

**WORTHINGTON CITY COUNCIL  
REGULAR MEETING**

**AGENDA**

**5:30 P.M. - Monday, December 11, 2023**  
**City Hall Council Chambers**

**A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

**B. INTRODUCTIONS AND OPENING REMARKS**

**C. AGENDA ADDITIONS/CHANGES AND CLOSURE**

1. Additions/Changes
2. Closure

**D. CONSENT AGENDA**

1. CITY COUNCIL MINUTES (WHITE)
  - a. Worthington City Council, Nobles County Commissioners, School District 518 Board of Directors Special Joint Meeting Minutes of November 29, 2023
  - b. Regular City Council Meeting Minutes of November 27, 2023
2. MINUTES OF BOARDS AND COMMISSIONS (PINK)
  - a. Park and Recreation Advisory Board Meeting Minutes of November 29, 2023
  - b. Okabena-Ocheda Watershed District Board Meeting Minutes of December 16, 2022

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

Case Item(s)

1. 2024 Off-Sale Beer and Dance License Renewals
4. BILLS PAYABLE (WHITE)

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

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

Case Item(s)

1. Resolutions Approving the 2023 Tax Levies Collectible in 2024
2. 2024 Budget Resolution
3. Third Reading Proposed Ordinance - Storm Water Utility Rates
4. Resolution Designating Polling Places for Election Precincts within the City of Worthington
5. New On-Sale Beer License - Panda House
6. Nominating Committee Recommendations for Committee Appointments/Reappointments
7. Policies and Procedures for Federal Awards Administration
8. Transfer Resolutions
9. Professional Services Agreement: Independent Investment Advisory
10. Adoption of Legislative Mandated Earned Sick and Safe Time Policy
11. Law Enforcement Center Amended Lease and Operations Agreement

**F. CITY COUNCIL BUSINESS - PUBLIC SAFETY (TAN)**

Case Item(s)

1. Approval of Deputy Chief Position Guidelines and Salary Grade

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

Case Item(s)

1. YMCA 2024 Summer Youth Recreation Programs Agreement
2. Water World 2024 Fees
3. Approve 2024 Park User Fees and Campground Rates

4. Adopt Resolutions Accepting Park Bench Donations

**H. CITY COUNCIL BUSINESS - ENGINEERING (BLUE)**

Case Item(s)

1. Sale of Parcel 31-1103-500, Used for Stormwater Drainage Improvements in Cherry Point Neighborhood

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

Case Item(s)

1. Amend Sign Permit Fees
2. Acceptance of 2024 Building Official Training Grant

**J. COUNCIL COMMITTEE REPORTS**

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

**K. CITY ADMINISTRATOR REPORT**

**L. ADJOURNMENT**

**WORTHINGTON CITY COUNCIL, NOBLES COUNTY COMMISSIONERS, SCHOOL  
DISTRICT 518 BOARD OF DIRECTORS SPECIAL JOINT MEETING  
NOVEMBER 29, 2023**

The Worthington City Council meeting was called to order at 7:01 p.m. in the District 518 High School Band Room by Mayor Rick Von Holdt with the following Council Members present: Larry Janssen, Chris Kielblock, Chad Cummings, Amy Ernst, Alaina Kolpin.

The District 518 Board of Directors Meeting was called to order at 7:01 p.m. in the District 518 High School Band Room by Chairman Joel Lorenz with the following members present: Joel Lorenz, Steve Schnieder, Lori Dudley, Erin Schutte, Matt Widboom. Absent: Tom Prins, Adam Blume.

The Nobles County Commission meeting was called to order at 7:01 p.m. in the District 518 High School Band Room by Chairperson Robert Demuth, Jr. with the following Nobles County Commissioners present: Justin Ahlers, Gene Metz, Bob Paplow, Chis Dybeveck.

City Staff present: Steve Robinson, City Administrator; Todd Wietzema, Public Works Director; Chad Nickel, Public Works Supervisor; Corey Greenway, Fieldhouse Manager; Mindy Eggers, City Clerk.

Nobles County Staff present: Bruce Heitkamp, Nobles County Administrator; Allison Heidebrink Administrative Assistant.

District 518 Staff present: Ann Foley, Zach Brandt, Lisa Ahrenstorff, Executive Administrative Assistant.

Others present: Jay Milbrandt, Bedford Industries, Jason Johnson, Johnson Builders & Realtors.

A motion was made by Commissioner Ahlers, seconded by Commissioner Metz and unanimously carried to approve the agenda as presented.

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

A motion by Member Schnieder, seconded by Member Dudley and unanimously passed to approve the agenda as presented.

John Landgaard, District 518 Superintendent, explained the objective of the meeting and presented the overview of the seven different options including budget information submitted by ICS. Options range from adding an addition to the existing ice arena facility, reconstructing a shell over the existing facility or the option of building a new facility.

Jason Johnson, Hockey Association Member, explained the current arena has been in operation for 33 years and the refrigeration system was only expected to last 20 years so its 13 years past its life expectancy. Numerous repairs have been made to the facility to date and it is estimated it would take an estimated \$5 million to possibly get another 10 to 20 years out of it.



Discussion was also held by members on the possible location of a new facility and what each entity would be willing to fund towards the project.

It was decided that all entities meet separately to decide if they are willing to move forward with the proposed project and what financial amount they are willing to contribute. Another joint meeting will be scheduled in January.

A motion was made by Council Member Kielblock, seconded by Council Member Kolpin and unanimously carried to adjourn the meeting at 8:26 p.m.

A motion was made by Commissioner Gene Metz, seconded by Commissioner Bob Paplow and unanimously carried to adjourn the meeting at 8:26 p.m.

A motion was made by Member Dudley, seconded by Member Schutte and unanimously carried to adjourn the meeting at 8:26 p.m.

Mindy L. Eggers, MCMC  
City Clerk

**WORTHINGTON CITY COUNCIL  
REGULAR MEETING  
NOVEMBER 27, 2023**

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: Chad Cummings, Chris Kielblock, Alaina Kolpin, Larry Janssen, Amy Ernst.

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

Others Present: Sam Martin, The Globe; Ryan McGaughey, Radio Works; Jill Cuperus, Director, Center for Active Living.

The Pledge of Allegiance was recited.

**AGENDA APPROVED WITH ADDITIONS/CHANGES**

Mayor Von Holdt said Administration Case Item 3 - *Approval of Position Guidelines and Salary Grade - Center for Active Living Manager* would be added to the agenda.

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

**CONSENT AGENDA**

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

- Regular City Council Meeting Minutes of November 13, 2023
- Water & Light Commission Meeting Minutes of November 20, 2023
- Water & Light Commission Meeting Minutes of November 6, 2023
- Heron Lake Watershed Board Meeting Minutes of October 18, 2023
- Cross Cultural Advisory Committee Meeting Minutes of October 17, 2023
- Municipal Liquor Store Income Statement for the Period of January 1, 2023 through October 31, 2023
- Olson Park Statement of Revenue and Expenditures - Budget and Actual for the Period of January 1, 2023 through October 31, 2023
- Fieldhouse Statement of Revenue and Expenditures - Budget and Actual for the Period of January 1, 2023 through October 31, 2023
- Application for Exemption from Lawful Gambling Permit - Worthington Area YMCA
- 2024 Off-Sale Beer License Renewals
- Bills Payable Totaling \$3,650,298.23

**RESOLUTION NO. 2023-11- 59 ADOPTED APPROVING CHANGES IN THE SEWER RATE SCHEDULE**

Scott Hain, Public Utilities Manager, said the proposed 2024 Sewer Service Charge System (Sewer Rates) has been developed by staff and was approved by the Water and Light Commission at its November 20, 2023, meeting. The “average” residential user (4,000 gallons per month) will see about a \$5.60/month or 12.75% increase.

Mr. Hain explained the monthly sewer charge consists of two components, a usage charge and a connection charge. The usage charge is to recover the cost of conveying and treating wastewater. The charge is comprised of debt service and user charges for flow and the pollutant loading parameters of Biological Oxygen Demand (BOD), Total Suspended Solids (TSS), and Total Phosphorus (TP). The usage charge is billed to non-industrial customers based on water consumption and assumed pollutant levels. The usage charge per 1,000 gallons is proposed to increase \$0.411/1,000 gallons, or 8.5%, for non-industrial users.

The "connection charge" or minimum monthly charge is to recover costs such as those for billing, collection system improvements, treating inflow and infiltration (I&I), and debt service on reserve capacity. The monthly connection charge is proposed to increase \$3.96 or 16.1%.

The total revenue of \$3,431,855 to be generated by the 2024 rates is \$386,941 (12.7%) more than the \$3,044,914 budgeted to be generated from the 2023 rates. The reason for the rate increase is the inclusion of \$844,000 in 2024 debt service to be collected through rates in 2024. The 2024 Wastewater budget includes a projected debt service payment of \$1,688,000 with 50% coming from current-year revenue and 50% coming from reserves. The 2023 Wastewater budget included a projected debt service payment of \$1,643,200 with 33% coming from current-year revenue and 67% coming from reserves. The increase in current-year revenue collected to fund debt service from 2023 to 2024 is \$300,800.

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

RESOLUTION NO. 2023-11-59

RESOLUTION APPROVING CHANGES IN THE SEWER RATE SCHEDULE

(Refer to Resolution File for complete copy of Resolution)

**APPROVED CENTER FOR ACTIVE LIVING BID RECOMMENDATION**

Todd Wietzem, Public Works Director, stated the re-bids for the CAL improvement project were opened on November 16, 2023. There were 4 bids submitted and there were two parts to each bid,

a bid for the Base amount (water damage covered under our insurance) and an alternate #1 amount (add meeting room amenities). The low base bid was received from Robert W. Carlstrom Co., Inc. in the amount of \$298,000.00. Their alternate #1 bid amount was \$183,500.00.

Staff along with adjusters from the League of Minnesota Cities, reviewed the bids and feels the best course of action would be to accept the low base bid and reject the alternate #1 bid at this time. Carlstrom Co. was contacted and they are comfortable with this option.

Mr. Wietzema said the Alternate #1 could be put out for quotes at a later date since it falls below the threshold allowed.

The motion was made by Council Member Kolpin, seconded by Council Member Kielblock and unanimously carried to accept the base bid from Robert Carlstrom Co. in the amount of \$298,000 and reject the alternate #1 bid.

#### **APPROVED AMENDMENT STATE OF MINNESOTA DOT AERONAUTICS GRANT**

Mr. Wietzema said the City has received a Department of Transportation Aeronautics Grant to replace the roof on Worthington Municipal Airport's Maintenance hangar. The grant received is for the project design and construction portions of the project. Mr. Wietzema explained after construction was started a change order was approved for the project in the amount of \$18,235.00. The grant amendment will fund 70% of the change order cost, equaling \$12,764.00. The city's share will be \$5,471.00.

A motion was made by Council Member Cummings, seconded by Council Member Kielblock and unanimously carried to approve the amendment to the State Grant and authorize the Mayor and City Clerk to sign any necessary agreements.

#### **SECOND READING PROPOSED ORDINANCE - STORM WATER UTILITY RATES APPROVED**

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

A complete copy of the ordinance was provided in your November 13, 2023 Council Agenda.

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

#### **RESOLUTION NO. 2023-11-60 ADOPTED AUTHORIZING GRANT ACCEPTANCE - CENTER FOR ACTIVE LIVING**

Mr. Robinson said the Center for Active Living has received a grant for \$51,015 from the Minnesota River Area Agency on Aging.

The grant period will run from January 1, 2024 - December 31, 2024. The Center for active Living was granted this renewal opportunity to continue with the good work we started and invested in this year under what the Center for Active Living Director Jill Cuperus called "The Good Life Grant".

Under the education and training category of funding, they will continue to offer technology classes with the machines that were bought in 2022 in the "investment" year (16 iPads, and 14 laptops) and a continued partnership with MN West for technology instructions using them. They will also continue the raised garden programming and having local musicians come in and play and talk about the music. New this year will be some art instruction, history of Worthington discussions with local experts, and some mural work in a lower level stairway. Under Health promotion, they will have YMCA exercise instructors come multiple times a week to teach classes. There is also some money included for translation services, Wi-Fi, website fees, advertising, and a portion of the director's salary. We are excited to continue to offer our active older adult population these amenities to truly live "The Good Life".

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

RESOLUTION NO. 2023-11-60

RESOLUTION AUTHORIZING GRANT ACCEPTANCE - CENTER FOR ACTIVE LIVING

(Refer to Resolution File for complete copy of Resolution)

**APPROVED POSITION GUIDELINES AND SALARY GRADE - CENTER FOR ACTIVE LIVING**

Mr. Robinson said as discussed at budget planning sessions, Administration recommended terminating the agreement with the Worthington YMCA in managing the Center for Active Living (CAL) and taking operations, management and staffing of the CAL as a City function. The operations budget was included in the preliminary budget approved by Council on September 11, 2023. The total 2024 operations budget would be \$147,636 which is slightly more than presented in September based on updated salary and benefits information. The increase would be approximately \$34,226 over the 2023 budget.

Mr. Robinson noted the CAL Manager is classified as a salary grade non-exempt 5 (N-5) which has a 2024 minimum hourly wage of \$24.50.

A motion was made by Council Member Ernst, seconded by Council Member Kolpin and unanimously carried to approve the position guidelines for the Center for Active Living Manager

Position Guidelines as presented.

**RESOLUTION NO. 2023-11-61 ADOPTED ORDERING PREPARATION OF FEASIBILITY  
REPORT ON PROPOSED IMPROVEMENT- SECOND AVENUE**

Hyunmyeong Goo, Assistant City Engineer, said staff is proposing a segment of Second Avenue from Twelfth Street to Thirteenth Street for a street reconstruction improvement project. The project would include improving the described street by regrading base reconstruction, resurfacing, and curb and gutter. The improvements are proposed to be assessed to abutting property owners.

Staff is recommending approval of the resolution ordering the preparation of a feasibility report. Upon receipt of the report, Council will be requested to order a public hearing on the proposed improvements.

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

RESOLUTION NO. 2023-11-61

A RESOLUTION ORDERING PREPARATION OF FEASIBILITY REPORT ON PROPOSED  
IMPROVEMENT

(Refer to Resolution File for complete copy of Resolution)

**RESOLUTION NO. 2023-11-62 ADOPTED ORDERING PREPARATION OF FEASIBILITY  
REPORT ON PROPOSED IMPROVEMENT - CHURCH AVENUE**

Mr. Goo said staff is proposing a segment of Church Avenue from Oxford Street to Clary Street, for a street reconstruction improvement project. The project would include improving the described streets by regrading base reconstruction and resurfacing. The improvements are proposed to be assessed to abutting property owners.

Staff is recommending approval of the resolution ordering the preparation of a feasibility report. Upon receipt of the report, Council will be requested to order a public hearing on the proposed improvements.

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

RESOLUTION NO. 2023-11-62

A RESOLUTION ORDERING PREPARATION OF FEASIBILITY REPORT ON PROPOSED  
IMPROVEMENT

(Refer to Resolution File for complete copy of Resolution)

**RESOLUTION NO. 2023-11-63 ADOPTED AUTHORIZING THE PURSUIT OF 2023 LOCAL ROAD IMPROVEMENT PROGRAM FUNDING FOR THE WORTHINGTON INDUSTRIAL SERVICE ROAD PROJECT**

Mr. Goo, said the City of Worthington is in the process of applying for Local Road Improvement Program (LRIP) Grant from the Minnesota Department of Transportation. The proposed project includes construction of the Service Road from Spring Avenue to Service Drive, connecting to Highway 60.

The LRIP will provide grant funding up to \$1,500,000 of construction cost. The funds may not be used for right of way acquisition, engineering, public or private utilities. The application requires a resolution of support from the Council to be included.

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

RESOLUTION NO. 2023-11-63

A RESOLUTION AUTHORIZING THE PURSUIT OF 2023 LOCAL ROAD IMPROVEMENT PROGRAM FUNDING FOR THE WORTHINGTON INDUSTRIAL SERVICE ROAD PROJECT

(Refer to Resolution File for complete copy of Resolution)

**APPROVED TASK ORDER 24 WITH BOLTON AND MENK TO PROVIDE PROFESSIONAL SERVICE FOR LRIP GRANT APPLICATION**

Mr. Goo said Task Order 24, would provide professional services by Bolton and Menk for the grant application for the Service Road project proposed for 2025. The task order would cover essential components, including analysis of the right-of-way acquisition, gathering letters of support from the public and business owners, and also preliminary analysis data compilation. The cost is not to exceed \$7,000. The LRIP application deadline is December 8th. Staff is recommending the approval of Task Order 24 with Bolton and Menk, Inc.

A motion was made by Council Member Cummings, seconded by Council Member Cummings and unanimously carried to approve Task Order 24.

**COUNCIL COMMITTEE REPORTS**

Mayor Von Holdt - No report.

Council Member Janssen - No report.

Council Member Ernst - No report.

Council Member Kielblock - No report.

Council Member Kolpin - No report.

Council Member Cummings - Attended the CGMC Fall Conference. Spoke to Congressman Finstead about usable workforce housing funds. Attended a comp plan meeting for the Comprehensive Plan.

### **CITY ADMINISTRATOR REPORT**

Mr. Robinson said Congressman Finstead plans to make a personal trip to Worthington but there has not been a specific date scheduled. Staff is wrapping up the 2024 budget and it is looking favorable. Reminded Council of the Joint Special City Council, Nobles County and School District meeting on Wednesday, November 29, 2023, 7:00 p.m., in the High school Band Room. He also noted two more lots have been sold on Cecilee Street.

### **ADJOURNMENT**

The motion was made by Council Member Kielblock, seconded by Council Member Cummings and unanimously carried to adjourn the meeting at 6:06 p.m.

Mindy L. Eggers, MCMC  
City Clerk



## City of Worthington

### Park and Recreation Advisory Board Minutes

4:00 p.m. - Wednesday, November 29, 2023

Members present: Chad Cummings, Craig Stock, Joe Vosburgh, Jessica Williams  
Members absent: Dan Krueger, Jason Johnson  
Staff present: Scott Rosenberg, Todd Wietzema and Angela Thiner  
Others present: Karri Olmanson, YMCA Director; JoElle Kielkopf, YMCA Aquatics Director, Cory Greenway, Fieldhouse Manager

#### **CALL TO ORDER**

The meeting was called to order at 4:05 p.m. by Vice Chairman Craig Stock.

#### **APPROVAL OF MINUTES**

A motion was made by Chad Cummings, seconded by Jessica Williams and unanimously approved to accept the minutes of the August 2, 2023 meeting.

#### **APPROVAL OF AGENDA - ADDITIONS/DELETIONS**

A motion was made by Jessica Williams, seconded by Joe Vosburgh and unanimously approved to accept the agenda with the deletion of item b. 2024 YMCA Summer Program Fees. This item will be brought back at a later date after Karri Olmanson, YMCA Director, has more time to understand what is needed/best for the community.

#### **2024 YMCA AGREEMENT**

Todd Wietzema, Public Works Director, presented the proposed 2024 contract agreement between the City of Worthington and the YMCA. A 5% increase is being proposed for the YMCA to administer the City rec programs for the 2024 season.

A motion was made by Jessica Williams, seconded by Chad Cummings and unanimously approved to accept the 2024 YMCA agreement with the proposed 5% increase.

#### **2024 WATER WORLD FEES**

JoElle Kielkopf, Aquatics Director, presented 2023 membership numbers as well as the proposed fees for the 2024 season. Ms. Kielkopf noted a 3% increase is being proposed for the 2024 season. Additions to 2024 fees will include punch cards, birthday party rentals, as well as group/party rentals.

In response to questions from Chad Cummings, JoElle stated they would not be selling non-swimmer passes. The YMCA insurance requires children using the pool who are under 6 years of age to be with an adult and to be within arms reach of that adult.

Craig Stock asked if the bathroom floors would be taken care of before the new season and Mr. Wietzema stated they would be.

Karri Olmanson, YMCA Director, stated swimming lessons and lap swim will move indoors.

Ms. Kielkopf stated the pool hours will be adjusted and the pool will remain open from 12:00 p.m. to 7:00 p.m. with no hour break at 5:00 p.m.

With there being no further discussion, a motion was made by Joe Vosburgh, seconded by Jessica Williams and unanimously carried to accept the 2024 Water World fees.

### **2024 PARK FEES**

Todd Wietzema, Public Works Director, stated staff is proposing no changes to the park rental fees in 2024.

Chad Cummings made a motion to approve no changes to the park fees for 2024. The motion was seconded by Jessica Williams and unanimously carried.

### **2024 OLSON PARK CAMPGROUND FEES**

Mr. Wietzema stated the fees for Olson Park were last raised in 2021. Staff is recommending a \$2 increase for electric sites, \$1 increase for non-electric sites, \$5 increase for weekly rates and \$200 increase for monthly rates. The proposed fees are as follows:

<b>Olson Park</b>	<b>2023 Fees</b>	<b>Proposed 2024 Fees</b>
Sites 1 – 12 (Bay electric)	\$33.00	\$35.00
Sites 13 – 63 (Electric)	\$28.00	\$30.00
Sites 64 -68 (Non-Electric)	\$22.00	\$23.00
Weekly	\$195.00	\$200.00
Monthly	\$500.00	\$700.00

A motion was made by Joe Vosburgh, seconded by Craig Stock and unanimously carried to recommend approval of increasing Olson Campground fees for 2024.

### **PARK BENCH DONATIONS**

Todd Wietzema stated the following have submitted park bench donation applications:

- a. Krista Terrones in memory of Leo and Marian Ollendick
- b. Krista Terrones in memory of Leo and Marian Ollendick
- c. Nic and Kara Kramer in memory of Emmitt Gonzalez
- d. Enrique Olivares in memory of Nick Olivares

A motion was made by Joe Vosburgh, seconded by Jessica Williams and unanimously approved to accept the park bench donations.

### **SUPERVISOR'S REPORT**

Scott Rosenberg stated the Parks Department has been busy with leaf collection and tree removal and will continue doing so while the weather holds out. He noted of the 150 trees removed last winter, 150 trees were replanted in the spring. He added of the trees removed from the boulevard, roughly 40% would not be replanted due to underground utilities. Todd Wietzema stated Scott had applied for a grant for trimming trees but it was denied.

### **ADJOURNMENT**

A motion was made by Chad Cummings, seconded by Jessica Williams and unanimously approved to adjourn the meeting at 4:46 p.m.

Angela Thiner  
Assistant City Clerk

**OKABENA-OKHEDA-BELLA CLEAN WATER PARTNERSHIP  
JOINT POWERS BOARD**

**Meeting Minutes  
December 16, 2022  
7:30 a.m. - City Hall Council Chambers**

Members Attending: Chad Cummings, Casey Ingenthron, Larry Janssen, Steve Johnson, Rolf Mahlberg.

Others Present: Steve Schnieder, Kari Lucin, Dan Livdahl

Mahlberg moved to approve the minutes of the December 15, 2021 meeting. The motion was seconded by Ingenthron and unanimously carried.

The 2022 filter strip incentives, liability insurance, and Lake Okabena water quality monitoring expenses totaling \$22,379.90 were reviewed. Mahlberg moved to approve the expenses and ask the city to reimburse the watershed district the amount of \$11,513.40. The motion was seconded by Janssen and unanimously carried.

The board and Lake Okabena Improvement Association members attended a tour of the Lake Redwood dredging project in July. The potential to dredge Sunset Bay or Lake Okabena sometime in the future was discussed.

The carp population density report from Carp Solutions was discussed. Carp populations are lower than expected and well below the 100 kg/ha tipping point for causing significant water quality degradation. The OOWD will consult with Carp Solutions about the feasibility of population and reproduction control activities to stay below the tipping point. Other factors that affect water quality including boat traffic, other rough fish activities, wind and wave action and lake depth were discussed. The costs of the this year's Carp Solutions study and carp removal for mostly covered by the Olson Trust.

The \$970,312 grant application for building the Crailsheim Water Quality Improvement Pond project was approved yesterday at the December BWSR meeting. Local partners will need to spend a minimum of \$242,578 to match the money. The state will likely require the OOWD to prove it has the authority to build, operate and maintain the project on the ISD 581 property before the grant agreement is signed and funds are distributed. The OOWD will work with the School Board to develop and sign an easement. It is expected that the easement will be signed and the engineering completed in 2022 with bidding and construction occurring in 2023. The partners will discuss the amounts contributions to the local match after the design is completed and costs estimates updated.

Mahlberg moved to adjourn the meeting. The motion was seconded by Janssen and unanimously carried.

Meeting adjourned.

## ADMINISTRATION MEMO

**DATE: DECEMBER 22, 2023**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

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

### CONSENT AGENDA CASE ITEMS

**1. 2024 LICENSE RENEWALS**

The following 2024 License Renewal Applications have been received for Council approval:

**Off-Sale Beer**

La Morenita - 1321 Milton Avenue

**Dance**

Long Branch Saloon - 206 Tenth Street

All the required paperwork, fees, and insurance certificates have been received.

### CASE ITEMS

**1. RESOLUTIONS APPROVING THE 2023 TAX LEVIES COLLECTIBLE IN 2024**

On September 11, 2023, Council approved a proposed property tax levy of \$7,739,156 for 2024 (a 18.00% increase over 2023). It is Staff's recommendation to approve the final levy in the amount of \$7,256,629 (a 10.64% increase over 2023) as shown on the attached resolution included as ***Exhibit 1***. The levy includes a General Purpose Tax Levy of \$6,219,484 and Special Tax Levies of \$1,037,145. The Special Tax Levy includes Economic Development Tax abatements of \$51,000. Included in ***Exhibit 2*** is the Certification to the County of Taxes Voted.

**As allowed by legislation changes, public comment will be taken at this time regarding the proposed 2024 tax levies. (Budget information is included under separate cover for a short Truth in Taxation presentation.)**

Also included as ***Exhibit 3*** is the Housing and Redevelopment Authority's proposed levy of

\$186,000, the same amount as pre-certified by Council on September 11, 2023.

Suggested motion: Move to adopt the resolutions approving the 2023 Tax Levies Collectible in 2024.

**2. 2024 BUDGET RESOLUTION**

*Exhibit 4* is a resolution approving all of the separate City fund budgets. Council action is requested on the resolution.

Suggested motion: Move to adopt the resolution approving the 2024 fund budgets for the City of Worthington.

**3. THIRD READING PROPOSED ORDINANCE RELATING TO STORM WATER UTILITY RATES**

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

A complete copy of the ordinance was provided in your November 13, 2023 Council Agenda.

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

**4. RESOLUTION DESIGNATING POLLING PLACES FOR ELECTION PRECINCTS WITHIN THE CITY OF WORTHINGTON**

Minnesota Statute requires that the City Council designate polling places for each precinct. The polling places for the 2024 Presidential nominating election, the primary election and the 2024 general election will be as follows:

Ward 1 - Precinct 1 - Lakeside Church (First Baptist Church) - 1000 Linda Lane  
Ward 1 - Precinct 2 - Lakeside Church (First Baptist Church) - 1000 Linda Lane  
Ward 1 - Precinct 3 - Lakeside Church (First Baptist Church) - 1000 Linda Lane  
Ward 1 - Precinct 4 - American Reformed Church - 1720 N. Burlington  
Ward 1 - Precinct 5 - American Reformed Church - 1720 N. Burlington  
Ward 2 - Precinct 1 - YMCA - 1501 Collegeway  
Ward 2 - Precinct 2 - Nobles County Public Works - 960 Diagonal Road  
Ward 2 - Precinct 3 - Nobles County Public Works - 960 Diagonal Road  
Ward 2 - Precinct 4 - Solid Rock Church - 1730 Diagonal Road  
Ward 2 - Precinct 5 - Solid Rock Church - 1730 Diagonal Road

A resolution designating the polling places is attached as *Exhibit 5*.

Council is requested to adopt the resolution designating polling places for 2024 elections.

**5. APPLICATION FOR ON-SALE BEER LICENSE - PANDA HOUSE**

*Exhibit 6* is an application for an On-Sale Beer license submitted by Panda House, 913 Fourth Avenue. As of January 1, 2024 the new owner of Panda House will be Qiu Zhongren. The license period is January through December, 2023.

All the required paperwork, fees and insurance certificate has been received. Council action is requested.

**6. NOMINATING COMMITTEE RECOMMENDATIONS FOR COMMITTEE APPOINTMENTS/REAPPOINTMENTS**

The Nominating Committee is making the following recommendations for committee appointments/reappointments:

Cross Cultural Advisory Committee

Appoint Abebe Abetew to fill the unexpired term of Paul Somers, term to expire December 31, 2024

Re-appoint Scott Barber to a second three-year term, term to expire December 31, 2026

Re-appoint Edgar Sanchez to a first three-year term, term to expire December 31, 2026

**7. POLICIES AND PROCEDURES FOR FEDERAL AWARDS ADMINISTRATION**

*Exhibit 7* is a formal policy regarding the Policies and Procedures for the Federal Awards Administration. Periodically the City will apply for and receive federal grants. The city has a Grant Application and Management Policy, which is a general grant policy, but nothing that was specifically for federal grants. Our current auditors recommended this policy to address Single Audit purposes, which occur when the city has received \$750,000 in federal grants in any particular year.

Staff recommends that Council approve the Policies and Procedures for Federal Awards Administration.

**8. TRANSFER RESOLUTIONS**

Anytime the city needs to do a transfer that is not budgeted, a transfer resolution is required. Following are three transfer resolutions that staff would like Council to consider approving, they are as follows:

**Exhibit 8** is a resolution approving a transfer from the general fund to the WRH fund for the use of American Rescue Plan Act (ARPA) money. During 2021 and 2022 the City of Worthington received \$1,431,488.03 in ARPA money. During 2023 it was decided to use \$106,583.39 of this money to offset the costs on the Cecilee extension development to make the lots more affordable for purchase. The ARPA money is located in the general fund and Council action is requested on the resolution to move the money from the general fund to the WRH fund.

Suggested motion: Move to adopt the resolution approving this transfer resolution.

**Exhibit 9** is a resolution approving a transfer from the sales tax fund to the Aquatic Center fund. Since the City was funding the project ahead of bonding for the project, the Aquatic Center fund was running a cash deficit and needed additional cash for expenditures. On August 31, 2022, the city created an interfund loan payable from the Aquatic Center fund to the sales tax fund in the amount of \$1,600,000. At the November 13, 2023 council meeting the council approved the sale of bonds with a par value of \$4,925,000, well under the total construction cost of the Aquatic Center project. It has since been decided to restructure the \$1,600,000 interfund loan and treat it as a transfer instead due to the total cost of the project in relation to the bond proceeds. Council action is requested on the resolution to move the money from the sales tax fund to the Aquatic Center fund.

Suggested motion: Move to adopt the resolution approving this transfer resolution.

**Exhibit 10** is a resolution approving a transfer from the economic development authority fund to the WRH fund. WRH fund fronted the costs on this project totaling \$612,985.71 and it was decided to pay back the WRH fund as lots were sold. Three lots in the Cecilee extension development were sold on May 26, 2023 and August 24, 2024 in the amount of \$121,603.52. Council action is requested on the resolution to move the money from the economic development authority fund to the WRH fund.

Suggested motion: Move to adopt the resolution approving this transfer resolution.

9. **PROFESSIONAL SERVICES AGREEMENT: INDEPENDENT INVESTMENT ADVISORY**

Administration and Finance staff manage cash and investment funds to ensure liquid funds are available to meet operational obligations and maximize the yield on invested reserve

funds. Reserve funds are generally invested in either shorter term certificates of deposit or in Treasury Bonds that have maturity terms ranging from one year up to five years.

Staff have been in discussions with representatives of the Investment and Treasury Management group of Ehlers Public Finance Advisors to engage them to provide independent investment advisory services. Ehlers services include seeking the best short- and long-term investments based on the current portfolio and the City's investment objectives.

Ehlers investment advisory fees are based on assets under management with no additional compensation or commission. The annualized rate for less than \$5 million under management is 0.250%. The advisory fee decreases to a minimum of 0.125% when assets under management exceeds \$25 million. A copy of Ehlers engagement letter and advisory agreement are included as ***Exhibit 11***.

The City has \$4,971,830 in Treasury Bonds maturing in December.

Staff's recommendation is to engage Ehlers to provide investment advisory services for the funds noted above.

Council action is requested.

**10. ADOPTION OF LEGISLATIVE MANDATED EARNED SICK AND SAFE TIME POLICY**

The Minnesota Legislature passed the omnibus jobs and economic development bill that included Senate File No. 3035, Earned Sick and Safe Time. The bill was signed into law by Governor Tim Walz on May 24, 2023 becoming effective on January 1, 2024.

This legislation necessitates amending City policy regarding Leaves of Absences. Included as ***Exhibit 12*** is the policy prepared by the City's legal counsel.

Council action is requested to approve the Earned Sick and Safe Leave policy.

**11. LAW ENFORCEMENT CENTER AMENDED LEASE AND OPERATIONS AGREEMENT**

The Law Enforcement Center Joint Powers Committee reviewed the lease and recommends amending changes to the City's rent and Capital Reimbursement payments. Annual rent shall be one dollar (\$1.00) , due and payable on or about January 1 of each year.

Capital Reimbursement annual payments of \$197,500.00 from the City to Nobles County



shall be due and payable on or about January 1 of each year. Beginning January 1, 2025 and thereafter, the remaining balance will be amortized annually by the County incorporating a simple interest value equal to one of the following indexes established on July 1 of the previous year:

- "Minnesota Association of Governments Investing for Counties - Current 7-Day Yield". 5.45% interest as of December 1, 2023.
- "Applicable Federal Rates Annual - Long Term". 5.03% as of December 1, 2023.

For comparison purposes, as of December 1, 2023, the Federal Prime Rate is 8.50% and 12 month and Treasury Bills are 5.29%.

The City's current principal balance for capital improvements at the Prairie Justice Center is \$1,196,269.52.

A copy of the amended agreement is included as *Exhibit 13*.

Council is asked to select either the Minnesota Association of Governments Investing for Counties Current 7-day yield or the Applicable Federal Rate, Annual Long Term as the index to set the annual simple interest rate.

Council is requested to approve the amended Law Enforcement Center Lease and Operations Agreement and authorize the Mayor and Clerk to sign them.

RESOLUTION NO. \_\_\_\_\_

**CITY OF WORTHINGTON, MINNESOTA**

**RESOLUTION APPROVING 2023 TAX LEVIES COLLECTIBLE IN 2024**

Be it resolved, by the City Council of the City of Worthington, County of Nobles, State of Minnesota, that the following sums of money are to be levied for the current year, collectible in 2024 upon the taxable property in said City of Worthington, Minnesota for the following purposes:

LIMITED GENERAL PURPOSE TAX:	2023/2024 LEVY	SPECIAL TAX LEVIES:	2023/2024 LEVY
General Fund	3,423,921	G.O. Debt Service Funds including Improvement Bonds (MS 275.50 Subd. 5e and MS 429.091)	
Memorial Auditorium Fund	215,354		
Recreation Fund	1,545,706	PIR Series 2010A \$1,915,000	35,373
Economic Development Authority Fund	119,233	PIR Series 2012A \$2,570,000	22,890
Wgtn EDA Fund	82,000	PIR Series 2016A \$2,345,000	144,358
		GO Series 2019A \$9,955,000	783,524
Improvement Construction Fund	813,989	SUBTOTAL DEBT SERVICE FUNDS	986,145
Aquatic Center Facility Fund	19,281	Economic Development Tax Abatement	51,000
TOTAL GENERAL PURPOSE TAX	<u>6,219,484</u>	TOTAL SPECIAL TAX LEVIES	<u>1,037,145</u>

RECAP OF TAX LEVY TOTALS:	Current
General Purpose Levy	6,219,484
Special Tax Levies	1,037,145
TOTAL NET LEVY	<u>7,256,629</u>

The City Clerk is hereby directed to transmit  
a certified copy of this resolution to the  
County Auditor of Nobles County, Minnesota.

ATTEST:

Mayor: \_\_\_\_\_

Passed by the City Council of the City of  
Worthington this \_\_\_\_\_ day of  
\_\_\_\_\_, 2023.

City Clerk: \_\_\_\_\_

<b>STATE OF MINNESOTA</b>  <b>COUNTY OF NOBLES</b>  <b>CITY OF</b> <u>Worthington</u>	<b>Payable 2024 CERTIFIED LEVY</b>
---	--

**TO THE COUNTY AUDITOR OF NOBLES COUNTY:**

RESOLVED, That the following sums be, and hereby are, levied upon the taxable property in the City of Worthington, County of Nobles, State of Minnesota for the 2024 payable year, for the following purposes:

FUND # OR PURPOSE	GROSS LEVY (Budget Requirement)	(less) STATE AIDS	(Equals) CERTIFIED NET LEVY
1) General	6,219,484		\$6,219,484
3) Road and Bridge			
4) Fire Department			
5) Water Improvement			
6) Water Maintenance			
7) Sewer			
9) Streets	986,145		986,145
11) Economic Development	51,000		51,000
Debt Obligation			
<b>Grand Total</b>	7,256,629		\$7,256,629

I hereby certify that the above is a true and correct copy of the sums levied upon the taxable property in the City of Worthington, by the city council.

Dated this 11th of December, 2023.

\_\_\_\_\_  
Clerk, City of \_\_\_\_\_

**RESOLUTION APPROVING THE 2023 TAX LEVY COLLECTIBLE IN 2024**

BE IT RESOLVED, by the City Council of Worthington and the Housing and Redevelopment Authority of the City of Worthington, County of Nobles, State of Minnesota, that the following sum of money be levied for the current year, collectible in 2024, upon the taxable property in said City of Worthington, Minnesota for the following Purposes:

**SPECIAL TAX LEVY**

**CERTIFIED LEVY  
2023/2024**

**HOUSING AND REDEVELOPMENT  
AUTHORITY TAX LEVY**  
(Minnesota Statute 469.033, subdivision 6)

Special Tax for Operations

\$186,000.00

**NET CERTIFIED LEVY**

**\$186,000.00**

The City Clerk is hereby directed to transmit a certified copy of this resolution to the County Auditor of Nobles County, Worthington, Minnesota.

Passed by the City Council of the City of Worthington, Minnesota, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Signed By:

Mayor: \_\_\_\_\_

City Clerk: \_\_\_\_\_

Passed by the Worthington Housing and Redevelopment Authority of Worthington Board of Commissioners on this the 6<sup>th</sup> day of December. 2023.

Signed By:

Board Chairman: Robert J. Jiles

Executive Director: Tammie Lopez



**Worthington Housing & Redevelopment Authority  
Levy Budget for Taxes Collected in 2024  
December 6, 2023**

Based on Estimated Market Value in 2023 of \$1,006,049,900

Maximum Levy = .000185 \* \$1,006,049,900 = \$186,119.24

**Proposed Budgeting of Funds for 2024**

Payroll & General Operating Budget of the HRA	\$ 30,000.00
Capital Improvement & New Construction funding of Non-HUD Projects	<u>\$156,000.00</u>
<b>Total Levy Amount</b>	<b>\$186,000.00</b>

**CITY OF WORTHINGTON**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION FOR THE APPROVAL OF THE 2024 FUND BUDGETS  
FOR THE CITY OF WORTHINGTON, MINNESOTA**

**WHEREAS**, the City Administrator has submitted a budget to this governing body in compliance with the requirements of the state; and

**WHEREAS**, the City Council has reviewed potential financing sources and established priorities for the allocation of resources to 2024 programs, projects and services.

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

1. The 2024 fund budgets submitted, and herein summarized are approved.
2. The Capital Improvement Program, Equipment Revolving Schedules and Reserves/Designated Balances related to these adopted budgets are approved as part of the budget.
3. The attached sums are hereby appropriated for each fund:

FUND NO.	DESCRIPTION	TAX LEVY SUPPORT	GENERAL STATE/FED AID	OTHER SOURCES	TOTAL BUDGET
101	GENERAL FUND	<u>\$3,423,921</u>	<u>\$4,557,712</u>	<u>\$3,565,577</u>	<u>\$11,547,210</u>
SPECIAL REVENUE FUNDS:					
202	Memorial Auditorium	\$215,354	\$0	\$166,000	\$381,354
204	Small Cities Grants	\$0	0	3,000	3,000
211	WRH	0	0	50,928	50,928
213	Sales Tax Revenue	0	0	1,316,000	1,316,000
214	Event Center	0	0	11,524	11,524
229	Recreation	1,545,706	0	543,019	2,088,725
231	Economic Development Authority				
	Levy, Tax Abatement & EDA Levy	170,233	0	129,500	299,733
232	Wgtn EDA	82,000	0	21,000	103,000
233	Private Develop Assist Spending Plan	<u>0</u>	<u>0</u>	<u>2,332,221</u>	<u>2,332,221</u>
TOTAL SPECIAL REVENUE FUNDS		<u>\$2,013,293</u>	<u>\$0</u>	<u>\$4,573,192</u>	<u>\$6,586,485</u>
DEBT SERVICE FUNDS:					
321	Permanent Improvement	\$0	\$0	\$94,398	\$94,398
335	GO Sales Tax Revenue, '20A	0	0	638,818	638,818
336	GO Sales Tax Revenue, '23A	0	0	161,413	161,413
347	'10A PIR Bond	35,373	0	32,127	67,500
348	'12A PIR Bond	22,890	0	19,781	42,671
350	'16A PIR Bond	144,358	0	76,329	220,687
351	'19A G.O. Bond	783,524	0	206,825	990,349
352	'23B G.O. Bond	<u>0</u>	<u>0</u>	<u>128,100</u>	<u>128,100</u>
TOTAL DEBT SERVICE FUNDS		<u>\$986,145</u>	<u>\$0</u>	<u>\$1,357,791</u>	<u>\$2,343,936</u>

FUND NO.	DESCRIPTION	TAX LEVY SUPPORT	GENERAL STATE/FED AID	OTHER SOURCES	TOTAL BUDGET
CAPITAL PROJECT FUNDS:					
401	Improvement Construction	\$813,989	\$0	\$3,495,000	\$4,308,989
409	Municipal Building	0	0	700	700
419	TI District #7	0	0	901,200	901,200
424	C&J Housing	0	0	400	400
425	Okabena Estates	0	0	29,890	29,890
426	CCSI Redevelopment	0	0	49,260	49,260
428	New Castle Townhomes Project	0	0	5,244	5,244
431	Aquatic Center	19,281	0	0	19,281
433	Hotel TIF	0	0	600	600
434	Northland Mall TIF	0	0	221,938	221,938
435	Grand Terrace TIF	0	0	900	900
436	Hotel Thompson TIF	0	0	43,370	43,370
TOTAL CAPITAL PROJECT FUNDS		\$833,270	\$0	\$4,748,502	\$5,581,772
ENTERPRISE FUNDS:					
606	Storm Water	\$0	\$0	\$878,290	\$878,290
607	Street Lighting	0	0	276,000	276,000
609	Liquor	0	0	5,315,100	5,315,100
612	Airport	0	89,862	267,112	356,974
TOTAL ENTERPRISE FUNDS		\$0	\$89,862	\$6,736,502	\$6,826,364
702	DATA PROCESSING FUND	\$0	\$0	\$517,321	\$517,321
TOTAL 2023 BUDGET		\$7,256,629	\$4,647,574	\$21,498,885	\$33,403,088

Adopted by City Council of the City of Worthington, Minnesota this 11th day of December, 2023.

(SEAL)

\_\_\_\_\_  
Mayor

City Clerk



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION TO DESIGNATE POLLING PLACES FOR ELECTION PRECINCTS  
WITHIN THE CITY OF WORTHINGTON**

WHEREAS, Minnesota Statute 204B.16 requires that the City Council designate polling places for each precinct;

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

1. The City of Worthington designates polling locations for each Ward and Precinct to be:

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

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

Approved this 11<sup>th</sup> day of December, 2023, by the Worthington City Council.

(SEAL)

CITY OF WORTHINGTON

\_\_\_\_\_  
Rick Von Holdt, Its Mayor

Attest: \_\_\_\_\_  
Mindy L. Eggers, Its Clerk



Minnesota Department of Public Safety  
Alcohol and Gambling Enforcement Division (AGED)  
445 Minnesota Street, Suite 1600, St. Paul, MN 55101  
Telephone 651-201-7507 Fax 651-297-5259 TTY 651-282-6555

**Certification of an On Sale Liquor License, 3.2% Liquor license, or Sunday Liquor License**

**Cities and Counties:** You are required by law to complete and sign this form to certify the issuance of the following liquor license types: 1) City issued on sale intoxicating and Sunday liquor licenses  
2) City and County issued 3.2% on and off sale malt liquor licenses

Name of City or County Issuing Liquor License Washburn License Period From: 1-1-24 To: 12-31-24

Circle One: ☒ New License ☒ License Transfer DAVID Lee Suspension Revocation Cancel \_\_\_\_\_  
(former licensee name) (Give dates)

License type: (check all that apply) ☐ On Sale Intoxicating ☐ Sunday Liquor ☒ 3.2% On sale ☐ 3.2% Off Sale

Fee(s): On Sale License fee: \$ \_\_\_\_\_ Sunday License fee: \$ \_\_\_\_\_ 3.2% On Sale fee: \$ 302.00 3.2% Off Sale fee: \$ \_\_\_\_\_

Licensee Name: Qiu Zhongren DOB: \_\_\_\_\_ Social Security # \_\_\_\_\_  
(corporation, partnership, LLC, or Individual)

Business Trade Name Paradise House Business Address 913-4th Ave City Washburn

Zip Code 56187 County Noel Business Phone 507-378-5155 Home Phone \_\_\_\_\_

Home Address \_\_\_\_\_ City Washburn

Licensee's Federal Tax ID # \_\_\_\_\_ Licensee's MN Tax ID# \_\_\_\_\_  
(To apply call IRS 800-829-4933)

If above named licensee is a corporation, partnership, or LLC, complete the following for each partner/officer:

Partner/Officer Name (First Middle Last)	DOB	Social Security #	Home Address
Partner/Officer Name (First Middle Last)	DOB	Social Security #	Home Address
Partner/Officer Name (First Middle Last)	DOB	Social Security #	Home Address

Intoxicating liquor licensees must attach a certificate of Liquor Liability Insurance to this form. The insurance certificate must contain all of the following:

- 1) Show the exact licensee name (corporation, partnership, LLC, etc) and business address as shown on the license.
- 2) Cover completely the license period set by the local city or county licensing authority as shown on the license.

☐ Yes ☒ No During the past year has a summons been issued to the licensee under the Civil Liquor Liability Law?

Workers Compensation Insurance is also required by all licensees: Please complete the following:

Workers Compensation Insurance Company Name: SFM Policy # \_\_\_\_\_

I Certify that this license(s) has been approved in an official meeting by the governing body of the city or county.

City Clerk or County Auditor Signature \_\_\_\_\_ Date \_\_\_\_\_  
(title)

**ON SALE INTOXICATING LIQUOR LICENSEES ONLY, must also purchase a \$20 Retailer Buyers Card. To obtain the application for the Buyers Card, please call 651-201-7507, or visit our website at <https://dps.mn.gov/divisions/age/Pages/default.aspx>**

# City of Worthington, Minnesota

## Policies and Procedures for Federal Awards Administration

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## **Policies and Procedures – Federal Awards Administration Overview**

Purpose – This manual has been prepared to document the policies and procedures for the administration of federal awards of city of Worthington (the “city”). The Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements [34 CFR Part 80, 2 CFR Part 213 and Part 6 of the Office of Management and Budget (OMB) UG - Uniform Guidance Compliance Supplement] require all sub-recipients of federal funds to establish and maintain internal controls designed to reasonably ensure compliance with Federal laws, regulations and program compliance requirements. Written policies and procedures are part of the necessary internal controls and are required as a precondition to receiving federal funds. These policies and procedures are intended to be sufficiently comprehensive to adequately meet such requirements. However, in no case are these policies and procedures intended to supersede or limit federal or state laws or regulations, or the provisions of individual grant agreements.

Hierarchy of Authority – In the event that conflicting guidance on the administration of Federal awards is available, the city has deemed Federal guidance to be most authoritative, followed by other State or local agencies.

Revisions – Guidance provided by the Federal government through the OMB UG - Uniform Guidance Compliance Supplement are expected to be updated each year. Such updates are considered by the city as they become available and policies and procedures will be revised accordingly.

The City Administrator, City Engineer, Finance Director, and designees are authorized and required to establish and document policies and procedures to ensure compliance with the provisions of federal and state regulations and the provisions of grant agreements. Such policies and procedures are documented herein, and will be reviewed and updated as necessary, but not less than once every three years.

Training – City finance and engineering personnel and its program administrators of Federal awards will be provided the necessary training through various mechanisms, such as: (1) reviewing monthly State Aid Financial Status Report Updates, accompanying State aid payments, (2) consulting with the city’s auditors as needed for clarification, (3) participating in various training opportunities, such as those offered by appropriate professional organizations, (4) reviewing legislative updates from multiple sources, (5) membership and participation in meetings of the Governmental Finance Officers Association (GFOA), and (6) coordination and collaboration with individuals performing similar job functions at similar municipalities.

Compliance Failures – Compliance failures, whether noted internally by management or through the external audit process, will be addressed immediately by reviewing the reason for the failure with responsible personnel and devising an improved process to encourage compliance in the future.

## **General Accounting and Financial Management**

It is the policy of the city to comply with all statutory, regulatory, and contractual requirements in the conduct of, and accounting for, its financial operations. The official books of record for the city will be maintained subject to the following provisions:

1. The city will account for its operations in accordance with the Generally Accepted Accounting Principles (GAAP) applicable to local units of government.
2. The city will comply with all applicable circulars issued by the Office of Management and Budget (OMB), including, but not limited to:
  - a. OMB Circular A-87 – Cost Principles for States, Local and Indian Tribal Governments.
  - b. OMB UG - Uniform Guidance – Audits of States, Local Governments, and Non-Profit Organizations (the Single Audit Act).

3. The city will comply with all contractual requirements detailed in its duly executed grant agreements with awarding agencies.
4. The city will contract annually with an independent CPA firm for the purposes of conducting the city's external financial audit. To the extent that the city has expended federal awards in excess of the applicable single audit limit (currently \$750,000), the city will have a single audit performed in accordance with OMB UG - Uniform Guidance.
5. To ensure continuing compliance with all applicable accounting requirements, the city may, at its discretion, contract with a CPA firm to provide internal auditing and/or consulting services.
6. The Finance Director shall be responsible for the maintenance of all accounting and financial records (including journals, timesheets, bank statements, audit reports, and similar documents). Such records shall be retained as required by contractual or regulatory requirements. The city has adopted the state's records retention schedule as its official guide for records storage, filing, and destruction.
7. The city and employees are required to comply with the city's conflict of interest policy and report any potential conflicts of interest to their managers. No employee, officer or agent may participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such violations may result in appropriate discipline. See also the city policies on conflict of interest located in the city's Personnel Policy.
8. The city will request prior approval from federal agencies for program or budget changes when required.
9. The city reserves the right to delay the implementation of new federal purchasing procedures by two years which follow: Acquisitions for micro-purchases (below \$10,000 or below \$2,000 for construction, or \$2,500 for services subject to the Davis Bacon Act) may be awarded without soliciting bids if the city considers the price to be reasonable. Procurements for Small Purchases (less than \$175,000 - Minn. Stat. § 471.345), in which case quotations must be obtained from an adequate number of sources. Procurements made by sealed bid should be made to the lowest responsible (not necessarily the lowest) bidder. Procurements made by competitive proposal must have standards to evaluate the selected recipient. Procurement made by non-competitive proposals (to one vendor) may be used only if one of the following applies a) the item is available from a single source, b) an emergency exists c) the federal agency expressly authorizes non-competitive proposals, or d) competition is seen as inadequate after solicitation to a number of vendors.
10. Other procurement procedures include: Contractors who develop or draft specifications for bids are precluded from bidding on them. The city must maintain oversight so that contractors perform work as bid. Multiple provisions must be included in contracts (see Appendix II of grant procurement guidelines of super circular procedures). The city must verify to <http://www.sam.gov/> if contract is \$25,000 or more to review if on the suspended and debarred list for federal grants.
11. Procedures for inventory of federal capital purchases will be maintained by the Finance Department, with the help of the Engineer, and all items will be tracked annually.
12. The Finance Director (or designee) or the City Administrator are required to certify expenditures.

## **Purchasing and Procurement**

It is the policy of the city to ensure that all disbursements of city funds are properly reviewed and authorized, and consistent with sound financial management principles, and made in compliance with all applicable federal, state and local laws. In order to meet these objectives, all disbursements of city funds shall be subject to the following provisions, to the extent that they do not conflict with or contradict with any specific federal, state or local law or Council policies (the most specific or restrictive law, policy or procedure will be followed):

1. Substantial state and federal requirements exist pertaining to standards of conduct and conflict of interest. It is the intent of the city for all employees, officers, or agents to conduct all activities associated with procurements in compliance with the highest ethical standards, including the avoidance of any real or perceived conflict of interest. It is also the intent of the city to impose appropriate sanctions or disciplinary actions, including but not limited to termination and/or prosecution, for any employees or officers who violate any of these requirements.
2. The city avoids the acquisition of unnecessary or duplicative items. Additionally, the city considers consolidating or breaking out procurements to obtain a more economical purchase. And, where appropriate, the city makes an analysis of leases versus purchase alternatives, and other appropriate analyses to determine the most economical approach.
3. To foster greater economy and efficiency, the city enters into state and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services. This includes cooperative purchasing agreements where practical and beneficial. Depending on the purchase requested, the city may purchase from a cooperative or inter-local agreement if the price is competitive and the goods or services are needed in a timely manner. The appropriate department head and the City Administrator will make this determination.
4. The city awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. The city considers such matters as contractor integrity and business ethics, compliance with public policy, ability to complete the project on time and in accordance with specifications, record of past performance, and the contractor's financial and technical resources.
5. The city will award a contract to a contractor who has the appropriate experience, expertise, qualifications, and any required certifications, necessary to perform the work. Contractors should also have the financial resources to sustain the project while the initial work is being completed and during each service period until he or she submits invoices for payment to the city as work is completed. Contractors should have the proper equipment or the capability to subcontract for the proper equipment necessary to complete the contracted work.
6. Debarment and Suspension: The city will not subcontract with or award subgrants to any person or company who is debarred or suspended from receiving federal funds. The Finance Director, or designee thereof, is required to check for excluded parties at the System for Award Management (SAM) website before any procurement transaction paid with federal funds. This list is located at: <http://www.sam.gov/>.
7. All procurement transactions paid with federal funds are conducted in a manner providing full and open competition. In an environment of full and open competition, no proposer or bidder has a competitive advantage over another. All potential proposers and bidders must be provided the same information and have the same opportunity to submit a bid or proposal. Providing a competitive advantage to one or more potential proposers or bidders over another can open up the potential for disputes and lawsuits that can be costly and can significantly delay the completion of projects.
8. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals (RFPs) are excluded from competing for such procurements. The city does not engage in the following situations that may restrict full and open competition, including but not limited to:
  - Placing unreasonable requirements on firms in order for them to qualify to do business.
  - Requiring unnecessary experience and excessive bonding.
  - Noncompetitive pricing practices between firms or between affiliated companies;
  - Noncompetitive contracts to consultants that are on retainer contracts.
  - Organizational conflicts of interest.
  - Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement.
  - Any arbitrary action in the procurement process.
  - The city conducts federal procurements in a manner that prohibits the use of statutorily or



administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference.

9. All solicitations will incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description will not, in competitive procurements, contain features which unduly restrict competition. The description will include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, will set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications will be avoided if at all possible.
10. The city will make independent estimates of the goods or services being procured before receiving bids or proposals to get an estimate of how much the goods and services are valued in the current market. To accomplish this, after bids and proposals are received, but before awarding a contract, the City conducts either a price analysis or a cost analysis, depending on the type of contract, in connection with every procurement with federal funds in excess of \$100,000.
11. Federal methods provide for procurement by micro-purchase. Micro-purchase is a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed \$10,000. The micro-purchase method is used in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost.
12. Small purchase procedures may be used in those relatively simple and informal procurement methods for securing nonprofessional services, supplies, or other property that do not cost more than \$175,000.
13. Sealed bids (\$175,000, formal advertising, price is a major factor). Requirements for sealed bids:
  - The invitation for bids will be publicly advertised and bids must be selected from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids.
  - The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond.
  - The City solicits all bids through an on line bidding agency. The on line host reveals bids at the designated time.
  - A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder.
  - Any or all bids may be rejected if there is a sound documented reason.

Competitive proposal (> \$175,000, fixed price or cost reimbursement, request for proposal (RFP) with evaluation methods). Requirement for competitive proposal procedures:

- Requests for proposals must be publicized requests and identify all evaluation factors and their relative importance.
  - Proposals must be solicited from an adequate number of qualified sources.
  - The organization must have a written method for conducting technical evaluations of the proposals received and for selecting recipients.
  - Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program.
  - The organization may only use qualification-based methods, whereby competitors' qualifications are evaluated and the most qualified competitor is selected, in the procurement of architectural/engineering professional services.
14. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used when using federal funds only when one or more of the following circumstances apply:
    - The item is available only from a single source. This must be documented.
    - The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation.

- Any federal awarding agency expressly authorizes noncompetitive proposals in response to a written request from the city.
  - After solicitation of a number of sources, competition is determined inadequate.
15. Time and materials type contract means a contract whose cost to the city is the sum of: the actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.
- The city may use a time and materials type contract paid with federal funds in accordance with the above only (1) after a determination that no other contract is suitable; and (2) if the contract includes a ceiling price that the contractor exceeds at its own risk.
16. The city ensures that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. The city accomplishes this by conducting internet searches, including using vendor searches, and by using other less technologically-advanced tools to locate and identify potential contractors. Federal guidelines are followed regarding the number of bids required.
17. The city requires that construction or facility improvement contracts, or subcontracts exceeding \$150,000, include a bid guarantee equivalent to 5% of the bid price from each bidder (such as bid bond or certified check), a performance bond on the part of the contractor for 100 percent of the contract price, and a payment bond on the part of the contractor for 100 percent of the contract price.

*Note: The city's purchasing policy does not apply to procurement by contractors or subcontractors on projects, federally supported or otherwise.*

## Payroll and Timekeeping

The following provisions apply to the payment of employees and recording of time and effort (as required) in accordance with Federal Cost Principles:

1. Hourly employees record time on a timesheet each day, with the following information:
  - a. The total number of hours actually worked each day
  - b. The use of any holiday, personal, vacation, sick, or other approved time off with pay
  - c. The total number of hours to be paid
  - d. An allocation of those hours to each program or department for which work was performed, when necessary
  - e. The dated signature of the employee and his/her supervisor for each payroll period

The allocation of hours between programs or departments should be based exclusively on the actual hours worked, and not be based on available budgets, or predetermined allocation schedules.

In the event that an after-the-fact correction is necessary to an employee's timesheet due to errors in the allocation of time worked, such corrections must be submitted to the Finance Director, and approved in writing by both the employee and his/her supervisor.

2. Salaried employees charged to a Federal grant will document time and effort as follows: the employee may document time and effort using a timesheet as described above. Or the employee may document dates and hours spent on an excel spreadsheet. This document must also list the particular activities relating to the grant.
  - a. It is the responsibility of the employee being charged to a Federal award(s) to clarify documentation requirements with the City Administrator, Finance Director or designee and provide appropriate documentation to the Payroll Clerk as it becomes available.

Certifications should never be signed prior to the end date of the payroll period being certified. Each certification should be provided to the Finance Department when available.



# Grant Administration

The following policies and procedures will also be applied, to the extent that they do not conflict with or contradict any existing Council policies:

## 1. Grant Development, Application, and Approval –

- a. Legislative Approval – The point at which legislative approval is required is determined by the requirements of the grant program. If the grant must be submitted by “an individual authorized by the *legislative body*”, then City Council approval is required prior to submitting the application. If such legislative approval is not specifically required by the written terms of the grant, then the City Administrator or designee may, at his or her discretion, approve grant applications.
- b. Matching Funds – Grants that require cash local matches must be coordinated through the Finance Department. At a minimum, funds must be identified within the existing budget to provide the match, or a budget amendment will be required. Depending on the nature of the grant, there may also be some policy implications that will bear discussion. (For example, will the grant establish a level of service that cannot be sustained once the grant funds are depleted?)

In all cases involving matching funds, the grant applicant should contact the Finance Department to determine the strategy for securing matching funds.

Refer to the section within this manual titled “Matching, Level of Effort, and Earmarking” for additional information on compliance with the provisions of the OMB UG - Uniform Guidance Compliance Supplement.

- c. Grant Budgets – Most grants require the submission of an expenditure budget. The Finance Director will review this portion of the grant request prior to submission. Finance staff should look for inconsistencies in the calculations, cost centers that might have been overlooked, or identify reimbursable expenses of which program staff may not be aware—particularly in the area of indirect costs.

## 2. Grant Program Implementation –

- a. Notification and Acceptance of an Award – Official notification of a grant award is typically sent by a funding agency to the program director and/or other official designated in the original grant proposal. However, the authorization to actually spend grant funds is derived from the City Council through the approval of a grant budget. Such notification should also be directed to the Finance Department. Adoption of the grant budget as a component of the city-wide operating budget is deemed to be sufficient approval.
- b. Establishment of Accounts – The department that obtained the grant will provide the Finance Director with information needed to establish revenue and expense accounts for the project, as well as a project code for tracking purposes. Ordinarily, this information will include a copy of a summary of the project and detail of the full project budget.
- c. Purchasing Guidelines – All other city purchasing guidelines apply to the expenditure of grant funds. The use of grant funds does not exempt any purchase from normal purchasing requirements. All typical paperwork and bidding requirements as well as normal staff approvals apply. When in doubt, the program director should contact the Finance Director for further assistance.

## 3. Financial and Budgetary Compliance –

- a. Monitoring Grant Funds – Departments may use some internal mechanism (such as a spreadsheet) to monitor grant revenues, expenditures and budgetary compliance, at the grant level. The Finance

Director maintains all this information in the financial software system as well; this is considered to be the city's "official" accounting system by the granting agencies. Program Directors are strongly encouraged to use financial software reports provided by the Finance Department for their grant tracking.

If any "off-system" accounting records are maintained, it is the responsibility of the Program Director to ensure that the program's internal records agree to the city's accounting system.

- b. Fiscal Years – Occasionally, the fiscal year for the granting agency will not coincide with the city's fiscal year. This may require adjustments to the city's internal budget accounts and interim financial reports as well as special handling during fiscal year-end close. It is the responsibility of the Program Director to bring such discrepancies to the attention of the Finance Department at the time the grant accounts are established.
- c. Grant Budgets – The terms of each specific grant will dictate whether any budget transfers between budgeted line items will be permitted. In no case will the Program Director be authorized to exceed the total budget authority provided by the grant.

If grant funds have not been totally expended by fiscal year-end, it is the responsibility of the Program Director to notify the Finance Director that budget funds need to be carried forward to the new fiscal year, and to confirm the amounts of such carry-forwards. Carry-forwards of grant funds will be subjected to maximum allowable amounts/percentages based on the grant award agreement and/or the OMB UG - Uniform Guidance Compliance Supplement.

Capital Assets – The city is responsible for maintaining an inventory of assets purchased with grant funds. The city is accountable for them and must make them physically available for inspection during any audit. The City Council must approve of any sale of these assets. Customarily, the proceeds of the sale can only be used on the grant program that purchased them. (Refer to the specific regulations governing the original grant).

The Finance Director will coordinate this grant requirement. All transactions that involve the acquisition or disposal of grant funded capital assets must be immediately brought to the attention of the Finance Director. Refer to the city's separate Capital Assets policy for additional information. [OMB Circular A-133; 34 CFR Sec. 74.34]

- 4. Record Keeping –
  - a. Audit Work-papers – The city's external auditors audit all grants at the end of each fiscal year. The Finance Director will prepare the required audit work- papers. Program Directors may be asked to assist in this process, if necessary.
  - b. Record Keeping Requirements – Grant record keeping requirements may vary substantially from one granting agency to another. Consequently, a clear understanding of these grant requirements at the beginning of the grant process is vital. The Finance Department will maintain copies of all grant draw requests and approved grant agreements (including budgets). The Program Director should maintain all other records.
- 5. Other Guidelines – Specific information on policies and procedures related to compliance with the provisions of the OMB UG - Uniform Guidance Compliance Supplement have been addressed later in this manual and should be considered along with the information in this section.

## Year-end Closing and Reporting

The following provisions will govern the year-end close-out process of the city for purposes of external financial reporting:

- 1. To the extent the city is required to have a single audit completed in accordance with OMB UG - Uniform

Guidance, the city will accumulate the information necessary to prepare a schedule of expenditures of federal awards ("SEFA") in accordance with Federal and State requirements. This schedule will be characterized as follows:

- a. The schedule will include all federal financial assistance, including: grants, contracts, property, loans, loan guarantees, interest subsidies, cooperative agreements, insurance or direct appropriations. Amounts will be reported whether received directly from the Federal government or through a pass-through agency (in the event that the city is determined to be a sub-recipient and not a vendor).
- b. The schedule will be prepared on the same basis of accounting as the related financial statements.
- c. Federal awards will be grouped based on Federal awarding agency. Each Federal award with current expenditures will be listed along with its CFDA number, pass-through grantor name (if applicable) and award/pass-through grantor number (if applicable). Such information will agree to the award documentation.
- d. If the CFDA number of a Federal award cannot be reasonably determined, it shall be reported in the schedule using the two-digit prefix for the related Federal agency, followed by "UNKNOWN".
- e. To the extent that amounts are passed-through to sub-recipients, a schedule of federal awards provided to sub-recipients will be prepared.
- f. In addition to current year expenditures, the schedule will list approved award/grant amount, accrued/deferred revenue at the beginning of the year, current year cash received, current year actual expenditures, and accrued/deferred revenue at the end of the year. If expenditures were incurred relative to this award in the prior year(s), this amount should be disclosed as memorandum-only.
- g. Any adjustments to prior year awards, expenditures, and balances (including transfers between grants) will be disclosed in the footnotes to the schedule.
- h. Accrued/deferred revenue in the schedule shall agree to the amounts recorded as receivable/deferrals in the related financial statements.
- i. To the extent that a separate line item is included in the financial statements for Federal revenue, this amount shall agree to expenditures in the schedule. Any reconciling items will be disclosed in the footnotes to the schedule.

## **Additional Federal Awards Compliance Requirements**

A number of the Federal awards received by the city are passed-through the State of Minnesota. Management will consider both the OMB UG - Uniform Guidance Compliance Supplement and any applicable compliance requirements as set forth by the State of Minnesota.

## **General Information**

Source of Information – Each year the Federal government (Office of Management and Budget) issues a comprehensive document on the compliance requirements each grant recipient is obligated to follow in general terms, along with program-specific guidance on various grant awards. There are 12 compliance requirements identified, each of which is considered individually in this manual.

The following pages document the policies and procedures of the city related to compliance with such procedures, as applicable. In each year that the city is subject to a single audit, applicable compliance requirements are expected to be tested by the city's independent auditors.

Objectives – The objectives of most compliance requirements are generic in nature. While the criteria for each program may vary, the main objective of the compliance requirement is relatively consistent across all programs. As such, the policies and procedures of the city have been based on the generic sense of the compliance requirement. For selected compliance requirements, this manual addresses the specific regulations applicable to individual grants. This is not intended to imply that a program is not subject to such policies if it is not specifically mentioned here. It is the intention of the city that all Federal awards are subject to the following policies and procedures.

Controls over Compliance – In addition to creating policies and procedures over compliance with provisions of Federal awards, the city has implemented internal controls over such compliance, generally in the form of administrative oversight and/or independent review and approval. In order to document these control activities, all independent reviews must be signed/initialed and dated.

Documentation – The city will maintain adequate documentation to support both the compliance with applicable requirements as well as internal controls over such compliance. This documentation will be provided to the city's independent auditors and/or pass-through grantor agencies, as requested, during the single audit and program audits.

## **Activities Allowed/Un-allowed and Allowable Costs/Cost Principles**

Source of Governing Requirements – The requirements for activities allowed or un-allowed are contained in program legislation, Federal awarding agency regulations, and the terms and conditions of the award. The requirements for allowable costs/cost principles are contained in the A-102 Common Rule (§ .22), OMB Circular A-133 (2 CFR section 215.27), program legislation, Federal awarding agency regulations, and the terms and conditions of the award.

In order to ensure compliance with these requirements, the city has implemented the following policies and procedures:

1. All grant expenditures will be in compliance with OMB Circular 2 CFR 200, Subpart E, State law, city policy, and the provisions of the grant award agreement, which will also be considered in determining allowability. Grant funds will only be used for expenditures that are considered reasonable and necessary for the administration of the program.
2. Grant expenditures will be approved by department heads/program managers initially through the purchasing process and again when the bill or invoice is received. This will be evidenced by signature or initials and date on the invoice or by an approval documented via email. Accounts payable disbursements will not be processed for payment by the Finance Department until necessary approval has been obtained.
3. Payroll costs will be documented in accordance with OMB Circular A-87 as described in the section of this manual titled "Payroll and Timekeeping".
4. An indirect cost rate will only be charged to the grant to the extent that it was specifically approved through the grant budget/agreement. When allowable, indirect costs will be charged based on the *Cost Allocation Plan* of the city.

## **Cash Management**

Source of Governing Requirements – The requirements for cash management are contained in the A-102 Common Rule (§ .21), OMB Circular A-133 (2 CFR section 215.22), program legislation, Federal awarding agency regulations, and the terms and conditions of the award.

In order to ensure compliance with these requirements, the city has implemented the following policies and procedures:

1. Substantially all of the city's grants are awarded on a reimbursement basis. As such, program costs will be expended and disbursed prior to requesting reimbursement from the grantor agency.

2. Cash draws will be initiated by the Engineer who will determine the appropriate draw amount. Documentation of how this amount was determined will be retained and signed/dated.
3. The physical draw of cash will be processed through SWIFT (Minnesota's State-wide Integrated Financial Tools payment system) or through the means prescribed in the grant agreement.
4. Supporting documentation from SWIFT or a copy of the cash draw paperwork will be filed along with the approved paperwork described above and retained for audit purposes.

## **Eligibility**

Source of Governing Requirements – The requirements for eligibility are contained in program legislation, Federal awarding agency regulations, and the terms and conditions of the award.

1. Federal grants will only benefit those individuals and/or groups of participants that are deemed to be eligible.

## **Equipment and Real Property Management**

Source of Governing Requirements – The requirements for equipment are contained in the A-102 Common Rule (§ .32), OMB Circular A-133 (2 CFR section 215.34), (34 CFR section 74.34), program legislation, Federal awarding agency regulations, and the terms and conditions of the award.

The following policies and procedures will also be applied, to the extent that they do not conflict with or contradict any existing Council policies:

1. All equipment will be used in the program for which it was acquired or, when appropriate and allowable, other Federal programs.
2. When required, purchases of equipment will be pre-approved by the grantor or pass-through agency. The Finance Director, or designee will be responsible for ensuring that equipment purchases have been previously approved, if required, and will retain evidence of this approval.
3. Equipment records will be maintained and an appropriate system shall be used to safeguard equipment, as described in the city's separate Capital Asset policy. Equipment should be assigned to a program and physical location on the inventory. If such equipment is moved, it will be noted and adjusted in the city's capital assets records.
4. When equipment is no longer needed for a Federal program, it may be retained or sold with the Federal agency having a right to a proportionate amount of the current fair market value. Proper sales procedures shall be used that provide for competition to the extent practicable and result in the highest possible return.

### **Procedures for Disposition of Equipment:**

- a. The city will keep, sell, or otherwise dispose of the equipment with no further obligation unless disposal requirements are specifically detailed in the grant.
- b. A record of the date, reason, and method of disposal or sale will be maintained with the equipment inventory.

Equipment purchased costing over \$5,000 will be identified and kept in a capital asset listing. An equipment listing shall be maintained that includes the following:

1. Asset number and description of the equipment
2. Location of the equipment
3. Depreciation method & years of expected life
4. Acquisition date

5. Cost of the equipment
6. Equipment classification (land, building, equipment, etc.)
7. Make, Model, & Serial number or other identification number
8. Vendor and invoice number to purchase equipment
9. Disposition data including date and sale price of the equipment

A physical inventory of the property will be conducted periodically, and the results will be reconciled with the capital asset listing. A control system will be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft will be investigated.

Maintenance procedures are in place to keep the equipment in good condition.

## Matching, Level of Effort and Earmarking

Source of Governing Requirements – The requirements for matching are contained in the A-102 Common Rule (§ .24), OMB Circular A-133 (2 CFR section 215.23), program legislation, Federal awarding agency regulations, and the terms and conditions of the award. The requirements for level of effort and earmarking are contained in program legislation, Federal awarding agency regulations, and the terms and conditions of the award.

The city defines “matching”, “level of effort”, and “earmarking” consistent with the definitions of the OMB UG - Uniform Guidance Compliance Supplement:

Matching or cost sharing includes requirements to provide contributions (usually non-Federal) or a specified amount or percentage of match Federal awards. Matching may be in the form of allowable costs incurred or in-kind contributions (including third-party in-kind contributions).

Level of effort includes requirements for (a) a specified level of service to be provided from period to period, (b) a specified level of expenditures from non-Federal or Federal sources for specified activities to be maintained from period to period, and (c) Federal funds to supplement and not supplant non- Federal funding of services.

Earmarking includes requirements that specify the minimum and/or maximum amount of percentage of the program’s funding that must/may be used for specified activities, including funds provided to sub- recipients. Earmarking may also be specified in relation to the types of participants covered.

In order to ensure compliance with these requirements, the city has implemented the following policies and procedures:

1. Compliance with matching, level of effort, and earmarking requirements will be the responsibility of the Finance Director.
2. Adequate documentation will be maintained to support compliance with matching, level of effort, and earmarking requirements. Such information will be made available to city administration, auditors, and pass- through or grantor agencies, as requested.
3. Maintenance of effort for grants through the State Minnesota will be determined at the State level.

## Period of Performance

Source of Governing Requirements – The requirements for period of performance of Federal funds are contained in the A-102 Common Rule (§ .23), OMB Circular A-133 (2 CFR sections 215.28 and 215.71), program legislation, Federal awarding agency regulations, and the terms and conditions of the award.

In order to ensure compliance with these requirements, the city has implemented the following policies and procedures:

1. Costs will be charged to an award only if the obligation was incurred during the funding period (unless pre-approved by the Federal awarding agency or pass-through grantor agency).
2. All obligations will be liquidated not later than the fiscal year end after the end of the funding period (or as specified by program legislation).
3. Compliance with period of performance requirements will initially be assigned to the individual approving the allowability of the expense/payment. This will be subject to review and approval by the Finance Department as part of the payment processing.

## Procurement, Suspension and Debarment

Source of Governing Requirements – The requirements for procurement are contained in the A-102 Common Rule (§.36); OMB Circular A-133 (2 CFR sections 215.40 through 215.48), program legislation, Federal awarding agency regulations, and the terms and conditions of the award. The requirements for suspension and debarment are contained OMB guidance in 2 CFR part 180, which implements Executive Orders 12549 and 12689, Debarment and Suspension; Federal agency regulations in 2 CFR implementing the OMB guidance; the A-102 Common Rule (§.36); OMB Circular A-133 (2 CFR section 215.13); program legislation; Federal awarding agency regulations; and the terms and conditions of the award.

In order to ensure compliance with these requirements, the city has implemented the following policies and procedures:

1. Purchasing and procurement related to Federal grants will be subject to the general policies and procedures of the city (described in the section of this manual titled “Purchasing and Procurement”).
2. Contract files will document the significant history of the procurement, including the rationale for the method of procurement, selection of the contract type, contractor selection or rejection, and the basis of contract price.
3. The Finance Director will be responsible for determining whether the city is entering into a transaction that may be subject to suspension or debarment procedures and executing appropriate oversight and control activities at that time.

## Program Income

Source of Governing Requirements – The requirements for program income are found in the A-102 Common Rule (§.21 (payment) and §.25 (program income)); OMB Circular A-133 (2 CFR section 215.2 (program income definition), 2 CFR section 215.22 (payment), and 2 CFR section 215.24 (program income), program legislation, Federal awarding agency regulations, and the terms and conditions of the award.

In order to ensure compliance with these requirements, the city has implemented the following policies and procedures:

1. Program income will include (but will not be limited to): income from fees for services performed, the use or rental of real or personal property acquired with grant funds, the sale of commodities or items fabricated under a grant agreement, and payments of principal and interest on loans made with grant funds. It will not include interest on grant funds unless otherwise provided in the Federal awarding agency regulations or terms and conditions of the award.
2. The city will allow program income to be used in one of three methods:
  - a. Deducted from outlays
  - b. Added to the project budget
  - c. Used to meet matching requirements

In the absence of specific guidance in the Federal awarding agency regulations or the terms and conditions of the award, program income shall be deducted from program outlays.

3. Program income, when applicable, will be accounted for as a revenue source in the same project code as the Federal grant.

## **Sub-recipient Monitoring**

The city will ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and, if any of these data elements change, include the changes in subsequent subaward modification. Required information includes:

1. Federal Award Identification.
  - a. Subrecipient name (which must match the name associated with its unique entity identifier);
  - b. Subrecipient's unique entity identifier;
  - c. Federal Award Identification Number (FAIN);
  - d. Federal Award Date (see §200.39 Federal award date) to the recipient by the Federal agency;
  - e. Subaward Period of Performance Start and End Date;
  - f. Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;
  - g. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;
  - h. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;
  - i. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
  - j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;
  - k. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
  - l. Identification of whether the award is R&D; and
  - m. Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).

## **Special Tests and Provisions**

In order to ensure compliance with these requirements, the city has implemented the following policies and procedures:

1. The Finance Director will be assigned the responsibility for identifying financial-related compliance requirements for special tests and provisions, determining approved methods for compliance, and retaining any necessary documentation. Program-related compliance requirements will be the responsibility of the department administering the grant.



# City of Worthington, Minnesota

## Purchasing and Procurement Procedures Policy for Projects Receiving Federal Grants

It is the policy of the City of Worthington, Minnesota (the city) to ensure that all disbursements of city funds are properly reviewed and authorized, and consistent with sound financial management principles, and made in compliance with all applicable federal, state and local laws. In order to meet these objectives, all disbursements of city funds shall be subject to the following provisions:

**Policies and Procedures:** The following policies and procedures will be applied, to the extent that they do not conflict with or contradict with any specific federal, state or local law or Council policies (the most specific or restrictive law, policy or procedure will be followed):

1. Substantial state and federal requirements exist pertaining to standards of conduct and conflict of interest. All employees, officers, or agents of the city shall conduct all activities associated with procurements in compliance with the highest ethical standards, including the avoidance of any real or perceived conflict of interest. It is also the intent of the city to impose appropriate sanctions or disciplinary actions, including but not limited to termination and/or prosecution for those who violate any legal requirements.
2. The city avoids the acquisition of unnecessary or duplicative items. Additionally, the city considers consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, the city makes an analysis of leases versus purchase alternatives, and other appropriate analyses to determine the most economical approach.
3. To foster greater economy and efficiency, the city enters into state and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services. This includes cooperative purchasing agreements where practical and beneficial. Depending on the purchase requested, the city may purchase from a cooperative or inter-local agreement if the price is competitive and the goods or service are needed in a timely manner. The Finance Director and the City Administrator or a designee will comply with legal requirements to check the availability and suitability of items available from joint purchasing agreements/arrangements when making this determination.
4. The city awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement as required by law. The city considers such matters as contractor integrity and business ethics, compliance with law and public policy, ability to complete the project on time and in accordance with specifications, record of past performance, and the contractor's financial and technical resources.
5. The city will award a contract to a contractor who has the appropriate experience, expertise, qualifications, and any required certifications, necessary to perform the work. Contractors should also have the financial resources to sustain the project while the initial work is being completed and during each service period until he or she submits invoices for payment to the city as work is completed. Contractors should have the proper equipment or the capability to subcontract for the proper equipment necessary to complete the contracted work.
6. Debarment and Suspension: The city will not contract or subcontract with or award grants or subgrants to any person or company who is debarred or suspended from receiving federal funds. The Finance Director, or designee thereof, is required to check for excluded parties at the System for Award Management (SAM) website before any procurement transaction paid with federal funds. This list is located at: <http://www.sam.gov/> then Data Access.
7. All procurement transactions paid with federal funds are conducted in a manner providing full and open competition. In an environment of full and open competition, no proposer or bidder has a competitive advantage over another. All potential proposers and bidders must be provided the same information and

have the same opportunity to submit a bid or proposal. Providing a competitive advantage to one or more potential proposers or bidders over another can open up the potential for disputes and lawsuits that can be costly and can significantly delay the completion of projects.

8. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals (RFPs), or otherwise participate in the procurement process, are excluded from competing for such procurements. The city does not engage in the following situations that may restrict full and open competition, including but not limited to:
    - Placing unreasonable requirements on firms in order for them to qualify to do business.
    - Requiring unnecessary experience and excessive bonding.
    - Noncompetitive pricing practices between firms or between affiliated companies;
    - Noncompetitive contracts to consultants that are on retainer contracts.
    - Organizational conflicts of interest.
    - Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement.
    - Any arbitrary action in the procurement process.
    - The city conducts federal procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference.
  9. All solicitations will incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description will not, in competitive procurements, contain features which unduly restrict competition. The description will include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, will set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications will be avoided if at all possible.
  10. The city will make independent estimates of the goods or services being procured before receiving bids or proposals to get an estimate of how much the goods and services are valued in the current market. To accomplish this, after bids and proposals are received, but before awarding a contract, the city conducts either a price analysis or a cost analysis, depending on the type of contract, in connection with every procurement with federal funds in excess of \$175,000.
  11. Federal methods provide for procurement by micro-purchase. Micro-purchase is a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold, which is currently \$10,000. The micro-purchase method is used in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the federal regulations governing the grant.
  12. Small purchase procedures may be used in those relatively simple and informal procurement methods for securing nonprofessional services, supplies, or other property that do not cost more than \$175,000.
  13. Sealed bids (\$750,000, formal advertising, price is a major factor). Requirements for sealed bids:
    - The invitation for bids will be publicly advertised and bids must be selected from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids.
    - The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond.
    - All bids will be solicited using an on line service. Bids will be revealed at the designated time.
    - A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder.
    - Any or all bids may be rejected if there is a sound documented reason.
- Competitive proposal (> \$175,000, fixed price or cost reimbursement, request for proposal (RFP) with evaluation methods). Requirement for competitive proposal procedures:
- Requests for proposals must be publicized requests and identify all evaluation factors and their relative importance.
  - Proposals must be solicited from an adequate number of qualified sources.

- The organization must have a written method for conducting technical evaluations of the proposals received and for selecting recipients.
  - Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program.
  - The organization may only use qualification-based methods, whereby competitors' qualifications are evaluated and the most qualified competitor is selected, in the procurement of architectural/engineering professional services.
14. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used when using federal funds only when one or more of the following circumstances apply:
- The item is available only from a single source. This must be documented.
  - The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation.
  - Any federal awarding agency expressly authorizes noncompetitive proposals in response to a written request from the city.
  - After solicitation of a number of sources, competition is determined inadequate.
15. Time and materials type contract means a contract whose cost to the city is the sum of: the actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.
- The city may use a time and materials type contract paid with federal funds in accordance with the above and only (1) after a determination that no other contract is suitable; and (2) if the contract includes a ceiling price that the contractor exceeds at its own risk.
16. The city ensures that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. The city accomplishes this by conducting internet searches, including using vendor searches, and by using other less technologically-advanced tools to locate and identify potential contractors. Federal guidelines are followed regarding the number of bids required.
17. The city requires that construction or facility improvement contracts, or subcontracts exceeding \$150,000, include a bid guarantee equivalent to 5% of the bid price from each bidder (such as bid bond or certified check), a performance bond on the part of the contractor for 100 percent of the contract price, and a payment bond on the part of the contractor for 100 percent of the contract price.

*Note: Neither this policy nor the city's purchasing policy applies to procurement by contractors or subcontractors on projects, federally supported or otherwise, unless prescribed by contract.*

Date Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING TRANSFER FROM GENERAL FUND TO WRH FUND .**

**WHEREAS**, during 2021 and 2022 the City received \$1,431,488.03 in American Rescue Plan Act (ARPA) funds in the general fund; and

**WHEREAS**, on May 26, 2023 the City decided to use \$106,583.39 of ARPA funds for the buydown of costs associated with the Cecilee extension development project to make the lots more affordable to purchase; and

**WHEREAS**, the city council supports the transfer of funds out of the general fund to the WRH fund.

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

1. The City authorizes the transfer of funds from the general fund to the WRH fund in the amount of \$106,583.39.

I certify that the above resolution was adopted by the City Council of Worthington, Minnesota on December 11, 2023.

(SEAL)

CITY OF WORTHINGTON

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING TRANSFER FROM SALES TAX FUND TO AQUATIC  
CENTER FUND .**

**WHEREAS**, on August 31, 2022, the city created an interfund loan payable in the amount of \$1,600,000 for a share of the Aquatic Center construction project costs from the sales tax fund until bond proceeds are received; and

**WHEREAS**, at the November 13, 2023 council meeting the council approved the sale of bonds at the par value of \$4,925,000, well under the total construction cost of the Aquatic Center project; and

**WHEREAS**, the City has decided to restructure the interfund loan into a transfer from the use of accumulated Sales Tax reserves; and

**WHEREAS**, the city council supports the transfer of funds out of the sales tax fund to the aquatic center fund.

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

1. The City authorizes the restructuring of the interfund loan to be considered a transfer.
2. The City authorizes the transfer of funds from the sales tax fund to the Aquatic Center fund in the amount of \$1,600,000.

I certify that the above resolution was adopted by the City Council of Worthington, Minnesota on December 11, 2023.

(SEAL)

CITY OF WORTHINGTON

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION APPROVING TRANSFER FROM ECONOMIC DEVELOPMENT  
AUTHORITY FUND TO WRH FUND .**

**WHEREAS**, on May 26, 2023 and August 24, 2023 three lots in the Cecilee extension development were sold for a total of \$121,603.52; and

**WHEREAS**, the WRH fund paid for the project costs associated with this project totaling \$612,985.71 and it was agreed to pay this amount back as lots were sold; and

**WHEREAS**, the city council supports the transfer of funds out of the economic development authority fund to the WRH fund.

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

1. The City authorizes the transfer of funds from the economic development authority fund to the WRH fund in the amount of \$121,603.52.

I certify that the above resolution was adopted by the City Council of Worthington, Minnesota on December 11, 2023.

(SEAL)

CITY OF WORTHINGTON

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk



December 6, 2023

Steve Robinson, City Administrator  
City of Worthington  
309 9<sup>th</sup> Street  
PO Box 279  
Worthington, MN 56187

RE: Ehlers' Summary Proposal for Independent Investment Advisory Services

Mr. Robinson,

We are pleased to present this proposal to provide independent investment advisory services to Worthington (the "City"). We believe our experience, exclusive focus on public sector investors and dedication to outstanding client service provide a compelling relationship option for Worthington to consider.

For more than 60 years, Ehlers has partnered with public sector clients to build strong and vibrant communities through financial planning, debt issuance and management, economic development consulting, arbitrage, and investment advisory services.

We believe the following factors set us apart from other firms:

Public Sector Focus. Our only clients are governmental entities, agencies, school districts and special authorities. Ehlers' exclusive focus on the public sector uniquely positions us to provide a level of service that is unsurpassed in the markets we serve. We have an extensive understanding of our clients' operations, which allows us to speak to best practices and specifically tailor our advice to meet their needs and surpass their expectations.

Fiercely Independent. Ehlers' fiduciary responsibility is to you and you alone. We will always place your interests first, delivering investment advisory solutions that fulfill your needs as cost-effectively as possible and provide maximum benefit to your learning community. We adhere strictly to the prioritized principles of safety, liquidity and yield. We have no investment banking affiliation, no brokerage activities and do not maintain a securities inventory from which we would engage in principal trading activities. Our interests are always aligned with yours.

Fully integrated. Using a collaborative approach in advising our clients, Ehlers offers a fully integrated suite of services designed to help clients navigate every facet of public finance, including investments, treasury management consulting, arbitrage, financial management planning, debt issuance and management, paying agent services and continuing disclosure. We believe this approach delivers the greatest insight, highest value and the most reasonable cost to our clients.



BUILDING COMMUNITIES. IT'S WHAT WE DO.

 [info@ehlers-inc.com](mailto:info@ehlers-inc.com)

 1 (800) 552-1171

 [www.ehlers-inc.com](http://www.ehlers-inc.com)





Fee Only. Ehlers' investment advisory fees are based solely on assets under management. We receive no additional compensation or commission on securities or other transactions. Further, we do not offer any proprietary pooled investment vehicle or other form of liquidity product from which an administrative or other fee is derived. All client portfolios are managed as separate accounts.

### Scope of Services

The Ehlers Investment Advisory service offering shall remain in place as noted in the Investment Advisory Agreement as a month-to-month engagement. Ehlers proposes the following scope of work in our role as the City's investment advisor:

- Establish the City's investment policy and provide any recommendations for amendment.
- Establish any investment or cash management accounts, as requested and necessary.
- Review the City's existing portfolio and set investment objectives with City staff, including (but not limited to) near- and long-term objectives that incorporate cash flow requirements, diversification parameters, policy limitations, risk tolerance and portfolio duration and average maturity measures. Provide recommendations, accordingly.
- Input all client securities/investment holdings in Ehlers' systems.
- Coordinate notification to any of the City's third-party service providers of our engagement as the City's advisor of record.
- Prepare a comprehensive cash forecast.
- Provide for all trade execution on the City's behalf, including managing settlement procedures for all investment transactions. Maintain records for all cash and investment transactions and provide reporting to the City for its own records.
- Investment Management of Governmental, Proprietary, ARP and Bond Proceed Funds
- Act as the City's agent to qualify trading counterparties, using industry-standard due diligence.
- Act as the City's agent with respect to its custodian and custodial account(s). Provide reconciliations with the custodian's balances for all accounts we manage.
- Provide GASB-compliant investment and other (performance, holdings, etc.) reporting to the City no less frequently than monthly, as well as any required attestations to the City's auditor for which we are qualified to do so.
- Participate in meetings with City personnel, as requested, including in-person meetings.
- Participate in Committee and Council meetings to present information related to the City's investment portfolio.
- Perform any compliance duties on behalf of the City, as needed.
- Other duties, as requested, and customary under our investment advisory agreement.

Ehlers would provide additional services/scopes of work under separate engage upon mutual agreement of both parties billed through flat or hourly fee arrangements. These may include, but are not limited to the following:

- Coordinate with any third-party(ies) with respect to regulatory examinations, i.e. IRS examinations or audits of tax advantaged bonds.
- Evaluation of banking relationships/services or other treasury management providers.
- Assist with requests for proposals for banking or other treasury management services.
- Escrow portfolio bidding agent





## Fees For Services

Ehlers proposes an assets under management fee for our scope of work as investment advisor. Investment advisory fees shall be incurred for all assets under the management of Adviser. Investment advisory fees shall be charged based on average daily assets under management calculated on market value of said assets, payable and deducted monthly from interest earnings.

<u>ASSETS UNDER MANAGEMENT</u>	<u>ANNUALIZED RATE</u>
Less than \$5 million	0.250%
Over \$5 million, but less than \$10 million	0.225%
Over \$10 million, but less than \$15 million	0.200%
Over \$15 million, but less than \$20 million	0.175%
Over \$20 million, but less than \$25 million	0.150%
More than \$25 million	0.125%

Fees are all inclusive of other services provided by Adviser to the Client under an investment advisory engagement. This fee shall be all-inclusive for all services rendered, including any materials, time and travel.

Please refer to our Investment Advisory Agreement for specific disclosures regarding conflicts, including those associated with our fees and affiliations.

The primary contact for this engagement shall be Matt Tourville, Investment Advisor. Ehlers' personnel authorized to provide instructions on behalf of the City shall be assigned at the time of engagement with notice provided to Worthington of those individuals.

We sincerely appreciate the opportunity to build on our relationship and look forward to further discussing how we can best serve Worthington as your investment advisor. It would be our pleasure to deliver immediate value to your community with the highest level of integrity.

Sincerely,

Ryan Miles, CIPFM  
Managing Director - Investments

Matt Tourville  
Investment Advisor



## INVESTMENT ADVISORY AGREEMENT

\_\_\_\_\_  
Client

This Agreement is entered into as of the Effective Date (described below) between Ehlers Investment Partners, LLC (referred to as “Advisor,” or “we,” “us,” or “our”), and the municipal government entity named above (referred to as “Client,” “you” or “your”). The parties agree as follows:

### 1) THE PROGRAM; ADVISOR AND AFFILIATES; RECEIPT OF DOCUMENTS; QUESTIONS AND RISKS

- a) Advisor and Advisor’s Affiliates. Advisor is an investment adviser registered with the United States Securities and Exchange Commission (“SEC”). Advisor previously conducted business under the name “BBE Community Investment Partners, LLC.” Advisor provides municipal governments a program of investment management services which includes cash flow analysis and forecasting, and related services known as investment advisory services (the “Program”), including the following (all the “Services”):
  - i) Assisting Client in establishing investment objectives, consistent with Client's risk tolerance, financial needs and goals, and Client’s Investment Policy Statement (as described below);
  - ii) Assisting Client in establishing asset allocation mix based on Client's financial position, cash flow, risk preference, time horizon, and the Investment Policy Statement;
  - iii) Setting up a Client safekeeping account ("Program Account"), as defined below, with a qualified bank, brokerage firm or other financial institution (“Custodian”).
  - iv) Assisting Client in transfer of assets to and from Program Accounts, as directed by Client, for safekeeping;
  - v) Implementing trades and account management, as described in paragraphs 4 and 5;
  - vi) As requested by Client, preparing periodic performance reports regarding the Program Account;
  - vii) Meeting with Client, as needed, for updates of ongoing investment planning and portfolio review;
  - viii) At the direction of Client, contracting with third-parties to provide money market mutual funds, certificates of deposit (collateralized or uncollateralized) and other securities, as applicable; and
  - ix) With direction from Client, preparing a cash flow forecast to aid in determining funds available for investment.
- b) Agreement Governs Services and Program. Client’s participation in the Program, the Services, and the management of Program Account will be governed by the terms of this Agreement.
- c) Advisor’s Affiliated Companies. Advisor is one of the affiliated financial services companies comprising the Ehlers Companies, which also include Bond Trust Service Corporation, which provides paying agent services, and Ehlers & Associates, a registered municipal advisor, which provides municipal advisory services to government and not for profit entities. It is not anticipated that one of these affiliates will provide services for Client under this Agreement. If Adviser determines to engage the services of a company affiliated with it in providing advisory services to Client pursuant to this Agreement, Advisor will disclose such engagement to Client and Client may instruct Adviser to terminate such relationship at any time. Advisor, Bond Trust Service Corporation, and Ehlers & Associates do not share fees except through common ownership of Ehlers Companies.
- d) Program Account and Custodian. You will or have established the Program Account (defined below) with the Custodian (identified below) who will hold and maintain the Program Assets (defined below) in your name. You have or will identify the initial assets that will comprise the Program Assets, either on Exhibit



A attached hereto and incorporated herein by this reference or on forms now or hereafter supplied by Advisor or Custodian.

- e) Receipt of Documents. You acknowledge you have received and had the opportunity to review and ask our investment adviser representative assigned to your account (the “Representative”) questions about the following documents:
- (i) our Brochure, Form ADV Part 2A (the “Brochure”),
  - (ii) the Brochure Supplement for our Representative (the “Brochure Supplement”),
  - (iii) our Notice of Privacy Policies summarizing our policies regarding your personal information, and
  - (iv) a copy of this Agreement.
- f) Opportunity to Discuss Questions. You have had the opportunity to discuss with the Representative:
- (i) the anticipated types of investments in which the Program Account will invest, which shall be permitted investments under applicable state statute or client-specified investment policy;
  - (ii) the investment strategy (the “Strategy”) the Representative expects to use in managing the Program Assets;
  - (iii) the risks of the Program, these and types of investments;
  - (iv) the fees you will pay and the other expenses the Program Account will incur in the Program; and
  - (v) the circumstances where we have economic incentives and conflicts of interests to place our interests ahead of yours.
- g) Acceptance of Risk. You acknowledge and agree that the Program Account will be managed by Advisor and Representative on a non-discretionary basis: You acknowledge you understand and agree to accept the risks, fees, costs, and conflicts of interest associated with this Agreement and your participation in the Program.

## 2) CUSTODIAN, ACCESS TO ACCOUNT INFORMATION, THE PROGRAM ACCOUNT, AND THE PROGRAM ASSETS

- a) Custodian and Program Account. To participate in the Program, your assets must be maintained in account(s) under your name (the “Program Account”) with one or more qualified custodians (collectively, if more than one, the “Custodian”). Your account with the Custodian will be governed by separate agreements between you and the Custodian, and you will be solely responsible for negotiating the terms of such agreements. The Program Account will bear the fees and expenses of the Custodian and of transactions for the Program Assets, according to your agreement with the Custodian. These costs will be separate from and in addition to the Advisory Fees your account pays.
- (i) The Custodian will send you at least quarterly a statement for the Program Account reflecting the Program Assets received or disbursed by the Custodian, the amount of fees or expenses paid from the Program Account, the transactions occurring with respect to the Program Account, and a summary of the Program Account’s positions and values, as of the end and for the period covered by such statement. You authorize the Custodian to send copies of its statements and confirmations of transactions to us and your Representative, along with an indication that the statements have been sent to you, and to permit us and the Representative to electronically view and download Program Account information. You grant us unrestricted access to your account information.
- b) Program Assets. The “Program Assets” refer, collectively, to the assets maintained by the Custodian for the Program Account, including without limitation, the income, gains, and additions thereto, as reflected on the Custodian’s records from time to time. An asset becomes a Program Asset as of the date the asset is





posted by the Custodian to the Program Account (which may be different than the trade date or settlement date).

- (i) We will not manage or be responsible for taking any action with respect to an asset unless and until it becomes a Program Asset, even if such asset is otherwise held or maintained by the Custodian. You shall be solely responsible for the investment and reinvestment of your assets, and you will bear the risk of market fluctuations and any decline (or increase) in value, until such assets have become Program Assets.
- (ii) Client acknowledges that during the term of this Agreement, there will be periods of time when neither Client nor Advisor will be able to effect transactions for Client's assets (such as, for example, when an asset is being transferred, purchased, exchanged, or redeemed), or when Program Assets will be subject to limitations or restrictions on transfer, purchase, exchange, or redemption imposed by a mutual fund company or other issuer, and Client agrees to bear the risk of market fluctuations and any decline (or increase) in value during such periods.

### 3) THE PROGRAM AND THE PROGRAM ACCOUNT

#### a) Suitability Information.

- (i) Representative will assist Client in completing an account profile to collect information regarding the Client's financial situation, and the investment objective, tolerance for risk, liquidity needs, and investment time horizon for the Program Account (all the "Suitability Information"), as well as any reasonable investment restrictions the Client wishes to impose.
- (ii) Representative will assist Client to develop an investment policy statement (the "IPS") which summarizes a range of factors affecting the recommendations Advisor makes for the Program Account, which may include, initial asset classes and allocation targets, minimum quality and duration standards, risk tolerance and volatility limits, diversification requirements, and expectations for account rebalancing to maintain designated targets. However, Client recognizes there will be times when, in Advisor's judgment, deviation or modification from any guideline, policy, target, or minimum standard, limit, requirement, or expectation contained in the IPS is appropriate, and Client hereby agrees, consents, and ratifies each such deviation or modification.

#### b) Program Account. Advisor will provide continuous and regular investment management services with respect to the Program Assets. Client may at any time deposit additional funds and/or securities with Custodian so as to increase the Program Account. Client may also withdraw funds or securities from the Program Account by giving notice to Advisor and Custodian. Client can choose to engage Advisor to provide investment advisory services on a discretionary or non-discretionary basis.

- i) Discretionary. By electing discretion, Client grants Advisor full authority to buy, sell, or otherwise effect investment transactions involving the Program Assets in the Program Account. Clients who engage Advisor on a discretionary basis may, at any time, request reasonable restrictions, in writing, and subject to review and approval, Advisor will accommodate such requests.(i.e. limit the types/amounts of particular securities purchased for the Account, exclude the ability to purchase securities with specific investment ratings, etc.)
- ii) Non-Discretionary. By electing to engage Advisor on a non-discretionary basis, Advisor shall not exercise discretion with respect to the Account or transactions. Advisor will make investment recommendations, based upon the needs of the Client, as to specific cash and security investments the Program Account may purchase or sell, guided by the Suitability Information, Investment Policy Statement, applicable State Statutes and information provided to Advisor from time to time, and if such recommendations are accepted by the Client, Advisor is responsible for arranging or effecting the purchase or sale of such investments.



#### 4) ADVISOR'S AUTHORITY.

- a) Authority to Act for Client and the Program Account. In the performance of Advisor's responsibilities under this Agreement:
- (i) Client authorizes Advisor and Representative, at Client's risk:
    - (A) to issue instructions or orders to Custodian: to purchase, sell, exchange, redeem, or otherwise effect transactions involving the Program Assets, as they deem necessary or proper to manage the Program Account consistent with the Suitability Information;
    - (B) to transfer Program Assets to one or more accounts maintained at a qualified custodian with an accountholder registration identical to the Program Account (each a "Transferee Account"), which Client must specifically identify (e.g., by name of qualified custodian, account registration, and account number); provided,
      - (1) if the Transferee Account is intended to be a Program Account, Client has designated it as such on forms as Advisor or Custodian request, and furnished a copy of this Agreement to its Custodian, in which case Advisor is specifically empowered to transfer assets to and from such Program Account, as necessary, consistent with its management responsibilities; or
      - (2) if the Transferee Account is not a Program Account, Client has authorized Advisor in writing to make specific transfer(s) to (but not from) the Transferee Account and a copy of that authorization is provided to the qualified custodian; and
    - (C) to perform acts necessary or convenient for the efficient management or administration of the account or performance of Advisor's obligations under this Agreement; provided, in no event shall Advisor have such authority as to constitute actual or constructive custody of the Program Assets (other than the authority with respect to the payment of the Advisory fees);
    - (D) provided, Advisor shall not have any authority: to obtain possession of the Program Assets (except in payment of the Advisory Fees, as provided below); or to cause the transfer or distribution of any of the Program Assets out of a Program Account (other than in connection with usual trading or transactions for the Program Account), except to an account with a qualified custodian with an accountholder registration identical to the Program Account; and
  - (ii) Client specifically agrees that all authority granted in this Agreement to act on behalf of Client and the Program Account is granted solely to Advisor, and the descriptions of authority that refer to the Representative are limited to authority Advisor grants to Representative to provide investment advisory services on Advisor's behalf for Client and the Program Account. Advisor may limit or terminate any authority granted to a Representative in our discretion; and all such authority to act terminates immediately upon Advisor's termination of such authority.
- b) Evidence of Advisor's Authority. Advisor may provide a copy of this Agreement to any Custodian, broker, or other third-party, as evidence of Advisor's authority to act for you and the Program Account.
- c) Reliance on Suitability Information and Investment Policy Statement. Client shall provide Advisor with accurate, complete, and current Suitability Information and Investment Policy Statement necessary for Advisor to manage the Program Assets and provide the services pursuant to this Agreement.
- (i) Client acknowledges the Representative and Advisor have and will rely on the Suitability Information and Investment Policy Statement in making investment recommendations for the Program Account. Client agrees to notify Representative and Advisor promptly, in writing, of changes in the Suitability Information and Investment Policy Statement, such as any new or changed information regarding Client's financial condition or needs, tolerance for risk, investment time horizon, or investment objective, or changes in the Client's asset allocation targets, or investment restrictions, or other matters, as expressed in the Investment Policy Statement, or any other matter that would be material to the investment advice or other services Advisor provides for Client.



- (ii) Client agrees that neither Representative nor Advisor, nor any of Advisor's directors, officers, employees, or agents will be responsible or liable as a result of Client's failure to provide Advisor with timely, accurate, and complete Suitability Information, or to notify Advisor of any new or changed information, as described in the preceding paragraph. Client agrees to hold all of Advisor and Advisor's affiliates, and all of such persons harmless and to indemnify each of them for any loss, liability, damage or expense (including without limitation, reasonable attorneys' fees) incurred by any of them, arising from or related to Client's failure to ensure that the Suitability Information or Investment Policy Statement is timely, accurate and complete, or Client's failure to notify Advisor of any new or changed information that would be material to the investment advice or other services Advisor provides.

(A) Client is not waiving any right or remedy Client would have against Advisor or Representative under the Investment Advisers Act of 1940 or other federal securities laws.

- d) No Guarantees Regarding Profits or Limitation of Losses. Advisor cannot guarantee that participation in the Program will be profitable or that Client losses will be limited. Client agrees to bear the risk of losses resulting from investing the Program Assets in the Program.
- e) Tax Consequences. Client acknowledges that Advisor is not acting as a tax accountant or lawyer for Client, and neither Advisor nor Representative has provided Client with any tax opinions or legal advice with respect to the Program. The purchase, sale, exchange, and redemption of Program Account investments will generally be treated as taxable events. Client has consulted its tax advisor or otherwise understands the potential tax consequences of the Program.

## 5) EXECUTION OF ACCOUNT TRANSACTIONS

- a) Brokerage Discretion. Client agrees each portfolio manager for the Program Account (whether a Representative or Advisor's Investment Committee) is granted the authority to effect transactions with or through a broker-dealer selected in the portfolio manager's discretion, which may be the Custodian or a broker-dealer affiliated with the Custodian.
- b) DVP Transactions. Advisor shall instruct the brokers and dealers that execute orders for the Account to send Client all transaction confirmations and that all transactions must be completed using delivery vs. payment (DVP), and except as provided below with respect to Aggregation of Orders and Block Trading, all transactions for the Account shall be effected independently of transactions for Advisor's other clients.
- c) Instructions by Advisor's Authorized Personnel. Instructions of Advisor to Custodian shall be made in writing or, at the option of Advisor, shall be made orally and confirmed in writing as soon as practical thereafter; provided that all such instructions, written or oral, shall be issued only by persons designated from time to time by Advisor in a written instrument delivered to Custodian. Client shall provide, or instruct Custodian to provide, to Advisor such periodic reports concerning the status of the Account as Advisor may reasonably request.
- d) Selection of Brokers. In selecting brokers, the portfolio manager will consider the full range and quality of the broker's services, including, among other things, execution capability, cost, financial responsibility, responsiveness, and the value of research and other services; provided, the manager will not recommend a broker solely on the basis of the lowest possible commission cost, but rather, Advisor will determine whether the broker has the ability to provide the best overall qualitative execution considering all factors, including services that benefit our firm.

## 6) AGGREGATION OF ORDERS AND BLOCK TRADING

- a) Authority, But No Obligation, to Engage in Block Trading. Client hereby grants each portfolio manager for the Program Account the authority, but Client relieves them of any obligation, to aggregate orders for



the Program Account with orders for other accounts for the purpose of “block trading.” Client acknowledges that if orders for the Program Account are not aggregated with other orders into block orders, Client will not receive the benefits of potentially lower transaction costs, timelier or better execution, volume discounts, or other efficiencies that might be obtained by accounts whose orders are aggregated. Client authorizes and directs Advisor to instruct all firms executing orders for Client to forward confirmations of those transactions to Custodian and Advisor.

- b) Average Price Account. Although the practices of portfolio managers may vary, block orders, if any, are typically effected through an “average price account” or similar account such that transactions for accounts participating in the order are averaged as to price and transaction costs. If a portfolio manager cannot obtain complete execution of the entire aggregated order at prices or for transaction costs that the portfolio manager believes are desirable, the portfolio manager will allocate the securities or proceeds of the orders that were executed among the participating accounts according to the portfolio manager’s internal order allocation procedures. Such allocations must be consistent with its fiduciary duty to manage accounts fairly and non-preferentially over time, to the extent within its reasonable control.

## **7) ADVISORY FEES AND OTHER EXPENSES OF THE ACCOUNT, PROGRAM ASSETS, AND PROGRAMS**

- a) Advisory Fee Rates. For the term of this Agreement, you agree to pay or cause to be paid in arrears, the Advisory Fees calculated according to the terms of paragraph (b) and the attached Schedule of Fees.
- b) Advisory Fees Payable Monthly in Arrears. Advisory Fees are calculated and payable monthly in arrears according to the Fee Schedule as attached hereto or subsequently amended, based on the average daily market value of Program Assets. Advisor will provide to Client an accounting for fees owed no later than the 10th business day of each month for services billed for the previous month (or as of the last day of the term of this Agreement). Payments for services are due 30 days from invoice date. Client may authorize electronic payment of Advisory Fees. Advisory Fees are not charged on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of an advisory client.
  - (i) The Advisory Fees do not include the additional costs Client will incur for mutual funds, ETF’s, and other investment companies (such as 12b-1 Fees); the Brokerage and Investment Expenses; and any Custodial Expenses, as described in our Brochure; and any other costs not strictly included in the Advisory Fee.
  - (ii) Except as provided below, the value of the Program Assets shall be determined by reference to the valuations provided by or available from the Custodian (including without limitation, through any electronic system made available to Advisor). If the last trading day of a calendar month or other period for which Advisor calculate Advisory Fees is different than the last day of a Custodian’s reporting or statement period, Advisor may value Program Assets maintained by the Custodian as of the close of the Custodian’s reporting or statement period, as Advisor shall select on a consistent basis for each Custodian.
- c) Deduction and Payment of the Advisory Fees from the Program Account. Unless Client instructs on the Schedule of Fees that all fee payments will be made by it directly to Advisor, all Advisory Fee payments will be made by deduction from the Program Account immediately upon presentation of Advisor’s fee invoice to the Custodian. Custodian is authorized and directed to deduct the Advisory Fees directly from the Program Account and pay the Advisory Fees to Advisor when due, according to Advisor’s instructions, without prior notice to or further consent from Client. Client agrees to provide Custodian with such additional documentation as Advisor or Custodian requests authorizing and directing the Custodian to deduct the Advisory Fees from the Program Account and to pay the Advisory Fees to Advisor when due. Client authorizes Advisor to manage the Program Account to provide sufficient cash will be available in the Program Account to pay the Advisory Fees; however, in the event available cash is not sufficient at the time Advisory Fees are payable, Client agrees to authorize promptly the liquidation of securities in an amount sufficient to pay the Advisory Fees.



## 8) OTHER DIRECT AND INDIRECT EXPENSES

- a) Additional Fees and Expenses. Client understands that in addition to the Advisory Fees, the Program Account will also incur the following direct and indirect fees and expenses:
- (i) costs of transactions placed through the Custodian or other brokers: the Program Account will be responsible for brokerage commissions, sales charges, ticket charges, exchange fees, redemption fees, mark-ups, mark-downs, and dealer spreads paid to or received by any broker in connection with transactions involving the Program Assets; fees for floor brokerage, electronic transaction networks, and exchanges; fees and expenses pursuant to a Custodial Agreement or any agreement with a broker, including without limitation, fees or expenses for postage, deliveries, additional services, wire transfers, taxes; and other third-party expenses with respect to the Program Assets or the Account;
  - (ii) custodial charges: the Program Account will be responsible for any charges imposed by the Custodian for services in maintaining custody and delivering the Program Assets, according to Client's separate agreement with the Custodian;
  - (iii) mutual fund and other investment company charges: the Program Account will be responsible for the fees and expenses that are deducted from the net asset value of mutual funds, money market funds, and other investment company securities held by the Program Account (and which constitute indirect expenses of the Program Account), including without limitation, internal operating and investment expenses of such funds or marketing and distribution fees (known as "12b-1 Fees"), servicing fees, sub-accounting fees, internal fund management fees; and
  - (iv) short-term trading or redemption fees: the Program Account will be responsible for the fees imposed by mutual funds or variable annuities for short-term trading or early redemptions or exchanges made within short periods of time (typically 1% - 2% of the amount originally invested).
- b) Availability of Lower Cost Services. You acknowledge that the Advisory Fees and other expenses charged to or borne by the Program Account may be higher than the fees and expenses charged for advisory programs or services offered through other investment advisors for similar products and services. You acknowledge that you can purchase mutual funds directly from a mutual fund company or through a broker of your choosing without participation in the Program; however, in that event you would not receive the benefit of our advice, which is intended to select and manage suitable investments for the Program Account.
- c) Additions and Withdrawals of Program Assets. Subject to the Program's Terms and Conditions, the procedures of the Custodian, and to usual and customary securities settlement procedures, you may make additions to and withdrawals of Program Assets from the Program Account at any time; provided, we may exercise our right to terminate this Agreement and close the Program Account if the value falls below the minimum account size stated in this Agreement.

## 9) MINIMUM ACCOUNT SIZE; MINIMUM FEE

- a) No Minimum Account Size. We do not require a minimum account size.
- b) No Minimum Fees. We do not charge a minimum fee.

## 10) NON-EXCLUSIVE RELATIONSHIP

You acknowledge and agree that we may provide investment advisory services to other clients and receive fees for such services. The advice given and the actions taken with respect to such other clients, or with respect to accounts owned or controlled by us, the Representative, members, directors, officers, employees or agents may differ from advice given or the timing and nature of actions taken with respect to your account. You further recognize that transactions in a specific security may not be accomplished for all of our accounts at the same time or at the same price. You acknowledge that in managing the Program Account, we may purchase or sell securities in which we, the Representative, or our officers, directors, employees, or agents have or may acquire, directly or indirectly, a position or interest.



## 11) PROXY VOTING

We shall not have any obligation or authority to take any action or render any advice with respect to the voting of proxies for securities held for the Program Account. You (or the plan fiduciary in the case of an Account subject to the provisions of the Employee Retirement Income Security Act of 1974 ["ERISA"]) expressly retain the authority and responsibility for voting all proxies, and we are expressly precluded from rendering any advice or taking any action with respect to the voting of any proxies.

## 12) ASSIGNMENT

This Agreement shall be binding on Client's successors, administrators, and permitted assigns. We may not assign (as that term is defined under the Investment Advisers Act of 1940, as amended) this Agreement without your consent. Your consent to an assignment may be oral, and may be obtained through "negative consent" (among other permissible methods) in a manner consistent with our understanding of guidance of the Securities and Exchange Commission or its Staff.

## 13) TERM AND TERMINATION

- a) Agreement in Effect as of Effective Date. This Agreement shall be in effect as of the Effective Date and shall continue until terminated by either party at any time without penalty upon written 30 days' written notice to the other party. Such termination shall not, however, affect liabilities or obligations incurred or arising prior to such termination.
- b) Client Responsibility Upon Termination. Upon termination of this Agreement, you shall have the exclusive responsibility for managing your assets, and we shall have no further obligation to act or provide advice with respect to the Program Account or your assets. After this Agreement has been terminated: you will be charged commissions, sales charges, and transaction, clearance, settlement, and custodial charges, at prevailing rates, by any broker-dealer; you will be responsible for monitoring all transactions and assets; and we shall not have any obligation to monitor or make recommendations with respect to the account or those assets.
- c) Refund Upon Termination. Recognizing that Advisory Fees are payable in arrears, if you terminate this Agreement within five (5) business days of the Effective Date, and for some reason you have prepaid any Advisory Fees, you shall receive a full refund thereof. Alternatively, if this Agreement is terminated more than five (5) business days after the Effective Date, and for some reason you have prepaid any Advisory Fees, any prepaid Advisory Fees (if any) shall be applied to the prorated Advisory Fees payable for the last calendar month based on the number of days this Agreement was in effect during such month and the unearned portion shall be refunded to you within 30 days, and the Program Account shall be charged for any balance due. Upon termination of this Agreement, the Program Account will be charged the customary fees and commissions charged by Custodian and the Custodian's fees for its services with respect to closing the Program Account and holding, transferring or liquidating the Program Assets.

## 14) REPRESENTATIONS

Each individual acting on behalf of a municipality, corporation, partnership or limited liability company (each of which is referred to as a "person") represents that the execution of this Agreement has been duly authorized by appropriate action of the governing body of such person, and that such individual has full power and authority to enter into this Agreement on behalf of such person; (ii) the terms hereof do not violate any agreement or obligation by which such individual or person is bound, whether arising by contract, operation of law, or otherwise; (iii) this Agreement has been duly authorized by such person and shall be binding according to its terms; and agrees to advise Advisor of any material change in such individual's authority or the propriety of maintaining the Program Account. Client shall deliver to Advisor evidence of any such individual's authority to act on behalf of Client, as Advisor or any Custodian shall request from time to time.

## 15) RISK AND LIABILITY

- a) Risk of Loss. Client recognizes that there may be loss or decline in the value of any of the Program Assets. Client represents that neither Advisor, nor Advisor's affiliates or anyone associated with Advisor (including without limitation Representative, or any directors, officers, employees or agents) has made any guarantee, either oral or written, that the Program Account's investment objectives will be achieved. Neither Advisor nor any of its affiliates or such persons shall be liable for any loss incurred by reason of any act or omission by Custodian, or a third party. Nothing in this Agreement shall constitute a waiver or limitation of any rights that you may have under applicable state or federal law, including without limitation the state and federal securities laws.
- b) Errors and Omissions Insurance. Advisor shall provide and maintain at its own expense during the term of this Agreement Errors and Omissions Insurance or Professional Liability Insurance covering the negligent acts, errors or omissions in the performance of professional services. Failure on the part of Advisor to produce or maintain the insurance shall constitute a material breach of contract upon which Client may immediately terminate this Agreement.

## 16) LEGAL PROCEEDINGS

Neither Advisor nor anyone associated with Advisor or Advisor's affiliates (including without limitation Representative) shall render advice or take any action with respect to legal proceedings involving or related to any of the Program Assets, or the issuers thereof, including without limitation, bankruptcies or class action lawsuits. You hereby expressly retain the right and obligation to take all action necessary to file responses, proofs of claim, or pleadings, and take all other actions related to any such proceeding.

## 17) NOTICES AND DOCUMENTS

- a) Any notice or document (including an executed counterpart of this Agreement) required or permitted by this Agreement shall be sufficient if made in writing, signed by the communicator, and sent by pre-paid first-class United States Mail or by pre-paid overnight delivery through a national delivery service, or transmitted by facsimile transmission to the addressee.
  - (i) Any notice or document which is mailed shall be deemed to have been given on the third business day after the date of mailing; provided, an executed counterpart of this Agreement shall be deemed to have been given on the date of mailing; and
  - (ii) Any such notice or document which is transmitted by facsimile or by pre-paid overnight delivery through a national delivery service shall be deemed to have been given on the business day following the business day on which it is transmitted or deposited with the national delivery service; provided, an executed counterpart of this Agreement shall be deemed to have been given on the date of transmission or deposit with the delivery service;
  - (iii) All notices or communications to Advisor shall be sent to Advisor's principal business location, or to the facsimile number at its principal business location, addressed to the attention of the President, as shown on the front of this Brochure.
  - (iv) All notices or communications to the client will be sent to the address or facsimile number for client, as shown on Advisor's records pertaining to client or the Program Account.
- b) If client consents to electronic delivery of Electronic Communications, as described below, the parties may use such methods to deliver notices and documents required or permitted by this Agreement (including an executed counterpart of this Agreement), in addition to the methods described in subparagraph (a) above. In that event, delivery of the notice or document shall occur upon the recipient's actual receipt of the Electronic Communication (for example, a text message, or email message actually received in the recipient's agreed email account); or notice of availability of the Electronic Communication (for example, notice that a message or attachment is available on Advisor's website) in a manner consistent with such paragraph.



## 18) CONSENT TO ELECTRONIC DELIVERY

- a) You hereby agree that if you provide us an Email Address (on the Signature Page to this Agreement or in any subsequent communication), we may, but we are not required to, deliver electronically to you, and you hereby consent to receive electronically, instead of receiving paper documents, any or all of the Electronic Communications (described below), on the terms and conditions described in this paragraph and in the Terms And Conditions For Electronic Delivery, which is incorporated herein by this reference. The agreements and consents in this paragraph are referred to as the "Consent."
- b) The "Electronic Communications" means all disclosures, notices, and other communications relating to the account established between Client and Advisor pursuant to this Agreement (including an executed counterpart of this Agreement), or otherwise related to Advisor's obligations or position as Client's investment adviser, other than any document Client has specifically requested to be delivered in paper form. Client agrees that the following documents and all annual amendments and any notices related to them may be treated as Electronic Communications and may be delivered to Client electronically, in Advisor's discretion:

Form ADV, Part 2A Brochure and Part 2B Brochure Supplement for Representatives and other Supervised Persons; Summary of Material Changes to the Brochure; Notice of Privacy Policies; annual amendment of any of such documents; any disclosure, notice, consent, "negative consent," or document that Advisor (or any successor) is required or permitted to provide or deliver in connection with any business reorganization, sale, transfer, or assignment; and any other disclosure, notice, consent, "negative consent," or document that Advisor (or any successor or affiliate) is required or permitted to provide or deliver to Client under the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, the Investment Advisers Act of 1940, or the Rules of the Securities and Exchange Commission.

- c) The Consent is effective on the Effective Date and will remain in effect until you or we revoke it. Each person included as a "Client" may revoke or restrict the Consent at any time as to such person and receive in paper form any or all documents required to be provided to such person in paper form, by written notice sent to the following address: **Ehlers Investment Partners, LLC, Attention: Compliance, 3060 Centre Pointe Drive, Roseville, MN 55113 (the "Notice Address")**. The legal effectiveness and validity of an Electronic Communication that was valid and proper when delivered shall not be affected by any subsequent revocation or restriction of the Consent, or subsequent request for delivery of paper copies of Electronic Communications.
- d) You may also request paper copies of any Electronic Communication without revoking the Consent by written request to the Notice Address. We may charge a reasonable fee for paper copies of any Electronic Communication otherwise deliverable to you electronically; provided, we shall not charge any fee for delivery of the Brochure, summary of material changes to the Brochure, Brochure Supplement, Notice of Privacy Policy, or any other document we are required by law to provide to you without charge.

## 19) GOVERNING LAW

This Agreement and all the terms herein shall be construed and governed according to the laws of the State of Minnesota, without giving effect to principles of conflict of laws, provided that there is no inconsistency with federal laws.

## 20) ENTIRE AGREEMENT

This Agreement (including without limitation the exhibits to this Agreement) represents the parties' entire understanding with regard to the matters specified herein, and no other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any party to the other party concerning the subject matter of this Agreement. This Agreement supersedes all prior understandings and agreements between Client and Advisor relating to the subject matter of this Agreement.

## 21) SEVERABILITY

The provisions of this Agreement shall be severable. If any part of this Agreement is found to be invalid or unenforceable by statute, rule, regulation, decision of a tribunal, or otherwise, such finding shall not affect the validity or enforceability of the remainder of this Agreement.

## 22) AMENDMENTS

We shall have the right to amend this Agreement by modifying or rescinding any of its provisions (including without limitation, the Fee Schedule and Advisory Fees) or by adding new provisions; and any such modification, rescission, or new provision shall be effective as of the first day of the first calendar quarter beginning 30 days or more after we notify you, unless you terminate this Agreement prior to such effective date.

## 23) PRE-DISPUTE ARBITRATION AGREEMENT

**Any controversy or dispute that may arise concerning the Account, any transaction in or for the Account, or the construction, performance or breach of this Agreement shall be settled by arbitration. Any arbitration shall be pursuant to the Commercial Arbitration Rules of the American Arbitration Association, and its Supplementary Procedures for Securities Arbitration; and the arbitration panel shall consist of at least three individuals, with at least one panelist having knowledge of investment advisory activities. Judgment upon the award may be entered into by any court, state, or federal, having jurisdiction.**

The parties agree that any arbitration proceeding shall be held in Waukesha, Wisconsin, or as close thereto as reasonably possible, as determined by the Commercial Arbitration Rules of the American Arbitration Association, and its Supplementary Procedures for Securities Arbitration.

- Arbitration is final and binding on all parties.
- The parties are waiving their right to seek remedies in court, including the right to a jury trial, except to the extent such a waiver would violate applicable law.
- Pre-arbitration discovery is generally more limited than and different from court proceedings.
- The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or seek modification of rulings by the arbitrators is strictly limited.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action, or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (a) the class certification is denied; (b) the class is decertified; or (c) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated.
- The agreement to arbitrate does not entitle Client to obtain arbitration of claims that would be barred by the relevant statute of limitations if such claims were brought in a court of competent jurisdiction. If at the time a demand for arbitration is made or an election or notice of intention to arbitrate is served, the claims sought to be arbitrated would have been barred by the relevant statute of limitations or other time bar, any party to this Agreement may assert the limitations as a bar to the arbitration by applying to any court of competent jurisdiction. Client expressly agrees that any issues relating to the application of a statute of limitations or other time bar are referable to such a court. The failure to assert such bar by application to a court, however, shall not preclude its assertion before the arbitrators.



## **24) MISCELLANEOUS**

All paragraph headings are for convenience of reference only, do not form part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, and shall be binding on the parties as if executed in one document.

## **25) THE EFFECTIVE DATE; THE PARTIES**

Once this Agreement has been executed on behalf of Adviser and Client, the “Effective Date” shall occur on the earlier of (i) the date a fully executed counterpart of this Agreement is deemed to be received by the other party following mailing, facsimile transmission, deposit with national delivery service, or electronic transmission by the last party to execute this Agreement, pursuant to paragraph 17; (ii) the date the last party to execute this Agreement otherwise communicates acceptance of this Agreement to the other party (which may be oral); or (iii) the date Advisor begins to provide advisory services pursuant to this Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]



## SIGNATURE PAGE

CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, INCLUDING THE PRE-DISPUTE ARBITRATION CLAUSE AT PARAGRAPH 23 BEGINNING ON PAGE 11.

Each person executing this Agreement on behalf of Client acknowledges they have received, read, and understand this Agreement and the Program.

**CLIENT:**

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title or Capacity


\_\_\_\_\_  
Taxpayer Identification Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State ZIP

**Date of Execution:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**EHLERS INVESTMENT PARTNERS, LLC**  
3060 Centre Pointe Drive, Roseville, MN 55113

By:   
Ryan Miles, Managing Director-Investments

**Date of Execution:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**CLIENT:**

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title or Capacity

\_\_\_\_\_  
Taxpayer Identification Number

\_\_\_\_\_  
Street Address *(only if different from first Client)*

\_\_\_\_\_  
City State ZIP

**Date of Execution:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**NAME OF REPRESENTATIVE:**

**NAME OF INITIAL CUSTODIAN:**

**Email Address for Electronic Communications:** \_\_\_\_\_

By providing an Email Address above, Client consents to the terms of paragraph 18 of the Advisory Agreement and the accompanying **TERMS AND CONDITIONS FOR ELECTRONIC DELIVERY**, and agrees that Advisor may, but is not required to, deliver **Electronic Communications** to Client at or through the Email Address for all accounts Client establishes with Advisor, until such consent is revoked, as provided in the Advisory Agreement.





## EXHIBIT TO INVESTMENT ADVISORY AGREEMENT TERMS AND CONDITIONS FOR ELECTRONIC DELIVERY

*(Except as provided below, terms used in this Exhibit have the same meanings as provided in the Advisory Agreement to which this Exhibit is an exhibit.)*

Client agrees Advisor may deliver Electronic Communications to Client using any method or technology now or hereafter permissible pursuant to rules or guidance of the Securities and Exchange Commission or its Staff. This currently includes using any of the following:

**Email:** Advisor may send an electronic mail message ("email") to the email address designated by Client in the Advisory Agreement or in any separate communication from Client to Advisor (the "Email Address"), and Advisor may attach Electronic Communications to the email or may include in the email a hypertext link with the Internet address (URL) where the Electronic Communication can be accessed, or

**Website Communications:** Advisor may notify Client, by paper document or by an email sent to the Email Address, that an Electronic Communication is available for electronic delivery (download) from a Website identified in such notice, and will provide instructions explaining the delivery process. Client may be required to establish an account, UserID, and password to access or download the Electronic Communication.

Client acknowledges that technical or other problems may result in Client not receiving Electronic Communications from Advisor. Client agrees that if a hypertext link to an Electronic Communication does not work or if Client is otherwise unable to access or download an Electronic Communication, Client will notify Advisor in writing at the Notice Address and request a paper copy of the Electronic Communication.

Client agrees to access and review promptly Electronic Communications sent to the E-Mail Address and, if applicable, through any account for Client on Advisor's or a Custodian's Website, to ensure Client is aware of time-sensitive information. Client agrees to notify Advisor, in writing (written or electronic), of any discrepancies within ten business days after Advisor sends an email or makes other Electronic Communication available to Client.

Each Electronic Communication (and the information therein) shall be deemed to be accurate and true unless Client notifies Advisor, in writing, of any discrepancy within such ten-day period. Client's notices of discrepancies shall be sent to Advisor at the Notice Address and must include the name(s) of the account holder(s) of the Account to which such discrepancy pertains.

Client understands and agrees that Client is responsible for establishing and maintaining the Email Address and access

to the Internet. Advisor is not responsible for Client's access or lack of access to the Email Address or the Internet. It is Client's obligation to notify Advisor of Client's Email Address, and of any changes to or problems with the Email Address. Advisor may take up to ten business days to take action in response to Client's notice of a change to or problems with the Email Address. All notices regarding the Email Address must be in writing and sent to Advisor at the Notice Address. Advisor will deliver paper copies of Electronic Communications in the event it becomes aware that the Email Address is not valid or accessible.

Client understands and agrees that Advisor may include Client's personal financial information in Electronic Communications, even though there is a risk of disclosure to or receipt by unintended third parties. Advisor will implement reasonable precautions to ensure the integrity, confidentiality, and security of Electronic Communications. Client acknowledges that the Internet is not a secure communications network. Electronic Communications are not encrypted. If Client uses an email address provided by or through an employer or third-party, such employer or third-party, any of their employees, or other persons may have access to Client's Electronic Communications. There is a risk that Electronic Communications may be delivered to an incorrect email address or intercepted by third parties. Unauthorized parties may access communications transmitted over the Internet.

After Advisor has sent or made an Electronic Communication available to Client, Client shall be responsible for maintaining the confidentiality of such Electronic Communication (and any personal financial information therein). Client is responsible for preventing unauthorized access to the Electronic Communications through Client's computer and through unauthorized use of Client's UserID or password. Advisor is not liable for unauthorized access to Electronic Communications, or Client's personal financial information arising from or as a result of third parties obtaining access to Client's computer, Client's UserID or password, or the Email Address. Client agrees to notify Advisor immediately if Client suspects or becomes aware of any unauthorized access to Electronic Communications, or Client's personal financial information.

Advisor will provide Electronic Communications free of charge. However, Client may incur costs to third parties (such as Internet Service Providers and email service providers) in connection with accessing the Internet, establishing and maintaining the Email Address, or



downloading, printing or storing Electronic Communications.

Client is responsible for having any necessary hardware, software or other technology to access the Internet, the Email Address, and the Electronic Communications. To receive Electronic Communications, Client will need: a personal computer with appropriate browser software installed, such as Microsoft Internet Explorer® 9.0 or higher (available free of charge at [www.microsoft.com](http://www.microsoft.com)) or equivalent, capable of accessing the Internet and viewing web pages; a connection to the Internet via an Internet Service Provider or similar facility; a monitor; and a valid and accessible Email Address. To retain Electronic Communications, Client will need a printer (for printed copies), or hard drive or other electronic storage device with sufficient free space to download and store the Electronic Communications. Client may download and save, or print the Electronic Communications. Client is solely responsible for performing such downloads, for storing and protecting downloaded Electronic Communications, and for the costs of printing paper copies. Electronic Communications may be formatted in Adobe Acrobat's portable document format ("PDF"), hypertext mark-up language ("HTML") or other file formats Advisor deems appropriate. In order to view or print documents

provided in PDF, Client must obtain Adobe Acrobat Reader® 6.0 or higher, which is available free of charge at Adobe's website (located at [www.adobe.com](http://www.adobe.com)) and install it on Client's computer. If Advisor changes to a format other than HTML or PDF, it will provide reasonable advance notice of any new hardware and software requirements for accessing and retaining the information, and access to appropriate software and technical assistance, if necessary, with respect to such change.

Client agrees that Electronic Communications delivered to Client by any of the methods permitted under the Consent will be treated as having been delivered to Client when Advisor sends or makes the Electronic Communication available to Client, regardless of when Client actually accesses the Electronic Communication.

Client may use email to deliver instructions or orders, to request or authorize any financial transaction, or to provide any notice that requires real-time communication or written authorization, whether required by law, rules of any exchange or regulatory body, or Advisor's policies. However, any instruction, request, order, authorization, or notice sent by Client via e-mail may not be effective or processed by Advisor; and Advisor shall not be responsible for any loss or damage arising from or as a result of any such item not being effective or processed.





## SCHEDULE OF FEES

Fee schedule for the \_\_\_\_\_ ("Client") for services related to Investment Advisory Agreement dated \_\_\_\_\_ between Client and Ehlers Investment Partners, LLC ("Adviser").

Investment advisory fees shall be incurred for all assets under the management of Adviser. Investment advisory fees will be charged according to the schedule below based on average daily assets under management calculated on market value of said assets, payable monthly. Fees are all inclusive of other services provided by Adviser to the Client under an investment advisory engagement.

<u>ASSETS UNDER MANAGEMENT</u>	<u>ANNUALIZED RATE</u>
Less than \$5 million	0.250%
Over \$5 million, but less than \$10 million	0.225%
Over \$10 million, but less than \$15 million	0.200%
Over \$15 million, but less than \$20 million	0.175%
Over \$20million, but less than \$25 million	0.150%
More than \$25 million	0.125%

Initial cash forecast services and investment recommendations are provided at no charge. Fees as described above apply to actual assets under management if/when investment plan(s) are implemented. Fee arrangements will be memorialized under the Investment Advisory Agreement.

If Client engages Adviser to perform other services not related to cash forecasting or investment management, all services provided to Client by Adviser will be billed based on hours spent at the rate of \$200.00 per hour, or an agreed-upon flat fee amount.

## **Earned Sick and Safe Leave Policy**

This Earned Sick and Safe Leave policy applies to all employees (including temporary and part-time employees) performing work for at least 80 hours in a year for the City. For purposes of this policy, a year is defined as a calendar year.

### **Earned Sick and Safe Leave**

Regular full-time employees will receive 48 hours of earned sick and safe leave (ESSL) on January 1 of each calendar year. Regular full-time employees beginning employment after the start of the calendar year on January 1, will receive a pro-rated amount of ESSL, reflective of 1 hour for every 30 hours worked.<sup>1</sup>

Regular part-time, temporary part-time, and seasonal/recreational employees will accrue 1 hour of ESSL for every 30 hours worked, up to a maximum 48 hours of ESSL per year. Part-time paid on-call firefighters shall accrue ESSL in accordance with the policy. Use of accrued ESSL by firefighters shall not be used for pension benefit credit.

### **Earned Sick and Safe Leave Pay Out for Regular Full-time Employees**

Regular full-time employees are eligible for a pay out of unused ESSL at the end of the year at the employee's hourly rate of pay. In lieu of pay out, regular full-time employees may choose, but are not required, to convert unused ESSL to regular vacation time into the following year. Employees electing to convert unused ESSL to regular vacation time at the end of the year, must notify the City's human resources department by the first pay period in December of each calendar year with payout on the last pay period of each calendar year.

### **Earned Sick and Safe Leave Carryover**

Regular part-time, temporary part-time, and seasonal/recreational employees are eligible to carry over accrued but unused ESSL into the following year, but the total ESSL hours shall not exceed 80 hours at any given time. Pay out of unused ESSL is not available for regular part-time, temporary part-time, and seasonal/recreational employees.

### **No Payout at Separation**

In case of separation, voluntary or involuntary, from employment, the City is not required to pay out accrued and unused ESSL to any employees.

### **Earned Sick and Safe Leave Use**

ESSL may be used as it is available or accrued in increments of 0.25 hours of time tracked by the City's payroll system for the following circumstances:

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<sup>1</sup> Calculation is based on 2,080 expected hours worked in a year and is subject to adjustment prior to carry-over or payout.

An employee's own:

- Mental or physical illness, injury or other health condition
- Need for medical diagnosis, care or treatment, of a mental or physical illness
- Injury or health condition
- Need for preventative care
- Closure of the employee's place of business due to weather or other public emergency
- The employee's inability to work or telework because the employee is prohibited from working by the city due to health concerns related to the potential transmission of a communicable illness related to a public emergency, or seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and the employee has been exposed to a communicable disease or the city has requested a test or diagnosis.
- Absence due to domestic abuse, sexual assault, or stalking of the employee provided the absence is to:
  - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
  - Obtain services from a victim services organization
  - Obtain psychological or other counseling
  - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking
  - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking
- Care of a family member:
  - With mental or physical illness, injury or other health condition
  - Who needs medical diagnosis, care or treatment of a mental or physical illness, injury or other health condition
  - Who needs preventative medical or health care Whose school or place of care has been closed due to weather or other public emergency
  - When it has been determined by health authority or a health care professional that the presence of the family member of the employee in the community would jeopardize the health of others because of the exposure of the family member of the employee to a communicable disease, whether or not the family member has actually contracted the communicable disease
- Absence due to domestic abuse, sexual assault or stalking of the employee's family member provided the absence is to:
  - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
  - Obtain services from a victim services organization
  - Obtain psychological or other counseling
  - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking

- Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking
- For ESSL purposes, family member includes an employee's:
  - Spouse or registered domestic partner
  - Child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis
  - Sibling, step sibling or foster sibling
  - Biological, adoptive or foster parent, stepparent or a person who stood in loco parentis when the employee was a minor child
  - Grandchild, foster grandchild or step grandchild
  - Grandparent or step grandparent
  - A child of a sibling of the employee
  - A sibling of the parent of the employee or
  - A child-in-law or sibling-in-law
  - Any of the above family members of a spouse or registered domestic partner
  - Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship
  - Up to one individual annually designated by the employee

### **Advance Notice for Use of Earned Sick and Safe Time**

If the need for ESSL is foreseeable, the City requires seven days' advance notice. However, if the need is unforeseeable, employees must provide notice of the need for ESSL as soon as practicable. When an employee uses ESSL for more than three consecutive days, the City may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave). However, if the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation may include a written statement from the employee indicating that the employee is using, or used, ESSL for a qualifying purpose. The City will not require an employee to disclose details related to domestic abuse, sexual assault, or stalking or the details of the employee's or the employee's family member's medical condition. In accordance with state law, the City will not require an employee using ESSL to find a replacement worker to cover the hours the employee will be absent.

### **Benefits and Return to Work Protections**

During an employee's use of ESSL, an employee will continue to receive the City's employer insurance contribution as if they were working, and the employee will be responsible for any share of their insurance premiums.

An employee returning from time off using accrued ESSL is entitled to return to their City

employment at the same rate of pay received when their leave began, plus any automatic pay adjustments that may have occurred during the employee's time off. Seniority during ESSL absences will continue to accrue as if the employee has been continually employed.

When there is a separation from employment with the City and the employee is rehired again within 180 days of separation, previously accrued ESSL that had not been used will be reinstated. An employee is entitled to use and accrue ESSL at the commencement of reemployment.

### **Retaliation Prohibited**

The City shall not terminate, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting ESSL rights, requesting an ESSL absence, or pursuing remedies. Further, use of ESSL will not be factored into any attendance point system the City may use. Additionally, it is unlawful to report or threaten to report a person or a family member's immigration status for exercising a right under ESSL.

If an employee believes they have been retaliated against or improperly denied ESSL rights under law, they can report the issue to the City's human resources department or file a complaint with the Minnesota Department of Labor and Industry.

### **THIRD AMENDMENT OF LEASE**

This Third Amendment to Lease (Third Amended Lease) is hereby made and entered into by and between Nobles County, a political subdivision of the State of Minnesota, Lessor, hereinafter referred to as "Lessor" and "County"; and the City of Worthington, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "Lessee" and "City". Lessor and Lessee are also jointly referred to as the "Parties" and singularly as a "Party."

Whereas, the Parties entered into that certain Lease dated June 4, 2002; and

Whereas, the Parties amended that certain Lease (First Amended Lease) dated October 4, 2016; and

Whereas, the Parties amended that certain First Amended Lease with the Second Amended Lease to provide for the reimbursement of outstanding capital expenditures made to the Prairie Justice Center (PJC); and

Whereas, the Parties now desire to amend that certain Second Amended Lease to establish a lease percentage rate index amount or benchmark which establishes the annual interest rate placed upon this lease agreement.

### **THEREFORE, IT IS AGREED AS FOLLOWS:**

1. **AMENDMENT.** The Lease dated October 4, 2016 is hereby amended as follows:

#### **RENT**

These capital reimbursement payments will be due from the City to the County in one annual payment, the first being due on January 1, 2023 and continuing in 6 annual installments. The first installment (2023) and the second installment (2024) will be in the amount of \$197,500.00. The remaining balance, beginning January 1, 2025, will be amortized annually by the County and shared with the City by July 15<sup>th</sup> of each remaining year of the agreement to communicate the expected payment for the following January 1<sup>st</sup> payment. That expected and amortized payment will constitute principle plus a simple interest rate. That simple interest rate will be equal to the "Minnesota Association of Governments Investing for Counties (MAGIC)" "Current Rate" established for July 1<sup>st</sup> for each remaining year of the Agreement.

Once the City has satisfied its share of the capital reimbursement payments, the City's annual rent shall decrease to the sum of One Dollar (\$1.00), due and payable on January 1 of the following year, unless a new agreement is reached or this Agreement is otherwise terminated by either Party in accordance with the Lease or the current Agreement to Operate.

2. Any provision of the First Amended Lease, Second Amended Lease, or current Agreement to Operate not amended by this Agreement will remain in effect.
3. To the extent there is any conflict between the terms of this Agreement and any prior Lease or Agreement to Operate, this Agreement will control.

Agreeing to all of these terms, authorized representatives of the parties have signed below on the \_\_\_\_ day of \_\_\_\_\_, 2023.

Nobles County



Robert Demuth, Jr.  
Chairman of the Board



Bruce A. Heitkamp  
County Administrator

City of Worthington

\_\_\_\_\_  
Rick VonHoldt  
Mayor

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

## PUBLIC SAFETY MEMO

**DATE: DECEMBER 8, 2023**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

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

**CASE ITEMS**

**1. APPROVAL OF DEPUTY CHIEF POSITION GUIDELINES AND SALARY GRADE**

Administration is requesting the reinstatement of the Deputy Chief position within the police department. The Deputy Chief position would replace the Captain position and better represents the responsibilities of the individual that serves as the second in command of the Worthington Police Department. The Deputy Chief is an Exempt Grade 7 (E-7) in accordance with the City Compensation Administration Plan. The position guidelines are included as *Exhibit 1*.

Council action is requested to approve the Deputy Chief Position Guidelines within the City's Position Classification Plan.



**CITY OF WORTHINGTON****POSITION GUIDELINES****JOB TITLE:** Deputy Chief                      **CLASSIFICATION:** Exempt**DIVISION:** Public Safety      **DATE APPROVED:** \_\_ - \_\_ -23

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**SUMMARY**

Assists the Police Chief in departmental planning and provides day-to-day direction of Police activities in the City of Worthington in order to protect lives and property, prevent crime, investigate crime, enforce all laws and ordinances and maintain public order.

Supervises and performs investigations, traffic and other law enforcement activities during the day. The main emphasis is supervising the implementation of plans and directions as prescribed by the Police Chief.

**ACCOUNTABILITIES**

Reports to: Police Chief

Supervises: Police Sergeants, Dispatch Supervisor, Community Service Officers and others assigned under his/her supervision by the Police Chief.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

1. Assists the Police Chief in determining and achieving methods to accomplish departmental objectives and in developing standards and regulations for departmental field and office work.
2. Supervises the daily activities of Police Officers, Police Sergeants, Community Service Officers and the Dispatch Supervisor. This involves scheduling and assigning work, reviewing reports, and ensuring that appropriate follow up actions are taken and mandated reporting requirements are met.
3. Assists the Police Chief in administrative activities, and serves as Police Chief in the Chief's absence. Administrative duties include assisting in future planning, budget request development, and required reports. Monitors subordinate's effectiveness, and assists the Police Chief in development of new police procedures where needed or desirable.
4. Implements Police Officer training and preparedness and participates in direct, departmental training programs. Oversees the availability of departmental supplies and related equipment maintenance.

5. Actively supports good community relations through courteous and professional dealings with individuals and the public in general. Routinely participates in public relations programs, addresses various civic and community groups and works with groups and safety programs in addition to handling of complaints and other normal citizen contacts.
6. Implements Community Oriented Policing methods in the Patrol and Investigative sections.
7. Assists the Police Chief in conducting administrative investigations in the alleged wrongdoing or misconduct of any agency employee.
8. Assists the Police Chief in overseeing emergency management coordination for the City of Worthington, which includes the formulation of emergency management plans.
9. Assists with record keeping, reporting functions and communications procedures. Ensures proper recording and retention of police records and prepares correspondence or special reports as requested by the Police Chief.
10. Supports organization effectiveness by promoting positive attitudes toward departmental policies, morale and disciplinary procedures.
11. Testifies in court and assists other Police Officers in their preparation to give testimony. Assists attorneys in their prosecution of offenders.
12. The foregoing statements describe the principal functions of this position, but shall not be construed as an exclusive listing of all inherent requirements for the position.

#### PERIPHERAL DUTIES

Serves on employee and community committees as assigned.

Attends seminars and workshops related to or relevant to the duties of the position.

#### EQUIPMENT

Motorized vehicles, firearms, personal computers, radio equipment, copy machine, fax machine, calculators, video equipment, audio recording equipment, and telephone.

#### PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to stand; walk; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and taste or smell.

The employee must frequently lift and/or move up to 25 pounds and may occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

### WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee typically works an 8-hour workday in an office setting.

The noise level in the work environment is usually low to moderate.

### JOB REQUIREMENTS

1. Minimum Qualifications  
Five years law enforcement supervisory experience with eight years of law enforcement work. Requires knowledge gained through specialized courses in law enforcement acquired by completing four years of college with bachelor's degree in law enforcement or comparable field of study.
2. Desirable Education and Experience  
Eight years law enforcement supervisory experience with ten years of law enforcement work. Requires knowledge gained through specialized courses in law enforcement acquired by completing four years of college with bachelor's degree in law enforcement or comparable field of study.
3. Certification Required  
Must be licensed by the Minnesota Board of Peace Officers Standards and Training, and must have and maintain a valid State of Minnesota driver's license.

**PUBLIC WORKS MEMO**

**DATE: DECEMBER 6, 2023**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

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

**CASE ITEMS****1. YMCA 2024 SUMMER YOUTH RECREATION PROGRAMS AGREEMENT**

The City of Worthington contracts with the Worthington Area YMCA to promote, manage, and operate the City's summer youth recreation programs for its residents. The Park Advisory Board, at their November 29, 2023, meeting, unanimously approved a motion to enter into an agreement with the YMCA for 2024.

Attached is the agreement (***Exhibit 1***) commencing on January 1, 2024 and terminating on December 31, 2024. The management fee paid by the City of Worthington to the YMCA for 2024 is \$64,500.00, a 5% increase over 2023, to be paid in twelve monthly installments.

Council action is requested to approve the 2024 YMCA agreement.

**2. WATER WORLD 2024 FEES**

The City of Worthington contracts with the Worthington Area YMCA to promote, manage and operate the City's Water World Aquatic Center. The Fees charged for use of this facility will be recommended to staff by the YMCA and annually set by the Worthington City Council.

The Park Advisory Board, at their November 29, 2023, meeting, unanimously approved a motion to increase these fees by 3% for all season passes and add additional rental rates for certain functions. These proposed changes are highlighted in ***Exhibit 2***.

Council action is requested to approve the 2024 Water World Fees.

**3. APPROVE 2024 PARK USER FEES AND CAMPGROUND RATES**

The Park and Recreation Advisory Board, at its November 29, 2023 meeting, has reviewed and proposed that there be no change to the 2024 Park Fees and numerous changes to the 2024 Olson Park Campground fees as shown in ***Exhibit 3***. Staff will update council on these proposed changes.

Council action is requested to approve the 2024 Olson Campground rates and the 2024 Park User fees.

#### 4. **ADOPT RESOLUTIONS ACCEPTING PARK BENCH DONATIONS**

The Park and Recreation Advisory Committee has received four request to place benches in a city parks and along city trails. The request are as follows:

- Krista Terrones to place a bench in Chautauqua Park and a bench in Cherry Point Park in memory of Leo and Mary Ollendick.
- Nic and Kara Kramer to place a bench along the County 35 Trail in memory of Emmitt Adrian Gonzalez.
- Enrique Olivares to place a bench on the dock at Ludlow Park in memory of Nick Olivares.

The applications and resolutions accepting the donations of the benches are included as ***Exhibit 4 - 6***. The donations meet all the requirements as set forth in the Park Donation policy adopted by City Council. The Park and Recreation Advisory Board recommends the City Council accept the donations.

Council action is requested to adopt the resolutions accepting the donation of park benches as presented, and authorize the Mayor and City Clerk to sign any necessary agreements.

**CITY OF WORTHINGTON-WORTHINGTON AREA “Y” AGREEMENT**

This agreement made this 11th day of December, 2023, between the City of Worthington, a Municipal Corporation under the laws of the State of Minnesota, with offices at 303 Ninth Street, P.O. Box 279, Worthington, MN 56187, hereafter referred to as “City”; and the Worthington Area “Y”, a nonprofit corporation organized under the laws of the State of Minnesota with office at 1501 Collegeway, Worthington, MN 56187, hereinafter referred to as the “Y”.

Whereas, the City desires to hire the “Y” to promote and manage the City’s summer youth recreation programs for its residents to include but not limited to; tennis, track and field, baseball, girls’ softball, soccer and fun and adventure camp through the provision of staff and all related materials needed to provide for the City’s summer youth recreational programs; and

Whereas, the “Y” has the expertise in promoting, managing and operating such programming;

Now therefore, in consideration of the mutual promises set forth herein it is agreed by and between City and the “Y” as follows:

1. The “Y” shall be responsible:
  - a. To promote, manage and operate the City’s summer youth recreation program.
  - b. To review with the City’s Park and Recreation Advisory Board and City Council, the proposed summer recreation program to be offered for 2024, prior to the distribution of any promotional materials. This shall include, at a minimum, detailed description of program offering, start/end date, location site for each program, program fees and hours of each program.
  - c. To develop, promote, manage and operate summer programs to include tennis, track and field, baseball, girls’ softball, soccer and fun and adventure camp program. These programs have been a part of previous agreements.
  - d. To develop, promote, manage and operate new youth program offerings which have not been a part of previous agreements.
  - e. To develop and distribute a summer recreation brochure, exclusively, detailing the City’s summer recreation programs, registration requirements, fee and a detailed description and schedule of program activities. This shall be completed by distributing brochures within School District 518 Prairie Elementary and Middle School, St. Mary’s Catholic School and Worthington Christian School. The brochure shall also be a part of the YMCA’s summer

promotion brochure distributed through the local media.

- f. To arrange for the locations for each program.
- g. To actively promote participation in the summer recreation programs.
- h. To locate, interview and hire adequate qualified personnel. The personnel shall be employees of the “Y”.
- i. To purchase and provide all supplies needed to operate the summer programs.
- j. To provide, at the end of the season, a detailed report of registration and attendance for each program offering.

2. City shall be responsible:

- a. To make available the Centennial softball diamonds for the softball and baseball programs.
- b. To provide a truckster with ball field groomer/leveler for the “Y” to prepare ball fields for baseball/softball youth programs. City will be responsible for all maintenance and fuel costs for the unit.
- c. The City agree to maintain the Centennial softball diamonds for the summer youth programs offered at the facilities. Maintenance to include miscellaneous repairs to the outfield lighting, the addition of ag-lime to the infields as required, mowing, trimming and general maintenance of the turf areas and needed repairs to the security fences.

3. Program fee structure: the “Y” will be responsible to establish the participation fee for each program. The annual fee structure will be presented to the City for approval.

4. The “Y” and the City agree to work cooperatively with organized sports teams who desire to use City recreational facilities to insure the team(s) do not interfere with the organized summer youth programs. The City and the “Y” agree a fee may be collected by either party from each organized sport activity which utilizes City facilities to offset any costs incurred by either party.

5. Insurance

- a. The “Y” shall maintain occurrence-based general liability insurance covering claims for bodily or personal injury, and property damage and limits of not less than \$ 1,000,000 each claim and \$ 2,000,000 each occurrence. Each CGL policy shall name the City as an additional insured.
- b. The City shall provide liability coverage of the same requirements applicable to the “Y”. Alternatively, the City may provide equivalent liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT), using

standard LMCIT coverage's. Said coverage shall be in the minimum amount not to exceed the maximum liability applicable to municipalities under Minnesota Statutes, Section 466.04, Subd. 1, as amended. The "Y" shall be added as an additional insured to the City's coverage so as to comply with the City's defense and indemnification obligations in this agreement. Notice of cancellation shall be provided to the Y in accordance with policy terms.

- c. Each party shall insure its own personal property.
  - d. The "Y" shall maintain workers' compensation insurance in compliance with all statutory requirements of the State of Minnesota.
  - e. Each policy shall be endorsed to provide that it shall not be canceled, non-renewed, or materially changed unless at least thirty (30) days' prior written notice of cancellation or change is given to either party.
  - f. All policies shall be written by a reputable insurance company with a current AM Best Rating of A-V-II or better, and authorized to do business in Minnesota.
  - g. Certificates evidencing such insurance shall be delivered to the other party prior to the Commencement Date.
  - h. The City waives all claims against the "Y" for damage to the City's buildings, facilities or real property to the extent that such damages are covered by the City's insurance.
  - i. The "Y" shall defend and indemnify the City and its officers and employees from and against all liabilities, claims and expenses, including reasonable attorney fees, the City may incur as a result of the "Y"'s performance or failure to perform under this agreement, to the extent that such claims arise from or are caused by the "Y"'s negligence or misconduct. The City shall defend and indemnify the "Y" and its officers and employees from and against all liabilities, claims and expenses, including reasonable attorney fees, the "Y" may incur as a result of the City's performance or failure to perform its obligation under this agreement, to the extent that such claims arise from or are caused by the City's negligence or misconduct.
6. This is a twelve-month agreement commencing on the first day of January 2024 and terminating the 31<sup>st</sup> day of December, 2024. City Council appropriation of financing for similar programs for subsequent years shall not be considered an indication the city's intent to extend or renegotiate the contract. The "Y" shall submit program and contract proposals for annual review or revision of contracted services by August 1, 2024.
7. In consideration of services to be provided by the YMCA in accordance with this agreement, the City agrees to pay a management fee of \$ 64,500.00 to the YMCA. The management fee shall be paid in twelve equal monthly installments by the end of month.



8. The City also agrees the “Y” shall be the recipient of 100% of the program fees collected for each activity promoted as the City’s summer youth recreation program.
9. The “Y” agrees it shall be responsible for 100 percent of the expenditures, to include but not limited to, staff salaries, promotion materials and program expenditures for youth program offerings promoted by the YMCA and approved by the City as a city youth recreation activity.
10. The City agrees to share in the expense of the actual documented cost for any new program offerings agreed upon and approved between the City and the “Y”. The share shall be based upon the difference between the actual expenditure less revenue collected for each new program offering at the rate of a 50/50 split.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President of YMCA Board      Date  
Of Directors

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
YMCA Executive Director      Date

	2023 Price	3%	5%	7%	10%	12%	15%	17%	20%
12 yrs - 17 yrs Non- Member Seasonal	\$75.00	\$77	\$79	\$80	\$83	\$84	\$86	\$88	\$90
18 yrs + - Non-member seasonal	\$100.00	\$103	\$105	\$107	\$110	\$110	\$115	\$117	\$120
Family - Non Member Seasonal	\$150.00	\$155	\$158	\$161	\$165	\$168	\$173	\$176	\$180
Additional member after 4	\$30.00	\$31	\$32	\$32	\$33	\$34	\$35	\$35	\$36
12 yrs - 17 yrs - Member Seasonal	\$50.00	\$52	\$53	\$54	\$55	\$56	\$58	\$59	\$60
18 yrs + - Member seasonal	\$66.00	\$68	\$69	\$71	\$73	\$74	\$76	\$77	\$79
Family - Member Seasonal	\$99.00	\$102	\$104	\$106	\$109	\$111	\$114	\$116	\$119
2 & Under - Day Fee	\$2.00	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2
3 yrs - 11 yrs - Day Fee	\$6.00	\$6	\$6	\$6	\$7	\$7	\$7	\$7	\$7
12 yrs - 17 yrs - Day Fee	\$6.00	\$6	\$6	\$6	\$7	\$7	\$7	\$7	\$7
18 yrs + - Day Fee	\$8.00	\$8	\$8	\$9	\$9	\$9	\$9	\$9	\$10
Family - Day Fee	\$20.00	\$23	\$23	\$23	\$24	\$24	\$25	\$25	\$26
Day Fee additional person after 4	\$5.00	\$5	\$5	\$5	\$6	\$6	\$6	\$6	\$6
Punch Card - 10 punches/card. 1 punch = 1 entry	\$60.00								
Water World Birthday Party Rental Hours: 2 hrs	Birthday Party to include access to Water World, Downloadable Birthday Party Invitations, personalized 8.5x11 birthday sign at Waterworld entrance and Birthday Shirt for Birthday person.								
0-15 Guests	\$ 72.00	Available Times: 12 pm - 2 pm, 2 pm - 4 pm, 4 pm - 6 pm.							
16-30 Guests	\$ 144.00								
31-45 Guests	\$ 216.00								
46-60 Guests	\$ 288.00								
61-75 Guests	\$ 360.00								
76-90 Guests	\$ 432.00								
91-100 Guests	\$ 480.00								
Group Rates: school, daycares, etc.: Per Hr.	Group Rates would be during normal open swim hours.								
0-30 Guests	\$ 135.00								
31-60 Guests	\$ 270.00								
61-90 Guests	\$ 405.00								
91-120 Guest	\$ 540.00								
Maximum 700 Guests/Private Events		Private Event Rates: Pool would be closed to public during specified time.							
Per 1 hour - Up to 700 Guests	\$450.00								

**Exhibit 2**

## 2024 Proposed Park User Fees

Park Item	2023 Fees	Proposed 2024 Fee	Comments
10 <sup>th</sup> Street Plaza	\$150.00	\$150.00	\$100.00 damage deposit
Centennial Shelter	\$75.00	\$75.00	\$75.00 damage deposit
Slater Shelter	\$50.00	\$50.00	\$75.00 damage deposit
Chautauqua Shelter	\$50.00	\$50.00	\$75.00 damage deposit
Open shelters	\$30.00	\$30.00	\$75.00 damage deposit
Ehlers Amphitheater	\$50.00	\$50.00	\$75.00 damage deposit
Chau Bandshell	\$50.00	\$50.00	\$75.00 damage deposit
Park Open Space	\$50.00	\$50.00	99 people or less
	\$110.00	\$110.00	100 – 499 people
	\$220.00	\$220.00	500+
			\$75.00 deposit for open space

Olson Park	2023 Fees	Proposed 2024 Fees
Sites 1 – 12 (Bay electric)	\$33.00	\$35.00
Sites 13 – 63 (Electric)	\$28.00	\$30.00
Sites 64 -68 (Non-Electric)	\$22.00	\$23.00
Weekly	\$195.00	\$200.00
Monthly	\$500.00	\$700.00

Park Concession Fees	2023 Fees	Proposed 2024 Fees
One Day, Non-Profit	\$65.00	\$65.00
One Day, Profit	\$75.00	\$75.00
Annual, Non-Profit	\$80.00	\$100.00
Annual, Profit	\$175.00	\$200.00
Annual Mobile, Non-Profit	\$275.00	\$275.00
Annual Mobile, Profit	\$375.00	\$375.00

CITY OF WORTHINGTON PARKS, MULTI USE PATHS AND RECREATION  
MEMORIAL DONATION APPLICATION

Name of Donor: Krista Terrones

Address of Donor: 1070 Robert PLSW Owatonna, MN 55060

Phone Number: Work: Home: Fax: \_\_\_\_\_  
MOBILE: 507-456-5685

Email: Krista.terrones@gmail.com

Description of Donation: \_\_\_\_\_  
Park Bench

Location of Donation: \_\_\_\_\_  
Cha Utaugva Park Band Shell

Wording for Memorial Acknowledgment (if any): \_\_\_\_\_  
IN LOVING MEMORY OF  
LEO and Marian Ollendick

*All applications shall be accompanied with a letter describing the donation and how the proposed donation meets the applicable criteria outlined in the City Parks, Multi Use paths and Recreation Memorial Donation Policy.*

I have read and understand the Memorial and Donation Policy.

Donor: Krista Terrones Date: 11-20-2023  
Sign and Print Both

Donor: Krista Terrones Date: 11-20-2023  
Sign and Print Both

CITY OF WORTHINGTON PARKS, MULTI USE PATHS AND RECREATION  
MEMORIAL DONATION APPLICATION

Name of Donor: Krista Terrones

Address of Donor: 1070 Robert PLSW Owatonna MN  
55060

Phone Number: Work: Home: Fax: \_\_\_\_\_  
MOBILE: 507-456-5685

Email: Krista.terrones@gmail.com

Description of Donation: \_\_\_\_\_  
CHERRY POINT PARK - PARK BENCH  
-By Playground

Location of Donation: \_\_\_\_\_  
CHERRY POINT PARK - Worthington

Wording for Memorial Acknowledgment (if any): \_\_\_\_\_  
IN LOVING MEMORY of  
LEO and Marian Ollendick

*All applications shall be accompanied with a letter describing the donation and how the proposed donation meets the applicable criteria outlined in the City Parks, Multi Use paths and Recreation Memorial Donation Policy.*

I have read and understand the Memorial and Donation Policy.

Donor: Krista Terrones Date: 11-20-2023  
Sign and Print Both

Donor: Krista Terrones Date: 11-20-2023  
Sign and Print Both

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ACCEPTING A DONATION OF PERSONAL PROPERTY**

**WHEREAS**, the City of Worthington has been notified that *Krista Terrones*, hereinafter “Donor” desires to donate personal property to the City; and

**WHEREAS**, Donor has placed the following restrictions upon gift: The benches will be placed in Cherry Point Park and Chautauqua Park Bandshell; and

**WHEREAS**, Minn. Stat. 465.03 requires that acceptance of any donation be approved by the City Council by a two-thirds majority vote;

**NOW, THEREFORE, be it RESOLVED:**

The City of Worthington does hereby accept the donation referenced above with any and all conditions, if any, as specified by the donor.

That the Mayor and Clerk are authorized to sign said agreement on behalf of the City of Worthington.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by a two thirds majority vote of the Worthington City Council with the following members voting in favor thereof:

\_\_\_\_\_

\_\_\_\_\_, and \_\_\_\_\_; and the following members opposed:  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (if not, so state).

(SEAL)

CITY OF WORTHINGTON

BY:

\_\_\_\_\_  
Rick Von Holdt, Its Mayor

ATTEST: \_\_\_\_\_  
Mindy Eggers, Its Clerk

CITY OF WORTHINGTON PARKS, MULTI USE PATHS AND RECREATION  
MEMORIAL DONATION APPLICATION

Name of Donor: Nic & Kara Kramer

Address of Donor: 412 W Clary St, Worthington, MN 56187

Phone Number: Work: Home: Fax: 507-360-0207 Nic  
507-329-3156 Kara

Email: nickkramer507@gmail.com, Karahonius-9@hotmail.com

Description of Donation: Memorial bench

(Any questions below. Feel free to ask for clarification. Thanks!)

Location of Donation: by the bike path along the golf course <sup>(East of Int. of Oxford + Elmwood)</sup>

Preferably Oxford Street. Gonzalez family lives on <sup>fairway lane</sup> ~~Elmwood~~  
and would like to be close to the memorial bench.

Wording for Memorial Acknowledgment (if any): 4 lines needed

1. In loving Memory of
2. Emmitt Adrian Gonzalez
3. A boy with a big, Kind heart
4. and Contagious smile

*All applications shall be accompanied with a letter describing the donation and how the proposed donation meets the applicable criteria outlined in the City Parks, Multi Use paths and Recreation Memorial Donation Policy.*

I have read and understand the Memorial and Donation Policy.

Donor: Kara Kramer Date: 10-18-2023  
Sign and Print Both

Donor: Kara Kramer Date: 10-18-2023  
Sign and Print Both

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ACCEPTING A DONATION OF PERSONAL PROPERTY**

**WHEREAS**, the City of Worthington has been notified that *Nic and Kara Kramer*, hereinafter “Donor” desires to donate personal property to the City; and

**WHEREAS**, Donor has placed the following restrictions upon gift: The bench will be placed along the County 35 bike trail; and

**WHEREAS**, Minn. Stat. 465.03 requires that acceptance of any donation be approved by the City Council by a two-thirds majority vote;

**NOW, THEREFORE, be it RESOLVED:**

The City of Worthington does hereby accept the donation referenced above with any and all conditions, if any, as specified by the donor.

That the Mayor and Clerk are authorized to sign said agreement on behalf of the City of Worthington.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by a two thirds majority vote of the Worthington City Council with the following members voting in favor thereof:

\_\_\_\_\_

\_\_\_\_\_, and \_\_\_\_\_; and the following members opposed:  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (if not, so state).

(SEAL)

CITY OF WORTHINGTON

BY: \_\_\_\_\_  
Rick Von Holdt, Its Mayor

ATTEST: \_\_\_\_\_  
Mindy Eggers, Its Clerk



CITY OF WORTHINGTON PARKS, MULTI USE PATHS AND RECREATION  
MEMORIAL DONATION APPLICATION

Name of Donor: Enrique Olivares

Address of Donor: 721 Wini Fred ST Worthington MN 56187

Phone Number: Work: Home: Fax: 714-418-7191 (personal cell)

Email: colivares1107@gmail.com

Description of Donation: My father (Nick Olivares) recently passed from metastatic prostate cancer. He lived here over 25 years at this same address and was well loved by the community. It would be his dream to have a bench by the lake in his honor.

Location of Donation: on Lake Okabena near the water were families can fish the lake from the bench.

Wording for Memorial Acknowledgment (if any): "Lets go fish! La buena vida"  
In loving memory of Nick Olivares for all to enjoy.

All applications shall be accompanied with a letter describing the donation and how the proposed donation meets the applicable criteria outlined in the City Parks, Multi Use paths and Recreation Memorial Donation Policy.

I have read and understand the Memorial and Donation Policy.

Donor: Enrique Olivares Date: 8/29/23  
Sign and Print Both

Donor: [Signature] Date: 8/29/23  
Sign and Print Both

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ACCEPTING A DONATION OF PERSONAL PROPERTY**

**WHEREAS**, the City of Worthington has been notified that *Enrique Olivares*, hereinafter “Donor” desires to donate personal property to the City; and

**WHEREAS**, Donor has placed the following restrictions upon gift: The bench will be placed on the Ludlow Park dock; and

**WHEREAS**, Minn. Stat. 465.03 requires that acceptance of any donation be approved by the City Council by a two-thirds majority vote;

**NOW, THEREFORE, be it RESOLVED:**

The City of Worthington does hereby accept the donation referenced above with any and all conditions, if any, as specified by the donor.

That the Mayor and Clerk are authorized to sign said agreement on behalf of the City of Worthington.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by a two thirds majority vote of the Worthington City Council with the following members voting in favor thereof:

\_\_\_\_\_  
\_\_\_\_\_, and \_\_\_\_\_; and the following members opposed:  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (if not, so state).

(SEAL)

CITY OF WORTHINGTON

BY: \_\_\_\_\_  
Rick Von Holdt, Its Mayor

ATTEST: \_\_\_\_\_  
Mindy Eggers, Its Clerk

## **ENGINEERING MEMO**

**DATE: DECEMBER 6, 2023**  
**TO: MAYOR AND COUNCIL**  
**SUBJECT: ITEMS REQUIRING COUNCIL ACTION OR REVIEW**

### **AGENDA CASE ITEMS**

#### **1. SALE OF PARCEL 31-1103-500, USED FOR STORMWATER DRAINAGE IMPROVEMENTS IN CHERRY POINT NEIGHBORHOOD**

Parcel number 31-1103-500 was purchased in July 2023 for the improvement of the stormwater drainage system in the Cherry Point neighbourhood. A stormwater utility easement was established on the property. The lot is narrow, and the utility easement restricts development of the lot. The city is responsible for the future maintenance of the lot.

The City has no future use for the property and is required to maintain the lot in perpetuity. The adjacent property owner is interested in purchasing the lot. Sale of remnant property to adjacent landowners is permissible and has been done in the past.

The City Attorney was consulted during the purchase of the lot regarding the future sale to the adjacent landowner. Due to the size of the lot and the new utility easement which limits the development of the lot, the value of the property is significantly limited. City Policy provides for a directed sale: "Property which does not conform to zoning requirements in regard to size, area or street frontage may be sold to owners of abutting properties without a public sale.... Council shall establish the manner the property is to be distributed to abutting owners, sale price and any other terms or conditions found appropriate."

The property owner that sold the property was not interested in retaining ownership of the parcel with the utility easement. This leaves only one adjacent landowner abutting the parcel. This owner is interested in purchasing the parcel. According to the City Attorney, the fees for the sale of property, if sold for over \$600 in value, will require a significantly higher cost for a formal closing. It is the recommendation of the City Attorney that the value be set at \$600 and have the buyer cover the fees associated with the sale and the recording of the deed. The property owner is agreeable to the price and payment of the associated closing cost fees estimated to be around \$400.

*Exhibit 1* shows the location of the parcel at the corner of Betty Avenue and Godfrey Street.

Staff recommends that a portion of Lot 23, Block 1, Cherry Point Park, parcel number 31-1103-500 be declared surplus property and sold to Scott and Lori Junker, the adjacent property owners.



BLUE



## COMMUNITY DEVELOPMENT MEMO

**DATE: DECEMBER 7, 2023**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

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

### 1. AMEND SIGN PERMIT FEES

City Code Chapter 153 regulates signage within the City of Worthington. Any sign regulated by this chapter also requires the issuance of a permit to ensure compliance. Section 32 states that this fee is set by resolution of the City Council.

These fees cover staff time to review applications, inspections, and any other expense incurred by the City related to the issuance of sign permits.

Current fees are set as follows:

- \$5 per sign face for any sign under 50 square feet.
- \$10 per sign face for any sign over 50 square feet.

These fees no longer adequately cover the costs associated with review and inspection of signs. As such, Staff is proposing to amend the standard fee to \$30 per sign and \$100 per sign for an off-premise (billboard) sign. This would be a flat per sign fee regardless of the number of sign faces (i.e. double-sided signs) or size of the sign.

The proposed fees will be comparable to other cities. Current sign permit fees for six other cities are as follows:

St. Peter MN	\$50 for a sign 100 square feet or less. \$10.00 for each additional 25 square feet or portion thereof after 100 square feet.
New Ulm, MN	\$50
Alexandria, MN	Sliding Scale based on Square footage. \$15 - \$25+
Monticello, MN	Fee based on value of sign. \$50 for the first \$1,000, \$10 for each additional \$1,000.
Marshall, MN	Valuation based (same scale as their building permits). Minimum of \$22.00.
Fergus Falls, MN	Review - \$30. Footing Inspection \$50 per sign. Billboards \$100 per sign. Temporary Signs \$50 per year.

Council is requested to pass the resolution shown in **Exhibit 1** amending sign permit fees.

## **2. ACCEPTANCE OF 2024 BUILDING OFFICIAL TRAINING GRANT**

The City of Worthington has been awarded a grant of up to \$65,000 from the Minnesota Department of Labor and Industry as part of the 2024 Building Official Training Grant. This grant program assists municipalities with the training and education of new building officials. Eligible expenses include wages, benefits, and training/education. The grant award letter can be seen in Exhibit 2.

Staff intends to use this grant to help fund wages for another position in 2024. Worthington faces many unique challenges in enforcement of the State Building Code and an additional staff member would greatly help. No position description has been created yet and any new position will be subject to Council approval.

The term of the grant is from January 1, 2024 to December 31, 2024.

Council is asked to consider accepting the 2024 Building Official Training Grant.

**RESOLUTION NO. \_\_\_\_\_****A RESOLUTION AMENDING PERMIT FEES FOR SIGNS AS SPECIFIED IN CITY  
CODE TITLE XV, CHAPTER 153**

**WHEREAS**, City Code Chapter 153 regulates signage within the City of Worthington, and

**WHEREAS**, City Code §153.30 requires permits for any sign regulated by Chapter 153 and §153.32 requires fees be paid before being granted a permit from the City, and

**WHEREAS**, City Code §153.32 (A) (1) allows for sign permit fees to be established by resolution of the City Council, and

**WHEREAS**, the fee charged for sign permits be set to insure the recovery of city costs associated with the inspections, review, and issuance of permits.

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

1. Sign permit fees shall set be at \$30.00 per sign for any on-premise sign and \$100 for an off-premise sign (Billboard).
2. This resolution shall be effective January 1, 2024.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2023

(SEAL)

CITY OF WORTHINGTON

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk



12-7-2023

Matt Selof – Director of Community Development  
Rick Von Holdt – Mayor  
Steve Robinson – City Administrator  
303 9<sup>th</sup> Street  
Worthington, MN 56187

RE: 2024 Building Official Training (BOT) Grant Award Announcement

Matt, Rick, Steve,

The Department of Labor and Industry (DLI) has reviewed proposals submitted in response to its 2024 Building Official Training (BOT) Grant Request for Proposal (RFP). I am pleased to inform you that DLI is able to fund your proposal. DLI seeks to grant your organization the following:

<b>Award Amount:</b>	<b>up to \$65,000</b>
<b>Period of Performance:</b>	<b>January 1<sup>st</sup>, 2024, or date contract is executed, whichever comes later, – December 31<sup>st</sup>, 2024.</b>

Your grant contract agreement will be sent via DocuSign. You can begin expending funds **only after** the contract is **fully** executed. You will be notified by letter and email when the contract is executed.

After the contract is executed, I will be contacting you to schedule an orientation meeting where the training requirements and reporting/invoicing procedures will be explained.

DLI is excited about partnering with you and looks forward to a year of successes. Congratulations on the award and thank you for your commitment to this important work.

Contact me with any questions,

**Terence Olson**

Municipal BOT Grants Administrator

**Minnesota Department of Labor and Industry**

Construction Codes and Licensing Division

443 Lafayette Road N., St. Paul, MN 55155

Office: 651-284-5627 | [terence.olson@state.mn.us](mailto:terence.olson@state.mn.us)

Cell: 507-440-0798

Web: [www.dli.mn.gov/bot](http://www.dli.mn.gov/bot)





VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
AMERICAN BOTTLING COMPANY	12/01/23	MIX	LIQUOR	NON-DEPARTMENTAL	<u>366.82</u>
				TOTAL:	366.82
ARAMARK	12/01/23	4 WEEK TOWL DELIVERY	MUNICIPAL WASTEWAT	O-PURIFY MISC	<u>113.15</u>
				TOTAL:	113.15
ARTISAN BEER COMPANY	12/01/23	BEER	LIQUOR	NON-DEPARTMENTAL	265.10
	12/01/23	THC DRINKS	LIQUOR	NON-DEPARTMENTAL	<u>396.75</u>
				TOTAL:	661.85
ATLANTIC BOTTLING COMPANY	12/01/23	MIX	LIQUOR	NON-DEPARTMENTAL	<u>440.00</u>
				TOTAL:	440.00
B & J OIL CO	12/01/23	SHELL MORLINA S4B	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	<u>255.00</u>
				TOTAL:	255.00
BELLBOY CORPORATION	12/01/23	MIX	LIQUOR	NON-DEPARTMENTAL	552.15
	12/01/23	MIX MISC	LIQUOR	NON-DEPARTMENTAL	242.00
	12/01/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	8,255.15
	12/01/23	WINE	LIQUOR	NON-DEPARTMENTAL	1,204.00
	12/01/23	THC	LIQUOR	NON-DEPARTMENTAL	3,162.00
	12/01/23	LIQOUR	LIQUOR	NON-DEPARTMENTAL	145.00
	12/01/23	WINE	LIQUOR	NON-DEPARTMENTAL	440.00
	12/01/23	FREIGHT	LIQUOR	O-SOURCE MISC	8.56
	12/01/23	FREIGHT	LIQUOR	O-SOURCE MISC	241.00
	12/01/23	FREIGHT	LIQUOR	O-SOURCE MISC	<u>14.00</u>
				TOTAL:	14,263.86
BEVERAGE WHOLESALERS INC	12/01/23	BEER	LIQUOR	NON-DEPARTMENTAL	8,230.75
	12/01/23	BEER	LIQUOR	NON-DEPARTMENTAL	17,945.35
	12/01/23	BEER	LIQUOR	NON-DEPARTMENTAL	12,725.50
	12/01/23	BEER	LIQUOR	NON-DEPARTMENTAL	<u>44.00</u>
				TOTAL:	38,857.60
BILLION AUTOMOTIVE	12/01/23	UNIT #209 OIL CHANGE	WATER	M-TRANS MAINS	74.09
	12/01/23	uNIT #203 OIL CHANGE	WATER	M-TRANS MAINS	79.59
	12/01/23	UNIT #201 OIL CHANGE	WATER	M-TRANS MAINS	85.59
	12/01/23	UNIT #204 OIL CHANGE	WATER	M-TRANS MAINS	<u>79.59</u>
				TOTAL:	318.86
BORDER STATES ELECTRIC SUPPLY	12/01/23	PENTA WRENCH	ELECTRIC	O-DISTR MISC	98.86
	12/01/23	CABLE PREP CRCC CABLE CLEA	ELECTRIC	FA DISTR UNDRGRND COND	<u>127.92</u>
				TOTAL:	226.78
BREAKTHRU BEVERAGE MINNESOTA BEER LLC	12/01/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,049.41
	12/01/23	MIX	LIQUOR	NON-DEPARTMENTAL	132.00
	12/01/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	366.75-
	12/01/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	260.00-
	12/01/23	WINE	LIQUOR	NON-DEPARTMENTAL	916.00
	12/01/23	WINE	LIQUOR	NON-DEPARTMENTAL	192.00-
	12/01/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	33.06-
	12/01/23	FREIGHT	LIQUOR	O-SOURCE MISC	46.42
	12/01/23	FREIGHT	LIQUOR	O-SOURCE MISC	3.70
	12/01/23	FREIGHT	LIQUOR	O-SOURCE MISC	7.40-
	12/01/23	FREIGHT	LIQUOR	O-SOURCE MISC	3.70-
	12/01/23	FREIGHT	LIQUOR	O-SOURCE MISC	16.65

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	12/01/23	FREIGHT	LIQUOR	O-SOURCE MISC	3.70-
	12/01/23	FREIGHT	LIQUOR	O-SOURCE MISC	<u>0.46-</u>
			TOTAL:		2,297.11
C&S CHEMICALS INC	12/01/23	4,553 GALLONS OF ALUM	MUNICIPAL WASTEWAT	O-PURIFY MISC	<u>6,738.66</u>
			TOTAL:		6,738.66
CAPITAL ONE	12/01/23	SMALL TOOLS	WATER	O-DIST UNDERGRND LINES	3.38
	12/01/23	OFFICE SUPPLIES	WATER	O-DISTR MISC	<u>34.62</u>
			TOTAL:		38.00
VIRGILIO CERDA	12/01/23	EDITING BRULE DOCUMENTARY	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	<u>560.00</u>
			TOTAL:		560.00
CHAMBER OF COMMERCE	12/01/23	LODGING TAX AUGUST	GENERAL FUND	LODGING TAX/TOURISM	19,536.04
	12/01/23	LODGING TAX SEPTEMBER	GENERAL FUND	LODGING TAX/TOURISM	14,570.00
	12/01/23	LODGING TAX OCTOBER	GENERAL FUND	LODGING TAX/TOURISM	<u>11,653.81</u>
			TOTAL:		45,759.85
CINTAS CORP	12/01/23	MATS	GENERAL FUND	GENERAL GOVT BUILDINGS	<u>56.00</u>
			TOTAL:		56.00
CUSTOM GRAPHICS	12/01/23	FITTED TABLE CLOTH CCAC	GENERAL FUND	ADMINISTRATION	250.00
	12/01/23	JACKET EMBROIDERY	GENERAL FUND	ANIMAL CONTROL ENFORCE	<u>30.00</u>
			TOTAL:		280.00
DEPARTMENT OF LABOR & INDUSTRY	12/01/23	STREET TRAILER COMPRESSOR	GENERAL FUND	PAVED STREETS	10.00
	12/01/23	PRESSURE VESSEL RENEWAL PL	WATER	O-DISTR MISC	10.00
	12/01/23	WATER SHOP COMPRESSOR	WATER	O-DISTR MISC	10.00
	12/01/23	ELECTRIC #208 COMPRESSOR	ELECTRIC	O-DISTR MISC	<u>10.00</u>
			TOTAL:		40.00
DEPUTY REGISTER #33	12/01/23	2008 CHEV UPLANDER	GENERAL FUND	POLICE ADMINISTRATION	15.25
	12/01/23	2017 DODGE DURANGO	GENERAL FUND	POLICE ADMINISTRATION	15.25
	12/01/23	2017 DODGE DURANGO	GENERAL FUND	POLICE ADMINISTRATION	15.25
	12/01/23	2020 DODGE DURANGO	GENERAL FUND	POLICE ADMINISTRATION	<u>15.25</u>
			TOTAL:		61.00
DOLL DISTRIBUTING LLC	12/01/23	BEER	LIQUOR	NON-DEPARTMENTAL	7,148.50
	12/01/23	BEER	LIQUOR	NON-DEPARTMENTAL	8,623.00
	12/01/23	BEER	LIQUOR	NON-DEPARTMENTAL	352.80
	12/01/23	BEER	LIQUOR	NON-DEPARTMENTAL	10,426.25
	12/01/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	<u>1,373.70</u>
			TOTAL:		27,924.25
DUININCK INC	12/01/23	BLACKSTOP	GENERAL FUND	PAVED STREETS	4,721.40
	12/01/23	UTILITIES PARKING LOT	WATER	FA MISC	213.60
	12/01/23	UTILITIES PARKING LOT	ELECTRIC	FA MISC	<u>213.60</u>
			TOTAL:		5,148.60
FARAGHER JEFFREY	12/01/23	WATER SOFTENER REBATE	MUNICIPAL WASTEWAT	O-PURIFY MISC	<u>150.00</u>
			TOTAL:		150.00
FASTENAL COMPANY	12/01/23	BOLTS	ELECTRIC	M-DISTR UNDERGRND LINE	<u>71.01</u>
			TOTAL:		71.01

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
FRONTIER COMMUNICATION SERVICES	12/01/23	MONTHLY SERVICE	GENERAL FUND	MAYOR AND COUNCIL	48.87
	12/01/23	MONTHLY SERVICE	GENERAL FUND	CLERK'S OFFICE	95.31
	12/01/23	MONTHLY SERVICE	GENERAL FUND	ENGINEERING ADMIN	80.60
	12/01/23	MONTHLY SERVICE	GENERAL FUND	ECONOMIC DEVELOPMENT	23.83
	12/01/23	MONTHLY SERVICE	GENERAL FUND	OTHER GEN GOVT MISC	68.94
	12/01/23	MONTHLY SERVICE	GENERAL FUND	FIRE ADMINISTRATION	235.21
	12/01/23	MONTHLY SERVICE	GENERAL FUND	CENTER FOR ACTIVE LIVI	222.21
	12/01/23	MONTHLY SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	264.68
	12/01/23	MONTHLY SERVICE	RECREATION	PARK AREAS	48.87
	12/01/23	MONTHLY SERVICE	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	148.81
	12/01/23	MONTHLY SERVICE	LIQUOR	O-GEN MISC	299.70
	12/01/23	MONTHLY SERVICE	AIRPORT	O-GEN MISC	47.44
	12/01/23	MONTHLY SERVICE	DATA PROCESSING	DATA PROCESSING	104.98
	12/01/23	MONTHLY SERVICE	DATA PROCESSING	COPIER/FAX	47.66
	TOTAL:				1,737.11
GRAHAM TIRE OF WORTHINGTON INC	12/01/23	SQUAD #18-37 TIRES	GENERAL FUND	POLICE ADMINISTRATION	724.08
	12/01/23	SQUAD #18-37 TIRES	GENERAL FUND	POLICE ADMINISTRATION	123.80
	12/01/23	SQUAD #19-42 FUEL LINE REP	GENERAL FUND	POLICE ADMINISTRATION	117.00
	12/01/23	SQUAD #21-35 OIL CHANGE	GENERAL FUND	POLICE ADMINISTRATION	53.92
	12/01/23	SQUAD #21-35 OIL CHANGE	GENERAL FUND	POLICE ADMINISTRATION	22.95
TOTAL:					1,041.75
HACH COMPANY	12/01/23	LAB CHEMICALS	WATER	O-PURIFY MISC	1,582.58
	12/01/23	LAB CHEMICALS	WATER	O-PURIFY MISC	28.09
TOTAL:					1,610.67
HAWKINS INC	12/01/23	CHEMICAL FILTRATION PLANT	WATER	O-PURIFY	1,674.81
	12/01/23	2000LB CHLORINE	WATER	O-PURIFY	1,968.00
	12/01/23	DEMURRAGE CHLORINE CYLINDE	MUNICIPAL WASTEWAT	O-PURIFY MISC	10.00
TOTAL:					3,652.81
THE HOME CITY ICE COMPANY	12/01/23	ICE	LIQUOR	NON-DEPARTMENTAL	332.84
	TOTAL:				332.84
HOWE INC	12/01/23	HANGER #4 AIR LEAKS	AIRPORT	O-GEN MISC	1,332.50
	12/01/23	HANGER #4 AIR LEAKS	AIRPORT	O-GEN MISC	1,890.00
TOTAL:					3,222.50
J & K WINDOWS	12/01/23	WINDOW CLEANING	LIQUOR	O-GEN MISC	165.00
	TOTAL:				165.00
JOHNSON BROTHERS LIQUOR CO	12/01/23	WINE	LIQUOR	NON-DEPARTMENTAL	288.00
	12/01/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	7,812.51
	12/01/23	WINE	LIQUOR	NON-DEPARTMENTAL	3,032.67
	12/01/23	FREIGHT	LIQUOR	O-SOURCE MISC	11.88
	12/01/23	FREIGHT	LIQUOR	O-SOURCE MISC	123.67
	12/01/23	FREIGHT	LIQUOR	O-SOURCE MISC	106.92
TOTAL:					11,375.65
JOHNSTON AUTOSTORES	12/01/23	FOG LIGHT SQUAD 18-45	GENERAL FUND	CODE ENFORCEMENT	18.96
	12/01/23	SQUAD #18-45 FOG LAMP	GENERAL FUND	CODE ENFORCEMENT	18.96
TOTAL:					37.92
LOCATORS & SUPPLIES INC	12/01/23	WINTER GLOVES/LINERS	ELECTRIC	O-DISTR MISC	406.60
	TOTAL:				406.60

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MCCUEN WELDING & MACHINING INC	12/01/23	LABOR REPAIR	RECREATION	SOCCER COMPLEX	81.08
	12/01/23	LABOR REPAIR	STORM WATER MANAGE	STREET CLEANING	188.00
	12/01/23	LABOR REPAIR	STORM WATER MANAGE	STREET CLEANING	<u>28.20</u>
				TOTAL:	297.28
MEDIACOM	12/01/23	MONTHLY SERVICE	GENERAL FUND	PAVED STREETS	177.77
	12/01/23	MONTHLY SERVICE	RECREATION	PARK AREAS	<u>177.77</u>
				TOTAL:	355.54
MINNESOTA VALLEY TESTING LABS INC	12/01/23	CHLORIDE TOTAL HARDNESS	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	175.23
	12/01/23	TOTAL KJELDAHL (TKN)	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	95.04
	12/01/23	3 BIOSOLIDS SAMPLES NORTH	MUNICIPAL WASTEWAT	O-PURIFY MISC	<u>1,140.48</u>
				TOTAL:	1,410.75
MISCELLANEOUS V KOR, TOM SCHUTTE, LISA	12/01/23	MISCELLANEOUS VENDOR	MUNICIPAL WASTEWAT	O-PURIFY MISC	500.00
	12/01/23	MISCELLANEOUS VENDOR	MUNICIPAL WASTEWAT	O-PURIFY MISC	<u>150.00</u>
				TOTAL:	650.00
MORGAN CREEK VINEYARDS	12/01/23	WINE	LIQUOR	NON-DEPARTMENTAL	<u>238.80</u>
				TOTAL:	238.80
MYRL & ROY'S PAVING INC	12/01/23	UTILITIES PARKING LOT BLAC	WATER	FA MISC	353.87
	12/01/23	UTILITIES PARKING LOT BLAC	ELECTRIC	FA MISC	<u>353.88</u>
				TOTAL:	707.75
NIENKERK CONSTRUCTION INC	12/01/23	LAKESHORE PROPERTY DEMO	GENERAL FUND	OTHER GEN GOVT MISC	24,022.40
	12/01/23	JETTER INDUSTRIAL PLANT	INDUSTRIAL WASTEWA	O-PURIFY MISC	<u>410.00</u>
				TOTAL:	24,432.40
ONE OFFICE SOLUTION-NCLAW	12/01/23	PAPER	GENERAL FUND	SECURITY CENTER	10.11
	12/01/23	PAPER	GENERAL FUND	SECURITY CENTER	<u>10.12</u>
				TOTAL:	20.23
ONE OFFICE SOLUTION-WOCITY	12/01/23	BUSINESS CARDS	RECREATION	FIELD HOUSE	29.32
	12/01/23	BUSINESS CARDS	RECREATION	FIELD HOUSE	<u>29.32</u>
				TOTAL:	58.64
PAUSTIS WINE COMPANY	12/01/23	WINE	LIQUOR	NON-DEPARTMENTAL	277.50
	12/01/23	WINE	LIQUOR	NON-DEPARTMENTAL	277.50-
	12/01/23	WINE	LIQUOR	NON-DEPARTMENTAL	1,182.00
	12/01/23	WINE	LIQUOR	NON-DEPARTMENTAL	103.00
	12/01/23	FREIGHT	LIQUOR	O-SOURCE MISC	7.50-
	12/01/23	FREIGHT	LIQUOR	O-SOURCE MISC	16.50
	12/01/23	FREIGHT	LIQUOR	O-SOURCE MISC	<u>5.00</u>
				TOTAL:	1,299.00
PEPSI COLA BOTTLING CO OF PIPESTONE, M	12/01/23	MIX	LIQUOR	NON-DEPARTMENTAL	13.50
	12/01/23	MIX	LIQUOR	NON-DEPARTMENTAL	86.50
	12/01/23	MIX	LIQUOR	NON-DEPARTMENTAL	87.00
	12/01/23	MIX	LIQUOR	NON-DEPARTMENTAL	6.00-
	12/01/23	MIX	LIQUOR	NON-DEPARTMENTAL	<u>108.50</u>
				TOTAL:	289.50
PHILLIPS WINE & SPIRITS INC	12/01/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	240.00
	12/01/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	5,974.88
	12/01/23	WINE	LIQUOR	NON-DEPARTMENTAL	1,146.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	12/01/23	FREIGHT	LIQUOR	O-SOURCE MISC	3.96
	12/01/23	FREIGHT	LIQUOR	O-SOURCE MISC	115.78
	12/01/23	FREIGHT	LIQUOR	O-SOURCE MISC	<u>41.58</u>
				TOTAL:	7,522.20
RICKERS STUDIO	12/01/23	ID PICTURE IVAN MARTINEZ	GENERAL FUND	POLICE ADMINISTRATION	<u>24.00</u>
				TOTAL:	24.00
RILEY MARK	12/01/23	NEW BOOTS	GENERAL FUND	POLICE ADMINISTRATION	<u>237.25</u>
				TOTAL:	237.25
RON'S REPAIR INC	12/01/23	#421 HOSE	AIRPORT	O-GEN MISC	<u>14.85</u>
				TOTAL:	14.85
ROUND LAKE VINEYARDS & WINERY LLC	12/01/23	WINE	LIQUOR	NON-DEPARTMENTAL	<u>525.00</u>
				TOTAL:	525.00
RUNNINGS SUPPLY INC-ACCT#9502440	12/01/23	SMALL TOOLS	WATER	O-DIST UNDERGRND LINES	34.32
	12/01/23	VAC O RINGS	WATER	O-DIST UNDERGRND LINES	4.48
	12/01/23	ITEMS FOR SUB #3	ELECTRIC	M-DISTR UNDERGRND LINE	<u>58.47</u>
				TOTAL:	97.27
SCHWALBACH ACE #6067	12/01/23	SAMPLE SHIPPING	WATER	O-PURIFY MISC	18.47
	12/01/23	SAMPLE SHIPPING	WATER	O-PURIFY MISC	<u>28.17</u>
				TOTAL:	46.64
SOUTHERN GLAZER'S WINE AND SPIRITS LL	12/01/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	8,197.01
	12/01/23	WINE	LIQUOR	NON-DEPARTMENTAL	952.00
	12/01/23	FREIGHT	LIQUOR	O-SOURCE MISC	127.42
	12/01/23	FREIGHT	LIQUOR	O-SOURCE MISC	<u>18.50</u>
				TOTAL:	9,294.93
US POSTAL SERVICE	12/01/23	POSTAGE PRESORT FEE	ELECTRIC	ACCTS-RECORDS & COLLEC	<u>310.00</u>
				TOTAL:	310.00
VINOPIA INC	12/01/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	321.26
	12/01/23	WINE	LIQUOR	NON-DEPARTMENTAL	240.00
	12/01/23	FREIGHT	LIQUOR	O-SOURCE MISC	<u>12.50</u>
				TOTAL:	573.76
WALKER ELECTRIC LLC	12/01/23	LCR INSTALLS	ELECTRIC	FA DISTR METERS	2,929.65
	12/01/23	LCR INSTALLS SERVICE CALLS	ELECTRIC	FA DISTR METERS	70.00
	12/01/23	LCR INSTALLS	ELECTRIC	FA DISTR METERS	<u>280.00</u>
				TOTAL:	3,279.65

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

101	GENERAL FUND	77,224.54
202	MEMORIAL AUDITORIUM	824.68
229	RECREATION	366.36
231	ECONOMIC DEV AUTHORITY	148.81
601	WATER	6,283.25
602	MUNICIPAL WASTEWATER	9,327.56
604	ELECTRIC	4,929.99
605	INDUSTRIAL WASTEWATER	410.00
606	STORM WATER MANAGEMENT	216.20
609	LIQUOR	116,727.87
612	AIRPORT	3,284.79
702	DATA PROCESSING	152.64

GRAND TOTAL:	219,896.69
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TOTAL PAGES: 6

PACKET: 04920 LINCOLN FINANCIAL DUE 12/  
VENDOR SET: 01 CITY OF WORTHINGTON \*\*\* DRAFT/OTHER LISTING \*\*\*  
BANK: 1 FIRST STATE BANK SOUTHWES

			ITEM	PAID			ITEM	ITEM
VENDOR	I.D.	NAME	TYPE	DATE	DISCOUNT	AMOUNT	NO#	AMOUNT
-----								
J00036		LINCOLN FINANCIAL GROUP	D	12/01/2023			002084	4,315.64

* * 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:	1	0.00	4,315.64	4,315.64
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:	 1	 0.00	 4,315.64	 4,315.64



PACKET: 04933 PAYROLL 12/08/2023 - 9

VENDOR SET: 01 CITY OF WORTHINGTON \*\*\* DRAFT/OTHER LISTING \*\*\*

BANK: 1 FIRST STATE BANK SOUTHWES

VENDOR	I.D.	NAME	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
D00173		DEFERRED COMP- MINNESOTA STATE	D	12/13/2023			002085	7,423.53
E00088		EFTPS	D	12/13/2023			002086	69,498.76
M00309		MINNESOTA STATE RETIREMENT SYSTD	D	12/13/2023			002087	2,385.00
M00309		MINNESOTA STATE RETIREMENT SYSTD	D	12/13/2023			002088	52,991.56
O00021		OPTUM HEALTH FINANCIAL	D	12/13/2023			002089	9,695.35
P00039		PUBLIC EMPLOYEES RETIREMENT ASSD	D	12/13/2023			002090	55,259.61
S00202		STATE OF MINNESOTA DEPT OF REVED	D	12/13/2023			002091	14,168.00

* * 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:	7	0.00	211,421.81	211,421.81
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	7	0.00	211,421.81	211,421.81

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
AFLAC INC (DENTAL/VISION)	12/08/23	DENTAL INSURANCE-AFLAC	GENERAL FUND	NON-DEPARTMENTAL	188.56
	12/08/23	DENTAL INSURANCE-AFLAC	GENERAL FUND	NON-DEPARTMENTAL	190.94
	12/08/23	DENTAL INSURANCE-AFLAC	GENERAL FUND	NON-DEPARTMENTAL	0.07
	12/08/23	VISION INSURANCE-AFLAC	GENERAL FUND	NON-DEPARTMENTAL	89.15
	12/08/23	VISION INSURANCE-AFLAC	GENERAL FUND	NON-DEPARTMENTAL	89.82
	12/08/23	VISION INSURANCE-AFLAC	GENERAL FUND	NON-DEPARTMENTAL	0.03
	12/08/23	DENTAL INSURANCE-AFLAC	IMPROVEMENT CONST	NON-DEPARTMENTAL	5.95
	12/08/23	DENTAL INSURANCE-AFLAC	IMPROVEMENT CONST	NON-DEPARTMENTAL	7.74
	12/08/23	VISION INSURANCE-AFLAC	IMPROVEMENT CONST	NON-DEPARTMENTAL	1.29
	12/08/23	VISION INSURANCE-AFLAC	IMPROVEMENT CONST	NON-DEPARTMENTAL	1.68
	12/08/23	DENTAL INSURANCE-AFLAC	TI DIST #7, REDEV	NON-DEPARTMENTAL	3.57
	12/08/23	DENTAL INSURANCE-AFLAC	TI DIST #7, REDEV	NON-DEPARTMENTAL	1.79
	12/08/23	VISION INSURANCE-AFLAC	TI DIST #7, REDEV	NON-DEPARTMENTAL	0.77
	12/08/23	VISION INSURANCE-AFLAC	TI DIST #7, REDEV	NON-DEPARTMENTAL	0.39
	12/08/23	DENTAL INSURANCE-AFLAC	WATER	NON-DEPARTMENTAL	105.63
	12/08/23	DENTAL INSURANCE-AFLAC	WATER	NON-DEPARTMENTAL	102.65
	12/08/23	DENTAL INSURANCE-AFLAC	WATER	NON-DEPARTMENTAL	0.02
	12/08/23	VISION INSURANCE-AFLAC	WATER	NON-DEPARTMENTAL	5.04
	12/08/23	VISION INSURANCE-AFLAC	WATER	NON-DEPARTMENTAL	4.77
	12/08/23	DENTAL INSURANCE-AFLAC	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	18.95
	12/08/23	DENTAL INSURANCE-AFLAC	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	18.95
	12/08/23	DENTAL INSURANCE-AFLAC	ELECTRIC	NON-DEPARTMENTAL	36.31
	12/08/23	DENTAL INSURANCE-AFLAC	ELECTRIC	NON-DEPARTMENTAL	194.24
	12/08/23	DENTAL INSURANCE-AFLAC	ELECTRIC	NON-DEPARTMENTAL	0.02
	12/08/23	DENTAL INSURANCE-AFLAC	STORM WATER MANAGE	NON-DEPARTMENTAL	1.79
	12/08/23	DENTAL INSURANCE-AFLAC	STORM WATER MANAGE	NON-DEPARTMENTAL	2.38
	12/08/23	VISION INSURANCE-AFLAC	STORM WATER MANAGE	NON-DEPARTMENTAL	5.60
	12/08/23	VISION INSURANCE-AFLAC	STORM WATER MANAGE	NON-DEPARTMENTAL	5.19
	12/08/23	DENTAL INSURANCE-AFLAC	LIQUOR	NON-DEPARTMENTAL	75.64
	12/08/23	DENTAL INSURANCE-AFLAC	LIQUOR	NON-DEPARTMENTAL	75.64
	12/08/23	DENTAL INSURANCE-AFLAC	LIQUOR	NON-DEPARTMENTAL	0.02
	12/08/23	VISION INSURANCE-AFLAC	LIQUOR	NON-DEPARTMENTAL	5.16
	12/08/23	VISION INSURANCE-AFLAC	LIQUOR	NON-DEPARTMENTAL	5.16
	12/08/23	DENTAL INSURANCE-AFLAC	DATA PROCESSING	NON-DEPARTMENTAL	9.36
	12/08/23	DENTAL INSURANCE-AFLAC	DATA PROCESSING	NON-DEPARTMENTAL	<u>9.36</u>
	TOTAL:				1,263.63
AMERICAN ENGINEERING TESTING INC	12/08/23	OXFORD ST RECONSTRUCTION	IMPROVEMENT CONST	OXFORD STREET RECON	<u>14,379.50</u>
	TOTAL:				14,379.50
ANDERSON ALIGNMENT	12/08/23	#412 DOT INSPECTION	GENERAL FUND	PAVED STREETS	12.87
	12/08/23	#412 DOT INSPECTION	GENERAL FUND	PAVED STREETS	<u>119.25</u>
TOTAL:					132.12
ARNOLD MOTOR SUPPLY LLP	12/08/23	DEF AND COOLANT	GENERAL FUND	FIRE ADMINISTRATION	109.80
	12/08/23	#418 OIL FILTER	GENERAL FUND	ICE AND SNOW REMOVAL	4.86
	12/08/23	#418 BATTERY	GENERAL FUND	ICE AND SNOW REMOVAL	290.16
	12/08/23	#418 BATTERY	GENERAL FUND	ICE AND SNOW REMOVAL	<u>290.16</u>
TOTAL:					694.98
ARTISAN BEER COMPANY	12/08/23	WINE	LIQUOR	NON-DEPARTMENTAL	463.35
	12/08/23	THC	LIQUOR	NON-DEPARTMENTAL	<u>507.50</u>
TOTAL:					970.85
BAHRS SMALL ENGINE	12/08/23	CARB KIT AND PLUG	GENERAL FUND	CENTER FOR ACTIVE LIVI	109.95
	12/08/23	OIL AND CARB KIT	RECREATION	ICE ARENA	188.80

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	298.75
BEVERAGE WHOLESALERS INC	12/08/23	BEER	LIQUOR	NON-DEPARTMENTAL	9,808.65
	12/08/23	BEER	LIQUOR	NON-DEPARTMENTAL	<u>4,879.40</u>
				TOTAL:	14,688.05
BOLTON & MENK INC	12/08/23	INDUSTRIAL WWFT OUTFALL	INDUSTRIAL WASTEWA	O-PURIFY MISC	6,841.00
	12/08/23	LIQUOR STORE PARKING LOT	LIQUOR	O-GEN MISC	<u>153.00</u>
				TOTAL:	6,994.00
BREAKTHRU BEVERAGE MINNESOTA BEER LLC	12/08/23	MIX	LIQUOR	NON-DEPARTMENTAL	347.40
	12/08/23	WINE	LIQUOR	NON-DEPARTMENTAL	264.00
	12/08/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	8,240.36
	12/08/23	WINE	LIQUOR	NON-DEPARTMENTAL	896.00
	12/08/23	FREIGHT	LIQUOR	O-SOURCE MISC	20.35
	12/08/23	FREIGHT	LIQUOR	O-SOURCE MISC	5.55
	12/08/23	FREIGHT	LIQUOR	O-SOURCE MISC	99.13
	12/08/23	FREIGHT	LIQUOR	O-SOURCE MISC	<u>12.95</u>
				TOTAL:	9,885.74
CAMPSPOT	12/08/23	RESERVATION & MARKETPLACE	RECREATION	OLSON PARK CAMPGROUND	<u>3.00</u>
				TOTAL:	3.00
CAPITAL ONE	12/08/23	BATTERIES AND ICE	GENERAL FUND	POLICE ADMINISTRATION	149.94
	12/08/23	FOOD FOR PIANO HOR DOEVOR	GENERAL FUND	CENTER FOR ACTIVE LIVI	125.18
	12/08/23	USB DRIVES	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	<u>145.67</u>
				TOTAL:	420.79
COOPERATIVE ENERGY COMPANY 02642198	12/08/23	FUEL	GENERAL FUND	FIRE ADMINISTRATION	<u>69.00</u>
				TOTAL:	69.00
CULLIGAN OF WORTHINGTON	12/08/23	MONTHLY SERVICE	GENERAL FUND	GENERAL GOVT BUILDINGS	108.45
	12/08/23	MONTHLY SERVICE	GENERAL FUND	SECURITY CENTER	29.75
	12/08/23	MONTHLY SERVICE	GENERAL FUND	SECURITY CENTER	29.75
	12/08/23	SALT	GENERAL FUND	FIRE ADMINISTRATION	50.00
	12/08/23	MONTHLY SERVICE	GENERAL FUND	PAVED STREETS	20.00
	12/08/23	MONTHLY SERVICE	GENERAL FUND	CENTER FOR ACTIVE LIVI	29.00
	12/08/23	WATER SOFTENER AND SALT	RECREATION	ICE ARENA	1,840.68
	12/08/23	MONTHLY SERVICE	RECREATION	PARK AREAS	20.00
	12/08/23	MONTHLY SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	20.00
	12/08/23	MONTHLY SERVICE	ELECTRIC	ACCTS-RECORDS & COLLEC	49.14
	12/08/23	MONTHLY SERVICE	LIQUOR	O-GEN MISC	<u>43.50</u>
				TOTAL:	2,240.27
CUSTOM GRAPHICS	12/08/23	TRANSLATER FLYERS	GENERAL FUND	ADMINISTRATION	<u>40.00</u>
				TOTAL:	40.00
DAKOTA SUPPLY GROUP INC	12/08/23	FIBER JUMBERS FOR SUB #3	ELECTRIC	FA DISTR STATION EQUIP	<u>74.31</u>
				TOTAL:	74.31
DOLL DISTRIBUTING LLC	12/08/23	BEER	LIQUOR	NON-DEPARTMENTAL	7,508.85
	12/08/23	BEER	LIQUOR	NON-DEPARTMENTAL	665.78
	12/08/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	84.40
	12/08/23	BEER	LIQUOR	NON-DEPARTMENTAL	792.07
	12/08/23	BEER	LIQUOR	NON-DEPARTMENTAL	<u>82.50</u>
				TOTAL:	7,802.04

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
DUBOIS CHEMICALS INC	12/08/23	CHEMICALS	INDUSTRIAL WASTEWA	O-PURIFY MISC	<u>11,543.60</u>
				TOTAL:	11,543.60
ECHO GROUP INC	12/08/23	LIGHT BULBS	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	154.00
	12/08/23	DOWNLIGHTS	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	136.00
	12/08/23	WATCHMAN PHOTOCELL	ELECTRIC	M-DISTR ST LITE & SIG	<u>32.36</u>
				TOTAL:	322.36
FASTENAL COMPANY	12/08/23	EYEWARE	GENERAL FUND	PAVED STREETS	11.49
	12/08/23	MISC BOLTS/SUPPLIES	RECREATION	BALLFIELD MAINTENANCE	253.66
	12/08/23	RETURN CARTRIDGE	RECREATION	BALLFIELD MAINTENANCE	34.61
	12/08/23	MISC BOLTS/SUPPLIES	RECREATION	BALLFIELD MAINTENANCE	1,514.66
	12/08/23	MISC BOLTS/SUPPLIES	RECREATION	BALLFIELD MAINTENANCE	<u>6.50</u>
				TOTAL:	1,751.70
FIFE WATER SERVICES INC	12/08/23	CHEMICALS	INDUSTRIAL WASTEWA	O-PURIFY MISC	18,624.72
	12/08/23	CHEMICALS	INDUSTRIAL WASTEWA	O-PURIFY MISC	<u>20,678.04</u>
				TOTAL:	39,302.76
FLAHERTY & HOOD PA	12/08/23	LABOR CONSULT SERVICES	GENERAL FUND	CITY ATTORNEY	<u>1,575.00</u>
				TOTAL:	1,575.00
FULL COMPASS SYSTEMS LTD	12/08/23	BLUE RAY PLAYER	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	<u>516.98</u>
				TOTAL:	516.98
GALLS LLC	12/08/23	CASTILLANO, RIVERA, MART T	GENERAL FUND	POLICE ADMINISTRATION	<u>123.70</u>
				TOTAL:	123.70
GOPHER STATE ONE CALL	12/08/23	MONTHLY LOCATE SEVICES	WATER	O-DISTR MISC	31.73
	12/08/23	MONTHLY LOCATE SEVICES	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	31.72
	12/08/23	MONTHLY LOCATE SEVICES	ELECTRIC	O-DISTR MISC	<u>63.45</u>
				TOTAL:	126.90
GRAHAM TIRE OF WORTHINGTON INC	12/08/23	SQUAD 20-32 CONTROL MODULE	GENERAL FUND	POLICE ADMINISTRATION	473.00
	12/08/23	SQUAD 20-32 CONTROL MODULE	GENERAL FUND	POLICE ADMINISTRATION	427.84
	12/08/23	SQUAD #19-42 OIL CHANGE	GENERAL FUND	POLICE ADMINISTRATION	<u>55.87</u>
				TOTAL:	956.71
CORY DOUGLAS GREENWAY	12/08/23	CONTINUING ED ONLINE	RECREATION	FIELD HOUSE	<u>465.00</u>
				TOTAL:	465.00
GRIDOR CONSTRUCTION INC	12/08/23	PAY REQUEST #28 MWWTF IMPR	MUNICIPAL WASTEWAT	FA PURIFY STRUCTURES	<u>446,935.00</u>
				TOTAL:	446,935.00
HENNING CONSTRUCTION	12/08/23	SHORELINE WASHOUT	STORM WATER MANAGE	PROJECT #1	<u>11,000.00</u>
				TOTAL:	11,000.00
HOPE HAVEN INC	12/08/23	CLEANING	GENERAL FUND	CENTER FOR ACTIVE LIVI	<u>541.67</u>
				TOTAL:	541.67
ICC CDS LLC	12/08/23	MUNICIPITY SUPPORT MOBILE	GENERAL FUND	NON-DEPARTMENTAL	8,707.42
	12/08/23	MUNICIPITY SUPPORT MOBILE	GENERAL FUND	ECONOMIC DEVELOPMENT	<u>791.58</u>
				TOTAL:	9,499.00
IIA LIFTING SERVICES INC	12/08/23	INSPECTION OF UNIT 101	ELECTRIC	O-DISTR UNDERGRND LINE	<u>480.48</u>
				TOTAL:	480.48

<u>VENDOR SORT KEY</u>	<u>DATE</u>	<u>DESCRIPTION</u>	<u>FUND</u>	<u>DEPARTMENT</u>	<u>AMOUNT</u>
IUOE LOCAL 49 FRINGE BENEFIT FUND	12/08/23	HEALTH INS PREMIUM 49ERS	GENERAL FUND	NON-DEPARTMENTAL	282.08
	12/08/23	HEALTH INS PREMIUM 49ERS	GENERAL FUND	NON-DEPARTMENTAL	435.41
	12/08/23	HEALTH INSURANCE-DEC FOR J	GENERAL FUND	NON-DEPARTMENTAL	213.00
	12/08/23	HEALTH INSURANCE-DEC FOR J	GENERAL FUND	NON-DEPARTMENTAL	98.74
	12/08/23	HEALTH PREMIUM 49ERS	GENERAL FUND	ENGINEERING ADMIN	376.23
	12/08/23	HEALTH PREMIUM 49ERS	GENERAL FUND	ENGINEERING ADMIN	392.28
	12/08/23	HEALTH PREMIUM 49ERS	GENERAL FUND	FIRE ADMINISTRATION	13.53
	12/08/23	HEALTH PREMIUM 49ERS	GENERAL FUND	PAVED STREETS	183.39
	12/08/23	HEALTH PREMIUM 49ERS	GENERAL FUND	PAVED STREETS	593.32
	12/08/23	HEALTH PREMIUM 49ERS	GENERAL FUND	PUBLIC WORK SHOP	1,724.65
	12/08/23	HEALTH PREMIUM 49ERS	GENERAL FUND	PUBLIC WORK SHOP	2,308.55
	12/08/23	HEALTH PREMIUM 49ERS	GENERAL FUND	ICE AND SNOW REMOVAL	39.48
	12/08/23	HEALTH PREMIUM 49ERS	GENERAL FUND	MISC SPECIAL DAYS/EVEN	235.65
	12/08/23	HEALTH INS PREMIUM 49ERS	RECREATION	NON-DEPARTMENTAL	285.19
	12/08/23	HEALTH INS PREMIUM 49ERS	RECREATION	NON-DEPARTMENTAL	301.26
	12/08/23	HEALTH INSURANCE-DEC FOR J	RECREATION	NON-DEPARTMENTAL	147.90
	12/08/23	MEIER DEC/JAN PREMIUMS	RECREATION	NON-DEPARTMENTAL	426.00
	12/08/23	HEALTH PREMIUM 49ERS	RECREATION	BALLFIELD MAINTENANCE	452.62
	12/08/23	HEALTH PREMIUM 49ERS	RECREATION	BALLFIELD MAINTENANCE	165.96
	12/08/23	HEALTH PREMIUM 49ERS	RECREATION	ICE ARENA	158.42
	12/08/23	HEALTH PREMIUM 49ERS	RECREATION	SOCCER COMPLEX	120.70
	12/08/23	HEALTH PREMIUM 49ERS	RECREATION	PARK AREAS	1,126.53
	12/08/23	HEALTH PREMIUM 49ERS	RECREATION	PARK AREAS	3,193.66
	12/08/23	HEALTH PREMIUM 49ERS	RECREATION	TREE REMOVAL	603.12
	12/08/23	HEALTH INS PREMIUM 49ERS	IMPROVEMENT CONST	NON-DEPARTMENTAL	30.62
	12/08/23	HEALTH PREMIUM 49ERS	IMPROVEMENT CONST	MURRAY AVE-NOBLES-TREV	135.79
	12/08/23	HEALTH PREMIUM 49ERS	IMPROVEMENT CONST	SHELL ST-9TH AVE TO LA	37.72
	12/08/23	HEALTH INS PREMIUM 49ERS	TI DIST #7, REDEV	NON-DEPARTMENTAL	3.99
	12/08/23	HEALTH INS PREMIUM 49ERS	TI DIST #7, REDEV	NON-DEPARTMENTAL	1.33
	12/08/23	HEALTH PREMIUM 49ERS	TI DIST #7, REDEV	SEWER EXT - N HUMISTON	22.63
	12/08/23	HEALTH INS PREMIUM 49ERS	TI DIST #7, REDEV	SEWER EXT - N HUMISTON	7.54
	12/08/23	HEALTH INS PREMIUM 49ERS	WATER	NON-DEPARTMENTAL	545.81
	12/08/23	HEALTH INS PREMIUM 49ERS	WATER	NON-DEPARTMENTAL	600.39
	12/08/23	HEALTH PREMIUM 49ERS	WATER	O-PUMPING	161.51
	12/08/23	HEALTH PREMIUM 49ERS	WATER	O-PUMPING	143.05
	12/08/23	HEALTH PREMIUM 49ERS	WATER	O-PURIFY LABOR	377.07
	12/08/23	HEALTH PREMIUM 49ERS	WATER	O-PURIFY LABOR	367.43
	12/08/23	HEALTH PREMIUM 49ERS	WATER	O-DIST UNDERGRND LINES	840.25
	12/08/23	HEALTH PREMIUM 49ERS	WATER	O-DIST UNDERGRND LINES	1,082.71
	12/08/23	HEALTH PREMIUM 49ERS	WATER	O-DISTR MISC	544.98
	12/08/23	HEALTH PREMIUM 49ERS	WATER	O-DISTR MISC	859.14
	12/08/23	HEALTH PREMIUM 49ERS	WATER	M-TRANS MAINS	783.55
	12/08/23	HEALTH PREMIUM 49ERS	WATER	M-TRANS MAINS	565.17
	12/08/23	HEALTH PREMIUM 49ERS	WATER	M-TRANS HYDRANTS	310.14
	12/08/23	HEALTH PREMIUM 49ERS	WATER	FA MISC	75.44
	12/08/23	HEALTH PREMIUM 49ERS	WATER	PROJECT #2	267.80
	12/08/23	HEALTH PREMIUM 49ERS	WATER	PROJECT #11	278.66
	12/08/23	HEALTH PREMIUM 49ERS	WATER	PROJECT #11	445.08
	12/08/23	HEALTH INS PREMIUM 49ERS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	745.50
	12/08/23	HEALTH INS PREMIUM 49ERS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	745.50
	12/08/23	HEALTH PREMIUM 49ERS	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	221.18
	12/08/23	HEALTH PREMIUM 49ERS	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	236.97
	12/08/23	HEALTH PREMIUM 49ERS	MUNICIPAL WASTEWAT	O-PURIFY LABOR	1,248.33
	12/08/23	HEALTH PREMIUM 49ERS	MUNICIPAL WASTEWAT	O-PURIFY LABOR	1,414.18
	12/08/23	HEALTH PREMIUM 49ERS	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	657.99
	12/08/23	HEALTH PREMIUM 49ERS	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	640.26

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	12/08/23	HEALTH PREMIUM 49ERS	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	1,216.93
	12/08/23	HEALTH PREMIUM 49ERS	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	706.32
	12/08/23	HEALTH PREMIUM 49ERS	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	880.07
	12/08/23	HEALTH PREMIUM 49ERS	MUNICIPAL WASTEWAT	M-PURIFY EQUIPMENT	1,226.77
	12/08/23	HEALTH INS PREMIUM 49ERS	STORM WATER MANAGE	NON-DEPARTMENTAL	326.49
	12/08/23	HEALTH INS PREMIUM 49ERS	STORM WATER MANAGE	NON-DEPARTMENTAL	561.79
	12/08/23	HEALTH PREMIUM 49ERS	STORM WATER MANAGE	STORM DRAINAGE	1,327.70
	12/08/23	HEALTH PREMIUM 49ERS	STORM WATER MANAGE	STORM DRAINAGE	2,761.01
	12/08/23	HEALTH PREMIUM 49ERS	STORM WATER MANAGE	STREET CLEANING	260.26
	12/08/23	HEALTH PREMIUM 49ERS	STORM WATER MANAGE	STREET CLEANING	422.45
	12/08/23	HEALTH PREMIUM 49ERS	STORM WATER MANAGE	PROJECT #4	266.51
	12/08/23	HEALTH PREMIUM 49ERS	STORM WATER MANAGE	PROJECT #4	94.30
	12/08/23	HEALTH PREMIUM 49ERS	STORM WATER MANAGE	PROJECT #12	6.48
	12/08/23	HEALTH PREMIUM 49ERS	STORM WATER MANAGE	PROJECT #13	7.54
			TOTAL:		38,340.00
JAYMAR BUSINESS FORMS INC	12/08/23	500 BUSINESS CARDS	ELECTRIC	ADMIN OFFICE SUPPLIES	87.33
			TOTAL:		87.33
JERRY'S AUTO SUPPLY OF WORTHINGTON INC	12/08/23	AIR FILTER	GENERAL FUND	FIRE ADMINISTRATION	14.99
			TOTAL:		14.99
JOHNSON BROTHERS LIQUOR CO	12/08/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	151.55
	12/08/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	11,194.65
	12/08/23	WINE	LIQUOR	NON-DEPARTMENTAL	2,990.53
	12/08/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	48.00
	12/08/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	25.50
	12/08/23	FREIGHT	LIQUOR	O-SOURCE MISC	0.34
	12/08/23	FREIGHT	LIQUOR	O-SOURCE MISC	129.37
	12/08/23	FREIGHT	LIQUOR	O-SOURCE MISC	100.98
			TOTAL:		14,589.92
KARL'S TV & APPLIANCE INC	12/08/23	K9 FOOD FREEZER	GENERAL FUND	POLICE ADMINISTRATION	749.99
			TOTAL:		749.99
LAW ENFORCEMENT LABOR SERVICES INC #27	12/08/23	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	329.16
			TOTAL:		329.16
LEAGUE OF MN CITIES INSURANCE TRUST	12/08/23	4TH QTR WORK COMP	GENERAL FUND	NON-DEPARTMENTAL	56,845.61
	12/08/23	4TH QTR WORK COMP	GENERAL FUND	MAYOR AND COUNCIL	0.67
	12/08/23	4TH QTR WORK COMP	GENERAL FUND	ADMINISTRATION	21.79
	12/08/23	4TH QTR WORK COMP	GENERAL FUND	CLERK'S OFFICE	15.73
	12/08/23	4TH QTR WORK COMP	GENERAL FUND	ACCOUNTING	14.81
	12/08/23	4TH QTR WORK COMP	GENERAL FUND	ENGINEERING ADMIN	40.01
	12/08/23	4TH QTR WORK COMP	GENERAL FUND	ECONOMIC DEVELOPMENT	31.03
	12/08/23	4TH QTR WORK COMP	GENERAL FUND	POLICE ADMINISTRATION	3,134.99
	12/08/23	4TH QTR WORK COMP	GENERAL FUND	REGULATE LAWFUL GAMBLE	3.99
	12/08/23	4TH QTR WORK COMP	GENERAL FUND	SECURITY CENTER	33.29
	12/08/23	4TH QTR WORK COMP	GENERAL FUND	SECURITY CENTER	475.62
	12/08/23	4TH QTR WORK COMP	GENERAL FUND	FIRE ADMINISTRATION	565.51
	12/08/23	4TH QTR WORK COMP	GENERAL FUND	ANIMAL CONTROL ENFORCE	7.26
	12/08/23	4TH QTR WORK COMP	GENERAL FUND	PAVED STREETS	142.45
	12/08/23	4TH QTR WORK COMP	GENERAL FUND	PUBLIC WORK SHOP	92.47
	12/08/23	4TH QTR WORK COMP	GENERAL FUND	ICE AND SNOW REMOVAL	118.53
	12/08/23	4TH QTR WORK COMP	GENERAL FUND	SIGNS AND SIGNALS	11.76
	12/08/23	4TH QTR WORK COMP	GENERAL FUND	TRASH PICKUP	11.13

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	12/08/23	4TH QTR WORK COMP	GENERAL FUND	CODE ENFORCEMENT	12.86
	12/08/23	4TH QTR WORK COMP	GENERAL FUND	LAKE IMPROVEMENT	7.00
	12/08/23	4TH QTR WORK COMP	GENERAL FUND	MISC SPECIAL DAYS/EVEN	13.44
	12/08/23	4TH QTR WORK COMP	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	119.74
	12/08/23	4TH QTR WORK COMP	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	9.01
	12/08/23	4TH QTR WORK COMP	RECREATION	NON-DEPARTMENTAL	8,044.22
	12/08/23	4TH QTR WORK COMP	RECREATION	FIELD HOUSE	96.76
	12/08/23	4TH QTR WORK COMP	RECREATION	BALLFIELD MAINTENANCE	12.71
	12/08/23	4TH QTR WORK COMP	RECREATION	ICE ARENA	16.35
	12/08/23	4TH QTR WORK COMP	RECREATION	SOCCER COMPLEX	13.95
	12/08/23	4TH QTR WORK COMP	RECREATION	PARK AREAS	257.46
	12/08/23	4TH QTR WORK COMP	RECREATION	OLSON PARK CAMPGROUND	19.62
	12/08/23	4TH QTR WORK COMP	RECREATION	TREE REMOVAL	188.65
	12/08/23	4TH QTR WORK COMP	PIR/TRUNKS	NON-DEPARTMENTAL	29.06
	12/08/23	4TH QTR WORK COMP	PIR/TRUNKS	SP ASSESS-ADMIN ESCROW	2.19
	12/08/23	4TH QTR WORK COMP	IMPROVEMENT CONST	NON-DEPARTMENTAL	1,927.42
	12/08/23	4TH QTR WORK COMP	IMPROVEMENT CONST	OTHER MISC PROJECTS	145.07
	12/08/23	4TH QTR WORK COMP	WATER	NON-DEPARTMENTAL	2,898.79
	12/08/23	4TH QTR WORK COMP	WATER	INJURIES AND DAMAGES	218.19
	12/08/23	4TH QTR WORK COMP	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	4,718.79
	12/08/23	4TH QTR WORK COMP	MUNICIPAL WASTEWAT	INJURIES AND DAMAGES	355.18
	12/08/23	4TH QTR WORK COMP	ELECTRIC	NON-DEPARTMENTAL	4,103.14
	12/08/23	4TH QTR WORK COMP	ELECTRIC	INJURIES & DAMAGES	308.84
	12/08/23	4TH QTR WORK COMP	STORM WATER MANAGE	NON-DEPARTMENTAL	2,023.67
	12/08/23	4TH QTR WORK COMP	STORM WATER MANAGE	STORM DRAINAGE	101.78
	12/08/23	4TH QTR WORK COMP	STORM WATER MANAGE	STREET CLEANING	50.54
	12/08/23	4TH QTR WORK COMP	LIQUOR	NON-DEPARTMENTAL	3,159.19
	12/08/23	4TH QTR WORK COMP	LIQUOR	O-GEN MISC	237.79
	12/08/23	4TH QTR WORK COMP	AIRPORT	NON-DEPARTMENTAL	671.93
	12/08/23	4TH QTR WORK COMP	AIRPORT	O-GEN MISC	50.58
	12/08/23	4TH QTR WORK COMP	DATA PROCESSING	NON-DEPARTMENTAL	242.19
	12/08/23	4TH QTR WORK COMP	DATA PROCESSING	DATA PROCESSING	<u>18.24</u>
				TOTAL:	91,641.00
LEWIS & CLARK REGIONAL WATER SYSTEM IN	12/08/23	CAPACITY CHARGE 57,120,000	WATER	O-SOURCE MISC	<u>70,866.80</u>
				TOTAL:	70,866.80
LLOYD MANAGEMENT INC	12/08/23	WATER SOFTENER REBATE	MUNICIPAL WASTEWAT	O-PURIFY MISC	500.00
	12/08/23	WATER SOFTENER REBATE	MUNICIPAL WASTEWAT	O-PURIFY MISC	500.00
	12/08/23	WATER SOFTENER REBATE	MUNICIPAL WASTEWAT	O-PURIFY MISC	<u>500.00</u>
				TOTAL:	1,500.00
MARK'S AUTO REPAIR OF WORTHINGTON INC	12/08/23	SQUAD #13-33 BATTERY	GENERAL FUND	POLICE ADMINISTRATION	<u>198.83</u>
				TOTAL:	198.83
MEIER TOM	12/08/23	AIR CONDITIONER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	<u>250.00</u>
				TOTAL:	250.00
MIDWEST GARAGE DOORS INC	12/08/23	SERVICE CALL PUBLIC WORKS	GENERAL FUND	PAVED STREETS	230.00
	12/08/23	SERVICE CALL PUBLIC WORKS	GENERAL FUND	PAVED STREETS	<u>792.15</u>
				TOTAL:	1,022.15
MIDWESTERN MECHANICAL INC	12/08/23	TEST SPRINKLER PW SHOP	RECREATION	PARK AREAS	<u>370.00</u>
				TOTAL:	370.00
MINNESOTA CHILD SUPPORT PAYMENT CTR	12/08/23	SUPPORT ORDER	GENERAL FUND	NON-DEPARTMENTAL	139.82



VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	139.82
MINNESOTA ENERGY RESOURCES CORP	12/08/23	MONHTLY SERVICE	GENERAL FUND	PAVED STREETS	796.03
	12/08/23	MONHTLY SERVICE	GENERAL FUND	PAVED STREETS	165.56
	12/08/23	MONHTLY SERVICE	RECREATION	ICE ARENA	2,243.37
	12/08/23	MONHTLY SERVICE	RECREATION	PARK AREAS	796.02
	12/08/23	MONHTLY SERVICE	RECREATION	OLSON PARK CAMPGROUND	202.96
	12/08/23	MONHTLY SERVICE	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	1,354.33
	12/08/23	MONHTLY SERVICE	WATER	O-DISTR MISC	24.41
	12/08/23	MONHTLY SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	2,613.50
	12/08/23	MONTHLY SERVICE	LIQUOR	O-GEN MISC	1,469.85
	12/08/23	MONHTLY SERVICE	AIRPORT	O-GEN MISC	419.77
	12/08/23	MONHTLY SERVICE	AIRPORT	O-GEN MISC	287.79
				TOTAL:	10,373.59
MISCELLANEOUS V OVEDO, MARIO	12/08/23	MISCELLANEOUS VENDOR	MUNICIPAL WASTEWAT	O-PURIFY MISC	500.00
WADZINSKI, TYLER	12/08/23	MISCELLANEOUS VENDOR	MUNICIPAL WASTEWAT	O-PURIFY MISC	500.00
BENTON, GALEN	12/08/23	AIR CONDITIONER REBATE	ELECTRIC	CUSTOMER INSTALL EXPEN	250.00
HIERONIMUS, TODD	12/08/23	MISCELLANEOUS VENDOR	ELECTRIC	CUSTOMER INSTALL EXPEN	64.00
				TOTAL:	1,314.00
NEW TEC, INC.	12/08/23	HOSE FOR FLOOR SCRUBBER	RECREATION	ICE ARENA	21.17
				TOTAL:	21.17
NICOLE R KEMPEMA	12/08/23	CLEANING NOVEMBER	GENERAL FUND	GENERAL GOVT BUILDINGS	1,800.00
	12/08/23	CLEANING NOVEMBER	ECONOMIC DEV AUTHO	TRAINING/TESTING CENTE	1,456.31
				TOTAL:	3,256.31
NIENKERK CONSTRUCTION INC	12/08/23	ELENANOR DITCH CLEANING	STORM WATER MANAGE	PROJECT #1	16,459.00
				TOTAL:	16,459.00
NOBLES COUNTY AUDITOR/TREASURER	12/08/23	DEED TAX FOR LAND SWAP	GENERAL FUND	ECONOMIC DEVELOPMENT	1.65
				TOTAL:	1.65
NOBLES COUNTY PUBLIC WORKS	12/08/23	#412 BOX CYLINDER REPAIR	GENERAL FUND	PAVED STREETS	208.06
				TOTAL:	208.06
ONE OFFICE SOLUTION-WOCITY	12/08/23	PENS	GENERAL FUND	CLERK'S OFFICE	20.82
	12/08/23	ERASER BOARD	GENERAL FUND	ENGINEERING ADMIN	57.00
	12/08/23	NOTORY STAMP	GENERAL FUND	ENGINEERING ADMIN	21.27
	12/08/23	FLAGS	GENERAL FUND	ENGINEERING ADMIN	2.65
	12/08/23	BUSINESS CARDS	GENERAL FUND	ENGINEERING ADMIN	9.00
	12/08/23	FOLDERS	GENERAL FUND	ENGINEERING ADMIN	6.34
	12/08/23	NOTORY STAMP	GENERAL FUND	ECONOMIC DEVELOPMENT	21.28
	12/08/23	FLAGS	GENERAL FUND	ECONOMIC DEVELOPMENT	2.66
	12/08/23	BUSINESS CARDS	GENERAL FUND	ECONOMIC DEVELOPMENT	18.10
	12/08/23	FOLDERS	GENERAL FUND	ECONOMIC DEVELOPMENT	6.34
	12/08/23	TRASH BAGS	GENERAL FUND	GENERAL GOVT BUILDINGS	89.70
	12/08/23	TISSUE	GENERAL FUND	GENERAL GOVT BUILDINGS	36.11
	12/08/23	BINDERS	GENERAL FUND	OTHER GEN GOVT MISC	14.60
	12/08/23	BINDERS	GENERAL FUND	OTHER GEN GOVT MISC	14.60
	12/08/23	PAD AND CLIPS	GENERAL FUND	FIRE ADMINISTRATION	125.24
	12/08/23	PRINTER TONER	GENERAL FUND	CENTER FOR ACTIVE LIVI	96.54
	12/08/23	LINERS	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	134.36
	12/08/23	CALENDARS	DATA PROCESSING	DATA PROCESSING	57.15
				TOTAL:	733.76

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ONE OFFICE SOLUTION-WOUTIL	12/08/23	BATTERIES	WATER	ADMIN OFFICE SUPPLIES	7.13
	12/08/23	SERVICE AGREEMENT COPIER	WATER	ACCTS-RECORDS & COLLEC	39.48
	12/08/23	BATTERIES	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	7.13
	12/08/23	SERVICE AGREEMENT COPIER	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	39.47
	12/08/23	BATTERIES	ELECTRIC	ADMIN OFFICE SUPPLIES	14.23
	12/08/23	SERVICE AGREEMENT COPIER	ELECTRIC	ACCTS-RECORDS & COLLEC	<u>78.96</u>
				TOTAL:	186.40
PAIGE ST. JOHN	12/08/23	MILEAGE	LIQUOR	O-GEN MISC	<u>31.44</u>
				TOTAL:	31.44
PALMA CUSTOMS & AUTO SALES LLC	12/08/23	IR#23-7652 CALIBER TOWING	GENERAL FUND	POLICE ADMINISTRATION	68.00
	12/08/23	IR #23-7739 AVALON TOW	GENERAL FUND	POLICE ADMINISTRATION	<u>145.63</u>
				TOTAL:	213.63
PHILLIPS WINE & SPIRITS INC	12/08/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	6,690.09
	12/08/23	WINE	LIQUOR	NON-DEPARTMENTAL	1,846.06
	12/08/23	FREIGHT	LIQUOR	O-SOURCE MISC	71.78
	12/08/23	FREIGHT	LIQUOR	O-SOURCE MISC	<u>50.99</u>
				TOTAL:	8,658.92
BRIAN POWERS	12/08/23	BOILER CHECK	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	<u>300.00</u>
				TOTAL:	300.00
PRECISION LAWN+	12/08/23	FALL CLEANUP	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	<u>650.00</u>
				TOTAL:	650.00
QUADIENT LEASING USA, INC	12/08/23	POSTAGE PAYMENT LEASE	DATA PROCESSING	COPIER/FAX	<u>502.08</u>
				TOTAL:	502.08
RADIO WORKS LLC	12/08/23	CAL ADS	GENERAL FUND	CENTER FOR ACTIVE LIVI	250.00
	12/08/23	CAL ADS	GENERAL FUND	CENTER FOR ACTIVE LIVI	150.00
	12/08/23	WATER WORLD AD	RECREATION	AQUATIC CENTER FACILIT	500.00
	12/08/23	ADS	LIQUOR	O-GEN MISC	150.00
	12/08/23	ADS	LIQUOR	O-GEN MISC	600.00
	12/08/23	ADS	LIQUOR	O-GEN MISC	<u>250.00</u>
				TOTAL:	1,900.00
RESERVE ACCOUNT-ACCOUNT#30233498	12/08/23	POSTAGE BY PHONE	WATER	ADMIN OFFICE SUPPLIES	150.00
	12/08/23	POSTAGE BY PHONE	WATER	ACCTS-RECORDS & COLLEC	1,350.00
	12/08/23	POSTAGE BY PHONE	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	150.00
	12/08/23	POSTAGE BY PHONE	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	1,350.00
	12/08/23	POSTAGE BY PHONE	ELECTRIC	ADMIN OFFICE SUPPLIES	300.00
	12/08/23	POSTAGE BY PHONE	ELECTRIC	ACCTS-RECORDS & COLLEC	<u>2,700.00</u>
				TOTAL:	6,000.00
RILEY MARK	12/08/23	ALTURA MEETING	GENERAL FUND	POLICE ADMINISTRATION	<u>264.48</u>
				TOTAL:	264.48
ROUND LAKE VINEYARDS & WINERY LLC	12/08/23	WINE	LIQUOR	NON-DEPARTMENTAL	<u>582.00</u>
				TOTAL:	582.00
RUNNINGS SUPPLY INC-ACCT#9502485	12/08/23	CHAIN ROLLER	GENERAL FUND	PAVED STREETS	49.99-
	12/08/23	GLOVES WHEEL BRUSH	GENERAL FUND	PAVED STREETS	17.99
	12/08/23	GLOVES WHEEL BRUSH	GENERAL FUND	PAVED STREETS	31.06
	12/08/23	MAIL BOX	GENERAL FUND	ICE AND SNOW REMOVAL	75.98

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	12/08/23	SNOW BLOWER OIL & GAS CAN	GENERAL FUND	CENTER FOR ACTIVE LIVI	12.98
	12/08/23	IMPACT DRIVER BATTERY AREN	RECREATION	ICE ARENA	149.99
	12/08/23	ADAPTERS	RECREATION	ICE ARENA	6.00
	12/08/23	PAIL RUBBER	RECREATION	ICE ARENA	<u>12.99</u>
				TOTAL:	257.00
SANITATION PRODUCTS INC	12/08/23	#413 SEGMENT SET	STORM WATER MANAGE	STREET CLEANING	<u>540.00</u>
				TOTAL:	540.00
SCHAAP SANITATION	12/08/23	MONTHLY SERVICE	GENERAL FUND	FIRE ADMINISTRATION	66.86
	12/08/23	MONTHLY SERVICE	GENERAL FUND	PAVED STREETS	728.11
	12/08/23	MONTHLY SERVICE	GENERAL FUND	PAVED STREETS	104.73
	12/08/23	MONTHLY SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	297.01
	12/08/23	MONTHLY SERVICE	RECREATION	FIELD HOUSE	208.65
	12/08/23	MONTHLY SERVICE	RECREATION	PARK AREAS	728.11
	12/08/23	MONTHLY SERVICE	RECREATION	PARK AREAS	<u>104.73</u>
				TOTAL:	2,238.20
PAM SCHREIER	12/08/23	BCA TRAINING	GENERAL FUND	SECURITY CENTER	26.02
	12/08/23	BCA TRAINING	GENERAL FUND	SECURITY CENTER	<u>26.03</u>
				TOTAL:	52.05
TODD SCHROEDER	12/08/23	MOWING	GENERAL FUND	GENERAL GOVT BUILDINGS	<u>187.03</u>
				TOTAL:	187.03
SCHWALBACH ACE 5930	12/08/23	VACUUM BAGS	GENERAL FUND	FIRE ADMINISTRATION	179.99
	12/08/23	AIR FILTERS	GENERAL FUND	CENTER FOR ACTIVE LIVI	47.94
	12/08/23	AIR FILTERS	GENERAL FUND	CENTER FOR ACTIVE LIVI	6.59
	12/08/23	DOOR UNDERSEAL	RECREATION	ICE ARENA	18.99
	12/08/23	PARTS FOR SNOWBLOWER	RECREATION	ICE ARENA	65.98
	12/08/23	LEVEL, BRUSH, PLIERS	RECREATION	ICE ARENA	94.96
	12/08/23	PARTS TO FIX DOOR	RECREATION	ICE ARENA	10.89
	12/08/23	PLIERS RETURN	RECREATION	ICE ARENA	29.99-
	12/08/23	FASTENERS	RECREATION	SOCCER COMPLEX	<u>4.96</u>
				TOTAL:	400.31
SOUTHERN GLAZER'S WINE AND SPIRITS LL	12/08/23	LIQUOR	LIQUOR	NON-DEPARTMENTAL	14,761.86
	12/08/23	WINE	LIQUOR	NON-DEPARTMENTAL	1,528.12
	12/08/23	FREIGHT	LIQUOR	O-SOURCE MISC	228.28
	12/08/23	FREIGHT	LIQUOR	O-SOURCE MISC	<u>32.07</u>
				TOTAL:	16,550.33
STREICHER'S INC	12/08/23	.223 AMMUNITION	GENERAL FUND	POLICE ADMINISTRATION	<u>876.00</u>
				TOTAL:	876.00
STUART C IRBY CO	12/08/23	RUBBER GLOVE COVERS	ELECTRIC	O-DISTR MISC	<u>111.92</u>
				TOTAL:	111.92
THE GLOBE	12/08/23	SUBSCRIPTION	GENERAL FUND	SECURITY CENTER	75.54
	12/08/23	SUBSCRIPTION	GENERAL FUND	SECURITY CENTER	<u>75.55</u>
				TOTAL:	151.09
THOMSON REUTERS - WEST	12/08/23	NOV CHARGES	GENERAL FUND	POLICE ADMINISTRATION	<u>288.11</u>
				TOTAL:	288.11
TRI-STATE RENTAL CENTER	12/08/23	ARENA SCISSOR LIFT	RECREATION	ICE ARENA	810.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	810.00
U LINE	12/08/23	TRASHBAGS, CART, TOWELS	RECREATION	ICE ARENA	1,644.50
				TOTAL:	1,644.50
VERIZON WIRELESS	12/08/23	MONTHLY SERVICE	GENERAL FUND	ADMINISTRATION	40.39
	12/08/23	MONTHLY SERVICE	GENERAL FUND	ADMINISTRATION	40.39
	12/08/23	MONTHLY SERVICE	GENERAL FUND	ENGINEERING ADMIN	130.79
	12/08/23	MONTHLY SERVICE	GENERAL FUND	ECONOMIC DEVELOPMENT	85.78
	12/08/23	MONTHLY SERVICE WPD	GENERAL FUND	POLICE ADMINISTRATION	675.18
	12/08/23	MONTHLY SERVICE AIR CARD W	GENERAL FUND	POLICE ADMINISTRATION	664.18
	12/08/23	MONTHLY SERVICE SHARED	GENERAL FUND	SECURITY CENTER	41.45
	12/08/23	MONTHLY SERVICE SHARED	GENERAL FUND	SECURITY CENTER	41.45
	12/08/23	MONTHLY SERVICE ANIMAL CON	GENERAL FUND	ANIMAL CONTROL ENFORCE	41.45
	12/08/23	MONTHLY SERVICE AIR CARD A	GENERAL FUND	ANIMAL CONTROL ENFORCE	35.01
	12/08/23	MONTHLY SERVICE	GENERAL FUND	PAVED STREETS	237.39
	12/08/23	MONTHLY SERVICE CSO	GENERAL FUND	CODE ENFORCEMENT	41.45
	12/08/23	MONTHLY SERVICE AIR CSO	GENERAL FUND	CODE ENFORCEMENT	35.01
	12/08/23	MONTHLY SERVICE	RECREATION	FIELD HOUSE	80.78
	12/08/23	MONTHLY SERVICE	RECREATION	PARK AREAS	80.78
	12/08/23	MONTHLY SERVICE	RECREATION	OLSON PARK CAMPGROUND	40.39
	12/08/23	MONTHLY SERVICE	DATA PROCESSING	DATA PROCESSING	40.39
				TOTAL:	2,352.26
RICK D VON HOLDT	12/08/23	GREATER MN MEETING WILMAR	GENERAL FUND	MAYOR AND COUNCIL	163.10
				TOTAL:	163.10
WINE MERCHANTS	12/08/23	WINE	LIQUOR	NON-DEPARTMENTAL	3,607.50
	12/08/23	FREIGHT	LIQUOR	O-SOURCE MISC	65.34
				TOTAL:	3,672.84
WOODARD & CURRAN INC	12/08/23	DECEMBER 2023 SERVICES	INDUSTRIAL WASTEWA	O-PURIFY MISC	80,950.14
				TOTAL:	80,950.14
WOODS, FULLER, SHULTZ & SMITH P.C.	12/08/23	GENERAL BUSINESS	GENERAL FUND	CITY ATTORNEY	6,120.00
				TOTAL:	6,120.00
WORTHINGTON BUILDING MATERIALS INC	12/08/23	DOOR KNOBS	AIRPORT	O-GEN MISC	229.25
				TOTAL:	229.25
YMCA	12/08/23	NOVEMBER CAL REIMBURSEMENT	GENERAL FUND	CENTER FOR ACTIVE LIVI	1,300.00
	12/08/23	NOVEMBER CAL REIMBURSEMENT	GENERAL FUND	CENTER FOR ACTIVE LIVI	3,500.91
	12/08/23	NOV AQUATIC DIR REIMBURSEM	RECREATION	AQUATIC CENTER FACILIT	1,500.00
				TOTAL:	6,300.91

<u>VENDOR SORT KEY</u>	<u>DATE</u>	<u>DESCRIPTION</u>	<u>FUND</u>	<u>DEPARTMENT</u>	<u>AMOUNT</u>
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## ===== FUND TOTALS =====

101	GENERAL FUND	106,167.57
202	MEMORIAL AUDITORIUM	2,462.77
229	RECREATION	29,555.00
231	ECONOMIC DEV AUTHORITY	2,810.64
321	PIR/TRUNKS	31.25
401	IMPROVEMENT CONST	16,672.78
419	TI DIST #7, REDEV AMEND 5	42.01
601	WATER	84,052.82
602	MUNICIPAL WASTEWATER	468,698.69
604	ELECTRIC	9,198.73
605	INDUSTRIAL WASTEWATER	138,637.50
606	STORM WATER MANAGEMENT	36,224.48
609	LIQUOR	83,657.08
612	AIRPORT	1,659.32
702	DATA PROCESSING	878.77

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GRAND TOTAL:	980,749.41
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