

**WORTHINGTON CITY COUNCIL
ANNUAL MEETING**

AGENDA

5:30 P.M. - Monday, January 23, 2023
City Hall Council Chambers

- A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**
- B. INTRODUCTIONS AND OPENING REMARKS**
- C. AGENDA ADDITIONS/CHANGES AND CLOSURE**
 - 1. Additions/Changes
 - 2. Closure
- D. PUBLIC HEARING - HEARING ON RESIDENTIAL PROPERTY TAX ABATEMENT (COMMUNITY DEVELOPMENT) CASE ITEM 1**
 - 1. Open Hearing
 - 2. Hearing Presentation
 - 3. Testimony
 - 4. Close Hearing
 - 5. Action on Hearing
- E. CONSENT AGENDA**
 - 1. CITY COUNCIL MINUTES (WHITE)
 - a. Regular City Council Meeting Minutes of January 9, 2023
 - 2. MINUTES OF BOARDS AND COMMISSIONS (PINK)
 - a. Heron Lake Watershed Board Meeting minutes of December 14, 2022
 - b. Public Arts Commission Meeting Minutes of December 13, 2022
 - 3. CITY COUNCIL BUSINESS (WHITE)
 - Case Item(s)
 - 1. Application for Exemption from Lawful Gambling Permit -

- Whitetails Unlimited Southwest MN Deer Camp Chapter
2. Application for Exemption from Lawful Gambling Permit - St. Mary's Church
3. Application for Exemption from Lawful Gambling Permit - Worthington Regional Health Care Foundation, Inc.
4. Senior Nutrition Program Site Use Agreement for the Center for Active Living

4. **BILLS PAYABLE (WHITE)**

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

F. CITY COUNCIL BUSINESS - PUBLIC SAFETY (TAN)

Case Item(s)

1. Introduction and Oaths of Office for Officer Miller and Kounlabout
2. Acceptance of Program Funds

G. CITY COUNCIL BUSINESS - ADMINISTRATION (WHITE)

Case Item(s)

1. Modifying Appointments to Authorized Signatories for the City of Worthington
2. Appointing Signatories for the City of Worthington for 2023
3. Professional Services Agreement - Restoration of Racquetball Courts at the Center for Active Living
4. Professional Services Agreement - Modification of one Racquetball Court into a Meeting Room at the Center for Active Living

H. CITY COUNCIL BUSINESS - PUBLIC WORKS (GREEN)

Case Item(s)

1. Adopt a Resolution Executing a State of Minnesota Grant

2. Approve Plans and Authorize Bids for Liquor Store Parking Lot

I. CITY COUNCIL BUSINESS - ENGINEERING (BLUE)

Case Item(s)

1. Delegated Contract Process (DCP) Agreement with the Minnesota Department of Transportation is Required for the City to Receive Federal Contract Payments

J. CITY COUNCIL BUSINESS - COMMUNITY DEVELOPMENT (GRAY)

Case Item(s)

2. Authorization to Advertise for Proposals

K. COUNCIL COMMITTEE REPORTS

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

L. CITY ADMINISTRATOR REPORT

M. ADJOURNMENT

**WORTHINGTON CITY COUNCIL
REGULAR MEETING, JANUARY 9, 2023**

The meeting was called to order at 7:00 p.m., in City Hall Council Chambers by Mayor Rick Von Holdt with the following Council Members present: Chad Cummings, Chris Kielblock, Amy Ernst, Larry Janssen, Alaina Kolpin (excused).

Staff present: Steve Robinson, City Administrator; Todd Wietzema, Public Works Director; Steve Schnieder, City Engineer; Hyunmyeong Goo, Assistant City Engineer; Mindy Eggers, City Clerk.

Others Present: Emma McNamee, The Globe.

The Pledge of Allegiance was recited.

AGENDA APPROVED WITH ADDITIONS/CHANGES

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

CONSENT AGENDA

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

- Regular City Council Meeting Minutes of December 2, 2022
- Public Arts Commission Meeting Minutes of December 13, 2023
- Annual Appointments as follows:
 - ▶ Designated the time and place of meetings as 5:30 p.m. starting January 23rd on the second and fourth Mondays of each month in City Hall Council Chambers, and special meetings shall be called as needed
 - ▶ Appointed Mindy Eggers as the City Clerk for the period January 1, 2023 through December 31, 2023 and Angela Thiner as the Assistant City Clerk for the same time period
 - ▶ Designated The Globe as the official newspaper for the publication of all matters required by law to be published
 - ▶ Annual Council Committee Appointments as presented
 - ▶ Appointed Jesse Flynn as the City Attorney and J. Vincent Jones as the Assistant City Attorney of Woods Fuller, for a one-year period from January 1, 2023 until December 31, 2023
- Application to conduct Off-Site Gambling - Currie Town & Country Boosters, Inc., for the date of March 29, 2023, at the Worthington Event Center
- Bills Payable Totaling \$2,410,181.81

ELECTION OF MAYOR PRO TEM

Section 2.02 of the Worthington City Charter states that at the Annual Meeting the City Council shall, from its number and by ballot, elect a Mayor Pro Tem who shall preside over the meetings of the City Council during the absence of the Mayor from the City, or upon the inability of the Mayor, from any cause, to discharge the duties of the office.

Following distribution of ballots and voting, the following votes were cast:

Council Member Cummings - 2
Council Member Kolpin - 0
Council Member Kielblock - 1
Council Member Ernst - 1
Council Member Janssen - 0

Following vote tabulation by the Clerk, Council declared Council Member Cummings as Mayor Pro Tem for 2023.

**AMENDMENT TO THE CROSS-CULTURAL ADVISORY COMMITTEE BY-LAWS
APPROVED**

Steve Robinson, City Administrator, said members of the Cross-Cultural Advisory Committee have requested an amendment to Article II, Section 2, "Membership Terms" of the bylaws. The current bylaws state that "All terms shall expire on the first day of January". It is requested to amend this to: "All terms shall expire on the first day of January except for the student representative which shall expire on September 1st".

A motion was made by Council Member Cummings, seconded by Council Member Ernst and unanimously carried to approve the amendment to the Cross-Cultural Advisory Committee By-Laws.

**THIRD READING AND ORDINANCE NO. 1193 TO AMEND TITLE III OF THE CITY
CODE OF WORTHINGTON, NOBLES COUNTY MINNESOTA - COUNCIL MEETING
TIME**

Pursuant to published notice this is the time and date set for the third reading of a proposed ordinance to Amend Title III of the City Code of Worthington, Nobles County, Minnesota - Council Meeting Time.

A complete copy of the ordinance was provided in your December 12, 2022 Council Agenda.

The motion was made by Council Member Cummings, seconded by Council Member Kielblock and unanimously carried to give a third reading and subsequently adopt the following ordinance:

ORDINANCE NO. 1193

AN ORDINANCE TO AMEND TITLE III OF THE CITY CODE OF WORTHINGTON, NOBLES COUNTY MINNESOTA - COUNCIL MEETING TIME

(Refer to Ordinance File for complete copy of Ordinance)

THIRD READING AND ORDINANCE NO. 1194 TO AMEND TITLE III OF THE CITY CODE OF WORTHINGTON, NOBLES COUNTY, MINNESOTA - MAYOR AND COUNCIL EXTRA MEETING COMPENSATION

Pursuant to published notice this is the time and date set for the third reading of a proposed ordinance to Amend Title III of the City Code of Worthington, Nobles County, Minnesota - Mayor and Council Extra Meeting Compensation.

A complete copy of the ordinance was provided in your December 12, 2022 Council Agenda.

The motion was made by Council Member Ernst, seconded by Council Member Janssen and unanimously carried to give a third reading and subsequently adopt the following ordinance:

ORDINANCE NO. 1194

AN ORDINANCE TO AMEND TITLE III OF THE CITY CODE OF WORTHINGTON, NOBLES COUNTY, MINNESOTA - MAYOR AND COUNCIL EXTRA MEETING COMPENSATION

(Refer to Ordinance File for complete copy of Ordinance)

THIRD READING AND ORDINANCE NO. 1195 TO AMEND CITY CODE TITLE XV, CHAPTER 150: BUILDING REGULATIONS TO ESTABLISH CHANGES TO RENTAL PROPERTY STANDARDS, INSPECTIONS, AND ENFORCEMENT - RENTAL HOUSING

Pursuant to published notice this is the time and date set for the third reading of a proposed ordinance to Amend City Code Title XV, Chapter 150: Building Regulations to Establish Changes to Rental Property Standards, Inspections, and Enforcement - Rental Housing.

A motion was made by Council Member Kielblock, seconded by Council Member Cummings and unanimously carried to give a third reading to following ordinance:

ORDINANCE NO. 1195

AN ORDINANCE TO AMEND CITY CODE TITLE XV, CHAPTER 150: BUILDING REGULATIONS TO ESTABLISH CHANGES TO RENTAL PROPERTY STANDARDS, INSPECTIONS, AND ENFORCEMENT - RENTAL HOUSING

(Refer to Ordinance File for complete copy of Ordinance)

APPROVAL OF POSITION GUIDELINES - CROSS-CULTURAL ADVISORY COMMITTEE PROJECT INTERN

Mr. Robinson said the Cross-Cultural Advisory Committee (CCAC) received a Rural Leadership Boost Grant from the Blandin Foundation to support local vision and spur dreamers and doers who move rural places forward.

The purpose of the CCAC grant is to create a pipeline of community members to city roles and elected positions that are more representative of Worthington's diverse population. The CCAC desires to decrease financial barriers for community members interested in pursuing careers in translation and interpretation, communications and community engagement by offering scholarships. The CCAC desires to be a successful entity that promotes equity and diversity in all measures pertaining to decision making spaces.

The Blandin Foundation approved a grant in the amount of \$50,000.00. The budget includes:

- \$9,600.00 paying CCAC members \$100.00 for attendance at monthly meetings for a period of up to one year,
- \$36,000.00 for two intern positions in flexible part time positions, and
- \$4,400.00 for educational opportunities including interpretation/translation certificates, community engagement and communication.

The terms of the grant specify that the City will be the fiscal agent with responsibility for ensuring compliance with the terms of the grant agreement. The interns will be employees of the City of Worthington and under the supervision of the City Administrator or designee. They will be required to regularly work in office space provided at City Hall and comply with all City personnel policies.

The guidelines for the intern positions including the Position Summary, Accountabilities, Essential Duties and Responsibilities, Peripheral Duties and Qualifications. The CCAC will participate in interviewing and selection of the interns.

A motion was made by Council Member Ernst, seconded by Council Member Cummings and unanimously carried to approve the Cross-Cultural Advisory Committee Project Intern position guidelines as presented.

APPROVAL OF POSITION GUIDELINES - COMMUNITY RELATIONS AND COMMUNICATIONS

Mr. Robinson said City Council approved the above position and budgeted for it during the second quarter of 2023. A summary of the position includes:

"This position engages and communicates accurate and relevant information to residents, businesses and media outlets in an inclusive and thoughtful manner across multiple communication platforms including social media, internet, print, video, radio and community-based information/education programs. Encourages residents to have their voices included and incorporated into the work of the City of Worthington. Develops marketing and communication strategies that amplifies the efforts, promotes a positive image, value, public service principles and core values of the City of Worthington. Advises, assists and serves as central point of contact for City departments with interpretation, translation and external communication."

The position has a Salary Grade of Non-Exempt 6 (N-6) in accordance with the City's Compensation Administration Guidelines. The N-6 salary grade has a minimum hourly wage of \$24.61.

A motion was made by Council Member Cummings, seconded by Council Member Ernst and unanimously carried to approve the Community Relations and Communications position guidelines.

NOMINATING COMMITTEE RECOMMENDATIONS FOR COMMITTEE APPOINTMENTS/REAPPOINTMENTS APPROVED

The Nominating Committee met on December 14, 2022 and are making the following recommendations for committee appointment:

Public Arts Commission

Re-appoint Zuby Jansen to a second three-year term, term to expire November 30, 2025

A motion was made by Council Member Kielblock, seconded by Council Member Janssen and unanimously carried to approve the recommendations for committee appointments and reappointments.

SUNSET PARK FISH CLEANING STATION PROFESSIONAL SERVICES AMENDMENT APPROVED

Todd Wietzema, Public Works Director, said staff received an amendment to the contract from Short Elliott Hendrickson, Inc, for final design services of the Sunset Parking Lot project. The amendment for final design services would include:

- Shelter for cleaning fish
- Fish grinder station
- Boat cleaning station

The original contract, approved by Council on December 28, 2021, only included the design of the parking area. The amended fee is \$14,471.00. The additional charges are eligible expenditures under

the Local Option Sales Tax funds.

A motion was made by Council Member Cummings, seconded by Council Member Ernst and unanimously carried to approve the amendment with Short Elliott Hendrickson in the amount of \$14,471.00.

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

Mr. Wietzema explained included in the Public Works preliminary 2024 budget is the purchase of a new 2024 single axle plow truck. Mr. Wietzema said the proposed truck will have a lead time of 16 to 24 months, depending on when we get the purchase order signed. The closer we get to 2024 the longer the lead time will be, due to the influx of new orders. Staff would like authorization to sign a purchase order for the new proposed truck before the final 2024 City of Worthington budget is approved. If changes need to be made to the 2024 budget, staff will transfer funds from other ERS reserves. The amount added to our 2024 ERS reserves for this truck purchase is \$39,517.00

A motion was made by Council Member Ernst, seconded by Council Member Cummings and unanimously carried to authorize staff to sign a purchase order for a new 2024 plow truck and associated equipment.

COUNTY DITCH 12 ANNUAL ASSESSMENT, SPLIT BETWEEN THE WASTEWATER TREATMENT PLANT DISCHARGE AND STORM WATER COLLECTION SYSTEM

Steve Schnieder, City Engineer, said the Nobles County Ditch Authority will be holding a meeting January 10, 2023 to approve the redetermined benefits for assessing the costs for maintaining County Ditch 12. The appraisers have determined that the City share of the benefit for the drainage system should be 73.5% of the total cost. This includes City stormwater drainage and an outlet fee for the wastewater treatment plant. Upon consideration of the consistent outlet flow for the wastewater plant in relationship to the flow for the ditch system designed storm event, it has been determined that an equitable split of the city share of the assessments for County Ditch 12 would be 20% to be paid by Public Utilities and 80% to be paid by the City Stormwater Assessment.

A motion was made by Council Member Ernst, seconded by Council Member Janssen and unanimously approve the County Ditch 12 maintenance assessment split.

COUNCIL COMMITTEE REPORTS

Mayor Von Holdt - Will be attending the childcare meeting at the Fieldhouse and the MN Mayor's Association is trying to schedule a meeting before Legislative Action Day.

Council Member Janssen - No report.

Council Member Ernst - No report.

Council Member Kielblock - No report.
Council Member Kolpin - No report.
Council Member Cummings - No report.

CITY ADMINISTRATOR REPORT

Mr. Robinson said the Finance Department is requesting extra meeting per diem be turned in monthly.

ADJOURNMENT

The motion was made by Council Member Kielblock, seconded by Council Member Cummings and unanimously carried to adjourn the meeting at 7:31 p.m.

Mindy L. Eggers, CMC
City Clerk

Minutes of the December 14th, 2022 HLWD Board Meeting

Present

- Board of Managers: Wayne Rasche, Jason Freking, Mark Bartosh, Cory Reith. Randy Lubben.
- HLWD Staff: Loretta Halbur, Davis Harder (virtual)
- ISG (virtual): Jacob Rischmiller
- Smith Partners: Louis Smith (virtual)
- Jackson County (virtual): Kelly Rasche
- Public: Dave Freking, Kent Freking, Kevin Stephens
- Virtual: Todd Kolander (DNR), Doug Goodrich (BWSR), Lloyd Kalfs, Brenda Keiser, Rockney Atz, Michael Hennen, Scott Rall, Joe ?, Tom Appel

Agenda

President Rasche called the meeting to order at 8:00am. Motion to approve the agenda, with the addition of “City of Fulda Tree Trimming” under District Business, made by Freking. Seconded by Lubben. Vote 5-0. Motion passed.

Minutes

Motion to approve the minutes of the November 16th regular meeting made by Freking. Seconded by Lubben. Vote 5-0. Motion passed.

Treasurer’s Report.

Halbur reviewed the treasurer’s report and bill payment. Discussion on renewing or buying out the Jeep Renegade lease when it is up in September 2023. Discussion on the Southwest Broadband bill. Motion to approve the treasurer’s report and bill payment made by Bartosh. Seconded by Lubben. Vote 5-0. Motion passed.

Motion to set the Southwest Broadband bill to autopayment, beginning with the January 2023 bill made by Lubben. Seconded by Reith. Vote 5-0. Motion passed.

CWP Loan 2022-03 (Jensen)

Discussion on the tabled Mike’s Mini Excavating invoice #2970 for \$2,828.46. The sump pump is to filter water that does not need to be treated by the new system, so the system works better and for longer. MPCA recommended approval. Motion to approve said invoice made by Rasche. Seconded by Freking. Vote 5-0. Motion passed.

2023 Meeting and Holiday Schedule

Discussion on the 2023 schedules. Motion to approve the two schedules, with changing the February 15th meeting date to February 8th, made by Rasche. Seconded by Freking. Vote 5-0. Motion passed.

Horn Easement

Louis Smith provided and update on the purchase agreement with the Horn’s. He had been in communication with the DNR about permit exempt status with the dam. He read the November 28, 2022 email from Todd Kolander:

“DNR Dam Safety Engineer Jason Boyle is the correct DNR contact for this request. Jason Boyle indicated he had previously responded to the HLWD on the Seward 21 structure, indicating the dam would not be exempt from permit requirements as there is the potential for loss of life due to a local road downstream of the dam. The permit transfer decision for the Dam is based on the condition of the dam and the financial capabilities of the new owner. If the dam goes from the HLWD to a private party, the dam cannot be transferred from the private party to DNR or any other governmental unit without a legislative report.

For these reasons, DNR would discourage governmental entities such as the HLWD from transferring dams to private owners. If you have other follow-up questions, please get in touch with Jason Boyle on this request.

Smith noted that Mr. Kolander's may have mischaracterized the HLWD's earlier conversation with Jason Boyle.

Scott Rall spoke on the conversations he's had with his contacts at the DNR and Pheasant's Forever. He is swiftly working for the HLWD to get a letter from the DNR that has clear language that is explicitly "committal" with "no grey areas" to ensure the DNR would accept the transfer of ownership of the dam from HLWD. As the matter stands, the Horn's will be selling their property to Pheasant's Forever, and then Pheasant's Forever will transfer ownership to the DNR.

Mr. Rall asked if they could move forward with a purchase agreement if it had it had a paragraph that included contingency language based potential letter from the DNR. Smith and the Board were agreeable to that option. The Board thanked Mr. Rall for his work behind the scenes with the DNR.

Motion to direct counsel to prepare a purchase agreement with the explicit condition that the agreement was contingent on clear DNR communication about the transfer of dam ownership, made by Rasche. Seconded by Freking. Vote 5-0. Motion passed.

City of Fulda Tree Trimming

The City of Fulda reached out to Manager Reith about tree trimming on the northwest side of the lake, near St. Gabriel's church, in the summer of 2023. The HLWD previously helped the City of Fulda with tree trimming through a grant with the Conservation Corps. Manager Bartosh provided insight on the process and what could be done. The reduction in HLWD technical staff may cause some restrictions on the district's ability to help. The Board directed staff to send any information to the City of Fulda to help them with their project.

Public Drainage System Updates

- Approve invoices to Jackson County
 - Discussion on the JD 14 and JD 3 pay applications. Motion to approve invoices to Jackson County made by Freking. Seconded by Lubben. Vote 5-0. Motion passed.
- Project 2
 - The Final Engineer's Report (FER) was submitted by ISG on November 28, 2022. ISG also submitted the report to the DNR and BWSR on HLWD's behalf. The DNR sent their comments December 12, 2022. BWSR has not submitted any comments yet. The Viewer's Report has not been submitted yet. The Board will set a hearing date at the January meeting, contingent on the Viewer's Report.
- JD 36
 - Jacob Rischmiller of ISG provided an update. Jensen Excavating was hoping to finish leftover punchlist items in December, but recent snow events prevented them from working on them. They will return in the spring, before planting, to finish the items. Manager Rasche noted that the crop insurance date is April 11, so it would be best for the crew to finish before then.
 - The Board and legal counsel reviewed Resolution 2022-05: Establishment of Improvement Project Assessment Roll for Judicial Ditch 36, submitted by Kelly Rasche, Jackson County Drainage Coordinator. Ms. Rasche mentioned that the estimated cost of \$675,000 noted in the resolution is about \$10,000 more than the number ISG provided for final costs, to ensure any extra expenses may be covered. The interest rate of 4.35% is based on the last bond the county got.

Motion to approve Resolution 2022-05 made by Freking. Seconded by Lubben. Vote 5-0. Motion passed

- JD 14
 - Change Order #2 – Noomen Excavating reduced the original contract (with Dirt Proz) estimate on a side slope repair and reduced the price from \$15.00/foot to \$7.50/foot. Manager Rasche asked Rischmiller who fixes future sloughing? Rischmiller responded that it's dependent on the section of slope, which contractor did the work, and if it was contractor control or unforeseen issues (i.e. weather). Manager Rasche also asked Ms. Rasche and Rischmiller to keep triple checking their documentation with the repairs on this.
Motion to approve Change Order #2 on the 2022 Repairs for JD 14 made by Freking. Seconded by Lubben. Vote 5-0. Motion passed.
 - Change Order #3 – there was televising that ISG could not do because of sedimentation issues. They were finally able to televise and found three spot repairs; two tile deflections and one tile delamination. Noomen is hopeful to get the repairs done before the deep freeze. ISG is going to take a chunk of delaminated tile back to the manufacturer to understand what happened.
Motion to approve Change Order #3 on the 2022 Repairs for JD 14 made by Reith. Seconded by Freking. Vote 5-0. Motion passed.
- JD 3
 - Rischmiller provided an update. He is working with Louis Smith and Chuck Holtman on questions with the Northwater contract. They are hopeful to get the small issues ironed out and signed soon. There are some repairs needed in the constructed ponds and at the outlet, but the first snow event prevent DMI from getting it done properly and satisfactorily. Bid Pack 2 is completed but waiting for seed establishment. That bid package will be able to closeout next year.
 - Rockney Atz was virtually present and seemed to have a question. Despite multiple attempts to unmute him, Rischmiller said he would follow up with him after the meeting.
- CD 3
 - Kelly Rasche reviewed the assessment calculation for Alba Grain with the board (see attachment). The Board was comfortable with the calculations and thanked Ms. Rasche for her hard work on this issue.

Adjourn

Motion to adjourn made by Lubben. Seconded by Freking. Vote 5-0. Motion passed.
Meeting adjourned at 9:20am.

Respectfully submitted,
Cory Reith
Board Secretary

Minutes
Worthington Public Arts Commission
December 13, 2022
5:15 PM
Worthington City Hall

The meeting was called to order at 5:12 PM by Chair Cheryl Avenel-Navara.

The following members were in attendance: Larry Jansen, Brett Lehman, Susan Middagh, Blake Regnier and Cheryl Avenel-Navara. A quorum was established. Gail Holinka also attended.

Gail requested that the estimate for repairing the turtle mural be added to the agenda. Brett requested the potential for WPAC to donate funds to the Amelia project be added to the agenda. Both items were added.

The agenda with the additional items was accepted.

The minutes of the November 15, 2022 meeting were approved on a motion by Susan, seconded by Brett and approved unanimously.

The Financial Report: As per conversation between Todd W and Cheryl, it was learned that the balance of the WPAC budget may be carried into 2023. Cheryl reported that the current budget balance is \$4,321.50. Brett moved that the report be approved as presented. Larry seconded the motion which passed unanimously.

The following old business was discussed: The first item of old business concerned drafting language to be added to the Policies and Procedures reflecting the November discussion. This was tabled to a later date.

The second item concerned signage for the most recent public arts project. The committee proposed purchasing multiple signs stating: **GATHER TOGETHER IN UNITY & PEACE** in the various languages spoken in Worthington. (Could be gathered from District 518 or another agency). The signs would be posted along the bike path or adjacent to the benches/flower pots/musical instruments. Signage would also have to include SMAC funding acknowledgement, Lead Artists Agnes Alsgaard-Lien and Gail Holinka, Emerging Artists: Erika Hernandez, Priscillia Marroquin, Julian Vela, Morgan Shaffer, Planter Construction Dave Holinka. Susan moved with a second by Blake to approve the naming of the space: Gather Together in Unity & Peace, and to pursue the design and purchase of the signs. The motion was approved unanimously.

The third item of old business concerned working with or encouraging others to pursue a SMAC grant to secure entertainment at the Farmer's market during the summer to encourage more attendance. Discussion took place with a concern about previous groups performing and receiving cease and desist orders. This conversation will be ongoing.

New Business

The following new business was discussed:

SMAC will be hosting an Arty Party in Nobles County (Worthington) on January 19, 2023. The location is to be determined. Discussion was held on venue (Forbidden Barrell, Memorial Auditorium, The Nobles County Art Center; local artists; food vendors; time. Cheryl will pass along our input to Nicole DeBoer at SMAC.

Gail presented an Itemization of the costs for repairing the Turtle mosaic mural at Sailboard Beach. The original cost of this piece of art was \$2500 in 2008 (including artist fees). Brett moved that WPAC pay for the materials and any labor costs incurred during 2022 submitted by the end of December 2022. Susan seconded the motion which carried.

There was no further business.

There were no Announcements

There being no further business to discuss, the meeting was adjourned at 6:18 PM on a motion by Blake seconded by Brett and approved.

The next meeting will be January 10, 2023, at 5:15 PM.

Respectfully submitted
Cheryl Avenel-Navara and Blake Regnier

PUBLIC SAFETY MEMO

DATE: JANUARY 23, 2023

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

CASE ITEMS

1. INTRODUCTION AND OATHS OF OFFICE FOR OFFICER MILLER AND KOUNLABOUT

Destini Miller and Sidney Kounlabout joined our Worthington Police Department team in 2022.

Destini grew up in South Dakota and graduated from the Marion High School, in 2019. After high school, she attended and graduated from Minnesota West, in 2022, with a degree in Law Enforcement. Destini started with WPD in September and is currently working full-time shifts for the department.

Sidney grew up in the Worthington area and graduated from the Adrian High School, in 2014. After high school, he attended and graduated from Minnesota West, in 2020, with a degree in Law Enforcement. Sidney started with WPD in September and is currently working full-time shifts for the department.

Tonight, Officer Miller and Officer Kounlabout will take their officer oaths and will be officially welcomed to the Worthington Police Department.

2. ACCEPTANCE OF PROGRAM FUNDS

Cynthia Russell generously donated \$50 to the Worthington Police Department. The donation will be placed in Police Program Reserves and will be utilized to contribute to a public safety equipment purchase.

Council action is requested to adopt a resolution (*Exhibit 1*) accepting the \$50 donation.

RESOLUTION NO. _____**A RESOLUTION ACCEPTING A DONATION OF FUNDS**

WHEREAS, the City of Worthington has been notified that Cynthia Russell, hereinafter “Donor” desired to donate funds to the City; and

WHEREAS, Donor has placed the following restrictions upon the fund distribution: \$50 to be used to purchase public safety equipment.

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 23rd day of January, 2023, 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

Rick Von Holdt, Its Mayor

ATTEST: _____
Mindy Eggers, Its Clerk

ADMINISTRATIVE SERVICES MEMO

DATE: JANUARY 20, 2023

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

CONSENT AGENDA CASE ITEMS

1. The Whitetails Unlimited Southwest MN Deer Camp Chapter, has submitted an Application for Exemption from Lawful Gambling as follows:

Organization:	Whitetails Unlimited Southwest MN Deer Camp Chapter
CEO:	Chris Petersen
Type of Event:	Raffle
Date & Location of Event:	February 25, 2023 Worthington Elk's Lodge #2287 1105 Second Avenue

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 Whitetails Unlimited Southwest MN Deer Camp Chapter.

2. St. Mary's Church, has submitted an Application for Exemption from Lawful Gambling as follows:

Organization:	St. Mary's Church
CEO:	Father James Callahan
Type of Event:	Raffle
Date & Location of Event:	March 26, 2023 St. Mary's Church 1215 7 th Avenue

The application (included as ***Exhibit 2***) 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 St. Mary's Church.

3. The Worthington Regional Health Care Foundation, Inc., has submitted an Application for Exemption from Lawful Gambling as follows:

Organization:	Worthington Regional Health Care Foundation, Inc.
CEO:	Jeffrey J. Rotert
Type of Event:	Raffle
Date & Location of Event:	July 17, 2023 Greatlife Worthington Golf 851 W. Oxford Street

The application (included as *Exhibit 3*) 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 Regional Health Care Foundation, Inc.

4. **SENIOR NUTRITION PROGRAM SITE USE AGREEMENT FOR THE CENTER FOR ACTIVE LIVING**

Exhibit 4 is a site use agreement between the City of Worthington and Lutheran Social Services for congregate dining and home-delivered meals service for area seniors for 2023.

Council action is requested to approve the Site Use Agreement for the Center for Active Living.

CASE ITEMS

1. **MODIFYING APPOINTMENTS TO AUTHORIZED SIGNATORIES FOR THE CITY OF WORTHINGTON**

Banking institutions require resolutions approved by governing bodies, to make changes to position titles and authorized personnel to sign on City checking and investment accounts.

Rolling Hills Bank and Trust still has the previous retired Finance Director, Brian Kolander, on the signature card for the Certificate of Deposit held at this institution. It is recommended that Brian Kolander is taken off the account and Michelle Ridd, Assistant Finance Director is added. Currently Debra Olsen, Finance Director, is also a signer on this account.

Bank of the West currently has Debra Olsen, Finance Director, as the only signer on the Certificate of Deposit and the Money Market accounts. It is recommended to add the

additional signer, Michelle Ridd, Assistant Finance Director to these accounts.

Council action is requested to adopt the resolution shown in *Exhibit 5* designating the changes previously stated for the new signers on the above accounts at the specific financial institutions.

2. APPOINTING SIGNATORIES FOR THE CITY OF WORTHINGTON FOR 2023

The policy of the Worthington City Council is to make annual appointments to assign individuals as corporate signers for the city government each year.

Each check or draft must contain a signature of the Mayor, City Clerk, and Finance Director.

Council action is requested to adopt the resolution shown in *Exhibit 6* designating the signers as the Mayor, City Clerk and Finance Director for 2023.

3. PROFESSIONAL SERVICES AGREEMENT - RESTORATION OF RACQUETBALL COURTS AT THE CENTER FOR ACTIVE LIVING

The racquetball courts at the Center for Active Living (CAL) experienced significant water damage to the floors, walls and ceilings stemming from roof leakage that occurred earlier in 2022. This area of the building was re-roofed in the latter part of 2022. The repair work is intended to fully restore both racquetball courts to their original condition. Restoration work, along with architectural and engineering professional services, is covered under the City's League of Minnesota Cities Insurance Trust (LMCIT) policy. Included as *Exhibit 7* is a proposal from the City's architect, Short Elliott Hendrickson. The scope of work includes design, bidding and construction administration services.

Representatives of LMCIT have reviewed and approved the scope of work and lump sum fee of \$15,800.00 submitted by the architectural firm.

Council action is requested to approve the professional services agreement.

4. PROFESSIONAL SERVICES AGREEMENT - MODIFICATION OF ONE RACQUETBALL COURT INTO A MEETING ROOM AT THE CENTER FOR ACTIVE LIVING

Popularity of racquetball has waned in recent years giving rise to the opportunity to convert one of the restored racquetball courts into much needed meeting space. These modifications will be completed in a manner that may allow conversion back to a fully functional racquetball court in the future should popularity of this sport pick up once again. This work, along with the proposed professional services, is not covered by the City's insurance and will be paid with undesignated, unreserved funds.

The modifications include:

Administrative Services Memo

January 9, 2023

Page 4

- Carpeted flooring over the newly installed court surface,
- Installation of acoustical wall panels,
- Suspended acoustical ceiling system,
- Installation of lighting, power and data, and
- Modifications of the existing HVAC systems.

The scope of work proposed by Short Elliott Hendrickson includes architectural, electrical and HVAC design services; bidding and construction administration services. The professional services will be performed for a lump sum fee of \$14,800.00. The professional services agreement is included as ***Exhibit 8***.

Council action is requested to approve the professional services agreement.

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: Whitetail Unlimited
Southeast MN Deer Camp Chapter

Previous Gambling Permit Number: X- 94157-22-005

Minnesota Tax ID

Federal Employer ID

Number, if any: _____

Number (FEIN), if any: _____

Mailing Address: 17725 Nine Caves Dr

City: Spring Grove State: MN Zip: 55974 County: Houston

Name of Chief Executive Officer (CEO): Chris Peterson

CEO Daytime Phone: _____

CEO Email: cpeterson@whitetailunlimited.com

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal

☐ Religious

☐ Veterans

☒ Other Nonprofit Organization

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

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

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:

www.sos.state.mn.us

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 Edg Lodge 2287

Physical Address (do not use P.O. box): 1105 2nd Ave

Check one:

☐ City: Worthington

Zip: 56187

County: Nobles

☐ Township: _____

Zip: _____

County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): Saturday, February 25 2023

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: Chris Peterson Date: 1/12/2023
(Signature must be CEO's signature; designee may not sign)

Print Name: Chris Peterson**REQUIREMENTS****Complete a separate application for:**

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

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS**Mail application with:**

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

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

Questions?

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

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

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

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

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

An equal opportunity employer

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

4/22
Page 1 of 4

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: St Mary's Church Previous Gambling Permit Number: X- X-53610-22-602

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

Mailing Address: 1215 7th Ave

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

Name of Chief Executive Officer (CEO): Father James Callahan

CEO Daytime Phone: _____ CEO Email: stmaryschurchworthington@gmail.com
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☒ Religious ☐ Veterans ☐ Other Nonprofit Organization

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

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

- ☐ **A current calendar year Certificate of Good Standing**
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
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): St Mary's Church

Physical Address (do not use P.O. box): _____

Check one:
☒ City: 1215 7th Ave, Worthington, MN Zip: 56187 County: Nobles
☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): March 26, 2023

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: *Jim Callahan* Date: 1-6-23
(Signature must be CEO's signature; designee may not sign)

Print Name: FR. Jim CALLAHAN

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.

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 Regional Health Care Foundation, Inc. Previous Gambling Permit Number: X-94792-22-002

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

Mailing Address: 700 2nd Avenue

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

Name of Chief Executive Officer (CEO): Jeffrey J. Rotert

CEO Daytime Phone: _____ CEO Email: wrhcf@outlook.com
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

- ☒ **A current calendar year Certificate of Good Standing**
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
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): GreatLife Worthington Golf

Physical Address (do not use P.O. box): 851 W. Oxford Street

Check one:

☒ City: Worthington Zip: 56187 County: Nobles

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 07/17/23

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: _____ Date: 11/7/23

(Signature must be CEO's signature; designee may not sign)

 Print Name: Jeffrey J. Rotert
REQUIREMENTS
Complete a separate application for:

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

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS
Mail application with:

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

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

Questions?

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

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

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

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

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

**LSS MEALS
SITE USE AGREEMENT – 2023**

This site use agreement has been prepared for the purpose of defining the rules of the agencies involved in the development and operation of the Nutrition Program in Worthington.

This agreement made this ____ day of _____ 2023, by and between Worthington Center of Active Living, hereafter referred to as the Company and LSS Meals, 3101 S Frontage Road, Suite 100, City of Moorhead and the State of Minnesota, hereafter called the Nutrition Program, in consideration of costs, covenants and agreements herein reserved and contained, do hereby agree each with the other as follows:

1. All correspondence regarding this agreement will be between the Senior Director or Assistant Directors and the Worthington Center of Active Living.
2. The Nutrition Program agrees and shall abide, conform to and comply with all the laws of the United States and the State of Minnesota, and all of the ordinances of the City of Worthington, Minnesota, together with all the rules and requirements of the Police and Fire Department of the City of Worthington, Minnesota. In addition, all rules and regulations by the Minnesota Department of Health will be complied with. A restaurant license, if required, will be procured annually by the Nutrition Program. The Company agrees to arrange for an annual fire inspection and notify the Nutrition Program of results. Fire inspecting must be completed by professionally trained personnel.
3. Subject to the terms and conditions hereof, the Company grants to the Nutrition Program the right to use the Facilities solely for the Permitted Use. Permitted Use shall mean any use or action necessary for, in connection with, incidental to, or convenient for the preparation, storage, and serving of meals through the LSS Meals program. The Nutrition Program shall be permitted to use the Facilities on the following days/times:

4. The closing of sites on holidays will be determined by the Nutrition Program and the Company.
5. The Nutrition Program agrees to restore community facilities to ordinary cleanliness after use. Ordinary cleanliness is defined as leaving facilities in the same condition as they were prior to entering. Notwithstanding this undertaking, basic custodial services such as floor maintenance, window washing, cleaning of rest rooms, washing and/or painting of walls, snow and ice removal and all other general maintenance, reasonable inspection and repairs to the interior and exterior of the facilities are the responsibility of the building owner.

6. Insurance:

The Company's responsibility: During the term of the agreement, the Company shall maintain at its expense, specific insurance coverages with companies licensed to do business in the state of MN as follows:

- **General Liability** with respect to its use and occupancy of the premises with limits of liability of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate.
- **Property Coverage** which protects against loss by fire, lightning, and other risk customarily covered by standard extended coverage endorsement in amounts of not less than the full replacement cost of the Building, without deduction for depreciation.
- **Professional and Sexual /Physical Misconduct Liability** for the Company's staff with limits of \$1,000,000 each occurrence and \$3,000,000 aggregate.

The Company shall annually furnish The Nutrition Program with Certificates of Insurance outlining these coverages and naming the Nutrition Program as an Additionally Insured and a Certificate Holder as follows:

The Nutrition Program's responsibility: During the term of the agreement, The Nutrition Program shall maintain at its expense, specific insurance coverages with companies licensed to do business in the state of MN as follows:

- **General Liability** with respect to its use and occupancy of the premises with limits of liability of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate.
- **Worker's Compensation** limits at state required levels for all Nutrition Program staff serving at Worthington.
- **Contents Insurance:** For any kitchen equipment owned by the Nutrition Program, coverage shall be in place in the amount of the full insurable replacement value. Exhibit A is a list of all the Nutrition Program - owned equipment (if applicable) located on the Premises as of the date of this Agreement.
- **Professional and Sexual Misconduct Liability** for the Nutrition Program's staff with limits of \$1,000,000 each occurrence and \$3,000,000 aggregate.

7: Indemnification: To the extent such waiver does not void or diminish the coverage under any policy, The Company and The Nutrition Program hereby waive any rights each may have against the other on account of any loss or damage sustained by either party, as the case may be, or their respective property, to the extent such loss or damage is covered by insurance carried by either party.

All personal property, equipment and fixtures kept, stored or maintained on the Premises shall be at the sole risk of The Nutrition Program. The Nutrition Program hereby forever waives and releases Company from any claims for loss or damage of any kind whatsoever to such personal property, equipment and fixtures, except to the extent such claims may arise or result from the negligence or wrongful acts of the Company or its employees, agents, invitees or contractors. Except for any negligent or intentional or reckless act or failure to act of The Company, its agents, employees, guests, invitees or contractors, or failure on the part of Company to perform its covenants or agreements under this agreement, The Nutrition Program shall indemnify and hold harmless The Company against all liabilities, damages, claims, costs and other expenses, including reasonable attorneys' fees, which may be imposed upon, incurred by, or asserted

against The Company by reason of any damage or injury to person or property adjudicated to be the fault of The Nutrition Program or its agents or employees.

8. The Company agrees to maintain, inspect, and repair and to assume sole financial responsibility for the facility due to mechanical and electrical problems. The Company agrees to have all fire extinguishers inspected yearly by a licensed inspector at company expense. A dated and signed tag must be placed on each extinguisher.

9. In the event of a disaster, the Company agrees to allow the Nutrition Program to use facilities for the preparation, serving and distribution of meals/food and in an extreme disaster for housing of disaster victims.

10. The Company acknowledges and agrees that the Permitted Use benefits the Company's community population, that the Nutrition Program has undertaken this program at the Nutrition Program's expense. The Nutrition Program agrees to pay a yearly fee of \$5 per serving day, to help offset the costs of operation. Payment will be made on a monthly basis.

11. In the event the Nutrition Program or the Company must cancel all or part of the terms of this agreement, the Company and the Nutrition Program will provide the other agency a 60 day notice in writing. Upon written receipt by the Company from LSS, this agreement is subject to immediate termination by the Nutrition Program should federal, state, or local dollars be reduced or withdrawn.

12. The Company agrees to allow the Nutrition Program use of the facility kitchen/dining areas for the term of January 1, 2023 to December 31, 2023, to be used as a nutrition site for seniors. **This agreement will renew annually unless notified by the Nutrition Program.** Any changes will be made with amendments agreeable to both parties.

13. Other: _____

14. **For Housing Projects only:** Please provide your tenant ratio of under 60 years of age _____% and over 60 year of age _____%.

FACILITY OWNER/OPERATOR

E-mail

RESOLUTION NO. _____

**A RESOLUTION MODIFYING APPOINTMENTS TO CORPORATE AUTHORIZED
SIGNATORIES FOR THE CITY OF WORTHINGTON**

WHEREAS, it is the policy of the Worthington City Council to make appointments to assign individuals as corporate authorized signatories for the city government at various financial institutions, and

WHEREAS, these individuals are authorized as signatories on various deposit accounts on behalf of the City of Worthington, and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Worthington establishes the following:

1. Rolling Hills Bank and Trust still has the previous retired Finance Director, Brian Kolander, on the signature card for the Certificate of Deposit held at this institution. It is recommended that Brian Kolander is taken off the account and Michelle Ridd, Assistant Finance Director is added. Currently Debra Olsen, Finance Director, is also a signer on this account.
2. Bank of the West currently has Debra Olsen, Finance Director, as the only signer on the Certificate of Deposit and the Money Market accounts. It is recommended to add the additional signer, Michelle Ridd, Assistant Finance Director to these accounts.

ADOPTED by the Worthington City Council this 23rd day of January, 2023.

(SEAL)

CITY OF WORTHINGTON

Rick Von Holdt, Mayor

ATTEST: _____
Mindy L. Eggers, City Clerk

RESOLUTION NO. _____

**A RESOLUTION MAKING APPOINTMENTS TO CORPORATE AUTHORIZED
SIGNATORIES FOR THE CITY OF WORTHINGTON FOR THE YEAR 2023**

WHEREAS, it is the policy of the Worthington City Council to make annual appointments to assign individuals as corporate authorized signers for the city government at the beginning of each year, and

WHEREAS, these individuals are authorized to sign approved checks and drafts on behalf of the City of Worthington, and

WHEREAS, to insure quality control three signatures are required on each check or draft.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Worthington establishes the following:

1. That the following persons are appointed by the City Council to serve as the corporate authorized signers provided that each check or draft contain a signature of the Mayor, City Clerk, and Finance Director for the year 2023:

Mayor	Rick Von Holdt
City Clerk	Mindy Eggers
Finance Director	Debra Olsen

2. That such appointment shall take effect on the date thereof and shall continue for the year or until such time as a successor is appointed by the City Council.

ADOPTED by the Worthington City Council this 23rd day of January, 2023.

(SEAL)

CITY OF WORTHINGTON

Rick Von Holdt, Mayor

ATTEST: _____
Mindy L. Eggers, City Clerk



Building a Better World
for All of Us®

January 6, 2023

RE: Exhibit A-1 Professional Services Fee
Proposal for Center for Active Living
Racquetball Court Restoration

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

Dear Mr. Robinson:

Thank you for the opportunity to submit this Proposal for Professional Services for the Center for Active Living Racquetball Court Restoration Project. Short Elliott Hendrickson Inc. (SEH) is pleased to present you with the following professional services fee proposal for the above referenced project. This proposal is based on providing design, bidding and construction administration services on a lump-sum fee basis.

Project Understanding

It is our understanding, based on information provided to date, that the Center for Active Living recently had a roof leak that caused significant damage to two racquetball courts. The City of Worthington would like to develop design documents for the restoration of the two racquetball courts. Restoration will include replacement of interior wall, ceiling and floor finishes and interior doors. Existing lighting systems will be evaluated and reused or replaced.

Scope of Services

Our Scope of Services, as outlined below, includes architectural, electrical engineering and project management services.

Design Phase

The following services will be provided during the Design Phase:

- Visit project site to verify existing system conditions, layouts, and dimensions.
- Site visit by electrical engineer to evaluate condition of existing light fixtures and provide written recommendation for reuse or replacement of existing fixtures.
- Generation of architectural and electrical construction drawings and specifications for restoration of the two racquetball courts. Construction document package will be prepared for the purposes of submitting to governing authorities for plan review and issuance of building permits, and for issuance to contractors for construction. Documents will include:
 - Demolition plans
 - Architectural floor and ceiling plan
 - Room finish and door schedules and details
 - Technical specifications
 - Electrical lighting plans, if required
 - Preparation of front-end procurement specifications (Divisions 00 and 01) to facilitate the public bidding phase.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110
SEH is 100% employee-owned | sehinc.com | 651.490.2000 | 888.908.8166 fax

Bidding Phase

The following services will be provided during the Bidding Phase:

- Distribute bidding documents to bidders in electronic format.
- Respond to bidder's questions and issue addenda as required.
- Attend bid opening, tabulate bids and provide letter of recommendation to city.
- Prepare draft construction contract between city and contractor for review and execution by city and contractor.

Construction Administration Phase

The following services will be provided during the Construction Phase:

- Respond to contractor questions and Requests for Information (RFI's).
- Review of shop drawings and other contractor submittals related to the construction of the project.
- Prepare Change Order Requests for review, recommendation, and approval by city.
- Review contractor Applications for Payment and make recommendations to city.
- Two site visits during construction to review the progress of the restoration work
- Final inspection and generation of punchlist report for scopes of work as defined in this proposal as part of project closeout.

Assumptions

For the basis of this proposal and subsequent fee we have made the following assumptions:

- The city will provide SEH with existing building drawings, if available.
- The city will provide SEH access to the existing building to conduct investigations as necessary for the orderly progress of the work.
- The existing building structural systems are in sound condition.

Services Excluded from this Proposal (may not be all inclusive)

1. Evaluation of existing structural systems
2. Design of repair or modifications to buildings structural systems
3. Acoustical studies
4. Hazardous material testing and abatement services
5. Mechanical engineering services

Project Schedule

The services provided in this proposal shall be performed as expeditiously as is consistent with the orderly progress of the Work. The project schedule shall include allowances for periods of time required for the City's review and for approval of submissions by Authorities Having Jurisdiction over the Project. Design phases services shall be completed with 8-weeks of receiving Notice to Proceed from the city.

Project Fees

We propose to provide the professional services as defined in this proposal for a lump sum fee of \$15,800 plus reimbursable expenses as outlined below.

Reimbursable expenses including, but not limited to, travel, printing, shipping, and permitting fees paid on behalf of the city and miscellaneous expenses will be billed in addition to the above fees.

Reimbursable expenses are estimated at \$1,000

ADDITIONAL SERVICES

Changes to the project scope of work as defined in this proposal shall be considered as additional services and billed in addition to the fees as quoted in this proposal. Additional Services can be identified either on a lump-sum basis or as an estimated fee at standard hourly rates.

Center for Active Living Racquetball Court Restoration
January 6, 2023
Page 3

We are prepared to begin providing the services outlined in this proposal upon receipt of a signed copy of the attached Agreement for Professional Services. If you have any additional questions related to the proposed services in this proposal, please feel free to contact me at 952.215.8118 or at bbergstrom@sehinc.com. Thank you again for this opportunity, and we look forward to working with you on this project.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Brian Bergstrom, AIA
Principal/ Sr. Project Manager

bmb

[https://sehinc.azure.sharepoint.com/sites/contractmanagement/contract documents/contracts/1279 - city_of_contract/psa_seh_standard_professional_services_agreement_exhibit a1_scope - 1227.docx](https://sehinc.azure.sharepoint.com/sites/contractmanagement/contract%20documents/contracts/1279-city_of_contract/psa_seh_standard_professional_services_agreement_exhibit%20a1_scope-1227.docx)

Agreement for Professional Services

This Agreement is effective as of January 6, 2023, between City of Worthington (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **Center for Active Living Racquetball Court Restoration**

Client's Authorized Representative: Steve Robinson
Address: 303 9th St, Worthington, Minnesota, 56187
Telephone: 507.376.8622 **email:** ser@ci.worthington.mn.us

Project Manager: Brian Bergstrom
Address: 3535 Vadnais Center Drive, St. Paul, Minnesota, 55110
Telephone: 952.215.8118 **email:** bbergstrom@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

Scope of Services: See attached Exhibit A-1.

Schedule: See attached Exhibit A-1.

Payment: See Exhibit A-1 for Lump-Sum Fee exclusive of reimbursable expenses.
The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2.

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

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

1. Delete Paragraph C.1 and C.2 in their entirety from Section IV "General Considerations" of the General Conditions of the Agreement for Professional Services.

Short Elliott Hendrickson Inc.

City of Worthington

By: 
Full Name: Brian Bergstrom
Title: Principal / Sr. Project Manager

By: _____
Full Name: _____
Title: _____

Exhibit A-2
to Agreement for Professional Services
Between City of Worthington (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated January 6, 2023

Payments to Consultant for Services
Using the Lump Sum Plus Expenses Option

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

A. Lump Sum Plus Expenses Option

The Client and Consultant may select Lump Sum Plus Expenses for payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any, for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, and profit. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary to complete Consultant's services at their standard rates.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in the Agreement and this Exhibit.

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

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the reasonable cost for the use of such specialized equipment on the project.

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

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

B. Schedule

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

C. Additional Services

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

D. Suspension and Termination

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

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.
4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.
6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.
7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

- costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
- Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
 - Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

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

B. Indemnity for Environmental Issues

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

C. Limitations on Liability

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

asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

- Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

D. Assignment

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

E. Dispute Resolution

- Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
- Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at Issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

- All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
- Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

B. Client Use of Instruments of Service

- Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
- Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

C. Reuse of Documents

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



Building a Better World
for All of Us®

January 6, 2023

RE: Exhibit A-1 Professional Services Fee
Proposal for Center for Active Living
Racquetball Court Improvements

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

Dear Mr. Robinson:

Thank you for the opportunity to submit this Proposal for Professional Services for the Center for Active Living Racquetball Court Improvements Project. Short Elliott Hendrickson Inc. (SEH) is pleased to present you with the following professional services fee proposal for the above referenced project. This proposal is based on providing design and construction administration services on a lump-sum fee basis.

Project Understanding

It is our understanding, based on information provided to date, that the city would like to modify one of two exiting racquetball courts located at the Center for Active Living to create a large meeting space. Improvements will include the following:

- New interior flooring
- Suspended acoustical ceilings
- Acoustical wall panels
- Enlarged entry door
- New partition at the mezzanine level to enclose the room
- New lighting and additional power and data outlets
- Modifications to existing HVAC systems and duct work to accommodate the meeting space

Scope of Services

Our Scope of Services, as outlined below, includes architectural, limited structural, mechanical, and electrical engineering and project management services.

Design Phase

The following services will be provided during the Design Phase:

- Visit project site to verify existing system conditions, layouts, and dimensions.
- Site visit by mechanical and electrical engineer to review the existing mechanical and electrical systems.
- One design review meeting with the city to review plan layouts and interior finish material and color options.
- Generation of architectural, limited structural, mechanical, and electrical construction drawings and specifications for renovation of one racquetball court into a meeting and gathering space. Construction document package will be prepared for the purposes of submitting to governing

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110
SEH is 100% employee-owned | sehinc.com | 651.490.2000 | 888.908.8166 fax

authorities for plan review and issuance of building permits, and for issuance to contractors for construction. Documents will include:

- Architectural floor and ceiling plans
- Interior elevations
- Room finish and door schedules and details
- Structural lintel details for enlarged door
- Mechanical HCAV plans
- Electrical lighting and power plans
- Technical specifications
- Front-end procurement specifications will be developed as part of the racquetball restoration project

Bidding Phase

- Project will be bid as an alternate bid item along with the Racquetball Court Restoration project.

Construction Administration Phase

The following services will be provided during the Construction Phase of the project:

- Respond to contractor questions and Requests for Information (RFI's).
- Review of shop drawings and other contractor submittals related to the construction of the project.
- Prepare Change Order Requests for review, recommendation, and approval by city.
- Review contractor Applications for Payment and make recommendations to city.
- Two site visits during construction to review the progress of the restoration work
- Final inspection and generation of punchlist report for scopes of work as defined in this proposal as part of project closeout.

Assumptions

For the basis of this proposal and subsequent fee we have made the following assumptions:

- The city will provide SEH with existing building drawings, if available.
- The city will provide SEH access to the existing building to conduct investigations as necessary for the orderly progress of the work.
- The existing building structural systems are in sound condition.

Services Excluded from this Proposal (may not be all inclusive)

1. Design of repair or modifications to buildings structural systems beyond those included in the Scope of Work listed above
2. Acoustical studies
3. Hazardous material testing and abatement services
4. 3D renderings

Project Schedule

The services provided in this proposal shall be performed as expeditiously as is consistent with the orderly progress of the Work. The project schedule shall include allowances for periods of time required for the City's review and for approval of submissions by Authorities Having Jurisdiction over the Project. Design phases services shall be completed with 8-weeks of receiving Notice to Proceed from the city.

Project Fees

We propose to provide the professional services as defined in this proposal for a lump sum fee of \$14,800 plus reimbursable expenses as outlined below.

Reimbursable expenses including, but not limited to, travel, printing, shipping, and permitting fees paid on behalf of the city and miscellaneous expenses will be billed in addition to the above fees. Reimbursable expenses are estimated at \$500

ADDITIONAL SERVICES

Changes to the project scope of work as defined in this proposal shall be considered as additional services and billed in addition to the fees as quoted in this proposal. Additional Services can be identified either on a lump-sum basis or as an estimated fee at standard hourly rates.

We are prepared to begin providing the services outlined in this proposal upon receipt of a signed copy of the attached Agreement for Professional Services. If you have any additional questions related to the proposed services in this proposal, please feel free to contact me at 952.215.8118 or at bbergstrom@sehinc.com. Thank you again for this opportunity, and we look forward to working with you on this project.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Brian Bergstrom, AIA
Principal/ Sr. Project Manager

bmb

[https://sehincazure.sharepoint.com/sites/contractmanagement/contract documents/contracts/1280 - city_of_contract/psa_seh_standard_professional_services_agreement_exhibit a1_scope - 1228.docx](https://sehincazure.sharepoint.com/sites/contractmanagement/contract%20documents/contracts/1280-city_of_contract/psa_seh_standard_professional_services_agreement_exhibit%20a1_scope-1228.docx)

Agreement for Professional Services

This Agreement is effective as of January 6, 2023, between City of Worthington (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **Center for Active Living Racquetball Court Improvements**

Client's Authorized Representative: Steve Robinson
Address: 303 9th St, Worthington, Minnesota, 56187
Telephone: 507.376.8622 **email:** ser@ci.worthington.mn.us

Project Manager: Brian Bergstrom
Address: 3535 Vadnais Center Drive, St. Paul, Minnesota, 55110
Telephone: 952.215.8118 **email:** bbergstrom@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

Scope of Services: See attached Exhibit A-1.

Schedule: See attached Exhibit A-1.

Payment: See Exhibit A-1 for Lump-Sum Fee exclusive of reimbursable expenses.
The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2.

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

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

1. Delete Paragraph C.1 and C.2 in their entirety from Section IV "General Considerations" of the General Conditions of the Agreement for Professional Services.

Short Elliott Hendrickson Inc.

City of Worthington

By: Brian Bergstrom
Full Name: Brian Bergstrom
Title: Principal / Sr. Project Manager

By: _____
Full Name: _____
Title: _____

Exhibit A-2
to Agreement for Professional Services
Between City of Worthington (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated January 6, 2023

Payments to Consultant for Services
Using the Lump Sum Plus Expenses Option

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

A. Lump Sum Plus Expenses Option

The Client and Consultant may select Lump Sum Plus Expenses for payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any, for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, and profit. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary to complete Consultant's services at their standard rates.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in the Agreement and this Exhibit.

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

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the reasonable cost for the use of such specialized equipment on the project.

Consultant invoices will contain detailed information regarding the use of specialized equipment on the project when it is to be reimbursed by the Client. Charges will be based on the standard rates for the equipment published by Consultant.

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

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

B. Schedule

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

C. Additional Services

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

D. Suspension and Termination

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

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.
4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.
6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcome actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.
7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of Invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of Invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for Invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all Invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all Invoices are paid in full. Consultant shall be entitled to recover all reasonable

costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.

2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

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

B. Indemnity for Environmental Issues

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

C. Limitations on Liability

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

asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

4. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

D. Assignment

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

E. Dispute Resolution

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
2. Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

C. Reuse of Documents

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

PUBLIC WORKS MEMO

DATE: JANUARY 19, 2023

TO: HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

CASE ITEMS

1. ADOPT A RESOLUTION EXECUTING A STATE OF MINNESOTA GRANT

The City of Worthington was recently notified that they have been awarded a Minnesota Department of Transportation Grant to replace the roof on the Worthington Municipal Airport Maintenance Hangar. Staff received a design contract from Short Elliot Hendrickson, Inc. for design services for the roofing project. The grant for these design services has been awarded and is ready to execute. The total amount of these design services is \$13,300.00. The proposed State grant will pay for 70% of this proposal, equaling \$9,310.00. Our local share will be \$3,990.00. Pending Councils approval and the State of Minnesota's execution of the grant, design services will start immediately.

Attached is the Grant Agreement (*Exhibit 1*) and the Resolution authorizing execution the Minnesota Department of Transportation Grant Agreement (*Exhibit 2*).

Council action is requested to adopt the resolution accepting the State Grant and authorize the Mayor and City Clerk to sign any necessary agreements.

2. APPROVE PLANS AND AUTHORIZE BIDS FOR LIQUOR STORE PARKING LOT

The 2023 CIP budget for Worthington Municipal Liquor Store included a parking lot reconstruction project. At their July 25th, 2022 meeting, Council approved Task Order Number 16, from the engineering firm of Bolton and Menk, to do the design work for the parking lot project. Plans are now completed and staff is asking for approval and authorization to advertise for bids. Staff is proposing a new concrete parking lot with improved traffic flow in and out (*Exhibit 3*). If council approves, the following schedule is proposed:

January 23, 2023	Council approval
February 22, 2023	Bid Opening
February 27, 2023	Bid Recommendation

Council Action is requested to approve the plans and authorize Bolton and Menk to advertise for bids.

**STATE OF MINNESOTA
STATE AIRPORTS FUND
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and **City of Worthington, MN** ("Grantee").

RECITALS

1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport improvement project ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS**1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits**

- 1.1 **Effective Date.** This agreement will be effective on November 23, 2022, or the date the State obtains all required signatures under [Minn. Stat.§16B.98](#), Subd. 5, whichever is later. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on December 31, 2025, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project **SP A5301-88**, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits.** Exhibit "A" - City of Worthington's Grant Request Letter; and Exhibit "B": Credit Application, are attached and incorporated into this Agreement.

2 Grantee's Duties

- 2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
- 2.2 If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, the Grantee elects not to have such services performed by a registered engineer, then the Grantee will designate another responsible person to oversee such work.
- 2.3 Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project.
- 2.4 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).
- 2.5 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without

the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

- 2.6 **Airport Operations, Maintenance, and Conveyance.** Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of **20 years** from the date the Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.

3 Time

- 3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Cost and Payment

- 4.1 **Cost Participation.** Costs for the Project will be proportionate and allocated as follows:

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
SRE Building Roof Replacement (Phase 1 - Design Only)	0%	70%	30%

Federal Committed:	\$ 0.00
State:	\$ <u>9,310.00</u>
Grantee:	\$ <u>3,990.00</u>

No funds are committed by the U.S. Government for this Project. In the event federal reimbursement becomes available for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Grantee has complied with all terms of this Agreement and furnished all necessary records.

- 4.2 **Travel Expenses.** No Reimbursement for travel and subsistence expenses are included in this Grant. Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- 4.3 **Sufficiency of Funds.** Pursuant to Minnesota Rules 8800.2500, the Grantee certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Grantee has the legal authority to engage in the Project as proposed.
- 4.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$ 9,310.00.**

4.5 Payment

- 4.5.1 **Invoices.** Grantee will submit invoices for payment by **Credit Application**; Exhibit "B", which is attached and incorporated into this agreement and can also be found at - <http://www.dot.state.mn.us/aero/airportdevelopment/documents/creditappinteractive.pdf>, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized paid invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule:

Monthly, or as work completion dictates.

- 4.5.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.
- 4.5.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after

receiving Grantee's invoices for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

4.5.4 Grantee Payment Requirements. Grantee must pay all contractors under this agreement promptly. Grantee will make undisputed payments no later than 30 days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within 30 days of receipt of such invoice.

4.5.5 Grant Monitoring Visit and Financial Reconciliation. During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

4.5.5.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.

4.5.5.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.5.5.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.5.6 Closeout. The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.5.7 Closeout Deliverables. At the close of the Project, the Grantee must provide the following deliverables to the State before the final payment due under this Agreement will be released by the State: (1) Electronic files of construction plans as a PDF and in a MicroStation compatible format; and (2) Electronic files of as-builts as a PDF and in a MicroStation compatible format.

4.6 Contracting and Bidding Requirements. Prior to publication, Grantee will submit to State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten business days.

5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. In addition, Grantee will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

6 Authorized Representatives

6.1 The State's Authorized Representatives are:

Luke Bourassa, South Region Airports Engineer; (luke.bourassa@state.mn.us) (651)508-0448 and/or Brian Conklin, Regional Airport Specialist Sr.; (brian.conklin@state.mn.us) (651)252-7658. The State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Todd Wietzema, Public Works Director/Airport Manager
Phone (507) 360-8764 (tew@ci.worthington.mn.us)

City of Worthington

303 Ninth Street

PO Box 279

Worthington, MN 56187

If the Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

7.1 Assignment. The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

7.2 Amendments. Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7.3 Waiver. If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.

7.4 Grant Agreement Complete. This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

7.5 Electronic Records and Signatures. The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

8 Liability

In the performance of this agreement, and to the extent permitted by law, Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for the State's failure to fulfill its obligations under this agreement.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices. Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

10.2 Intellectual Property Rights.

10.2.1 Intellectual Property Rights. State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced

to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

10.2.2 **Obligations**

10.2.2.1 Notification. Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this agreement, Grantee will immediately give State's Authorized Representative written notice thereof and must promptly furnish State's Authorized Representative with complete information and/or disclosure thereon.

10.2.2.2 Representation. Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee's expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee's or State's opinion is likely to arise, Grantee must, at State's discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11 **Workers Compensation**

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 **Publicity and Endorsement**

12.1 Publicity. Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Grantee's website when practicable.

12.2 Endorsement. The Grantee must not claim that the State endorses its products or services.

13 **Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination; Suspension

- 14.1 **Termination by the State.** The State may terminate this agreement at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2 **Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 14.3 **Termination for Insufficient Funding.** The State may immediately terminate this agreement if:
- 14.3.1 It does not obtain funding from the Minnesota Legislature; or
- 14.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 14.4 **Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

15 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

- 16 **Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.

- 17 **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

- 18 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.
- 19 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.
- 20 **Additional Provisions**
[Intentionally left blank.]

[The remainder of this page has intentionally been left blank.]

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15 and § 16C.05.

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT**

By: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____



CITY OF WORTHINGTON PUBLIC WORKS

303 NINTH STREET ■ PO BOX 279
WORTHINGTON MN 56187
TELEPHONE: (507) 372-8650
FAX: (507) 372-8630
www.ci.worthington.mn.us

August 11, 2022

Mr. Luke Bourassa
Airport Development Engineer
Minnesota Department of Transportation
Office of Aeronautics
222 East Plato Blvd.
St. Paul, MN 55107

RE: Grant Application
Worthington Municipal Airport (OTG)
SRE Building Roof Replacement - Design

Dear Mr. Bourassa:

Please find enclosed the professional service agreement for design services for the aforementioned project at the Worthington Municipal Airport located in Worthington, Minnesota.

The aforementioned project involves the replacement of the Snow Removal Equipment building roof.

Funding shall be a combination of State and Local funds. The following is a breakdown of costs associated with this grant request:

SRE BUILDING ROOF REPLACEMENT	TOTAL	STATE (70%)	LOCAL (30%)
DESIGN (SEH, INC.)	\$13,300.00	\$9,310.00	\$3,990.00
TOTAL PROJECT:	\$13,300.00	\$9,310.00	\$3,990.00

The city of Worthington requests a State grant agreement in the amount of **\$9,310** for the SRE Building Roof Replacement design project. If you need any further information or documentation, please feel welcome to contact me at tew@ci.worthington.mn.us or 507-360-8764

Sincerely,

Todd Wietzema
Airport Manager

cc: Brian Conklin, MnDOT Aeronautics

Enclosures:

- Professional Service Agreement

CREDIT APPLICATION

Exhibit 1
(Complete Form On Reverse Side)

STATE OF Minnesota

COUNTY OF

_____, being first duly sworn, deposes and says that he/she is the
_____ of the Municipality of _____, in the County
of _____, State of Minnesota; that he/she has prepared the foregoing Credit Application,
knows the contents thereof, that the same is a true and accurate record of disbursements made, and that the same is true of his/her own
knowledge; and that this application is made by authority of the municipal council (or board) of said Municipality.

Signature

Subscribed and sworn to before me

this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:_____

RESOLUTION NO. _____

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

It is resolved by the **City of Worthington** as follows:

1. That the state of Minnesota Agreement No. **1052376**,

"Grant Agreement for Airport Improvement Excluding Land Acquisition," for

State Project No. **A5301-88** at the **Worthington Municipal Airport** is accepted.

2. That the _____ Mayor _____ and _____ Clerk _____ are
(Title) (Title)

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

City of Worthington.

CERTIFICATION

STATE OF MINNESOTA

COUNTY OF _____

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

(Name of the Recipient)

at an authorized meeting held on the 23rd day of January, 2023 as shown
by the minutes of the meeting in my possession.

(SEAL)

Signature: _____
Mayor

Signature: _____
City Clerk

NOTARY PUBLIC

My Commission Expires: _____

CITY OF WORTHINGTON

CONSTRUCTION PLANS FOR

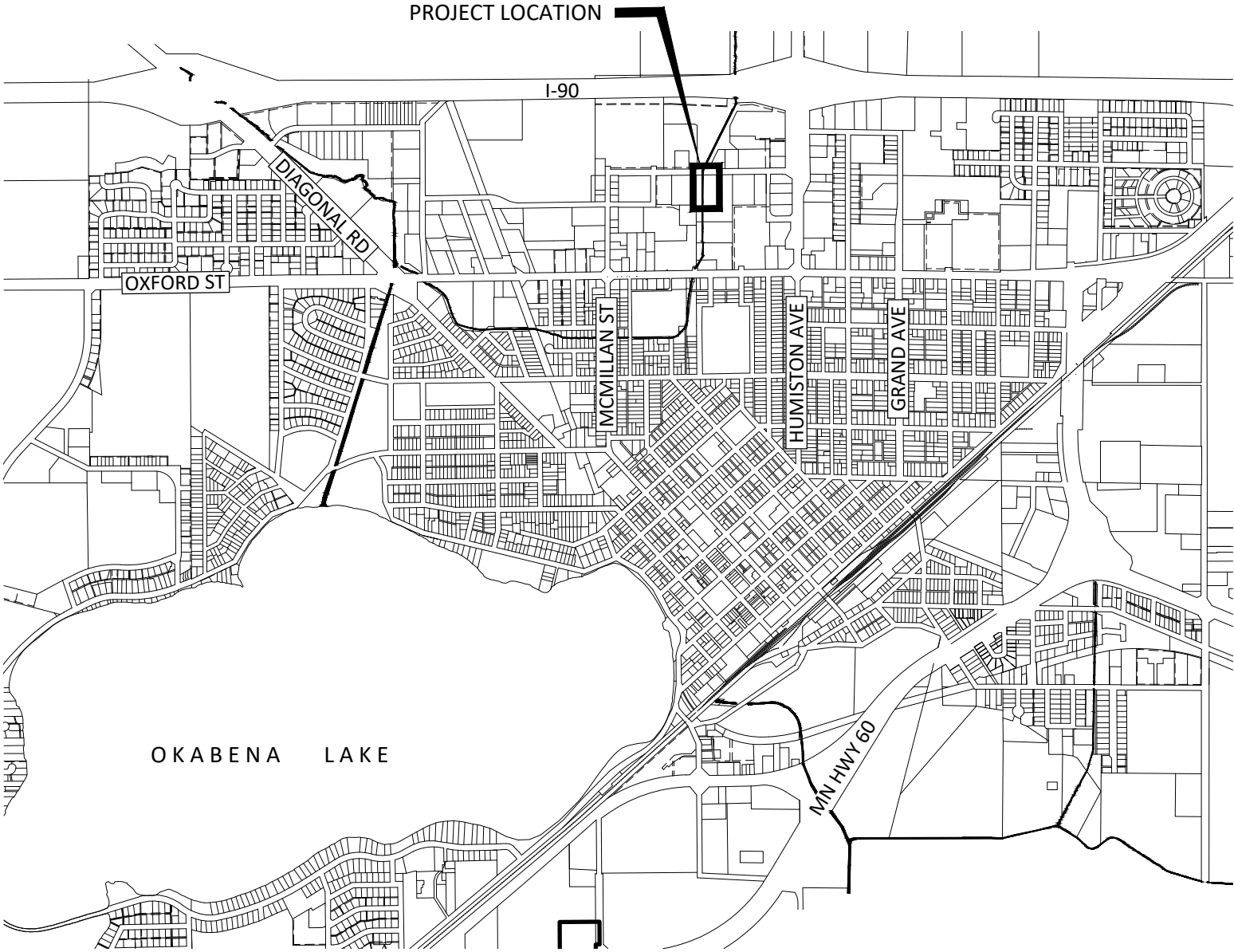
2023 PARKING LOT IMPROVEMENTS

MUNICIPAL LIQUOR STORE

REMOVALS, AGGREGATE BASE, CONCRETE CURB & GUTTER, CONCRETE PAVEMENT, PAVEMENT MARKINGS, AND TURF RESTORATION

MARCH, 2023

PROJECT LOCATION



MAP OF THE
CITY OF WORTHINGTON
NOBLES COUNTY, MN

SHEET NUMBER	SHEET TITLE
GENERAL	
G0.01	TITLE SHEET
G0.02	LEGEND
CIVIL	
C0.01	EXISTING CONDITIONS & REMOVALS
C1.01	TABLES, TYPICAL SECTIONS & DETAILS
C1.02	CONCRETE JOINTING DETAILS
C1.03	EROSION CONTROL DETAILS
C2.01	EROSION CONTROL PLAN
C6.01	SITE IMPROVEMENT PLAN
C6.02	CONCRETE JOINTING PLAN
C7.01	SIGNAGE & PAVEMENT MARKING PLAN

THIS PLAN SET CONTAINS 10 SHEETS.

RESOURCE LIST

CITY OF WORTHINGTON

City Hall
303 9th Street
Worthington, MN 56187
(507) 372-8600

City Administrator:
Steve Robinson

Mayor: Rick VonHoldt

City Council Members:
Larry Janssen
Mike Harmon
Amy Ernst
Chad Cummings
Christopher Kielblock

City Engineer:
Steve Schnieder

Consultant Engineer:
Travis L. Winter P.E.
Bolton & Menk, Inc.
1501 S State Street, Suite 100
Fairmont, MN 56031
(507) 238-4738

Public Works Director:
Todd Wietzema

WATER/WASTEWATER/ELECTRIC
Worthington Public Utilities
Scott Hain
318 9th Street
Worthington, MN 56187
(507) 372-8688

Water Superintendent:
Eric Roos
(507) 360-9017

Wastewater Superintendent:
Jeremy Braaksma
(507) 360-9690

Electric Superintendent:
Patrick Demuth
(507) 360-9016

NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL, 1-800-252-1166 OR 651-454-0002.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

MAP LEGEND

PROJECT LIMITS



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Travis L. Winter
TRAVIS L. WINTER
LIC. NO. 46649 DATE 01/23/2023



1501 SOUTH STATE ST, SUITE 100
FAIRMONT, MINNESOTA 56031
Phone: (507) 238-4738
Email: Fairmont@bolton-menk.com
www.bolton-menk.com

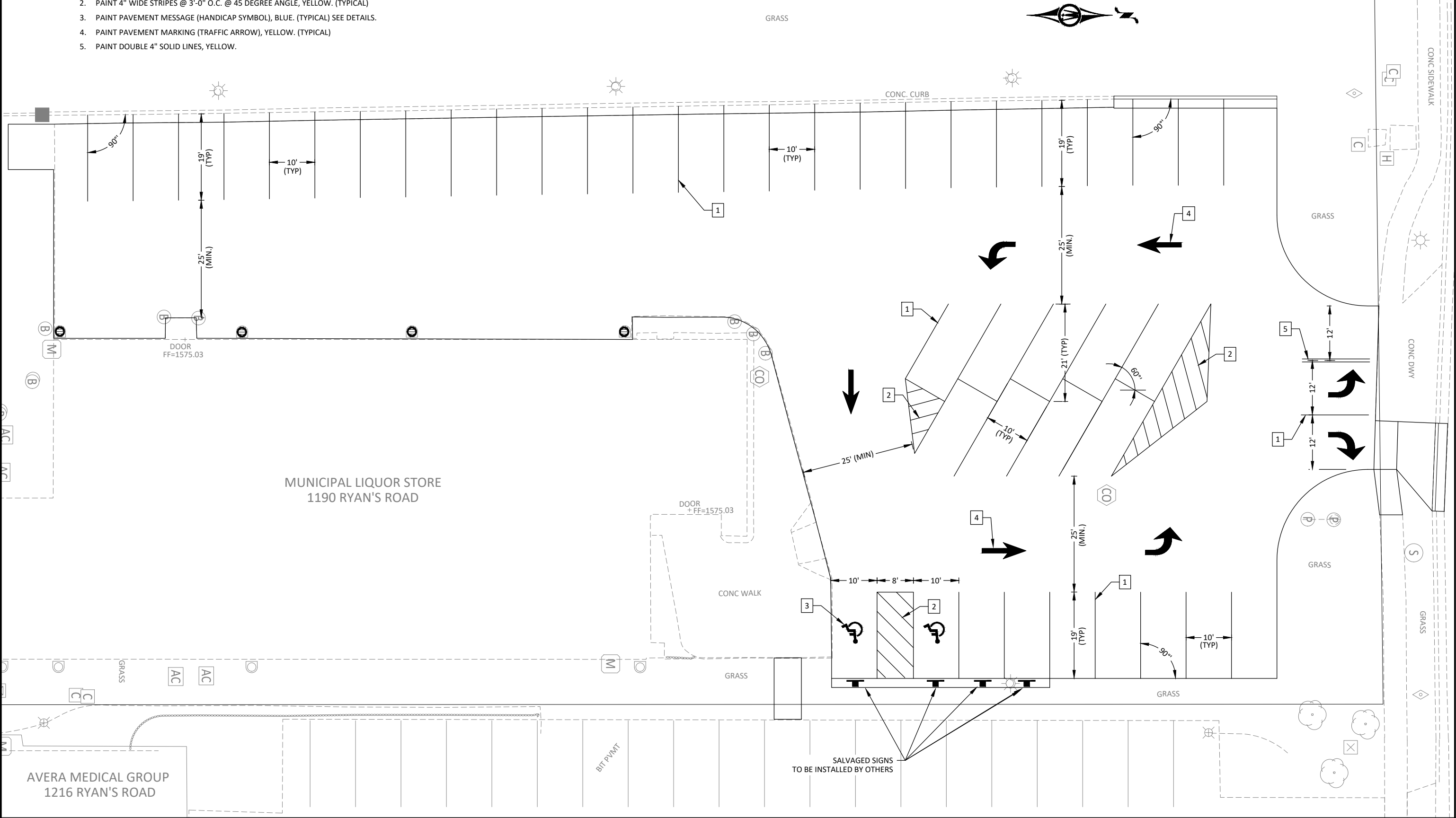


DESIGNED	NO.	ISSUED FOR	DATE
JTO		BID	01/23/2023
DRAWN	IA		
CHECKED	TLW		
CLIENT PROJ. NO.	OF1.128219		

+ BM=1575.02 CUT "X" IN BOX CULVERT HEADWALL SOUTH SIDE OF RYANS ROAD	PROJECT DATUM: NOBLES COUNTY	RECORD DRAWING INFORMATION OBSERVER: CONTRACTOR: DATE:
	HORIZONTAL: NAD83 (2001 ADJ) VERTICAL: NAVD88	
CITY OF WORTHINGTON, MINNESOTA		SHEET G0.01
2023 PARKING LOT IMPROVEMENTS - MUNICIPAL LIQUOR STORE		
TITLE SHEET		

KEYED NOTES:

- 1. PAINT 4" SOLID LINE, YELLOW. (TYPICAL)
- 2. PAINT 4" WIDE STRIPES @ 3'-0" O.C. @ 45 DEGREE ANGLE, YELLOW. (TYPICAL)
- 3. PAINT PAVEMENT MESSAGE (HANDICAP SYMBOL), BLUE. (TYPICAL) SEE DETAILS.
- 4. PAINT PAVEMENT MARKING (TRAFFIC ARROW), YELLOW. (TYPICAL)
- 5. PAINT DOUBLE 4" SOLID LINES, YELLOW.



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0 10 20
HORIZ. SCALE FEET

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
Travis L. Winter
TRAVIS L. WINTER
LIC. NO. 46649 DATE 01/23/2023



1501 SOUTH STATE ST, SUITE 100
FAIRMONT, MINNESOTA 56031
Phone: (507) 238-4738
Email: Fairmont@bolton-menk.com
www.bolton-menk.com



DESIGNED	NO.	ISSUED FOR	DATE
JTO		BID	01/23/2023
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IA			
CHECKED			
TLW			
CLIENT PROJ. NO.			
OF1.128219			

CITY OF WORTHINGTON, MINNESOTA
2023 PARKING LOT IMPROVEMENTS - MUNICIPAL LIQUOR STORE
SIGNAGE & PAVEMENT MARKING PLAN

SHEET
C7.01

ENGINEERING MEMO

DATE: JANUARY 18, 2023
TO: HONORABLE MAYOR AND COUNCIL
SUBJECT: ITEMS REQUIRING COUNCIL ACTION OR REVIEW

CASE ITEM

1. DELEGATED CONTRACT PROCESS (DCP) AGREEMENT WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION IS REQUIRED FOR THE CITY TO RECEIVE FEDERAL CONTRACT PAYMENTS

Delegated Contract Process (DCP) agreements between MnDOT and local public agencies (LPAs) are required to be eligible to receive federal funds. These agreements cover the roles and responsibilities associated with federal aid funds and allow for MnDOT to act as a local agency's agent in accepting these funds for construction projects.

Exhibit 1 is a copy of the agreement and the required resolution for the Council to approve.

Staff recommends the approval of DCP agreement 1052229 and authorizing the Mayor and the Clerk to sign the agreement.

RESOLUTION NO. _____

**AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF
TRANSPORTATION AGENCY AGREEMENT CONTRACT NO. 1052229**

BE IT RESOLVED, Minnesota Statute Section 161.36, the Commissioner of Transportation be appointed as Agent of the City of Worthington to accept as its agent, federal aid funds which may be made available for eligible transportation related projects

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WORTHINGTON, MINNESOTA: the Mayor and Clerk are hereby authorized and directed for and on behalf of the City of Worthington to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in Minnesota Department of Transportation Agency Agreement No. 1052229, a copy of which said agreement was before the City Council and which is made a part hereof by reference.

CERTIFICATION

STATE OF MINNESOTA
CITY OF WORTHINGTON

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by the City Council of the City of Worthington, Minnesota at a duly authorized meeting thereof held on the _____ day of January, 2023, as shown by the minutes of said meeting in my possession

(SEAL)

CITY OF WORTHINGTON

Rick VonHoldt, Mayor

Attest: _____
Mindy Eggers, City Clerk

STATE OF MINNESOTA**AGENCY AGREEMENT****for****FEDERAL PARTICIPATION IN CONSTRUCTION**

This Agreement is entered into by and between City of Worthington ("Local Government") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

RECITALS

1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent in accepting federal funds on the Local Government's behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by Federal Highway Administration ("FHWA") federal funds, hereinafter referred to as the "Project(s)"; and
2. This Agreement is intended to cover all federal aid projects initiated by the Local Government and therefore has no specific State Project number associated with it, and
 - 2.1. The Assistance Listing Number (ALN) is 20.205, 20.224, 20.933 or another Department of Transportation ALN as listed on SAM.gov and
 - 2.2. This project is for construction, not research and development.
 - 2.3. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. Term of Agreement; Prior Agreement

- 1.1. **Effective Date.** This Agreement will be effective on the date that MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2. This Agreement will remain effective until it is superseded or terminated pursuant to section 14.
- 1.2. **Prior Agreement.** This Agreement supersedes the prior agreement between the parties, MnDOT Contract Number 1030109.

2. Local Government's Duties

- 2.1. **Designation.** The Local Government designates MnDOT to act as its agent in accepting federal funds on its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website.
- 2.2. **Staffing.**
 - 2.2.1. The Local Government will furnish and assign a publicly employed and licensed engineer, ("Project Engineer"), to be in responsible charge of the Project(s) and to supervise and direct the work to be performed under any construction contract let for the Project(s). In the alternative, where the Local Government elects to use a private consultant for construction engineering services, the Local Government will provide a qualified, full-time public employee of the Local Government to be in responsible charge of the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This

written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

2.2.2. During the progress of the work on the Project(s), the Local Government authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the Local Government will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project(s).

2.3. **Pre-letting.** The Local Government will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.

2.3.1. The Local Government will solicit bids after obtaining written notification from MnDOT that the FHWA has authorized the Project(s). Any Project(s) advertised prior to authorization **without permission** will not be eligible for federal reimbursement.

2.3.2. The Local Government will prepare the Proposal for Highway Construction for the construction contract, which will include all federal-aid provisions supplied by MnDOT.

2.3.3. The Local Government will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The Local Government will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders and where the Local Government will receive the sealed bids.

2.3.4. The Local Government may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s). All work included in a federal contract is subject to the same federal requirements as the federal project.

2.3.5. The Local Government will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.

2.3.6. The Local Government will receive and open bids.

2.3.7. After the bids are opened, the Local Government will consider the bids and will award the bid to the lowest responsible bidder or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises (DBEs), the Local Government will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.

2.3.8. The Local Government must disclose in writing any potential conflict of interest to the Federal awarding agency or MnDOT in accordance with applicable FHWA policy.

2.4. **Contract Administration.**

2.4.1. The Local Government will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction when the contract is awarded and all amendments thereto. All contracts between the Local Government and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable

federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and as identified in Section 18 of this Agreement.

- 2.4.2. The Project(s) will be constructed in accordance with the plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the Local Government Engineer's Office. The plans, special provisions, and specifications are incorporated into this Agreement by reference as though fully set forth herein.
- 2.4.3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.
- 2.4.4. The Local Government will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that are in effect at the time the work was performed.
- 2.4.5. The Local Government will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The Local Government will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector, as required by the Independent Assurance Schedule.
- 2.4.6. The Local Government may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into Change Order(s) with the Contractor. The Local Government will not be reimbursed for any costs of any work performed under a change order unless MnDOT has notified the Local Government that the subject work is eligible for federal funds and sufficient federal funds are available.
- 2.4.7. The Local Government will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
- 2.4.8. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to collect the federal aid sought by the Local Government. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The Local Government will retain all records and reports and allow MnDOT or the FHWA access to such records and reports for six years.
- 2.4.9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.

2.5. **Limitations.**

- 2.5.1. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
- 2.5.2. **Nondiscrimination.** It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate

for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the Local Government to carry out the above requirements.

2.5.3. **Utilities.** The Local Government will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities", which is incorporated herein by reference.

2.6. **Maintenance.** The Local Government assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

3. MnDOT's Duties

3.1. **Acceptance.** MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.

3.2. Project Activities.

3.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s) and for reimbursement of eligible costs pursuant to the terms of this Agreement.

3.2.2. MnDOT will provide to the Local Government copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.

3.2.3. MnDOT will review and certify the DBE participation and notify the Local Government when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then Local Government must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the Project becoming ineligible for federal assistance, and the Local Government must make up any shortfall.

3.2.4. MnDOT will provide the required labor postings.

3.3. **Authority.** MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.

3.4. **Inspection.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this Agreement. The Local Government will make all books, records, and documents pertaining to the work hereunder available for a minimum of six years following the closing of the construction contract.

4. Time

4.1. The Local Government must comply with all time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT at least twenty-four months prior to the **end date**.

5. Payment

- 5.1. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will reimburse the Local Government, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.
- 5.2. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the Local Government seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a Project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.
- 5.3. **Reimbursement.** The Local Government will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Local Government will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).
 - 5.3.1. Following certification of the partial estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified partial estimate.
 - 5.3.2. Upon completion of the Project(s), the Local Government will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).
 - 5.3.3. Following certification of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
 - 5.3.4. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the Local Government for the Project(s). If MnDOT finds that the Local Government has been overpaid, the Local Government must promptly return any excess funds.
 - 5.3.5. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- 5.4. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this Agreement must comply with 2 CFR 200.306.
- 5.5. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for failure to comply with any federal requirements including, but not limited to, 2 CFR Part 200. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Local Government, or in the event the total amount of federal funds is not available, the Local Government will be responsible for any and all costs or expenses incurred under this Agreement. The Local Government further

agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.

- 5.6. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement for each Project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award at least twenty-four months prior to the **end date** of the period of performance for each Project. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with funds will continue following project closeout.

6. **Conditions of Payment.** All services provided by Local Government under this Agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of MnDOT's Authorized Representative, and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state, or local law.

7. **Authorized Representatives**

- 7.1. MnDOT's Authorized Representative is:

Name: Kristine Elwood, or her successor.

Title: State Aid Engineer

Phone: 651-366-4831

Email: Kristine.elwood@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.

- 7.2. The Local Government's Authorized Representative is:

Name: Stephen Schnieder or their successor.

Title: Worthington City Engineer

Phone: 507-372-8640

Email: sschnieder@ci.worthington.mn.us

If the Local Government's Authorized Representative changes at any time during this Agreement, the Local Government will immediately notify MnDOT.

8. **Assignment Amendments, Waiver, and Agreement Complete**

- 8.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 8.2. **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 8.3. **Waiver.** If MnDOT fails to enforce any provision of this Agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 8.4. **Agreement Complete.** This Agreement contains all negotiations and agreements between MnDOT and the

Local Government. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

- 8.5. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
- 8.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 8.7. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving federal or state awards.

9. Liability and Claims

- 9.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- 9.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. To the extent permitted by law, the Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

10. Audits

- 10.1. Under Minn. Stat. § 16C.05, Subd.5, the books, records, documents, and accounting procedures and practices of the Local Government, or any other party relevant to this Agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.
- 10.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.476 will be used to determine whether costs are eligible for reimbursement under this Agreement.
- 10.3. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

- 11. **Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by MnDOT under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this Agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Local Government or MnDOT.

- 12. **Workers Compensation.** The Local Government certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will

not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.

- 13. Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Termination; Suspension

- 14.1. Termination by MnDOT.** MnDOT may terminate this Agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2. Termination for Cause.** MnDOT may immediately terminate this Agreement if MnDOT finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and/or requiring the return of all or part of the funds already disbursed.
- 14.3. Termination for Insufficient Funding.** MnDOT may immediately terminate this Agreement if:
- 14.3.1. It does not obtain funding from the Minnesota Legislature; or
 - 14.3.2. If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.
- 14.4. Suspension.** MnDOT may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
- 15. Data Disclosure.** Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
- 16. Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.

17. Discrimination Prohibited by Minnesota Statutes §181.59. The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

18. Federal Contract Clauses

18.1. Appendix II 2 CFR Part 200. The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third-party contractors, as applicable. In addition, the Local Government shall have the same meaning as “Contractor” in the federal requirements listed below.

- 18.1.1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 18.1.2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 18.1.3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 18.1.4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

- for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 18.1.5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 18.1.6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 18.1.7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 18.1.8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 18.1.9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must

also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

18.1.10. Local Government will comply with 2 CFR § 200.323.

18.1.11. Local Government will comply with 2 CFR § 200.216.

18.1.12. Local Government will comply with 2 CFR § 200.322.

18.2. **Drug-Free Workplace.** The Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.

18.3. **Title VI/Non-discrimination Assurances.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this Agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance.

The Local Government hereby agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in any contract, the Local Government will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Local Government's compliance with this provision. The Local Government must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Local Government staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

18.4. **Buy America.** The Local Government must comply with the Buy America domestic preferences contained in the Build America, Buy America Act (Sections 70901-52 of the Infrastructure Investment and Jobs Act, Public Law 117-58) and as implemented by US DOT operating agencies.

18.5. **Federal Funding Accountability and Transparency Act (FFATA)**

18.5.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

- a. Reporting of Total Compensation of the Local Government's Executives.
- b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:
 - i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
- 18.5.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 18.5.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this Agreement is awarded.
- 18.5.4. The Local Government will obtain a Unique Entity Identifier number and maintain this number for the term of this Agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each Project.
- 18.5.5. The Local Government's failure to comply with the above requirements is a material breach of this Agreement for which the MnDOT may terminate this Agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

City of Worthington

Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances.

By: _____

Title: **Mayor, City of Worthington**

Date: _____

By: _____

Title: **Clerk, City of Worthington**

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

COMMUNITY DEVELOPMENT MEMO**DATE: JANUARY 18, 2023****TO: HONORABLE MAYOR AND CITY COUNCIL****SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW****1. PUBLIC HEARING ON RESIDENTIAL PROPERTY TAX ABATEMENT**

Exhibit 1A is a copy of a City of Worthington Residential Property Tax Abatement Program application/request submitted by Galen and Sherry Benton. The applicant is seeking approval of tax abatement for the construction of a condominium at 1209 South Shore Drive (located on Flower Lane).

It should be noted that a full application had not been developed at the time of application and the submitted documentation only includes a letter requesting abatement.

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

This condominium was originally approved for tax abatement under the Nobles Home Initiative in 2020 and began construction that year. The project was then paused after the foundation was completed and work has not resumed since.

Council action is requested.

2. AUTHORIZATION TO ADVERTISE FOR PROPOSALS

City Staff is requesting authorization to advertise for proposals for professional services to complete a new city-wide Comprehensive Plan. The Request for Proposals (RFP) can be seen in Exhibit 2A.

Staff has set a tentative start date of May, 2023 for the project with completion in May, 2024. These dates may change and are dependent on a variety of factors.

Council is requested to give Staff authorization to advertise for proposals.

12-28-2022

To: City of Worthington
303 Ninth Street

From: Galen & Sherry Benton
21221 Roberts Ave.
Worthington MN 67187

RE: Tax Abatement on new Condo

To Whom It Concerns:

Sherry and I are requesting tax abatement for a new condo which will be built beginning in January 2022 and finished in late summer of 2023.

Respectfully submitted,



Galen Benton

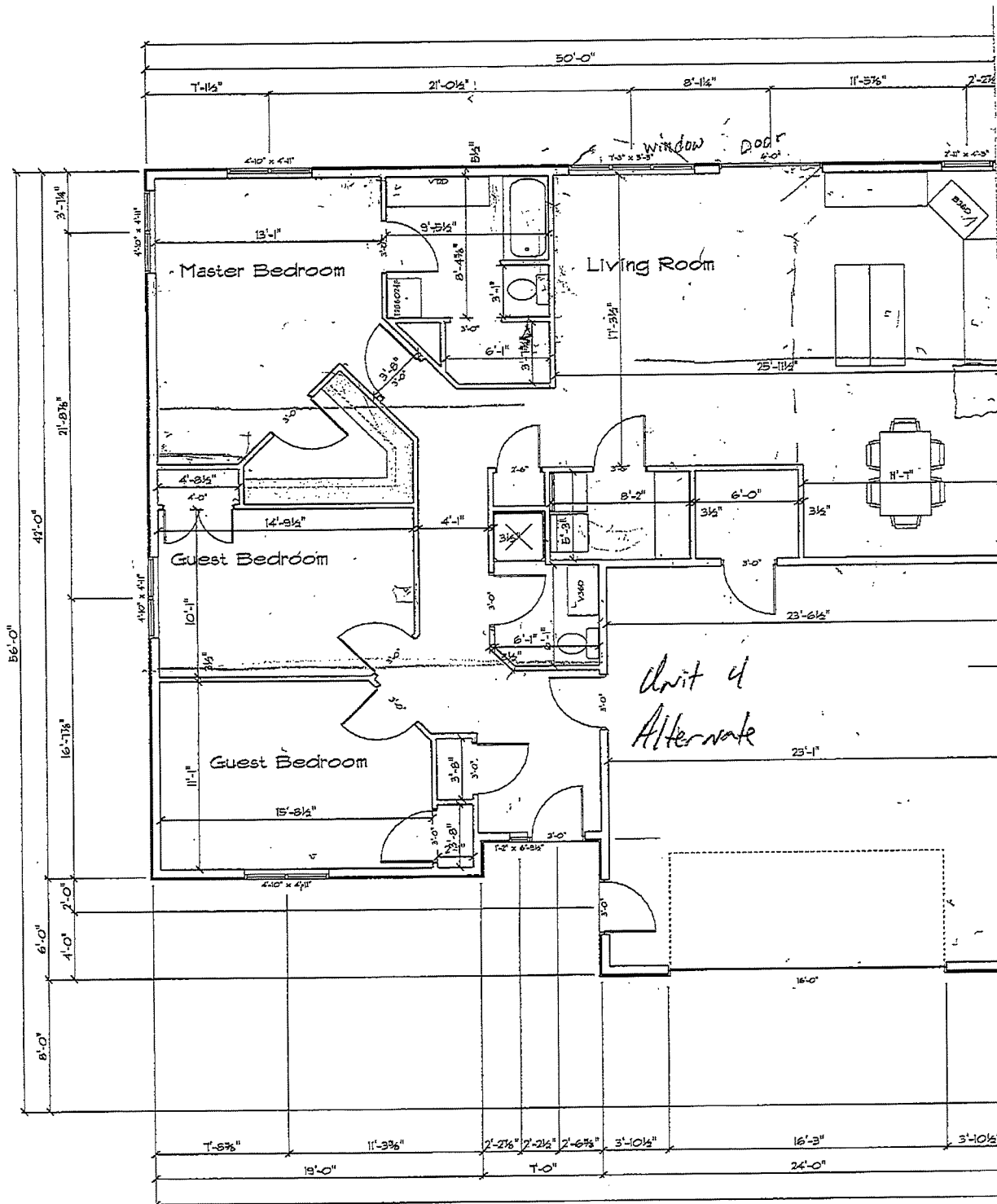


Exhibit 1A

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

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

WHEREAS, in addition to the statutory requirements, the City of Worthington has adopted the Residential Property Tax Abatement Program guidelines which must be met before abatement of taxes will be granted for residential development; and

WHEREAS, Galen and Sherry Benton are the owners of certain property within the City of Worthington, legally described as follows:

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

WHEREAS, Galen and Sherry Benton have made application to the City of Worthington for the abatement of taxes as to the above-described parcel; and

WHEREAS, Galen and Sherry Benton have met the statutory requirements outlined under Minnesota Statute 469.1813 Subdivision 1(l) and Subdivision 2(i) as well as the City's Residential Property Tax Abatement Program guidelines for tax abatement;

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

1. The City of Worthington does, hereby grant an abatement of the City of Worthington's share of real estate taxes upon the above-described parcel for the construction of a condominium on Sunset View Condominium Common Interest Community Plat 28 Tract B.
2. The tax abatement will be for no more than five years commencing on the first year of taxes payable for the assessed value(s) related to the capital improvements outlined in Paragraph 1.
3. The City shall provide the awarded abatement payments following payment of due real estate taxes annually. Payments shall be made to the owner of record at the time of the payment.
4. The tax abatement shall be for the capital improvements only. Land values are not eligible and will not be abated.
5. The abatement shall be null and void if construction is not commenced within 6 months of the approval of this resolution or if real estate taxes are not paid on or before the respective payment deadlines annually.

Adopted by the City Council this 23rd day of January, 2023.

(SEAL)

Rick Von Holdt, Mayor

Attest: _____
Mindy Eggers, City Clerk



**Request For Proposals
Comprehensive Plan Update**

City of Worthington, Minnesota

**Date Issued: January 26, 2023
Submittal Deadline: 4 p.m. February 23, 2023**

Request for Proposals, City-Wide Comprehensive Plan

The City of Worthington is seeking proposals from experienced consulting firms for professional services to prepare a new, city-wide Comprehensive Plan (hereinafter ‘RFP’). The City seeks a multi-disciplinary team with significant experience in the development of comprehensive plans that incorporates substantial public input in diverse communities. Proposals will be accepted in accordance with the terms, conditions, and instructions set forth in this RFP. Responses are due no later than 4 p.m. February 23, 2023.

Respondents shall submit (1) digital copy of their proposal by email to mselof@ci.worthington.mn.us.

All correspondence and communication regarding this RFP should be directed to Matt Selof, Director of Community Development, at mselof@ci.worthington.mn.us or 507-666-5027. All questions concerning this RFP must be received by February 16, 2023.

Community Background

The City of Worthington is located in the Southwest corner of Minnesota at the intersection of Interstate 90, Minnesota State Highway 60, and US Highway 59. Nestled around Lake Okabena the City is home to research companies and several manufacturing, processing and shipping companies. Just off the east side of the lake is downtown Worthington featuring many small businesses, restaurants, and residential dwellings. The City also boasts an excellent school system, community and technical college, two medical clinics, and a 48-bed hospital. The largest employer in Worthington is JBS, employing approximately 2,000+ full time employees, followed by Independent School District 518 with approximately 540 employees, most of which are also full time.

The City has defied the demographic trends of Greater Minnesota over the last two Census periods, increasing its population by 13.1% from 2000 to 2010 and 9.3% from 2010 to 2020, to a total population of 13,947 in 2020. The City of Worthington is the driver of population and household growth for the area. Additionally, the City is becoming significantly more diverse over time.

Worthington’s 26 parks, with 10 being lakeside parks, are a highlight of the community. In recent years of the City parks have undergone significant improvements ranging from a splash pad to new shelter houses and an inclusive playground.

The City has recently focused much of its efforts on creating amenities and enhancing the quality of life for residents. A city-owned movie theater (rented to an outside operator) and a new Fieldhouse featuring a turf fields, batting cages, indoor playground and more recently opened. The City broke ground on a new aquatics center in 2021 and in 2022 took over management of the Worthington Ice Arena.

The city has been working on housing development in an ongoing effort to address the severe lack of residential housing in Worthington; the current demand exceed availability.

Project Description and Scope of Services

The City's last full comprehensive plan update was adopted in 2004. It has received minor amendments over the last 18 years. The City's current comprehensive plan can be found on the City's website at: <http://www.ci.worthington.mn.us/sites/default/files/comprehensive-plan.pdf> Worthington has grown significantly since 2004 and population forecasts predict additional growth in the coming years.

To ensure that new development meets the City of Worthington's vision for the future, the City finds that a new, updated Comprehensive Plan is needed. The new Plan should be developed with a robust public engagement process. The consultant should seek methods to engage the public, stakeholders, and government officials and staff through various means of communication, including, but not limited to presentations, public hearings, focus groups, online engagement, social media and workshops. The consultant should have expert knowledge of planning for small towns and cities along major highway corridors and significant experience in working with diverse communities. The new comprehensive plan should establish an overall vision, goals and objectives for the City over the next 20 years. These vision, goals, and objectives should be achievable, consideration should be given to the City's capacity to fulfill the goals set.

The final scope of services will be developed in collaboration with the selected firm. Components of the Plan, and consultant responsibilities, at a minimum, will include:

1. Participatory Process - Develop, coordinate and conduct an in-depth public process in coordination with City Staff to encourage citizen input. The interaction and participation of residents, business leaders, elected officials, and administration is critical for the development and success of the plan. Engaging with the City's diverse population is a necessity, this will include developing processes to engage with residents who may not read, write, or speak English.
2. Background - Provide and analyze historical background of development in the city.
3. Vision/Overview of the Plan - Develop an overview and vision of the plan to be included.

4. Planning Elements - Include discussion on land use, housing, transportation, community facilities/amenities, natural resources, parks, utilities, and economic development.
5. Short and Long- Term goals – Discuss and incorporate both, short-term and long-term goals for the City into the Plan.
6. Implementation - Develop strategies to implement goals and measures of success.
7. Maps and Graphics - The consultant/team will be responsible for developing and preparing graphics, charts, and maps for presentations, public meetings/engagement and the final report. All GIS work associated with the final plan will be the consultant's responsibility. The City will provide data and assist as needed.

Project Deliverables

The Consultant is expected to provide the following deliverables after adoption:

1. Electronic format(s) of final product, which becomes the property of the City for future use and modification.
2. All other data and information that was collected throughout the process in digital copy.
3. All public participation materials.

Primary topics and components to be addressed in Plan

- Land Use and Zoning
- Housing
- Transportation
- Parks
- Public buildings and Recreation
- Economic Development
- Natural Resource Management
- Utilities

Submission Requirements:

Specific Requirements - At a minimum, each submission must be arranged according to the following outline:

1. Title Sheet: The title sheet must provide the name(s) of the team submitting with the name of the primary contact clearly identified.
2. Cover Letter: The cover letter must indicate the composition of the entire team including the principal in charge, project manager and support team.
3. Table of Contents.

4. Current Active Projects: Including the name, type of project, location, firm's role in the project and status of the project.
5. Background: Summary of firm's background and focus.
6. Past Projects: Provide a minimum of three (3) and a maximum of five (5) representative completed projects. Each past performance project description should also contain:
 - a. Location
 - b. Client
 - c. Date of project involvement
 - d. Project description including illustrative materials and a written description of why this example is relevant to this comprehensive planning project
 - e. Probable cost and scope of the project
 - f. Specific services performed by the firm
7. Public engagement approach: List at least three innovative public engagement activities utilized in past projects.
8. Team Composition: Provide names, titles and qualifications of individuals who will be assigned to the project. This section of the response should include descriptions of the respective roles that will be played by team members. Discuss the experiences of team members on the example projects referred to above. A resume (no more than one-page in length) should be included for key team members in an addendum to the response. Preference will be given to teams with bilingual members.
9. Professional References: List a minimum of three (3) references for each firm. List references for the example projects. For each reference list the contact's name, address, phone number, email, and relationship to the firm.
10. Approach to Project: Briefly describe the approach the firm would take to develop a new comprehensive plan, including background research and review of relevant plans, a public participation and visioning program, development of new land use and transportation, and housing plans and development of implementation strategies. The consultant should demonstrate a solid understanding of Worthington and its long-term growth challenges and interests.
11. Fee Structure: Proposed fee structure for the project. Include anticipated travel costs associated with the project.
12. Estimated Time for Completion: Provide an estimated time frame for completion of the comprehensive plan update and the capacity of the project team to fulfill the scope of services.

Criteria for Consideration of Qualifications:

The following factors will be used to evaluate consultant's qualifications:

- Technical approach/understanding of comprehensive planning for a unique city with a diverse population.
- Experience and knowledge in developing similar plans with multiple plan elements by consultant personnel who will be directly involved with the project.
- Ability to complete the plan within a reasonable timeframe.
- Ability to maintain communication on plan development.
- Ability to involve partners and stakeholders in the planning process.
- The ability of the firm to perform the proposed work.
- The proposed fees.
- References.

Tentative Timeline (To Be Negotiated with Firm Selected)

RFP Release Date: January 26th, 2023.

Responses Due: 4 p.m. February 23rd, 2023.

Interviews: Beginning week of March 20th – 24th, 2023.

Project Start: May, 2023.

Project End Date: May, 2024.

Budget

The City presently has \$100,000 budgeted for this project.

Conditions and Limitations

1. The City reserves the right to reject any or all responses to the RFP, to advertise for new responses, or to accept any responses deemed to be in the best interest of the City. A response to this RFP should not be construed as a contract or an indication of a commitment of any kind on the part of the City, nor does the City commit to pay for the costs incurred in the submission of a response to this request or for any costs incurred prior to the execution of a final contract.
2. Upon selection, a Professional Services Contract shall be prepared, negotiated, and fully executed and a notice to proceed shall be issued before work is initiated.

3. The City shall retain ownership of all documents, reports, maps, or plans prepared under contract.
4. The City reserves the right to terminate the contract by written notice if, in the City's opinion, the consultant is unable to fulfill the obligations under the contract.
5. The consultant shall not assign or transfer any interest in the contract without prior written consent of the City.

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ALEX AIR APPARATUS INC	1/13/23	MASK FIT TESTS	GENERAL FUND	FIRE ADMINISTRATION	891.00
	1/13/23	GEAR FOR NEW HIRES	GENERAL FUND	FIRE ADMINISTRATION	<u>2,659.16</u>
				TOTAL:	3,550.16
ANDERSON ALIGNMENT	1/13/23	#308 SERVICE & DOT INSPECT MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS		158.05
	1/13/23	#308 SERVICE & DOT INSPECT MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS		<u>165.00</u>
				TOTAL:	323.05
ARNOLD MOTOR SUPPLY LLP	1/13/23	SPARK PLUG, FILTERS	ELECTRIC	O-DISTR MISC	38.53
	1/13/23	PUSHER	ELECTRIC	O-DISTR MISC	75.53
	1/13/23	FILTER	ELECTRIC	O-DISTR MISC	165.59
	1/13/23	FUEL FILTER	ELECTRIC	O-DISTR MISC	33.30
	1/13/23	BRAKE CLEANER/PADS	ELECTRIC	O-DISTR MISC	42.37
	1/13/23	SEPARATOR	ELECTRIC	O-DISTR MISC	79.47
	1/13/23	OIL	ELECTRIC	O-DISTR MISC	10.75
	1/13/23	DEGREASER	ELECTRIC	O-DISTR MISC	<u>38.17</u>
				TOTAL:	483.71
BAUMHOEFNER CAMRYN K	1/13/23	UNIFORMS	GENERAL FUND	SECURITY CENTER	100.67
	1/13/23	UNIFORMS	GENERAL FUND	SECURITY CENTER	<u>100.67</u>
				TOTAL:	201.34
BREWSTER HEATING & COOLING LLC	1/13/23	QUALITY INSTALL BONUS	ELECTRIC	CUSTOMER INSTALL EXPEN	<u>200.00</u>
				TOTAL:	200.00
BROUILLET DANIEL	1/13/23	BOOTS - ALLOWANCE	GENERAL FUND	POLICE ADMINISTRATION	<u>148.00</u>
				TOTAL:	148.00
DANIEL A. BROUILLET	1/13/23	WIPER BLADE	GENERAL FUND	POLICE ADMINISTRATION	40.98
	1/13/23	SIDEWALK SNOW REMOVAL 12/2	GENERAL FUND	CODE ENFORCEMENT	<u>70.00</u>
				TOTAL:	110.98
C&S CHEMICALS INC	1/13/23	4535 GALLONS OF ALUM	MUNICIPAL WASTEWAT	O-PURIFY MISC	<u>6,258.30</u>
				TOTAL:	6,258.30
CAMPSPOT	1/13/23	RESERVATION & MARKETPLACE	RECREATION	OLSON PARK CAMPGROUND	<u>10.06</u>
				TOTAL:	10.06
CHRISTIANSON PLLP	1/13/23	2021 FIRE RELIEF AUDIT	GENERAL FUND	FIRE ADMINISTRATION	<u>5,300.00</u>
				TOTAL:	5,300.00
CNH INDUSTRIAL ACCOUNTS	1/13/23	TOOL CAT OIL FILTER	RECREATION	PARK AREAS	115.52
	1/13/23	SWEEPER	RECREATION	PARK AREAS	1,170.76
	1/13/23	VALVE	RECREATION	PARK AREAS	12.64
	1/13/23	FUEL FILTER-SKIDLOADER	RECREATION	PARK AREAS	<u>89.05</u>
				TOTAL:	1,387.97
COOPERATIVE ENERGY CO- ACCT# 05412019	1/13/23	OIL	ELECTRIC	O-DISTR UNDERGRND LINE	152.30
	1/13/23	OIL	ELECTRIC	O-DISTR UNDERGRND LINE	<u>152.30</u>
				TOTAL:	304.60
DACOTAH PAPER CO	1/13/23	BAGS/TOILET PAPER	LIQUOR	O-GEN MISC	377.45
	1/13/23	BAGS	LIQUOR	O-GEN MISC	<u>58.50</u>
				TOTAL:	318.95
DEPARTMENT OF LABOR AND INDUSTRY	1/13/23	4TH QTR PERMIT SURCHARGE	GENERAL FUND	NON-DEPARTMENTAL	2,386.37

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	1/13/23	2ND QTR PERMIT SURCHARGE	GENERAL FUND	NON-DEPARTMENTAL	1,810.10
	1/13/23	1ST QTR PERMT SURCHARGE	GENERAL FUND	NON-DEPARTMENTAL	573.32
	1/13/23	3RD QTR PERMIT SURCHARGE	GENERAL FUND	NON-DEPARTMENTAL	<u>1,236.67</u>
		TOTAL:			6,006.46
DEPUTY REGISTER #33	1/13/23	04 ARMANDA FORFEITURE	GENERAL FUND	POLICE ADMINISTRATION	<u>35.00</u>
		TOTAL:			35.00
DOLL DISTRIBUTING LLC	1/13/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	111.40
	1/13/23	BEER	LIQUOR	NON-DEPARTMENTAL	15,420.50
	1/13/23	BEER	LIQUOR	NON-DEPARTMENTAL	<u>202.05</u>
		TOTAL:			15,733.95
DUBOIS CHEMICALS INC	1/13/23	SODA ASH	INDUSTRIAL WASTEWA	O-PURIFY MISC	<u>9,700.19</u>
		TOTAL:			9,700.19
E-Z WASH	1/13/23	CAR WASHES	GENERAL FUND	POLICE ADMINISTRATION	4.00
	1/13/23	CAR WASHES	GENERAL FUND	POLICE ADMINISTRATION	<u>144.00</u>
		TOTAL:			148.00
FASTENAL COMPANY	1/13/23	BOLTS	ELECTRIC	M-DISTR UNDERGRND LINE	366.02
	1/13/23	BOLTS	ELECTRIC	M-DISTR UNDERGRND LINE	<u>36.68</u>
		TOTAL:			402.70
FRONTIER COMMUNICATION SERVICES	1/13/23	PHONE SERVICE	WATER	O-PUMPING	46.65
	1/13/23	PHONE SERVICE	WATER	O-PURIFY MISC	62.48
	1/13/23	PHONE SERVICE	WATER	O-PURIFY MISC	37.68
	1/13/23	PHONE SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	62.48
	1/13/23	PHONE SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	53.52
	1/13/23	PHONE SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	62.48
	1/13/23	PHONE SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	62.48
	1/13/23	PHONE SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	37.68
	1/13/23	PHONE SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	47.59
	1/13/23	PHONE SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	62.48
	1/13/23	PHONE SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	62.48
	1/13/23	PHONE SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	60.22
	1/13/23	PHONE SERVICE	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	39.16
	1/13/23	PHONE SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	60.53
	1/13/23	PHONE SERVICE	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	39.16
	1/13/23	PHONE SERVICE	ELECTRIC	O-SOURCE MISC	70.07
	1/13/23	PHONE SERVICE	ELECTRIC	O-DISTR STATION EXPENS	122.33
	1/13/23	PHONE SERVICE	ELECTRIC	ACCTS-RECORDS & COLLEC	<u>23.92</u>
		TOTAL:			1,013.39
GOPHER STATE ONE CALL	1/13/23	MONTHLY LOCATE SERVICES	WATER	O-DISTR MISC	6.75
	1/13/23	MONTHLY LOCATE SERVICES	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	6.75
	1/13/23	MONTHLY LOCATE SERVICES	ELECTRIC	O-DISTR MISC	<u>13.50</u>
		TOTAL:			27.00
GRAHAM TIRE OF WORTHINGTON INC	1/13/23	SQUAD 21-35 OIL CHANGE/ROT	GENERAL FUND	POLICE ADMINISTRATION	37.92
	1/13/23	SQUAD 21-35 OIL CHANGE/ROT	GENERAL FUND	POLICE ADMINISTRATION	<u>19.95</u>
		TOTAL:			57.87
HACH COMPANY	1/13/23	BOD PROBE PARTS	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	<u>243.22</u>
		TOTAL:			243.22

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
HAWKINS INC	1/13/23	2000 LBS CHLORINE	WATER	O-PURIFY	<u>1,887.00</u>
				TOTAL:	1,887.00
HITACHI ENERGY USA INC	1/13/23	SUBSTATION #3 95% PAYMENT	ELECTRIC	FA DISTR STATION EQUIP	<u>959,814.45</u>
				TOTAL:	959,814.45
HOFFMAN DAVID	1/13/23	MSCIC LUNCH REIMBURSEMENT	GENERAL FUND	POLICE ADMINISTRATION	<u>48.36</u>
				TOTAL:	48.36
HY-VEE INC-61609 (UTILITIES)	1/13/23	ICE FOR SAMPLES	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	8.07
	1/13/23	CLEANING SUPPLIES	MUNICIPAL WASTEWAT	O-PURIFY MISC	12.88
	1/13/23	KLEENEX, TOILET PAPER	MUNICIPAL WASTEWAT	O-PURIFY MISC	<u>52.36</u>
				TOTAL:	73.31
ICC CDS LLC	1/13/23	MUNICIPITY MAINT & HOSTING	GENERAL FUND	ECONOMIC DEVELOPMENT	<u>3,360.00</u>
				TOTAL:	3,360.00
INFRARED SERVICES	1/13/23	INFRARED INSP & ANALYSIS	ELECTRIC	CUSTOMER INSTALL EXPEN	<u>2,915.65</u>
				TOTAL:	2,915.65
INTERNATIONAL ASSOC OF CHIEFS OF POLIC	1/13/23	MEMBERSHIP DUES	GENERAL FUND	POLICE ADMINISTRATION	<u>190.00</u>
				TOTAL:	190.00
JERRY'S AUTO SUPPLY OF WORTHINGTON INC	1/13/23	#207 HYDRAULIC HOSE	WATER	M-TRANS MAINS	<u>52.48</u>
				TOTAL:	52.48
JJ LOPEZ ENTERPRISES LLC	1/13/23	RENTAL INSPECTOR HOURS	GENERAL FUND	ECONOMIC DEVELOPMENT	4,800.00
	1/13/23	RENTAL INSPECTOR HOURS	GENERAL FUND	ECONOMIC DEVELOPMENT	1,320.00
	1/13/23	AQUATIC CENTER	AQUATIC CENTER FAC	AQUATIC CENTER FACILIT	1,400.00
	1/13/23	AQUATIC CENTER	AQUATIC CENTER FAC	AQUATIC CENTER FACILIT	<u>480.00</u>
				TOTAL:	8,000.00
LEWIS & CLARK REGIONAL WATER SYSTEM IN	1/13/23	LOBBYING CHARGES (2ND QTR)	WATER	O-SOURCE WELLS & SPRNG	<u>1,335.00</u>
				TOTAL:	1,335.00
MALLOY ELECTRIC BEARING SUPPLY	1/13/23	418 TAPERED ROLLER BEARING	GENERAL FUND	ICE AND SNOW REMOVAL	<u>285.21</u>
				TOTAL:	285.21
MCCLURE PLG. & HTG., INC	1/13/23	REPAIR UNIT HEATER	ELECTRIC	M-DISTR STRUCTURES	<u>225.00</u>
				TOTAL:	225.00
MIDWEST GARAGE DOORS INC	1/13/23	STREET SHOP SOUTHEAST DOOR	GENERAL FUND	PAVED STREETS	45.90
	1/13/23	STREET SHOP SOUTHEAST DOOR	GENERAL FUND	PAVED STREETS	<u>475.00</u>
				TOTAL:	520.90
MINNESOTA ELEVATOR INC	1/13/23	QUARTERLY ELEVATOR SERVICE	GENERAL FUND	GENERAL GOVT BUILDINGS	<u>214.07</u>
				TOTAL:	214.07
MINNESOTA ENERGY RESOURCES CORP	1/13/23	GAS SERVICE	GENERAL FUND	GENERAL GOVT BUILDINGS	2,041.89
	1/13/23	GAS SERVICE	GENERAL FUND	PAVED STREETS	388.03
	1/13/23	GAS SERVICE	GENERAL FUND	PAVED STREETS	2,590.33
	1/13/23	GAS SERVICE	GENERAL FUND	CENTER FOR ACTIVE LIVI	1,176.17
	1/13/23	GAS SERVICE	RECREATION	FIELD HOUSE	2,463.70
	1/13/23	GAS SERVICE	RECREATION	ICE ARENA	3,265.07
	1/13/23	GAS SERVICE	RECREATION	PARK AREAS	2,590.33
	1/13/23	GAS SERVICE	RECREATION	OLSON PARK CAMPGROUND	435.99

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	1/13/23	GAS SERVICE	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	3,792.66
	1/13/23	GAS SERVICE	WATER	O-DISTR MISC	18.50
	1/13/23	GAS SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	5,866.15
	1/13/23	GAS SERVICE	LIQUOR	O-GEN MISC	2,276.98
	1/13/23	GAS SERVICE	AIRPORT	O-GEN MISC	710.79
	1/13/23	GAS SERVICE	AIRPORT	O-GEN MISC	<u>1,249.67</u>
			TOTAL:		28,866.26
MINNESOTA VALLEY TESTING LABS INC	1/13/23	TOTAL KJELDAHL NITROGEN, N	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	93.83
	1/13/23	SALTY DISCHARGE TESTS	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	<u>172.99</u>
			TOTAL:		266.82
MISCELLANEOUS V GARCIA MARIA	1/13/23	WATER SOFTNER REBATE	MUNICIPAL WASTEWAT	O-PURIFY MISC	150.00
REKER NANCY	1/13/23	WATER SOFTNER REBATE	MUNICIPAL WASTEWAT	O-PURIFY MISC	500.00
REKER WAYNE	1/13/23	WATER SOFTNER REBATE	MUNICIPAL WASTEWAT	O-PURIFY MISC	150.00
CHIC MORENTE GREGORIO	1/13/23	REFUND OF CREDITS-ACCTS FI	ELECTRIC	NON-DEPARTMENTAL	55.59
MATIAS BENNITO	1/13/23	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	149.86
PEREZ GARCIA LUCIANO	1/13/23	REFUND OF CREDITS-ACCTS FI	ELECTRIC	NON-DEPARTMENTAL	59.04
RODRIGUEZ TALIA	1/13/23	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	14.57
GBRETSADIK ALEMA	1/13/23	REFUND OF CREDITS-ACCTS FI	ELECTRIC	NON-DEPARTMENTAL	50.40
PAW MOO RA	1/13/23	REFUND OF CREDITS-ACCTS FI	ELECTRIC	NON-DEPARTMENTAL	27.51
TONSAY BOUNMY	1/13/23	REFUND OF CREDITS-ACCTS FI	ELECTRIC	NON-DEPARTMENTAL	158.17
CARABANTES MARAVILLA	1/13/23	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	44.56
DABI AMADU K	1/13/23	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	18.60
ORELLANA MARILYN L	1/13/23	REFUND OF CREDITS-ACCTS FI	ELECTRIC	NON-DEPARTMENTAL	50.79
LOPEZ AURORA M	1/13/23	REFUND OF CREDITS-ACCTS FI	ELECTRIC	NON-DEPARTMENTAL	55.46
POTTS REBECCA	1/13/23	REFUND OF CREDITS-ACCTS FI	ELECTRIC	NON-DEPARTMENTAL	147.52
THORLAKSON GARRET	1/13/23	REFUND OF CREDITS-ACCTS FI	ELECTRIC	NON-DEPARTMENTAL	110.62
AYRES SEV	1/13/23	REFUND OF CREDITS-ACCTS FI	ELECTRIC	NON-DEPARTMENTAL	102.01
MORALES ERICA A	1/13/23	REFUND OF CREDITS-ACCTS FI	ELECTRIC	NON-DEPARTMENTAL	26.36
VASQUEZ NATHALIA	1/13/23	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	52.19
ALCANTAR ABRAHAM	1/13/23	REFUND OF CREDITS-ACCTS FI	ELECTRIC	NON-DEPARTMENTAL	34.36
ALCANTAR ABRAHAM	1/13/23	REFUND OF CREDITS-ACCTS FI	ELECTRIC	NON-DEPARTMENTAL	115.87
RAMOS BERENISE	1/13/23	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	144.17
BATISTA HALIMA L	1/13/23	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	62.52
FLORES IBARRA EMILY	1/13/23	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	21.52
WRIGHT TRAVIS	1/13/23	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	19.20
AGDEW LEMLEM	1/13/23	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	117.39
LOPEZ CHAVEZ LAURA	1/13/23	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	34.96
ALBERSMNA DARYLE	1/13/23	SMART PROGRAMABLE THERMOST	ELECTRIC	CUSTOMER INSTALL EXPEN	25.00
MATIAS BENNITO	1/13/23	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.10
RODRIGUEZ TALIA	1/13/23	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.05
CARABANTES MARAVILLA	1/13/23	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.08
DABI AMADU K	1/13/23	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.08
VASQUEZ NATHALIA	1/13/23	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.03
RAMOS BERENISE	1/13/23	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.25
BATISTA HALIMA L	1/13/23	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.09
FLORES IBARRA EMILY	1/13/23	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.09
WRIGHT TRAVIS	1/13/23	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.06
AGDEW LEMLEM	1/13/23	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.19
LOPEZ CHAVEZ LAURA	1/13/23	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	<u>0.07</u>
			TOTAL:		2,499.33
MINN DEPT OF NATURAL RESOURCES-OMB	1/13/23	ANNUAL APPROPRIATIONS PERM WATER		O-SOURCE WELLS & SPRNG	<u>5,540.30</u>
				TOTAL:	5,540.30

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MPCA	1/13/23	MPCA LAB CERTIFICATION 202	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	<u>2,466.00</u>
				TOTAL:	2,466.00
MTI DISTRIBUTING INC	1/13/23	TORO MOWERS	RECREATION	PARK AREAS	<u>4,265.87</u>
				TOTAL:	4,265.87
NCNL OF WISCONSIN INC	1/13/23	PH BUFFER SOLUTIONS	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	<u>297.02</u>
				TOTAL:	297.02
NICOLE R KEMPEMA	1/13/23	DECEMBER CLEANING	GENERAL FUND	GENERAL GOVT BUILDINGS	2,100.00
	1/13/23	DECEMBER CLEANING	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	<u>1,456.31</u>
				TOTAL:	3,556.31
ONE OFFICE SOLUTION-WOCITY	1/13/23	CHAIR	GENERAL FUND	ENGINEERING ADMIN	320.07
	1/13/23	DESKPAD/PENS/MARKERS/PAPER	LIQUOR	O-GEN MISC	219.65
	1/13/23	COPIER STAPLES	DATA PROCESSING	COPIER/FAX	<u>98.00</u>
				TOTAL:	637.72
ONE OFFICE SOLUTION-WOUTIL	1/13/23	LABELS	WATER	ADMIN OFFICE SUPPLIES	5.13
	1/13/23	PAPER	WATER	ADMIN OFFICE SUPPLIES	3.15
	1/13/23	STAMP DATER	WATER	ACCTS-RECORDS & COLLEC	17.26
	1/13/23	PRINTER CARTRIDGE	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	116.99
	1/13/23	LABELS	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	5.12
	1/13/23	PAPER	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	3.14
	1/13/23	STAMP DATER	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	17.26
	1/13/23	LABELS	ELECTRIC	ADMIN OFFICE SUPPLIES	10.25
	1/13/23	PAPER	ELECTRIC	ADMIN OFFICE SUPPLIES	6.29
	1/13/23	STAMP DATER	ELECTRIC	ACCTS-RECORDS & COLLEC	<u>34.52</u>
				TOTAL:	219.11
PEIL BRANDON	1/13/23	MSCIC CONFERENCE REIMBURSE	GENERAL FUND	POLICE ADMINISTRATION	<u>45.25</u>
				TOTAL:	45.25
PLUNKETTS PEST CONTROL INC	1/13/23	PEST CONTROL	LIQUOR	O-GEN MISC	<u>85.57</u>
				TOTAL:	85.57
POWERPLAN	1/13/23	COMPACT EXCAV FILTER	ELECTRIC	O-DISTR MISC	<u>76.75</u>
				TOTAL:	76.75
BRIAN POWERS	1/13/23	DECEMBER BOILER CHECKS	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	<u>300.00</u>
				TOTAL:	300.00
PROGRESSIVE PRODUCTS INC	1/13/23	MOBILE STAGE PAYMENT	GENERAL FUND	OTHER GEN GOVT MISC	<u>103,000.00</u>
				TOTAL:	103,000.00
QUALITY RESOURCE GROUP	1/13/23	TAX FORMS 2022	DATA PROCESSING	DATA PROCESSING	<u>445.89</u>
				TOTAL:	445.89
RADIO WORKS LLC	1/13/23	SINGLE BLITZ PACKAGE	LIQUOR	O-GEN MISC	600.00
	1/13/23	Q4 GROCERY GIVEAWAY	LIQUOR	O-GEN MISC	250.00
	1/13/23	HOLIDAY GREETING	LIQUOR	O-GEN MISC	150.00
	1/13/23	ALL IN SPORTS	LIQUOR	O-GEN MISC	<u>150.00</u>
				TOTAL:	1,150.00
RILEY MARK	1/13/23	TRAVEL TO PICK UP NEW K9	GENERAL FUND	POLICE ADMINISTRATION	46.56
	1/13/23	TRAVEL TO PICK UP NEW K9	GENERAL FUND	POLICE ADMINISTRATION	14.15

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	60.71
RONS REPAIR INC	1/13/23	DIESEL TREATMENT	ELECTRIC	O-DISTR UNDERGRND LINE	27.22
				TOTAL:	27.22
RUNNINGS SUPPLY INC-ACCT#9502440	1/13/23	SERVICE LINE REPAIRS	WATER	O-DIST UNDERGRND LINES	32.04
	1/13/23	WINTER GEAR -FEIT	WATER	O-DISTR MISC	139.99
	1/13/23	PLATE SETTLER DRAIN REPAIR	WATER	M-PURIFY EQUIPMENT	5.29
	1/13/23	PLATE SETTLER DRAIN REPAIR	WATER	M-PURIFY EQUIPMENT	18.49
	1/13/23	DUMP TRUCK ANTIFREEZE	WATER	M-TRANS MAINS	11.49
	1/13/23	FUEL STABILIZER	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	8.99
	1/13/23	RAGS IN A BOX	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	25.98
	1/13/23	TOOLS FOR UNIT #300	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	119.95
	1/13/23	CUTOFF WHEELS, DEF	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	24.55
	1/13/23	SCREWDRIVER	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	2.99
	1/13/23	LED BULBS FOR PLANT GARAGE	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	16.99
	1/13/23	WEATHERSTRIP	ELECTRIC	O-DISTR MISC	41.27
				TOTAL:	448.02
RUNNINGS SUPPLY INC-ACCT#9502485	1/13/23	SQUAD KEY	GENERAL FUND	POLICE ADMINISTRATION	2.99
	1/13/23	KEYS DOG POUND	GENERAL FUND	POLICE ADMINISTRATION	13.43
				TOTAL:	16.42
SANBORN SAVINGS BANK	1/13/23	2011 CAMARO FORFEITURE	GENERAL FUND	POLICE ADMINISTRATION	2,257.71
				TOTAL:	2,257.71
PAIGE SCHULTZ	1/13/23	VACUUM CLEANER & FILTERS	LIQUOR	O-GEN MISC	113.14
				TOTAL:	113.14
SCHWALBACH ACE #6067	1/13/23	AIR COMPRESSOR-WET WELL LE	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	169.99
	1/13/23	CABLE TIES	ELECTRIC	O-DISTR MISC	9.99
	1/13/23	NOZZLE	ELECTRIC	O-DISTR MISC	9.99
	1/13/23	COPPER CAP	ELECTRIC	O-DISTR MISC	1.99
	1/13/23	SCREWS	ELECTRIC	O-DISTR MISC	34.96
	1/13/23	TORCH SETS	ELECTRIC	O-DISTR MISC	45.98
	1/13/23	SCREWS	ELECTRIC	O-DISTR MISC	46.99
				TOTAL:	319.89
ST LOUIS MRO, INC	1/13/23	DRUG SCREEN COLLECTIONS	GENERAL FUND	PAVED STREETS	25.00
	1/13/23	DRUG SCREEN COLLECTIONS	RECREATION	PARK AREAS	25.00
	1/13/23	DRUG SCREEN COLLECTIONS	WATER	O-DISTR MISC	25.00
	1/13/23	DRUG SCREEN COLLECTIONS	MUNICIPAL WASTEWAT	O-PURIFY MISC	25.00
	1/13/23	DRUG SCREEN COLLECTIONS	ELECTRIC	O-DISTR MISC	50.00
				TOTAL:	150.00
SWIFT AIR INC	1/13/23	SERVICE CALL 12/12/22	GENERAL FUND	GENERAL GOVT BUILDINGS	566.10
				TOTAL:	566.10
THOMSON REUTERS - WEST	1/13/23	DECEMBER SOFTWARE CHARGES	GENERAL FUND	POLICE ADMINISTRATION	274.39
				TOTAL:	274.39
TRENTON J STOYKE	1/13/23	CITY MATS	GENERAL FUND	GENERAL GOVT BUILDINGS	60.80
				TOTAL:	60.80
U S POSTAL SERVICE (QUADIENT-POC)	1/13/23	POSTAGE MACHINE REFILL	GENERAL FUND	MAYOR AND COUNCIL	9.18
	1/13/23	POSTAGE MACHINE REFILL	GENERAL FUND	ADMINISTRATION	10.12

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	1/13/23	POSTAGE MACHINE REFILL	GENERAL FUND	ELECTIONS	91.33
	1/13/23	POSTAGE MACHINE REFILL	GENERAL FUND	CLERK'S OFFICE	84.30
	1/13/23	POSTAGE MACHINE REFILL	GENERAL FUND	ENGINEERING ADMIN	71.08
	1/13/23	POSTAGE MACHINE REFILL	GENERAL FUND	ECONOMIC DEVELOPMENT	724.84
	1/13/23	POSTAGE MACHINE REFILL	GENERAL FUND	FIRE ADMINISTRATION	1.14
	1/13/23	POSTAGE MACHINE REFILL	GENERAL FUND	PAVED STREETS	24.88
	1/13/23	POSTAGE MACHINE REFILL	GENERAL FUND	CENTER FOR ACTIVE LIVI	10.26
	1/13/23	POSTAGE MACHINE REFILL	RECREATION	FIELD HOUSE	13.11
	1/13/23	POSTAGE MACHINE REFILL	LIQUOR	O-GEN MISC	1.71
	1/13/23	POSTAGE MACHINE REFILL	DATA PROCESSING	DATA PROCESSING	<u>643.05</u>
				TOTAL:	1,685.00

JACOB WALKER	1/13/23	MSCIC CONFERENCE REIMBURSE	GENERAL FUND	POLICE ADMINISTRATION	<u>44.29</u>
				TOTAL:	44.29

WORTHINGTON REGIONAL ECON DEV CORP	1/13/23	OCTOBER DUES	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	3,583.33
	1/13/23	NOVEMBER DUES	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	3,583.33
	1/13/23	DECEMBER DUES	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	<u>3,583.33</u>
				TOTAL:	10,749.99

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

101	GENERAL FUND	142,290.64
202	MEMORIAL AUDITORIUM	300.00
229	RECREATION	14,457.10
231	ECONOMIC DEV AUTHORITY	15,998.96
431	AQUATIC CENTER FACILITY	1,880.00
601	WATER	9,244.68
602	MUNICIPAL WASTEWATER	17,787.83
604	ELECTRIC	966,671.46
605	INDUSTRIAL WASTEWATER	9,700.19
609	LIQUOR	19,899.95
612	AIRPORT	1,960.46
702	DATA PROCESSING	1,186.94

GRAND TOTAL: 1,201,378.21

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ABBOTT, ROBINSON & ASSOCIATES	1/20/23	PLAN REVIEW	GENERAL FUND	ECONOMIC DEVELOPMENT	1,500.00
	1/20/23	PLAN REVIEW	GENERAL FUND	ECONOMIC DEVELOPMENT	<u>1,250.00</u>
		TOTAL:			2,750.00
ADRIAN AUTO SERVICE LLC	1/20/23	ICR 22008345 LOADING FEE	GENERAL FUND	POLICE ADMINISTRATION	<u>135.00</u>
		TOTAL:			135.00
ANDERSON ALIGNMENT	1/20/23	TRAILER TUBE	GENERAL FUND	PAVED STREETS	63.59
	1/20/23	TRAILER TUBE	GENERAL FUND	PAVED STREETS	65.00
	1/20/23	409 DRIVE BELT TENSIONER	GENERAL FUND	PAVED STREETS	407.03
	1/20/23	409 DRIVE BELT TENSIONER	GENERAL FUND	PAVED STREETS	197.25
	1/20/23	BATTERIES	GENERAL FUND	PAVED STREETS	675.80
	1/20/23	412 HD MOUNT & DISMOUNT	GENERAL FUND	PAVED STREETS	512.92
	1/20/23	412 HD MOUNT & DISMOUNT	GENERAL FUND	PAVED STREETS	139.90
	1/20/23	418 FUEL FILTERS & PRIME	GENERAL FUND	ICE AND SNOW REMOVAL	47.50
	1/20/23	418 FUEL FILTERS & PRIME	GENERAL FUND	ICE AND SNOW REMOVAL	387.67
	1/20/23	407 HD MOUNT & DISMOUNT	GENERAL FUND	ICE AND SNOW REMOVAL	395.54
	1/20/23	407 HD MOUNT & DISMOUNT	GENERAL FUND	ICE AND SNOW REMOVAL	139.90
	1/20/23	418 NEW PUMP	GENERAL FUND	ICE AND SNOW REMOVAL	256.50
	1/20/23	418 NEW PUMP	GENERAL FUND	ICE AND SNOW REMOVAL	1,742.24
	1/20/23	418 NEW PUMP	GENERAL FUND	ICE AND SNOW REMOVAL	1,402.10
	1/20/23	UNTI 300 OIL CHANGE	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	50.11
	1/20/23	UNTI 300 OIL CHANGE	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	10.00
	1/20/23	421 HAND PRIMER/SLEEVE	AIRPORT	O-GEN MISC	125.73
	1/20/23	421 HAND PRIMER/SLEEVE	AIRPORT	O-GEN MISC	1,057.10
	1/20/23	421 OIL CHANGE	AIRPORT	O-GEN MISC	245.20
	1/20/23	421 OIL CHANGE	AIRPORT	O-GEN MISC	<u>376.35</u>
		TOTAL:			8,297.43
ARAMARK	1/20/23	TOWEL SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	<u>149.05</u>
		TOTAL:			149.05
ARNIE'S SHARPENING SERVICE	1/20/23	BLADE SHARPENING	RECREATION	ICE ARENA	<u>70.00</u>
		TOTAL:			70.00
ARTISAN BEER COMPANY	1/20/23	BEER	LIQUOR	NON-DEPARTMENTAL	20.76
	1/20/23	BEER	LIQUOR	NON-DEPARTMENTAL	30.75
	1/20/23	BEER	LIQUOR	NON-DEPARTMENTAL	<u>144.00</u>
		TOTAL:			153.99
ASTRUP DRUG INC	1/20/23	2022 TAX ABATEMENT	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	<u>5,354.86</u>
		TOTAL:			5,354.86
ATLANTIC BOTTLING COMPANY	1/20/23	MIX	LIQUOR	NON-DEPARTMENTAL	285.00
	1/20/23	MIX	LIQUOR	NON-DEPARTMENTAL	18.00
	1/20/23	MIX	LIQUOR	NON-DEPARTMENTAL	<u>229.00</u>
		TOTAL:			532.00
BAHRS SMALL ENGINE	1/20/23	BELT FOR SNOWBLOWER	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	<u>29.75</u>
		TOTAL:			29.75
BENTS TRUCKING	1/20/23	SNOW REMOVAL	GENERAL FUND	ICE AND SNOW REMOVAL	3,075.00
	1/20/23	SNOW REMOVAL	GENERAL FUND	ICE AND SNOW REMOVAL	<u>11,175.00</u>
		TOTAL:			14,250.00
BEVERAGE WHOLESALERS INC	1/20/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	94.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	1/20/23	BEER	LIQUOR	NON-DEPARTMENTAL	15,664.85
	1/20/23	BEER	LIQUOR	NON-DEPARTMENTAL	8,912.35
	1/20/23	BEER	LIQUOR	NON-DEPARTMENTAL	6,424.25
	1/20/23	BEER	LIQUOR	NON-DEPARTMENTAL	<u>3,878.95</u>
				TOTAL:	34,974.40
BILLION AUTOMOTIVE	1/20/23	SQUAD 20-25 OIL CHANGE	GENERAL FUND	POLICE ADMINISTRATION	33.02
	1/20/23	SQUAD 20-25 OIL CHANGE	GENERAL FUND	POLICE ADMINISTRATION	<u>8.63</u>
				TOTAL:	41.65
BLUEPEAK	1/20/23	INTERNET	GENERAL FUND	FIRE ADMINISTRATION	96.10
	1/20/23	CAL INTERNET	GENERAL FUND	CENTER FOR ACTIVE LIVI	<u>142.97</u>
				TOTAL:	239.07
BOLTON & MENK INC	1/20/23	WWTF IMPROVEMENTS-CONSTRUC	MUNICIPAL WASTEWAT	FA PURIFY STRUCTURES	17,707.50
	1/20/23	WWTF PLAN	INDUSTRIAL WASTEWA	O-PURIFY MISC	840.00
	1/20/23	LIQUOR STORE PARKING LOT	LIQUOR	O-GEN MISC	2,456.00
	1/20/23	AIRPORT MASTER PLAN	AIRPORT	PROJECT #4	<u>10,375.00</u>
				TOTAL:	31,378.50
BREAKTHRU BEVERAGE MINNESOTA BEER LLC	1/20/23	WINE	LIQUOR	NON-DEPARTMENTAL	128.00
	1/20/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	4,132.78
	1/20/23	WINE	LIQUOR	NON-DEPARTMENTAL	578.40
	1/20/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	1,552.28
	1/20/23	MIX	LIQUOR	NON-DEPARTMENTAL	136.30
	1/20/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	22.73-
	1/20/23	WINE	LIQUOR	NON-DEPARTMENTAL	229.20-
	1/20/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	22.73-
	1/20/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	15.52-
	1/20/23	WINE	LIQUOR	NON-DEPARTMENTAL	7.67-
	1/20/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	3.80-
	1/20/23	WINE	LIQUOR	NON-DEPARTMENTAL	80.00-
	1/20/23	FREIGHT	LIQUOR	O-SOURCE MISC	1.85
	1/20/23	FREIGHT	LIQUOR	O-SOURCE MISC	55.04
	1/20/23	FREIGHT	LIQUOR	O-SOURCE MISC	9.25
	1/20/23	FREIGHT	LIQUOR	O-SOURCE MISC	33.91
	1/20/23	FREIGHT	LIQUOR	O-SOURCE MISC	9.25
	1/20/23	FREIGHT	LIQUOR	O-SOURCE MISC	1.85-
	1/20/23	FREIGHT	LIQUOR	O-SOURCE MISC	3.70-
	1/20/23	FREIGHT	LIQUOR	O-SOURCE MISC	1.85-
	1/20/23	FREIGHT	LIQUOR	O-SOURCE MISC	0.15-
	1/20/23	FREIGHT	LIQUOR	O-SOURCE MISC	0.15-
	1/20/23	FREIGHT	LIQUOR	O-SOURCE MISC	0.30-
	1/20/23	FREIGHT	LIQUOR	O-SOURCE MISC	<u>1.85-</u>
				TOTAL:	6,245.56
BTU INC	1/20/23	HANGING HEATERS IN AIPORT	AIRPORT	O-GEN MISC	9,450.00
	1/20/23	TEMP FURNACE AT AIRPORT	AIRPORT	O-GEN MISC	<u>4,200.00</u>
				TOTAL:	13,650.00
CENTER SPORTS INC	1/20/23	MAYOR PLAQUE	GENERAL FUND	MAYOR AND COUNCIL	<u>28.35</u>
				TOTAL:	28.35
CENTRAL SALT LLC	1/20/23	SNOW SLICER	GENERAL FUND	ICE AND SNOW REMOVAL	3,178.88
	1/20/23	SNOW SLICER	GENERAL FUND	ICE AND SNOW REMOVAL	<u>6,541.50</u>
				TOTAL:	9,720.38

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CITY LAUNDERING CO	1/20/23	MOPS/MATS	LIQUOR	O-GEN MISC	36.35
	1/20/23	MOP/MATS	LIQUOR	O-GEN MISC	<u>36.35</u>
				TOTAL:	72.70
COMMISSIONER OF TRANSPORTATION	1/20/23	HANGAR LOAN REPAYMENT	AIRPORT	NON-DEPARTMENTAL	<u>920.00</u>
				TOTAL:	920.00
COOPERATIVE ENERGY CO- ACCT # 5910807	1/20/23	OIL	GENERAL FUND	ICE AND SNOW REMOVAL	155.10-
	1/20/23	SUPERLUBE INDOL ISO	GENERAL FUND	ICE AND SNOW REMOVAL	480.90
	1/20/23	FUEL	RECREATION	FIELD HOUSE	17.18
	1/20/23	OIL-TOOLCAT/SKIDLOADER	RECREATION	PARK AREAS	142.65
	1/20/23	SAW GAS	RECREATION	TREE REMOVAL	10.00
	1/20/23	SAW GAS	RECREATION	TREE REMOVAL	29.17
	1/20/23	GAS & DIESEL FOR TRACTOR	MUNICIPAL WASTEWAT	O-PURIFY MISC	358.89
	1/20/23	FUEL	ELECTRIC	O-SOURCE FUEL	24.40
	1/20/23	FUEL	ELECTRIC	O-SOURCE FUEL	68.83
	1/20/23	FUEL	ELECTRIC	O-SOURCE FUEL	47.61
	1/20/23	FUEL	ELECTRIC	O-SOURCE FUEL	<u>36.40</u>
				TOTAL:	1,060.93
DACOTAH PAPER CO	1/20/23	BAGS, ICE MELT	LIQUOR	O-GEN MISC	<u>330.68</u>
				TOTAL:	330.68
DGR ENGINEERING	1/20/23	SUBSTATION #3 PLANNING	ELECTRIC	FA DISTR STATION EQUIP	5,813.00
	1/20/23	SUBSTATION #3 DISTRIB FEED	ELECTRIC	FA DISTR STATION EQUIP	2,505.73
	1/20/23	SUBSTATION #3 DISTRIB FEED	ELECTRIC	FA IMPROVE OTHER THAN	<u>67.28</u>
				TOTAL:	8,386.01
DITCH WITCH UNDERCON	1/20/23	PUSHER PARTS	ELECTRIC	O-DISTR MISC	378.50-
	1/20/23	PUSHER FULE FILTER	ELECTRIC	O-DISTR MISC	7.71
	1/20/23	PUSHER PARTS	ELECTRIC	O-DISTR MISC	<u>1,262.75</u>
				TOTAL:	891.96
DOLL DISTRIBUTING LLC	1/20/23	BEER	LIQUOR	NON-DEPARTMENTAL	762.80
	1/20/23	BEER	LIQUOR	NON-DEPARTMENTAL	95.44
	1/20/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	140.00
	1/20/23	BEER	LIQUOR	NON-DEPARTMENTAL	7,334.55
	1/20/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	111.40
	1/20/23	MIX	LIQUOR	NON-DEPARTMENTAL	216.00
	1/20/23	BEER	LIQUOR	NON-DEPARTMENTAL	167.65-
	1/20/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	648.00
	1/20/23	BEER	LIQUOR	NON-DEPARTMENTAL	<u>3,388.05</u>
				TOTAL:	12,528.59
DUBOIS CHEMICALS INC	1/20/23	SODA ASH	INDUSTRIAL WASTEWA	O-PURIFY MISC	<u>11,514.25</u>
				TOTAL:	11,514.25
ELECTRIC MOTOR CO	1/20/23	FAN MOTOR REPAIR	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	48.00
	1/20/23	FAN MOTOR REPAIR	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	<u>98.00</u>
				TOTAL:	146.00
FERGUSON ENTERPRISES LLC #1657	1/20/23	URN KIT	GENERAL FUND	GENERAL GOVT BUILDINGS	<u>28.99</u>
				TOTAL:	28.99
FIFE WATER SERVICES INC	1/20/23	SODIUM ALUMINATE	INDUSTRIAL WASTEWA	O-PURIFY MISC	<u>18,399.45</u>
				TOTAL:	18,399.45

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
FLAHERTY & HOOD PA	1/20/23	PROFESSIONAL SERVICES	GENERAL FUND	CITY ATTORNEY	<u>688.75</u>
				TOTAL:	688.75
FORUM COMMUNICATIONS COMPANY	1/20/23	PROPOSED ORD STORM WATER	GENERAL FUND	CLERK'S OFFICE	49.46
	1/20/23	PROPOSED ORD UTILTIY EASEM	GENERAL FUND	CLERK'S OFFICE	80.39
	1/20/23	ORDINANCE 1190	GENERAL FUND	CLERK'S OFFICE	63.38
	1/20/23	ORDINANCE 1192	GENERAL FUND	CLERK'S OFFICE	34.01
	1/20/23	PROPOSED ORD BUILDING REG	GENERAL FUND	CLERK'S OFFICE	222.60
	1/20/23	PROPOSED ORD CHANGE MEETIN	GENERAL FUND	CLERK'S OFFICE	88.12
	1/20/23	ORD 1191	GENERAL FUND	CLERK'S OFFICE	64.92
	1/20/23	PROPOSED ORD CHANGE MEETIN	GENERAL FUND	CLERK'S OFFICE	81.93
	1/20/23	RADIO DISPATCHER ADS	GENERAL FUND	PERSONNEL & RECRUITMEN	1,021.00
	1/20/23	TAX ABATEMENT HEARING	GENERAL FUND	ECONOMIC DEVELOPMENT	57.19
	1/20/23	CAL TV GUIDE ADS	GENERAL FUND	CENTER FOR ACTIVE LIVI	144.00
	1/20/23	THIN ICE AERATION ADS	GENERAL FUND	LAKE IMPROVEMENT	164.00
	1/20/23	2023 ADVERTISING	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	125.00
	1/20/23	FIELDHOUSE & ARENA DIGITAL	RECREATION	FIELD HOUSE	1,500.00
	1/20/23	DECEMBER ADS	LIQUOR	O-GEN MISC	<u>2,356.00</u>
				TOTAL:	6,052.00
FULL COMPASS SYSTEMS LTD	1/20/23	OPTICAL SPLITTER/CABLES	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	<u>629.92</u>
				TOTAL:	629.92
GOPHER SPORT	1/20/23	BROOMBALL EQUIPMENT	RECREATION	ICE ARENA	<u>670.66</u>
				TOTAL:	670.66
GRAHAM TIRE OF WORTHINGTON INC	1/20/23	SQUAD 17-31 BRAKES & ROTAR	GENERAL FUND	POLICE ADMINISTRATION	648.19
	1/20/23	SQUAD 17-31 BRAKES & ROTAR	GENERAL FUND	POLICE ADMINISTRATION	325.31
	1/20/23	SQUAD 20-24 OIL CHANGE	GENERAL FUND	POLICE ADMINISTRATION	27.99
	1/20/23	SQUAD 20-24 OIL CHANGE	GENERAL FUND	POLICE ADMINISTRATION	<u>19.95</u>
				TOTAL:	1,021.44
GRAINGER	1/20/23	PRESSURE WASHER FLOW SWITC WATER		O-DISTR MISC	<u>102.14</u>
				TOTAL:	102.14
HAWKINS INC	1/20/23	CHLORINE CONTAINER DEMURRA WATER		O-PURIFY	10.00
	1/20/23	DEMURRAGE CHLORINE CYLINDE	MUNICIPAL WASTEWAT	O-PURIFY MISC	20.00
	1/20/23	DEMURRAGE CHLORINE CYLINDE	MUNICIPAL WASTEWAT	O-PURIFY MISC	<u>20.00</u>
				TOTAL:	50.00
HOLINKA, GAIL	1/20/23	ART COMMISSION	GENERAL FUND	PUBLIC ARTS	<u>720.00</u>
				TOTAL:	720.00
THE HOME CITY ICE COMPANY	1/20/23	MIX	LIQUOR	NON-DEPARTMENTAL	172.70
	1/20/23	FREIGHT	LIQUOR	O-SOURCE MISC	<u>1.75</u>
				TOTAL:	174.45
HOPE HAVEN INC	1/20/23	CLEANING OCTOBER	GENERAL FUND	CENTER FOR ACTIVE LIVI	541.67
	1/20/23	CLEANING-NOVEMBER	GENERAL FUND	CENTER FOR ACTIVE LIVI	541.67
	1/20/23	CLEANING-DECEMBER	GENERAL FUND	CENTER FOR ACTIVE LIVI	<u>541.67</u>
				TOTAL:	1,625.01
HY-VEE INC-61705	1/20/23	FUEL	LIQUOR	O-GEN MISC	<u>40.94</u>
				TOTAL:	40.94
IDEAL LANDSCAPE & DESIGN INC	1/20/23	SNOW REMOVAL	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	2,064.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	2,064.00
INTEGRITY AVIATION INC	1/20/23	FBO MANAGEMENT	AIRPORT	O-GEN MISC	<u>2,312.00</u>
				TOTAL:	2,312.00
JERRY'S AUTO SUPPLY OF WORTHINGTON INC	1/20/23	411 RAILS	GENERAL FUND	PAVED STREETS	94.22
	1/20/23	409 & 411 WIPERS	GENERAL FUND	PAVED STREETS	23.58
	1/20/23	439 MALE CONNECTORS	GENERAL FUND	ICE AND SNOW REMOVAL	5.27
	1/20/23	FLEET LIGHT BULBS	GENERAL FUND	ICE AND SNOW REMOVAL	13.90
	1/20/23	412 ICE BLADE	GENERAL FUND	ICE AND SNOW REMOVAL	29.98
	1/20/23	439 BLADE	GENERAL FUND	ICE AND SNOW REMOVAL	27.98
	1/20/23	SOLENOID	RECREATION	PARK AREAS	69.56
	1/20/23	GLOVES/BLADES	RECREATION	PARK AREAS	14.99
	1/20/23	GLOVES/BLADES	RECREATION	PARK AREAS	25.98
	1/20/23	AIR COUPLERS	ELECTRIC	O-DISTR UNDERGRND LINE	33.74
	1/20/23	FUEL FILTER	ELECTRIC	O-DISTR UNDERGRND LINE	22.90
	1/20/23	421 ELBOW	AIRPORT	O-GEN MISC	<u>4.09</u>
				TOTAL:	366.19
JOHNSON BROTHERS LIQUOR CO	1/20/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	4,661.20
	1/20/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	7,047.35
	1/20/23	WINE	LIQUOR	NON-DEPARTMENTAL	1,042.51
	1/20/23	MIX	LIQUOR	NON-DEPARTMENTAL	57.76
	1/20/23	BEER	LIQUOR	NON-DEPARTMENTAL	81.00
	1/20/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,229.60
	1/20/23	MIX	LIQUOR	NON-DEPARTMENTAL	83.95
	1/20/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	1,168.55
	1/20/23	BEER	LIQUOR	NON-DEPARTMENTAL	60.00
	1/20/23	FREIGHT	LIQUOR	O-SOURCE MISC	82.65
	1/20/23	FREIGHT	LIQUOR	O-SOURCE MISC	65.82
	1/20/23	FREIGHT	LIQUOR	O-SOURCE MISC	38.60
	1/20/23	FREIGHT	LIQUOR	O-SOURCE MISC	38.98
	1/20/23	FREIGHT	LIQUOR	O-SOURCE MISC	<u>53.73</u>
				TOTAL:	16,711.70
JOHNSTON AUTOSTORES	1/20/23	SEAFOAM FOR SQUADS	GENERAL FUND	POLICE ADMINISTRATION	41.94
	1/20/23	SQUAD 20-24 BATTERY	GENERAL FUND	POLICE ADMINISTRATION	119.96
	1/20/23	WIPER BLADES	GENERAL FUND	POLICE ADMINISTRATION	<u>34.89</u>
				TOTAL:	196.79
JOSWIAK JOE	1/20/23	MSCIC CONFERENCE REIMBURSE	GENERAL FUND	POLICE ADMINISTRATION	<u>56.94</u>
				TOTAL:	56.94
LOO CON, INC	1/20/23	SNOW HAULING	GENERAL FUND	ICE AND SNOW REMOVAL	700.00
	1/20/23	SNOW HAULING	GENERAL FUND	ICE AND SNOW REMOVAL	<u>770.00</u>
				TOTAL:	1,470.00
MACQUEEN EQUIPMENT LLC	1/20/23	AUGER	GENERAL FUND	ICE AND SNOW REMOVAL	<u>4,511.75</u>
				TOTAL:	4,511.75
MALLOY ELECTRIC BEARING SUPPLY	1/20/23	418 TAPERED ROLLER BEARING	GENERAL FUND	ICE AND SNOW REMOVAL	<u>126.94</u>
				TOTAL:	126.94
MARK'S AUTO REPAIR OF WORTHINGTON INC	1/20/23	21-40 OIL CHANGE	GENERAL FUND	POLICE ADMINISTRATION	37.90
	1/20/23	21-40 OIL CHANGE	GENERAL FUND	POLICE ADMINISTRATION	39.00
	1/20/23	22-29 OIL CHANGE	GENERAL FUND	POLICE ADMINISTRATION	57.34

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	1/20/23	22-29 OIL CHANGE	GENERAL FUND	POLICE ADMINISTRATION	19.00
	1/20/23	20-32 OIL DRAIN PLUG	GENERAL FUND	POLICE ADMINISTRATION	7.61
	1/20/23	20-32 OIL DRAIN PLUG	GENERAL FUND	POLICE ADMINISTRATION	<u>51.00</u>
		TOTAL:			211.85
MCFOA	1/20/23	MCFOA MEMBERSHIP FEE	GENERAL FUND	CLERK'S OFFICE	50.00
	1/20/23	MCFOA MEMBERSHIP ASSOCIATE	GENERAL FUND	CLERK'S OFFICE	<u>50.00</u>
		TOTAL:			100.00
MCGRANN SHEA ANDERSON CARNIVAL STRAUGH	1/20/23	LEGAL SERVICES-ELECTRIC SE ELECTRIC		PROFESSIONAL SERVICES	<u>93.75</u>
		TOTAL:			93.75
METERING & TECHNOLOGY SOLUTIONS	1/20/23	RETROFIT METER REGISTERS	WATER	FA DISTR METERS	<u>201.62</u>
		TOTAL:			201.62
MIDWEST ALARM COMPANY INC	1/20/23	VIDEO SURVEILLANCE	RECREATION	FIELD HOUSE	11,610.78
	1/20/23	FIRE ALARM MONITORING 1ST	RECREATION	THEATER	140.27
	1/20/23	LIQUOR STORE ALARM MONITOR	LIQUOR	O-GEN MISC	<u>440.35</u>
		TOTAL:			12,191.40
MINNESOTA DEPARTMENT OF AGRICULTURE	1/20/23	PESTICIDE LICENSE	RECREATION	PARK AREAS	<u>10.00</u>
		TOTAL:			10.00
MINNESOTA ENERGY RESOURCES CORP	1/20/23	GAS SERVICE	GENERAL FUND	FIRE ADMINISTRATION	3,358.14
	1/20/23	GAS SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	1,444.00
	1/20/23	GAS SERVICE	WATER	O-DISTR MISC	348.02
	1/20/23	GAS SERVICE	WATER	O-DISTR MISC	851.25
	1/20/23	GAS SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	348.02
	1/20/23	GAS SERVICE	ELECTRIC	O-DISTR MISC	696.05
	1/20/23	GAS SERVICE	ELECTRIC	O-DISTR MISC	<u>851.24</u>
		TOTAL:			7,896.72
MINNESOTA MUNICIPAL UTILITIES ASSOC	1/20/23	SAFETY MANAGEMENT PROGRAM	GENERAL FUND	ADMINISTRATION	151.72
	1/20/23	SAFETY MANAGEMENT PROGRAM	GENERAL FUND	ENGINEERING ADMIN	328.72
	1/20/23	SAFETY MANAGEMENT PROGRAM	GENERAL FUND	ECONOMIC DEVELOPMENT	177.00
	1/20/23	SAFETY MANAGEMENT PROGRAM	GENERAL FUND	POLICE ADMINISTRATION	1,719.47
	1/20/23	SAFETY MANAGEMENT PROGRAM	GENERAL FUND	FIRE ADMINISTRATION	1,820.62
	1/20/23	SAFETY MANAGEMENT PROGRAM	GENERAL FUND	PAVED STREETS	101.15
	1/20/23	SAFETY MANAGEMENT PROGRAM	GENERAL FUND	PAVED STREETS	252.86
	1/20/23	SAFETY MANAGEMENT PROGRAM	GENERAL FUND	CODE ENFORCEMENT	101.15
	1/20/23	SAFETY MANAGEMENT PROGRAM	RECREATION	PARK AREAS	303.44
	1/20/23	SAFETY MANAGEMENT PROGRAM	WATER	O-DISTR MISC	1,334.53
	1/20/23	SAFETY MANAGEMENT PROGRAM	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	687.49
	1/20/23	SAFETY MANAGEMENT PROGRAM	MUNICIPAL WASTEWAT	O-PURIFY MISC	687.49
	1/20/23	SAFETY MANAGEMENT PROGRAM	ELECTRIC	O-DISTR MISC	1,334.53
	1/20/23	SAFETY MANAGEMENT PROGRAM	LIQUOR	O-GEN MISC	202.29
	1/20/23	SAFETY MANAGEMENT PROGRAM	DATA PROCESSING	DATA PROCESSING	<u>202.29</u>
		TOTAL:			9,404.75
MINNESOTA VALLEY TESTING LABS INC	1/20/23	PLNAT SAMPLES BOD TSS	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	<u>86.98</u>
		TOTAL:			86.98
MISCELLANEOUS V COREY MICHAEL	1/20/23	REFUND OF CREDITS-ACCTS FI WATER		NON-DEPARTMENTAL	0.04
DOMINGUEZ ANA & LUIS	1/20/23	REFUND OF DEPOSITS-ACCTS F WATER		NON-DEPARTMENTAL	12.30
NORTH METRO COMPANIES	1/20/23	REFUND OF CREDITS-ACCTS FI WATER		NON-DEPARTMENTAL	100.03
DOMINGUEZ ANA & LUIS	1/20/23	REFUND OF DEPOSITS-ACCTS F WATER		ACCTS-RECORDS & COLLEC	0.07

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
SCHROEDER MATTHEW	1/20/23	SCHROEDER MATTHEW:REBATE	MUNICIPAL WASTEWAT	O-PURIFY MISC	500.00
WORTHINGTON TAX &	1/20/23	WATER SOFTNER REBATE	MUNICIPAL WASTEWAT	O-PURIFY MISC	500.00
KOUL NHIAL	1/20/23	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	110.89
COREY MICHAEL	1/20/23	REFUND OF CREDITS-ACCTS FI	ELECTRIC	NON-DEPARTMENTAL	7.77
CRUZ SERGIO	1/20/23	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	1.93
DOMINGUEZ ANA & LUIS	1/20/23	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	95.00
GONSOR SANDRA	1/20/23	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	NON-DEPARTMENTAL	95.00
KOUL NHIAL	1/20/23	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.01
CRUZ SERGIO	1/20/23	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.17
DOMINGUEZ ANA & LUIS	1/20/23	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	0.16
GONSOR SANDRA	1/20/23	REFUND OF DEPOSITS-ACCTS F	ELECTRIC	ACCTS-RECORDS & COLLEC	<u>0.13</u>
				TOTAL:	1,423.50
NOBLES COOPERATIVE ELECTRIC	1/20/23	MONTHLY SERVICE	GENERAL FUND	SECURITY CENTER	18.93
	1/20/23	MONTHLY SERVICE	GENERAL FUND	SECURITY CENTER	18.93
	1/20/23	MONTHLY SERVICE	GENERAL FUND	SIGNS AND SIGNALS	45.85
	1/20/23	MONTHLY SERVICE	GENERAL FUND	SIGNS AND SIGNALS	42.27
	1/20/23	MONTHLY SERVICE	RECREATION	GOLF COURSE-GREEN	633.56
	1/20/23	ELECTRIC BACKUP	INDUSTRIAL WASTEWA	O-PURIFY MISC	100.00
	1/20/23	MONTHLY SERVICE	AIRPORT	O-GEN MISC	<u>60.10</u>
				TOTAL:	919.64
NOBLES COUNTY AUDITOR/TREASURER	1/20/23	DEBT SERVICE PJC	GENERAL FUND	SECURITY CENTER	100,000.00
	1/20/23	NHI ABATEMENT 2022	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	32,898.69
	1/20/23	LEASE PAYMENT UTILITES OFF	WATER	O-DISTR RENTS	163.80
	1/20/23	LEASE PAYMENT UTILITES OFF	WATER	ADMIN RENT	327.61
	1/20/23	LEASE PAYMENT UTILITES OFF	MUNICIPAL WASTEWAT	O-PURIFY MISC	131.04
	1/20/23	LEASE PAYMENT UTILITES OFF	MUNICIPAL WASTEWAT	ADMIN RENT	262.09
	1/20/23	LEASE PAYMENT UTILITES OFF	ELECTRIC	O-DISTR RENTS	786.26
	1/20/23	LEASE PAYMENT UTILITES OFF	ELECTRIC	ADMIN RENT	1,605.27
	1/20/23	SOLID WASTE MANAGEMENT NOV	WASTE MANAGEMENT C	SOLID WASTE/RECYCLE	7,940.03
	1/20/23	SOLID WASTE MANAGEMENT DEC	WASTE MANAGEMENT C	SOLID WASTE/RECYCLE	<u>7,935.69</u>
				TOTAL:	152,050.48
NOBLES COUNTY IT DEPT	1/20/23	2022 DATA CENTER & IT SUPP	GENERAL FUND	ADMINISTRATION	2,146.00
	1/20/23	2022 DATA CENTER & IT SUPP	GENERAL FUND	ENGINEERING ADMIN	2,638.88
	1/20/23	2022 DATA CENTER & IT SUPP	GENERAL FUND	ECONOMIC DEVELOPMENT	9,571.30
	1/20/23	2022 DATA CENTER & IT SUPP	GENERAL FUND	PAVED STREETS	600.00
	1/20/23	2022 DATA CENTER & IT SUPP	RECREATION	FIELD HOUSE	7,249.82
	1/20/23	2022 DATA CENTER & IT SUPP	LIQUOR	O-GEN MISC	495.00
	1/20/23	2022 DATA CENTER & IT SUPP	DATA PROCESSING	DATA PROCESSING	<u>19,801.91</u>
				TOTAL:	42,502.91
NOBLES COUNTY RECORDER	1/20/23	ORDINANCES 1190 & 1189	GENERAL FUND	CLERK'S OFFICE	92.00
	1/20/23	ORDINANCES 1191 & 1192	GENERAL FUND	CLERK'S OFFICE	<u>92.00</u>
				TOTAL:	184.00
OFFICE OF MNIT SERVICES	1/20/23	PHONE SERVICE	GENERAL FUND	ADMINISTRATION	17.19
	1/20/23	PHONE SERVICE	GENERAL FUND	CLERK'S OFFICE	37.71
	1/20/23	PHONE SERVICE	GENERAL FUND	ACCOUNTING	36.01
	1/20/23	PHONE SERVICE	GENERAL FUND	ENGINEERING ADMIN	107.60
	1/20/23	PHONE SERVICE	GENERAL FUND	ENGINEERING ADMIN	10.88
	1/20/23	PHONE SERVICE	GENERAL FUND	ECONOMIC DEVELOPMENT	26.64
	1/20/23	PHONE SERVICE	GENERAL FUND	ECONOMIC DEVELOPMENT	10.88
	1/20/23	PHONE SERVICE	RECREATION	FIELD HOUSE	57.08
	1/20/23	DECEMBER VOICE SERVICES	WATER	O-PUMPING	12.91

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	1/20/23	DECEMBER VOICE SERVICES	WATER	O-DISTR MISC	39.98
	1/20/23	DECEMBER VOICE SERVICES	WATER	ADMIN OFFICE SUPPLIES	12.91
	1/20/23	DECEMBER VOICE SERVICES	WATER	ACCTS-RECORDS & COLLEC	25.08
	1/20/23	DECEMBER VOICE SERVICES	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	12.91
	1/20/23	DECEMBER VOICE SERVICES	MUNICIPAL WASTEWAT	O-PURIFY MISC	27.95
	1/20/23	DECEMBER VOICE SERVICES	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	12.91
	1/20/23	DECEMBER VOICE SERVICES	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	27.95
	1/20/23	DECEMBER VOICE SERVICES	ELECTRIC	O-SOURCE MISC	12.91
	1/20/23	DECEMBER VOICE SERVICES	ELECTRIC	O-DISTR SUPER & ENG	12.91
	1/20/23	DECEMBER VOICE SERVICES	ELECTRIC	O-DISTR STATION EXPENS	38.92
	1/20/23	DECEMBER VOICE SERVICES	ELECTRIC	O-DISTR MISC	12.91
	1/20/23	DECEMBER VOICE SERVICES	ELECTRIC	ADMIN OFFICE SUPPLIES	13.44
	1/20/23	DECEMBER VOICE SERVICES	ELECTRIC	ACCTS-RECORDS & COLLEC	75.30
	1/20/23	DECEMBER VOICE SERVICES	ELECTRIC	ACCTS-ASSISTANCE	14.92
	1/20/23	MONTHLY DIRECTORY	DATA PROCESSING	DATA PROCESSING	49.73
	1/20/23	PHONE SERVICE	DATA PROCESSING	DATA PROCESSING	<u>29.47</u>
				TOTAL:	737.10
ONE OFFICE SOLUTION-WOCITY	1/20/23	NAME PLATE	GENERAL FUND	MAYOR AND COUNCIL	12.90
	1/20/23	NAME PLATE	GENERAL FUND	CLERK'S OFFICE	29.98
	1/20/23	NAME PLATE	GENERAL FUND	CLERK'S OFFICE	50.10
	1/20/23	NOTARY STAMP	GENERAL FUND	CLERK'S OFFICE	85.10
	1/20/23	BATH TISSUE, TRASH BAGS, T	GENERAL FUND	GENERAL GOVT BUILDINGS	186.00
	1/20/23	WALL PLANNER	GENERAL FUND	CENTER FOR ACTIVE LIVI	25.48
	1/20/23	ACCESS CARDS	RECREATION	FIELD HOUSE	13.71
	1/20/23	PASS DONATIONS FOR WHA	RECREATION	FIELD HOUSE	22.42
	1/20/23	CALENDAR/MARKERS	RECREATION	PARK AREAS	<u>41.42</u>
				TOTAL:	467.11
OPTUM FINANCIAL INC	1/20/23	HSA ADMIN FEE DEC	GENERAL FUND	GENERAL GOVT BUILDINGS	<u>135.00</u>
				TOTAL:	135.00
PAUSTIS WINE COMPANY	1/20/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	119.00
	1/20/23	WINE	LIQUOR	NON-DEPARTMENTAL	7,913.05
	1/20/23	FREIGHT	LIQUOR	O-SOURCE MISC	<u>121.50</u>
				TOTAL:	8,153.55
PEPSI COLA BOTTLING CO OF PIPESTONE, M	1/20/23	MIX	LIQUOR	NON-DEPARTMENTAL	55.00
	1/20/23	MIX	LIQUOR	NON-DEPARTMENTAL	194.50
	1/20/23	MIX	LIQUOR	NON-DEPARTMENTAL	<u>62.50</u>
				TOTAL:	312.00
PHILLIPS WINE & SPIRITS INC	1/20/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	7,290.00
	1/20/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	4,453.16
	1/20/23	WINE	LIQUOR	NON-DEPARTMENTAL	993.83
	1/20/23	MIX	LIQUOR	NON-DEPARTMENTAL	111.23
	1/20/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	1,763.14
	1/20/23	WINE	LIQUOR	NON-DEPARTMENTAL	617.70
	1/20/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2.25-
	1/20/23	FREIGHT	LIQUOR	O-SOURCE MISC	114.00
	1/20/23	FREIGHT	LIQUOR	O-SOURCE MISC	76.46
	1/20/23	FREIGHT	LIQUOR	O-SOURCE MISC	53.21
	1/20/23	FREIGHT	LIQUOR	O-SOURCE MISC	29.12
	1/20/23	FREIGHT	LIQUOR	O-SOURCE MISC	<u>17.10</u>
				TOTAL:	15,516.70

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
POWERPLAN	1/20/23	SNOW PUSHER	GENERAL FUND	ICE AND SNOW REMOVAL	<u>3,041.62</u>
				TOTAL:	3,041.62
ROMSDAHL CONSTRUCTION INC	1/20/23	FIRST AVE FINAL PAYMENT	IMPROVEMENT CONST	NON-DEPARTMENTAL	<u>750.00</u>
				TOTAL:	750.00
RONS REPAIR INC	1/20/23	419 AIR HOSE/BUSH	GENERAL FUND	ICE AND SNOW REMOVAL	<u>9.47</u>
				TOTAL:	9.47
RUNNINGS SUPPLY INC-ACCT#9502440	1/20/23	BATTERY LIFT STATIONS	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	24.99
	1/20/23	2" COUPLER UNIT 308	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	43.98
	1/20/23	FLASHLIGHT	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	<u>19.99</u>
				TOTAL:	88.96
RUNNINGS SUPPLY INC-ACCT#9502485	1/20/23	SPREADER	GENERAL FUND	GENERAL GOVT BUILDINGS	19.99
	1/20/23	DRILL BITS/BULK BOLTS	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	143.36
	1/20/23	MAGNETIC PICK UP TOOL	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	24.99
	1/20/23	MARKERS-BENCHES	RECREATION	PARK AREAS	<u>165.97</u>
				TOTAL:	354.31
SCHAAP SANITATION	1/20/23	MONTHLY SERVICE	GENERAL FUND	GENERAL GOVT BUILDINGS	119.66
	1/20/23	MONTHLY SERVICE	GENERAL FUND	FIRE ADMINISTRATION	63.38
	1/20/23	MONTHLY SERVICE	GENERAL FUND	PAVED STREETS	309.61
	1/20/23	MONTHLY SERVICE	GENERAL FUND	PAVED STREETS	104.73
	1/20/23	MONTHLY SERVICE	GENERAL FUND	CENTER FOR ACTIVE LIVI	44.21
	1/20/23	MONTHLY SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	150.93
	1/20/23	MONTHLY SERVICE	RECREATION	FIELD HOUSE	197.80
	1/20/23	MONTHLY SERVICE	RECREATION	ICE ARENA	240.95
	1/20/23	MONTHLY SERVICE	RECREATION	PARK AREAS	309.61
	1/20/23	MONTHLY SERVICE	RECREATION	PARK AREAS	104.73
	1/20/23	TRASH CANS	RECREATION	10TH STREET PAVILION	182.16
	1/20/23	MONTHLY SERVICE	WATER	O-DISTR MISC	119.40
	1/20/23	MONTHLY SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	325.64
	1/20/23	MONTHLY SERVICE	ELECTRIC	O-DISTR MISC	220.94
	1/20/23	MONTHLY SERVICE	LIQUOR	O-GEN MISC	313.58
	1/20/23	MONTHLY SERVICE	AIRPORT	O-GEN MISC	106.27
	1/20/23	NOVEMBER SOLID WASTE	GARBAGE COLLECTION	SOLID WASTE/RECYCLE	77,062.57
	1/20/23	NOVEMBER SOLID WASTE	GARBAGE COLLECTION	SOLID WASTE/RECYCLE	15,440.98
	1/20/23	NOVEMBER SOLID WASTE	GARBAGE COLLECTION	SOLID WASTE/RECYCLE	861.56-
	1/20/23	DECEMBER SOLID WASTE	GARBAGE COLLECTION	SOLID WASTE/RECYCLE	77,020.11
	1/20/23	DECEMBER SOLID WASTE	GARBAGE COLLECTION	SOLID WASTE/RECYCLE	15,432.54
	1/20/23	DECEMBER SOLID WASTE	GARBAGE COLLECTION	SOLID WASTE/RECYCLE	304.33-
	1/20/23	NOVEMBER SOLID WASTE	GARBAGE COLLECTION	CODE ENFORCEMENT	4,939.65
	1/20/23	DECEMBER SOLID WASTE	GARBAGE COLLECTION	CODE ENFORCEMENT	<u>4,936.95</u>
				TOTAL:	196,580.51
KYLE J SCHREIER	1/20/23	MSCIC CONFERENCE REIMBURSE	GENERAL FUND	POLICE ADMINISTRATION	<u>33.23</u>
				TOTAL:	33.23
SCHWALBACH	1/20/23	WRENCH GEAR	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	<u>21.56</u>
				TOTAL:	21.56
SCHWALBACH ACE HARDWARE-5930	1/20/23	AIR FILTERS	GENERAL FUND	CENTER FOR ACTIVE LIVI	16.77
	1/20/23	FILTERS	GENERAL FUND	CENTER FOR ACTIVE LIVI	5.59
	1/20/23	ICE MELT	GENERAL FUND	CENTER FOR ACTIVE LIVI	67.96
	1/20/23	STEP LADDER	RECREATION	FIELD HOUSE	149.99

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	1/20/23	ICE MELT/HANDHELD FERTIZER	RECREATION	FIELD HOUSE	61.97
	1/20/23	ICE MELT	RECREATION	ICE ARENA	33.98
	1/20/23	ICE MELT/FERTILIZER SPREAD	RECREATION	ICE ARENA	52.98
	1/20/23	PAINT	RECREATION	PARK AREAS	5.99
	1/20/23	AIR FILTERS	AIRPORT	O-GEN MISC	47.16
				TOTAL:	442.39
SCHWALBACH ACE #6067	1/20/23	SHIPPING SPECTRO BACK TO H	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	95.76
	1/20/23	SNOW SHOVEL	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	29.99
	1/20/23	O-RING & FASTENERS	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	6.27
	1/20/23	HOSE CLAMPS	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	15.95
	1/20/23	THERMOSTAT BREAK ROOM	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	19.99
	1/20/23	LIGHT BULB	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	3.99
				TOTAL:	171.95
SHINE BROS CORP OF MINN	1/20/23	PLOW H.R. FLAT	RECREATION	PARK AREAS	16.84
	1/20/23	FLAT MESH METAL	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	106.75
				TOTAL:	123.59
SHORT ELLIOTT HENDRICKSON INC	1/20/23	WORTC-OLSON PED BRIDGE	RECREATION	RECREATION SUPERVISION	1,687.89
	1/20/23	WORTC-OLSON PARK TRAIL	RECREATION	PARK AREAS	862.47
				TOTAL:	2,550.36
SOUTHERN GLAZER'S WINE AND SPIRITS LL	1/20/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	5,514.82
	1/20/23	WINE	LIQUOR	NON-DEPARTMENTAL	88.00
	1/20/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	1,989.02
	1/20/23	WINE	LIQUOR	NON-DEPARTMENTAL	200.04
	1/20/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	1,123.05
	1/20/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	7,210.55
	1/20/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	3,634.50
	1/20/23	MIX	LIQUOR	NON-DEPARTMENTAL	4.33
	1/20/23	WINE	LIQUOR	NON-DEPARTMENTAL	14.67
	1/20/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	33.75
	1/20/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	12.00
	1/20/23	FREIGHT	LIQUOR	O-SOURCE MISC	113.30
	1/20/23	FREIGHT	LIQUOR	O-SOURCE MISC	1.85
	1/20/23	FREIGHT	LIQUOR	O-SOURCE MISC	34.75
	1/20/23	FREIGHT	LIQUOR	O-SOURCE MISC	11.10
	1/20/23	FREIGHT	LIQUOR	O-SOURCE MISC	1.85
	1/20/23	FREIGHT	LIQUOR	O-SOURCE MISC	9.25
	1/20/23	FREIGHT	LIQUOR	O-SOURCE MISC	90.65
	1/20/23	FREIGHT	LIQUOR	O-SOURCE MISC	40.39
				TOTAL:	19,998.37
THE STAG	1/20/23	MONEY RETURN FROM BURGLARY	GENERAL FUND	POLICE ADMINISTRATION	735.00
				TOTAL:	735.00
STENZEL EXCAVATING LLC	1/20/23	SNOW HAULING	GENERAL FUND	ICE AND SNOW REMOVAL	3,160.00
	1/20/23	SNOW HAULING	GENERAL FUND	ICE AND SNOW REMOVAL	3,920.00
				TOTAL:	7,080.00
TITAN MACHINERY INC	1/20/23	403 FITTINGS & HOSE	GENERAL FUND	ICE AND SNOW REMOVAL	82.40
	1/20/23	403 FITTINGS & HOSE	GENERAL FUND	ICE AND SNOW REMOVAL	91.20
	1/20/23	HYD OIL SKIDLOADER/TOOLCAT	RECREATION	PARK AREAS	147.54
	1/20/23	MINI EXCAVATOR RENTAL	STORM WATER MANAGE	STORM DRAINAGE	2,855.00
	1/20/23	MINI EXCAVATOR RENTAL	STORM WATER MANAGE	STORM DRAINAGE	4,305.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	1/20/23	420 FITTINGS & HOSES	AIRPORT	O-GEN MISC	<u>44.75</u>
				TOTAL:	7,525.89
TRENTON J STOYKE	1/20/23	OFFICE MATS	GENERAL FUND	GENERAL GOVT BUILDINGS	<u>160.00</u>
				TOTAL:	160.00
VEOLIA WATER NORTH AMERICA	1/20/23	DECEMBER SERVICES	INDUSTRIAL WASTEWA	O-PURIFY MISC	<u>124,796.06</u>
				TOTAL:	124,796.06
VIVIAL INC.	1/20/23	FRONTIER DIRECTORY	GENERAL FUND	ADMINISTRATION	110.50
	1/20/23	FRONTIER DIRECTORY	WATER	ACCTS-RECORDS & COLLEC	44.19
	1/20/23	FRONTIER DIRECTORY	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	44.18
	1/20/23	FRONTIER DIRECTORY	ELECTRIC	ACCTS-RECORDS & COLLEC	<u>88.38</u>
				TOTAL:	287.25
WORTHINGTON BUILDING MATERIALS INC	1/20/23	STUDS	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	<u>22.90</u>
				TOTAL:	22.90
WORTHINGTON ELECTRIC INC	1/20/23	COOLING COMPRESSOR POWER	RECREATION	ICE ARENA	93.75
	1/20/23	TERMINAL BUILDING	AIRPORT	O-GEN MISC	250.00
	1/20/23	TERMINAL BUILDING	AIRPORT	O-GEN MISC	<u>277.44</u>
				TOTAL:	621.19
WORTHINGTON HOCKEY ASSOC	1/20/23	ADVERTISING SIGNAGE 2023	ELECTRIC	ACCTS-INFO & INSTR ADV	<u>500.00</u>
				TOTAL:	500.00
YMCA	1/20/23	DEC 22 CAL MGMT FEES	GENERAL FUND	CENTER FOR ACTIVE LIVI	4,015.15
	1/20/23	DEC 22 CAL MGMT FEES	GENERAL FUND	CENTER FOR ACTIVE LIVI	300.00
	1/20/23	2023 CONTRACT PMT JAN	RECREATION	RECREATION PROGRAMS	5,110.00
	1/20/23	DEC 22 AQUATIC DIRECTOR	RECREATION	AQUATIC CENTER FACILIT	<u>1,500.00</u>
				TOTAL:	10,925.15

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

101	GENERAL FUND	187,406.51
202	MEMORIAL AUDITORIUM	4,626.66
229	RECREATION	33,557.31
231	ECONOMIC DEV AUTHORITY	38,253.55
401	IMPROVEMENT CONST	750.00
601	WATER	3,705.88
602	MUNICIPAL WASTEWATER	22,513.61
604	ELECTRIC	16,180.64
605	INDUSTRIAL WASTEWATER	155,649.76
606	STORM WATER MANAGEMENT	7,160.00
609	LIQUOR	122,008.85
612	AIRPORT	29,851.19
702	DATA PROCESSING	20,083.40
873	GARBAGE COLLECTION	193,666.91
878	WASTE MANAGEMENT COLL	15,875.72

GRAND TOTAL: 851,289.99

PACKET: 04620 PAYROLL DUE 1/20/23
VENDOR SET: 01 CITY OF WORTHINGTON ***** CHECK LISTING *****
BANK: 1 FIRST STATE BANK SOUTHWES

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
A00292		AFLAC INC (DENTAL/VISION)	R	1/20/2023			116992	764.43
I00009		INTL UNION LOCAL #49	R	1/20/2023			116993	840.00
L00011		LAW ENF LABOR SERV INC #4	R	1/20/2023			116994	1,443.30
M00039		MINNESOTA BENEFIT ASSOCIATION	R	1/20/2023			116995	1,139.20
M00159		MINNESOTA CHILD SUPPORT PAYMENTR		1/20/2023			116996	123.21
M00131		NCPERS GROUP LIFE INS	R	1/20/2023			116997	688.00
P00201		MN PEIP	R	1/20/2023			116998	100,803.11
S00010		SECURE BENEFITS SYSTEMS CORP	R	1/20/2023			116999	5,307.84
W00021		WORTHINGTON AREA UNITED WAY	R	1/20/2023			117000	70.00

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	9	0.00	111,179.09	111,179.09
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
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:	9	0.00	111,179.09	111,179.09

PACKET: 04639 PAYROLL 01/20/2023 - 9
VENDOR SET: 01 CITY OF WORTHINGTON *** DRAFT/OTHER LISTING ***
BANK: 1 FIRST STATE BANK SOUTHWES

VENDOR	I.D.	NAME	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
D00173		DEFERRED COMP- MINNESOTA STATE	D	1/25/2023			001895	7,945.29
E00088		EFTPS	D	1/25/2023			001896	64,052.35
M00309		MINNESOTA STATE RETIREMENT SYSTD		1/25/2023			001897	2,320.00
O00021		OPTUM HEALTH FINANCIAL	D	1/25/2023			001898	8,732.03
P00039		PUBLIC EMPLOYEES RETIREMENT ASSD		1/25/2023			001899	51,563.80
S00202		STATE OF MINNESOTA DEPT OF REVED		1/25/2023			001900	13,050.96

* * 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	147,664.43	147,664.43
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	147,664.43	147,664.43