.49	\$395.76	\$41,001.23		
63	Feb 25, 2027	5.0000%	\$568.25	\$170.84	\$397.41	\$40,603.82		
64	Mar 25, 2027	5.0000%	\$568.25	\$169.18	\$399.07	\$40,204.75		
65	Apr 25, 2027	5.0000%	\$568.25	\$167.52	\$400.73	\$39,804.02		
66	May 25, 2027	5.0000%	\$568.25	\$165.85	\$402.40	\$39,401.62		
67	Jun 25, 2027	5.0000%	\$568.25	\$164.17	\$404.08	\$38,997.54		
68	Jul 25, 2027	5.0000%	\$568.25	\$162.49	\$405.76	\$38,591.78		
69	Aug 25, 2027	5.0000%	\$568.25	\$160.80	\$407.45	\$38,184.33		
70	Sep 25, 2027	5.0000%	\$568.25	\$159.10	\$409.15	\$37,775.18		
71	Oct 25, 2027	5.0000%	\$568.25	\$157.40	\$410.85	\$37,364.33		
72	Nov 25, 2027	5.0000%	\$568.25	\$155.68	\$412.57	\$36,951.76		
73	Dec 25, 2027	5.0000%	\$568.25	\$153.97	\$414.28	\$36,537.48		
Totals for Year 2027			\$6,819.00	\$1,959.49	\$4,859.51			
Running Totals to End of 2027			\$41,482.25	\$15,343.88	\$26,138.37			
74	Jan 25, 2028	5.0000%	\$568.25	\$152.24	\$416.01	\$36,121.47		
75	Feb 25, 2028	5.0000%	\$568.25	\$150.51	\$417.74	\$35,703.73		
76	Mar 25, 2028	5.0000%	\$568.25	\$148.77	\$419.48	\$35,284.25		
77	Apr 25, 2028	5.0000%	\$568.25	\$147.02	\$421.23	\$34,863.02		
78	May 25, 2028	5.0000%	\$568.25	\$145.26	\$422.99	\$34,440.03		
79	Jun 25, 2028	5.0000%	\$568.25	\$143.50	\$424.75	\$34,015.28		
80	Jul 25, 2028	5.0000%	\$568.25	\$141.73	\$426.52	\$33,588.76		
81	Aug 25, 2028	5.0000%	\$568.25	\$139.95	\$428.30	\$33,160.46		
82	Sep 25, 2028	5.0000%	\$568.25	\$138.17	\$430.08	\$32,730.38		
83	Oct 25, 2028	5.0000%	\$568.25	\$136.38	\$431.87	\$32,298.51		
84	Nov 25, 2028	5.0000%	\$568.25	\$134.58	\$433.67	\$31,864.84		
85	Dec 25, 2028	5.0000%	\$568.25	\$132.77	\$435.48	\$31,429.36		
Totals for Year 2028			\$6,819.00	\$1,710.88	\$5,108.12			
Running Totals to End of 2028			\$48,301.25	\$17,054.76	\$31,246.49			
86	Jan 25, 2029	5.0000%	\$568.25	\$130.96	\$437.29	\$30,992.07		
87	Feb 25, 2029	5.0000%	\$568.25	\$129.13	\$439.12	\$30,552.95		
88	Mar 25, 2029	5.0000%	\$568.25	\$127.30	\$440.95	\$30,112.00		
89	Apr 25, 2029	5.0000%	\$568.25	\$125.47	\$442.78	\$29,669.22		
90	May 25, 2029	5.0000%	\$568.25	\$123.62	\$444.63	\$29,224.59		
91	Jun 25, 2029	5.0000%	\$568.25	\$121.77	\$446.48	\$28,778.11		
92	Jul 25, 2029	5.0000%	\$568.25	\$119.91	\$448.34	\$28,329.77		
93	Aug 25, 2029	5.0000%	\$568.25	\$118.04	\$450.21	\$27,879.56		
94	Sep 25, 2029	5.0000%	\$568.25	\$116.16	\$452.09	\$27,427.47		
95	Oct 25, 2029	5.0000%	\$568.25	\$114.28	\$453.97	\$26,973.50		
96	Nov 25, 2029	5.0000%	\$568.25	\$112.39	\$455.86	\$26,517.64		
97	Dec 25, 2029	5.0000%	\$568.25	\$110.49	\$457.76	\$26,059.88		
Totals for Year 2029			\$6,819.00	\$1,449.52	\$5,369.48			
Running Totals to End of 2029			\$55,120.25	\$18,504.28	\$36,615.97			
98	Jan 25, 2030	5.0000%	\$568.25	\$108.58	\$459.67	\$25,600.21		
99	Feb 25, 2030	5.0000%	\$568.25	\$106.67	\$461.58	\$25,138.63		
100	Mar 25, 2030	5.0000%	\$568.25	\$104.74	\$463.51	\$24,675.12		

2021-11-25 City of Worthington to BCRS Real Estate, LLC

Date: Nov 25, 2021			Type: Normal			Total		Number
Compounded: Monthly			Period: 12.333 Year(s)			Loans: \$62,675.85		1
Basis Year: 365 Days			Exact Day: No			Payments: \$84,101.01		148
No.	Date	Int. Rate	Payment	Interest	Principal	Balance	Notes	
101	Apr 25, 2030	5.0000%	\$568.25	\$102.81	\$465.44	\$24,209.68		
102	May 25, 2030	5.0000%	\$568.25	\$100.87	\$467.38	\$23,742.30		
103	Jun 25, 2030	5.0000%	\$568.25	\$98.93	\$469.32	\$23,272.98		
104	Jul 25, 2030	5.0000%	\$568.25	\$96.97	\$471.28	\$22,801.70		
105	Aug 25, 2030	5.0000%	\$568.25	\$95.01	\$473.24	\$22,328.46		
106	Sep 25, 2030	5.0000%	\$568.25	\$93.04	\$475.21	\$21,853.25		
107	Oct 25, 2030	5.0000%	\$568.25	\$91.06	\$477.19	\$21,376.06		
108	Nov 25, 2030	5.0000%	\$568.25	\$89.07	\$479.18	\$20,896.88		
109	Dec 25, 2030	5.0000%	\$568.25	\$87.07	\$481.18	\$20,415.70		
Totals for Year 2030			\$6,819.00	\$1,174.82	\$5,644.18			
Running Totals to End of 2030			\$61,939.25	\$19,679.10	\$42,260.15			
110	Jan 25, 2031	5.0000%	\$568.25	\$85.07	\$483.18	\$19,932.52		
111	Feb 25, 2031	5.0000%	\$568.25	\$83.05	\$485.20	\$19,447.32		
112	Mar 25, 2031	5.0000%	\$568.25	\$81.03	\$487.22	\$18,960.10		
113	Apr 25, 2031	5.0000%	\$568.25	\$79.00	\$489.25	\$18,470.85		
114	May 25, 2031	5.0000%	\$568.25	\$76.96	\$491.29	\$17,979.56		
115	Jun 25, 2031	5.0000%	\$568.25	\$74.91	\$493.34	\$17,486.22		
116	Jul 25, 2031	5.0000%	\$568.25	\$72.86	\$495.39	\$16,990.83		
117	Aug 25, 2031	5.0000%	\$568.25	\$70.80	\$497.45	\$16,493.38		
118	Sep 25, 2031	5.0000%	\$568.25	\$68.72	\$499.53	\$15,993.85		
119	Oct 25, 2031	5.0000%	\$568.25	\$66.64	\$501.61	\$15,492.24		
120	Nov 25, 2031	5.0000%	\$568.25	\$64.55	\$503.70	\$14,988.54		
121	Dec 25, 2031	5.0000%	\$568.25	\$62.45	\$505.80	\$14,482.74		
Totals for Year 2031			\$6,819.00	\$886.04	\$5,932.96			
Running Totals to End of 2031			\$68,758.25	\$20,565.14	\$48,193.11			
122	Jan 25, 2032	5.0000%	\$568.25	\$60.34	\$507.91	\$13,974.83		
123	Feb 25, 2032	5.0000%	\$568.25	\$58.23	\$510.02	\$13,464.81		
124	Mar 25, 2032	5.0000%	\$568.25	\$56.10	\$512.15	\$12,952.66		
125	Apr 25, 2032	5.0000%	\$568.25	\$53.97	\$514.28	\$12,438.38		
126	May 25, 2032	5.0000%	\$568.25	\$51.83	\$516.42	\$11,921.96		
127	Jun 25, 2032	5.0000%	\$568.25	\$49.67	\$518.58	\$11,403.38		
128	Jul 25, 2032	5.0000%	\$568.25	\$47.51	\$520.74	\$10,882.64		
129	Aug 25, 2032	5.0000%	\$568.25	\$45.34	\$522.91	\$10,359.73		
130	Sep 25, 2032	5.0000%	\$568.25	\$43.17	\$525.08	\$9,834.65		
131	Oct 25, 2032	5.0000%	\$568.25	\$40.98	\$527.27	\$9,307.38		
132	Nov 25, 2032	5.0000%	\$568.25	\$38.78	\$529.47	\$8,777.91		
133	Dec 25, 2032	5.0000%	\$568.25	\$36.57	\$531.68	\$8,246.23		
Totals for Year 2032			\$6,819.00	\$582.49	\$6,236.51			
Running Totals to End of 2032			\$75,577.25	\$21,147.63	\$54,429.62			
134	Jan 25, 2033	5.0000%	\$568.25	\$34.36	\$533.89	\$7,712.34		
135	Feb 25, 2033	5.0000%	\$568.25	\$32.13	\$536.12	\$7,176.22		
136	Mar 25, 2033	5.0000%	\$568.25	\$29.90	\$538.35	\$6,637.87		
137	Apr 25, 2033	5.0000%	\$568.25	\$27.66	\$540.59	\$6,097.28		
138	May 25, 2033	5.0000%	\$568.25	\$25.41	\$542.84	\$5,554.44		
139	Jun 25, 2033	5.0000%	\$568.25	\$23.14	\$545.11	\$5,009.33		
140	Jul 25, 2033	5.0000%	\$568.25	\$20.87	\$547.38	\$4,461.95		
141	Aug 25, 2033	5.0000%	\$568.25	\$18.59	\$549.66	\$3,912.29		
142	Sep 25, 2033	5.0000%	\$568.25	\$16.30	\$551.95	\$3,360.34		
143	Oct 25, 2033	5.0000%	\$568.25	\$14.00	\$554.25	\$2,806.09		
144	Nov 25, 2033	5.0000%	\$568.25	\$11.69	\$556.56	\$2,249.53		
145	Dec 25, 2033	5.0000%	\$568.25	\$9.37	\$558.88	\$1,690.65		
Totals for Year 2033			\$6,819.00	\$263.42	\$6,555.58			
Running Totals to End of 2033			\$82,396.25	\$21,411.05	\$60,985.20			
146	Jan 25, 2034	5.0000%	\$568.25	\$7.04	\$561.21	\$1,129.44		
147	Feb 25, 2034	5.0000%	\$568.25	\$4.71	\$563.54	\$565.90		
148	Mar 25, 2034	5.0000%	\$568.26	\$2.36	\$565.90	\$0.00		
Totals for Year 2034			\$1,704.76	\$14.11	\$1,690.65			
Running Totals to Q1 of 2034			\$84,101.01	\$21,425.16	\$62,675.85			

City of Worthington/Worthington Public Utilities Vaccination, Testing, and Face Covering Policy

Purpose:

Vaccination is reported to be a tool to reduce the presence and severity of COVID-19 cases in the workplace, in communities, and in the nation as a whole. The City of Worthington (City) and Worthington Public Utilities (WPU) encourages all employees to consider receiving a COVID-19 vaccination to protect themselves and other employees. However, should an employee choose not to be vaccinated, this policy's sections on testing and face coverings will apply. This policy complies with OSHA's Emergency Temporary Standard on Vaccination and Testing (29 CFR 1910.501).

Scope:

This COVID-19 Policy on vaccination, testing, and face covering use applies to all employees of City and WPU, except for employees who do not report to a workplace where other individuals (such as coworkers or customers) are present; employees while working from home; and employees who work exclusively outdoors

All employees are encouraged to be fully vaccinated. Employees are considered fully vaccinated two weeks after completing primary vaccination with a COVID-19 vaccine with, if applicable, at least the minimum recommended interval between doses. For example, this includes two weeks after a second dose in a two-dose series, such as the Pfizer or Moderna vaccines, two weeks after a single-dose vaccine, such as Johnson & Johnson's vaccine, or two weeks after the second dose of any combination of two doses of different COVID-19 vaccines as part of one primary vaccination series. Employees who are not fully vaccinated will be required to provide proof of weekly COVID-19 testing and wear a face covering at the workplace except when in an enclosed office with no one else present.

Some employees may be required to have or obtain a COVID-19 vaccination as a term and condition of employment at City or WPU, due to their specific job duties. Employees subject to mandatory vaccination requirements should follow all relevant vaccination procedures in this policy and are not given the choice to choose testing and face covering use in lieu of vaccination. City and WPU have not designated any employees that are required to be vaccinated.

All employees are required to report their vaccination status and, if vaccinated, provide proof of vaccination. Employees must provide truthful and accurate information about their COVID-19 vaccination status, and, if not fully vaccinated, their testing results. Employees not in compliance with this policy will be subject to discipline up to and including termination.

Employees may request an exception from vaccination requirements (if applicable) if the vaccine is medically contraindicated for them or medical necessity requires a delay in vaccination. Employees also may be legally entitled to a reasonable accommodation if they cannot be vaccinated and/or wear a face covering (as otherwise required by this policy) because of a disability, or if the provisions in this policy for vaccination, and/or testing for COVID-19, and/or wearing a face covering conflict with a sincerely held religious belief, practice, or observance. Requests for exceptions and reasonable accommodations must be initiated by submitting a written request to Administration. All such requests will be handled in accordance with applicable laws and regulations.

Procedures:

Overview and General Information

Vaccination

Any City or WPU employee that chooses to or is required to be vaccinated against COVID-19 must be fully vaccinated no later than January 3, 2022 or such later date as determined by Minnesota OSHA. Any employee not fully vaccinated by this date will be subject to the regular testing and face covering requirements of the policy.

To be fully vaccinated by January 3, 2022 or such later date determined Minnesota OSHA, an employee must obtain doses in accordance with paragraph 2 in above “Scope” section of this policy.

Employees will be considered fully vaccinated two weeks after receiving the requisite number of doses of a COVID-19 vaccine as stated above. An employee will be considered partially vaccinated if they have received only one dose of a two-dose vaccine.

Testing and Face Coverings

All employees who are not fully vaccinated as of January 3, 2022 will be required to undergo regular COVID-19 testing and wear a face covering when in the workplace. Policies and procedures for testing and face coverings are described in the relevant sections of this policy.

Vaccination Status and Acceptable Forms of Proof of Vaccination

Vaccinated Employees

All vaccinated employees are required to provide proof of COVID-19 vaccination, regardless of where they received vaccination. Proof of vaccination status can be submitted to administration of HR offices.

Acceptable proof of vaccination status is:

1. The record of immunization from a health care provider or pharmacy;
2. A copy of the COVID-19 Vaccination Record Card;
3. A copy of medical records documenting the vaccination;
4. A copy of immunization records from a public health, state, or tribal immunization information system; or
5. A copy of any other official documentation that contains the type of vaccine administered, date(s) of administration, and the name of the health care professional(s) or clinic site(s) administering the vaccine(s).

Proof of vaccination generally should include the employee’s name, the type of vaccine administered, the date(s) of administration, and the name of the health care professional(s) or clinic site(s) that administered the vaccine. In some cases, state immunization records may not include one or more of these data fields, such as clinic site; in those circumstances, City and WPU will still accept the state immunization record as acceptable proof of vaccination.

If an employee is unable to produce one of these acceptable forms of proof of vaccination, despite attempts to do so (e.g., by trying to contact the vaccine administrator or state health department), the employee can provide a signed and dated statement attesting to their vaccination status (fully vaccinated or partially vaccinated); attesting that they have lost and are otherwise unable to produce one of the other forms of acceptable proof; and including the following language:

“I declare (or certify, verify, or state) that this statement about my vaccination status is true and accurate. I understand that knowingly providing false information regarding my vaccination status on this form may subject me to criminal penalties.”

An employee who attests to their vaccination status in this way should to the best of their recollection, include in their attestation the type of vaccine administered, the date(s) of administration, and the name of the health care professional(s) or clinic site(s) administering the vaccine.

All Employees

All employees, both vaccinated and unvaccinated, must inform City or WPU of their vaccination status. The following table outlines the requirements for submitting vaccination status documentation.

Vaccination Status	Instructions	Deadline(s)
Employees who are fully vaccinated.	Submit proof of vaccination that indicates full vaccination.	January 3, 2022
Employees who are partially vaccinated (i.e., one dose of a two dose vaccine series).	Submit proof of vaccination that indicates when the first dose of vaccination was received, followed by proof of the second dose when it is obtained.	January 3, 2022
Employees who are not vaccinated.	Submit statement that you are unvaccinated, but are planning to receive a vaccination by the deadline.	January 3, 2022
	Submit statement that you are unvaccinated and not planning to receive a vaccination.	January 3, 2022

Supporting COVID-19 Vaccination

An employee may take up to four hours of duty time per dose to travel to the vaccination site, receive a vaccination, and return to work. This would mean a maximum of eight hours of duty time for employees receiving two doses. If an employee spends less time getting the vaccine, only the necessary amount of duty time will be granted. Employees who take longer than four hours to get the vaccine must notify their supervisor the reason for the additional time (e.g., they may need to travel long distances to get the vaccine). Any additional time requested will be granted, if reasonable, but will not be paid; in that situation, the employee can elect to use accrued leave, e.g., sick leave, to cover the additional time. If an employee is vaccinated outside of their approved duty time they will not be compensated.

Employees may utilize up to two workdays of sick leave immediately following each dose if they have side effects from the COVID-19 vaccination that prevent them from working. Employees who have no sick leave will be granted up to two days of additional sick leave immediately following each dose if necessary.

The following procedures apply for requesting and granting duty time to obtain the COVID-19 vaccine or sick leave to recover from side effects:

Employees shall notify their Supervisor and receive approval of planned absences.

Employee Notification of COVID-19 and Removal from the Workplace

City and WPU will require employees to promptly notify HR or Administration when they have tested positive for COVID-19 or have been diagnosed with COVID-19 by a licensed healthcare provider.

Employees may notify HR or Administration via email, phone or text if they are sick or experiencing symptoms while at home or at work.

Employees shall utilize accrued Sick Leave, Extended Sick Leave or Vacation while away from work due to testing positive or are diagnosed with COVID-19

Medical Removal from the Workplace

City and WPU have also implemented a policy for keeping COVID-19 positive employees from the workplace in certain circumstances. City and WPU will immediately send employees home or to seek medical care, as appropriate if they have received a positive COVID-19 test or have been diagnosed with COVID-19 by a licensed healthcare provider.

Return to Work Criteria

For any employee removed because they are COVID-19 positive, City or WPU will keep them removed from the workplace until the employee receives a negative result on a COVID-19 nucleic acid amplification test (NAAT) following a positive result on a COVID-19 antigen test if the employee chooses to seek a NAAT test for confirmatory testing; meets the return to work criteria in CDC's "Isolation Guidance"; or receives a recommendation to return to work from a licensed healthcare provider.

Under CDC's "Isolation Guidance," asymptomatic employees may return to work once 10 days have passed since the positive test, and symptomatic employees may return to work after all the following are true:

- At least 10 days have passed since symptoms first appeared, and
- At least 24 hours have passed with no fever without fever-reducing medication, and
- Other symptoms of COVID-19 are improving (loss of taste and smell may persist for weeks or months and need not delay the end of isolation).

If an employee has severe COVID-19 or an immune disease, City and WPU will follow the guidance of a licensed healthcare provider regarding return to work.

COVID-19 Testing

All employees who are not fully vaccinated will be required to comply with this policy for testing.

Employees who report to the workplace at least once every seven days:

(A) must be tested for COVID-19 at least once every seven days; and

(B) must provide documentation of the most recent COVID-19 test result to HR or Administration no later than the seventh day following the date on which the employee last provided a test result.

Any employee who does not report to the workplace during a period of seven or more days (e.g., if they were teleworking for two weeks prior to reporting to the workplace):

- (A) must be tested for COVID-19 within seven days prior to returning to the workplace; and
- (B) must provide documentation of that test result to [the supervisor] upon return to the workplace.

If an employee does not provide documentation of a COVID-19 test result as required by this policy, they will be removed from the workplace until they provide a test result.

Employees who have received a positive COVID-19 test, or have been diagnosed with COVID-19 by a licensed healthcare provider, are not required to undergo COVID-19 testing for 90 days following the date of their positive test or diagnosis.

[Describe how employees can fulfill the weekly testing requirement, including where they can get tested, the required schedule for testing (this should address any differences between employees who regularly come to the workplace versus those who do not), and who will cover the costs.]

Face Coverings

City and WPU will require all employees who are not fully vaccinated to wear a face covering. Face coverings must: (i) completely cover the nose and mouth; (ii) be made with two or more layers of a breathable fabric that is tightly woven (i.e., fabrics that do not let light pass through when held up to a light source); (iii) be secured to the head with ties, ear loops, or elastic bands that go behind the head. If gaiters are worn, they should have two layers of fabric or be folded to make two layers; (iv) fit snugly over the nose, mouth, and chin with no large gaps on the outside of the face; and (v) be a solid piece of material without slits, exhalation valves, visible holes, punctures, or other openings. Acceptable face coverings include clear face coverings or cloth face coverings with a clear plastic panel that, despite the non-cloth material allowing light to pass through, otherwise meet these criteria and which may be used to facilitate communication with people who are deaf or hard-of-hearing or others who need to see a speaker's mouth or facial expressions to understand speech or sign language respectively.

Employees who are not fully vaccinated must wear face coverings over the nose and mouth when indoors and when occupying a vehicle with another person for work purposes. Policies and procedures for face coverings will be implemented, along with the other provisions required by OSHA's COVID-19 Vaccination and Testing ETS, as part of a multi-layered infection control approach for unvaccinated workers.

The following are exceptions to City and WPU's requirements for face coverings:

1. When an employee is alone in a room with floor to ceiling walls and a closed door.
2. For a limited time, while an employee is eating or drinking at the workplace or for identification purposes in compliance with safety and security requirements.
3. When an employee is wearing a respirator or facemask.
4. Where City or WPU has determined that the use of face coverings is infeasible or creates a greater hazard (e.g., when it is important to see the employee's mouth for reasons related to their job duties, when the work requires the use of the employee's uncovered mouth, or when the use of a face covering presents a risk of serious injury or death to the employee).

New Hires:

All new employees are required to comply with the vaccination, testing, and face covering requirements outlined in this policy as soon as practicable and as a condition of employment. Potential candidates for employment will be notified of the requirements of this policy prior to the start of employment. New employees shall submit proof of vaccination or agreement to comply with testing and face covering protocols prior to beginning work.

Confidentiality and Privacy:

All medical information collected from individuals, including vaccination information, test results, and any other information obtained as a result of testing, will be treated in accordance with applicable laws and policies on confidentiality and privacy.

Questions:

Please direct any questions regarding this policy to HR or Administration

This model plan is intended to provide information about OSHA's COVID-19 Emergency Temporary Standard. The Occupational Safety and Health Act requires employers to comply with safety and health standards promulgated by OSHA or by a state with an OSHA-approved state plan. However, this model plan is not itself a standard or regulation, and it creates no new legal obligations.

20212022-2024

AGREEMENT BETWEEN
THE CITY OF WORTHINGTON
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 49, AFL-CIO

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**BETWEEN
CITY OF WORTHINGTON
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 49, AFL-CIO**

ARTICLE I PURPOSE OF AGREEMENT

This agreement is entered into this 1st day of January 2024² by and between the City of Worthington, Minnesota, called the EMPLOYER, and the International Union of Operating Engineers Local No. 49, AFL-CIO, hereinafter called the UNION. The intent and purpose of this AGREEMENT are to:

- 1.1 Establish certain hours, wages and other conditions of employment;
- 1.2 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the parties' agreement upon terms and conditions of employment for the duration of the AGREEMENT.

The EMPLOYER and the UNION, through this AGREEMENT, continue their dedication to the highest quality of public service. Both parties recognize this AGREEMENT as a pledge of this dedication.

ARTICLE II RECOGNITION

- 2.1 The EMPLOYER hereby recognizes the UNION as the formal and exclusive representative for all maintenance and technical employees of the City of Worthington, Minnesota, in the Engineering, Public Utilities (Water and Wastewater Divisions) and Public Works Departments who are public employees within the meaning of Minnesota Statute 179A.03, subdivision 14, excluding confidential, supervisory and all other employees.
- 2.2 The EMPLOYER will not enter into any agreement with the employees in the units, either individually or collectively, which in any way conflicts with the terms and conditions of this AGREEMENT.

ARTICLE III EMPLOYER AUTHORITY

- 3.1 The UNION recognizes the prerogative of the EMPLOYER to operate and manage its affairs in all respects in accordance with existing and future laws and regulations of the appropriate authorities including municipal personnel policies and work rules. Nothing in this AGREEMENT shall be construed as binding the EMPLOYER to past practices or practices not expressly made a part of this AGREEMENT. The prerogatives or authority that the EMPLOYER has not officially abridged, delegated or modified by this AGREEMENT are retained by the EMPLOYER, such as, but not limited to:

1. Direct employees,
 2. Hire, promote, transfer, assign, retain employees in positions and to suspend, demote, discharge or take disciplinary action against employees for just cause.
 3. Relieve employees from duties because of lack of work or other legitimate reasons.
 4. Maintain the efficiency of the government operations.
 5. Determine the methods, means, job classifications and personnel by which such operations are to be conducted.
 6. Take whatever actions may be necessary to carry out the missions of the agency in situations of emergency.
 7. Determine reasonable schedules of work and establish the methods and processes by which such work is performed.
- 3.2 Any term and condition of the employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate. This does not preclude the two parties meeting on a meet and confer basis.

ARTICLE IV UNION SECURITY

In recognition of the UNION as the exclusive representative, the EMPLOYER shall:

- 4.1 Deduct from the paychecks each month the dues of the employees who individually request, in writing, that such deductions be made.
- 4.2 The amounts to be deducted shall be certified to the EMPLOYER by the UNION and the aggregate deduction of all employees shall be remitted together with an itemized statement to the Treasurer of the UNION or his designees after such deductions are made.
- 4.3 The UNION shall provide standard authorization cards for check off dues. All employees who have completed thirty (30) calendar days of employment shall become members of the Union and shall maintain their membership in good standing. "In good standing", for the purpose of this Agreement, is defined as to mean the payment of a standard initiation fee and standard regular monthly and/or administrative dues uniformly required as a condition of acquiring or retaining membership in the Union.
- 4.4 The EMPLOYER will recognize the right of the UNION to select two (2) stewards to represent the employees. They shall have the right to process grievances as necessary during normal working hours without loss of time or pay, provided permission has been granted from the steward supervisor. The UNION shall inform the EMPLOYER in writing of name of selected stewards.

- 4.5 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.

ARTICLE V EMPLOYER SECURITY

- 5.1 The UNION agrees that during the life of this AGREEMENT it will not cause, encourage, participate in or support any strike, slowdown, other interruption of or interference with the normal functions of the EMPLOYER, or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment regardless of the reason for so doing, except as may be provided by the Public Employees Relations Act, Sect. 179.64 Subd. 7.
- 5.2 Any employee who engages in an illegal strike may have his (her) appointment terminated by the EMPLOYER effective the date the violation first occurs. Such termination shall be effective upon written notice served upon the employee.
- 5.3 An employee who is absent from any portion of his/her work assignment without permission, or who abstains wholly or in part from the full performance of his/her duties without permission from his (her) EMPLOYER on the date or dates when an illegal strike occurs is prima facie presumed to have engaged in an illegal strike on such date or dates.
- 5.4 An employee who knowingly illegally strikes and whose employment has been terminated for such action may, subsequent to such violation, be appointed or reappointed or employed or re-employed, but the employee shall be on probation for two years with respect to such civil service status, tenure of employment, or contract of employment, as he/she may have therefore been entitled.
- 5.5 No employee shall be entitled to any daily pay, wages, or per diem for the days on which he (she) engaged in a strike.

ARTICLE VI NON-DISCRIMINATION

- 6.1 The provisions of this AGREEMENT shall be applied equally by the EMPLOYER and the UNION to all employees without discrimination as to age (except for mandatory retirement), sex, marital status, race, creed, national origin, political affiliation or membership in the UNION.

ARTICLE VII EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

7.1 DEFINITIONS

The following are definitions of terms used in this Article.

- 7.1.1 GRIEVANCE - A “grievance” means a dispute or disagreement as to the interpretation or application of specific terms of this AGREEMENT.
 - 7.1.2 DAYS - “Days” means calendar days excluding Saturday, Sunday and legal holidays as defined by Minnesota Statutes.
 - 7.1.3 SERVICE - “Service” means personal service or by Certified Mail.
 - 7.1.4 REDUCED TO WRITING - “Reduced to Writing” means a concise statement outlining the nature of the grievance, the provisions of the AGREEMENT in dispute, and the relief requested.
 - 7.1.5 ANSWER - “Answer” means a concise response outlining the EMPLOYER’S position on the grievance.
- 7.2 PROCEDURE - Grievance as defined by Section 5.1.1 shall be resolved in conformance with the following procedure.

Step 1. Whenever any employee or employees have a grievance, he or she or the Union Steward shall meet on an informal basis with the employee’s or employees’ immediate supervisor in an attempt to resolve the grievance within ten (10) days after the grievance occurred. If the grievance is not resolved within five (5) days of the first informal meeting, the grievance may be reduced to writing by the exclusive representative or the employee and served upon the CITY’S DESIGNATE. Any grievance placed in writing must be signed by the affected employee and the UNION’S representative in order to be appealed to Step 2. The CITY shall, within five (5) days of receipt of the written grievance, serve its answer upon the exclusive representative.

Step 2. The CITY’S representative shall meet with the exclusive representative within seven (7) days after receipt of the CITY’S written answer. The parties shall endeavor to mutually resolve the grievance. If the resolution of the grievance results, the terms of the resolution shall be written on or attached to the grievance and shall be signed by all parties. If no agreement is reached by all parties within fifteen (15) days of the first Step 2 meeting, the exclusive representative, if he elects to proceed with the grievance, must proceed with Step 3 by serving a proper notification on the CITY, its chief administrator, or its special representative. Service must be made within fifteen (15) days of the last meeting. The notification shall contain a concise statement indicating the intentions of the party to proceed with the grievance, an outline of the grievance, the provisions of the contract in dispute and a relief requested.

Step 3. The CITY its chief administrator or its special representative shall meet with the designated exclusive representative within ten (10) days after receiving notice of intention to proceed with the grievance pursuant to Step 2. If the resolution of the grievance results, the parties shall reduce the resolution to writing and sign the memorandum as provided in Step 2. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer-designated

representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed in Step 4 shall be submitted to the Minnesota Bureau of Mediation Services. A grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) calendar days following the CITY'S final answer in Step 4. Any grievance not appealed in writing to Step 5 by the UNION within ten (10) calendar days shall be considered waived.

Step 5. A grievance unresolved in Step 4 and appealed in Step 5 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. If the parties cannot agree upon an arbitrator, the selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the City and the Union.

- 7.3 The arbitrator shall not have the power to add to, subtract from or modify in any way the terms of the existing AGREEMENT and his decision shall be confined to the specific issues of the grievance.
- 7.4 The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provisions of the laws of Minnesota or rules or regulations promulgated thereunder, or municipal charters or ordinances or resolutions enacted pursuant thereto, or which causes a penalty to be incurred thereunder. The decision shall be issued to the parties by the arbitrator and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota. The arbitrator's decision shall be submitted to both parties in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension.
- 7.5 Processing of all grievances shall be during the normal work day whenever possible and employees shall not lose wages due to their necessary participation.
- 7.6 If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the CITY and UNION.
- 7.7 ELECTION OF REMEDIES - If the grievance remains unresolved after Step 4, and if the grievance involves the suspension, demotion or discharge for just cause of an employee who has completed the required probationary period, the grievance may be appealed either to Step 5 of the grievance procedure or procedures such as: veterans preference, civil service of fair employment. If appealed to any procedure other than Step 5 of the grievance procedure, the grievance is not subject to arbitration as set forth in Step 5 of the grievance procedure. Except with respect to statutes under the

jurisdiction of the United States Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure. If a court of competent jurisdiction rules contrary to EEOC v. Board of Governors of State Colleges and Universities, 957 F.2d 424 (7th Cir), Cert. denied, 506 U.S. 906, 113 S. Ct. 299 (1992), or if EEOC v. Board of Governors of State Colleges and Universities, 957 F.2d 424 (7th Cir), cert. denied, 506 U.S. 906, 113 S. Ct. 299 (1992) is judicially or legislatively overruled, the italicized portion of this section shall be deleted.

The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 5 of the grievance procedure or another grievance procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal to Step 5 of the grievance procedure.

ARTICLE VIII DEFINITIONS

- 8.1 UNION: Local Union No. 49 International Union of Operating Engineers, AFL-CIO.
- 8.2 EMPLOYER: The City of Worthington.
- 8.3 UNION MEMBER: A member of the Local No. 49 International Union of Operating Engineers, AFL-CIO.
- 8.4 EMPLOYEE: An employee from within the exclusively recognized bargaining unit.
- 8.5 BASE PAY RATE: The employee's hourly pay rate exclusive of any other allowances.
- 8.6 SENIORITY: Length of continuous service with the EMPLOYER.
- 8.7 CALL BACK: Return of an employee to a specified work site to perform assigned duties at the express authorization of the EMPLOYER at a time other than an assigned shift. An extension of or early report to an assigned shift is not a call back.
- 8.8 EMERGENCY: An unforeseen combination of circumstances or condition calling for immediate action.

ARTICLE IX WORK SCHEDULES

- 9.1 The sole authority in work schedules is the EMPLOYER. The normal work day for an employee shall be eight (8) hours. The normal work week shall be forty (40) hours, except employees required to work on a shift basis.
- 9.2 Non-administrative regular scheduled work day hours require flexibility but generally are from 7:30 a.m. to 4:00 p.m. Monday through Friday. Non-administrative departments are not in operation on Saturdays, Sundays and observed holidays except as necessary for shift work and seasonal work loads.

- 9.3 In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given. It is not required that an employee working other than the normal work day be scheduled to work more than eight (8) hours; however, each employee has an obligation to work overtime or call backs if requested unless unusual circumstances prevent him/her from so working. Employees called to work prior to the starting time of their regularly scheduled shift for these instances shall be compensated at a pre-shift premium rate of one and one-half times their base pay rate for the pre-shift hours worked. This premium will not be paid on Saturday, Sunday or holidays as all work accomplished during these days will be compensated at an overtime rate addressed in 10.1 and 10.3, or whenever the employee's entire normal workday shift is worked as part of the temporary shift.
- 9.4 Shift employees scheduled to work hours other than the regular scheduled work day hours shall be compensated \$0.23 per hour above the regular rate of pay.
- 9.5 Employees that are required to temporarily work a shift that includes other than normal work day hours will be paid an additional two dollars (\$2.00) per hour for that temporary shift up to a maximum of eight (8) hours, at which time the employee shall be paid at their overtime rate. This differential will not be paid on Saturday, Sunday, or holidays as all work accomplished during these days will be compensated at an overtime rate addressed in 10.1 and 10.3, or whenever the employee's entire normal work day shift is worked as part of the temporary shift.
- 9.6 For the purpose of computing salaries for a period of less than one month, the annual rate shall be divided by 2080 hours and the result shall be multiplied by the actual hours worked.
- 9.7 Any person selected by management to fill in for a supervisor will receive an additional fifty cents (\$.50) per hour for hours worked in a supervisory capacity. Specific selection (if any) shall be at the discretion of management and shall be on an "as needed" basis as determined by management.
- 9.8 Summer Hours for Public Works Employees: Summer hours of work will commence on the third Monday in April and end on the first Friday in October. The hours of work shall consist of nine (9) hour days, Monday through Thursday and one four (4) hour day on Friday. Hours of works shall be 7:00 a.m. to 4:30 p.m. Monday through Thursday and 7:00 a.m. to 11:00 a.m. on Friday. Holiday weeks shall be eight (8) hours for the holiday, nine (9) hours on three days and five (5) hours on the other day.

ARTICLE X OVERTIME

- 10.1 Hours worked in excess of eight (8) hours per day will be paid at the rate of time and one-half the regular rate; hours worked in excess of forty (40) hours per week will be paid at the rate of time and one-half the regular rate.

- 10.2 All hours worked on Saturdays and Sundays that are not a part of an employees normally scheduled work week, will be paid at the rate of time and one-half the regular rate.
- 10.3 City-paid comp time, sick leave and vacation hours are not normally considered to be hours worked in the computation of overtime. An exception may be made by the employee's immediate supervisor in the event of extenuating circumstances.
- 10.4 Employees required to work on any of the Ten (10) holidays will receive eight (8) hours of holiday pay at the regular rate in addition to time and one-half pay for all hours worked on the holiday.
- 10.5 No employee shall work in excess of forty (40) hours per week unless the supervisor grants approval of such overtime after having received approval from the General Manager of Utilities, the Director of Engineering, the Director of Public Works or the City Administrator. The only exception shall be in the event of emergencies in which case the supervisor shall report such overtime to the appropriate departmental manager.
- 10.6 STAND-BY DUTY

Employees on stand-by duty shall receive ~~ten and one-half~~^{fourteen} (10 ~~½~~¹⁴) hours of pay at the regular rate for each week that they are assigned to such duty. Any non-scheduled hours worked while on stand-by duty will be compensated according to the call back provisions located in Article XI. The supervisor of the respective departments shall rotate stand-by duty among the employees of that department who are qualified to perform the same duty, so as to prevent any discrimination. Employees who are on stand-by duty must be able to report for work immediately or, in the case of inclement weather, within thirty (30) minutes of being called to work.

ARTICLE XI CALL BACK

An employee called in for work after having retired from their regular day's work shall receive the greater of two (2) hours at regular pay or actual hours at the overtime rate. Regardless of the actual hours worked the employee shall receive a minimum equal to two (2) hours at regular pay. Employees who are on call-back must report immediately or, in the case of inclement weather, must report within one hour of being called.

ARTICLE XII LEGAL DEFENSE

- 12.1 Employees involved in litigation because of negligence, ignorance of laws and non-observance of laws, after proper investigation may not receive legal defense by the municipality.
- 12.2 Any employee who is charged with a traffic violation, ordinance violation, or criminal offense arising from acts performed within the scope of his/her employment,

when such act is performed in good faith and under direct order of his/her supervisor, shall be reimbursed for reasonable attorney's fees and court costs actually incurred by such employee in defending against such charge.

ARTICLE XIII RIGHT OF SUBCONTRACT

Nothing in this AGREEMENT shall prohibit or restrict the right of the EMPLOYER from subcontracting work that cannot be performed during normal working hours and regular occurring overtime by employees covered by this AGREEMENT.

ARTICLE XIV SENIORITY

- 14.1 Seniority shall be on the basis of the employee's last date of hire.
- 14.2 Seniority shall not be affected by race, color, creed, sex, age or marital status of an employee.
- 14.3 Seniority lists showing the employee's last date of hire, job classifications, and name shall be kept up-to-date and a copy of such provided to the UNION annually.
- 14.4 Seniority will be the determining criterion for transfers, promotions, and lay off only when all other qualification factors are equal.
- 14.5 Lay offs shall be in accordance with inverse order of seniority and recall in order of seniority.
- 14.6 All newly hired or rehired employees will serve a six (6) months' probationary period.
- 14.7 At any time during the probationary period a newly hired or rehired employee may be terminated at the sole discretion of the EMPLOYER.
- 14.8 Employees who move from one classification to another shall serve a thirty (30) day probationary period. Such employee may return at his/her old rate and classification anytime during this thirty (30) day period.
- 14.9 All vacancies within the bargaining unit shall be filled by lower paid employees in accordance with their seniority rights, provided however, the employee seeking the higher paid job is able and qualified to perform the work required as determined by the supervisor and confirmed by the proper board or City Council. If it becomes necessary in making a promotion to bypass the senior employee, reasons for the said denial shall be given in writing, to said employee, if requested by said employee, within three (3) days after the position is filled. The employee who is promoted shall be granted a thirty (30) day trial period to determine (1) his/her ability to perform the job; (2) his/her desire to remain on the job, during the thirty (30) day trial period, the employee shall have the opportunity to revert back to his/her former position. If the employee is unsatisfactory in the position, notice and reasons shall be submitted to

the UNION, in writing, by the EMPLOYER, with a copy to the employee. The matter may then become a proper subject for the grievance procedure. During the trial period, the employee will receive the rate of the job he/she is performing.

ARTICLE XV JOB POSTING

- 15.1 The EMPLOYER and the UNION agree that permanent job vacancies within the designated bargaining unit shall be filled based on the concept of promotion from within provided that applicants:
- a. have the necessary qualifications to meet the standards of job vacancy; and
 - b. have the ability to perform the duties and responsibilities of the job vacancy.
- 15.2 Employees filling a higher job class based on the provisions of the ARTICLE shall be subject to the conditions of ARTICLE XIV (SENIORITY).
- 15.3 The EMPLOYER has the right of final decision in the selection of employees to fill posted jobs based on qualifications, abilities, and experience.
- 15.4 Job vacancies within the designated bargaining unit will be posted for seven (7) working days so that members of the bargaining unit can be considered for such vacancies. The permanent employee with the highest seniority shall be given first opportunity to step up (or down, with reduced pay and demotion, “for health or other reasons”), for the promotion if qualified.

ARTICLE XVI SAFETY

- 16.1 The EMPLOYER and the UNION agree to jointly promote safe and healthful working conditions, to cooperate in safety matters, and to encourage employees to work in a safe manner.
- 16.2 The EMPLOYER will furnish to all employees such protective safety equipment that it deems necessary for the carrying out of the employees duties. Equipment such as gloves, shoes, clothing, etc. not required as a condition of employment shall be furnished by the employees. Any employee who fails to wear protective equipment when required to do so, will be subject to disciplinary action.
- 16.3 Safety vests will be worn at all times when outside a vehicle with an enclosed cab. Hard hats shall be worn by employees when on construction or maintenance where overhead danger is present or when instructed by their supervisor. Hard hats will not be required when riding or driving a motor vehicle with an enclosed cab.

ARTICLE XVII HOLIDAY LEAVE

17.1 Employees shall receive ten (10) paid holidays per year as outlined below:

New Year's Day	January 1st
Martin Luther King Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4 th Friday in November
Christmas Day	December 25th

17.2 When New Year's Day, Independence Day, Veteran's Day or Christmas Day falls on Saturday, the preceding Friday shall be the Holiday.

17.3 When New Year's Day, Independence Day, Veteran's Day or Christmas Day falls on a Sunday, the following Monday shall be the Holiday.

17.4 An employee must work the day before and the day following a Holiday in order to be eligible for Holiday pay unless he/she has an excuse to be absent from an authorized supervisor.

17.5 When a Holiday falls on an employee's day off, he/she shall work his regular scheduled week and be compensated in lieu of the Holiday at the straight hourly time rate or take an additional day or shift off.

17.6 When a Holiday falls on an employee's vacation period, he/she shall be compensated in lieu of the holiday at the straight hourly time rate or take an additional day or shift off.

ARTICLE XVIII VACATION, SICK LEAVE, EXTENDED SICK LEAVE

18.1 ACCRUAL

Vacation will be accrued according to the attached schedule:
Vacation Accrual Schedule

<u>Years Completed</u>	<u>Vacation Hours Accrued Annually</u>
1-3	80
4-5	88
6	96
7	104
8	112
9	120
10	128

11-12	136
13-14	144
15-16	152
17-18	160
19	168
20-22	176
23-24	184
25 plus	200

18.2 SICK LEAVE

Eligible employees will be provided with forty-eight (48) hours of Sick Leave each January to be used throughout the calendar year. Unused Sick Leave hours remaining as of December 31 will be converted into Vacation hours the following January. Employees beginning employment after January 1 shall be provided with pro-rated Sick Leave. Employees terminating employment prior to December 31 shall return/refund a pro-rated portion of used Sick Leave that is owed to the employer or received a pro-rated portion of unused Sick Leave that is owed to the employee.

18.3 EXTENDED SICK LEAVE (ESL)

All Employees regardless of length of service will accrue ESL at the rate of six (6) hours per month. The purpose of ESL is to provide income security for the Employee in the event of an extended illness. Employees may accrue up to nine hundred (900) hours of ESL.

18.4 USE OF SICK LEAVE AND EXTENDED SICK LEAVE

For the first forty-eight (48) hours of sickness/illness per calendar year the Employee shall use Sick Leave. After exhausting their Sick Leave the employee shall be eligible to use ESL. The only exception shall be in the case of Worker's Compensation related illness/injury where the employee may choose to have the time off come immediately out of ESL.

18.5 MANDATORY VACATION USE AND MAXIMUM ACCRUAL ALLOWED

By the conversion date each year (first Friday in December that is a payday), Employees must have used a minimum of 50% of their annually accrued Vacation hours in order to elect using the various conversion options. If an Employee uses less than 50% of their annually accrued Vacation hours, they may carry over the unused hours. However, at December 31st of each year an Employee's Vacation balance may not exceed 400 hours. Any hours exceeding the 400 hour ceiling will be lost and the balance will be adjusted to comply with the maximum allowable Vacation balance.

18.6 ANNUAL CONVERSION OPTIONS/IMPLEMENTATION OF CONVERSION

Employees will each year, after meeting the 50% usage of annual Vacation accrual requirement, have the option to convert any portion of their remaining Vacation

balance into other options of equal monetary value to their hourly rate. Conversions will take place in December of each year and may take any of the following forms (conversion payouts, etc., will correspond with the second payroll in December):

- Cash
- Deferred Compensation (subject to IRS limitations)
- Used to offset subsequent year's health insurance premiums (employee's portion), dental insurance, and other benefits per City policy
- Convert Vacation hour for hour into Extended Sick Leave (ESL)
- Health Savings Account (HSA) for those employees enrolled in the HSA Compatible insurance option (subject to IRS limitations)

18.7 EXTENDED SICK LEAVE AND VACATION CONVERSION PRIVILEGES AT RETIREMENT

Upon retiring to a PERA pension Employees will be eligible to convert one-third (1/3) of their ESL and 100% of remaining Vacation into (subject to IRS regulations):

The International Union of Operating Engineers Local 49 bargaining unit elects to participate in the MSRS Health Care Savings Plan and establishes policy as follows:

The Health Care Savings Plan (HCSP) will begin June 1, 2004 and will remain in effect until December 31, 202~~4~~, at which time this policy will be reviewed, and/or revised and renewed for another contract period. Participation by all Local 49 bargaining unit employees is mandatory.

ARTICLE XIX FUNERAL LEAVE

If a death occurs in his or her immediate family, a regular full-time or probationary employee shall be entitled to funeral leave under the following conditions.

- 19.1 Immediate family shall mean the Employee's spouse, son, daughter, father, mother, legal guardian, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, or a member of the employee's own household.
- 19.2 For death occurring in an Employee's immediate family, the EMPLOYER will allow the necessary time-off up to three (3) working days leave to attend and to take care of affairs relating to the funeral with pay at straight time rate.
- 19.3 It is understood that payment under the above provisions is only for a day or days when the employee is scheduled to work and would have worked except for the death of such relative.
- 19.4 Upon receipt of one (1) day notice, a leave of absence without loss of regular pay up to eight (8) hours will be allowed as needed to attend the funeral of a regular or probationary employee's or spouse's grandmother, grandfather, sister-in-law, brother-

in-law, aunt, uncle, and grandchild. In the case of a grandparent or grandchild's death, if the family member's memorial service will take place more than 100 miles distant from the City, up to sixteen (16) hours will be granted. In the event a longer time of absence is required on the part of the Employee, Paid Time Off (PTO) may be used for the additional time off.

- 19.5 A leave of absence of up to two hours without loss of pay will be allowed for employees to attend the funeral of a fellow Employee or a City of Worthington retiree.

ARTICLE XX INSURANCE

- 20.1 An Employee retiring to a PERA pension who is at least 55 years of age but not yet eligible for Medicare benefits, or is eligible under Rule of 90, will be eligible to continue their group health coverage by paying the city the full cost of such coverage. This eligibility will continue until the individual becomes eligible for Medicare benefits or for group coverage as a result of other employment. This provision also applies to a dependent of a retired Employee if that dependent would otherwise be eligible under this plan and is not eligible for Medicare benefits or a group coverage as a result of employment. This provision applies only to the extent that the insurance carrier agrees to provide such coverage. When selecting bids from insurance carriers, the EMPLOYER will request each bidder to provide coverage for retirees and their dependents under the Group Plan.

- 20.2 Long Term Disability Insurance Benefits.

The EMPLOYER shall pay the full cost of the long term disability plan.

- 20.3 EMPLOYEE ADVISORY COMMITTEE

The Employer shall utilize the existing City of Worthington Employee Advisory Committee to assist in monitoring and advising as to matters relating to Employee health insurance coverage. All active bargaining units, including I.U.O.E. Local #49, will be afforded representation on the Employee Advisory Committee.

- 20.4 CITY MONTHLY CONTRIBUTION TO EMPLOYEE HEALTH CARE AND EMPLOYEE OPTIONS.

Effective May 1, 2018, employees are eligible for coverage from the Operating Engineers Local No. 49 Health and Welfare Fund ("Health and Welfare Fund"). The terms of the trust agreement establishing the Health and Welfare Fund are hereby incorporated as a part hereof. The Employer agrees to make monthly contributions to the Health and Welfare Fund and will execute a separate participation agreement regarding those contributions. The employer shall pay 85% of the health and welfare monthly premium and the employee shall pay 15%.

20.5 MEET AND CONFER.

The parties agree to meet and confer regarding the health care provisions being established by this contract at any time.

ARTICLE XXI LEAVE OF ABSENCE

Leaves of absence for reasonable periods, not to exceed one (1) year will be granted, without loss of seniority for:

- 21.1 Serving in an elected or appointed position with the City Council or International Union.
- 21.2 Illness leaves either physical or mental may be granted up to one year upon written request. Such leaves may be extended for like periods upon written request.

ARTICLE XXII MILITARY LEAVE

- 22.1 Employees who are members of a Reserve of the USA for the State of Minnesota and who are ordered by the State of Minnesota and who are ordered by the appropriate authorities to attend a mandatory training program or called into temporary active service shall be granted leave time with pay in compliance with State Statutes, MN 192.26.
- 22.2 Any employee who enters active service in the Armed Forces of the USA while employed by the EMPLOYER shall be granted a leave of absence, without pay, for the period of military service.

ARTICLE XXIII GENERAL PROVISIONS

- 23.1 Employees engaged in outside employment will be subject to the provisions of Section 200 - Employment, Part M - Outside Employment of the City of Worthington Personnel Policy.
- 23.2 Nothing in the above listed policies shall in any way affect the Pension and/or Retirement Plans of the Public Employees Retirement Association laws as established heretofore.
- 23.3 When an employee is required to use his/her personal vehicle for transportation in performing his/her duties while serving the EMPLOYER (except to and from the work site) he/she shall be reimbursed at the designated rate per mile as adjusted by the City Council from time to time.

ARTICLE XXIV RULES FOR EMPLOYEES PERSONAL CONDUCT

- 24.1 Employees shall be disciplined only for just cause.

- 24.2 Warning and suspension notices shall be in writing and if an employee is found innocent of the charges resulting in suspension or dismissal, he/she shall be paid in full for such time lost.

ARTICLE XXV SEVERANCE PAY

- 25.1 The following pay schedule will be in effect for employees permanently laid off.

1. Two weeks pay plus one week for each year of service. The contract will be followed when any employees are laid off.

ARTICLE XXVI PERFORMANCE-BASED (MERIT) PAY

Effective January 1, 2009, all I.U.O.E. Local #49 positions will transition to the performance-based (merit) pay system as administered under the City of Worthington/Worthington Public Utilities Compensation Administration Guidelines.

- 26.1 All employees will receive annual written performance appraisals on their individual employment anniversary dates. Satisfactory performance (a composite average score of 3.0 or higher) is required to qualify for any adjustment to salary. Performance appraisals are not grievable.
- 26.2 Effective January 1, 2009, all separate pay for certification as established in prior contracts is eliminated. Any employee receiving certification pay as of December 31, 2008, will have that amount become part of their base wage. Employees will be required to meet certification requirements as outlined in their position descriptions and individual employment agreements.
- 26.3 The I.U.O.E. Local #49 members on the tenure-based step program as of December 31, 2008, will remain on tenure-based steps until they reach Step 6 (control point). They are then subject strictly to the performance-based (merit) provisions of the City of Worthington/Worthington Public Utilities Compensation Administration Guidelines.
- 26.4 There will be no automatic increase in merit pay at the expiration of this contract but it will be retroactive if awarded in the subsequent contract.
- 26.5 All employees hired after January 1, 2009, are subject strictly to the performance-based (merit) provisions of the City of Worthington/Worthington Public Utilities Compensation Administration Guidelines.
- 26.6 The City of Worthington/Worthington Public Utilities Compensation Administration Guidelines are not part of this agreement and are subject to change at any time through City Council and/or Water and Light Commission action.

ARTICLE XXVII WAIVER

- 27.1 Any and all prior agreements, resolution, practices, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of the AGREEMENT, are hereby superseded.
- 27.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understanding arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered by this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE XXVIII SAVINGS CLAUSE

- 28.1 This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and the City of Worthington. In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect. The voided provision maybe re-negotiated at the request of either party.

ARTICLE XXIX COST-OF-LIVING ADJUSTMENTS

- 29.1 Employees will receive a cost-of-living adjustment to their then current base hourly rate of pay of ~~2.75~~3.5% effective January 1, 202~~1~~2, 3.5% effective January 1, 2023 and 3.5% effective January 1, 2024.

ARTICLE XXX TERMS OF CONTRACT

This AGREEMENT shall be in full force and effect from January 1, 202~~1~~2, to December 31, 202~~4~~4. Either party shall give notice on or before November 1, 202~~1~~2, that it desires to open the contract to negotiate the terms of the contract. Failure to give such notice shall cause this AGREEMENT to be renewed for a period of twelve (12) months automatically.

EXHIBIT "A"
SALARY RANGES

Effective January 1, 202~~12~~, the following hourly pay ranges will be in effect. Shift differential will continue to be paid on the basis specified in the shift schedules and contract.

	<u>Minimum</u>	<u>Control Point</u>	<u>Maximum</u>
<u>WATER</u>			
Water Operator III	28.07 <u>29.05</u>	33.02 <u>34.18</u>	37.97 <u>39.31</u>
Water Operator II	24.45 <u>25.31</u>	28.77 <u>29.78</u>	33.09 <u>34.25</u>
<u>PUBLIC WORKS</u>			
Public Works Operator III	25.19 <u>26.08</u>	29.64 <u>30.68</u>	34.09 <u>35.28</u>
Public Works Operator II	21.57 <u>22.33</u>	25.38 <u>26.27</u>	29.19 <u>30.21</u>
<u>WASTEWATER</u>			
Wastewater Lab Technician	26.26 <u>27.17</u>	30.89 <u>31.97</u>	35.52 <u>36.77</u>
Wastewater Operator III	28.07 <u>29.05</u>	33.02 <u>34.18</u>	37.97 <u>39.31</u>
Wastewater Operator II	24.45 <u>25.31</u>	28.77 <u>29.78</u>	33.09 <u>34.25</u>
<u>ENGINEERING</u>			
Engineering Technician	26.26 <u>27.17</u>	30.89 <u>31.97</u>	35.52 <u>36.77</u>
CAD/GIS Technician	26.26 <u>27.17</u>	30.89 <u>31.97</u>	35.52 <u>36.77</u>

Effective January 1, 2023, the following hourly pay ranges will be in effect. Shift differential will continue to be paid on the basis specified in the shift schedules and contract.

	<u>Minimum</u>	<u>Control Point</u>	<u>Maximum</u>
<u>WATER</u>			
Water Operator III	\$30.07	\$35.38	\$40.69
Water Operator II	\$26.20	\$30.82	\$35.44
<u>PUBLIC WORKS</u>			
Public Works Operator III	\$26.99	\$31.75	\$36.51
Public Works Operator II	\$23.11	\$27.19	\$31.27
<u>WASTEWATER</u>			
Wastewater Lab Technician	\$28.13	\$33.09	\$38.05
Wastewater Operator III	\$30.07	\$35.38	\$40.69
Wastewater Operator II	\$26.20	\$30.82	\$35.44

ENGINEERING

Engineering Technician	\$28.13	\$33.09	\$38.05
CAD/GIS Technician	\$28.13	\$33.09	\$38.05

Effective January 1, 2024, the following hourly pay ranges will be in effect. Shift differential will continue to be paid on the basis specified in the shift schedules and contract.

	<u>Minimum</u>	<u>Control Point</u>	<u>Maximum</u>
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WATER

Water Operator III	\$31.13	\$36.62	\$42.11
Water Operator II	\$27.12	\$31.90	\$36.69

PUBLIC WORKS

Public Works Operator III	\$27.93	\$32.86	\$37.79
Public Works Operator II	\$23.92	\$28.14	\$32.36

WASTEWATER

Wastewater Lab Technician	\$29.11	\$34.25	\$39.39
Wastewater Operator III	\$31.13	\$36.62	\$42.11
Wastewater Operator II	\$27.12	\$31.90	\$36.69

ENGINEERING

Engineering Technician	\$29.11	\$34.25	\$39.39
CAD/GIS Technician	\$29.11	\$34.25	\$39.39

In witness whereof, the parties hereto have executed this AGREEMENT on this _____ day of _____ 20____.

FOR CITY OF WORTHINGTON

Mike Kuhle, Mayor

Debra Weg, President
Worthington Water and Light Commission

Mindy Eggers, City Clerk

Scott Hain, General Manager of Utilities

Steve Robinson, City Administrator

FOR LOCAL NO. 49, INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO

Craig S. Bollmann, Business Representative

Quinn Kolpin, Steward

Jason George, Business Manager

Kirk Feit, Steward

WORTHINGTON PUBLIC UTILITIES

WATER AND LIGHT COMMISSION MEMO

DATE: DECEMBER 17, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

CASE ITEM

1. 2022 UTILITY DEPARTMENT STRATEGIC FINANCIAL PLANS

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

The Water and Light Commission reviewed and approved the 2022 Wastewater Department Strategic Financial Plan at their regular meeting held on November 15, 2021. At their November 22, 2021, regular meeting the City Council, at the recommendation of the Commission, adopted the 2022 Sewer Service Charge System. At their December 6, 2021, regular meeting the Commission reviewed and approved the 2022 Water Department Strategic Financial Plan. The 2021 Electric Department Strategic Financial Plan was also considered and approved by the Water and Light Commission at their December 6, 2021, meeting. Executive Summaries of the 2022 Worthington Public Utilities Strategic Financial Plans were delivered to the Mayor and City Council members on December 21, 2021, for advance review.

Scott Hain, General Manager, will be in attendance to discuss the contents of the 2022 Utility Department Strategic Financial Plans at the December 28, 2021, City Council meeting and, on behalf of the Water and Light Commission, will request Council approval of the plans. Council members are asked to please bring their copies of the Executive Summary to the meeting.

PUBLIC SAFETY MEMO

DATE: DECEMBER 28, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

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

The Worthington Police Department was awarded \$1,000 thanks to a Southwest Initiative Foundation grant from a Kern Schwartz endowment. The funds are designated for distribution to members of the public through a Secret Santa Program conducted by WPD Officers. Officers hand out \$100 dollar bills tucked inside Kern's Christmas Cash cards during Christmas season traffic stops and consensual encounters.

The late Dr. Schwartz was the original donor to the WPD Secret Santa program. Each year he donated money and made a special request to remain anonymous until after his death. His great generosity and support of community policing provided our department with opportunities to make positive civilian contacts and strengthened our Blue in the Community Program. The annual endowment will provide the means to share "Kern's Christmas Cash" and cards for many years to come.

Council action is requested to adopt a resolution (*Exhibit 1*) accepting the \$1000 donation.

2. FIRE AGREEMENT - LORAIN TOWNSHIP

Exhibit 2 is a Fire Agreement negotiated between Lorain Township and the City of Worthington. The six year agreement includes annual rates with a 3% increase each year negotiated through December 31, 2027. Council action is requested to approve the agreement and authorize the Mayor and Clerk's signatures.

Council action is requested.

3. ACCEPTANCE OF DONATION

A minivan has been donated by Terry Eggers, Mick's Repair to the Worthington Fire Department for required training purposes that the department must provide to the volunteer firefighters. The value of the minivan is \$1,000.00. Attached is a resolution shown as (*Exhibit 3*) accepting the donation of the mini van as presented.

Council action is requested.



TAN

CITY OF WORTHINGTON

PUBLIC SAFETY



PRAIRIE JUSTICE CENTER
1530 AIRPORT ROAD, STE 300
WORTHINGTON MN 56187
TELEPHONE: (507) 295-5400
FAX: (507) 372-5977

November 12, 2021

Ms. Leann Jeffers, Township Clerk
24268 Sundberg Avenue
Brewster, MN 56119

Re: Lorain Township Fire Service Contract

Dear Ms. Jeffers,

On December 31, 2021 the six year fire protection contract between Lorain Township and the City of Worthington expires. The City of Worthington appreciates the opportunity to provide this service for Lorain Township and it is our intention to enter into another six-year contract with Lorain Township.

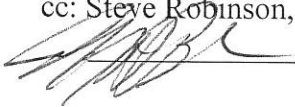
The prior fire contracts have set a base cost for the first year and included an annual adjustment for each successive year. The City proposes to maintain a similar agreement for 2022-2027. The rate for 2022 would be the 2021 rate plus an increase of 3%. The rest of the contract wording would remain the same. The 2021 rate for fire protection is \$5,747 and the proposed rates for 2022-2027 are:

2022: \$5,919
2023: \$6,097
2024: \$6,280
2025: \$6,468
2026: \$6,662
2027: \$6,862

I've included a copy of the proposed agreement. If you are interested in continuing fire service protection with the City of Worthington, please have the agreement signed accordingly by your Township Board representatives and return it to me for presentation to City Council. Please contact me at 507-329-3438 or wfd@ci.worthington.mn.us with any questions or concerns.

Sincerely,

Pat Shorter
Fire Chief

cc: Steve Robinson, City Administrator
, Township Treasurer

AGREEMENT

This Agreement made and entered into this _____ day of _____, 20____, by and between the City of Worthington, a municipal corporation under the laws of the State of Minnesota, hereinafter called the City, and Lorain Township a corporation under the laws of the State of Minnesota, hereinafter called Township.

WITNESSETH:

WHEREAS, Lorain Township is legally described as Sections 1 through 36, both inclusive, Township 102 North, Range 39 West of the 5th Principal Meridian, Nobles County, Minnesota, and desires fire protection for sections 5,6,7,8,17,18,19,20,29,30,31, and 32.

NOW, THEREFORE, For and in consideration of the sums hereinafter mentioned the parties hereto agree as follows:

1. The City by its fire department shall answer proper calls for the services of firefighting equipment and shall fight all fires as reported within boundaries and limits of the territory of each township section as contracted and shall provide housing, repairs and maintenance for the firefighting equipment and shall pay the cost of operation on said equipment.
2. That neither the City or the Township or their respective officers, agents, employees, or citizens shall be liable to any other parties hereto, or its officers, agents, employees, or citizens for any damages, claims actions, causes of action, costs, or expense of litigation, which might arise out of any personal injuries or property damage or other damage claim, caused or arising by reason of the execution or carrying out of this agreement or by reason of the fighting or failure to fight any fires as above required, or by reason of the travel to or from the scene of any fire.
3. The term of this agreement shall be for six years commencing January 1, 2022, and ending December 31, 2027. The Township may at its option cancel its participation in this contract at the end of any calendar year by giving written notice to the City on or before the 1st day of December immediately preceding the date of such cancellation.
4. The annual rates for fire protection for Lorain Township are as follows:
 - 2022: \$5,919
 - 2023: \$6,097
 - 2024: \$6,280
 - 2025: \$6,468
 - 2026: \$6,662
 - 2027: \$6,862

The payments shall be made in equal semiannual installments payable to the City on or before July 1, and December 1.

Agreement

Page 2

5. It is agreed by and between all the parties hereto that the City may contract to furnish fire protection to additional sections located in Lorain Township, Nobles County, Minnesota, at a rate equal to a pro-rated share.

Signed by the parties hereto on the day and year first above written.

In the Presence of:

CITY OF WORTHINGTON

By: _____ Mayor

_____ Clerk

In the Presence of:

TOWNSHIP OF LORAIN

By: Suzanne K. Murphy Chairman

David J. Hoff Clerk

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A DONATION OF FUNDS

WHEREAS, the City of Worthington has been notified *Terry Eggers, Mick's Repair* hereinafter "Donor" desired to donate a van to the City; and

WHEREAS, Donor has placed the following restrictions upon the fund distribution: the minivan valued at \$1,000.00 must be used for training purposes by the Worthington Fire Department;

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 28th day of December, 2021, 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

PUBLIC WORKS MEMO

DATE: DECEMBER 28, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEM REQUIRING CITY COUNCIL ACTION OR REVIEW

CASE ITEMS

1. 2022 YMCA SUMMER PROGRAM FEES

The Park and Recreation Advisory Board, at their November 30th, 2021 meeting, reviewed and endorsed the proposed 2022 YMCA summer program fees, included as ***Exhibit 1***. The programs include the YMCA's Fun and Adventure Day Camp and Summer Sports Programs. The YMCA proposes a 5% increase to the 2021 Day Camp fees and no increase to the Summer Sports Programs fees.

Council action is requested to approve the YMCA Summer Program Fees as shown in ***Exhibit 1***.

2. APPROVE DESIGN PROPOSALS FOR OLSON PARK TRAIL, PEDESTRIAN BRIDGE AND SUNSET PARKING IMPROVEMENTS

City staff has requested proposals from Short Elliott Hendrickson Inc. for design and bidding services for the following projects:

Olson Park Trail improvements
Olson Park Pedestrian Bridge replacement
Sunset Park Boat Landing parking lot improvements

The Olson Park Trail proposal (***Exhibit 2***) is included in your packet. SEH's proposal for these design and bidding services calls for not to exceed fee of \$27,016.00. The Olson Park pedestrian bridge proposal is included as (***Exhibit 3***). The proposed fees for these design and bidding services are not to exceed \$36,103.00. The proposal for the Sunset Boat Landing parking improvements is included as (***Exhibit 4***). The proposed fees for this portion of the improvements are not to exceed \$16,684.00. These fees do not cover some minor reimbursable expenses.

The funding for the Olson Park Trail improvements, was approved in the 2022 CIP funding. The Olson Park Pedestrian bridge was one of the identified Sales Tax projects. The Parking Lot improvements will be a combination of different funding sources.

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



2022 Summer Programs

The Worthington Area YMCA is asking for a 5% price increase for Day Camp and no increase for sports programs in 2022. City Partnered Programs include: Day Camp, Girls' Softball, Track & Field and Tennis.

*Day Camp	2021 Prices	2022 Proposed- 5% Increase
All Summer	\$ 630.00	\$662.00
All Summer, Early Drop-off	\$ 141.75	\$149.00
All Summer, Late Pick-up	\$ 141.75	\$149.00
Session Fee (1-3)	\$ 241.50	\$254.00
Session, Early Drop-off	\$ 52.50	\$56.00
Session, Late Pick-up	\$ 52.50	\$56.00
2x Week Session Fee	\$ 142.80	\$150.00
3x Week Session Fee	\$ 214.20	\$225.00

	2021 Prices	2022 Proposed
Girls' Softball	\$ 45.00	\$ 45.00

Track & Field	\$ 45.00	\$ 45.00
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Tennis	\$ 45.00	\$ 45.00
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Soccer Camp	\$ 50.00	\$ 50.00
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Volleyball Camp	\$ 50.00	\$ 50.00
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Basketball Camp	\$ 50.00	\$ 50.00
-----------------	----------	----------

	Member	Non-Member	Member	Non-Member
T-Ball	\$ 35.00	\$ 55.00	\$ 35.00	\$ 55.00

	Member	Non-Member	Member	Non-Member
Pee Wee Ball	\$ 35.00	\$ 55.00	\$ 35.00	\$ 55.00

	Member	Non-Member	Member	Non-Member
Pre-School Day Camp	\$ 50.00	\$ 75.00	\$ 55.00	\$ 83.00

	Member	Non-Member	Member	Non-Member
Travelling Soccer	\$ 175.00	\$ 200.00	\$ 175.00	\$ 200.00

* Need to hire a Day Camp Coordinator

* Lower ratios due to Insurance recommendations



YMCA Summer Recreation Total Program Registration & Attendance Report

<u>Program</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>
Day Camp	61	50	265	226
*2020 and 2021 Counted by total participants and not by number of registrations as in 2014-2019.				
Tennis	25	16	39	21
Track	19	15	46	47
Girls' Softball	17	0	14	11
Pee Wee Ball	18	0	30	69
T-Ball	60	21	61	51
Basketball Camp	25	0	33	36
Volleyball Camp	33	0	34	57
Soccer Camp	24	NA	NA	NA
Travelling Soccer	40	0	72	75
Total	322	102	594	593

Swimming Programs Total Program Registration

<u>Program</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>
Parent/Child	29	10	14	25
Preschool 1	56	6	36	44
Preschool 2	39	19	30	21
Stage 1	67	13	33	76
Stage 2	69	12	56	78
Stage 3	63	26	64	71
Stage 4	34	19	36	33
Stage 5	18	6	16	16
Stage 6	7	6	4	9
Private Lessons	26	11	21	51
Semi-Private Lessons	19	11	15	10
Adult Lessons	3			5
Stingrays Swim Team	53	50	66	58
Swim Team Preseason	20	18		
Swim Team Camp	31	29		
Lifeguard Training	14	12	11	23
Total	427	139	325	434



Building a Better World
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GREEN

December 21, 2021

RE: Olson Park Trail Improvements
Final Design
SEH No. WORTC 164776 14.00

Steve Robinson
City of Worthington
PO Box 279
Worthington, MN 56187

Dear Mr. Robinson:

Short Elliott Hendrickson Inc. (SEH®) is pleased to provide the City of Worthington this proposal for professional services for final design for the Olson Park Trail Improvements. It is our understanding that the Professional Services will include providing Final Design/Construction Documents (plans and specifications), for the improvements as discussed in the Feasibility Report completed by SEH in December 2021.

You have requested that SEH provide this proposal to develop final design documents for the above-mentioned project.

Scope of Work

SEH will utilize the design concept that was developed during the feasibility study to perform a detailed final design of the Olson Park Trail corridor. The scope of work for the final design will consist of the following components:

Trail Improvements

The existing trail will be removed and replaced with a 10' wide concrete trail. The trail will be relocated in various areas between the Olson Park Campground and Puppy Park to avoid steep side slopes on the lake side of the trail. A guardrail will be installed where steep bank slopes are present in areas where the trail cannot be relocated.

Drainage Improvements

Stormwater drainage through the campground will be assessed using topographic survey and lidar information. This information will be used to determine the locations of inlets that will be installed to handle overflow of the existing drainage intakes located near the entrance of the campground.

Design Services

A design kick-off meeting will be held with the City of Worthington staff to review the information presented in the feasibility report and to gather any additional information needed for design and the proposed construction. A preliminary topographical survey has already been completed for this site and reviewed by SEH. Additional topographical survey will be needed for the additional storm sewer work within the campground as identified in the feasibility report. SEH will work with Meyer Land Surveying, LLC to complete the additional survey work needed for the project.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 401 East 8th Street, Suite 309, Sioux Falls, SD 57103-7032

605.330.7000 | 877.214.4370 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

Exhibit 2

Final Design Services

SEH will use the preliminary geometrics/line work developed during the feasibility study along with any further information gathered at the kick-off meeting with City staff to develop the following:

Construction Documents – Plans and Specifications

- Prepare a complete set of plans and specifications for the trail improvements based on the approved concept identified in the feasibility study.
- Prepare specifications based on the Mn/DOT Standard Specifications for Construction.
- Incorporate the City's applicable special provisions or standard details into the plans and specifications as needed.
- Prepare a Storm Water Pollution Prevention Plan (SWPPP) to be included in plans, in accordance with the requirements of Minnesota's 2013 NPDES Stormwater General Permit and following the MPCA's SWPPP Checklist (form wq-strm2-47).
- Prepare an Okabena-Ocheda Watershed Permit.

Plan Review Submittals

- 70% City design review – Plans will be submitted to the City of Worthington for review at approximately 70% design with ongoing communication during plan development to minimize the need for earlier reviews.
- 95% City design review – Plans will be submitted to the City of Worthington for review when plans have reached approximately 95% for final input.

Bidding Phase

SEH will assist the City of Worthington during the bidding phase with the following tasks:

- Upload bidding documents to Quest CDN with links to SEH and City of Worthington websites for advertisement for bids
- Assist the City with questions from potential bidders related to the project
- Prepare and issue any necessary addenda for the project
- Prepare a bid abstract, review the bidder's qualifications, and prepare a recommendation of award

Construction Administration

Construction staking and construction administration is not currently part of this proposal. If the City would like to pursue the option of construction administration services, please contact me at the number provided below to discuss further.

Proposed Schedule

SEH would like to get started on the design work for the project as soon as the City executes the Contract. SEH is proposing to have plans and specifications ready for review by February 2022 and have materials ready for bidding in March 2022.

Project Team

Al Murra will serve as the Project Manager for the project, Kelsey Waltz will serve as the Project Engineer, and Jeremy Walgrave will provide any necessary hydraulic information for the final design.

Compensation

SEH proposes to be compensated for the scope of work outlined in the Agreement on an hourly basis. Compensation will be based on the hourly cost of personnel plus reimbursable expenses. SEH will provide the Scope of Work, as outlined above, for fee not to exceed **\$27,016.00** including reimbursable expenses. Additional services required beyond the tasks and estimated hours as described can be negotiated and/or provided as extra work on an hourly basis. The City of Worthington will be invoiced for actual labor and reimbursable expenses incurred by SEH to complete the work. The person/hour task budget for the anticipated work is attached.

Steve Robinson
December 21, 2021
Page 3

We appreciate the opportunity to continue working with the City of Worthington. We look forward to working with you and your staff on this project. If you have any questions, please do not hesitate to contact me at 605.330.7015 or amurra@sehinc.com.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Alan V. Murra, P.E. (Lic.MN, SD, IA)

Project Manager

Attachment

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Building a Better World
for All of Us®

GREEN

December 21, 2021

RE: Olson Park Pedestrian Bridge
Improvements
Final Design
SEH No. WORTC 164776 14.00

Steve Robinson
City of Worthington
PO Box 279
Worthington, MN 56187

Dear Mr. Robinson:

Short Elliott Hendrickson Inc. (SEH®) is pleased to provide the City of Worthington this proposal for professional services for final design to replace the existing Olson Park Pedestrian Bridge located between the Olson Park campground and the Sunset Park parking lot. It is our understanding that the Professional Services will include providing Final Design/Construction Documents (plans and specifications, for the improvements as discussed in the Feasibility Report completed by SEH in December 2021.

You have requested that SEH provide this proposal to develop final design documents for the above-mentioned project.

Scope of Work

SEH will utilize the design concept that was developed during the feasibility study to perform a detailed design for the replacement of the Olson Park Pedestrian Bridge. The scope of work for the final design will consist of the following components:

Pedestrian Bridge Improvements

The existing 5-span 130' long by 4' wide pedestrian bridge and connecting trail will be removed. The proposed pedestrian bridge will be installed just upstream from the existing bridge near the location indicated as Option 1 in the feasibility report. The proposed bridge will be a single-span 130' long by 8' wide steel truss structure on concrete abutments. Hydraulic analysis of the bridge will be completed as well as a "No-Rise" certification.

Design Services

A design kick-off meeting will be held with the City of Worthington staff to review the information presented in the feasibility report and to gather any additional information needed for design and the proposed construction. A preliminary topographical survey has already been completed for this report. SEH will coordinate with the City's geotechnical consultant to provide a scope of work for them to develop a geotechnical report including soil boring log information, and the foundation recommendations necessary for the design of the preferred replacement option.

Final Design Services

SEH will use the preliminary geometrics/line work developed during the feasibility study along with information gathered at the kick-off meeting to develop plans for replacing the existing pedestrian bridge. The scope of work for the Final Design will consist of the following components:

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 401 East 8th Street, Suite 309, Sioux Falls, SD 57103-7032

605.330.7000 | 877.214.4370 | 888.908.8166 fax | sehinc.com

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Exhibit 3

Construction Documents – Plans and Specifications

- Prepare a complete set of plans and specifications for the pedestrian bridge replacement project for the approved concept.
- Prepare specifications based on the Mn/DOT Standard Specifications for Construction.
- Incorporate the City's applicable special provisions or standard details into the plans and specifications as needed.
- Prepare a Storm Water Pollution Prevention Plan (SWPPP) to be included in plans, in accordance with the requirements of Minnesota's 2013 NPDES Stormwater General Permit and following the MPCA's SWPPP Checklist (form wq-strm2-47).
- Prepare an Okabena-Ocheda Watershed Permit.
- Prepare a Minnesota DNR Public Waters Work Permit (PWWP).
- Prepare a USACE Transportation Regional General Permit.

Plan Review Submittals

- 70% City design review – plans will be submitted to the City of Worthington for review at approximately 70% design with ongoing communication during plan development to minimize the need for earlier reviews.
- 95% City design review – plans will be submitted to the City of Worthington for review when plans have reached approximately 95% for final input.

Bidding Phase

SEH will assist the City of Worthington during the bidding phase with the following tasks:

- Upload bidding documents to Quest CDN with links to SEH and City of Worthington websites for advertisement for bids
- Assist the City with questions from potential bidders related to the project
- Prepare and issue any necessary addenda for the project
- Prepare a bid abstract, review the bidder's qualifications, and prepare a recommendation of award

Construction Administration

Construction staking and construction administration is not currently part of this proposal. If the City would like to pursue the option of construction administration services, please contact me at the number provided below to discuss further.

Proposed Schedule

SEH would get started on the design work for the project as soon as the City executes the Contract. SEH is proposing to have plans and specifications ready for review by February 2022 and have materials ready for bidding in March 2022.

Project Team

Al Murra will serve as the Project Manager for the project, Kelsey Waltz will serve as the Project Engineer, Nate Klopp will be the lead structural engineer for the pedestrian bridge, Rebecca Beduhn will be the lead on environmental and permitting, and Jeremy Walgrave will be the lead on the hydraulics analysis.

Compensation

SEH proposes to be compensated for the scope of work outlined in the Agreement on an hourly basis. Compensation will be based on the hourly cost of personnel plus reimbursable expenses. SEH will provide the Scope of Work, as outlined above, for fee not to exceed **\$36,103.00** including reimbursable expenses. Additional services required beyond the tasks and estimated hours as described can be negotiated and/or provided as extra work on an hourly basis. The City of Worthington will be invoiced for actual labor and reimbursable expenses incurred by SEH to complete the work. The person/hour task budget for the anticipated work is attached.

Steve Robinson
December 21, 2021
Page 3

We appreciate the opportunity to continue working with the City of Worthington. We look forward to working with you and your staff on this project. If you have any questions, please do not hesitate to contact me at 605.330.7015 or amurra@sehinc.com.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

Alan V. Murra, P.E. (Lic.MN, SD, IA)
Project Manager
Attachment

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GREEN

December 21, 2021

RE: Sunset Park Boat Launch Parking Lot
Improvements
Final Design
SEH No. WORTC 164834 14.00

Steve Robinson
City of Worthington
PO Box 279
Worthington, MN 56187

Dear Mr. Robinson:

Short Elliott Hendrickson Inc. (SEH®) is pleased to provide the City of Worthington this proposal for professional services for final design for the Sunset Park Boat Launch Parking Lot improvements. It is our understanding that the Professional Services will include providing Final Design/Construction Documents (plans and specifications), for the improvements as discussed in the Feasibility Report completed by SEH in December 2021.

You have requested that SEH provide this proposal to develop final design documents for the above-mentioned project.

Scope of Work

SEH will utilize the design concept that was developed during the feasibility study to perform a detailed design of the Sunset Park Boat Launch Parking Lot Improvements. The scope of work for the final design will consist of the following components:

Parking Lot

The existing gravel parking lot and driveway will be replaced with a bituminous driveway and parking area that will be able to accommodate up to 9 vehicles with trailers. The parking lot will be designed for one-way traffic using the existing south driveway access as the entrance to the parking lot and the existing north driveway access as the exit of the parking lot. The proposed parking lot pavement section is 3.5-inch bituminous pavement on 10-inch aggregate base (class 5 modified).

Utilities

A 1" copper water service will be installed for a future fish cleaning station as identified in the feasibility report with a connection being made to the existing water main on S Shore Dr. This work is proposed to be completed in conjunction with the Sunset Park Parking Lot Improvements.

Future improvements not included within the scope of this project include the design and construction of a fish cleaning station building with grinder, and the sanitary sewer service for the fish cleaning station as identified in the feasibility report.

DESIGN SERVICES

A design kick-off meeting will be held with the City of Worthington staff to review the information presented in the feasibility report and to gather any additional information needed for design and the proposed construction. A preliminary topographical survey has already been completed for this site.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 401 East 8th Street, Suite 309, Sioux Falls, SD 57103-7032

605.330.7000 | 877.214.4370 | 888.908.8166 fax | sehinc.com

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Exhibit 4

Final Design Services

SEH will use the preliminary geometrics/line work that was developed during the feasibility study along with the information gathered at the kick-off meeting to develop the following:

Construction Documents – Plans and Specifications

- Prepare a complete set of plans and specifications for the Sunset Park Parking Lot improvements for the approved concept identified in the feasibility report.
- Prepare specifications based on the Mn/DOT Standard Specifications for Construction.
- Incorporate the City's applicable special provisions or standard details into the plans and specifications as needed.
- Prepare a Storm Water Pollution Prevention Plan (SWPPP) to be included in plans, in accordance with the requirements of Minnesota's 2013 NPDES Stormwater General Permit and following the MPCA's SWPPP Checklist (form wq-strm2-47).
- Prepare an Okabena-Ocheda Watershed Permit.

Plan Review Submittals

- 70% City design review - plans will be submitted to the City of Worthington for review at approximately 70% design with ongoing communication during plan development to minimize the need for earlier reviews.
- 95% City design review – plans will be submitted to the City of Worthington for review when plans have reached approximately 95% for final input.

Bidding Phase

SEH will assist the City of Worthington during the bidding phase with the following tasks:

- Upload bidding documents to Quest CDN with links to SEH and City of Worthington websites for advertisement for bids
- Assist the City with questions from potential bidders related to the project
- Prepare and issue any necessary addenda for the project
- Prepare a bid abstract, review the bidder's qualifications, and prepare a recommendation of award

Construction Administration

Construction staking and construction administration is not currently part of this proposal. If the City would like to pursue the option of construction administration services, please contact me at the number provided below to discuss further.

Proposed Schedule

SEH would get started on the design work for the project as soon as the City executes the Contract. SEH is proposing to have plans and specifications ready for review by February 2022 and have materials ready for bidding in March 2022.

Project Team

Al Murra will serve as the Project Manager for the project, and Kelsey Waltz will serve as the Project Engineer.

Compensation

SEH proposes to be compensated for the scope of work outlined in the Agreement on an hourly basis. Compensation will be based on the hourly cost of personnel plus reimbursable expenses. SEH will provide the Scope of Work, as outlined above, for fee not to exceed **\$16,684** including reimbursable expenses. Additional services required beyond the tasks and estimated hours as described can be negotiated and/or provided as extra work on an hourly basis. The City of Worthington will be invoiced for

Steve Robinson
December 21, 2021
Page 3

actual labor and reimbursable expenses incurred by SEH to complete the work. The person/hour task budget for the anticipated work is attached.

We appreciate the opportunity to continue working with the City of Worthington. We look forward to working with you and your staff on this project. If you have any questions, please do not hesitate to contact me at 605.330.7015 or amurra@sehinc.com.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Alan V. Murra, P.E. (Lic.MN, SD, IA)
Project Manager

Attachment

p:\uz\lw\work\164834\1-gen\10-setup-cont\03-proposal\backup info\workc 164834 sunset park boat launch design_proposal.docx

COMMUNITY DEVELOPMENT MEMO**DATE: DECEMBER 28, 2021****TO: HONORABLE MAYOR AND CITY COUNCIL****SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW****1. Proposed Changes to Municipal Parking Lot between Park Lane and 11th Street (Thompson Lot).**

The redevelopment of the Hotel Thompson into 42 rentable units has resulted in on-going parking issues and complaints. The current breakdown of stalls in the municipal lot located between Park Lane and 11th Street is as follows:

- 25 Stalls leased to individuals residing in the Thompson apartments.
- 5 Stalls in the same block leased to businesses and others.
- 9 Stalls along the southside of the dentist office leased to the dentist office/others.
- 15 Stalls designated as two-hour parking.

Staff is proposing to switch 10 of the two-hour stalls to leased stalls which would allow for an additional 10 parking spots for Thompson residents. The hope is that this will help alleviate some of the on-going issues. A map showing the proposal can be seen in Exhibit 1.

Council is requested to approve the proposed changes.

Proposed Parking for Thompson Lot



- Blue:** Thompson Parking (35 Stalls).
- Red:** 5 Stalls for lease to businesses (Top Asian & El Mexicano).
- Black:** 5 Stalls to remain as 2-hour parking.
- Yellow:** Stalls to remain for lease to Dentist Office/Others.

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
BEDFORD INDUSTRIES INC	12/17/21	CUSTOMER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	<u>1,198.08</u>
				TOTAL:	1,198.08
BROUILLET DANIEL	12/17/21	BOOT ALLOWANCE	GENERAL FUND	POLICE ADMINISTRATION	<u>250.00</u>
				TOTAL:	250.00
C & B OPERATIONS LLC	12/17/21	2021-2022 TRACTOR RENTAL	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	<u>1,000.00</u>
				TOTAL:	1,000.00
CEMSTONE CONCRETE MATERIALS LLC	12/17/21	PARK BENCHES	GENERAL FUND	PAVED STREETS	<u>576.70</u>
				TOTAL:	576.70
CITY OF WORTHINGTON	12/17/21	CASH-SECRET SANTA DONATION	GENERAL FUND	POLICE ADMINISTRATION	<u>1,100.00</u>
				TOTAL:	1,100.00
COOPERATIVE ENERGY CO- ACCT # 5910807	12/17/21	PROPANE TANK RENT	GENERAL FUND	POLICE ADMINISTRATION	<u>45.00</u>
				TOTAL:	45.00
CULLIGAN OF WORTHINGTON	12/17/21	MONTHLY SERVICE	GENERAL FUND	SECURITY CENTER	29.75
	12/17/21	MONTHLY SERVICE	GENERAL FUND	SECURITY CENTER	<u>29.75</u>
				TOTAL:	59.50
FRONTIER COMMUNICATION SERVICES	12/17/21	MONTHLY SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	48.30
	12/17/21	MONTHLY SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	89.67
	12/17/21	MONTHLY SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	340.62
	12/17/21	MONTHLY SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	48.30
	12/17/21	MONTHLY SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	48.30
	12/17/21	MONTHLY SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	46.56
	12/17/21	PHONE SERVICE	ELECTRIC	O-SOURCE MISC	52.61
	12/17/21	PHONE SERVICE	ELECTRIC	O-DISTR STATION EXPENS	91.87
	12/17/21	MONTHLY SERVICE	ELECTRIC	ACCTS-RECORDS & COLLEC	<u>17.34</u>
				TOTAL:	783.57
GALLS LLC	12/17/21	UNIFORM SHIRT	GENERAL FUND	POLICE ADMINISTRATION	<u>167.93</u>
				TOTAL:	167.93
GRIMMIUS NATHAN	12/17/21	TUITION REIMBURSMENT	GENERAL FUND	POLICE ADMINISTRATION	<u>1,252.60</u>
				TOTAL:	1,252.60
HY-VEE INC-61705	12/17/21	ARMAND RETIREMENT PARTY	GENERAL FUND	MAYOR AND COUNCIL	105.09
	12/17/21	FUEL	LIQUOR	O-GEN MISC	<u>29.16</u>
				TOTAL:	134.25
LAMPERTS YARDS INC-2602004	12/17/21	GROUND TREATED	GENERAL FUND	PAVED STREETS	<u>69.66</u>
				TOTAL:	69.66
MINNESOTA ENERGY RESOURCES CORP	12/17/21	GAS SERVICE	GENERAL FUND	FIRE ADMINISTRATION	1,027.15
	12/17/21	GAS SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	737.00
	12/17/21	GAS SERVICE	WATER	O-DISTR MISC	348.51
	12/17/21	GAS SERVICE	WATER	O-DISTR MISC	106.74
	12/17/21	GAS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	106.73
	12/17/21	GAS SERVICE	ELECTRIC	O-DISTR MISC	348.52
	12/17/21	GAS SERVICE	ELECTRIC	O-DISTR MISC	<u>213.47</u>
				TOTAL:	2,888.12
MISCELLANEOUS V SEGURA MARTINEZ ERIK D	12/17/21	REFUND OF DEPOSIT-ACCT FIN WATER		NON-DEPARTMENTAL	18.87

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
SEGURA MARTINEZ ERIK D	12/17/21	REFUND OF DEPOSIT-ACCT FIN WATER		ACCTS-RECORDS & COLLEC	0.04
CROOK BAMBIE	12/17/21	REFUND OF DEPOSIT-ACCT FIN ELECTRIC		NON-DEPARTMENTAL	11.51
FISHER RACHEL	12/17/21	REFUND OF DEPOSIT-ACCT FIN ELECTRIC		NON-DEPARTMENTAL	19.26
LOPEZ MARTIN JORGE L	12/17/21	REFUND OF DEPOSIT-ACCT FIN ELECTRIC		NON-DEPARTMENTAL	27.38
MUSWAMBA PATIENCE	12/17/21	REFUND OF CREDIT-ACCT FINA ELECTRIC		NON-DEPARTMENTAL	6.62
PEREZ LOPEZ SANTOS S	12/17/21	REFUND OF CREDIT-ACCT FINA ELECTRIC		NON-DEPARTMENTAL	28.99
RODRIGUEZ LOPEZ ANGEL	12/17/21	REFUND OF CREDIT-ACCT FINA ELECTRIC		NON-DEPARTMENTAL	68.03
ABDULLE MOHAMED M	12/17/21	REFUND OF CREDIT-ACCT FINA ELECTRIC		NON-DEPARTMENTAL	27.78
POTTS REBECCA	12/17/21	REFUND OF CREDIT-ACCT FINA ELECTRIC		NON-DEPARTMENTAL	147.52
RAMIREZ RAMIREZ JUAN P	12/17/21	REFUND OF DEPOSIT-ACCT FIN ELECTRIC		NON-DEPARTMENTAL	3.73
SEGURA MARTINEZ ERIK D	12/17/21	REFUND OF DEPOSIT-ACCT FIN ELECTRIC		NON-DEPARTMENTAL	95.00
CROOK BAMBIE	12/17/21	REFUND OF DEPOSIT-ACCT FIN ELECTRIC		ACCTS-RECORDS & COLLEC	0.05
FISHER RACHEL	12/17/21	REFUND OF DEPOSIT-ACCT FIN ELECTRIC		ACCTS-RECORDS & COLLEC	0.05
ABDULLE MOHAMED M	12/17/21	REFUND OF CREDIT-ACCT FINA ELECTRIC		ACCTS-RECORDS & COLLEC	0.09
RAMIREZ RAMIREZ JUAN P	12/17/21	REFUND OF DEPOSIT-ACCT FIN ELECTRIC		ACCTS-RECORDS & COLLEC	0.13
SEGURA MARTINEZ ERIK D	12/17/21	REFUND OF DEPOSIT-ACCT FIN ELECTRIC		ACCTS-RECORDS & COLLEC	0.09
				TOTAL:	455.14
MISSOURI RIVER ENERGY SERVICES	12/17/21	RESOURCE ACTION PROGRAM RE ELECTRIC		ACCTS-INFO & INSTR ADV	5,665.80
				TOTAL:	5,665.80
MORRIS ELECTRONICS INC	12/17/21	QUANTAM SUPERLOADER	WATER	ACCTS-RECORDS & COLLEC	478.13
	12/17/21	TECHNICAL SUPPORT	WATER	ACCTS-RECORDS & COLLEC	40.00
	12/17/21	TENCHINCAL SUPPORT	WATER	ACCTS-RECORDS & COLLEC	70.00
	12/17/21	TECHNICAL SUPPORT	WATER	ACCTS-RECORDS & COLLEC	40.00
	12/17/21	TECHNICAL SUPPORT	WATER	ACCTS-RECORDS & COLLEC	40.00
	12/17/21	QUANTAM SUPERLOADER	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	478.12
	12/17/21	TECHNICAL SUPPORT	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	40.00
	12/17/21	TENCHINCAL SUPPORT	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	70.00
	12/17/21	TECHNICAL SUPPORT	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	40.00
	12/17/21	TECHNICAL SUPPORT	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	40.00
	12/17/21	QUANTAM SUPERLOADER	ELECTRIC	ACCTS-RECORDS & COLLEC	956.25
	12/17/21	TECHNICAL SUPPORT	ELECTRIC	ACCTS-RECORDS & COLLEC	80.00
	12/17/21	TENCHINCAL SUPPORT	ELECTRIC	ACCTS-RECORDS & COLLEC	140.00
	12/17/21	TECHNICAL SUPPORT	ELECTRIC	ACCTS-RECORDS & COLLEC	80.00
	12/17/21	TECHNICAL SUPPORT	ELECTRIC	ACCTS-RECORDS & COLLEC	80.00
				TOTAL:	2,672.50
NOBLES COOPERATIVE ELECTRIC	12/17/21	ELECTRIC SERVICE	GENERAL FUND	SECURITY CENTER	8.85
	12/17/21	ELECTRIC SERVICE	GENERAL FUND	SECURITY CENTER	8.85
	12/17/21	ELECTRIC SERVICE	GENERAL FUND	SIGNS AND SIGNALS	21.37
	12/17/21	ELECTRIC SERVICE	GENERAL FUND	SIGNS AND SIGNALS	19.60
	12/17/21	ELECTRIC SERVICE	RECREATION	GOLF COURSE-GREEN	223.23
	12/17/21	ELECTRIC SERVICE	INDUSTRIAL WASTEWA	O-PURIFY MISC	100.00
	12/17/21	ELECTRIC SERVICE	AIRPORT	O-GEN MISC	37.44
				TOTAL:	419.34
NOBLES COUNTY RECORDER	12/17/21	KINLEY VARIANCE RECORDING	GENERAL FUND	NON-DEPARTMENTAL	46.00
				TOTAL:	46.00
SCHAAP SANITATION	12/17/21	MONTHLY SERVICE	GENERAL FUND	PAVED STREETS	123.06
	12/17/21	MONTHLY SERVICE	GENERAL FUND	CENTER FOR ACTIVE LIVI	41.27
	12/17/21	MONTHLY SERVICE	RECREATION	PARK AREAS	123.06
	12/17/21	MONTHLY SERVICE	LIQUOR	O-GEN MISC	278.73
				TOTAL:	566.12

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
SHINE BROS CORP OF MINN	12/17/21	SHINE BROS CORP OF MINN	GENERAL FUND	PAVED STREETS	<u>8.75</u>
				TOTAL:	8.75
STREICHER'S INC	12/17/21	UNIFORM CLOTHING	GENERAL FUND	POLICE ADMINISTRATION	<u>114.98</u>
				TOTAL:	114.98
THOMSON REUTERS - WEST	12/17/21	NOVEMBER CLEAR CHARGES	GENERAL FUND	POLICE ADMINISTRATION	<u>261.32</u>
				TOTAL:	261.32
TRANSOURCE TRUCK & EQUIPMENT	12/17/21	CRAIG BUCKET	GENERAL FUND	PAVED STREETS	402.91
	12/17/21	2015 VOLVO SERVICE	GENERAL FUND	PAVED STREETS	105.66
	12/17/21	2015 VOLVO SERVICE	GENERAL FUND	PAVED STREETS	804.93
	12/17/21	2015 VOLVO SERVICE	GENERAL FUND	PAVED STREETS	<u>602.70</u>
				TOTAL:	1,916.20
JACOB WALKER	12/17/21	EVIDENCE PICK UP	GENERAL FUND	POLICE ADMINISTRATION	<u>39.02</u>
				TOTAL:	39.02
WORTHINGTON BUILDING MATERIALS INC	12/17/21	PLYWOOD	ELECTRIC	M-DISTR UNDERGRND LINE	<u>71.84</u>
				TOTAL:	71.84
WORTHINGTON CABLE 3 TV PUBLIC ACCESS	12/17/21	FRANCHISE FEE-NOV-MEDIACOM	CABLE TELEVISION	CABLE	<u>3,363.22</u>
				TOTAL:	3,363.22
GLENDA ZEMAN	12/17/21	REIMBURSE STORM EXPENSE	LIQUOR	O-GEN MISC	<u>124.74</u>
				TOTAL:	124.74

===== FUND TOTALS =====

101	GENERAL FUND	7,262.90
202	MEMORIAL AUDITORIUM	737.00
229	RECREATION	346.29
601	WATER	1,142.29
602	MUNICIPAL WASTEWATER	2,396.60
604	ELECTRIC	9,432.01
605	INDUSTRIAL WASTEWATER	100.00
609	LIQUOR	432.63
612	AIRPORT	37.44
872	CABLE TELEVISION	3,363.22

GRAND TOTAL: 25,250.38

VENDOR	I.D.	NAME	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
D00173		DEFERRED COMP- MINNESOTA STATE	D	12/29/2021			001607	17,041.34
E00088		EFTPS	D	12/29/2021			001608	71,393.61
M00309		MINNESOTA STATE RETIREMENT SYSTD	12/29/2021				001609	2,055.00
O00021		OPTUM HEALTH FINANCIAL	D	12/29/2021			001610	8,413.19
P00039		PUBLIC EMPLOYEES RETIREMENT ASSD	12/29/2021				001611	53,575.49
S00202		STATE OF MINNESOTA DEPT OF REVED	12/29/2021				001612	14,805.55

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	6	0.00	167,284.18	167,284.18
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	6	0.00	167,284.18	167,284.18

PACKET: 04205 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	12/22/2021			001616	14,119.09
M00115	MISSOURI RIVER ENERGY SERVICES		D	12/22/2021			001617	1,207,150.83
S00202	STATE OF MINNESOTA DEPT OF REVENUE		D	12/22/2021			001618	103,535.00

* * 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	1,324,804.92	1,324,804.92
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	1,324,804.92	1,324,804.92

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ACCESS HEALTH WORTHINGTON	12/24/21	HEPB VACCINATION	GENERAL FUND	ECONOMIC DEVELOPMENT	<u>141.00</u>
				TOTAL:	141.00
AMERICAN BOTTLING COMPANY	12/24/21	MIX	LIQUOR	NON-DEPARTMENTAL	<u>194.94</u>
				TOTAL:	194.94
AMERICAN ENGINEERING TESTING INC	12/24/21	AQUATIC CENTER	AQUATIC CENTER FAC	AQUATIC CENTER FACILIT	<u>1,466.60</u>
				TOTAL:	1,466.60
ANDERSON ALIGNMENT	12/24/21	TRAILER SERVICE	GENERAL FUND	PAVED STREETS	94.88
	12/24/21	TRAILER SERVICE	GENERAL FUND	PAVED STREETS	9.00
	12/24/21	#430 TIRES	GENERAL FUND	PAVED STREETS	540.54
	12/24/21	#430 TIRES	GENERAL FUND	PAVED STREETS	103.80
	12/24/21	#407 HYDRAULIC OIL	GENERAL FUND	ICE AND SNOW REMOVAL	668.16
	12/24/21	#407 HYDRAULIC OIL	GENERAL FUND	ICE AND SNOW REMOVAL	81.98
	12/24/21	#407 HYDRAULIC OIL	GENERAL FUND	ICE AND SNOW REMOVAL	282.63
	12/24/21	#401 UNDERBODY	GENERAL FUND	ICE AND SNOW REMOVAL	445.44
	12/24/21	#401 UNDERBODY	GENERAL FUND	ICE AND SNOW REMOVAL	29.47
	12/24/21	#401 UNDERBODY	GENERAL FUND	ICE AND SNOW REMOVAL	329.74
	12/24/21	#408 BLOWER MOTOR	STORM WATER MANAGE	STREET CLEANING	558.46
	12/24/21	#408 BLOWER MOTOR	STORM WATER MANAGE	STREET CLEANING	368.99
	12/24/21	#406 TIRE PATCH	STORM WATER MANAGE	STREET CLEANING	10.50
	12/24/21	#406 TIRE PATCH	STORM WATER MANAGE	STREET CLEANING	<u>29.95</u>
				TOTAL:	3,553.54
ARNOLD MOTOR SUPPLY LLP	12/24/21	#206 FUSE	WATER	O-DIST UNDERGRND LINES	4.39
	12/24/21	WINDSHIELD WASHER FLUID	ELECTRIC	O-DISTR MISC	<u>24.46</u>
				TOTAL:	28.85
ARTISAN BEER COMPANY	12/24/21	BEER	LIQUOR	NON-DEPARTMENTAL	229.60
	12/24/21	BEER	LIQUOR	NON-DEPARTMENTAL	645.40
	12/24/21	BEER	LIQUOR	NON-DEPARTMENTAL	<u>410.80</u>
				TOTAL:	1,285.80
ATLANTIC BOTTLING COMPANY	12/24/21	MIX	LIQUOR	NON-DEPARTMENTAL	<u>410.93</u>
				TOTAL:	410.93
BAVERA MCKENNAN	12/24/21	FLU SHOTS	SAFETY PROMO/LOSS	HEALTH/SAFETY/FITNESS	<u>1,400.00</u>
				TOTAL:	1,400.00
BAHRS SMALL ENGINE	12/24/21	SHARPEN CHAINS	RECREATION	TREE REMOVAL	<u>50.00</u>
				TOTAL:	50.00
BELLBOY CORPORATION	12/24/21	MIX	LIQUOR	NON-DEPARTMENTAL	438.95
	12/24/21	LIQUOR	LIQUOR	NON-DEPARTMENTAL	9,237.25
	12/24/21	WINE	LIQUOR	NON-DEPARTMENTAL	160.00
	12/24/21	LIQUOR	LIQUOR	NON-DEPARTMENTAL	349.00-
	12/24/21	FREIGHT	LIQUOR	O-SOURCE MISC	8.04
	12/24/21	FREIGHT	LIQUOR	O-SOURCE MISC	116.00
	12/24/21	FREIGHT	LIQUOR	O-SOURCE MISC	<u>6.00-</u>
				TOTAL:	9,605.24
CALVIN BERGER	12/24/21	CLEAN UP RETENTION AREAS	STORM WATER MANAGE	STORM DRAINAGE	<u>1,500.00</u>
				TOTAL:	1,500.00
BEVERAGE WHOLESALERS INC	12/24/21	BEER	LIQUOR	NON-DEPARTMENTAL	7,723.30

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	12/24/21	BEER	LIQUOR	NON-DEPARTMENTAL	126.00-
	12/24/21	BEER	LIQUOR	NON-DEPARTMENTAL	11,487.10
	12/24/21	BEER	LIQUOR	NON-DEPARTMENTAL	10,179.30
	12/24/21	BEER	LIQUOR	NON-DEPARTMENTAL	6,688.25
	12/24/21	BEER	LIQUOR	NON-DEPARTMENTAL	167.75
	12/24/21	BEER	LIQUOR	NON-DEPARTMENTAL	192.00
	12/24/21	BEER	LIQUOR	NON-DEPARTMENTAL	7,958.90
	12/24/21	BEER	LIQUOR	NON-DEPARTMENTAL	<u>173.60</u>
				TOTAL:	44,444.20
BOLTON & MENK INC	12/24/21	WWTF IMPROVEMENTS	MUNICIPAL WASTEWAT	FA PURIFY STRUCTURES	327.51
	12/24/21	WWTF IMPROVEMENTS	MUNICIPAL WASTEWAT	FA PURIFY STRUCTURES	32,290.05
	12/24/21	IWWTF PLAN	INDUSTRIAL WASTEWA	O-PURIFY MISC	2,042.50
	12/24/21	AIRPORT MASTER PLAN & LAYO	AIRPORT	PROJECT #4	<u>33,200.00</u>
				TOTAL:	67,860.06
BREAKTHRU BEVERAGE MINNESOTA BEER LLC	12/24/21	LIQUOR	LIQUOR	NON-DEPARTMENTAL	4,793.54
	12/24/21	WINE	LIQUOR	NON-DEPARTMENTAL	112.00
	12/24/21	LIQUOR	LIQUOR	NON-DEPARTMENTAL	191.62
	12/24/21	LIQUOR	LIQUOR	NON-DEPARTMENTAL	10,712.12
	12/24/21	MIX	LIQUOR	NON-DEPARTMENTAL	36.90
	12/24/21	WINE	LIQUOR	NON-DEPARTMENTAL	272.00
	12/24/21	LIQUOR	LIQUOR	NON-DEPARTMENTAL	142.50-
	12/24/21	FREIGHT	LIQUOR	O-SOURCE MISC	87.41
	12/24/21	FREIGHT	LIQUOR	O-SOURCE MISC	1.85
	12/24/21	FREIGHT	LIQUOR	O-SOURCE MISC	1.86
	12/24/21	FREIGHT	LIQUOR	O-SOURCE MISC	115.24
	12/24/21	FREIGHT	LIQUOR	O-SOURCE MISC	1.85
	12/24/21	FREIGHT	LIQUOR	O-SOURCE MISC	11.10
	12/24/21	FREIGHT	LIQUOR	O-SOURCE MISC	<u>1.85-</u>
				TOTAL:	16,193.14
BRENNTAG GREAT LAKES LLC	12/24/21	PHOSPHATE	WATER	O-PURIFY	<u>7,455.96</u>
				TOTAL:	7,455.96
C&S CHEMICALS INC	12/24/21	4566 GALLONS OF ALUM	MUNICIPAL WASTEWAT	O-PURIFY MISC	<u>5,319.39</u>
				TOTAL:	5,319.39
CAMPUS CLEANERS	12/24/21	RENTAL MATS/BAR TOWELS	LIQUOR	O-GEN MISC	13.47-
	12/24/21	RENTAL MATS, BAR TOWELS	LIQUOR	O-GEN MISC	<u>36.25</u>
				TOTAL:	22.78
CAPITAL ONE	12/24/21	MISCELLANEOUS SUPPLIES	WATER	O-DISTR MISC	<u>140.17</u>
				TOTAL:	140.17
COMMISSIONER OF TRANSPORTATION	12/24/21	HANGAR LOAN PAYMENT	AIRPORT	NON-DEPARTMENTAL	<u>920.00</u>
				TOTAL:	920.00
COMMUNITY EDUCATION	12/24/21	2022 WINTER COMM.ED CATALO	GENERAL FUND	CENTER FOR ACTIVE LIVI	<u>300.00</u>
				TOTAL:	300.00
COVERT TRACK GROUP INC	12/24/21	ANNUAL MAPPING SUBSCRIPTIO	GENERAL FUND	POLICE ADMINISTRATION	1,200.00
	12/24/21	TRACKING EQUIPMENT	GENERAL FUND	POLICE ADMINISTRATION	<u>1,110.00</u>
				TOTAL:	2,310.00
CRARY INDUSTRIES INC	12/24/21	TURF VACUUM	RECREATION	FIELD HOUSE	1,200.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	1,200.00
CRIME STOPPERS OF MINNESOTA	12/24/21	2022 LE PARTNERSHIP	GENERAL FUND	POLICE ADMINISTRATION	200.00
				TOTAL:	200.00
BRANDON L PEIL	12/24/21	UNIFORM CLOTHING	GENERAL FUND	CODE ENFORCEMENT	99.00
				TOTAL:	99.00
DAKOTA FLUID POWER INC	12/24/21	LOADER CLAM BUCKET	GENERAL FUND	PAVED STREETS	1,338.66
				TOTAL:	1,338.66
DEPARTMENT OF FINANCE	12/24/21	DRUG FORFEIT-ZEPHIER-CROSS	GENERAL FUND	NON-DEPARTMENTAL	63.61
	12/24/21	DRUG FORFEIT-HUSMANN/KEY	GENERAL FUND	NON-DEPARTMENTAL	13.50
	12/24/21	DRUG FORFEITURE-KRESLEY BI	GENERAL FUND	NON-DEPARTMENTAL	48.80
				TOTAL:	125.91
DOLL DISTRIBUTING LLC	12/24/21	BEER	LIQUOR	NON-DEPARTMENTAL	8,453.20
	12/24/21	BEER	LIQUOR	NON-DEPARTMENTAL	5,886.55
	12/24/21	MIX	LIQUOR	NON-DEPARTMENTAL	24.00
	12/24/21	BEER	LIQUOR	NON-DEPARTMENTAL	267.50
	12/24/21	BEER	LIQUOR	NON-DEPARTMENTAL	1,867.55
	12/24/21	BEER	LIQUOR	NON-DEPARTMENTAL	166.25
	12/24/21	BEER	LIQUOR	NON-DEPARTMENTAL	1,190.00
	12/24/21	BEER	LIQUOR	NON-DEPARTMENTAL	7,358.65
	12/24/21	BEER	LIQUOR	NON-DEPARTMENTAL	829.45
	12/24/21	BEER	LIQUOR	NON-DEPARTMENTAL	17,638.60
				TOTAL:	43,349.25
E-Z WASH	12/24/21	NOVEMBER CAR WASHES	GENERAL FUND	POLICE ADMINISTRATION	72.00
				TOTAL:	72.00
EARL F ANDERSEN INC- DIVISION OF SAFET	12/24/21	SIGNS	GENERAL FUND	SIGNS AND SIGNALS	176.55
				TOTAL:	176.55
ECHO GROUP INC	12/24/21	EMERGENCY LIGHT BACK UP BA	GENERAL FUND	CENTER FOR ACTIVE LIVI	37.14
	12/24/21	BEACH SWITCH	RECREATION	PARK AREAS	57.82
	12/24/21	MISC SUPPLIES	ELECTRIC	M-DISTR UNDERGRND LINE	9.19
	12/24/21	MISC. SUPPLIES	ELECTRIC	M-DISTR UNDERGRND LINE	45.54
	12/24/21	WIRE	ELECTRIC	M-DISTR UNDERGRND LINE	249.46
	12/24/21	WIRE NUTS	ELECTRIC	M-DISTR UNDERGRND LINE	101.19
	12/24/21	MISC. SUPPLIES	ELECTRIC	M-DISTR UNDERGRND LINE	15.46
				TOTAL:	515.80
ELECTRIC MOTOR CO	12/24/21	REPAIRS	INDUSTRIAL WASTEWA	O-PURIFY MISC	157.20
				TOTAL:	157.20
EMERGENCY AUTOMOTIVE TECHNOLOGY INC	12/24/21	#17-36 ACCIDENT REPAIR	GENERAL FUND	POLICE ADMINISTRATION	91.64
	12/24/21	#21-35 NEW SQUAD EQUIPMENT	GENERAL FUND	POLICE ADMINISTRATION	1,277.88
	12/24/21	#21-27 NEW SQUAD EQUIPMENT	GENERAL FUND	POLICE ADMINISTRATION	1,277.88
				TOTAL:	2,647.40
EMPIRE PIPE SERVICES	12/24/21	2020 SEWER/WATER RECONSTRU	WATER	PROJECT #11	3,105.00
	12/24/21	W. LAKE REPAIRS/MINERAL RE	MUNICIPAL WASTEWAT	PROJECT #3	10,335.00
				TOTAL:	13,440.00
FASTENAL COMPANY	12/24/21	EYE WASH PRESERVATION SOLU	MUNICIPAL WASTEWAT	O-PURIFY MISC	41.15

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	41.15
FLYNN LAW FIRM PLLC	12/24/21	NOVEMBER LEGAL FEES	GENERAL FUND	CITY ATTORNEY	1,510.15
				TOTAL:	1,510.15
GITCH GEAR LLC	12/24/21	MIX	LIQUOR	NON-DEPARTMENTAL	180.00
	12/24/21	FREIGHT	LIQUOR	O-SOURCE MISC	9.00
				TOTAL:	189.00
GOPHER STAGE LIGHTING INC	12/24/21	SPIKE TAPE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	76.70
				TOTAL:	76.70
GRAINGER	12/24/21	TRANSFORMER FOR FUEL PUMP	ELECTRIC	O-DISTR STATION EXPENS	152.38
				TOTAL:	152.38
GRIMMIUS NATHAN	12/24/21	REIMBURSE SQUAD ALARM REPA	GENERAL FUND	POLICE ADMINISTRATION	159.75
				TOTAL:	159.75
HAACK, JULIE	12/24/21	COVID TEST	SAFETY PROMO/LOSS	HEALTH/SAFETY/FITNESS	30.98
				TOTAL:	30.98
HAWKINS INC	12/24/21	TREATMENT CHEMICAL	WATER	O-PURIFY	585.12
				TOTAL:	585.12
HOPE HAVEN INC	12/24/21	CAL CLEANING-NOVEMBER	GENERAL FUND	CENTER FOR ACTIVE LIVI	541.67
				TOTAL:	541.67
HYDRO-KLEAN LLC	12/24/21	2021 SAN SEWER CIPP LINING MUNICIPAL WASTEWAT	NON-DEPARTMENTAL		7,242.41-
	12/24/21	2021 SAN SEWER CIPP LINING MUNICIPAL WASTEWAT	PROJECT #4		144,848.20
				TOTAL:	137,605.79
INTL UNION LOCAL #49	12/24/21	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	103.00
	12/24/21	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	140.13
	12/24/21	UNION DUES	RECREATION	NON-DEPARTMENTAL	63.44
	12/24/21	UNION DUES	RECREATION	NON-DEPARTMENTAL	32.61
	12/24/21	UNION DUES	IMPROVEMENT CONST	NON-DEPARTMENTAL	10.28
	12/24/21	UNION DUES	IMPROVEMENT CONST	NON-DEPARTMENTAL	6.09
	12/24/21	UNION DUES	WATER	NON-DEPARTMENTAL	87.50
	12/24/21	UNION DUES	WATER	NON-DEPARTMENTAL	95.30
	12/24/21	UNION DUES	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	120.75
	12/24/21	UNION DUES	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	121.54
	12/24/21	UNION DUES	STORM WATER MANAGE	NON-DEPARTMENTAL	29.34
	12/24/21	UNION DUES	STORM WATER MANAGE	NON-DEPARTMENTAL	15.89
	12/24/21	UNION DUES	AIRPORT	NON-DEPARTMENTAL	5.69
	12/24/21	UNION DUES	AIRPORT	NON-DEPARTMENTAL	8.44
				TOTAL:	840.00
JERRY'S AUTO SUPPLY OF WORTHINGTON INC	12/24/21	TRANSMISSION FLUID-MULE	RECREATION	PARK AREAS	9.87
	12/24/21	MULE OIL	RECREATION	PARK AREAS	24.34
				TOTAL:	34.21
JOHNSON BROTHERS LIQUOR CO	12/24/21	LIQUOR	LIQUOR	NON-DEPARTMENTAL	13.33-
	12/24/21	LIQUOR	LIQUOR	NON-DEPARTMENTAL	6,240.82
	12/24/21	WINE	LIQUOR	NON-DEPARTMENTAL	3,597.53
	12/24/21	LIQUOR	LIQUOR	NON-DEPARTMENTAL	11,981.72
	12/24/21	WINE	LIQUOR	NON-DEPARTMENTAL	2,234.75

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	12/24/21	MIX	LIQUOR	NON-DEPARTMENTAL	89.90
	12/24/21	LIQUOR	LIQUOR	NON-DEPARTMENTAL	6,015.23
	12/24/21	WINE	LIQUOR	NON-DEPARTMENTAL	3,049.23
	12/24/21	MIX	LIQUOR	NON-DEPARTMENTAL	44.95
	12/24/21	FREIGHT	LIQUOR	O-SOURCE MISC	59.10
	12/24/21	FREIGHT	LIQUOR	O-SOURCE MISC	82.85
	12/24/21	FREIGHT	LIQUOR	O-SOURCE MISC	169.61
	12/24/21	FREIGHT	LIQUOR	O-SOURCE MISC	82.78
	12/24/21	FREIGHT	LIQUOR	O-SOURCE MISC	56.53
	12/24/21	FREIGHT	LIQUOR	O-SOURCE MISC	<u>99.60</u>
				TOTAL:	33,791.27
JOHNSTON AUTOSTORES	12/24/21	#17-46 BULB	GENERAL FUND	POLICE ADMINISTRATION	<u>2.33</u>
				TOTAL:	2.33
LARSON CRANE SERVICE INC	12/24/21	2021 DARLING DR STORM/PVMT IMPROVEMENT CONST	NON-DEPARTMENTAL		1,568.68
	12/24/21	2021 DARLING DR STORM/PVMT IMPROVEMENT CONST	DARLING@ 59 FRT RD ST		<u>2,116.20</u>
				TOTAL:	3,684.88
LAW ENF LABOR SERV INC #4	12/24/21	UNION DUES LICENSED	GENERAL FUND	NON-DEPARTMENTAL	552.50
	12/24/21	UNION DUES LICENSED	GENERAL FUND	NON-DEPARTMENTAL	552.50
	12/24/21	UNION DUES NON-LICENSED	GENERAL FUND	NON-DEPARTMENTAL	141.65
	12/24/21	UNION DUES NON-LICENSED	GENERAL FUND	NON-DEPARTMENTAL	<u>141.65</u>
				TOTAL:	1,388.30
LUINENBURG WASTE MANAGEMENT INC	12/24/21	2021 BIOSOLIDS HAULING	MUNICIPAL WASTEWAT	O-PURIFY MISC	<u>68,073.79</u>
				TOTAL:	68,073.79
MCCUEN CONSTRUCTION INC	12/24/21	2017 SAP CONCRETE RECONDIT IMPROVEMENT CONST	NON-DEPARTMENTAL		3,573.72
	12/24/21	2021 CLARY/MCMILLAN ST RES WATER	NON-DEPARTMENTAL		10,747.83
	12/24/21	2021 CLARY/MCMILLAN ST RES WATER	PROJECT #2		<u>2,272.30</u>
				TOTAL:	16,593.85
MCCUEN WELDING & MACHINING INC	12/24/21	#419 UNDERBODY	GENERAL FUND	ICE AND SNOW REMOVAL	<u>239.00</u>
				TOTAL:	239.00
MIDWEST ALARM COMPANY INC	12/24/21	VIDEO SURVEILLANCE-FIELDHO RECREATION		FIELD HOUSE	<u>29,750.00</u>
				TOTAL:	29,750.00
MINNESOTA BENEFIT ASSOCIATION	12/24/21	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	15.42
	12/24/21	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	15.42
	12/24/21	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	58.86
	12/24/21	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	106.17
	12/24/21	INSURANCE	GENERAL FUND	PAVED STREETS	0.01
	12/24/21	INSURANCE	GENERAL FUND	ICE AND SNOW REMOVAL	95.46
	12/24/21	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	26.42
	12/24/21	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	21.14
	12/24/21	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	1.75
	12/24/21	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	1.40
	12/24/21	INSURANCE	WATER	GENERAL ADMIN	43.63
	12/24/21	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	96.92
	12/24/21	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	96.92
	12/24/21	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	127.46
	12/24/21	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	127.46
	12/24/21	INSURANCE	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	0.01
	12/24/21	INSURANCE	MUNICIPAL WASTEWAT	GENERAL ADMIN	34.90

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	12/24/21	MN BENEFITS	ELECTRIC	NON-DEPARTMENTAL	13.92
	12/24/21	MN BENEFITS	ELECTRIC	NON-DEPARTMENTAL	13.92
	12/24/21	INSURANCE	ELECTRIC	O-SOURCE SUPER & ENG	3.55
	12/24/21	INSURANCE	ELECTRIC	O-DISTR SUPER & ENG	63.88
	12/24/21	INSURANCE	ELECTRIC	M-SOURCE SUPER & ENF	3.55
	12/24/21	INSURANCE	ELECTRIC	GENERAL ADMIN	212.31
	12/24/21	INSURANCE	ELECTRIC	EMPLOYEE PENS & BENEFI	124.20
	12/24/21	INSURANCE	STORM WATER MANAGE	STORM DRAINAGE	20.54
	12/24/21	MN BENEFITS	AIRPORT	NON-DEPARTMENTAL	5.28
	12/24/21	MN BENEFITS	AIRPORT	NON-DEPARTMENTAL	0.35
	12/24/21	INSURANCE	AIRPORT	O-GEN MISC	77.34
	12/24/21	MN BENEFITS	DATA PROCESSING	NON-DEPARTMENTAL	7.41
	12/24/21	MN BENEFITS	DATA PROCESSING	NON-DEPARTMENTAL	<u>3.12</u>
			TOTAL:		1,418.72
MINNESOTA CHIEFS OF POLICE ASSN.	12/24/21	MEMBERSHIP RENEWAL	GENERAL FUND	POLICE ADMINISTRATION	<u>406.00</u>
			TOTAL:		406.00
MINNESOTA CHILD SUPPORT PAYMENT CTR	12/24/21	SUPPORT ORDER	GENERAL FUND	NON-DEPARTMENTAL	<u>123.21</u>
			TOTAL:		123.21
MINNESOTA ENERGY RESOURCES CORP	12/24/21	GAS SERVICE	RECREATION	FIELD HOUSE	49.09
	12/24/21	GAS SERVICE	WATER	O-PURIFY MISC	215.03
	12/24/21	GAS SERVICE	WATER	O-DISTR MISC	135.77
	12/24/21	GAS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	135.77
	12/24/21	GAS SERVICE	ELECTRIC	O-DISTR MISC	<u>135.77</u>
			TOTAL:		671.43
MISCELLANEOUS V RAMOS ALMA	12/24/21	REFUND OF CREDIT-ACCT FINA	ELECTRIC	NON-DEPARTMENTAL	137.41
RAMOS LOPEZ NICOLASA	12/24/21	REFUND OF CREDIT-ACCT FINA	ELECTRIC	NON-DEPARTMENTAL	26.33
SOTO ESCALANTE DEYSY	12/24/21	REFUND OF CREDIT-ACCT FINA	ELECTRIC	NON-DEPARTMENTAL	75.28
CHAMPION HOME BUILDERS	12/24/21	COMPRESSED AIR INCENTIVE	ELECTRIC	CUSTOMER INSTALL EXPEN	525.20
DEGROOT TRENT	12/24/21	DEGROOT TRENT:REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	25.00
SOTO ESCALANTE DEYSY	12/24/21	REFUND OF CREDIT-ACCT FINA	ELECTRIC	ACCTS-RECORDS & COLLEC	<u>0.05</u>
			TOTAL:		789.27
MN DEPT TRANSPORTATION	12/24/21	BIT MIX TEST/ASPHALT OIL T IMPROVEMENT CONST	OVERLAY PROGRAM		<u>2,139.64</u>
			TOTAL:		2,139.64
MORRIS ELECTRONICS INC	12/24/21	STATE OF MN TESTING-MICROS	GENERAL FUND	ENGINEERING ADMIN	300.00
	12/24/21	TESTING ON TICKET SYSTEM	GENERAL FUND	ENGINEERING ADMIN	80.00
	12/24/21	MAP & PERMISSION TO V DRIV	DATA PROCESSING	DATA PROCESSING	<u>40.00</u>
			TOTAL:		420.00
MPCA	12/24/21	WASTEWATER LAB CERT FEE	INDUSTRIAL WASTEWA	O-PURIFY MISC	<u>1,644.00</u>
			TOTAL:		1,644.00
MNCPERS GROUP LIFE INS	12/24/21	LIFE INS	GENERAL FUND	NON-DEPARTMENTAL	147.79
	12/24/21	LIFE INS	GENERAL FUND	NON-DEPARTMENTAL	151.04
	12/24/21	LIFE INS	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	8.00
	12/24/21	LIFE INS	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	8.00
	12/24/21	LIFE INS	RECREATION	NON-DEPARTMENTAL	21.00
	12/24/21	LIFE INS	RECREATION	NON-DEPARTMENTAL	13.84
	12/24/21	LIFE INS	PIR/TRUNKS	NON-DEPARTMENTAL	3.56
	12/24/21	LIFE INS	PIR/TRUNKS	NON-DEPARTMENTAL	3.35
	12/24/21	LIFE INS	IMPROVEMENT CONST	NON-DEPARTMENTAL	1.70

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	12/24/21	LIFE INS	IMPROVEMENT CONST	NON-DEPARTMENTAL	2.10
	12/24/21	LIFE INS	WATER	NON-DEPARTMENTAL	35.30
	12/24/21	LIFE INS	WATER	NON-DEPARTMENTAL	39.04
	12/24/21	LIFE INS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	34.37
	12/24/21	LIFE INS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	33.86
	12/24/21	LIFE INS	ELECTRIC	NON-DEPARTMENTAL	33.88
	12/24/21	LIFE INS	ELECTRIC	NON-DEPARTMENTAL	34.38
	12/24/21	LIFE INS	STORM WATER MANAGE	NON-DEPARTMENTAL	2.40
	12/24/21	LIFE INS	STORM WATER MANAGE	NON-DEPARTMENTAL	0.79
	12/24/21	LIFE INS	LIQUOR	NON-DEPARTMENTAL	24.00
	12/24/21	LIFE INS	LIQUOR	NON-DEPARTMENTAL	24.00
	12/24/21	LIFE INS	AIRPORT	NON-DEPARTMENTAL	1.60
	12/24/21	LIFE INS	DATA PROCESSING	NON-DEPARTMENTAL	16.00
	12/24/21	LIFE INS	DATA PROCESSING	NON-DEPARTMENTAL	<u>16.00</u>
			TOTAL:		656.00
NOBLES COUNTY ATTORNEY	12/24/21	DRUG FORFEIT-SEPHIER-CROSS	GENERAL FUND	NON-DEPARTMENTAL	127.22
	12/24/21	DRUG FORFEIT-HUSMANN/KEY	GENERAL FUND	NON-DEPARTMENTAL	27.00
	12/24/21	DRUG FORFEITURE-KRESLEY BI	GENERAL FUND	NON-DEPARTMENTAL	<u>97.60</u>
			TOTAL:		251.82
NOBLES COUNTY AUDITOR/TREASURER	12/24/21	LONG DISTANCE-JUNE-AUGUST	GENERAL FUND	POLICE ADMINISTRATION	1,094.86
	12/24/21	DECEMBER LEGAL SERVICES	GENERAL FUND	PROSECUTION	17,841.08
	12/24/21	LEASE PAYMENT-UTILITIES-JA	WATER	NON-DEPARTMENTAL	479.92
	12/24/21	LEASE PAYMENT-UTILITIES-JA	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	383.93
	12/24/21	LEASE PAYMENT-UTILITIES-JA	ELECTRIC	NON-DEPARTMENTAL	<u>2,335.58</u>
			TOTAL:		22,135.37
NOBLES COUNTY IT DEPT	12/24/21	COMPUTER LEASES & MAINTENA	GENERAL FUND	POLICE ADMINISTRATION	7,450.26
	12/24/21	COMPUTER LEASES & MAINTENA	GENERAL FUND	SECURITY CENTER	1,359.41
	12/24/21	COMPUTER LEASES & MAINTENA	GENERAL FUND	SECURITY CENTER	<u>1,359.42</u>
			TOTAL:		10,169.09
OFFICE OF MNIT SERVICES	12/24/21	MONTHLY PHONE SERVICE	GENERAL FUND	ADMINISTRATION	15.86
	12/24/21	MONTHLY PHONE SERVICE	GENERAL FUND	CLERK'S OFFICE	36.96
	12/24/21	MONTHLY PHONE SERVICE	GENERAL FUND	ACCOUNTING	33.98
	12/24/21	MONTHLY PHONE SERVICE	GENERAL FUND	ENGINEERING ADMIN	108.32
	12/24/21	MONTHLY PHONE SERVICE	GENERAL FUND	ENGINEERING ADMIN	11.42
	12/24/21	MONTHLY PHONE SERVICE	GENERAL FUND	ECONOMIC DEVELOPMENT	47.56
	12/24/21	MONTHLY PHONE SERVICE	GENERAL FUND	ECONOMIC DEVELOPMENT	11.43
	12/24/21	MONTHLY CALL DIRECTORY	DATA PROCESSING	DATA PROCESSING	49.73
	12/24/21	MONTHLY PHONE SERVICE	DATA PROCESSING	DATA PROCESSING	<u>32.65</u>
			TOTAL:		347.91
OKABENA-OCHEDEA WATERSHED DISTRICT	12/24/21	2021 EXPENSES	GENERAL FUND	CLEAN WATER PARTNER	<u>11,322.05</u>
			TOTAL:		11,322.05
ONE OFFICE SOLUTION-WOCITY	12/24/21	PENCILS, CALCULATOR RIBBON	GENERAL FUND	CLERK'S OFFICE	6.58
	12/24/21	CALENDAR	GENERAL FUND	ACCOUNTING	18.26
	12/24/21	FILING CABINET	GENERAL FUND	ENGINEERING ADMIN	892.00
	12/24/21	POST IT TABS	GENERAL FUND	ENGINEERING ADMIN	8.78
	12/24/21	BOOKENDS	GENERAL FUND	ENGINEERING ADMIN	40.32
	12/24/21	NOTE PAD HOLDER	GENERAL FUND	ECONOMIC DEVELOPMENT	74.17
	12/24/21	POST IT TABS	GENERAL FUND	ECONOMIC DEVELOPMENT	<u>8.78</u>
			TOTAL:		1,048.89

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ONE OFFICE SOLUTION-NCLAW	12/24/21	PAPER	GENERAL FUND	SECURITY CENTER	245.00
	12/24/21	PAPER	GENERAL FUND	SECURITY CENTER	245.00
	12/24/21	POST IT NOTES, ENVELOPES	GENERAL FUND	SECURITY CENTER	60.40
	12/24/21	POST IT NOTES, ENVELOPES	GENERAL FUND	SECURITY CENTER	<u>60.41</u>
				TOTAL:	610.81
ONE OFFICE SOLUTION-WOCITY	12/24/21	TRASH CAN LINER, PAPERTOWE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	197.24
	12/24/21	OFC FURNITURE	RECREATION	FIELD HOUSE	8,948.65
	12/24/21	OFFICE SUPPLIES	RECREATION	PARK AREAS	47.58
	12/24/21	SMALL CLEAR SHELF LABELS	LIQUOR	O-GEN MISC	159.50
	12/24/21	CALENDAR	DATA PROCESSING	DATA PROCESSING	18.26
	12/24/21	BINDERS, INK CARTRIDGE	DATA PROCESSING	DATA PROCESSING	<u>187.74</u>
				TOTAL:	9,558.97
ONE OFFICE SOLUTION-WOPOLI	12/24/21	PAPER	GENERAL FUND	CODE ENFORCEMENT	<u>34.82</u>
				TOTAL:	34.82
ONE OFFICE SOLUTION-WOUTIL	12/24/21	CARTRIDGE	WATER	ADMIN OFFICE SUPPLIES	31.75
	12/24/21	PAPER TOWELS	WATER	ACCTS-RECORDS & COLLEC	6.25
	12/24/21	STAPLES	WATER	ACCTS-RECORDS & COLLEC	2.16
	12/24/21	CARTRIDGE	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	31.74
	12/24/21	PAPER TOWELS	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	6.25
	12/24/21	STAPLES	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	2.15
	12/24/21	CARTRIDGE	ELECTRIC	ADMIN OFFICE SUPPLIES	63.50
	12/24/21	PAPER TOWELS	ELECTRIC	ACCTS-RECORDS & COLLEC	12.50
	12/24/21	STAPLES	ELECTRIC	ACCTS-RECORDS & COLLEC	<u>4.32</u>
				TOTAL:	160.62
PALMA CUSTOMS & AUTO SALES LLC	12/24/21	ICR #21-7857	GENERAL FUND	POLICE ADMINISTRATION	<u>68.00</u>
				TOTAL:	68.00
PAUSTIS WINE COMPANY	12/24/21	WINE	LIQUOR	NON-DEPARTMENTAL	330.00
	12/24/21	WINE	LIQUOR	NON-DEPARTMENTAL	6,443.00
	12/24/21	FREIGHT	LIQUOR	O-SOURCE MISC	8.75
	12/24/21	FREIGHT	LIQUOR	O-SOURCE MISC	<u>81.25</u>
				TOTAL:	6,863.00
MN PEIP	12/24/21	HEALTH INS PREMIUM	GENERAL FUND	NON-DEPARTMENTAL	5,858.34
	12/24/21	HEALTH INS PREMIUM	GENERAL FUND	NON-DEPARTMENTAL	5,613.13
	12/24/21	HEALTH INS- DEC FOR JAN	GENERAL FUND	NON-DEPARTMENTAL	886.04
	12/24/21	HEALTH INS PREM	GENERAL FUND	MAYOR AND COUNCIL	337.87
	12/24/21	HEALTH INS PREM	GENERAL FUND	MAYOR AND COUNCIL	337.87
	12/24/21	HEALTH INS PREM	GENERAL FUND	ADMINISTRATION	911.71
	12/24/21	HEALTH INS PREM	GENERAL FUND	ADMINISTRATION	911.71
	12/24/21	HEALTH INS PREM	GENERAL FUND	CLERK'S OFFICE	756.82
	12/24/21	HEALTH INS PREM	GENERAL FUND	CLERK'S OFFICE	756.82
	12/24/21	HEALTH INS PREM	GENERAL FUND	CLERK'S OFFICE	0.01
	12/24/21	HEALTH INS PREM	GENERAL FUND	ACCOUNTING	791.96
	12/24/21	HEALTH INS PREM	GENERAL FUND	ACCOUNTING	967.23
	12/24/21	HEALTH INS PREM	GENERAL FUND	ACCOUNTING	0.01
	12/24/21	HEALTH INS PREM	GENERAL FUND	ENGINEERING ADMIN	1,356.80
	12/24/21	HEALTH INS PREM	GENERAL FUND	ENGINEERING ADMIN	1,306.81
	12/24/21	HEALTH INS PREM	GENERAL FUND	ENGINEERING ADMIN	0.01
	12/24/21	HEALTH INS PREM	GENERAL FUND	ECONOMIC DEVELOPMENT	337.87
	12/24/21	HEALTH INS PREM	GENERAL FUND	ECONOMIC DEVELOPMENT	337.87
	12/24/21	HEALTH INS PREM	GENERAL FUND	POLICE ADMINISTRATION	13,922.10

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	12/24/21	HEALTH INS PREM	GENERAL FUND	POLICE ADMINISTRATION	337.82
	12/24/21	HEALTH INS PREM	GENERAL FUND	POLICE ADMINISTRATION	110.04
	12/24/21	HEALTH INS PREM	GENERAL FUND	POLICE ADMINISTRATION	93.63
	12/24/21	HEALTH INS PREM	GENERAL FUND	POLICE ADMINISTRATION	13,651.85
	12/24/21	HEALTH INS PREM	GENERAL FUND	POLICE ADMINISTRATION	139.01
	12/24/21	HEALTH INS PREM	GENERAL FUND	POLICE ADMINISTRATION	76.57
	12/24/21	HEALTH INS PREM	GENERAL FUND	POLICE ADMINISTRATION	136.68
	12/24/21	HEALTH INS PREM	GENERAL FUND	POLICE ADMINISTRATION	0.09
	12/24/21	BOMGAARS INS-DEC FOR JAN	GENERAL FUND	POLICE ADMINISTRATION	1,513.65
	12/24/21	HEALTH INS PREM	GENERAL FUND	SECURITY CENTER	2,541.95
	12/24/21	HEALTH INS PREM	GENERAL FUND	SECURITY CENTER	2,541.91
	12/24/21	HEALTH INS PREM	GENERAL FUND	SECURITY CENTER	2,541.93
	12/24/21	HEALTH INS PREM	GENERAL FUND	SECURITY CENTER	2,541.93
	12/24/21	HEALTH INS PREM	GENERAL FUND	SECURITY CENTER	0.04
	12/24/21	HEALTH INS PREM	GENERAL FUND	SECURITY CENTER	0.02
	12/24/21	HEALTH INS PREM	GENERAL FUND	ANIMAL CONTROL ENFORCE	152.04
	12/24/21	HEALTH INS PREM	GENERAL FUND	ANIMAL CONTROL ENFORCE	84.47
	12/24/21	HEALTH INS PREM	GENERAL FUND	PAVED STREETS	510.85
	12/24/21	HEALTH INS PREM	GENERAL FUND	PAVED STREETS	378.41
	12/24/21	HEALTH INS PREM	GENERAL FUND	PAVED STREETS	0.01
	12/24/21	HEALTH INS PREM	GENERAL FUND	PUBLIC WORK SHOP	170.28
	12/24/21	HEALTH INS PREM	GENERAL FUND	PUBLIC WORK SHOP	75.68
	12/24/21	HEALTH INS PREM	GENERAL FUND	ICE AND SNOW REMOVAL	302.73
	12/24/21	HEALTH INS PREM	GENERAL FUND	CODE ENFORCEMENT	942.65
	12/24/21	HEALTH INS PREM	GENERAL FUND	CODE ENFORCEMENT	1,010.22
	12/24/21	HEALTH INS PREM	GENERAL FUND	CODE ENFORCEMENT	0.01
	12/24/21	HEALTH INS PREMIUM	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	96.59
	12/24/21	HEALTH INS PREMIUM	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	96.59
	12/24/21	HEALTH INS PREM	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	386.35
	12/24/21	HEALTH INS PREM	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	386.35
	12/24/21	HEALTH INS PREMIUM	RECREATION	NON-DEPARTMENTAL	405.67
	12/24/21	HEALTH INS PREMIUM	RECREATION	NON-DEPARTMENTAL	324.54
	12/24/21	HEALTH INS PREM	RECREATION	FIELD HOUSE	337.87
	12/24/21	HEALTH INS PREM	RECREATION	FIELD HOUSE	1,574.07
	12/24/21	HEALTH INS PREM	RECREATION	PARK AREAS	946.56
	12/24/21	HEALTH INS PREM	RECREATION	PARK AREAS	757.25
	12/24/21	HEALTH INS PREMIUM	PIR/TRUNKS	NON-DEPARTMENTAL	63.17
	12/24/21	HEALTH INS PREMIUM	PIR/TRUNKS	NON-DEPARTMENTAL	59.40
	12/24/21	HEALTH INS PREM	PIR/TRUNKS	SP ASSESS-ADMIN ESCROW	252.68
	12/24/21	HEALTH INS PREM	PIR/TRUNKS	SP ASSESS-ADMIN ESCROW	237.60
	12/24/21	HEALTH INS PREMIUM	IMPROVEMENT CONST	NON-DEPARTMENTAL	86.20
	12/24/21	HEALTH INS PREMIUM	IMPROVEMENT CONST	NON-DEPARTMENTAL	106.49
	12/24/21	HEALTH INS PREM	IMPROVEMENT CONST	RYANS RD-MCMILLAN TO 5	23.66
	12/24/21	HEALTH INS PREM	IMPROVEMENT CONST	RYANS RD-MCMILLAN TO 5	59.16
	12/24/21	HEALTH INS PREM	IMPROVEMENT CONST	W OXFORD-ELMWOOD TO PA	35.50
	12/24/21	HEALTH INS PREM	IMPROVEMENT CONST	W OXFORD-ELMWOOD TO PA	35.50
	12/24/21	HEALTH INS PREM	IMPROVEMENT CONST	OVERLAY PROGRAM	23.66
	12/24/21	HEALTH INS PREM	IMPROVEMENT CONST	BRISTOL-APEL TO END	23.66
	12/24/21	HEALTH INS PREM	IMPROVEMENT CONST	BRISTOL-APEL TO END	11.83
	12/24/21	HEALTH INS PREM	IMPROVEMENT CONST	CYNTHIA AVE-TOWER TO D	23.66
	12/24/21	HEALTH INS PREM	IMPROVEMENT CONST	APEL AVE-CLARY TO BRIS	11.83
	12/24/21	HEALTH INS PREM	IMPROVEMENT CONST	APEL AVE-CLARY TO BRIS	11.83
	12/24/21	HEALTH INS PREM	IMPROVEMENT CONST	HUMISTON AVE & 5TH AVE	35.50
	12/24/21	HEALTH INS PREM	IMPROVEMENT CONST	ELEANOR-SPRING-860 EAS	59.16
	12/24/21	HEALTH INS PREM	IMPROVEMENT CONST	ELEANOR-SPRING-860 EAS	35.50
	12/24/21	HEALTH INS PREM	IMPROVEMENT CONST	CLARY-FREDRICK-MCMILLI	23.66

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	12/24/21	HEALTH INS PREM	IMPROVEMENT CONST	8TH AV-9TH TO DEAD END	35.50
	12/24/21	HEALTH INS PREMIUM	WATER	NON-DEPARTMENTAL	153.42
	12/24/21	HEALTH INS PREMIUM	WATER	NON-DEPARTMENTAL	210.36
	12/24/21	HEALTH INS PREM	WATER	O-SOURCE WELLS & SPRNG	5.17
	12/24/21	HEALTH INS PREM	WATER	O-DISTR SUPER AND ENG	337.87
	12/24/21	HEALTH INS PREM	WATER	O-DISTR SUPER AND ENG	166.34
	12/24/21	HEALTH INS PREM	WATER	O-DISTR MISC	95.00
	12/24/21	HEALTH INS PREM	WATER	O-DISTR MISC	95.00
	12/24/21	HEALTH INS PREM	WATER	GENERAL ADMIN	50.68
	12/24/21	HEALTH INS PREM	WATER	GENERAL ADMIN	34.60
	12/24/21	HEALTH INS PREM	WATER	ADMIN OFFICE SUPPLIES	1.29
	12/24/21	HEALTH INS PREM	WATER	EMPLOYEE PENS & BENEFI	171.53
	12/24/21	HEALTH INS PREM	WATER	ACCTS-METER READING	227.05
	12/24/21	HEALTH INS PREM	WATER	ACCTS-METER READING	373.68
	12/24/21	HEALTH INS PREM	WATER	ACCTS-RECORDS & COLLEC	246.04
	12/24/21	HEALTH INS PREM	WATER	ACCTS-RECORDS & COLLEC	246.05
	12/24/21	HEALTH INS PREM	WATER	PROJECT #11	47.33
	12/24/21	HEALTH INS PREMIUM	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	271.33
	12/24/21	HEALTH INS PREMIUM	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	258.65
	12/24/21	HEALTH INS PREM	MUNICIPAL WASTEWAT	O-SOURCE SUPERVISION	227.05
	12/24/21	HEALTH INS PREM	MUNICIPAL WASTEWAT	O-SOURCE SUPERVISION	227.05
	12/24/21	HEALTH INS PREM	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	529.77
	12/24/21	HEALTH INS PREM	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	529.77
	12/24/21	HEALTH INS PREM	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	0.01
	12/24/21	HEALTH INS PREM	MUNICIPAL WASTEWAT	O-PURIFY MISC	19.32
	12/24/21	HEALTH INS PREM	MUNICIPAL WASTEWAT	O-PURIFY MISC	19.32
	12/24/21	HEALTH INS PREM	MUNICIPAL WASTEWAT	GENERAL ADMIN	40.54
	12/24/21	HEALTH INS PREM	MUNICIPAL WASTEWAT	GENERAL ADMIN	27.68
	12/24/21	HEALTH INS PREM	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	1.29
	12/24/21	HEALTH INS PREM	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	201.67
	12/24/21	HEALTH INS PREM	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	201.67
	12/24/21	HEALTH INS PREM	MUNICIPAL WASTEWAT	PROJECT #3	41.43
	12/24/21	HEALTH INS PREM	MUNICIPAL WASTEWAT	PROJECT #15	11.82
	12/24/21	HEALTH INS PREMIUM	ELECTRIC	NON-DEPARTMENTAL	844.95
	12/24/21	HEALTH INS PREMIUM	ELECTRIC	NON-DEPARTMENTAL	808.29
	12/24/21	HEALTH INS PREM	ELECTRIC	O-SOURCE GENERATION	31.80
	12/24/21	HEALTH INS PREM	ELECTRIC	O-DISTR UNDERGRND LINE	151.36
	12/24/21	HEALTH INS PREM	ELECTRIC	O-DISTR MISC	826.29
	12/24/21	HEALTH INS PREM	ELECTRIC	O-DISTR MISC	447.54
	12/24/21	HEALTH INS PREM	ELECTRIC	M-SOURCE STRUCTURES	65.17
	12/24/21	HEALTH INS PREM	ELECTRIC	M-SOURCE MISC	25.44
	12/24/21	HEALTH INS PREM	ELECTRIC	M-CISTR SUPER & ENG	60.27
	12/24/21	HEALTH INS PREM	ELECTRIC	M-CISTR SUPER & ENG	52.79
	12/24/21	HEALTH INS PREM	ELECTRIC	M-DISTR UNDERGRND LINE	411.68
	12/24/21	HEALTH INS PREM	ELECTRIC	M-DISTR UNDERGRND LINE	717.01
	12/24/21	HEALTH INS PREM	ELECTRIC	M-DISTR ST LITE & SIG	293.80
	12/24/21	HEALTH INS PREM	ELECTRIC	M-DISTR ST LITE & SIG	12.67
	12/24/21	HEALTH INS PREM	ELECTRIC	M-DISTR PLANT MISC	269.96
	12/24/21	HEALTH INS PREM	ELECTRIC	M-DISTR PLANT MISC	597.04
	12/24/21	HEALTH INS PREM	ELECTRIC	GENERAL ADMIN	246.65
	12/24/21	HEALTH INS PREM	ELECTRIC	GENERAL ADMIN	168.40
	12/24/21	HEALTH INS PREM	ELECTRIC	ADMIN OFFICE SUPPLIES	12.93
	12/24/21	HEALTH INS PREM	ELECTRIC	EMPLOYEE PENS & BENEFI	86.51
	12/24/21	HEALTH INS PREM	ELECTRIC	ACCTS-METER READING	175.91
	12/24/21	HEALTH INS PREM	ELECTRIC	ACCTS-METER READING	227.05
	12/24/21	HEALTH INS PREM	ELECTRIC	ACCTS-METER READING	0.01

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	12/24/21	HEALTH INS PREM	ELECTRIC	ACCTS-RECORDS & COLLEC	1,118.55
	12/24/21	HEALTH INS PREM	ELECTRIC	ACCTS-RECORDS & COLLEC	1,118.54
	12/24/21	HEALTH INS PREM	ELECTRIC	ACCTS-RECORDS & COLLEC	0.01
	12/24/21	HEALTH INS PREM	ELECTRIC	ACCTS-ASSISTANCE	193.16
	12/24/21	HEALTH INS PREM	ELECTRIC	ACCTS-ASSISTANCE	193.16
	12/24/21	HEALTH INS PREM	ELECTRIC	FA DISTR UNDRGRND COND	670.47
	12/24/21	HEALTH INS PREM	ELECTRIC	FA DISTR UNDRGRND COND	157.35
	12/24/21	HEALTH INS PREM	ELECTRIC	FA DISTR UNDRGRND COND	192.83
	12/24/21	HEALTH INS PREM	ELECTRIC	FA COMMUNICATION EQUIP	186.42
	12/24/21	HEALTH INS PREM	ELECTRIC	FA COMMUNICATION EQUIP	0.02
	12/24/21	HEALTH INS PREMIUM	LIQUOR	NON-DEPARTMENTAL	238.50
	12/24/21	HEALTH INS PREMIUM	LIQUOR	NON-DEPARTMENTAL	410.54
	12/24/21	HEALTH INS PREM	LIQUOR	O-GEN MISC	1,629.70
	12/24/21	HEALTH INS PREM	LIQUOR	O-GEN MISC	1,862.04
	12/24/21	HEALTH INS PREM	LIQUOR	O-GEN MISC	0.01
	12/24/21	HEALTH INS PREMIUM	AIRPORT	NON-DEPARTMENTAL	18.92
	12/24/21	HEALTH INS PREMIUM	AIRPORT	NON-DEPARTMENTAL	81.13
	12/24/21	HEALTH INS PREM	AIRPORT	O-GEN MISC	75.69
	12/24/21	HEALTH INS PREM	AIRPORT	O-GEN MISC	189.31
	12/24/21	HEALTH INS PREMIUM	DATA PROCESSING	NON-DEPARTMENTAL	75.68
	12/24/21	HEALTH INS PREMIUM	DATA PROCESSING	NON-DEPARTMENTAL	31.87
	12/24/21	HEALTH INS PREM	DATA PROCESSING	DATA PROCESSING	978.47
	12/24/21	HEALTH INS PREM	DATA PROCESSING	DATA PROCESSING	803.20
	12/24/21	BOMGAARS INS-DEC FOR JAN	HEALTH INS PLAN (T	NON-DEPARTMENTAL	378.42
	12/24/21	ESHLEMAN CREDIT FROM DEC C	HEALTH INS PLAN (T	NON-DEPARTMENTAL	618.10-
	12/24/21	SCHROEDER DIFFERENCE SINGL	HEALTH INS PLAN (T	NON-DEPARTMENTAL	743.31
			TOTAL:		94,144.94
PEPSI COLA BOTTLING CO OF PIPESTONE, M	12/24/21	MIX	LIQUOR	NON-DEPARTMENTAL	38.95
			TOTAL:		38.95
PHILLIPS WINE & SPIRITS INC	12/24/21	WINE	LIQUOR	NON-DEPARTMENTAL	1,185.00
	12/24/21	LIQUOR	LIQUOR	NON-DEPARTMENTAL	8,576.68
	12/24/21	WINE	LIQUOR	NON-DEPARTMENTAL	447.25
	12/24/21	LIQUOR	LIQUOR	NON-DEPARTMENTAL	7,013.80
	12/24/21	LIQUOR	LIQUOR	NON-DEPARTMENTAL	356.00
	12/24/21	WINE	LIQUOR	NON-DEPARTMENTAL	3,110.65
	12/24/21	MIX	LIQUOR	NON-DEPARTMENTAL	276.38
	12/24/21	LIQUOR	LIQUOR	NON-DEPARTMENTAL	15,077.31
	12/24/21	WINE	LIQUOR	NON-DEPARTMENTAL	2,093.50
	12/24/21	MIX	LIQUOR	NON-DEPARTMENTAL	333.80
	12/24/21	FREIGHT	LIQUOR	O-SOURCE MISC	16.90
	12/24/21	FREIGHT	LIQUOR	O-SOURCE MISC	96.73
	12/24/21	FREIGHT	LIQUOR	O-SOURCE MISC	21.99
	12/24/21	FREIGHT	LIQUOR	O-SOURCE MISC	105.57
	12/24/21	FREIGHT	LIQUOR	O-SOURCE MISC	92.34
	12/24/21	FREIGHT	LIQUOR	O-SOURCE MISC	205.76
	12/24/21	FREIGHT	LIQUOR	O-SOURCE MISC	64.20
			TOTAL:		39,073.86
REITH JOSEPH	12/24/21	UNIFORMS	GENERAL FUND	SECURITY CENTER	20.00
	12/24/21	UNIFORMS	GENERAL FUND	SECURITY CENTER	20.00
			TOTAL:		40.00
ROUND LAKE VINEYARDS & WINERY LLC	12/24/21	WINE	LIQUOR	NON-DEPARTMENTAL	216.00
	12/24/21	WINE	LIQUOR	NON-DEPARTMENTAL	450.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	12/24/21	WINE	LIQUOR	NON-DEPARTMENTAL	504.00
				TOTAL:	1,170.00
RUNNINGS SUPPLY INC-ACCT#9502440	12/24/21	SHOP SUPPLIES	WATER	O-DISTR MISC	18.87
	12/24/21	#206 UTILITY BOX CABLES	WATER	M-TRANS MAINS	9.40
	12/24/21	COLLECTION SHOP SUPPLIES	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	5.98
	12/24/21	GRAPHITE	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	1.99
	12/24/21	MAINTENANCE SUPPLIES	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	14.68
	12/24/21	POWER STRIP	ELECTRIC	O-DISTR MISC	39.99
				TOTAL:	90.91
RUNNINGS SUPPLY INC-ACCT#9502485	12/24/21	FUNNEL	GENERAL FUND	PAVED STREETS	12.98
	12/24/21	SAFETY MARKER	GENERAL FUND	ICE AND SNOW REMOVAL	45.80
	12/24/21	GLOVES	RECREATION	PARK AREAS	75.97
	12/24/21	TAP MACHINE	RECREATION	PARK AREAS	4.99
	12/24/21	BAR OIL	RECREATION	TREE REMOVAL	61.56
	12/24/21	TWINE	ELECTRIC	O-DISTR MISC	33.99
				TOTAL:	235.29
SCHWALBACH ACE HARDWARE-5930	12/24/21	FAN	GENERAL FUND	PAVED STREETS	44.99
	12/24/21	REMOTES	GENERAL FUND	ICE AND SNOW REMOVAL	29.98
	12/24/21	ICE MELT	GENERAL FUND	CENTER FOR ACTIVE LIVI	63.96
	12/24/21	SMALL TOOLS	RECREATION	SOCCER COMPLEX	20.17
	12/24/21	DUCT TAPE	RECREATION	PARK AREAS	8.99
	12/24/21	BEACH SWITCH	RECREATION	PARK AREAS	23.99
				TOTAL:	192.08
SCHWALBACH ACE #6067	12/24/21	SAMPLE SHIPPING	WATER	O-PURIFY MISC	17.55
	12/24/21	HEATER FOR HYDRANT BOXES	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	24.99
	12/24/21	MISC SUPPLIES	ELECTRIC	M-DISTR UNDERGRND LINE	28.99
	12/24/21	MISC. SUPPLIES	ELECTRIC	M-DISTR UNDERGRND LINE	31.26
				TOTAL:	102.79
SECURE BENEFITS SYSTEMS CORP	12/24/21	ADMIN FEE	GENERAL FUND	NON-DEPARTMENTAL	44.81
	12/24/21	ADMIN FEE	GENERAL FUND	NON-DEPARTMENTAL	46.14
	12/24/21	CHILD CARE	GENERAL FUND	NON-DEPARTMENTAL	1,504.58
	12/24/21	CHILD CARE	GENERAL FUND	NON-DEPARTMENTAL	1,504.58
	12/24/21	UNREIMBURSED MEDICAL	GENERAL FUND	NON-DEPARTMENTAL	1,304.85
	12/24/21	UNREIMBURSED MEDICAL	GENERAL FUND	NON-DEPARTMENTAL	1,355.66
	12/24/21	MONTHLY ADMIN FEE-DEC	GENERAL FUND	OTHER GEN GOVT MISC	20.00
	12/24/21	ADMIN FEE	RECREATION	NON-DEPARTMENTAL	2.25
	12/24/21	ADMIN FEE	RECREATION	NON-DEPARTMENTAL	1.80
	12/24/21	UNREIMBURSED MEDICAL	RECREATION	NON-DEPARTMENTAL	104.16
	12/24/21	UNREIMBURSED MEDICAL	RECREATION	NON-DEPARTMENTAL	83.33
	12/24/21	ADMIN FEE	IMPROVEMENT CONST	NON-DEPARTMENTAL	0.71
	12/24/21	ADMIN FEE	IMPROVEMENT CONST	NON-DEPARTMENTAL	0.59
	12/24/21	UNREIMBURSED MEDICAL	IMPROVEMENT CONST	NON-DEPARTMENTAL	22.13
	12/24/21	UNREIMBURSED MEDICAL	IMPROVEMENT CONST	NON-DEPARTMENTAL	27.34
	12/24/21	ADMIN FEE	WATER	NON-DEPARTMENTAL	5.10
	12/24/21	ADMIN FEE	WATER	NON-DEPARTMENTAL	5.21
	12/24/21	CHILD CARE	WATER	NON-DEPARTMENTAL	552.08
	12/24/21	CHILD CARE	WATER	NON-DEPARTMENTAL	552.08
	12/24/21	UNREIMBURSED MEDICAL	WATER	NON-DEPARTMENTAL	176.50
	12/24/21	UNREIMBURSED MEDICAL	WATER	NON-DEPARTMENTAL	181.71
	12/24/21	ADMIN FEE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	14.12
	12/24/21	ADMIN FEE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	14.05

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	12/24/21	CHILD CARE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	655.08
	12/24/21	CHILD CARE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	655.08
	12/24/21	UNREIMBURSED MEDICAL	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	499.60
	12/24/21	UNREIMBURSED MEDICAL	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	496.34
	12/24/21	ADMIN FEE	ELECTRIC	NON-DEPARTMENTAL	5.63
	12/24/21	ADMIN FEE	ELECTRIC	NON-DEPARTMENTAL	5.63
	12/24/21	CHILD CARE	ELECTRIC	NON-DEPARTMENTAL	758.33
	12/24/21	CHILD CARE	ELECTRIC	NON-DEPARTMENTAL	758.33
	12/24/21	UNREIMBURSED MEDICAL	ELECTRIC	NON-DEPARTMENTAL	177.60
	12/24/21	UNREIMBURSED MEDICAL	ELECTRIC	NON-DEPARTMENTAL	177.60
	12/24/21	ADMIN FEE	LIQUOR	NON-DEPARTMENTAL	6.75
	12/24/21	ADMIN FEE	LIQUOR	NON-DEPARTMENTAL	6.75
	12/24/21	UNREIMBURSED MEDICAL	LIQUOR	NON-DEPARTMENTAL	137.14
	12/24/21	UNREIMBURSED MEDICAL	LIQUOR	NON-DEPARTMENTAL	137.14
	12/24/21	ADMIN FEE	AIRPORT	NON-DEPARTMENTAL	0.73
	12/24/21	ADMIN FEE	AIRPORT	NON-DEPARTMENTAL	0.45
	12/24/21	UNREIMBURSED MEDICAL	AIRPORT	NON-DEPARTMENTAL	33.85
	12/24/21	UNREIMBURSED MEDICAL	AIRPORT	NON-DEPARTMENTAL	20.83
	12/24/21	ADMIN FEE	DATA PROCESSING	NON-DEPARTMENTAL	3.15
	12/24/21	ADMIN FEE	DATA PROCESSING	NON-DEPARTMENTAL	2.63
	12/24/21	UNREIMBURSED MEDICAL	DATA PROCESSING	NON-DEPARTMENTAL	165.91
	12/24/21	UNREIMBURSED MEDICAL	DATA PROCESSING	NON-DEPARTMENTAL	<u>141.79</u>
			TOTAL:		12,370.12
SHORT ELLIOTT HENDRICKSON INC	12/24/21	OLSON PARK TRAIL STUDY	GENERAL FUND	ECONOMIC DEVELOPMENT	2,203.35
	12/24/21	OKABENA DAM REVIEW	GENERAL FUND	OTHER GEN GOVT MISC	3,550.12
	12/24/21	OKABENA DAM REVIEW	GENERAL FUND	OTHER GEN GOVT MISC	4,270.77
	12/24/21	OXFORD ST RECON & TAP TRAI	IMPROVEMENT CONST	OXFORD STREET RECON	<u>8,472.96</u>
			TOTAL:		18,497.20
SMALL LOT MN LLC	12/24/21	WINE	LIQUOR	NON-DEPARTMENTAL	460.20
	12/24/21	LIQUOR	LIQUOR	NON-DEPARTMENTAL	574.02
	12/24/21	WINE	LIQUOR	NON-DEPARTMENTAL	1,440.04
	12/24/21	FREIGHT	LIQUOR	O-SOURCE MISC	18.00
	12/24/21	FREIGHT	LIQUOR	O-SOURCE MISC	<u>18.00</u>
			TOTAL:		2,510.26
SOUTHERN GLAZER'S WINE AND SPIRITS LL	12/24/21	LIQUOR	LIQUOR	NON-DEPARTMENTAL	14,177.10
	12/24/21	WINE	LIQUOR	NON-DEPARTMENTAL	1,184.00
	12/24/21	LIQUOR	LIQUOR	NON-DEPARTMENTAL	9,090.29
	12/24/21	MIX	LIQUOR	NON-DEPARTMENTAL	109.60
	12/24/21	WINE	LIQUOR	NON-DEPARTMENTAL	982.00
	12/24/21	LIQUOR	LIQUOR	NON-DEPARTMENTAL	7,523.74
	12/24/21	WINE	LIQUOR	NON-DEPARTMENTAL	1,290.00
	12/24/21	FREIGHT	LIQUOR	O-SOURCE MISC	181.61
	12/24/21	FREIGHT	LIQUOR	O-SOURCE MISC	33.30
	12/24/21	FREIGHT	LIQUOR	O-SOURCE MISC	1.85
	12/24/21	FREIGHT	LIQUOR	O-SOURCE MISC	158.17
	12/24/21	FREIGHT	LIQUOR	O-SOURCE MISC	9.25
	12/24/21	FREIGHT	LIQUOR	O-SOURCE MISC	26.82
	12/24/21	FREIGHT	LIQUOR	O-SOURCE MISC	129.50
	12/24/21	FREIGHT	LIQUOR	O-SOURCE MISC	<u>40.70</u>
			TOTAL:		34,937.93
THE GLOBE	12/24/21	SUBSCRIPTION	GENERAL FUND	SECURITY CENTER	62.10
	12/24/21	SUBSCRIPTION	GENERAL FUND	SECURITY CENTER	62.10

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	124.20
TRENTON J STOYKE	12/24/21	MATS	GENERAL FUND	GENERAL GOVT BUILDINGS	60.80
				TOTAL:	60.80
TRI-STATE RENTAL CENTER	12/24/21	WELDING GAS	ELECTRIC	O-DISTR MISC	72.89
				TOTAL:	72.89
TRITECH SOFTWARE SYSTEMS	12/24/21	ANNUAL MAINT. FEE 2022-LED	GENERAL FUND	NON-DEPARTMENTAL	39,359.23
				TOTAL:	39,359.23
UULINE	12/24/21	TRASH CAN, RECYCLING CAN	RECREATION	FIELD HOUSE	2,779.79
				TOTAL:	2,779.79
UAVST BROADBAND	12/24/21	INTERNET SERVICE	GENERAL FUND	FIRE ADMINISTRATION	96.10
	12/24/21	CAL INTERNET	GENERAL FUND	CENTER FOR ACTIVE LIVI	142.97
				TOTAL:	239.07
VEOLIA WATER NORTH AMERICA	12/24/21	CONTRACT OPERATIONS FEE-OC	INDUSTRIAL WASTEWA	O-PURIFY MISC	53,749.50
	12/24/21	CONCRACT OPERATIONS FEE-NO	INDUSTRIAL WASTEWA	O-PURIFY MISC	53,749.50
				TOTAL:	107,499.00
VERIZON WIRELESS	12/24/21	WIRELESS SERVICE	WATER	O-DISTR MISC	40.01
	12/24/21	WIRELESS SERVICE	WATER	O-DISTR MISC	41.25
	12/24/21	WIRELESS SERVICE	WATER	O-DISTR MISC	51.25
	12/24/21	WIRELESS SERVICE	WATER	O-DISTR MISC	24.15
	12/24/21	WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	40.01
	12/24/21	WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	41.25
	12/24/21	WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	41.25
	12/24/21	WIRELESS SERVICE	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	41.25
	12/24/21	WIRELESS SERVICE	ELECTRIC	O-DISTR SUPER & ENG	40.01
	12/24/21	WIRELESS SERVICE	ELECTRIC	O-DISTR SUPER & ENG	40.01
	12/24/21	WIRELESS SERVICE	ELECTRIC	O-DISTR SUPER & ENG	41.25
	12/24/21	WIRELESS SERVICE	ELECTRIC	O-DISTR SUPER & ENG	51.25
	12/24/21	WIRELESS SERVICE	ELECTRIC	O-DISTR MISC	41.25
	12/24/21	WIRELESS SERVICE	ELECTRIC	ADMIN OFFICE SUPPLIES	51.25
	12/24/21	WIRELESS SERVICE	ELECTRIC	ACCTS-METER READING	51.25
				TOTAL:	636.69
VETERINARY MEDICAL CTR PA	12/24/21	EUTHANASIA IR#21-5705	GENERAL FUND	POLICE ADMINISTRATION	195.00
	12/24/21	FOOD-WINSTON	GENERAL FUND	POLICE ADMINISTRATION	147.41
				TOTAL:	342.41
VINOCOPIA INC	12/24/21	LIQUOR	LIQUOR	NON-DEPARTMENTAL	347.11
	12/24/21	MIX	LIQUOR	NON-DEPARTMENTAL	240.00
	12/24/21	WINE	LIQUOR	NON-DEPARTMENTAL	1,424.00
	12/24/21	FREIGHT	LIQUOR	O-SOURCE MISC	38.75
				TOTAL:	2,049.86
VIVIAL INC.	12/24/21	DIRECTORY-FRONTIER COMM	WATER	ACCTS-RECORDS & COLLEC	42.88
	12/24/21	DIRECTORY-FRONTIER COMM	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	42.87
	12/24/21	DIRECTORY-FRONTIER COMM	ELECTRIC	ACCTS-RECORDS & COLLEC	85.75
				TOTAL:	171.50
WESCO RECEIVABLES CORP	12/24/21	STREET LIGHT WIRE	ELECTRIC	FA DISTR ST LITE & SIG	2,040.00
				TOTAL:	2,040.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
PHILLIP JAY WILLARDSON	12/24/21	SNOW REMOVAL	GENERAL FUND	CODE ENFORCEMENT	110.00
				TOTAL:	110.00
WINE MERCHANTS	12/24/21	WINE	LIQUOR	NON-DEPARTMENTAL	3,109.00
	12/24/21	WINE	LIQUOR	NON-DEPARTMENTAL	268.00
	12/24/21	WINE	LIQUOR	NON-DEPARTMENTAL	576.00
	12/24/21	FREIGHT	LIQUOR	O-SOURCE MISC	37.52
	12/24/21	FREIGHT	LIQUOR	O-SOURCE MISC	1.69
	12/24/21	FREIGHT	LIQUOR	O-SOURCE MISC	5.07
				TOTAL:	3,997.28
WORTHINGTON AREA UNITED WAY	12/24/21	PAYROLL WITHHOLDING	GENERAL FUND	NON-DEPARTMENTAL	22.89
	12/24/21	PAYROLL WITHHOLDING	GENERAL FUND	NON-DEPARTMENTAL	26.51
	12/24/21	PAYROLL WITHHOLDING	RECREATION	NON-DEPARTMENTAL	2.25
	12/24/21	PAYROLL WITHHOLDING	WATER	NON-DEPARTMENTAL	0.75
	12/24/21	PAYROLL WITHHOLDING	WATER	NON-DEPARTMENTAL	0.75
	12/24/21	PAYROLL WITHHOLDING	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	0.60
	12/24/21	PAYROLL WITHHOLDING	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	0.60
	12/24/21	PAYROLL WITHHOLDING	ELECTRIC	NON-DEPARTMENTAL	3.65
	12/24/21	PAYROLL WITHHOLDING	ELECTRIC	NON-DEPARTMENTAL	3.65
	12/24/21	PAYROLL WITHHOLDING	STORM WATER MANAGE	NON-DEPARTMENTAL	4.13
	12/24/21	PAYROLL WITHHOLDING	STORM WATER MANAGE	NON-DEPARTMENTAL	2.13
	12/24/21	PAYROLL WITHHOLDING	AIRPORT	NON-DEPARTMENTAL	4.13
	12/24/21	PAYROLL WITHHOLDING	AIRPORT	NON-DEPARTMENTAL	8.00
	12/24/21	PAYROLL WITHHOLDING	DATA PROCESSING	NON-DEPARTMENTAL	10.60
	12/24/21	PAYROLL WITHHOLDING	DATA PROCESSING	NON-DEPARTMENTAL	7.36
				TOTAL:	98.00
YMCA	12/24/21	2021 CONTRACT PAYMENT-DECE RECREATION		RECREATION PROGRAMS	4,635.00
				TOTAL:	4,635.00

===== FUND TOTALS =====

101	GENERAL FUND	179,897.09
202	MEMORIAL AUDITORIUM	1,255.82
229	RECREATION	52,469.16
321	PIR/TRUNKS	619.76
401	IMPROVEMENT CONST	18,584.44
431	AQUATIC CENTER FACILITY	1,466.60
601	WATER	29,663.37
602	MUNICIPAL WASTEWATER	260,544.82
604	ELECTRIC	19,345.80
605	INDUSTRIAL WASTEWATER	111,342.70
606	STORM WATER MANAGEMENT	2,543.12
609	LIQUOR	244,763.76
612	AIRPORT	34,651.74
702	DATA PROCESSING	2,591.57
703	SAFETY PROMO/LOSS CTRL	1,430.98
705	HEALTH INS PLAN (TPA)	503.63

GRAND TOTAL:	961,674.36
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