

**WORTHINGTON CITY COUNCIL  
REGULAR MEETING**

**AGENDA**

**5:30 P.M. - Monday, August 26, 2024**  
**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 ON RESIDENTIAL PROPERTY TAX ABATEMENT -  
PARCEL #31-1068-055 - CECILEE STREET - COMMUNITY  
DEVELOPMENT (CASE ITEM 1)**
  - 1. Open Hearing
  - 2. Hearing Presentation
  - 3. Testimony
  - 4. Close Hearing
  - 5. Action on Hearing
- E. PUBLIC HEARING ON RESIDENTIAL PROPERTY TAX ABATEMENT -  
PARCEL #31-1068-075 - CECILEE STREET - COMMUNITY  
DEVELOPMENT (CASE ITEM 2)**
  - 1. Open Hearing
  - 2. Hearing Presentation
  - 3. Testimony
  - 4. Close Hearing
  - 5. Action on Hearing
- F. CONSENT AGENDA**
  - 1. CITY COUNCIL MINUTES (WHITE)
    - a City Council Meeting Minutes of August 12, 2024

2. MINUTES OF BOARDS AND COMMISSIONS (PINK)

- a. Water & Light Commission Meeting Minutes of August 19, 2024
- b. Cross Cultural Advisory Committee Meeting Minutes of July 16, 2024

3. BILLS PAYABLE (WHITE)

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

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

Case Item(s)

- 1. Memorial Auditorium Update
- 2. Employee Longevity Awards
- 3. Second Reading Proposed Ordinance to Amend Title XV of the City Code of the City of Worthington, Nobles County Minnesota - PUD Amendment #14 - Glenwood Heights 2<sup>nd</sup> and 3<sup>rd</sup> Additions

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

Case Item(s)

- 1. Airport Consultant Master Agreement

**I. CITY COUNCIL BUSINESS - COMMUNITY DEVELOPMENT (GRAY)**

Case Item(s)

- 3. Joint Resolution - Annexation Parcel #20-0162-000

**J. COUNCIL COMMITTEE REPORTS**

- 1. Mayor Von Holdt
- 2. Council Member Janssen
- 3. Council Member Ernst
- 4. Council Member Kielblock
- 5. Council Member Weber

6. Council Member Cummings

**K. CITY ADMINISTRATOR REPORT**

**L. ADJOURNMENT**

**WORTHINGTON CITY COUNCIL  
REGULAR MEETING  
AUGUST 12, 2024**

The meeting was called to order at 5:30 p.m., in City Hall Council Chambers by Mayor Rick Von Holdt with the following Council Members present: Dennis Weber, Amy Ernst, Chris Kielblock, Chad Cummings. Larry Janssen (excused).

Staff present: Steve Schnieder, City Engineer Emeritus; Troy Appel, Public Safety Director; Cristina Adame, Communications & Relations; Steve Robinson, City Administrator; Mindy Eggers, City Clerk.

Others Present: Ryan McGaughey, Radio Works; Sam Martin, The Globe; Randy Davis, Cable 3 TV; Jaime Salinas, FORWARD Worthington; Peter Engelmeyer, MnDOT; John Crawford, KLJ Engineering; Joe DeVere, KLJ Engineering; Lyle & Deb Meyer.

The Pledge of Allegiance was recited.

**AGENDA APPROVED WITH ADDITIONS/CHANGES**

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

**HELD PUBLIC HEARING ON PORTIONS OF HIGHWAY 59 RECONSTRUCTION AND JURISDICTIONAL TRANSFER**

Pursuant to published notice, this was the time and date set for a public hearing on portions of Highway 59 reconstruction and jurisdictional transfer.

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

Steve Robinson, City Administrator, said MnDOT is proceeding with plans for the reconstruction of Hwy 59 from approximately 0.5 miles north of Interstate 90 to Hwy 60 in Worthington. The project will include safety improvements at several intersections, grading and pavement, storm sewer, sanitary sewer and watermain replacement, lighting and sidewalk. The section of Hwy 59 just south of Interstate 90 to Hwy 60 will be a Jurisdictional Transfer (turnback) to the City of Worthington after construction.

Peter Engelmeyer, MnDOT gave a presentation on the final layout of the reconstruction plan for Highway 59. He explained after construction a jurisdictional transfer (turnback) to the City will take place and include the section of Highway 59 just south of Interstate 90 to Highway 60. Construction will take place in 2027 and 2028 with bid letting planned for October, 2026.



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Following the presentation and Council comments, Mayor Von Holdt asked if there was any testimony. None was received.

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

No action on the hearing was needed.

**PUBLIC HEARING AND RESOLUTION NO. 2024-08-49 ADOPTED APPROVING TAX ABATEMENT- KJSM INVESTMENTS, 2355 AND 2365 CHERRYWOOD LANE**

Pursuant to published notice this was the time and date for a public hearing on a residential Property Tax Abatement program application.

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

Matt Selof, Community Development Director, said an application for the Tax Abatement program has been submitted by KJSM Investments. The applicant is seeking approval of tax abatement for the construction of a new two-unit condominium on Cherrywood Lane (Lot 7, Block 1, Cherrywood Addition).

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 Statute regarding tax abatement, a public hearing has been scheduled tonight to allow for public comment on the proposed abatement.

Mayor Von Holdt asked if there was anyone who wished to present testimony. None was received.

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

The motion was made by Council Member Ernst, seconded by Council Member Weber and unanimously carried to adopt the following resolution approving the residential Property Tax Abatement submitted by KJSM Investments - 2355 & 2365 Cherrywood Lane.

RESOLUTION NO. 2024-08-49

A RESOLUTION APPROVING TAX ABATEMENT FOR CERTAIN PROPERTY PURSUANT TO MINN STAT 469.1813

(Refer to Resolution File for complete copy of Resolution)

**PUBLIC HEARING AND RESOLUTION NO. 2024-08-50 ADOPTED APPROVING TAX ABATEMENT- NTRA PROPERTIES, LLC - BIOSCIENCE DRIVE, WEST OF HIGHWAY 59**

Pursuant to published notice this was the time and date for a public hearing on a residential Property Tax Abatement program application for tax abatement.

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

Matt Selof, Community Development Director, said an application for the Tax Abatement program has been submitted by NTRA Properties. The applicant is seeking approval of tax abatement for the construction of a new 26,000 square foot retail, showroom, and shop facility on Bio Science Drive, West of Highway 60 (Lot 1, Block 1, and Lot 1, Block 2, Worthington Bio Science Industrial Park Third Addition).

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 Statute regarding tax abatement, a public hearing has been scheduled tonight to allow for public comment on the proposed abatement.

Mayor Von Holdt asked if there was anyone who wished to present testimony. None was received.

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

The motion was made by Council Member Cummings, seconded by Council Member Ernst and unanimously carried to adopt the following resolution approving the residential Property Tax Abatement submitted by NTRA Properties - Bio Science Drive, West of Highway 60.

RESOLUTION NO. 2024-08-50

A RESOLUTION APPROVING TAX ABATEMENT FOR CERTAIN PROPERTY PURSUANT TO MINN STAT 469.1813

(Refer to Resolution File for complete copy of Resolution)

**CONSENT AGENDA**

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

- City Council Meeting Minutes of July 22, 2024

- Water & Light Commission Meeting Minutes of August 5, 2024
- Planning Commission Meeting Minutes of August 6, 2024
- Planning Commission Meeting Minutes of July 2, 2024
- Application for Temporary On-Sale Liquor License - St. Mary's School
- Application for Exemption from Lawful Gambling Permit - St. Mary's Church
- Application for Parade Permit/to Block Streets - King Turkey Day, Inc.
- Application for Temporary On-Sale Liquor Licenses - King Turkey Day, Inc.
- Municipal Liquor Store Income Statement for the Period of January 1, 2024 through July 31, 2024
- Olson Park Statement of Revenue and Expenditures - Budget and Actual for the Period of January 1, 2024 through July 31, 2024
- Field House Statement of Revenue and Expenditures - Budget and Actual for the Period of January 1, 2024 through July 31, 2024
- Bills Payable Totaling \$1,914,436.67

**RESOLUTION NO. 2024-08-51 ADOPTED FOR LAYOUT APPROVAL STATE PROJECT 5304-41 TRUNK HIGHWAY 59**

Mr. Robinson said the Commissioner of Transportation has prepared the final layout for State Project 5304-41 on Trunk Highway 59, from 0.5 miles north of Interstate 59 to Trunk Highway 60 within the corporate limits of Worthington for roadway infrastructure improvements.

It is requested to approve the resolution for layout in conformance to Minnesota Statutes 161.162 to 161.167, State project 5304-41 Trunk Highway 59.

The motion has been made by Council Member Weber, seconded by Council Member Cummings and unanimously carried to adopt the following resolution:

RESOLUTION NO. 2024-08-51

A RESOLUTION FOR LAYOUT APPROVAL STATE PROJECT 5304-41 TRUNK HIGHWAY 59

(Refer to Resolution File for complete copy of Resolution)

**INTRODUCTION AND OATH OF OFFICES FOR NEW POLICE OFFICER HSA EH**

Troy Appel, Public Safety Director, introduced Hsa Eh to City Council.

Mr. Appel said Hsa was born in Burma. His family fled Burma due to civil unrest and spent eight years in a refugee camp in Thailand. The family was able to leave the camp as the result of a United Nations program and moved to the United States.

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Hsa and his family eventually settled in Marshall, MN, where he graduated from the Marshall High School in 2020. After high school, he joined the National Guard and later attended and graduated from Minnesota West in 2023, with a degree in Law Enforcement.

Hsa started with WPD in February and is currently working full-time shifts for the department.

Following administering the Police Officers Oath to Officer Hsa Eh by the City Clerk, Council offered their congratulations.

**RESOLUTION NO. 2024-08-52 ADOPTED ACCEPTING A DONATION OF FUNDS**

Mr. Appel said New City Buffet Weng Inc., generously donated \$500 to the Worthington Police Department to benefit public safety programs. The contribution will be utilized as part of a future public safety equipment purchase.

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

RESOLUTION NO. 2024-08-52

A RESOLUTION ACCEPTING A DONATION OF FUNDS

(Refer to Resolution File for complete copy of Resolution)

**RESOLUTION NO. 2024-08-53 ADOPTED ACCEPTING A DONATION OF FUNDS**

Mr. Appel said Rodney Kullman generously donated \$500 to the Worthington Police Department to benefit the public safety canine program. The contribution will be utilized as part of a future canine program equipment purchase.

The motion was made by Council Member Weber, seconded by Council Member Kielblock and unanimously carried to adopt the following resolution:

RESOLUTION NO. 2024-08-53

A RESOLUTION ACCEPTING A DONATION OF FUNDS

(Refer to Resolution File for complete copy of Resolution)

**APPROVE TASK ORDER 30 WITH BOLTON AND MENK TO PROVIDE DESIGN SERVICES FOR SANITARY SEWER AND TRUNK WATER MAIN ALONG OXFORD STREET AND ACROSS HUMISTON AVENUE (TRUNK HIGHWAY 59)**

Steve Schnieder, City Engineer Emeritus, said the existing sanitary sewer system and water main serving Oxford Street along with a water main crossing Humiston Avenue have reached their design life and need to be replaced. Because the turn back of Trunk Highway 59 (Humiston Avenue and Oxford Street) will take place after the reconstruction of the highway, Public Utilities has budgeted for the work to be done as part of the highway reconstruction project being done by the MN Department of Transportation. Combining the utility work with the highway reconstruction will save money by eliminating pavement removal and replacement since this will be done as part of the street reconstruction. Task Order number 30 provides for engineering services to design the new sewer, water main and connecting services. The Task Order is not to exceed \$150,000 without prior approval from the Council. The construction work will be included in the Trunk Highway 59 reconstruction contract to be done in 2027 and 2028.

The motion was made by Council Member Ernst, seconded by Council Member Weber and unanimously carried to approve Task Order 30 with Bolton & Menk not to exceed \$150,000.00.

**ORDINANCE NO. 1205 TO AMEND TITLE XV OF THE CITY CODE OF THE CITY OF WORTHINGTON, NOBLES COUNTY, MINNESOTA - PUD #11 - SOUTHWESTERN MENTAL HEALTH CENTER - 1210 5<sup>TH</sup> AVENUE**

Mr. Robinson said Southwestern Mental Health, Inc., has applied for an amendment to Planned Unit Development #11 to allow for additional signage on the property located at 1210 5<sup>th</sup> Avenue. The applicant plans to install a monument sign and a post/panel sign. The legal description of the property under consideration is as follows:

All of Block 35, Plat of Worthington, City of Worthington, Nobles County, Minnesota.

The City Planning Commission voted unanimously to recommend approval of the request at its August 6, 2024 meeting and their recommendation was based on the following:

1. Planned Unit Development #11 was adopted by City Council on July 9, 2012, following a recommendation of the Planning Commission. The PUD was adopted in order to allow for an office building to be constructed to serve the needs of the nonprofit alongside a residential treatment facility. The subject property was previously zoned 'R-4' Medium Density Residential which did not allow for office services. By establishing a PUD, it allowed for office services but otherwise maintained the requirements of the 'R-4' District. The intent of this PUD was to allow for an office building while maintaining harmony with surrounding residential uses, particularly in the event that a different use is ever proposed for the property.

2. The owner of the property is rebranding and is seeking to construct two new signs on the property. The PUD does not include specific provisions regarding signage and generally points any non-specified requirements back to the 'R-4' requirements in City Code; however, this is not explicitly stated. For signage the main requirements for 'R-4' zoned properties are specified as follows:

“(A) Residential and special districts. Multi-family residential complexes having more than six units; principal residential uses J, K, L, M, O, P, S, T, U, V, X and Y as enumerated in Chapter 155; Appendix E; Table 5 Schedule of Use Regulations; and principal nonresidential use shall be permitted no more than two signs of up to 50 square feet in total sign area on each frontage except for § 153.21 (Scoreboards).

Freestanding signs placed outside of the required front yard setback area shall not exceed 8.5 feet in height except for § 153.21 (Scoreboards). Freestanding signs placed in any required front yard shall not exceed five feet in height.”

Based on the above, the proposed signs would fail to meet the ‘R-4’ requirements for signage. The PUD, however, does not explicitly state that the site is subject to those requirements.

Applying the same signage requirements as the ‘B-2’ or ‘B-3’ Districts to this site would allow for a significant amount of signage on the subject property and would not meet the intent of the PUD.

3. The current rendering of the proposed signs can be seen in Exhibit 3C. One sign replaces the current building sign and the other two are new signs. In total, the proposed square footage is just under 138 square feet. Note: the locations shown will be changing as the initial renderings showed them in public right-of-way, which is not permitted anywhere.

4. Staff proposes the following language to be added to the PUD “Signage - A maximum of 150 square feet of total sign area shall permitted. Signs located in required front yard setbacks shall not exceed 8 feet. Freestanding signs located outside the required front yard setbacks shall not exceed 8.5 feet. Illuminated signs shall be permitted.”

The proposed language allows for the signage the applicant is proposing, along with room for adjustment. Staff believes this would not have any negative impact on the surrounding areas.

5. With any land use request, it is important to consider the surrounding zoning and land uses to ensure the request will be compatible with surrounding areas. The following is a brief description of the surrounding zoning and land uses (also shown in Exhibit 3D and 3E):

North – ‘R-4’ Medium Density Residential. Residential and a church are located to the northeast and northwest.

South – ‘R-4’ Medium Density Residential. The library and a church are located to the southeast and southwest.

East – ‘R-4’ Medium Density Residential. Residential homes are located to the east.

West - 'R-4' Medium Density Residential. Residential homes are located to the west.

The City's 2004 Comprehensive Plan identifies the subject property as Downtown Mixed Use. While this does not address signage, it does indicate this area is suitable for a mix of land uses.

The motion was made by Council Member Kielblock, seconded by Council Member Weber and unanimously carried to adopt the following ordinance:

ORDINANCE NO. 1205

AN ORDINANCE TO AMEND TITLE XV OF THE CITY CODE OF THE CITY OF WORTHINGTON, NOBLES COUNTY, MINNESOTA

(Refer to Ordinance File for complete copy of Ordinance)

**FIRST READING PROPOSED ORDINANCE TO AMEND TITLE XV OF THE CITY CODE OF THE CITY OF WORTHINGTON, NOBLES COUNTY, MINNESOTA - PUD #14 - GLENWOOD HEIGHTS SECOND AND THIRD ADDITIONS**

Mr. Robinson said the City of Worthington is considering an amendment to Planned Unit Development #14 to remove the minimum roof requirements, including pitch. If approved, roof pitches less than 6/12 may be allowed as well as alternative roofing materials. The legal description of the property under consideration is as follows:

All of Glenwood Heights Second and Third Additions in the City of Worthington, Nobles County, Minnesota.

The City Planning Commission voted 4-2 to recommend approval of the request at its August 6, 2024 meeting. Two letters were submitted prior to the meeting, no other input was given during the public hearing.

The Commission's recommendation was based on the following:

1. On June 14, 2021, upon recommendation of the Planning Commission, City Council passed an ordinance to rezone Glenwood Heights Second Addition from 'R-1' and 'R-2' to Planned Unit Development District #14. This area was later platted again to include Glenwood Heights Third Addition.

PUD #14 was structured to follow many of the same covenants that Glenwood Heights First Addition is subject to (the existing neighborhood). These covenants in the first addition are not controlled, enforced, or monitored by the City, and the adoption of a similar PUD was in response to requests from the residents of the existing neighborhood.

2. The requirements cover things such as lot density, area, bulk, uses, square footage minimums, garages, exterior standards, along with other provisions. It also includes a provision about roofs which reads as follows:

“All roof pitch shall be 6/12 or greater. Shingles to a minimum 235#. No lock tabs.” The City has received a request to construct a home that would not meet the minimum roof pitch requirements. City Staff brought the request to the Glenwood Heights Housing Committee, a group consisting of Council representatives and Water and Light Commission representatives, which are the two entities that funded the construction of the Glenwood Heights expansion. This committee was in favor of pursuing an amendment to remove the roof requirement from the PUD.

3. The proposed change would eliminate the portion of the PUD that states, “all roof pitch shall be 6/12 or greater. Shingles to a minimum 235#. No lock tabs.”

4. City Code §155.188 (Planned Unit Development) states, “The planned unit development provisions are intended to encourage more efficient use of land and public services and greater amenity by allowing under certain circumstances, a more flexible means of land development and redevelopment than is otherwise permissible under the lot-by-lot restrictions of each use district.”

Section 155.188 (B) (5) lays out objectives that are should be sought when creating a PUD including, “a maximum choice of living environment by allowing a variety of housing and building types and permitting an increased density per acre and a reduction in lot dimensions, yards, building setbacks and area requirements”

5. The Commission should consider whether the roof pitch and shingles type requirements are a necessary requirement to be included with the PUD and whether the requirement is in the best interest of the City and the purpose of a PUD.

Council Member Cummings said the proposed home would meet the standard of value of the neighborhood. He showed an example of a modern home with a lower roof pitch. Council Member Ernst said there were not many concerns from the Housing Committee.

The motion was made by Council Member Weber, seconded by Council Member Cummings and unanimously carried to give a first reading to the proposed ordinance.

### **COUNCIL COMMITTEE REPORTS**

Mayor Von Holdt - No report.

Council Member Ernst - No report.

Council Member Kielblock - No report.

Council Member Weber - No report.



Council Member Cummings - Attended a Joint Transit Authority meeting. There are two new buses which are not in service that were part of a grant from 2019-2020. The Authority is researching options on how the funding could be used differently with the current city bus route as it's not being used like the Dial a Ride.

### **CITY ADMINISTRATOR REPORT**

Mr. Robinson said Tammy Makram has invited Council to a screening of the Brulè Project documentary that was filmed in May 2023 at the Memorial Auditorium Performing Arts Center. The viewing will take place after the August 26<sup>th</sup> Council meeting at approximately 6:15 -6:30 p.m.

### **ADJOURNMENT**

The motion was made by Council Member Kielblock, seconded by Council Member Cummings and unanimously carried to adjourn the meeting at 6:35 p.m.

Mindy Eggers, MCMC  
City Clerk

*UNAPPROVED*

# **WATER AND LIGHT COMMISSION MINUTES REGULAR MEETING AUGUST 19, 2024**

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

Staff members present were Scott Hain, General Manager; Eric Roos, Utility Coordinator, Kristy Taylor, Secretary to the Commission and Jeremy Braaksma, Wastewater Superintendent.

Others present: None

## **AGENDA ADDITIONS/CLOSURE**

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

## **CONSENT AGENDA APPROVED**

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

- Water and Light Commission minutes of the regular meeting held on August 5, 2024
- Staff reports for July 2024
- Utility bills payable totaling \$887,353.05 for August 9, and August 16, 2024

## **FINANCIAL STATEMENTS AND SALES REPORTS**

A motion was made by Commissioner Fury, seconded by Commissioner Hayenga, and unanimously carried to accept the financial statements and sales reports for July 2024.

## **WATER SOFTENER REBATE PROGRAM**

General Manager Hain, and Jeremy Braaksma, Wastewater Superintendent, reviewed with the Commission the results from the wastewater chloride reduction project.

## **SMART ENERGY SQUAD ANNUAL REPORT**

General Manager Hain reviewed the Smart Energy Squad Annual Report for 2023-2024.

## **PROJECT UPDATES**

Scott Hain, General Manager, reported on the progress of the following projects:

## Water and Light Commission Minutes

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- Wastewater treatment plant
- Dakota Mainstem - application submitted
- Water meter change-outs
- Partial payments to Thein Well for wells #32 & #33
- Well #25

### **COMMISSION COMMITTEE REPORTS**

Commissioner Weg reported that she attended the MRES Quarter 3 Ambassador Program Webinar.

### **ADJOURNMENT**

A motion was made by Commissioner Hayenga, seconded by Commissioner Fury, and unanimously carried to adjourn the meeting at 4:15 P.M. President Weg declared the meeting adjourned.

Kristy Taylor  
Secretary to the Commission

**CROSS CULTURAL ADVISORY COMMITTEE**

**MINUTES**

**7:00 p.m. – Tuesday, July 16, 2024**

**City Hall Council Chambers**

**Present: Amy, Leah, Scott, Edgar, Cristina, Josee, Nicole, Steve**

**Guest: Cassandra, Susu**

**Absent: Abebe**

- **Call to Order**

- ☐ **Meeting called to order @ 7:04 pm**

- **Introductions**

- ☐ **Cassandra**

- **Agenda – Additions/Changes and Closure**

- ☐ **M/S. Scott/Amy/Edgar**

- **Approval of Minutes (June 2023 Meeting)**

- ☐ **M/S. Nicole/Leah**

- **Review CCAC Purpose statement:**

- “The CCAC bridges the gap of culture and communication between the City of Worthington and its diverse community.”

- ☐ **Read through by Edgar**

- **Determining the direction for the CCAC**
  - ☐ Scott stepping down
  
- **Voting on officers**
  - ☐ Chair
  - ☐ Vice-chair
  - ☐ Secretary
  - ☐ Treasure (Steve)
- **(Next Month)**
  
- **Recruiting New Members**
  - ☐ Introduce Visitors
    - ☐ Cassandra
    - ☐ Eligio Ramirez- Guatemala - mam
  
- **City Council Updates- Amy and Steve**
  - ☐ New community service/ animal control
  - ☐ YouTube channel coming soon
  
- **Next Months Meeting: Aug 20**
  
- **Adjournment (8:34)**
  - ☐ M/S. Edgar/Leah

## **ADMINISTRATIVE SERVICES MEMO**

**DATE:**       **AUGUST 23, 2024**

**TO:**           **HONORABLE MAYOR AND CITY COUNCIL**

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

### **CASE ITEMS**

**1.    MEMORIAL AUDITORIUM UPDATE**

Tammy Makram, Manager, Memorial Auditorium will be in attendance to give Council an update on the 2024-2025 Schedule of Events.

**2.    EMPLOYEE LONGEVITY AWARDS**

City Staff was treated to an Employee Appreciation Luncheon with the following staff recognized for their years of service:

#### **2023 Longevity Awards**

**40 Years of Service**

Glenn Duitsman

**30 Years of Service**

Tim Gaul

**25 Years of Service**

Aaron Sieve

**20 Years of Service**

Randy Liepold

**15 Years of Service**

Dan Bruns

Shari Droll

Mindy Eggers

Lori Henning

Tom Jones

**10 Years of Service**

Dan Brouillet

Jason Like

Tyler Olson

Brandon Peil

Angela Thiner

**3.    SECOND READING PROPOSED ORDINANCE TO AMEND TITLE XV OF THE CITY CODE OF THE CITY OF WORTHINGTON, NOBLES COUNTY, MINNESOTA - PUD AMENDMENT #14 - GLENWOOD HEIGHTS 2<sup>ND</sup> AND 3<sup>RD</sup> ADDITIONS**

Pursuant to published notice this is the time and date set for the second reading of a proposed

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ordinance to Amend Title XV, of the City Code of Worthington, Nobles County, Minnesota.  
A complete copy of the ordinance was provided in your August 12, 2024 Council Agenda.

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

## PUBLIC WORKS MEMO

**DATE:** AUGUST 22, 2024

**TO:** HONORABLE MAYOR AND CITY COUNCIL

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

### CASE ITEMS

#### **1. AIRPORT CONSULTANT MASTER AGREEMENT**

The City agrees to certain terms and conditions for receiving Airport Improvement Program (AIP) grants funded by the Federal Aviation Administration (FAA). These requirements include those pertaining to the procurement of consultant services such as:

1. The consultant is to be selected through a qualification-based selection process.
2. The selection process must allow for open and free competition.
3. The services to be solicited are limited to projects that are initiated within 5 years of the master agreement implementation.

The previous Professional Services contract with the firm of Bolton and Menk, Inc, approved by Council on April 19, 2019, is no longer in effect. City staff started the process of selecting a consultant by posting a Request for Qualifications (RFQ), in May of 2024. This RFQ was posted on the League of MN website and made available to all suitable firms that operate within the State of Minnesota.

Staff received request from nine firms to provide the RFQ and received proposals from four of them. The Firms that submitted proposals were Bolton & Menk, Inc, Bollig Inc. SEH., and RLB Inc. These proposals were reviewed and scored by a committee consisting of the Airport Manager, Council Representative to the Airport Board, City Engineer, and City Street Superintendent.

After unanimously scoring the firm of Bolton & Menk highest, it was the committee's consensus to offer the Master Agreement to their firm. This Master Agreement (***Exhibit 1***) will establish the terms and conditions that maybe common to all airport projects undertaken by the firm. Work Orders will address the scope of services and any other specific items in each project. This updated Master agreement will have the same terms and conditions as the existing one.

Council action is requested to approve the 5-year Master Agreement with the firm of Bolton and Menk, Inc.



**MASTER AGREEMENT FOR PROFESSIONAL SERVICES  
AIRPORT PLANNING, ENGINEERING AND CONSTRUCTION SERVICES  
AUGUST 2024 THROUGH JULY 2029**

**WORTHINGTON MUNICIPAL AIRPORT (OTG)  
CITY OF WORTHINGTON, MINNESOTA**

This Agreement made this 26<sup>th</sup> day of August 2024, by and between the City of Worthington, 303 Ninth Street, Worthington, MN 56187, hereinafter referred to as CLIENT, and BOLTON & MENK, INC., 1501 South State Street #100, Fairmont, MN 56031, hereinafter referred to as CONSULTANT.

WITNESS, whereas the CLIENT requires professional services in conjunction with future airport planning, engineering, and construction services as listed in the ACIP for the Worthington Municipal Airport and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT throughout the 5-year Airport Consultant Selection period.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

**SECTION 1 - CONSULTANT'S SERVICES**

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in future Work Orders.
- B. Upon mutual agreement of the parties hereto, Additional Services may be authorized as described in subsequent Work Orders or as described in Paragraph 4.B and the associated Work Order may be revised accordingly through a mutually agreed addendum.

**SECTION 2 - THE CLIENT'S RESPONSIBILITIES**

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section 3 of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but is not limited to: boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret, and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.
- F. The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide such services as may be required for completion of the Project described in this Agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in Exhibit A.
- H. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the Project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

### SECTION 3 - COMPENSATION FOR SERVICES

#### A. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with the applicable Exhibit B Schedule of Fees ("Schedule of Fees") attached to each future Work Order for the time spent in performance of Agreement services or as otherwise explicitly described in the future Work Order or Addendum for the specific assignment.
2. Additional Services as outlined in Section 1.B and 4.B will vary depending upon project conditions and will be billed in addition to the agreed compensation in each Work Order.

##### a. Construction Services

The CONSULTANT and CLIENT agree that the duration of the construction activity is dependent upon factors that are outside of the control of the CONSULTANT, such as weather, site conditions, contractor experience, contractor expertise, contractor scheduling and contractor efficiency. When the extent of these construction services beyond the control of the CONSULTANT occurs, the CLIENT agrees that the CONSULTANT will be reimbursed for additional Construction Services in excess of the budget stated in the Work Order. Compensation shall be based on the standard hourly rate for the individuals providing services on the project.

3. Basic Services as outlined in each Work Order will vary depending upon project conditions and will be billed in accordance with the rate schedule attached to the Work Order. Hourly rates may be adjusted by CONSULTANT, on an annual basis thereafter to reflect reasonable changes in its operating costs, or as may be appropriate for a specific Task Order. Adjusted rates will become effective on January 1st of each subsequent year; or, upon mutual agreement of the parties and inclusion in a Task Order, upon execution of that Task Order
4. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement CLIENT agrees to pay any applicable sales taxes.
5. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the above fees include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.
6. Reimbursable Direct Expenses: Except for those expenses identified in Paragraph 3.A.5, any expenses required to complete the agreed scope of services or identified in this paragraph will be listed separately on the invoice, and include but are not limited to large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for these Direct Expenses incurred in the performance of the work, subject to any limit set forth in Section 3 or any Task Order.

**B. PAYMENTS AND RECORDS**

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.
2. If CLIENT fails to make any payment due CONSULTANT for undisputed services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.
3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for undisputed services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full for all past due amounts for undisputed services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.
4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred, and services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT, State, or their duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to the contract for a period of six years.

## SECTION 4 - GENERAL

### A. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. No warranty, express or implied, is made.

### B. CHANGE IN PROJECT SCOPE

In the event the CLIENT changes or is required to change the scope or duration of the project from that described in this Agreement, any Task Order or Addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. Except for Additional Services required to address emergencies or acts of God that impact the Project, the CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work. Any change will be memorialized in writing and executed, either as an Addendum to this Agreement or the affected Task Order; or issuance of a new Task Order for the Additional Services.

### C. LIMITATION OF LIABILITY

1. General Liability of CONSULTANT. For liability other than professional acts, errors, or omissions, and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from claims or actions relating to the project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts and omissions in the non-professional services of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants.
2. Professional Liability of CONSULTANT. With respect to professional acts, errors and omissions and to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by a negligent act, error or omission of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants. This indemnification shall include reimbursement of CLIENT'S reasonable attorneys' fees and expenses of litigation, but only to the extent that defense is insurable under CONSULTANT'S liability insurance policies.
3. General Liability of CLIENT. To the fullest extent permitted by law and subject to the maximum limits of liability set forth in Minnesota Statutes Section 466.04, CLIENT shall indemnify, defend and hold harmless CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or

destruction of tangible property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants.

4. 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 entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.
5. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes.
6. CLIENT waives all claims against individuals involved in the services provided by CONSULTANT under this Agreement and agrees that any claim, demand, or suit shall be directed/asserted only against the CONSULTANT's corporate entity.

#### D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the CGL and Auto liability policies.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage

shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.

6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium

#### E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of any Task Order or Addendum or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

#### F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any contractor. CLIENT acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

#### G. USE OF ELECTRONIC/DIGITAL DATA

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable for this Agreement or except as otherwise explicitly provided in this Agreement, all electronic/digital data developed by the CONSULTANT as part of the project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).



2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third-party use and adaptation or distribution is explicitly authorized by this Agreement.

## H. REUSE OF DOCUMENTS

1. Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall hereby be granted a license in all identified deliverables (including Reports, Plans and Specifications) for any reasonable use relative to the project and the general operations of the CLIENT. Such license to Owner shall not create any rights in third parties.
2. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the project associated with any particular Task Order or Addendum or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from such reuse.
3. Previously Created Works and Documents of CONSULTANT. Notwithstanding the foregoing, CONSULTANT retains title and interest in all of its standard details, plans, specifications and engineering computation documents ("Previously Created Works and Documents"), whether in written or electronic form, which have been incorporated into the deliverables and documents provided to CLIENT, but which were developed by CONSULTANT independent of this Agreement. CONSULTANT issues to CLIENT a royalty-free, nonexclusive and irrevocable license to use the Previously Created Works and Documents for the Project.

## I. CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.



**J. PERIOD OF AGREEMENT**

This Agreement will remain in effect for the longer of a period of five (5) years after written authorization to proceed is issued by CLIENT; or until the specified completion date for any subsequently issued Task Order or Addendum that falls after the end of that period; or such other expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of both parties.

**K. HAZARDOUS MATERIALS**

1. Except as expressly stated in a specific Task Order, the parties acknowledge that CONSULTANT'S Services do not include any services related to Constituents of Concern. If CONSULTANT or any other party encounters, uncovers, or reveals a Constituent of Concern at the Project site or should it become known in any way that such materials may be present at the site or any adjacent areas that may affect the performance of the CONSULTANT's services, then CONSULTANT may, at its option and without liability for consequential or any other damages: 1) suspend performance of Services on the portion of the Project affected thereby until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove such materials, and warrant that the site is in full compliance with applicable laws and regulations; or, 2) terminate the applicable specific Task Order if it is not practical to continue providing Services.
  - a. Constituent of Concern is defined as asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

**L. TERMINATION**

1. For Cause: This Agreement or any Task Order may be terminated by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party.
  - a. For termination by CONSULTANT, Cause includes, but is not limited to, failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT's services for more than 120 days for reasons beyond CONSULTANT'S cause or control.
  - b. Notwithstanding the foregoing and with consent of terminating party, this Agreement will not terminate under paragraph 4.L.1 if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 10 days of receipt of the notice.
2. For Convenience: This Agreement or any Task Order may be terminated for convenience by CLIENT upon 7 days written notice to CONSULTANT.

3. The notice of termination shall identify the individual Task Order being terminated, or if the terminating party intends to terminate the entire Agreement the notice shall so state. This Termination process shall apply only to those elements expressly identified in the notice.
4. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section 3 of this Agreement. Upon receipt of payment, CONSULTANT shall deliver, and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph 4.H.
5. In event of termination by CLIENT for cause, CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination and, upon receipt of payment, CONSULTANT shall deliver to CLIENT and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to the provisions of Section 4.H. All other matters will be resolved in accordance with the Dispute Resolution clause of this Agreement.

#### M. INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

#### N. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

#### O. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The CONSULTANT is an Equal Opportunity Employer** and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

#### P. ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

**Q. SURVIVAL**

All obligations, representations and provisions made in or given in Section 4 and Documents Retention clause of this Agreement will survive the completion of all **services** of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

**R. SEVERABILITY**

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**S. CONTROLLING LAW**

This Agreement is to be governed by the law of the State of Minnesota and venued in Nobles County District Court, Fifth Judicial District, Minnesota; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.

**T. DISPUTE RESOLUTION**

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the Minnesota District Court Rule 114 Roster, or if mutually agreed at time of dispute submittal, a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

**U. MINNESOTA GOVERNMENT DATA PRACTICES ACT**

All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of the CONSULTANT'S performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The Consultant agrees to abide by these statutes, rules, and regulations and as they may be amended. In the event the CONSULTANT receives a request to release data, it shall notify CLIENT as soon as practical. The CLIENT will give instructions to CONSULTANT concerning release of data to the requesting party and CONSULTANT will be reimbursed as Additional Services by CLIENT for its reasonable expenses in complying with the request

**V. SECTION 508 OF THE REHABILITATION ACT**

All electronic Information Technology (IT) procured, developed, maintained or used as part of this Contract shall comply with Section 508 standards.

**W. FEDERAL CONTRACT PROVISIONS**

The agreement includes all provisions of the attached Exhibit I, “Required A/E Contract Provisions apply for Airport Improvement Program and for Obligated Sponsors” for Architectural/Engineering Professional Services funded under the Federal Airport Improvement Program (AIP) are deemed part of this agreement and are incorporated herein. All references to “contractor” shall also mean “CONSULTANT”.


**X. AUDIT REVIEW**

The CLIENT, the Federal Aviation Administration, the Comptroller General of the United States, or any of the duly authorized representatives shall have access to any books, documents, papers, and records of consultants, which are directly pertinent to a specific grant program, for the purpose of making audits, examinations, excerpts, and transcriptions. CONSULTANT shall maintain all required records for 3 years after the sponsor makes final payment and all other pending matters are closed.

**SECTION V - SIGNATURES**

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of WorthingtonCONSULTANT: Bolton & Menk, Inc.Mr. Rick VonHoldt MayorMr. Silas Parmar Principal Engineer

Attachment: Exhibit I, "Federal Contract Provisions Attachment"

# EXHIBIT I

## FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO “CONTRACTOR”, “PRIME CONTRACTOR”, “BIDDER”, “OFFEROR”, AND “APPLICANT” SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO “SUBCONTRACTOR”, “SUB-TIER CONTRACTOR” OR “LOWER TIER CONTRACTOR” SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO “SPONSOR” AND “OWNER” SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

### PROVISIONS APPLICABLE TO ALL CONTRACTS

#### **ACCESS TO RECORDS AND REPORTS**

Reference: 2 CFR § 200.334  
2 CFR § 200.337  
FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

#### **CIVIL RIGHTS – GENERAL**

Reference: 49 USC § 47123

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

## CIVIL RIGHTS – TITLE VI ASSURANCES

Reference: 49 USC § 47123  
FAA Order 1400.11

### Title VI Solicitation Notice

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

### Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

## Nondiscrimination Requirements / Title VI Clauses for Compliance

### **Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.



5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Reference: 2 CFR § 200, Appendix II(K)  
2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

## **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

Reference: 29 USC § 201, et seq  
2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

## **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

Reference: 20 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious

physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## **RIGHT TO INVENTIONS**

Reference: 2 CFR Part 200, Appendix II(F)  
37 CFR Part 401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

## **SEISMIC SAFETY**

Reference: 49 CFR Part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

## **TAX DELINQUENCY AND FELONY CONVICTIONS**

Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts  
DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The Contractor certifies:

- 1) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

- 2) It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction is a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

The Contractor agrees to incorporate the above certification in all lower tier subcontracts.

## TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104  
49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

## **VETERAN'S PREFERENCE**

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

## **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000**

### **DISTRACTED DRIVING**

Reference: Executive Order 13513  
DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

Reference: 2 CFR Part 200, Appendix II(C)  
41 CFR § 60-1.4  
41 CFR § 60-4.3  
Executive Order 11246

**Equal Opportunity Clause**

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled,

terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## PROHIBITION OF SEGREGATED FACILITIES

Reference: 2 CFR Part 200, Appendix II(C)  
41 CFR Part 60-1

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

## TERMINATION OF CONTRACT

Reference: 2 CFR Part 200, Appendix II(B)  
FAA Advisory Circular 150/5370-10, Section 80-09

### Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

### Termination for Cause (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;

3. Suspends the project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

### **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000**

#### **DEBARMENT AND SUSPENSION**

Reference: 2 CFR Part 180 (Subpart B)  
2 CFR Part 200, Appendix II(H)  
2 CFR Part 1200  
DOT Order 4200.5  
Executive Orders 12549 and 12689

#### **Certification of Offeror/Bidder Regarding Debarment**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

#### **Certification of Lower Tier Contractors Regarding Debarment**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.



**PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000****CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

Reference: 2 CFR Part 200, Appendix II(E)  
2 CFR § 5.5(b)  
40 USC § 3702  
40 USC § 3704

**1. Overtime Requirements.**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; Liability for Unpaid Wages; Liquidated Damages.**

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

**3. Withholding for Unpaid Wages and Liquidated Damages.**

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

**4. Subcontractors.**

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

## LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment  
2 CFR Part 200, Appendix II(I)  
49 CFR Part 20, Appendix A

### Certification Regarding Lobbying

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000**

### **CLEAN AIR AND WATER POLLUTION CONTROL**

References: 2 CFR Part 200, Appendix II(G)  
42 USC § 7401, et seq  
33 USC § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

The Contractor must include this requirement in all subcontracts that exceed \$150,000.

## PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$250,000

### **BREACH OF CONTRACT TERMS**

Reference: 2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

### **DISADVANTAGED BUSINESS ENTERPRISE**

Reference: 49 CFR Part 26

#### Prime Contracts (Contracts Covered by a DBE Program)

##### Contract Assurance (49 CFR § 26.13)

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

##### Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

**COMMUNITY DEVELOPMENT MEMO****DATE: August 22, 2024****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 submitted by Marco Ramos. The applicant is seeking approval of tax abatement for the construction of a single-family home on Cecilee Street. 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. Council action is requested.
- 2. PUBLIC HEARING ON RESIDENTIAL PROPERTY TAX ABATEMENT** Exhibit 2A is a copy of a City of Worthington Residential Property Tax Abatement Program application submitted by Marco Ramos. The applicant is seeking approval of tax abatement for the construction of a two-unit duplex on Cecilee Street. 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 2B after the completion of the public hearing. Council action is requested.
- 3. JOINT RESOLUTION – ANNEXATION PARCEL 20-0162-000**  
Parcel 20-0162-000 (shown in Exhibit 3A), formerly part of Vogt Farm, has been completely surrounded by the City of Worthington for many years. As the land was prepared for sale, it was determined that it was an appropriate time to annex the property.

The subject property is located within a designated orderly annexation area. As such, it is subject to the requirements contained within Minnesota Statute 414.032, which requires a joint resolution approving the annexation be passed by the Township and the City. The Worthington Township Board passed the joint resolution, shown in Exhibit 3B on August 13, 2024.

Council approval of the Joint Resolution shown in Exhibit 3B is requested.

Please note, as the property was advertised for sale, it was made known that the City of Worthington was pursuing annexation. There have been no objections to the proposed annexation.



CITY OF WORTHINGTON  
303 NINTH STREET, PO BOX 279  
WORTHINGTON, MN 56187  
TELEPHONE: (507) 372-8640  
WWW.CI.WORTHINGTON.MN.US

### City of Worthington Residential Property Tax Abatement Program Application

Name of Applicant: Marco Ramos

Name of buyer (if available & different than above): \_\_\_\_\_

Parcel ID Number: 31-1068-055 Date: 08/16/24

Address of Property: —

Address to send abatement if different than address above:  
1670 Cecilee St. Worthington, MN 56187

Phone Number: (507) 370-4619

Email: ramoscomany@gmail.com

**Please Initial each statement below to indicate you have read and understand the statements below:**

MR I understand this application is only for the City of Worthington Residential Property Tax Abatement Program. A separate application must be made to Nobles County to seek abatement of the County and School District's taxes.

MR I understand that this development project must meet all applicable standards and regulations including local zoning regulations, permit requirements, and State Building Code requirements. Failure to do so will result in loss of tax abatement.

MR I understand that any change of ownership during the five-year abatement period must be communicated to the City of Worthington.

MR I have read and understand the program guidelines that are included with this application.

MR I understand that abatement will be in the form of a refund. Property taxes must be paid in full by the due date each year. The City of Worthington will issue one annual payment.

MR I understand that construction cannot commence until this application is approved by the City Council and a public hearing is conducted.

**This application must be accompanied by the following documents:**

- A letter addressed to the City of Worthington requesting tax abatement.
- A site plan for the proposed project.

Application shall be submitted to:

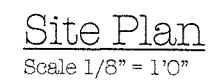
City of Worthington  
303 9<sup>th</sup> Street, PO Box 279  
Worthington, MN 56187

OR

Email to: [community.development@ci.worthington.mn.us](mailto:community.development@ci.worthington.mn.us)

Printed name of applicant: Marco Barnes

Signature of applicant: Marco Barnes Date: 7/26/24





**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, Marco Ramos is the owner of certain property within the City of Worthington, legally described as follows:

Lot 10, Block 2, Cecilee Addition, City of Worthington, Nobles County, Minnesota.

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

WHEREAS, Marco Ramos has 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 single-family home on Lot 10, Block 2, Cecilee Addition.
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 26th day of August, 2024.

(SEAL)

---

Rick Von Holdt, Mayor

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



CITY OF WORTHINGTON  
303 NINTH STREET, PO Box 279  
WORTHINGTON, MN 56187  
TELEPHONE: (507) 372-8640  
WWW.CI.WORTHINGTON.MN.US

**City of Worthington Residential Property Tax Abatement  
Program Application**

Name of Applicant: Marco Ramos

Name of buyer (if available & different than above): \_\_\_\_\_

Parcel ID Number: 31-1068-075 Date: 7/26/24

Address of Property: \_\_\_\_\_

Address to send abatement if different than address above:  
1670 Cecilee St. Worthington, MN 56187

Phone Number: (507) 370-4619

Email: ramoscomany@gmail.com

**Please Initial each statement below to indicate you have read and understand the statements below:**

MR I understand this application is only for the City of Worthington Residential Property Tax Abatement Program. A separate application must be made to Nobles County to seek abatement of the County and School District's taxes.

MR I understand that this development project must meet all applicable standards and regulations including local zoning regulations, permit requirements, and State Building Code requirements. Failure to do so will result in loss of tax abatement.

MR I understand that any change of ownership during the five-year abatement period must be communicated to the City of Worthington.

MR I have read and understand the program guidelines that are included with this application.

MR I understand that abatement will be in the form of a refund. Property taxes must be paid in full by the due date each year. The City of Worthington will issue one annual payment.

MR I understand that construction cannot commence until this application is approved by the City Council and a public hearing is conducted.

**This application must be accompanied by the following documents:**

- A letter addressed to the City of Worthington requesting tax abatement.
- A site plan for the proposed project.

Application shall be submitted to:

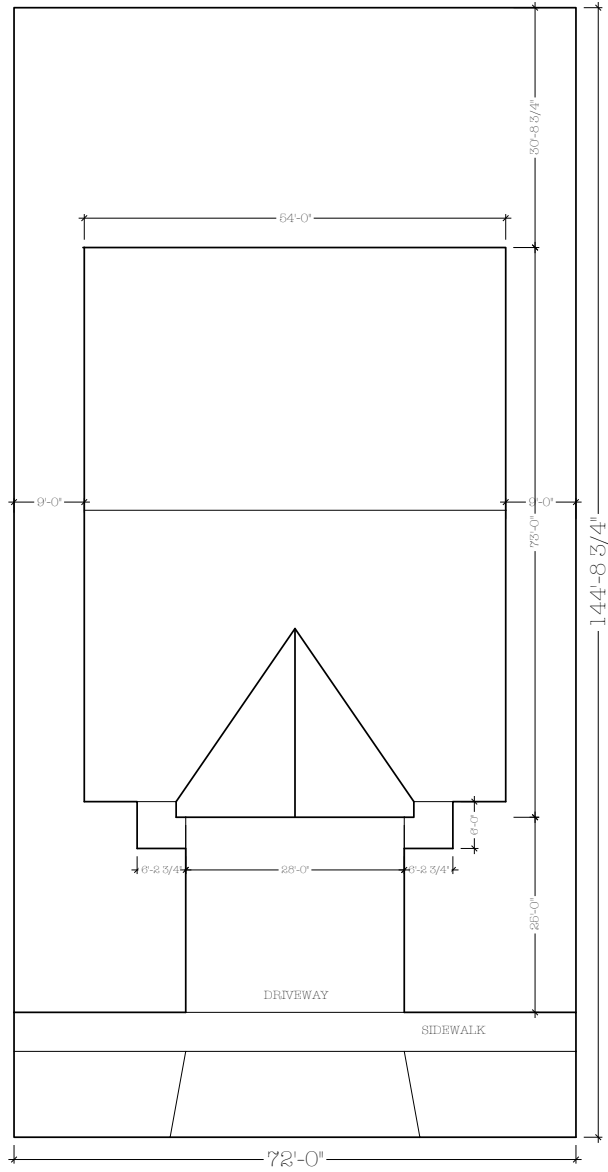
City of Worthington  
303 9<sup>th</sup> Street, PO Box 279  
Worthington, MN 56187

OR

Email to: [community.development@ci.worthington.mn.us](mailto:community.development@ci.worthington.mn.us)

Printed name of applicant: Marco Ramos

Signature of applicant: Marco Ramos Date: 7/26/24



Site Plan  
Scale 1/8" = 1'0"

REVISIONS		REVISIONS	
NO.	DATE	NO.	DATE
1	07/08/24	1	07/08/24
2	07/08/24	2	07/08/24
3	07/08/24	3	07/08/24
4	07/08/24	4	07/08/24
5	07/08/24	5	07/08/24
6	07/08/24	6	07/08/24
7	07/08/24	7	07/08/24
8	07/08/24	8	07/08/24
9	07/08/24	9	07/08/24
10	07/08/24	10	07/08/24

Ramos Construction LLC		Ramos Duplex	
Ramos Construction LLC		Ramos Duplex	

A	05
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**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, Marco Ramos is the owner of certain property within the City of Worthington, legally described as follows:

Lot 4, Block 3, Cecilee Addition, City of Worthington, Nobles County, Minnesota.

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

WHEREAS, Marco Ramos has 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 two-unit duplex on Lot 4, Block 3, Cecilee Addition.
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 26th day of August, 2024.

(SEAL)

---

Rick Von Holdt, Mayor

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

Exhibit 2B





Legend

- Parcels
- Easements
- Platted Easements
- Streets





IN THE MATTER OF THE JOINT  
RESOLUTION OF THE TOWNSHIP OF  
WORTHINGTON AND THE CITY OF  
WORTHINGTON DESIGNATING AN  
UNINCORPORATED AREA AS IN  
NEED OF ORDERLY ANNEXATION  
AND CONFERRING JURISDICTION  
OVER SAID AREA TO THE CHIEF  
ADMINISTRATIVE LAW JUDGE

AMENDMENT TO THE JOINT  
RESOLUTION FOR ORDERLY  
ANNEXATION BETWEEN THE  
TOWNSHIP OF WORTHINGTON  
AND  
THE CITY OF WORTHINGTON  
ORIGINALLY ADOPTED ON  
SEPTEMBER 1, 1972, AND  
AMENDED NOVEMBER 13, 2017,  
PURSUANT TO M.S. 414.0325

---

The Township of Worthington and the City of Worthington hereby jointly agree that the area designated for orderly annexation in the Joint Resolution between the Township of Worthington and the City of Worthington Designating an Area for Orderly Annexation dated September 1, 1972, and amended November 13, 2017 be amended to include the following:

1. That part of the Southeast Quarter of the Southeast Quarter of Section 21, Township 102 North, Range 40 West, Nobles County, Minnesota, described as follows:

Commencing at the Southeast corner of said Section 21; thence on an assumed bearing of South 89 degrees 22 minutes 38 seconds West, along the south line of said section, a distance of 11.60 feet to the point of beginning of the tract to be described; thence continuing South 89 degrees 22 minutes 38 seconds West, along said south line, a distance of 383.88 feet to the Southeast corner of a tract as recorded in Document No. A350619; thence North 0 degrees 37 minutes 22 seconds West, along the east line of said tract, a distance of 33.00 feet; thence North 34 degrees 13 minutes 33 seconds West, along the easterly line of said tract, a distance of 104.74 feet to a bending point on the easterly line of said tract; thence North 22 degrees 10 minutes 02 seconds East, along the easterly line of said tract, a distance of 95.56 feet to bending point on said easterly line; thence North 25 degrees 01 minutes 46 seconds East, along the easterly line of said tract, a distance of 100.13 feet to a bending point on said easterly line; thence North 22 degrees 10 minutes 02 seconds East, along the easterly line of said tract, a distance of 100.00 feet to a bending point on said easterly line; thence North 27 degrees 52 minutes 40 seconds East, along the easterly line of said tract, a distance of 100.50 feet to a bending point on said easterly line; thence North 25 degrees 01 minutes 46 seconds East, along the easterly line of said tract, a distance of 100.13 feet to a bending point on said easterly line; thence North 22 degrees 10 minutes 02 seconds East, along the easterly line of said tract, a distance of 200.00 feet to a bending point on said easterly line; thence North 16 degrees 27 minutes 24 seconds East, along the easterly line of said tract, a distance of 100.50 feet to a bending point on said easterly line; thence North 38 degrees 51 minutes 59 seconds East, along the easterly line of said tract, a distance of 52.20 feet to a bending point on said easterly line; thence

North 22 degrees 10 minutes 02 seconds East, along the easterly line of said tract, a distance of 179.11 feet to a bending point on said easterly line; thence northeasterly, along the easterly line of said tract, along a tangential curve, concave to the northwest, having a radius of 1562.40 feet, a central angle of 4 degrees 04 minutes 55 seconds, the chord of said curve bears North 20 degrees 07 minutes 33 seconds East, a chord distance of 111.29 feet, an arc distance of 111.31 feet to the east line of said Section 21; thence Southeast 0 degrees 19 minutes 45 seconds East, along said east line, a distance of 1126.74 feet; thence southwesterly, along a non-tangential curve, concave to the southeast, having a radius of 610.00 feet, a central angle of 3 degrees 15 minutes 16 seconds, the chord of said curve bears South 19 degrees 13 minutes 51 seconds West, a chord distance of 34.64 feet, an arc distance of 34.65 feet to the point of beginning, containing 6.45 acres, subject to easements now of record in said county and state.

2. Both the Town of Worthington and the City of Worthington agree that no alteration of the stated boundaries of this agreement is appropriate. Furthermore, both parties agree that no consideration by the Chief Administrative Law Judge is necessary. Upon receipt of this resolution, passed and adopted by each party, the Chief Administrative Law Judge may review and comment, but shall, within thirty (30) days, order the annexation, in accordance with the terms of this joint resolution.
3. That the Town Board of the Township of Worthington, and the City Council of the City of Worthington, upon passage and adoption of this resolution and upon the acceptance by the Chief Administrative Law Judge, confer jurisdiction upon the Chief Administrative Law Judge over the various provisions contained in this Agreement.
4. That this certain property which is surrounded by the City of Worthington is presently urban or suburban in nature or is about to become so. Further, the City of Worthington is capable of providing services to this area within a reasonable time, and the annexation is in the best interest of the area proposed for annexation.
5. The population change with this annexation shall be 0. There is no existing housing stock within the annexation area.
7. Pursuant to Minnesota Statute 414.036, the City of Worthington shall reimburse the Town of Worthington for all of the taxable property annexed. Reimbursement shall consist of two annual payments that will be equal to the Town's collection of real estate taxes from the subject property in 2023, which was \$20.58.

Approved by the Town of Worthington this 13 day of August, 2024.

Town of Worthington

BY: Scott Knigge  
Scott Knigge, Town Board Chair

BY: Josh Peterson  
Josh Peterson, Town Board Clerk

Approved by the City of Worthington this \_\_\_\_ day of \_\_\_\_\_, 2024.

(SEAL)

City of Worthington

BY: \_\_\_\_\_  
Rick Von Holt, Mayor

ATTEST:

\_\_\_\_\_  
Mindy Eggers, City Clerk

PACKET: 05198 MEDSURETY  
VENDOR SET: 01 CITY OF WORTHINGTON \*\*\* DRAFT/OTHER LISTING \*\*\*  
BANK: 1 FIRST STATE BANK SOUTHWES

VENDOR	I.D.	NAME	ITEM	PAID	DISCOUNT	AMOUNT	ITEM	ITEM
			TYPE	DATE				NO#
-----								
M00512		MEDSURETY LLC	D	8/12/2024			002304	349.50
M00512		MEDSURETY LLC	D	8/12/2024			002305	25.00

* * 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:	2	0.00	374.50	374.50
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:	 2	 0.00	 374.50	 374.50

PACKET: 05196 EFT PAYROLL 8/16/2024  
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		8/21/2024			002306	7,844.53
E00088		EFTPS	D	8/21/2024			002307	73,829.03
M00512		MEDSURETY LLC	D	8/21/2024			002308	8,429.48
M00512		MEDSURETY LLC	D	8/21/2024			002309	3,281.25
M00309		MINNESOTA STATE RETIREMENT SYSTD		8/21/2024			002310	2,465.00
M00065		MINNESOTA UI FUND	D	8/21/2024			002311	605.09
N00316		LIFE INSURANCE OF NORTH AMERICAD		8/21/2024			002312	3,751.85
P00039		PUBLIC EMPLOYEES RETIREMENT ASSD		8/21/2024			002313	58,574.51
S00202		STATE OF MINNESOTA DEPT OF REVED		8/21/2024			002314	15,302.14

* * 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:	9	0.00	174,082.88	174,082.88
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	174,082.88	174,082.88

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ACCESS HEALTH WORTHINGTON	8/16/24	CDL LICENSE TESTING DRUG/A RECREATION	PARK AREAS		75.00
	8/16/24	CDL LICENSE TESTING DRUG/A WATER	O-DISTR MISC		75.00
	8/16/24	CDL LICENSE TESTING DRUG/A MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS		<u>75.00</u>
		TOTAL:			225.00
ACLARA TECHNOLOGIES LLC	8/16/24	ACLARA ONE MAIN MAY 24- AP WATER	ACCTS-RECORDS & COLLEC		2,077.50
	8/16/24	ACLARA ONE MAIN MAY 24- AP MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT		2,077.50
	8/16/24	ACLARA ONE MAIN MAY 24- AP ELECTRIC	ACCTS-METER READING		8,310.00
	8/16/24	ACLARA ONE MAIN MAY 24- AP ELECTRIC	ACCTS-RECORDS & COLLEC		<u>4,155.00</u>
		TOTAL:			16,620.00
AMERITAS	8/16/24	DENTAL INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	437.65
	8/16/24	DENTAL INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	439.22
	8/16/24	VISION INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	42.54
	8/16/24	VISION INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	42.28
	8/16/24	DENTAL INSURANCE	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	18.18
	8/16/24	DENTAL INSURANCE	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	18.18
	8/16/24	VISION INSURANCE	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	3.68
	8/16/24	VISION INSURANCE	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	3.68
	8/16/24	DENTAL INSURANCE	RECREATION	NON-DEPARTMENTAL	18.18
	8/16/24	DENTAL INSURANCE	RECREATION	NON-DEPARTMENTAL	18.18
	8/16/24	VISION INSURANCE	RECREATION	NON-DEPARTMENTAL	3.68
	8/16/24	VISION INSURANCE	RECREATION	NON-DEPARTMENTAL	3.68
	8/16/24	DENTAL INSURANCE	IMPROVEMENT CONST	NON-DEPARTMENTAL	6.01
	8/16/24	DENTAL INSURANCE	IMPROVEMENT CONST	NON-DEPARTMENTAL	2.31
	8/16/24	VISION INSURANCE	IMPROVEMENT CONST	NON-DEPARTMENTAL	9.29
	8/16/24	VISION INSURANCE	IMPROVEMENT CONST	NON-DEPARTMENTAL	9.98
	8/16/24	DENTAL INSURANCE	WATER	NON-DEPARTMENTAL	86.47
	8/16/24	DENTAL INSURANCE	WATER	NON-DEPARTMENTAL	86.47
	8/16/24	VISION INSURANCE	WATER	NON-DEPARTMENTAL	2.17
	8/16/24	VISION INSURANCE	WATER	NON-DEPARTMENTAL	1.74
	8/16/24	DENTAL INSURANCE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	52.90
	8/16/24	DENTAL INSURANCE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	52.90
	8/16/24	VISION INSURANCE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	7.86
	8/16/24	VISION INSURANCE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	7.86
	8/16/24	DENTAL INSURANCE	ELECTRIC	NON-DEPARTMENTAL	144.49
	8/16/24	DENTAL INSURANCE	ELECTRIC	NON-DEPARTMENTAL	144.49
	8/16/24	VISION INSURANCE	ELECTRIC	NON-DEPARTMENTAL	7.08
	8/16/24	VISION INSURANCE	ELECTRIC	NON-DEPARTMENTAL	7.08
	8/16/24	DENTAL INSURANCE	LIQUOR	NON-DEPARTMENTAL	102.94
	8/16/24	DENTAL INSURANCE	LIQUOR	NON-DEPARTMENTAL	102.94
	8/16/24	VISION INSURANCE	LIQUOR	NON-DEPARTMENTAL	7.36
	8/16/24	VISION INSURANCE	LIQUOR	NON-DEPARTMENTAL	7.36
	8/16/24	DENTAL INSURANCE	DATA PROCESSING	NON-DEPARTMENTAL	71.68
	8/16/24	DENTAL INSURANCE	DATA PROCESSING	NON-DEPARTMENTAL	<u>73.81</u>
		TOTAL:			2,044.32
ARNOLD MOTOR SUPPLY LLP	8/16/24	8 PC DRIVER SET	ELECTRIC	O-DISTR MISC	<u>7.19</u>
		TOTAL:			7.19
ARTISAN BEER COMPANY	8/16/24	BEER	LIQUOR	NON-DEPARTMENTAL	259.25
	8/16/24	THC	LIQUOR	NON-DEPARTMENTAL	<u>206.20</u>
		TOTAL:			465.45
BEVERAGE WHOLESALERS INC	8/16/24	BEER	LIQUOR	NON-DEPARTMENTAL	<u>17,352.50</u>
		TOTAL:			17,352.50

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
BLUEPEAK	8/16/24	PHONE SERVICE	ELECTRIC	O-DISTR STATION EXPENS	<u>54.38</u>
				TOTAL:	54.38
BRAU BROTHERS BREWING COMPANY LLC	8/16/24	BEER	LIQUOR	NON-DEPARTMENTAL	<u>145.00</u>
				TOTAL:	145.00
BREAKTHRU BEVERAGE MINNESOTA BEER LLC	8/16/24	LIQUOR	LIQUOR	NON-DEPARTMENTAL	3,200.60
	8/16/24	MIX	LIQUOR	NON-DEPARTMENTAL	286.16
	8/16/24	WINE	LIQUOR	NON-DEPARTMENTAL	72.00
	8/16/24	FREIGHT	LIQUOR	O-SOURCE MISC	64.75
	8/16/24	FREIGHT	LIQUOR	O-SOURCE MISC	<u>12.95</u>
				TOTAL:	3,636.46
BROUILLET DANIEL	8/16/24	MOWING	GENERAL FUND	CODE ENFORCEMENT	<u>75.00</u>
				TOTAL:	75.00
CLIENT COMMUNITY SERVICES INC	8/16/24	REFUND DUE TO WEATHER	RECREATION	NON-DEPARTMENTAL	<u>60.00</u>
				TOTAL:	60.00
CNH INDUSTRIAL ACCOUNTS	8/16/24	FRONT WINDSHIELD	GENERAL FUND	PAVED STREETS	409.29
	8/16/24	OIL FILTERS	RECREATION	PARK AREAS	29.60
	8/16/24	GREASE	RECREATION	PARK AREAS	180.00
	8/16/24	SPRAYER PUMP	RECREATION	PARK AREAS	450.85
	8/16/24	CASE TRACTOR DRIVE	RECREATION	PARK AREAS	1,007.94
	8/16/24	CASE TRACTOR DRIVE	RECREATION	PARK AREAS	2,028.25
	8/16/24	SKID LOADER BELT	RECREATION	PARK AREAS	471.36
	8/16/24	SKID LOADER BELT	RECREATION	PARK AREAS	749.00
	8/16/24	STUMP GRINDER	RECREATION	TREE REMOVAL	101.90
	8/16/24	MAGNUM 6" TRASH PUMP	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	100.02
	8/16/24	MAGNUM 6" TRASH PUMP	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	<u>656.25</u>
				TOTAL:	6,184.46
COOPERATIVE ENERGY COMPANY 02642198	8/16/24	FUEL	GENERAL FUND	FIRE ADMINISTRATION	35.27
	8/16/24	FUEL	GENERAL FUND	FIRE ADMINISTRATION	<u>55.01</u>
				TOTAL:	90.28
COOPERATIVE ENERGY CO- ACCT # 5910807	8/16/24	WEED EATER GAS	RECREATION	BALLFIELD MAINTENANCE	66.86
	8/16/24	WEED EATER GAS	RECREATION	BALLFIELD MAINTENANCE	56.82
	8/16/24	WEEDEATER GAS	RECREATION	PARK AREAS	29.40
	8/16/24	WEED EATER GAS	RECREATION	PARK AREAS	9.50
	8/16/24	WEED EATER GAS	RECREATION	PARK AREAS	9.50
	8/16/24	FUEL	RECREATION	PARK AREAS	19.01
	8/16/24	FUEL	RECREATION	PARK AREAS	45.10
	8/16/24	FUEL	RECREATION	PARK AREAS	9.51
	8/16/24	FUEL	RECREATION	PARK AREAS	36.00
	8/16/24	FUEL	RECREATION	TREE REMOVAL	<u>19.00</u>
				TOTAL:	300.70
CULLIGAN OF WORTHINGTON	8/16/24	MONTHLY SERVICE	ELECTRIC	ACCTS-RECORDS & COLLEC	<u>41.39</u>
				TOTAL:	41.39
DAKOTA SUPPLY GROUP INC	8/16/24	12" X2" TAPPING SADDLE	WATER	O-DIST UNDERGRND LINES	147.13
	8/16/24	2" MIP X CTS COMPRESSION	WATER	O-DIST UNDERGRND LINES	303.51
	8/16/24	2" FIP X FIP CURBSTOP	WATER	O-DIST UNDERGRND LINES	<u>712.28</u>
				TOTAL:	1,162.92

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
DCI AUTO PARTS INC	8/16/24	AIR COMPRESSOR OIL	WATER	M-PURIFY EQUIPMENT	35.94
	8/16/24	AIR COMPRESSOR BELT	WATER	M-PURIFY EQUIPMENT	31.48
	8/16/24	FITTINGS	ELECTRIC	M-SOURCE EQUIPMENT	8.01
	8/16/24	FITTINGS	ELECTRIC	M-SOURCE EQUIPMENT	<u>19.40</u>
				TOTAL:	94.83
DGR ENGINEERING	8/16/24	ARC FLASH STUDY	ELECTRIC	O-DISTR STATION EXPENS	3,790.00
	8/16/24	SCADA SYSTEM REPLACEMENT	ELECTRIC	FA DISTR STATION EQUIP	<u>190.50</u>
				TOTAL:	3,980.50
DOLL DISTRIBUTING LLC	8/16/24	BEER	LIQUOR	NON-DEPARTMENTAL	<u>8,167.20</u>
				TOTAL:	8,167.20
DUININCK INC	8/16/24	CHURCH PAYMENT #1 RETAINAG	IMPROVEMENT CONST	NON-DEPARTMENTAL	18,162.59-
	8/16/24	CHURCH PAYMENT #1	IMPROVEMENT CONST	CHURCH-OXFORD TO 2ND C	<u>363,251.85</u>
				TOTAL:	345,089.26
ECHO GROUP INC	8/16/24	MISC SUPPLIES	ELECTRIC	M-DISTR UNDERGRND LINE	255.25
	8/16/24	PHOTO CELL	ELECTRIC	M-DISTR ST LITE & SIG	<u>32.22</u>
				TOTAL:	287.47
FASTENAL COMPANY	8/16/24	SAW BLADES	ELECTRIC	M-DISTR UNDERGRND LINE	<u>23.30</u>
				TOTAL:	23.30
FORWARD WORTHINGTON	8/16/24	ALUM CAN REIMBURSEMENT	GENERAL FUND	NON-DEPARTMENTAL	<u>79.65</u>
				TOTAL:	79.65
FRONTIER COMMUNICATION SERVICES	8/16/24	PHONE SERVICE	WATER	O-PUMPING	54.66
	8/16/24	PHONE SERVICE	WATER	O-PURIFY MISC	73.21
	8/16/24	PHONE SERVICE	WATER	O-PURIFY MISC	44.15
	8/16/24	PHONE SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	73.21
	8/16/24	PHONE SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	62.71
	8/16/24	PHONE SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	73.21
	8/16/24	PHONE SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	73.21
	8/16/24	PHONE SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	44.15
	8/16/24	PHONE SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	55.77
	8/16/24	PHONE SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	73.21
	8/16/24	PHONE SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	73.21
	8/16/24	PHONE SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	70.54
	8/16/24	PHONE SERVICE	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	45.89
	8/16/24	PHONE SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	70.93
	8/16/24	PHONE SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	82.20
	8/16/24	PHONE SERVICE	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	45.89
	8/16/24	PHONE SERVICE	ELECTRIC	O-SOURCE MISC	81.45
	8/16/24	PHONE SERVICE	ELECTRIC	O-DISTR STATION EXPENS	142.18
	8/16/24	PHONE SERVICE	ELECTRIC	ACCTS-RECORDS & COLLEC	<u>28.03</u>
				TOTAL:	1,267.81
GAUL TIMOTHY E	8/16/24	SQUAD PROJECT LUNCH	GENERAL FUND	POLICE ADMINISTRATION	<u>13.30</u>
				TOTAL:	13.30
HEARTLAND TIRE INC	8/16/24	REPAIR TIRE ON FORKLIFT	WATER	O-DIST UNDERGRND LINES	162.69
	8/16/24	TIRE REPAIR #106	ELECTRIC	O-DISTR UNDERGRND LINE	<u>54.32</u>
				TOTAL:	217.01
IDEAL LANDSCAPE & DESIGN INC	8/16/24	3RD & 4TH AVE PAYMENT 3	IMPROVEMENT CONST	NON-DEPARTMENTAL	6,474.60-



VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	8/16/24	3RD & 4TH AVE PAYMENT 3	IMPROVEMENT CONST	3RD & 4TH AVE-9TH TO 1	129,492.00
	8/16/24	3RD & 4TH AVE PAYMENT 3	WATER	PROJECT #11	67,429.44
	8/16/24	3RD & 4TH AVE PAYMENT 3	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	3,371.47-
	8/16/24	3RD & 4TH AVE PAYMENT 3	MUNICIPAL WASTEWAT	PROJECT #7	98,035.93
	8/16/24	3RD & 4TH AVE PAYMENT 3	MUNICIPAL WASTEWAT	PROJECT #7	<u>4,901.80-</u>
			TOTAL:		280,209.50
INDEPENDENT SCHOOL DISTRICT #518	8/16/24	BLUE PEAK 2ND QTR 24 PAYME	CABLE TELEVISION	CABLE	<u>13,793.10</u>
			TOTAL:		13,793.10
INTL UNION LOCAL #49	8/16/24	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	90.81
	8/16/24	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	94.93
	8/16/24	UNION DUES	RECREATION	NON-DEPARTMENTAL	81.06
	8/16/24	UNION DUES	RECREATION	NON-DEPARTMENTAL	83.66
	8/16/24	UNION DUES	IMPROVEMENT CONST	NON-DEPARTMENTAL	28.97
	8/16/24	UNION DUES	IMPROVEMENT CONST	NON-DEPARTMENTAL	27.94
	8/16/24	UNION DUES	WATER	NON-DEPARTMENTAL	90.98
	8/16/24	UNION DUES	WATER	NON-DEPARTMENTAL	90.97
	8/16/24	UNION DUES	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	121.02
	8/16/24	UNION DUES	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	121.01
	8/16/24	UNION DUES	STORM WATER MANAGE	NON-DEPARTMENTAL	24.66
	8/16/24	UNION DUES	STORM WATER MANAGE	NON-DEPARTMENTAL	<u>18.99</u>
			TOTAL:		875.00
JOHN HENRY FOSTER MN INC	8/16/24	AIR COMPRESSOR PARTS	WATER	M-PURIFY EQUIPMENT	<u>101.63</u>
			TOTAL:		101.63
JOHNSON BROTHERS LIQUOR CO	8/16/24	LIQUOR	LIQUOR	NON-DEPARTMENTAL	8,058.29
	8/16/24	WINE	LIQUOR	NON-DEPARTMENTAL	942.77
	8/16/24	MIX	LIQUOR	NON-DEPARTMENTAL	116.95
	8/16/24	FREIGHT	LIQUOR	O-SOURCE MISC	151.18
	8/16/24	FREIGHT	LIQUOR	O-SOURCE MISC	<u>35.64</u>
			TOTAL:		9,304.83
KELLY PROPERTIES OF WORTHINGTON INC	8/16/24	PROTECT LAND PURCHASE	STORM WATER MANAGE	PROJECT #25	<u>256,200.00</u>
			TOTAL:		256,200.00
KUSTOM THREADZ EMBROIDERY	8/16/24	WORK HATS AND POLOS	WATER	O-DISTR MISC	<u>510.00</u>
			TOTAL:		510.00
LARSON CRANE SERVICE INC	8/16/24	8TH AVE FINAL VOUCHER RETA	IMPROVEMENT CONST	NON-DEPARTMENTAL	24,000.00-
	8/16/24	8TH AVE FINAL VOUCHER	IMPROVEMENT CONST	8TH AV-9TH TO DEAD END	<u>83,650.13</u>
			TOTAL:		59,650.13
LAW ENF LABOR SERV INC #4	8/16/24	UNION DUES LICENSED	GENERAL FUND	NON-DEPARTMENTAL	599.25
	8/16/24	UNION DUES LICENSED	GENERAL FUND	NON-DEPARTMENTAL	599.25
	8/16/24	UNION DUES NON-LICENSED	GENERAL FUND	NON-DEPARTMENTAL	186.48
	8/16/24	UNION DUES NON-LICENSED	GENERAL FUND	NON-DEPARTMENTAL	<u>186.48</u>
			TOTAL:		1,571.46
LOCATORS & SUPPLIES INC	8/16/24	HARD HATS	ELECTRIC	O-DISTR MISC	<u>147.05</u>
			TOTAL:		147.05
METERING & TECHNOLOGY SOLUTIONS	8/16/24	1" METER REGISTER HEADS	WATER	FA DISTR METERS	<u>2,202.46</u>
			TOTAL:		2,202.46

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MICK'S REPAIR	8/16/24	SQUAD #17-23 O2 SENSOR	GENERAL FUND	POLICE ADMINISTRATION	83.86
	8/16/24	SQUAD #17-23 O2 SENSOR	GENERAL FUND	POLICE ADMINISTRATION	259.96
	8/16/24	SQUAD #20-32 OIL CHANGE	GENERAL FUND	POLICE ADMINISTRATION	35.45
	8/16/24	SQUAD #20-32 OIL CHANGE	GENERAL FUND	POLICE ADMINISTRATION	112.25
	8/16/24	EVAP VALVE	GENERAL FUND	POLICE ADMINISTRATION	168.55
	8/16/24	EVAP VALVE	GENERAL FUND	POLICE ADMINISTRATION	<u>262.51</u>
	TOTAL:				922.58
MINNESOTA BENEFIT ASSOCIATION	8/16/24	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	13.89
	8/16/24	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	14.42
	8/16/24	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	54.22
	8/16/24	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	54.42
	8/16/24	INSURANCE	GENERAL FUND	POLICE ADMINISTRATION	0.01
	8/16/24	INSURANCE	GENERAL FUND	PAVED STREETS	91.84
	8/16/24	INSURANCE	GENERAL FUND	PUBLIC WORK SHOP	55.59
	8/16/24	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	37.53
	8/16/24	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	37.00
	8/16/24	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	16.89
	8/16/24	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	16.65
	8/16/24	INSURANCE	RECREATION	SOCCER COMPLEX	0.01
	8/16/24	INSURANCE	RECREATION	PARK AREAS	25.38
	8/16/24	INSURANCE	RECREATION	TREE REMOVAL	0.01
	8/16/24	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	96.92
	8/16/24	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	96.92
	8/16/24	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	9.21
	8/16/24	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	9.21
	8/16/24	INSURANCE	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	0.01
	8/16/24	MN BENEFITS	ELECTRIC	NON-DEPARTMENTAL	13.92
	8/16/24	MN BENEFITS	ELECTRIC	NON-DEPARTMENTAL	13.92
	8/16/24	INSURANCE	AIRPORT	O-GEN MISC	20.53
	8/16/24	MN BENEFITS	DATA PROCESSING	NON-DEPARTMENTAL	7.32
	8/16/24	MN BENEFITS	DATA PROCESSING	NON-DEPARTMENTAL	<u>7.36</u>
	TOTAL:				693.18
MINNESOTA CHILD SUPPORT PAYMENT CTR	8/16/24	SUPPORT ORDER	GENERAL FUND	NON-DEPARTMENTAL	<u>139.82</u>
	TOTAL:				139.82
MINNESOTA ENERGY RESOURCES CORP	8/16/24	MONTHLY SERVICE	GENERAL FUND	GENERAL GOVT BUILDINGS	80.40
	8/16/24	MONTHLY SERVICE	GENERAL FUND	CENTER FOR ACTIVE LIVI	11.91
	8/16/24	MONTHLY SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	867.00
	8/16/24	MONTHLY SERVICE	RECREATION	FIELD HOUSE	50.65
	8/16/24	MONTHLY SERVICE	WATER	O-DISTR MISC	2.88
	8/16/24	MONTHLY SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	2.88
	8/16/24	MONTHLY SERVICE	ELECTRIC	O-DISTR MISC	<u>5.74</u>
	TOTAL:				1,021.46
MISCELLANEOUS V VAN HORSEN, MATT DOWN SYNDROME LAACKMAN, JOYCE FARLEY, MARIA MIXNER, ANGIE ORELLANA, JOSE SORIA, LEONOR WILLIAMS, CLAIR	8/16/24	MISCELLANEOUS VENDOR	RECREATION	NON-DEPARTMENTAL	75.00
	8/16/24	MISCELLANEOUS VENDOR	RECREATION	NON-DEPARTMENTAL	75.00
	8/16/24	MISCELLANEOUS VENDOR	RECREATION	NON-DEPARTMENTAL	75.00
	8/16/24	MISCELLANEOUS VENDOR	ELECTRIC	CUSTOMER INSTALL EXPEN	250.00
	8/16/24	MISCELLANEOUS VENDOR	ELECTRIC	CUSTOMER INSTALL EXPEN	250.00
	8/16/24	MISCELLANEOUS VENDOR	ELECTRIC	CUSTOMER INSTALL EXPEN	250.00
	8/16/24	MISCELLANEOUS VENDOR	ELECTRIC	CUSTOMER INSTALL EXPEN	250.00
	8/16/24	MISCELLANEOUS VENDOR	ELECTRIC	CUSTOMER INSTALL EXPEN	<u>25.00</u>
	TOTAL:				1,250.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MORRIS ELECTRONICS INC	8/16/24	TECHNICAL SUPPORT	WATER	ACCTS-RECORDS & COLLEC	353.60
	8/16/24	SYMANTEC ENDPOINT SECURITY	WATER	ACCTS-RECORDS & COLLEC	92.55
	8/16/24	TECHNICAL SUPPORT	WATER	ACCTS-RECORDS & COLLEC	31.25
	8/16/24	VEEMAM 1 YEAR BASIC MAINTENANCE	WATER	ACCTS-RECORDS & COLLEC	249.48
	8/16/24	TECHNICAL SUPPORT	WATER	ACCTS-RECORDS & COLLEC	353.60
	8/16/24	TECHNICAL SUPPORT	WATER	ACCTS-RECORDS & COLLEC	31.25
	8/16/24	TECHNICAL SUPPORT	WATER	ACCTS-RECORDS & COLLEC	62.50
	8/16/24	ID PLUS E1 PERU MOBILE LOC	WATER	ACCTS-RECORDS & COLLEC	405.00
	8/16/24	TECHNICAL SUPPORT	MUNICIPAL WASTEWATER	ACCTS-RECORDS & COLLECT	353.60
	8/16/24	SYMANTEC ENDPOINT SECURITY	MUNICIPAL WASTEWATER	ACCTS-RECORDS & COLLECT	92.55
	8/16/24	TECHNICAL SUPPORT	MUNICIPAL WASTEWATER	ACCTS-RECORDS & COLLECT	31.25
	8/16/24	VEEMAM 1 YEAR BASIC MAINTENANCE	MUNICIPAL WASTEWATER	ACCTS-RECORDS & COLLECT	249.48
	8/16/24	TECHNICAL SUPPORT	MUNICIPAL WASTEWATER	ACCTS-RECORDS & COLLECT	353.60
	8/16/24	TECHNICAL SUPPORT	MUNICIPAL WASTEWATER	ACCTS-RECORDS & COLLECT	31.25
	8/16/24	TECHNICAL SUPPORT	MUNICIPAL WASTEWATER	ACCTS-RECORDS & COLLECT	62.50
	8/16/24	ID PLUS E1 PERU MOBILE LOC	MUNICIPAL WASTEWATER	ACCTS-RECORDS & COLLECT	405.00
	8/16/24	TECHNICAL SUPPORT	ELECTRIC	ACCTS-RECORDS & COLLEC	707.20
	8/16/24	SYMANTEC ENDPOINT SECURITY	ELECTRIC	ACCTS-RECORDS & COLLEC	185.10
	8/16/24	TECHNICAL SUPPORT	ELECTRIC	ACCTS-RECORDS & COLLEC	62.50
	8/16/24	VEEMAM 1 YEAR BASIC MAINTENANCE	ELECTRIC	ACCTS-RECORDS & COLLEC	498.96
	8/16/24	TECHNICAL SUPPORT	ELECTRIC	ACCTS-RECORDS & COLLEC	707.20
	8/16/24	TECHNICAL SUPPORT	ELECTRIC	ACCTS-RECORDS & COLLEC	62.50
	8/16/24	TECHNICAL SUPPORT	ELECTRIC	ACCTS-RECORDS & COLLEC	125.00
	8/16/24	ID PLUS E1 PERU MOBILE LOC	ELECTRIC	ACCTS-RECORDS & COLLEC	810.00
	TOTAL:				6,316.92
NCPERS GROUP LIFE INS	8/16/24	LIFE INS	GENERAL FUND	NON-DEPARTMENTAL	142.58
	8/16/24	LIFE INS	GENERAL FUND	NON-DEPARTMENTAL	139.14
	8/16/24	LIFE INS	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	8.00
	8/16/24	LIFE INS	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	8.00
	8/16/24	LIFE INS	RECREATION	NON-DEPARTMENTAL	34.05
	8/16/24	LIFE INS	RECREATION	NON-DEPARTMENTAL	33.00
	8/16/24	LIFE INS	IMPROVEMENT CONST	NON-DEPARTMENTAL	6.93
	8/16/24	LIFE INS	IMPROVEMENT CONST	NON-DEPARTMENTAL	7.52
	8/16/24	LIFE INS	WATER	NON-DEPARTMENTAL	39.34
	8/16/24	LIFE INS	WATER	NON-DEPARTMENTAL	38.91
	8/16/24	LIFE INS	MUNICIPAL WASTEWATER	NON-DEPARTMENTAL	45.01
	8/16/24	LIFE INS	MUNICIPAL WASTEWATER	NON-DEPARTMENTAL	45.18
	8/16/24	LIFE INS	ELECTRIC	NON-DEPARTMENTAL	43.72
	8/16/24	LIFE INS	ELECTRIC	NON-DEPARTMENTAL	43.57
	8/16/24	BYRNE-AUG FOR SEPT	ELECTRIC	NON-DEPARTMENTAL	16.00
	8/16/24	LIFE INS	STORM WATER MANAGE	NON-DEPARTMENTAL	0.77
	8/16/24	LIFE INS	STORM WATER MANAGE	NON-DEPARTMENTAL	4.68
	8/16/24	LIFE INS	LIQUOR	NON-DEPARTMENTAL	8.00
	8/16/24	LIFE INS	LIQUOR	NON-DEPARTMENTAL	8.00
	8/16/24	LIFE INS	DATA PROCESSING	NON-DEPARTMENTAL	15.60
	8/16/24	LIFE INS	DATA PROCESSING	NON-DEPARTMENTAL	16.00
	TOTAL:				704.00
NICOLE R KEMPEMA	8/16/24	CLEANING JULY	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	129.45
	TOTAL:				129.45
NOBLES COUNTY AUDITOR/TREASURER	8/16/24	DEED TAX PROTECT LAND ACQU	STORM WATER MANAGE	PROJECT #25	845.46
	8/16/24	FOR SPLIT PROTECT LAND	STORM WATER MANAGE	PROJECT #25	30.00
	TOTAL:				875.46

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
NOBLES COUNTY RECORDER	8/16/24	FOR SPLIT PROTECT LAND	STORM WATER MANAGE	PROJECT #25	<u>92.00</u>
			TOTAL:		92.00
OFFICE OF MNIT SERVICES	8/16/24	JULY VOICE SERVICES	WATER	O-PUMPING	16.17
	8/16/24	JULY VOICE SERVICES	WATER	O-DISTR MISC	46.11
	8/16/24	JULY VOICE SERVICES	WATER	ADMIN OFFICE SUPPLIES	14.90
	8/16/24	JULY VOICE SERVICES	WATER	ACCTS-RECORDS & COLLEC	28.93
	8/16/24	JULY VOICE SERVICES	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	14.90
	8/16/24	JULY VOICE SERVICES	MUNICIPAL WASTEWAT	O-PURIFY MISC	32.24
	8/16/24	JULY VOICE SERVICES	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	14.90
	8/16/24	JULY VOICE SERVICES	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	32.24
	8/16/24	JULY VOICE SERVICES	ELECTRIC	O-SOURCE MISC	14.90
	8/16/24	JULY VOICE SERVICES	ELECTRIC	O-DISTR SUPER & ENG	14.90
	8/16/24	JULY VOICE SERVICES	ELECTRIC	O-DISTR STATION EXPENS	44.89
	8/16/24	JULY VOICE SERVICES	ELECTRIC	O-DISTR MISC	14.90
	8/16/24	JULY VOICE SERVICES	ELECTRIC	ADMIN OFFICE SUPPLIES	15.51
	8/16/24	JULY VOICE SERVICES	ELECTRIC	ACCTS-RECORDS & COLLEC	86.84
	8/16/24	JULY VOICE SERVICES	ELECTRIC	ACCTS-ASSISTANCE	15.76
	8/16/24	VOICE DIRECTORY	DATA PROCESSING	DATA PROCESSING	<u>53.72</u>
			TOTAL:		461.81
ONE OFFICE SOLUTION-WOUTIL	8/16/24	MISC SUPPLIES	WATER	ACCTS-RECORDS & COLLEC	3.28
	8/16/24	MISC SUPPLIES	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	3.28
	8/16/24	MISC SUPPLIES	ELECTRIC	ACCTS-RECORDS & COLLEC	<u>6.55</u>
			TOTAL:		13.11
PHILLIPS WINE & SPIRITS INC	8/16/24	LIQUOR	LIQUOR	NON-DEPARTMENTAL	4,068.50
	8/16/24	WINE	LIQUOR	NON-DEPARTMENTAL	780.30
	8/16/24	FREIGHT	LIQUOR	O-SOURCE MISC	76.24
	8/16/24	FREIGHT	LIQUOR	O-SOURCE MISC	<u>35.64</u>
			TOTAL:		4,960.68
REFSLAND JACOB	8/16/24	SWAT BASIC TRAINING	GENERAL FUND	POLICE ADMINISTRATION	<u>192.63</u>
			TOTAL:		192.63
RESCO	8/16/24	3 PHASE TRANSFORMERS*	ELECTRIC	FA DISTR LINE TRANSFOR	42,645.00
	8/16/24	DISCOUNT	ELECTRIC	FA DISTR LINE TRANSFOR	21.32-
	8/16/24	1 PHASE TRANSFORMER	ELECTRIC	FA IMPROVE OTHER THAN	6,405.00
	8/16/24	1 PHASE TRANSFORMER	ELECTRIC	FA IMPROVE OTHER THAN	<u>3.20-</u>
			TOTAL:		49,025.48
ROUND LAKE VINEYARDS & WINERY LLC	8/16/24	ROUND LAKE VINEYARDS & WIN	LIQUOR	NON-DEPARTMENTAL	<u>450.00</u>
			TOTAL:		450.00
RUNNINGS SUPPLY INC-ACCT#9502440	8/16/24	GRASS SEED	WATER	O-DISTR MISC	<u>99.99</u>
			TOTAL:		99.99
S & M WINDOWS	8/16/24	MOWING	GENERAL FUND	CODE ENFORCEMENT	<u>100.00</u>
			TOTAL:		100.00
SANFORD HEALTH-OCC MED	8/16/24	TDAP VACCINATION	SAFETY PROMO/LOSS	HEALTH/SAFETY/FITNESS	<u>81.00</u>
			TOTAL:		81.00
SCHAAP SANITATION	8/16/24	MONTHLY SERVICE	GENERAL FUND	CENTER FOR ACTIVE LIVI	44.21
	8/16/24	MONTHLY SERVICE	RECREATION	SOCCER COMPLEX	873.03
	8/16/24	MONTHLY SERVICE	RECREATION	PARK AREAS	295.68

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	8/16/24	MONTHLY SERVICE	RECREATION	10TH STREET PAVILION	182.16
	8/16/24	MONTHLY SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	343.50
	8/16/24	MONTHLY SERVICE	LIQUOR	O-GEN MISC	<u>279.44</u>
				TOTAL:	2,018.02
SCHWALBACH ACE #6067	8/16/24	HEX BIT	ELECTRIC	O-DISTR MISC	<u>3.59</u>
				TOTAL:	3.59
SOUTHERN GLAZER'S WINE AND SPIRITS LL	8/16/24	LIQUOR	LIQUOR	NON-DEPARTMENTAL	267.00-
	8/16/24	LIQUOR	LIQUOR	NON-DEPARTMENTAL	3,663.79
	8/16/24	WINE	LIQUOR	NON-DEPARTMENTAL	651.12
	8/16/24	LIQUOR	LIQUOR	NON-DEPARTMENTAL	7,607.98
	8/16/24	WINE	LIQUOR	NON-DEPARTMENTAL	2,729.65
	8/16/24	LIQUOR	LIQUOR	NON-DEPARTMENTAL	64.00-
	8/16/24	LIQUOR	LIQUOR	NON-DEPARTMENTAL	250.00-
	8/16/24	FREIGHT	LIQUOR	O-SOURCE MISC	52.57
	8/16/24	FREIGHT	LIQUOR	O-SOURCE MISC	33.30
	8/16/24	FREIGHT	LIQUOR	O-SOURCE MISC	1.85
	8/16/24	FREIGHT	LIQUOR	O-SOURCE MISC	25.62
	8/16/24	FREIGHT	LIQUOR	O-SOURCE MISC	90.11
	8/16/24	FREIGHT	LIQUOR	O-SOURCE MISC	<u>93.73</u>
				TOTAL:	14,368.72
STUART C IRBY CO	8/16/24	PRIMARY CABLE*	ELECTRIC	FA DISTR UNDRGRND COND	<u>65,510.49</u>
				TOTAL:	65,510.49
TRACTOR SUPPLY CREDIT PLAN	8/16/24	PRESSURE WASHER TIPS	RECREATION	ICE ARENA	69.98
	8/16/24	RUBBER WHEEL, JACK STAND T	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	<u>11.99</u>
				TOTAL:	81.97
WAL MART BUSINESS/SYNCB	8/16/24	CLEANING SUPPLIES	WATER	O-DISTR MISC	<u>53.33</u>
				TOTAL:	53.33
WINE MERCHANTS	8/16/24	WINE	LIQUOR	NON-DEPARTMENTAL	4,026.50
	8/16/24	FREIGHT	LIQUOR	O-SOURCE MISC	<u>75.24</u>
				TOTAL:	4,101.74

<u>VENDOR SORT KEY</u>	<u>DATE</u>	<u>DESCRIPTION</u>	<u>FUND</u>	<u>DEPARTMENT</u>	<u>AMOUNT</u>
===== FUND TOTALS =====					
101		GENERAL FUND	5,444.07		
202		MEMORIAL AUDITORIUM	1,056.17		
229		RECREATION	7,560.06		
401		IMPROVEMENT CONST	527,855.74		
601		WATER	76,242.95		
602		MUNICIPAL WASTEWATER	96,216.73		
604		ELECTRIC	136,716.95		
606		STORM WATER MANAGEMENT	257,216.56		
609		LIQUOR	63,468.62		
612		AIRPORT	20.53		
702		DATA PROCESSING	245.49		
703		SAFETY PROMO/LOSS CTRL	81.00		
872		CABLE TELEVISION	13,793.10		
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		GRAND TOTAL:	1,185,917.97		
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8/21/2024 12:17 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 05201 AUGUST 21

VENDOR SET: 01

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

BANK : 1 FIRST STATE BANK SOUTHWES

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
F00122	FIRST STATE BANK SOUTHWEST		D	8/21/2024			002315	1,573,199.05
M00115	MISSOURI RIVER ENERGY SERVICES		D	8/21/2024			002316	2,225,458.36
S00202	STATE OF MINNESOTA DEPT OF REVENUE		D	8/21/2024			002317	157,956.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	0.00	3,956,613.41	3,956,613.41
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	3	0.00	3,956,613.41	3,956,613.41

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

VENDOR SET: 01 \*\*\* DRAFT/OTHER LISTING \*\*\*  
BANK : 1 FIRST STATE BANK SOUTHWES

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
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\*\* POSTING PERIOD RECAP \*\*

FUND	PERIOD	AMOUNT
101	8/2024	2,418.43CR
202	8/2024	55.06CR
229	8/2024	2,408.07CR
231	8/2024	45.01CR
601	8/2024	3,478.33CR
602	8/2024	1,560,958.45CR
604	8/2024	2,318,658.96CR
609	8/2024	60,168.39CR
873	8/2024	8,422.71CR
=====		
ALL		3,956,613.41CR



PACKET: 05202 MEDSURETY  
VENDOR SET: 01 CITY OF WORTHINGTON \*\*\* DRAFT/OTHER LISTING \*\*\*  
BANK: 1 FIRST STATE BANK SOUTHWES

VENDOR	I.D.	NAME	ITEM	PAID	DISCOUNT	AMOUNT	ITEM	ITEM
			TYPE	DATE			NO#	AMOUNT
-----								
M00512		MEDSURETY LLC	D	8/20/2024			002318	621.00
M00512		MEDSURETY LLC	D	8/20/2024			002319	5.00
M00512		MEDSURETY LLC	D	8/20/2024			002320	833.32

* * 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:	3	0.00	1,459.32	1,459.32
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:	 3	 0.00	 1,459.32	 1,459.32

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
A & B BUSINESS SOLUTIONS	8/23/24	COPIER SERVICE	GENERAL FUND	ENGINEERING ADMIN	87.27
	8/23/24	COPIER SERVICE	GENERAL FUND	ECONOMIC DEVELOPMENT	<u>87.26</u>
		TOTAL:			174.53
AMERICAN ENGINEERING TESTING INC	8/23/24	STREET IMPROVEMENTS	IMPROVEMENT CONST	3RD & 4TH AVE-9TH TO 1	<u>2,595.75</u>
		TOTAL:			2,595.75
ARNIE'S SHARPENING SERVICE	8/23/24	BLADE SHARPENING	RECREATION	ICE ARENA	<u>85.00</u>
		TOTAL:			85.00
ARNOLD MOTOR SUPPLY LLP	8/23/24	HOSE CLAMPS	ELECTRIC	O-DISTR MISC	<u>8.28</u>
		TOTAL:			8.28
BENTS TRUCKING	8/23/24	PEA ROCK	ELECTRIC	M-DISTR UNDERGRND LINE	<u>544.89</u>
		TOTAL:			544.89
BILLION AUTOMOTIVE	8/23/24	EQUINOX TIRE REPAIR	GENERAL FUND	ECONOMIC DEVELOPMENT	34.44
	8/23/24	504 PULLEY	RECREATION	PARK AREAS	<u>430.00</u>
		TOTAL:			464.44
BOLTON & MENK INC	8/23/24	AIRPORT TERNIMAL BUILDING	AIRPORT	PROJECT #2	1,800.00
	8/23/24	AIRPORT MASTER PLAN LAYOUT	AIRPORT	PROJECT #4	<u>2,075.00</u>
		TOTAL:			3,875.00
MARK ROBERT BRODIN	8/23/24	A/V WORK Q1 FEBRUARY	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	1,950.00
	8/23/24	A/V WORK Q1 MARCH	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	900.00
	8/23/24	A/V WORK Q2 APRIL	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	2,120.00
	8/23/24	A/V WORK Q2 MAY	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	3,210.00
	8/23/24	A/V WORK Q1 FEBRUARY	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	1,860.00
	8/23/24	A/V WORK Q2 JULY	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	<u>2,290.00</u>
		TOTAL:			12,330.00
BTU INC	8/23/24	SERVICE CALL FOR FURNECE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	<u>925.90</u>
		TOTAL:			925.90
BUFFALO RIDGE CONCRETE INC	8/23/24	CATCH BASIN REPAIR	STORM WATER MANAGE	STORM DRAINAGE	275.00
	8/23/24	CATCH BASIN REPAIR	STORM WATER MANAGE	STORM DRAINAGE	<u>718.75</u>
		TOTAL:			993.75
BX CIVIL & CONSTRUCTION INC	8/23/24	29TH & ROSE DUST CONTROL	GENERAL FUND	PAVED STREETS	<u>2,090.00</u>
		TOTAL:			2,090.00
C & B OPERATIONS LLC	8/23/24	WEED EATER CARBURETOR	RECREATION	PARK AREAS	127.98
	8/23/24	SPOOL INSERT	RECREATION	PARK AREAS	69.68
	8/23/24	SAW	RECREATION	TREE REMOVAL	52.53
	8/23/24	CHAINS AND GUIDES	RECREATION	TREE REMOVAL	1,724.50
	8/23/24	LAWN MOWER PULLEY	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	110.12
	8/23/24	EXCHANGE PULLEY	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	<u>13.54</u>
		TOTAL:			2,071.27
CANNON TECHNOLOGIES INC	8/23/24	RF GEN2 WATER NODE	WATER	FA DISTR METERS	<u>177,944.10</u>
		TOTAL:			177,944.10
CARLSON & STEWART REFRIGERATION	8/23/24	OPEN AIR COOLER SERVICE CA LIQUOR		O-GEN MISC	<u>383.25</u>
		TOTAL:			383.25

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CARLSON MCCAIN INC	8/23/24	FUTURE WELL #32, #33 PHASE WATER	FA WELLS & SPRINGS		160.00
	8/23/24	FUTURE WELL #32, #33 CONST WATER	FA WELLS & SPRINGS		<u>3,425.54</u>
		TOTAL:			3,585.54
CENTER SPORTS INC	8/23/24	SAFE DRIVING AWARDS	GENERAL FUND	OTHER GEN GOVT MISC	<u>68.35</u>
				TOTAL:	68.35
CINTAS CORP	8/23/24	MATS	GENERAL FUND	GENERAL GOVT BUILDINGS	57.80
	8/23/24	MATS	GENERAL FUND	GENERAL GOVT BUILDINGS	52.00
	8/23/24	MATS	GENERAL FUND	GENERAL GOVT BUILDINGS	<u>52.00</u>
				TOTAL:	161.80
CITY LAUNDERING CO	8/23/24	MATS AND MOPS	LIQUOR	O-GEN MISC	<u>55.77</u>
				TOTAL:	55.77
CLARKE ENVIRONMENTAL MOSQUITO MANAGEME	8/23/24	MOSQUITO SPRAY	GENERAL FUND	PAVED STREETS	<u>3,800.00</u>
				TOTAL:	3,800.00
COLUMN SOFTWARE PBC	8/23/24	ORDINANCE NO. 1205	GENERAL FUND	CLERK'S OFFICE	193.55
	8/23/24	GENERAL NOTICE CECILEE TAX	GENERAL FUND	ECONOMIC DEVELOPMENT	60.62
	8/23/24	2023 TIF PUBLICATION DIST	TI DIST #7, REDEV	MISC HOUSING DEVELOPME	40.84
	8/23/24	2023 TIF PUBLICATION DIST	C & J HOUSING PROJ	C & J HOUSING PROJECT	40.84
	8/23/24	2023 TIF PUBLICATION DIST	OKABENA ESTATES	OKABENA ESTATES	40.84
	8/23/24	2023 TIF PUBLICATION DIST	CCSI REDEVELOPMENT	CCSI REDEVELOPMENT	40.84
	8/23/24	2023 TIF PUBLICATION DIST	NEWCASTLE TOWNHOME	SW MN HOUSING	40.84
	8/23/24	2023 TIF PUBLICATION DIST	HOTEL TIF #15	HOTEL	40.84
	8/23/24	2023 TIF PUBLICATION DIST	NORTHLAND MALL TIF	BUSINESS DEVELOPMENT	40.83
	8/23/24	2023 TIF PUBLICATION DIST	GRAND TERRACE APT	SW MN HOUSING	40.83
	8/23/24	2023 TIF PUBLICATION DIST	HOTEL THOMPSON TIF	MISC HOUSING DEVELOPME	40.83
	8/23/24	2023 TIF PUBLICATION DIST	CEMSTONE REDEVEL T	BUSINESS DEVELOPMENT	<u>40.83</u>
				TOTAL:	662.53
COMMERCIAL RECREATION SPECIALISTS, INC	8/23/24	COMMERCIAL RECREATION SPEC	RECREATION	SWIMMING BEACHES	<u>1,283.10</u>
				TOTAL:	1,283.10
COOPERATIVE ENERGY CO- ACCT# 05412019	8/23/24	FUEL	MUNICIPAL WASTEWAT	O-PURIFY MISC	<u>157.50</u>
				TOTAL:	157.50
DACOTAH PAPER CO	8/23/24	BAGS AND PAPER	LIQUOR	O-GEN MISC	<u>487.24</u>
				TOTAL:	487.24
DCL AUTO PARTS INC	8/23/24	STAGE LICENSE KIT	GENERAL FUND	MISC SPECIAL DAYS/EVEN	10.49
	8/23/24	POWER STEERING FLUID	RECREATION	PARK AREAS	12.98
	8/23/24	STARTER 503	RECREATION	PARK AREAS	195.49
	8/23/24	DCL AUTO PARTS INC	RECREATION	PARK AREAS	34.53
	8/23/24	FUEL FILTER TRENCHER	ELECTRIC	M-SOURCE EQUIPMENT	<u>5.63</u>
				TOTAL:	190.06
DEPARTMENT OF TRANSPORTATION	8/23/24	HANGER LOAN REPAYMENT	AIRPORT	NON-DEPARTMENTAL	<u>920.00</u>
				TOTAL:	920.00
DIAMOND VOGEL, INC	8/23/24	PAINT	RECREATION	BALLFIELD MAINTENANCE	<u>29.10</u>
				TOTAL:	29.10
DISTRICT 518 COMMUNITY EDUCATION	8/23/24	FALL CATALOG AD	GENERAL FUND	CENTER FOR ACTIVE LIVI	<u>300.00</u>
				TOTAL:	300.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
DUBOIS CHEMICALS INC	8/23/24	SODA ASH	INDUSTRIAL WASTEWA	O-PURIFY MISC	<u>12,286.35</u>
				TOTAL:	12,286.35
EARL F ANDERSEN INC- DIVISION OF SAFET	8/23/24	SIGNS	GENERAL FUND	SIGNS AND SIGNALS	212.05
	8/23/24	BARRICADES	GENERAL FUND	MISC SPECIAL DAYS/EVEN	<u>10,542.25</u>
				TOTAL:	10,754.30
ECHO GROUP INC	8/23/24	BULBS	GENERAL FUND	CENTER FOR ACTIVE LIVI	72.50
	8/23/24	BULBS	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	<u>165.60</u>
				TOTAL:	238.10
EHLERS COMPANIES	8/23/24	2023 TIF DISTRICT REPORT 7	TI DIST #7, REDEV	MISC HOUSING DEVELOPME	500.50
	8/23/24	2023 TIF DISTRICT REPORT 1	C & J HOUSING PROJ	C & J HOUSING PROJECT	500.50
	8/23/24	2023 TIF DISTRICT REPORT 1	OKABENA ESTATES	OKABENA ESTATES	500.50
	8/23/24	2023 TIF DISTRICT REPORT 1	CCSI REDEVELOPMENT	CCSI REDEVELOPMENT	500.50
	8/23/24	2023 TIF DISTRICT REPORT 1	NEWCASTLE TOWNHOME	SW MN HOUSING	500.50
	8/23/24	2023 TIF DISTRICT REPORT 1	HOTEL TIF #15	HOTEL	500.50
	8/23/24	2023 TIF DISTRICT REPORT 1	NORTHLAND MALL TIF	BUSINESS DEVELOPMENT	500.50
	8/23/24	2023 TIF DISTRICT REPORT 1	GRAND TERRACE APT	SW MN HOUSING	500.50
	8/23/24	2023 TIF DISTRICT REPORT 1	HOTEL THOMPSON TIF	MISC HOUSING DEVELOPME	500.50
	8/23/24	2023 TIF DISTRICT REPORT 1	CEMSTONE REDEVEL T	BUSINESS DEVELOPMENT	<u>500.50</u>
				TOTAL:	5,005.00
EMERGENCY AUTOMOTIVE TECHNOLOGY INC	8/23/24	SQUAD PRINTER ERS	GENERAL FUND	POLICE ADMINISTRATION	<u>444.20</u>
				TOTAL:	444.20
FASTENAL COMPANY	8/23/24	BULK BIN	RECREATION	BALLFIELD MAINTENANCE	39.44
	8/23/24	EYE WASH SOLUTION	MUNICIPAL WASTEWAT	O-PURIFY MISC	20.00
	8/23/24	BAND SAW BLADES	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	<u>70.88</u>
				TOTAL:	130.32
FIFE WATER SERVICES INC	8/23/24	CHEMICAL	INDUSTRIAL WASTEWA	O-PURIFY MISC	<u>20,039.04</u>
				TOTAL:	20,039.04
FLAHERTY & HOOD PA	8/23/24	LABOR CONSULTATION	GENERAL FUND	CITY ATTORNEY	<u>45.00</u>
				TOTAL:	45.00
FORUM COMMUNICATIONS COMPANY	8/23/24	ACCOUNTING CLERK AD	GENERAL FUND	PERSONNEL & RECRUITMEN	1,023.25
	8/23/24	JULY ADS	LIQUOR	O-GEN MISC	<u>1,005.00</u>
				TOTAL:	2,028.25
GALLS LLC	8/23/24	ERU GAS MASK FILTER	GENERAL FUND	POLICE ADMINISTRATION	<u>34.17</u>
				TOTAL:	34.17
HAWKINS INC	8/23/24	SODIUM BISULFITE 250 GAL	MUNICIPAL WASTEWAT	O-PURIFY MISC	1,178.50
	8/23/24	2000# CHLORINE CYLINDER #1	MUNICIPAL WASTEWAT	O-PURIFY MISC	<u>2,039.00</u>
				TOTAL:	3,217.50
HEARTLAND TIRE INC	8/23/24	MOWER TIRE	RECREATION	PARK AREAS	32.00
	8/23/24	MOWER TIRE	RECREATION	PARK AREAS	131.36
	8/23/24	MOWER TIRE	RECREATION	PARK AREAS	25.20
	8/23/24	MOWER TIRE	RECREATION	PARK AREAS	4.32
	8/23/24	MOWER TIRE	RECREATION	PARK AREAS	<u>32.00</u>
				TOTAL:	224.88
HENNING CONSTRUCTION	8/23/24	LOWBOY LOADER TO WINDOM FL	GENERAL FUND	STORM DAMAGE	1,000.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	<u>1,000.00</u>
HY-VEE INC	8/23/24	ERU VAN	GENERAL FUND	POLICE ADMINISTRATION	39.80
	8/23/24	FUEL	GENERAL FUND	POLICE ADMINISTRATION	<u>70.01</u>
				TOTAL:	109.81
HY-VEE INC-61705	8/23/24	NIGHT TO UNITE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	73.07
	8/23/24	BLEACH AND CLEANER	LIQUOR	O-GEN MISC	13.67
	8/23/24	HY-VEE INC-61705	LIQUOR	O-GEN MISC	<u>22.88</u>
				TOTAL:	109.62
J & K WINDOWS	8/23/24	JULY WINDOW CLEANING	LIQUOR	O-GEN MISC	<u>165.00</u>
				TOTAL:	165.00
JANITOR'S CLOSET	8/23/24	CLEANING AGENTS	RECREATION	FIELD HOUSE	<u>298.78</u>
				TOTAL:	298.78
JSA SERVICES INC	8/23/24	TOWELS	RECREATION	OLSON PARK CAMPGROUND	<u>251.05</u>
				TOTAL:	251.05
BJ KLINKENBORG	8/23/24	WATERTOWN TRIP	RECREATION	TREE REMOVAL	<u>19.38</u>
				TOTAL:	19.38
LAMPERTS YARDS INC-2602004	8/23/24	CEILING TILRES	GENERAL FUND	GENERAL GOVT BUILDINGS	111.84
	8/23/24	REBAR TIE	GENERAL FUND	PAVED STREETS	85.98
	8/23/24	CONCRETE EDGE FORM	GENERAL FUND	PAVED STREETS	26.90
	8/23/24	WOOD	GENERAL FUND	MISC SPECIAL DAYS/EVEN	32.48
	8/23/24	OLSON PARK WOOD	RECREATION	OLSON PARK CAMPGROUND	60.28
	8/23/24	CONCRETE	STORM WATER MANAGE	STORM DRAINAGE	<u>6.99</u>
				TOTAL:	324.47
LOWE'S SHEET METAL INC	8/23/24	SERVICE CALL SHOP AC UNIT	ELECTRIC	M-SOURCE STRUCTURES	<u>356.36</u>
				TOTAL:	356.36
MARK'S AUTO REPAIR OF WORTHINGTON INC	8/23/24	BRAKE BOOSTER 506	RECREATION	PARK AREAS	472.32
	8/23/24	BRAKE BOOSTER 506	RECREATION	PARK AREAS	<u>160.00</u>
				TOTAL:	632.32
MIDWESTERN MECHANICAL INC	8/23/24	SERVICE CALL	GENERAL FUND	CENTER FOR ACTIVE LIVI	<u>2,927.87</u>
				TOTAL:	2,927.87
MINI MARKET LUPITA LLC	8/23/24	MATCHING GRANT DISBURSEMEN	WGTN EDA	BUSINESS DEVELOPMENT	<u>5,000.00</u>
				TOTAL:	5,000.00
MINNESOTA DEPARTMENT OF HEALTH	8/23/24	COMMUNITY WATER SUPPLY SER	WATER	O-DISTR METERS	<u>10,220.00</u>
				TOTAL:	10,220.00
MINNESOTA ENERGY RESOURCES CORP	8/23/24	MONTHLY SERVICE	WATER	O-DISTR MISC	18.50
	8/23/24	MONTHLY SERVICE	WATER	O-DISTR MISC	31.82
	8/23/24	MONTHLY SERVICE	WATER	O-DISTR MISC	13.93
	8/23/24	MONTHLY SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	13.93
	8/23/24	MONTHLY SERVICE	ELECTRIC	O-DISTR MISC	31.82
	8/23/24	MONTHLY SERVICE	ELECTRIC	O-DISTR MISC	<u>27.85</u>
				TOTAL:	137.85
MINNESOTA VALLEY TESTING LABS INC	8/23/24	TOTAL KJELDAHL NITROGEN	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	99.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	8/23/24	CHLORIDE X2 TOTAL HARDNESS	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	184.50
				TOTAL:	283.50
MISCELLANEOUS V	8/23/24	DONKERSLOOT, YOLANDA	RECREATION	NON-DEPARTMENTAL	75.00
	8/23/24	BUTTLER, MICHAEL R	ELECTRIC	NON-DEPARTMENTAL	94.51
	8/23/24	DIAZ MELENDEZ, CHRISTO	ELECTRIC	NON-DEPARTMENTAL	165.13
	8/23/24	GARCIA, EVA T	ELECTRIC	NON-DEPARTMENTAL	60.28
	8/23/24	KHING, AYETHU Z	ELECTRIC	NON-DEPARTMENTAL	49.88
	8/23/24	LOPEZ ESCOTO, JALYSHA	ELECTRIC	NON-DEPARTMENTAL	90.35
	8/23/24	MARIN MORALES, NELSON	ELECTRIC	NON-DEPARTMENTAL	66.88
	8/23/24	MARTINEZ SOLIS, LIDIA	ELECTRIC	NON-DEPARTMENTAL	9.54
	8/23/24	MOJEKWU, RICKY I	ELECTRIC	NON-DEPARTMENTAL	61.81
	8/23/24	SUN, MINSI	ELECTRIC	NON-DEPARTMENTAL	32.95
	8/23/24	XAMIN XILOJ, JOSUE W	ELECTRIC	NON-DEPARTMENTAL	67.02
	8/23/24	ZEWIDIE, AHADU W	ELECTRIC	NON-DEPARTMENTAL	92.46
	8/23/24	BENTS, DON	ELECTRIC	CUSTOMER INSTALL EXPEN	250.00
	8/23/24	BROUWER, DOUGLAS	ELECTRIC	CUSTOMER INSTALL EXPEN	30.00
	8/23/24	ORELLANA, JOSE	ELECTRIC	CUSTOMER INSTALL EXPEN	25.00
	8/23/24	SORIA, LEONOR	ELECTRIC	CUSTOMER INSTALL EXPEN	25.00
	8/23/24	KRUSE, JAMI	ELECTRIC	CUSTOMER INSTALL EXPEN	25.00
				TOTAL:	1,220.81
NEW TEC, INC.	8/23/24	KUBOTA MOWER PARTS	WATER	M-PURIFY EQUIPMENT	363.87
	8/23/24	GAUGE WHEEL MOWER	AIRPORT	O-GEN MISC	81.52
				TOTAL:	445.39
NOBLES COOPERATIVE ELECTRIC	8/23/24	MONTHLY SERVICE	GENERAL FUND	SECURITY CENTER	29.37
	8/23/24	MONTHLY SERVICE	GENERAL FUND	SECURITY CENTER	29.37
	8/23/24	MONTHLY SERVICE	GENERAL FUND	SIGNS AND SIGNALS	47.62
	8/23/24	MONTHLY SERVICE	GENERAL FUND	SIGNS AND SIGNALS	43.92
	8/23/24	MONTHLY SERVICE	RECREATION	GOLF COURSE-GREEN	115.92
	8/23/24	MONTHLY SERVICE	INDUSTRIAL WASTEWA	O-PURIFY MISC	100.00
				TOTAL:	366.20
NOBLES COUNTY AUDITOR/TREASURER	8/23/24	2ND QRT LEC SPLIT COMMUNIC	GENERAL FUND	SECURITY CENTER	2,287.14
	8/23/24	2ND QRT LEC SPLIT IT EQUIP	GENERAL FUND	SECURITY CENTER	439.27
	8/23/24	2ND QRT LEC SPLIT SALARIES	GENERAL FUND	SECURITY CENTER	11,174.02
	8/23/24	2ND QRT LEC SPLIT MAINTENA	GENERAL FUND	SECURITY CENTER	31.41
	8/23/24	2ND QRT LEC SPLIT PROF SER	GENERAL FUND	SECURITY CENTER	2,208.68
	8/23/24	2ND QRT LEC SPLIT PURCH SE	GENERAL FUND	SECURITY CENTER	1,065.61
	8/23/24	2ND QRT LEC SPLIT COMMUNIC	GENERAL FUND	SECURITY CENTER	44.09
	8/23/24	2ND QRT LEC SPLIT MN ENERG	GENERAL FUND	SECURITY CENTER	1,710.18
	8/23/24	2ND QRT LEC SPLIT WPU	GENERAL FUND	SECURITY CENTER	5,578.64
	8/23/24	2ND QRT LEC SPLIT CLEANING	GENERAL FUND	SECURITY CENTER	444.09
	8/23/24	2ND QRT LEC SPLIT CONSUMAB	GENERAL FUND	SECURITY CENTER	426.50
	8/23/24	2ND QRT LEC SPLIT SUPPLIES	GENERAL FUND	SECURITY CENTER	1,421.25
	8/23/24	AUGUST 2024 UTILITIES LEAS	WATER	O-DISTR RENTS	165.57
	8/23/24	AUGUST 2024 UTILITIES LEAS	WATER	ADMIN RENT	331.15
	8/23/24	AUGUST 2024 UTILITIES LEAS	MUNICIPAL WASTEWAT	O-PURIFY MISC	132.46
	8/23/24	AUGUST 2024 UTILITIES LEAS	MUNICIPAL WASTEWAT	ADMIN RENT	264.92
	8/23/24	AUGUST 2024 UTILITIES LEAS	ELECTRIC	O-DISTR RENTS	794.75
	8/23/24	AUGUST 2024 UTILITIES LEAS	ELECTRIC	ADMIN RENT	1,622.63
				TOTAL:	30,142.36
NOBLES COUNTY LANDFILL	8/23/24	CARPET PICKUP	GENERAL FUND	STORM DAMAGE	910.74
				TOTAL:	910.74

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
NOBLES COUNTY PUBLIC WORKS	8/23/24	JUNE FUEL	GENERAL FUND	ENGINEERING ADMIN	221.81
	8/23/24	JUNE FUEL	GENERAL FUND	ECONOMIC DEVELOPMENT	117.91
	8/23/24	JUNE FUEL	GENERAL FUND	ECONOMIC DEVELOPMENT	29.54
	8/23/24	JUNE FUEL	GENERAL FUND	POLICE ADMINISTRATION	4,808.61
	8/23/24	JUNE FUEL	GENERAL FUND	FIRE ADMINISTRATION	130.17
	8/23/24	JUNE FUEL	GENERAL FUND	PAVED STREETS	2,448.31
	8/23/24	JUNE FUEL	GENERAL FUND	CODE ENFORCEMENT	133.49
	8/23/24	JUNE FUEL	RECREATION	BALLFIELD MAINTENANCE	465.93
	8/23/24	JUNE FUEL	RECREATION	SOCCER COMPLEX	163.28
	8/23/24	JUNE FUEL	RECREATION	PARK AREAS	2,915.81
	8/23/24	JUNE FUEL	WATER	O-PUMPING	219.49
	8/23/24	JUNE FUEL	WATER	M-TRANS MAINS	813.97
	8/23/24	JUNE FUEL	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	174.89
	8/23/24	JUNE FUEL	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	111.09
	8/23/24	JUNE FUEL	MUNICIPAL WASTEWAT	O-PURIFY MISC	92.13
	8/23/24	JUNE FUEL	MUNICIPAL WASTEWAT	O-PURIFY MISC	54.38
	8/23/24	JUNE FUEL	MUNICIPAL WASTEWAT	O-PURIFY MISC	18.32
	8/23/24	JUNE FUEL	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	92.14
	8/23/24	JUNE FUEL	ELECTRIC	O-DISTR UNDERGRND LINE	1,136.88
	8/23/24	JUNE FUEL	STORM WATER MANAGE	STORM DRAINAGE	174.90
	8/23/24	JUNE FUEL	STORM WATER MANAGE	STREET CLEANING	<u>829.03</u>
				TOTAL:	15,152.08
NORTHERN BALANCE AND SCALE INC	8/23/24	SERVICE AND CALIBRATION OF	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	<u>203.00</u>
				TOTAL:	203.00
OFFICE OF MNIT SERVICES	8/23/24	JULY VOICE SERVICES	GENERAL FUND	ADMINISTRATION	30.99
	8/23/24	JULY VOICE SERVICES	GENERAL FUND	CLERK'S OFFICE	32.84
	8/23/24	JULY VOICE SERVICES	GENERAL FUND	ACCOUNTING	32.32
	8/23/24	JULY VOICE SERVICES	GENERAL FUND	ENGINEERING ADMIN	15.33
	8/23/24	JULY VOICE SERVICES	GENERAL FUND	ENGINEERING ADMIN	139.47
	8/23/24	JULY VOICE SERVICES	GENERAL FUND	ECONOMIC DEVELOPMENT	15.33
	8/23/24	JULY VOICE SERVICES	GENERAL FUND	ECONOMIC DEVELOPMENT	31.60
	8/23/24	JULY VOICE SERVICES	RECREATION	FIELD HOUSE	46.08
	8/23/24	JULY VOICE SERVICES	DATA PROCESSING	DATA PROCESSING	<u>32.71</u>
				TOTAL:	376.67
ONE OFFICE SOLUTION-WOCITY	8/23/24	PLANNER	GENERAL FUND	CLERK'S OFFICE	52.16
	8/23/24	NAME PLATE WETHOR	GENERAL FUND	ACCOUNTING	14.99
	8/23/24	POST IT NOTES	GENERAL FUND	ENGINEERING ADMIN	4.90
	8/23/24	BUSNIESS CARDS	GENERAL FUND	ENGINEERING ADMIN	13.01
	8/23/24	TAPE AND NOTES PACK	GENERAL FUND	ENGINEERING ADMIN	26.67
	8/23/24	POST IT NOTES	GENERAL FUND	ECONOMIC DEVELOPMENT	4.90
	8/23/24	BUSNIESS CARDS	GENERAL FUND	ECONOMIC DEVELOPMENT	13.01
	8/23/24	TAPE AND NOTES PACK	GENERAL FUND	ECONOMIC DEVELOPMENT	26.68
	8/23/24	TOWELS AND TISSUE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	112.05
	8/23/24	TOWEL	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	49.62
	8/23/24	NOTES PADS AND PAPER	RECREATION	FIELD HOUSE	95.62
	8/23/24	ENVELOPES	RECREATION	FIELD HOUSE	22.98
	8/23/24	BUSINESS CARDS	RECREATION	FIELD HOUSE	28.62
	8/23/24	GARBAGE BAGS	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	68.39
	8/23/24	NAME BADGE	LIQUOR	O-GEN MISC	14.90
	8/23/24	MONTHLY PLANNER, PAPER, MA	LIQUOR	O-GEN MISC	<u>101.48</u>
				TOTAL:	649.98
ONE OFFICE SOLUTION-WOUTIL	8/23/24	MISC SUPPLIES GLOVES	WATER	ACCTS-RECORDS & COLLEC	23.85

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	8/23/24	MISC SUPPLIES	WATER	ACCTS-RECORDS & COLLEC	212.48
	8/23/24	MISC SUPPLIES GLOVES	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	23.85
	8/23/24	MISC SUPPLIES	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	212.48
	8/23/24	MISC SUPPLIES GLOVES	ELECTRIC	ACCTS-RECORDS & COLLEC	47.70
	8/23/24	MISC SUPPLIES	ELECTRIC	ACCTS-RECORDS & COLLEC	<u>424.94</u>
				TOTAL:	945.30
PASS PLUMBING INC	8/23/24	AIRPORT OFFICE ROOTER	AIRPORT	O-GEN MISC	150.00
	8/23/24	AIRPORT HOUSE ROOTER	AIRPORT	O-GEN MISC	<u>150.00</u>
				TOTAL:	300.00
PICTOMETRY INTERNATIONAL CORP	8/23/24	2024 FLIGHT EV CLOUD	GENERAL FUND	ENGINEERING ADMIN	<u>2,500.00</u>
				TOTAL:	2,500.00
PLUNKETTS PEST CONTROL INC	8/23/24	GENERAL PEST CONTROL	LIQUOR	O-GEN MISC	<u>90.03</u>
				TOTAL:	90.03
POWERPLAN	8/23/24	#403 CYLINDER REPAIR	GENERAL FUND	PAVED STREETS	244.32
	8/23/24	#403 CYLINDER REPAIR	GENERAL FUND	PAVED STREETS	<u>760.00</u>
				TOTAL:	1,004.32
RADIO WORKS LLC	8/23/24	VIDEO WORK	GENERAL FUND	PERSONNEL & RECRUITMEN	1,090.00
	8/23/24	JULY ADS	GENERAL FUND	CENTER FOR ACTIVE LIVI	150.00
	8/23/24	JULY ADS	GENERAL FUND	CENTER FOR ACTIVE LIVI	200.00
	8/23/24	JUNE ADS	LIQUOR	O-GEN MISC	150.00
	8/23/24	RADIO WORKS LLC	LIQUOR	O-GEN MISC	600.00
	8/23/24	JULY ADS	LIQUOR	O-GEN MISC	<u>250.00</u>
				TOTAL:	2,440.00
RESCO	8/23/24	TWO SINGLE PHASE TRANSFORM	ELECTRIC	FA DISTR LINE TRANSFOR	19,648.00
	8/23/24	CASH DISCOUNT	ELECTRIC	FA DISTR LINE TRANSFOR	<u>9.82</u>
				TOTAL:	19,638.18
ROOS ERIC	8/23/24	MRES SIOUX FALLS LEAD COUR	WATER	ADMIN OFFICE SUPPLIES	62.72
	8/23/24	MRES SIOUX FALLS LEAD COUR	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	62.72
	8/23/24	MRES SIOUX FALLS LEAD COUR	ELECTRIC	ADMIN OFFICE SUPPLIES	<u>125.42</u>
				TOTAL:	250.86
ROSE RENTALS LLC	8/23/24	2 RENTALS SOCCER EVENT	RECREATION	SOCCER COMPLEX	210.00
	8/23/24	MONTHLY RENT	RECREATION	PARK AREAS	<u>520.00</u>
				TOTAL:	730.00
ROSENBERG SCOTT	8/23/24	BUCKET TRUCK TO WATERTOWN	RECREATION	TREE REMOVAL	<u>19.38</u>
				TOTAL:	19.38
RUNNINGS SUPPLY INC-ACCT#9502440	8/23/24	OPERATIONAL SUPPLIES PLANT	MUNICIPAL WASTEWAT	O-PURIFY MISC	31.97
	8/23/24	UNIT 300 TOOLS	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	104.97
	8/23/24	PLUMBING SUPPLIES PLANT	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	10.45
	8/23/24	HOSE SUPPLIES	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	<u>5.47</u>
				TOTAL:	152.86
RUNNINGS SUPPLY INC-ACCT#9502485	8/23/24	#403 COUPLER REPAIR	GENERAL FUND	PAVED STREETS	24.99
	8/23/24	GLOVES	GENERAL FUND	PAVED STREETS	22.99
	8/23/24	BOOTS CODY	GENERAL FUND	PAVED STREETS	199.95
	8/23/24	SHEET METAL SCREW PAN PAIN	GENERAL FUND	MISC SPECIAL DAYS/EVEN	46.15
	8/23/24	PRESSURE WASHER	RECREATION	ICE ARENA	229.99



VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	8/23/24	FLOWER PUMP	RECREATION	PARK AREAS	168.97
	8/23/24	MAILBOX REPAIR	RECREATION	TREE REMOVAL	85.56
	8/23/24	RUNNINGS SUPPLY INC-ACCT#9	RECREATION	TREE REMOVAL	35.88
	8/23/24	CREDIT FOR OVERPAYMENTS	WATER	O-DISTR MISC	4.01-
	8/23/24	CREDIT FOR OVERPAYMENTS	ELECTRIC	M-DISTR UNDERGRND LINE	0.70-
	8/23/24	DRAIN TILE	STORM WATER MANAGE	STORM DRAINAGE	<u>6.38</u>
				TOTAL:	816.15
SCHWALBACH ACE 5930	8/23/24	FORMING PARTS	GENERAL FUND	PAVED STREETS	51.48
	8/23/24	WIRE AND TAPE	RECREATION	BALLFIELD MAINTENANCE	28.17
	8/23/24	MOLD MILDEW CLEANING SPRAY	RECREATION	ICE ARENA	90.97
	8/23/24	DRILL BITS SCREWS	RECREATION	ICE ARENA	26.57
	8/23/24	FASTENERS	RECREATION	SOCCER COMPLEX	6.00
	8/23/24	TRIMMER LINE	RECREATION	PARK AREAS	24.93
	8/23/24	BROOM	RECREATION	OLSON PARK CAMPGROUND	14.99
	8/23/24	IRON BATTERY SOLDER 60/40	AIRPORT	O-GEN MISC	<u>37.98</u>
				TOTAL:	281.09
SHORT ELLIOTT HENDRICKSON INC	8/23/24	CITY HALL RENOVATION	GENERAL FUND	GENERAL GOVT BUILDINGS	2,257.00
	8/23/24	OXFORD ST	IMPROVEMENT CONST	OXFORD STREET RECON	2,351.06
	8/23/24	AIRPORT TERMINAL ROOF	AIRPORT	PROJECT #2	<u>790.00</u>
				TOTAL:	5,398.06
STREICHER'S INC	8/23/24	40MM LAUNCHER AND CASE	GENERAL FUND	POLICE ADMINISTRATION	<u>1,182.50</u>
				TOTAL:	1,182.50
TOLLEFSON ENTERPRISES INC	8/23/24	COMBO DISPLAY AD	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	<u>800.00</u>
				TOTAL:	800.00
TRI-STATE RENTAL CENTER	8/23/24	DIAMOND BLADE	GENERAL FUND	PAVED STREETS	289.00
	8/23/24	SCISSOR LIFT FOR CLEANING	RECREATION	FIELD HOUSE	<u>250.00</u>
				TOTAL:	539.00
VERIZON WIRELESS	8/23/24	MONTHLY SERVICE	WATER	O-DISTR MISC	40.01
	8/23/24	MONTHLY SERVICE	WATER	O-DISTR MISC	41.23
	8/23/24	MONTHLY SERVICE	WATER	O-DISTR MISC	41.23
	8/23/24	MONTHLY SERVICE	WATER	O-DISTR MISC	46.23
	8/23/24	MONTHLY SERVICE	WATER	ADMIN OFFICE SUPPLIES	11.56
	8/23/24	MONTHLY SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	40.01
	8/23/24	MONTHLY SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	41.23
	8/23/24	MONTHLY SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	41.23
	8/23/24	MONTHLY SERVICE	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	41.23
	8/23/24	MONTHLY SERVICE	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	11.56
	8/23/24	MONTHLY SERVICE	ELECTRIC	O-DISTR SUPER & ENG	40.01
	8/23/24	MONTHLY SERVICE	ELECTRIC	O-DISTR SUPER & ENG	40.01
	8/23/24	MONTHLY SERVICE	ELECTRIC	O-DISTR SUPER & ENG	40.01
	8/23/24	MONTHLY SERVICE	ELECTRIC	O-DISTR SUPER & ENG	41.23
	8/23/24	MONTHLY SERVICE	ELECTRIC	O-DISTR SUPER & ENG	41.23
	8/23/24	MONTHLY SERVICE	ELECTRIC	O-DISTR MISC	41.23
	8/23/24	MONTHLY SERVICE	ELECTRIC	ADMIN OFFICE SUPPLIES	23.11
	8/23/24	MONTHLY SERVICE	ELECTRIC	ACCTS-METER READING	<u>46.23</u>
				TOTAL:	668.58
WESCO RECEIVABLES CORP	8/23/24	CT'S FOR METERING	ELECTRIC	FA DISTR METERS	<u>2,402.44</u>
				TOTAL:	2,402.44

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
WOODS, FULLER, SHULTZ & SMITH P.C.	8/23/24	GENERAL BUSINESS	GENERAL FUND	CITY ATTORNEY	<u>2,400.00</u>
				TOTAL:	2,400.00
WORTHINGTON BUILDING MATERIALS INC	8/23/24	LUMBER	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	<u>79.06</u>
				TOTAL:	79.06
WORTHINGTON ELECTRIC INC	8/23/24	LIGHT OLSON PARK	RECREATION	OLSON PARK CAMPGROUND	86.03
	8/23/24	LIGHT OLSON PARK	RECREATION	OLSON PARK CAMPGROUND	<u>120.00</u>
				TOTAL:	206.03
WORTHINGTON GLASS INC	8/23/24	MILLARD RR WINDOW	RECREATION	PARK AREAS	<u>179.40</u>
				TOTAL:	179.40
WORTHINGTON HOTEL GROUP LLC	8/23/24	EVENT CENTER UTILITY REIMB	EVENT CENTER	EVENT CENTER	<u>2,630.47</u>
				TOTAL:	2,630.47
YMCA	8/23/24	AUGUST 2024 CONTRACT PAYME	RECREATION	RECREATION PROGRAMS	<u>5,375.00</u>
				TOTAL:	5,375.00

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

101	GENERAL FUND	71,289.47
202	MEMORIAL AUDITORIUM	14,462.23
214	EVENT CENTER	2,630.47
229	RECREATION	16,903.04
231	ECONOMIC DEV AUTHORITY	68.39
232	WGTN EDA	5,000.00
401	IMPROVEMENT CONST	4,946.81
419	TI DIST #7, REDEV AMEND 5	541.34
424	C & J HOUSING PROJECT	541.34
425	OKABENA ESTATES	541.34
426	CCSI REDEVELOPMENT	541.34
428	NEWCASTLE TOWNHOMES	541.34
433	HOTEL TIF #15	541.34
434	NORTHLAND MALL TIF #16	541.33
435	GRAND TERRACE APT TIF 17	541.33
436	HOTEL THOMPSON TIF #18	541.33
437	CEMSTONE REDEVEL TIF#19	541.33
601	WATER	194,183.24
602	MUNICIPAL WASTEWATER	5,630.39
604	ELECTRIC	28,625.94
605	INDUSTRIAL WASTEWATER	32,425.39
606	STORM WATER MANAGEMENT	2,011.05
609	LIQUOR	3,339.22
612	AIRPORT	6,004.50
702	DATA PROCESSING	32.71

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GRAND TOTAL: 392,966.21  
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## SELECTION CRITERIA

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SELECTION OPTIONS

VENDOR SET: 01-CITY OF WORTHINGTON  
VENDOR: All  
CLASSIFICATION: All  
BANK CODE: All  
ITEM DATE: 0/00/0000 THRU 99/99/9999  
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00  
GL POST DATE: 7/01/2024 THRU 8/23/2024  
CHECK DATE: 8/23/2024 THRU 8/23/2024

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PAYROLL SELECTION

PAYROLL EXPENSES: NO  
EXPENSE TYPE: N/A  
CHECK DATE: 0/00/0000 THRU 99/99/9999

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PRINT OPTIONS

PRINT DATE: Check Date  
SEQUENCE: By Vendor Sort  
DESCRIPTION: Distribution  
GL ACCTS: NO  
REPORT TITLE: C O U N C I L   R E P O R T 08/23/2024  
SIGNATURE LINES: 0

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PACKET OPTIONS

INCLUDE REFUNDS: NO  
INCLUDE OPEN ITEM:NO

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