

**WORTHINGTON CITY COUNCIL  
REGULAR MEETING**

**AGENDA**

**5:30 P.M. - Monday, March 25, 2024  
City Hall Council Chambers**

- A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**
- B. INTRODUCTIONS AND OPENING REMARKS**
- C. AGENDA ADDITIONS/CHANGES AND CLOSURE**
  - 1. Additions/Changes
  - 2. Closure
- D. PUBLIC HEARING - AVERA HEALTH ISSUANCE OF REVENUE BONDS BY SOUTH DAKOTA HEALTH AND EDUCATIONAL FACILITIES AUTHORITY - ADMINISTRATION CASE ITEM 1**
  - 1. Open Hearing
  - 2. Hearing Presentation
  - 3. Testimony
  - 4. Close Hearing
  - 5. Action on Hearing
- E. PUBLIC HEARING - EAST NINTH AVENUE SANITARY SEWER CONSTRUCTION - ENGINEERING CASE ITEM 1 (BLUE)**
  - 1. Open Hearing
  - 2. Hearing Presentation
  - 3. Testimony
  - 4. Close Hearing
  - 5. Action on Hearing
- F. CONSENT AGENDA**
  - 1. CITY COUNCIL MINUTES (WHITE)
    - a. Special City Council Meeting Minutes of March 14, 2024
    - b. City Council Meeting Minutes of March 11, 2024
  - 2. MINUTES OF BOARDS AND COMMISSIONS (PINK)

- a. Water & Light Commission Meeting Minutes of March 18, 2024
- b. Park & Recreation Advisory Board Meeting Minutes of March 6, 2024
- c. Heron Lake Watershed Board Meeting Minutes of February 27, 2024 and January 24, 2024
- d. Cross Cultural Advisory Board Meeting Minutes of February 20 2024
- e. Housing & Redevelopment Authority Meeting Minutes January 24, 2024

3. CITY COUNCIL BUSINESS (WHITE)

Case Item(s)

1. Application for Exemption from Lawful Gambling Permit - King Turkey Day, Inc.
2. Seasonal Renewal for On-Sale Liquor License Application - Nobles County Fair Association/Worthington Speedway

4. FINANCIAL STATEMENTS (LAVENDER)

- a. Municipal Liquor Store Income Statement for th Period of January 1, 2024 through February 29, 2024
- b. Fieldhouse Statement of Revenue and Expenditures - Budget and Actual for the Period of January 1, 2024 through February 29, 2024
- c. Olson Park Statement of Revenue and Expenditures - Budget and Actual for the Period of January 1, 2024 through February 29, 2024

5. BILLS PAYABLE (WHITE)

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

**G. CITY COUNCIL BUSINESS - ADMINISTRATION**

Case Item(s)

2. Resolution Designating Polling Places for Election Precincts within the City of Worthington
3. Nominating Committee Recommendations for Committee Appointments/Reappointments

4. Resolution of Support for Minnesota Association of Community Telecommunications Administrators (MACTA) Efforts to Modernize Public, Education, and Government (PEG) Programming/Public Access Funding
5. Adopt Resolution Accepting Grant from Southwest Minnesota Arts Council

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

Case Item(s)

1. Approve MN West Ballfield Maintenance Contract
2. District 518 Ballfield Maintenance Agreement
3. 2024 Hangar Lease Rates - Worthington Municipal Airport
4. Adopt a Resolution Executing a State of Minnesota Grant

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

Case Item(s)

2. Award the Contract for Second Avenue Street Reconstruction
3. Award the Contract for Church Avenue Pavement Reconstruction

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

Case Item(s)

1. Text Amendment - City Code Chapter 155, Section 52 and Appendix B: Table 2
2. Text Amendment - City Code Chapter 155, Appendix E: Table 5

**K. COUNCIL COMMITTEE REPORTS**

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

6. Council Member Cummings

**L. CITY ADMINISTRATOR REPORT**

**M. CLOSED SESSION UNDER MINN. STAT. § 13D.05, SUBD. 3(B) ATTORNEY  
CLIENT PRIVILEGE (\*\*SEE NOTE) - 8TH AVENUE RECONSTRUCTION -  
ADMINISTRATION CASE ITEM 6**

1. Motion to Close Meeting
2. Discussion
3. Motion to Reopen Meeting
4. Possible Action

**N. ADJOURNMENT**

**WORTHINGTON CITY COUNCIL  
SPECIAL MEETING, MARCH 14, 2024**

The meeting was called to order at 12:00 p.m. in City Hall Council Chambers by Mayor Rick Von Holdt with the following members present: Alaina Kolpin.

Members absent: Larry Janssen, Chris Kielblock, Chad Cummings, Amy Ernst.

Staff present: Steve Robinson, City Administrator; Steve Schneider, City Engineer Emeritus; Matt Selof, Community Development Director; Hyunmyeong Goo, City Engineer; Marilyn Cilengi, Assistant City Engineer; Chad Nickel, Public Works Supervisor; Eric Roos, Public Utilities; Aaron Sieve, Public Utilities; Jeremy Braaksma, Public Utilities; Joe Byrne, Public Utilities; Mindy Eggers, City Clerk.

Others Present: Sam Martin, The Globe; Peter Engelmeyer, MnDOT; John Crawford, KLJ Engineering; Joe DeVere, KLJ Engineering; Anne Wolff, MnDOT; Ryan Sundberg, KLJ Engineering.

**MN DOT/HIGHWAY 59 TURNBACK DISCUSSION**

MnDOT District 7 and KLJ Engineering gave an update on the planned reconstruction of U.S. 59 in Worthington. The reconstruction project isn't planned to begin until the spring of 2027.

Ryan Sundberg, KLG Engineering, said the two lanes of northbound travel will be maintained up until Ryan's Road. The elevation is planned to be lowered to be in line with the elevation of the frontage road. Part of the reconstruction will include sidewalks on both sides of Humiston on the eastern side of the frontage road and then on the western side of Humiston to the south.

Peter Engelmeyer, MnDOT, said there will also be some work done on Humiston Avenue south of Oxford Street but the majority of the project focuses on North Humiston Avenue, between Oxford Street and Interstate 90 where a roundabout will be placed on North Humiston Avenue and Ryan's Road. Mr. Sundberg said there will be two lanes available for northbound traffic, two lanes available for southbound.

Also a change implemented since the last time council was updated is the creation of a northbound frontage road where drivers are able to get in and out of the roundabout through Arby's and Nickel and Associates.

Interstate 90 will also see work done to it in the coming years and a concurrent project will take place where the I-90 bridge is. Mr. Sundberg said the improvements being proposed should result in improved traffic flow, and better ease for city maintenance during snow removal.

Parts of Oxford Street going east will also be improved in 2028. The project would be the same as the CSAH (Nobles County State Aid Highway) 35 project that was recently constructed to the west.

It will have similar driving lane widths, similar sidewalks and boulevard. Funding options continue to be considered and include a possible combination of MnDOT turnback funds, Trunk Highway funds for the state-owned portions outside of MnDOT's pool, city cost and local cost share. The project's preliminary cost estimate is currently \$27.5 million.

The City of Worthington was recently notified it would receive a little over \$1 million in federal funding, with a match of \$1.35 million going toward the 2028 Oxford Street project. The county and city would have a 50-50 split on it, where the city would put in 80% of the construction costs while the county would match 20% of the cost by paying for the engineers and other costs necessary to bring them closer to the desired 50-50 split.

Mr. Engelmeyer said when a project entails altering access, increasing or reducing traffic capacity and required acquisitions of permanent right-of-way the MnDOT must receive municipality consent. The timeline for obtaining consent from the City of Worthington is due by September.

Following approval of consent, planning of the project will continue into the summer of 2026, with project letting beginning the fall of 2026. The Humiston Avenue project would go from spring to fall 2027. The Oxford Street project is planned to go from spring to fall 2028, which is the project's estimated completion date.

Council thanked MnDOT and KLJ Engineering for the update

### **ADJOURNMENT**

Mayor Rick VonHoldt declared the meeting adjourned at 12:57 p.m.

Mindy L. Eggers, MCMC  
City Clerk

**WORTHINGTON CITY COUNCIL  
REGULAR MEETING  
MARCH 11, 2024**

The meeting was called to order at 5:30 p.m., in City Hall Council Chambers by Mayor Rick Von Holdt with the following Council Members present: Chad Cummings, Alaina Kolpin, and Larry Janssen.

Members absent: Amy Ernst and Chris Kielblock.

Staff present: Steve Robinson, City Administrator; Hyunmyeong Goo, City Engineer; Todd Wietzema, Public Works Director; Matt Selof, Community Development Director; Cristina Adame, Communications & Relations; Angela Thiner, Assistant City Clerk.

Others Present: Stewart Chisham, The Globe; Ryan McGaughey, Radio Works; Karri Olmanson, YMCA CEO; Angel Heille-Anderson, YMCA Camp Director.

The Pledge of Allegiance was recited.

**AGENDA APPROVED WITH ADDITIONS/CHANGES**

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

**CONSENT AGENDA**

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

- City Council Meeting Minutes of February 26, 2024
- LEC Joint Powers Board Meeting Minutes of February 14, 2024
- Housing & Redevelopment Authority Meeting Minutes of December 20, 2023
- Bills Payable Totaling \$1,610,073.37

**APPROVED YMCA PROGRAM FEES**

Todd Wietzema, Public Works Director, stated at the March, 6, 2024 Park and Rec Advisory Board Meeting, the Park Board voted unanimously to recommend approval of the YMCA 2024 summer program fees. The programs include the YMCA's Day Camp and summer sports programs.

Karri Olmanson, YMCA Director, presented the proposed fees. Ms. Olmanson stated this year they will be trying something different with Summer Day Camp. Day Camp will be offered on a weekly basis for youth entering kindergarten through 8<sup>th</sup> grade. The YMCA is proposing a voluntary tier pricing structure. The tiers are as follows:

Tier A: \$150 / week  
Tier B: \$112/ week  
Tier C: \$75/ week

Ms. Olmanson added the tier pricing is not income based but is based on what each family is able to pay. No paperwork will need to be filled out. For tiers B and C the will receive a scholarship made possible by the Worthington Regional Healthcare Foundation. She noted this is how YMCA's of similar size operate their summer day camps and it has worked well.

Karri Olmanson explained the 2024 sports and rec fee schedule stating the proposed fees will be more uniform this year. The YMCA is proposing a fee of \$60 for T-ball/softball as well as a \$70 fee for Track and Tennis. Costs for non members and members will be the same.

The motion was made by Council Member Cummings, seconded by Council Member Kolpin and unanimously carried to approve the YMCA Summer Program Fees as presented.

**RESOLUTION NOS. 2024-03-22 AND 2024-03-23 ADOPTED ACCEPTING A DONATION OF PERSONAL PROPERTY**

Mr. Wietzema said the Park and Recreation Advisory Committee has received two requests to place benches in city parks and along city trails. The request are as follows:

- Craig Lais to place a bench in Chautauqua Park and a bench in in memory of Henrietta "Heine" Lais.
- Karen and Paul Hanbury to place a bench in Olson Park/ Puppy Park in memory of Frank and Mary Hanbury.

The donations meet all the requirements as set forth in the Park Donation policy adopted by City Council.

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

RESOLUTION NO. 2024-03-22

A RESOLUTION ACCEPTING A DONATION OF PERSONAL PROPERTY

(Refer to Resolution File for complete copy of Resolution)

RESOLUTION NO. 2024-03-23

A RESOLUTION ACCEPTING A DONATION OF PERSONAL PROPERTY

(Refer to Resolution File for complete copy of Resolution)



**RESOLUTION NO. 2024-03-24 ADOPTED RECEIVING REPORT AND CALLING FOR HEARING ON PROPOSED IMPROVEMENT**

Hyunmyeong Goo, City Engineer, stated Council approved Resolution number 2023-11-58 on November 13, 2023 approving the feasibility report and ordering the improvement and preparation of plans and specifications for the 3<sup>rd</sup> and 4<sup>th</sup> Avenue project. Mr. Goo explained in the final design process, a need has been identified to replace private water services from the curb stop valve to the water meter within the building wall of affected properties.

Mr. Goo noted a feasibility report amendment has been prepared, identifying the need, feasibility and cost-effectiveness of the proposed private water service improvements adding that it is expected that the cost of improvements will be assessed to the benefitting properties served by the improvements.

The motion was made by Council Member Kolpin, seconded by Council Member Janssen and unanimously carried to receive the feasibility report and order an improvement hearing for 3<sup>rd</sup> and 4<sup>th</sup> Avenue improvement.

RESOLUTION NO. 2024-03-24

A RESOLUTION RECEIVING REPORT AND CALLING FOR HEARING ON PROPOSED IMPROVEMENT.

(Refer to Resolution File for complete copy of Resolution)

**RESOLUTION NO. 2024-03-25 ADOPTED ACCEPTING CERTAIN REAL PROPERTY FROM THE SOUTHWEST MINNESOTA HOUSING PARTNERSHIP (PARCEL 31-2586-640)**

Matt Selof, Community Development Director, stated upon platting of Morning View Second Addition, it was required that Outlot A be designated for a stormwater pond. Mr. Selof explained, the developer, Southwest Minnesota Housing Partnership, has recently constructed homes on the last remaining lots. He noted it is common practice that ownership of ponds required for stormwater management be transferred to the City after development.

The motion was made by Council Member Cummings, seconded by Council Member Janssen and unanimously carried to adopt the following resolution approving the transfer of the title:

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

RESOLUTION NO. 2024-03-25

A RESOLUTION ACCEPTING CERTAIN REAL PROPERTY FROM THE SOUTHWEST MINNESOTA HOUSING PARTNERSHIP.

(Refer to Resolution File for complete copy of Resolution)

## **COUNCIL COMMITTEE REPORTS**

Mayor Von Holdt - No report.

Council Member Janssen - No report.

Council Member Kolpin - Nobles County Childcare group is working on a DEED grant. Alaina asked Steve Robinson to write a letter of support. She added originally the grant was 1:1 match but based on the demographic of Nobles County, they qualify for several exceptions meaning the match may not be necessary. The group has a couple of different projects underway with one being the Nobles Cooperative Electric building right outside of the city of Worthington and another for the city of Rushmore Community Center.

Council Member Cummings - No report.

## **CITY ADMINISTRATOR REPORT**

Mr. Robinson stated the SEH architect and engineer were at City Hall to take a look at the renovation options.

HTG will be here to look at the Arena.

There is a special city council meeting on Thursday at noon with MnDOT to discuss Hwy 59. Pheasants Forever will be conducting a prescribed burn at Prairview soon. Two more Cecilee lots have been sold which leaves 5 remaining.

## **ADJOURNMENT**

The motion was made by Council Member Janssen, seconded by Council Member Cummings and unanimously carried to adjourn the meeting at 5:57 p.m.

Angela Thiner  
Assistant City Clerk

**WATER AND LIGHT COMMISSION MINUTES  
REGULAR MEETING  
MARCH 18, 2024**

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

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

Others present: None

**AGENDA ADDITIONS/CLOSURE**

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

**CONSENT AGENDA APPROVED**

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

- Water and Light Commission minutes of the regular meeting held on February 20, 2024
- Staff reports for February
- Utility bills payable totaling \$398,923.42 for February 23, March 1, March 8, and March 15, 2024.

**SALES REPORTS**

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

**WASTEWATER DEPARTMENT UPDATE**

Jeremy Braaksma, Wastewater Superintendent, provided an update on the Wastewater Department.

**MEMORANDUM OF UNDERSTANDING WITH INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL #49 BARGAINING UNIT**

A motion was made by Commissioner Ernst, seconded by Commissioner Hayenga, and unanimously carried to approve the memorandum of understanding (MOU) adding Juneteenth (June 19) as a paid holiday for 2024 and amending the cost-of-living adjustment effective January

1, 2024, and authorize the Vice President and General Manager to execute the agreement on behalf of Worthington Public Utilities.

### **OWATONNA PUBLIC UTILITIES RATE COMPARISON STUDY**

Scott Hain, General Manager, presented the results of the Owatonna Public Utilities electric and water rate comparison study for the period of January 2023 through December 2023. Based on the information included in the survey, Worthington ranked second lowest in cost in the residential and commercial electric cost comparisons and the lowest in the industrial class electric cost comparisons. Fourteen electric utilities were surveyed including eleven municipal utilities, two rural electric cooperatives, and one investor-owned utility.

In the water cost comparisons, Worthington ranked around the middle when compared with twelve other water utilities.

### **TYLER TECHNOLOGIES UTILITY BILLING SYSTEM**

Staff and the Commission discussed beginning the process of switching our current utility billing system over to the MRES-coordinated program. After discussion, it was the consensus of the Commission to proceed with this project.

### **COMMISSION COMMITTEE REPORTS**

There were no Committee Reports from Commission members.

### **GENERAL MANAGER REPORT**

Scott Hain, General Manager, informed the Commission that the 59<sup>th</sup> Annual Meeting of Missouri River Energy Services (MRES) is scheduled for May 8-9, 2024, in Sioux Falls, South Dakota. Discussion was held on attending the meeting.

### **ADJOURNMENT**

A motion was made by Commissioner Hayenga, seconded by Commissioner Fury, and unanimously carried to adjourn the meeting at 4:05 P.M. Vice President Nixon declared the meeting adjourned.

Kristy Taylor  
Secretary to the Commission

## City of Worthington

### Park and Recreation Advisory Board Minutes

4:00 p.m. - Wednesday, March 6, 2024

Members present: Chad Cummings, Dan Kruger, Craig Stock, Jessica Williams  
Members absent: Jason Johnson and Joe Vosburgh  
Staff present: Scott Rosenberg, Todd Wietzema and Angela Thiner  
Others present: Karri Olmanson, YMCA Director; Angela Heille-Anderson, YMCA Camp Director; Cory Greenway, Field House Manager

#### **CALL TO ORDER**

The meeting was called to order at 4:00 p.m. by Chairman Dan Kruger.

#### **APPROVAL OF MINUTES**

A motion was made by Jessica Williams, seconded by Chad Cummings and unanimously approved to accept the minutes of the November 29, 2023 meeting.

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

A motion was made by Chad Cummings, seconded by Jessica Williams and unanimously approved to accept the agenda with the addition of Chair/Vice Chair nominations. Mr. Wietzema stated Dan Kruger and Craig Stock have served 2 terms on the Park and Recreation Advisory Board and thanked them for their service.

#### **CHAIRMAN/VICE CHAIRMAN NOMINATIONS**

Craig Stock moved to approve Jessica Williams as Chairperson and Chad Cummings as Vice Chairperson of the Park and Recreation Advisory Board. Dan Kruger seconded the motion and it passed unanimously.

#### **2024 YMCA SUMMER PROGRAM FEES**

Karri Olmanson, YMCA Director, presented the proposed 2024 fee schedules for summer day camp and the summer rec programs. The YMCA is proposing a voluntary tier pricing structure with costs ranging from \$150 to \$75 per week which is an increase in the 2023 camp fee. Karri stated the tier pricing is based on what a family is able to pay, no paperwork will be required and it is not income-based. She explained to offset summer day camp costs of the lower and mid tier a grant was received from Worthington Regional Healthcare Foundation. They YMCA is also proposing a slight increase in fees for summer rec programs as well as having the same fee for members as well as non members.

A motion was made by Craig Stock, seconded by Jessica Williams and unanimously approved to accept the 2024 YMCA summer program and summer rec fees.

#### **PARK BENCH DONATIONS**

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

- a. Craig Lais in memory of Henriette "Heinie" Lais
- b. Karen and Paul Hanbury in memory of Frank and Mary Hanbury

A motion was made by Chad Cummings, seconded by Craig Stock and unanimously approved to accept the park bench donations.

**SUPERVISOR'S REPORT**

Scott Rosenberg stated the playground inspections have been completed and repairs have been made. He noted the slide at Bristol Park is being replaced due to vandalism. The Parks Department continues to work on tree trimming and stump grinding. He also added the boat ramp at Sunset Park is in.

**RECREATION SUPERVISOR'S REPORT**

Cory Greenway, Field House Manager, presented the numbers for rentals as well as dollar amounts from September 2022 - February 2024 for the JBS Field House as well as the hockey arena. He also gave an update of the upcoming events planned for the field house for Spring.

**ADJOURNMENT**

A motion was made by Craig Stock, seconded by Jessica Williams and unanimously approved to adjourn the meeting at 4:53 p.m.

Angela Thiner  
Assistant City Clerk

## Minutes of the January 24<sup>th</sup>, 2024 HLWD Regular Board Meeting

### Present

- Board of Managers: Wayne Rasche, Cory Reith, Randy Lubben, Phil Kruger
- HLWD Staff: Loretta Halbur, Davis Harder
- Smith Partners (virtual): Louis Smith, Chuck Holtman
- ISG (virtual): Jacob Rischmiller
- Jackson County (virtual) – Kelly Rasche, Dave Macek
- Public: Jason Freking, Kent Freking, Kevin Stevens, Harvey Kruger, Phillip Kruger, Lloyd Kalfs, Jim Eigenberg  
Public, virtual: Rockney Atz, Brenda Keiser, Clyde Burmeister, Michael Hennen

### Call to Order

President Rasche called the meeting to order at 8:00am.

### Oath of Office – Duane Schmitz

On January 2, 2024, the Nobles County Board of Commissioners appointed Randy Lubben and on January 17, 2024 the Jackson County Commissioners appointed Phillip Kruger to the Heron Lake Watershed District Board of Managers, with terms ending February 24, 2027. They read the following oath:

*Having been appointed a manager of the Heron Lake Watershed District, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Minnesota and that I will faithfully execute and discharge the duties of the office of manager of the Heron Lake Watershed District according to law and to the best of my judgment and ability.*

### Agenda

Motion to approve the meeting agenda, with moving the JD 14 discussion topic to the end of the meeting, made by Reith. Seconded by Kruger. Vote 4-0. Motion passed.

## JD 3 Partial Abandonment CONTINUED Hearing – February 27, 2024

### Call to Order

President Rasche called the hearing to order at 8:05am.

### Action by the Board – Continued

Louis Smith, HLWD legal counsel, was present to review the proceedings from January 24, 2024 and the draft Findings and Order, which included additional language for the Board to considered given the discussion about benefits adjustments. The Board directed legal counsel to draft Findings and Orders to deny Harvey and James Kruger’s petition for partial abandonment and removal of property. Much discussion was held at the initial hearing about the benefits determined for the property in question. Towards the end of the hearing, Jackson County staff discussed a recent proceeding wherein they had a hearing to adjust a landowner’s benefits. Between hearings, legal counsel discussed the benefits adjustment with Jackson County. Smith stated that it was within the Board’s discretion to deny the petition, but could change the benefits if they so chose.

**Manager Rasche:** If the benefits were adjusted, would the whole system have to undergo a benefits adjustment?

**Smith:** Jackson County said the drainage authority could adjust via a “tabletop” ROB but the change is nominal enough where it would not justify a system-wide adjustment

**Rasche:** What numbers could the Board use to adjust the benefits?

**Smith:** The Board could follow Ron Ringquist’s numbers stated in his opinion, stick with the value set by H2OverViewer’s or you could find a middle ground.

**Jacob Rischmiller, ISG:** I am not a viewer, but from an engineer’s perspective going with a middle-ground approach would be justified.

**Manager Rasche:** I agree, there’s still land benefitting from the system.

**Rischmiller:** Correct. Benefits are a potential value, not current land use value.

**Harvey Kruger:** According to the DNR native plany survey there’s less than 20 acres being tilled and the other 60 or so acres are wetland, native prairie.

**Manager Rasche:** But it’s farmable, which means you can hay it, pasture it, etc. The ditch takes the ground and surface water away from your property. If you had no ditch, how could you get ride of the water? You’d have many more feet of water and the land would have no value whatsoever.

**Phil Kruger:** The costs don’t consider those that may need a pump or extra money to lay tile

**Manager Rasche:** H2OverViewers gave the property benefits of around \$183,000, while Ringquist valued it at \$12,700. That’s a big swing.

**H. Kruger** asked the rest of the Board members their opinion on the matter.

**Manager Lubben** agreed with Manager Rasche that the land has some benefitting value since it could be farmed via hay or pasture

**H. Kruger:** What’s the point of drainage if you can’t tile it?

**Manager Lubben:** Drainage is the drain the water, tile or not.

**H. Kruger** asserted that H2OverViewer’s did not walk the property when asked or host a viewer’s [informational] meeting

**Manager Reith** restated the engineer’s opinion that the Kruger water is getting to the system. “Some regional ditches were built to make it usable pasture.” He then asked H. Kruger how the land was valued around his property.

**Loretta Halbur, HLWD staff:** provided the following total benefits for the neighboring properties. She also reviewed the Viewer’s Handout map provided at one of the final hearings in 2021:

- Harvey Kruger etal - \$181,674.58 for 80.00 total acres
- Phil and Lori Kruger - \$145,540.33 for 78.64 total acres
- Gordon Rademacher - \$282,756.50 for 158.71 total acres
- Jeppesen Trust - \$580,868.27 for 233.34 total acres

**H. Kruger** discussed that when he bought the property he asked the county to fix the tile “but they couldn’t”. He discussed that water runs over the top of the ground from the Jeppesen’s and all the water goes over the top. He does not believe there’s a functioning tile in his property despite the abandoned Branch V.

**Manager Rasche** returned the discussion to the draft Findings and Order originally presented by legal counsel. He stated that no part of the JD 3 was on the Kruger property to be abandoned and there is clear use of the system by the property. He asked how to adjust the benefits legally.

**Lloyd Kalfs:** There is a private creek on Phil Kruger’s property. Is that a natural stream or influenced by drainage? Note – there is no part of that stream that is on H. Kruger’s property. P. Kruger discussed how JD 19 outlets into JD 3 through the private creek and stated that JD 19’s outlet fee was adjusted significantly by the viewers at the time of the hearings.



**Manager Rasche** again legal counsel how the Board could adjust the benefits legally.

**Smith:** If a judge were listening to the discussion, they might try to find the middle point and determine if you moved it one way or another.

**Manager Lubben** suggested halving the benefits from \$181,674.58 to approximately \$90,837.00.

**Motion to adopt the draft Findings and Order with the addition of adjusting Harvey and James Kruger's benefits from \$181,674.58 to approximately \$90,837 and directing staff to adjust the acres as staff sees fit, made by Manager Lubben. Seconded by Manager Reith. Before the vote, H. Kruger stated that "there will be an appeal." Vote 3-0; Manager Kruger abstained due to family relationship. Manager Schmitz was absent.**

### **Adjourn**

Motion to adjourn the hearing made by Manager Rasche. Seconded by Manager Lubben. Vote 4-0. Hearing adjourned at 8:45am.

## **HLWD Regular Meeting – February 27, 2024**

### **Elect Officers**

Manager Rasche turned the meeting over to Manager Lubben for the President vote.

- Manager Reith nominated Wayne Rasche for President. Seconded by Kruger. Vote 3-1, Rasche dissented. Motion passed

Manager Rasche returned as chair of the meeting.

- Manager Rasche nominated Randy Lubben as Vice President. Seconded by Kruger. Vote 4-0. Motion passed
- Manager Rasche nominated Cory Reith as Treasurer. Seconded by Lubben. Vote 4-0. Motion passed.
- Discussion on who should hold the office of Secretary. Kruger politely declined the position since he is a new manager. Manager Kruger nominated Duane Schmitz as Secretary. Seconded by Lubben. Vote 3-1, Manager Rasche dissented. Motion passed.

### **Resolution 2024-01: Resolution Naming Authorized Signers**

Motion to adopt Resolution 2024-01 with Wayne Rasche, Randy Lubben, and Cory Reith as authorized signers, made by Rasche. Seconded by Kruger. Vote 4-0. Motion passed.

### **Committees and Contacts**

The Board discussed who should serve on the Personnel committee and serve as primary contacts for various topics. Managers volunteered as follows:

Personnel Committee: Managers Rasche and Lubben

Drainage System Contacts: Managers Rasche and Schmitz

Advisory Committee Contact: Manager Kruger

Des Moines River 1W1P: Manager Reith, appointed at January regular meeting.

### **Minutes**

Motion to approve the JD 3 Partial Abandonment Hearing minutes, with typos adjusted, made by Rasche. Seconded by Lubben. Vote 4-0. Motion passed.

Motion to approve the January 24 Regular Meeting minutes made by Lubben. Seconded by Kruger. Vote 4-0. Motion passed.

**Public Drainage**

- JD 3
  - o DNR Update – The DNR is ready to have a meeting with ISG and HLWD representatives to discuss the modeling and status of the JD 3 project. Managers Rasche and Lubben will serve as HLWD representatives, with Kruger serving as alternate.
  - o Bid Packages 1 & 2 Closeout – Jacob Rischmiller stated that Bid Packages 1 & 2 were ready to closeout pending final documents that will be coming in the next few days. It is time to hold the final acceptance hearing to close out the contracts. Motion to have a the final closeout hearing for bid packages 1 & 2 on March 20, 2024 at 10:00am, made by Reith. Seconded by Lubben. Vote 4-0. Motion passed.
- Project 2
  - o A petition for partial abandonment was filed with the District on February 7, 2024. The District requested an amendment where petitioners clearly stated they would cover the costs of the partial abandonment proceeding on February 20, 2024. This partial abandonment is part of the improvement dismissal of 2023. Rischmiller reviewed the location and recapped a brief history of this system. 2 of 3 petitioners were willing to bear the responsibility of expenses. Smith stated that if the two petitioners would be willing to pay all the costs it would be okay for the petition to move forward. Jason Freking and Kent Freking, petitioners, were present and verbally agreed to pay all costs. They initialed and dated an amendment to their amended petition, which was recorded on the amended petition.
  - o Motion to set a partial abandonment hearing for March 20, 2024 at 8:00am with the regular meeting to follow, made by Rasche. Seconded by Reith. Vote 4-0. Motion passed.
- Approve Invoices to Jackson County
  - o Motion to approve invoices made by Rasche. Seconded by Lubben. Vote 5-0. Motion passed.

**District Business**

- Advisory Committee Update
  - o Lloyd Kalfs, committee chair, was present to discuss the first meeting of the advisory committee. They voted for Kalfs as chair, and Jean Christoffels as secretary. They discussed who to add as a 5<sup>th</sup> member, as required by statute and HLWD by-laws, and suggested Scott Runck from Nobles SWCD who had submitted an application in February. Kalfs alluded to a discussion about conservation that he'd like added to the March meeting. The Board reviewed the resolution to add Scott Runck to the advisory committee. Motion to approve the additional Order Appointing Advisory Committee members made by Kruger. Seconded by Lubben. Vote 4-0. Motion passed.
- Permit 2024-01 – Nobles County Bridge Replacement
  - o The board reviewed the permit submitted by Nobles County to replace a bridge along Jack Creek. Manager Rasche asked if the County had to discuss things with the DNR since they were widening the culvert from roughly 103 feet to 115 feet. Rischmiller assured Rasche that the County would've talked to the DNR and Tom Kresko during the development of the plans. Motion to approve Permit 2024-01 made by Lubben, Seconded by Reith. Vote 4-0. Motion passed
- Septic Disbursement
  - o Aaron Leinen submitted his contractor invoice for \$20,000 for his septic replacement. Motion to approve disbursement request #15, made by Rasche. Seconded by Lubben. Vote 4-0. Motion passed.
- WRAPS 2025 Update
  - o Halbur provided an update to the WRAPS 2025. The group met in late January to discuss the site monitoring request process. In mid-February, the DMR Technical Committee met to also discuss the site monitoring request process. There are many sites in the District that the MPCA has included for monitoring and other sites that were on the DMR's Nearly-Barely list (aka very close to being delisted from impaired waters lists). Brief discussion about hiring technical staff to conduct any monitoring. The Board reiterated that they

would help pay for staff at Nobles or Jackson SWCDs to avoid any duplication of efforts. The Board suggested sites including the JD 3 outlet, CD 3 outlet, Project 2 outlet, and any possible sites in the industrial complex north of Worthington/CD 12.

#### **Treasurer's Report and bill Payment**

- CD 1109182 was renewed at Currie State Bank at 5.00%
- CD 0027 at Security State Bank is maturing on March 15. Motion to renew it and authorize Loretta Halbur or Wayne Rasche to find the best interest rates, made by Lubben. Seconded by Kruger. Vote 4-0. Motion passed.
- Motion to approve the Treasurer's Report and Bill Payment made by Lubben. Seconded by Reith. Vote 4-0. Motion passed.

There was a brief recess before the final discussion item.

#### **Judicial Ditch 14**

Chuck Holtman, HLWD legal counsel, was virtually present to review the accompanying memo discussing the agreement reached between HLWD and Granite Re pertaining to the JD 14 bond claim for the poor quality work completed by Dirt Proz Inc. In 2022, HLWD declared default to Dirt Proz and terminated the contract. Noomen Excavating was hired to complete the contract. In May 2023, the District transmitted its claim on the bond to Granite Re. Over the course of several months, counsels' mutual review of the figures led to a final District claim of **\$427,562.48**. On October 5, 2023, Granite Re transmitted part of the claim they did not dispute to a figure of **\$315,153.96**, which the District has held in escrow pending claim resolution. On February 12, 2024, Granite Re offer to pay an additional **\$24,985** for a total payment of **\$340,138.96**. Granite Re would preserve the performance bond in place for the remainder of the 3-year Dirt Proz warranty period or until August 9, 2025.

The Board discussed any outstanding work left on the system. Holtman gave his legal pinion on the decision and saw no reason to go into closed session to approve the proposed agreement.

**Motion to approve the proposed agreement, and to authorize the Board President to sign the agreement, with any non-substantive changes and on advice of counsel, made by Rasche. Seconded by Lubben. Vote 4-0. Motion passed.**

#### **Adjourn**

Motion to adjourn the regular meeting made by Lubben. Seconded by Kruger. Vote 4-0. Motion passed.  
Meeting adjourned at 10:10am.

Respectfully Submitted,

Cory Reith

**CROSS CULTURAL ADVISORY COMMITTEE****MINUTES****7:00 p.m. – Tuesday, Feb 20, 2024****City Hall Council Chambers****Present: Steve, Amy, Abebe, Abera, Scott, Jesse, Edgar, Cristina, Nicole, Josee**

- **Call to Order**
  - Meeting called to order @7:02
- **Introductions**
  - Marilyn
- **Agenda – Additions/Changes and Closure**
  - M/S Amy, Edgar
- **Approval of Minutes (December 2023 Meeting)**
  - Nicole, Abebe
- **Review CCAC Purpose statement:**
  - “The CCAC bridges the gap of culture and communication between the City of Worthington and it’s diverse community”
    - Read through by Abebe
- **Recruiting New Members**
  - Introduce Visitors
    - Marilyn introduce herself a
  - Swear in Leah Gossom next meeting
  - Review the CCAC Bylaws and we review the brochure which we need to update, will be send to Cristina to fix it.
- **Cross Cultural competency training on Feb 8 - Next Steps**
  - Review Feb 11 training. Any course correction?  
(None)
  - Discuss how to use coaching hours with Sara and Tyrai
  - Promotion and invites
  - Logistics (food, venue, etc.)
- **Review Feb 18<sup>th</sup> Listening Session at Iglesia de Dios de Profecia**
  - Steve, Amy and Scott attended the session; we need more members to attend these kinds of sessions. The group asked us about Driver’s license for all, it is still a big concern in the community etc.
- **Blandin Funds & Intern update:**
  - Review Report to Blandin report from Josee
  - Should we end Erick Rivera’s internship?  
(We decided to end Erick River’s internship due to lack of interest on his side, Scott will be talking to him.)
- **Next Projects:**
  - Develop Translator team for city
  - Community Listening sessions at JBS or churches
    - Abebe mention he will like to have us on his church
  - Suicide and Sex abuse prevention Handouts

- **Ice Arena community immunity**
- **Drivers license class**
- **Add CCAC Facebook manage**
- **Studio 3 Video**
- **Orthodox Church**
  
- **City Council Updates – Amy and Steve**
  
- **Adjournment (8:30pm)**

## HRA Board Meeting Minutes

January 24, 2024

Atrium Community Room

**Board Members Present:** Bridget Huber, Alaina Kolpin, Mike Kuhle, Bob Jirele, Salvador Adame

**Others Present:**

**Absent:** Matt Selof – Worthington City Planner- Ex-Officio Board Member

**Staff Members Present:** Tanner Rogers, HRA Executive Director

Board Chairman Bob Jirele called the meeting to order at 5:24 P.M.

**APPROVAL OF THE AGENDA:** A Motion was made by Bridget Huber to approve the agenda. The motion was seconded by Alaina Kolpin. The Motion Passed. Motion **01242024-A**.

**APPROVAL OF MEETING MINUTES:** A motion was made by Alaina Kolpin to approve the minutes from the regular board meeting held on December 20, 2023. The motion was seconded by Salvador Adame. The Motion Passed. Motion **01242024-B**.

**BILLS PAYABLE:** The bills payable for Public Housing for the period of January 1, through January 24, 2024, and the bills payable for Section 8 for the period of January 1, through January 24, 2024, were discussed. Public Housing (PH) bills payable totaled \$44,487.04 and Section 8 bills payable totaled \$5,054.64. Tanner indicated PH unit turnover expense for drywall repair and carpet seemed higher than anticipated. The board discussed increasing the security deposit for PH units and Tanner will investigate this further. The bills payable for Prairie Acres, Rising Sun Estates, and the Management account for the period of January 1, through January 24, 2024, were presented for approval in the following amounts: Prairie Acres = \$3,119.43 Management Account = \$48.81 Rising Sun Estates = \$39,034.32. Rising Sun Estates made a debt payment to SWIF in the amount of \$30,000.00, which was mailed at the end of December, and cleared the bank in January. The same happened with the payment for December trash service to Schaap Sanitation.

**FINANCIAL STATEMENT REVIEW:** November 2023 financials for PH & Section 8 were reviewed. These are prepared by Hawkins Ash, the Fee Accountant for the HRA. PH & Section 8 financials for the month of December and Year-End 2023 were not available at the time of the meeting.

Tanner presented year-end financials for the Market Rate properties and the Management/Levy account, which are prepared in-house by HRA Staff. Rising Sun Estates ended FY 2023 with Net Income of \$78,244.30 and Adjusted Net Income of \$48,244.30 when accounting for the \$30,000.00 debt payment to SWIF noted in Bills Payable. 2023 Budgeted net income was \$22,576.00. Prairie Acres ended FY 2023 with a Net Loss of -\$26,671.06. 2023 Budgeted net income was \$4,230.00. Tanner noted capital improvement expense was \$43,379.24 over budget. Tanner indicated a window project appears to have been completed, but couldn't elaborate based on the timeline and his hiring as ED. The management/levy financials for 2023 show net income of \$151,850.63. This accounts for the transfer of funds from savings accounts to fund the completion of the Cecilee/Grand duplex project. Budgeted net income for 2023 was \$45,915.00. A motion was made by Bridget Huber to approve the bills

## HRA Board Meeting Minutes

January 24, 2024

Atrium Community Room

paid for the period of January 1, 2024-January 24,2024 for PH, Section 8, & Market Rate properties AND to approve the 2023 Year-End financials for Market Rate properties and the Management/Levy account, and November 2023 PH & Section 8 financials. The motion was seconded by Alaina Kolpin. The motion passed. Motion **01242024-C**.

**CECILEE STREET DUPLEX PROJECT:** Prior to the start of this meeting, the board walked through the newly completed duplex. Outside of a couple minor items, the project is complete, and a final draw request will be provided after the issuance of a Certificate of Occupancy from the City of Worthington. The board was pleased with the project and seeing it completed. Following instructions from the December meeting, Tanner modified the proposed budget for this property. The budget calls for total income of \$41,444.00 and total expense of \$24,670.00 which includes \$10,000.00 in retained earnings/reserve funding. Budgeted net income for 2024 is \$16,774.00. Tanner stated a tenant is ready to move in to the Cecilee Street side of the duplex as soon as possible. Once a COE is received, Tanner will complete the move-in. Tanner is filtering application for the Grand Ave side and hopes to move a tenant in during the month of February.

**2023 CAPITAL FUNDS EXPENDITURES & MN HOUSING POHP FUNDS:** Capital Fund expenditures were discussed, including a deferred, forgivable loan program through MN Housing POHP (Publicly Owned Housing Program). This program is accepting applications through March 6<sup>th</sup>, 2024, and will have additional application periods throughout the year. At the December meeting, the board discussed continuation of window and roofing projects at the Atrium. Tanner did inquire with HUD regarding the need for public bids on these projects. HUD explained that our agency determines that need based on our Procurement Policy. This policy states that any expense over \$100,000.00 will require public notice for bids. Tanner will seek additional guidance regarding the process for public notice and bids for projects exceed \$100,000.00 in cost. Tanner noted he would be applying for POHP funds to complete the roof and window project at the Atrium barring any unforeseen restrictions or issues with the application.

**EVICTION PROCEDURE:** Tanner shared a tenant at the Atrium is four months behind and has made no attempt to discuss the past due rent balance. Tanner had contacted multiple local attorneys to gain insight into the eviction procedure. The only Firm that willing handles evictions in Worthington was Heeden, Hughes, & Wetering (HHW). Tanner received an unofficial quote of \$2,000-\$2,500 from HHW to handle an eviction case. This cost was discussed and it was determined that Tanner should attempt to file the eviction on his own, and only rely on HHW for assistance if necessary. Tanner will proceed and look to educate himself on the process.



**HRA Board Meeting Minutes**

January 24, 2024

Atrium Community Room

**EXECUTIVE DIRECTOR UPDATES:** Tanner provided the following information to the board:

- Tanner did forfeit a matured CD at United Prairie Bank that had automatically renewed at a much lower interest rate. A new CD was established for 11 months at 4.9%.
- Tanner presented a Lease Addendum that provides information on Renter’s Insurance to limit the HRA’s liability due to uncontrollable damage to a tenants property.
- Property updates were discussed. Tanner informed the board that a tenant at a scattered site damaged the garage after a car accident. Tanner is working with the tenants auto insurer to handle repairs and the costs associated. Tanner also shared recent no trespass warnings that have been made by the Worthington Police Department.
- Tanner informed the board that the Worthington HRA would host an informal meeting with other HRA executives from SW Minnesota. This will be held in the Atrium Community Room on February 7<sup>th</sup>. MN NAHRO is hosting an Executive Retreat in the Cities the last week of February. Tanner and two staff members will be attending. Tanner has signed up for a NAHRO Certified Public Housing Manager course which begins the first week of March. Tanner indicated this course, and passing of the corresponding exam, was required according to Tanners offer of employment.

**FUTURE BOARD MEETING DATES:** The board discussed future meeting dates. Tanner will be out of the office a handful of days at the end of February. The board decided to hold the next meeting on March 6<sup>th</sup>. Tanner agreed as this will allow final February numbers to be reviewed. The meeting was moved from February 28<sup>th</sup>, 2024, to March 6<sup>th</sup>, 2024.

The Board also tentatively set the date for the April Board meeting to be held on Wednesday, April 3<sup>rd</sup>, 2024, at 5:15pm in the Community Room of the Atrium.

Having no further business to discuss, a motion was made by Bridget Huber, and seconded by Alain Kolpin, to adjourn the meeting. Motion Passed. Motion **01242024-D**.

Chairman Bob Jirele declared the meeting adjourned at 6:45pm.

Approved by: Robert Jurek Date: 3-8-24

Respectfully submitted by: Tanner Rogers Signed: TR



CITY OF WORTHINGTON, MINNESOTA

MUNICIPAL LIQUOR STORE  
INCOME STATEMENT  
For the Period 1/1/24 Through 2/29/24  
(Amounts in Dollars)

	Total 2024 Budget	FEBRUARY		% YTD Actual to Budget	YTD	
		Actual	Previous Year		Actual	Previous Year
<b>Sales</b>						
Liquor	2,100,000	153,001	144,933	14.1%	295,406	286,432
Wine	606,000	41,049	39,307	12.9%	78,427	78,987
Beer	2,500,000	163,020	153,734	12.3%	307,111	296,351
Mix/nonalcohol	88,000	4,897	5,235	10.3%	9,080	10,062
TCH	5,000	1,694	-	54.2%	2,712	-
NSF charges	100	-	-	0.0%	-	-
<b>Net Sales</b>	<b>5,299,100</b>	<b>363,661</b>	<b>343,209</b>	<b>13.1%</b>	<b>692,736</b>	<b>671,832</b>
<b>Cost of Goods Sold</b>						
Liquor	1,316,133	153,864	111,318	17.3%	227,238	213,277
Beer	1,780,063	164,879	107,994	11.0%	195,320	217,595
Wine	365,950	56,322	24,441	19.8%	72,573	51,403
Soft drinks/mix	52,008	4,764	4,116	12.8%	6,648	6,159
TCH	14,500	1,054	-	7.7%	1,123	-
Freight	37,000	3,270	2,079	13.2%	4,901	4,032
<b>Total Cost of Goods Sold</b>	<b>3,565,653</b>	<b>384,153</b>	<b>249,948</b>	<b>14.2%</b>	<b>507,803</b>	<b>492,466</b>
<b>Gross Profit</b>	<b>1,733,447</b>	<b>(20,492)</b>	<b>93,261</b>	<b>10.7%</b>	<b>184,933</b>	<b>179,366</b>
<b>Operating Expenses</b>						
Personnel services	500,095	36,276	30,329	12.0%	60,128	55,034
Supplies	32,300	3,416	1,878	13.0%	4,193	2,447
Other services & charges	240,868	21,096	15,348	18.1%	43,526	20,658
Interest	9,866	-	-	0.0%	-	-
Depreciation (estimated)	109,800	9,150	8,917	16.7%	18,300	17,833
<b>Total Operating Expenses</b>	<b>892,929</b>	<b>69,938</b>	<b>56,472</b>	<b>14.1%</b>	<b>126,147</b>	<b>95,972</b>
<b>Operating Income (Loss)</b>	<b>840,518</b>	<b>(90,430)</b>	<b>36,789</b>	<b>7.0%</b>	<b>58,786</b>	<b>83,394</b>
<b>Non-Operating Revenues (Expenses)</b>						
Interest earnings **	16,000	1,333	375	16.7%	2,667	375
Other non-operating	-	-	-	-	-	-
Sale of fixed asset	-	-	-	-	-	-
Loss on fixed asset	-	-	-	-	-	-
<b>Total Non-Operating Revenue (Expense)</b>	<b>16,000</b>	<b>1,333</b>	<b>375</b>	<b>16.7%</b>	<b>2,667</b>	<b>375</b>
<b>Net Income (Loss) b/Operating Transfers</b>	<b>856,518</b>	<b>(89,097)</b>	<b>37,164</b>	<b>7.2%</b>	<b>61,453</b>	<b>83,769</b>
Operating Transfers-In	-	-	-	-	-	-
Operating Transfers-Out	(275,000)	(22,917)	(22,917)	16.7%	(45,834)	(22,917)
<b>Net Income (Loss)</b>	<b>581,518</b>	<b>(112,014)</b>	<b>14,247</b>	<b>N/A</b>	<b>15,619</b>	<b>60,852</b>

\*\* Includes two months budget

CITY OF WORTHINGTON, MINNESOTA

FIELD HOUSE  
STATEMENT OF REVENUES VS. EXPENDITURES  
For the Period 1/1/24 Through 2/29/24  
(Amounts in Dollars)

	Total Current Year Budget	February Actual	YTD	
			Actual	Previous Year
<b>Revenues</b>				
Field House - User fees	40,000	4,427	10,341	10,113
Field House - Rental fees	55,000	9,390	16,017	13,002
<b>Total Revenues</b>	<b>95,000</b>	<b>13,817</b>	<b>26,358</b>	<b>23,115</b>
<b>Expenditures</b>				
<b>Personnel services</b>				
Full-time employees	117,536	10,978	15,715	16,036
Overtime	-	-	-	165
Part-time employees	31,948	4,474	7,740	3,956
PERA contributions	8,815	941	1,343	1,583
FICA/medicare	11,435	1,131	1,723	1,960
Health insurance admin/claims	10,775	2,994	5,793	1,770
Life insurance	86	9	17	16
LTD insurance	795	51	94	154
HSA contribution	-	188	363	125
Health insurance-claims-TPA	-	-	1,285	412
Workmen's comp.-ins. premium	2,802	-	-	-
<b>Supplies</b>				
Office supplies	1,000	202	229	-
Cleaning supplies	3,000	-	-	-
Misc. operating supplies	1,800	-	-	126
Equipment parts	500	-	-	-
Building repair supplies	500	-	-	150
Misc. repair & maint supplies	500	-	-	-
Small tools	300	-	-	-
Equipment minor	1,000	-	-	-
Misc. equip, furniture/fixtures	800	-	-	-
<b>Other services and charges</b>				
Management Fees	-	8	16	-
Misc. professional services	2,500	3,652	4,081	255
Telephone	2,000	129	177	213
Postage	200	-	-	-
Travel, conferences, schools	200	-	-	-
Subsistence of Persons	200	-	-	-
Misc advertising	2,500	500	500	39
General liability insurance	4,800	-	1,385	-
Property insurance	4,075	-	1,181	-
Electric utilities	25,000	1,463	2,582	6,088
Water utilities	1,000	23	42	144
Gas utilities	8,000	1,770	1,770	-
Refuse disposal	2,000	209	209	198
Sewer utilities	600	44	83	194
Storm water utilities	1,500	183	365	332
Misc. utilities	800	929	1,860	27
Buildings-repair & maintenance	500	-	-	-
Structure repair & maintenance	1,000	-	-	-
Misc repairs & maintenance	1,000	-	-	430
Cash short and over	-	(20)	(170)	(247)
Dues and subscriptions	500	-	239	3,161
Licenses and taxes	1,500	-	21	-
Miscellaneous	1,000	273	273	635
<b>Capital Outlay</b>				
Bldgs & structure-misc	-	-	-	-
Machinery and equipment misc	-	-	-	-
Office equipment purchase	-	-	-	-
<b>Total Expenditures</b>	<b>254,467</b>	<b>30,131</b>	<b>48,916</b>	<b>37,922</b>
<b>Excess (Deficiency) of Revenue Over Expenditures</b>	<b>(159,467)</b>	<b>(16,314)</b>	<b>(22,558)</b>	<b>(14,807)</b>

CITY OF WORTHINGTON, MINNESOTA

OLSON PARK CAMPGROUND  
 STATEMENT OF REVENUES VS. EXPENDITURES  
 For the Period 1/1/24 Through 2/29/24  
 (Amounts in Dollars)

	Total Current Year Budget	February Actual	YTD	
			Actual	Previous Year
<b>Revenues</b>				
Park fees-daily taxable	90,000	6,952	18,598	17,948
Park fees-other (fire wood, pop & ice)	1,500	-	-	-
<b>Total Revenues</b>	<b>91,500</b>	<b>6,952</b>	<b>18,598</b>	<b>17,948</b>
<b>Expenditures</b>				
<b>Personnel services</b>				
Full-time employees	5,145	426	1,323	-
Part-time employees	19,390	-	-	-
PERA contributions	1,147	32	99	-
FICA/medicare	1,877	29	93	-
Misc. employer paid insurance	1,336	349	358	-
Workmen's comp.-ins. premium	1,307	-	261	-
<b>Supplies</b>				
Misc. office supplies	600	-	-	-
Cleaning supplies	2,500	-	-	-
Misc. operating supplies	1,500	-	-	-
Building repair supplies	5,000	10	10	-
Misc. repair & maint supplies	4,500	-	-	-
Concessions	500	-	-	-
<b>Other services and charges</b>				
Misc. professional services	5,000	576	576	-
Telephone	750	43	43	70
Misc advertising	3,000	-	-	-
General liability insurance	1,550	-	-	-
Property insurance	1,350	-	387	-
Electric utilities	7,500	107	213	417
Water utilities	950	30	60	60
Gas utilities	2,600	273	274	414
Refuse disposal	3,000	-	-	-
Sewer utilities	700	29	57	49
Buildings-repair & maintenance	1,000	-	-	-
Improv other than bldg-repair & mai	1,000	-	-	-
Machinery/equipment-repair/mainte	-	-	-	-
Misc rentals	-	-	-	-
Cash short and over	-	-	-	-
Dues and subscriptions	600	-	-	-
Licenses and taxes	650	-	-	570
<b>Capital outlay</b>				
Improvement Misc	-	-	-	-
<b>Total Expenditures</b>	<b>74,452</b>	<b>1,904</b>	<b>3,754</b>	<b>1,580</b>
<b>Excess (Deficiency) of Revenue Over Expenditures</b>	<b>17,048</b>	<b>5,048</b>	<b>14,844</b>	<b>16,368</b>

**ADMINISTRATIVE SERVICES MEMO**

**DATE: MARCH 25, 2024**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

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

**CONSENT AGENDA CASE ITEMS**

**1. APPLICATION FOR EXEMPTION FROM LAWFUL GAMBLING PERMIT - KING TURKEY DAY INC.**

*Exhibit 1* is an Application for Exemption from Lawful Gambling Permit submitted by King Turkey Day, Inc. as follows:

Organization:	King Turkey Day, Inc.
CEO:	Jay Jensen
Type of Event:	Raffle
Date:	May 1, 2024
	Worthington High School, 1211 Clary Street

The application must receive approval from the City Council prior to being submitted to the State for approval.

Council action is requested on the Application for Exemption from Lawful Gambling Permit submitted by King Turkey Day, Inc.

**2. SEASONAL RENEWAL FOR ON-SALE LIQUOR LICENCE APPLICATION - NOBLES COUNTY FAIR ASSOCIATION/WORTHINGTON SPEEDWAY**

*Exhibit 2* is an application for a Seasonal Renewal On-Sale Liquor license submitted by the Nobles County Fair Association/Worthington Speedway for the 2024 racing season.

The license period is May through September 30, 2024. All the required paperwork, fees and insurance certificate have been received.

Council action is requested on the application for a Seasonal On-Sale Liquor License submitted by Nobles County Fair Association/Worthington Speedway.

**CASE ITEMS**

**1. PUBLIC HEARING - AVERA HEALTH REVENUE BONDS**

As Council is aware, the South Dakota Health and Educational Facilities Authority (the "South Dakota Authority"), on behalf of Avera Health, a South Dakota nonprofit corporation, and Avera McKennan, a South Dakota nonprofit corporation (together, the "Borrowers"), previously issued the South Dakota Health and Educational Facilities Authority Revenue Bonds, Series 2012A (Avera Health Issue) (the "Series 2012A Bonds"), which financed the costs of acquiring, constructing, remodeling, renovating and equipping certain health care facilities owned by the Borrowers, including, but not limited to, the costs of acquiring, constructing, remodeling, renovating and equipping an approximately three-story, approximately 60,000 square foot health care facility, located at 1216 Ryan's Road in Worthington, Minnesota (the "City").

In 2019, the South Dakota Authority on behalf of the Borrowers, issued the South Dakota Health and Educational Facilities Authority Taxable Revenue Bonds, Series 2019B (Avera Health) (the "Series 2019B Bonds"), which refinanced the outstanding Series 2012A Bonds. The South Dakota Authority, on behalf of the Borrowers, expects to issue a series of bonds (the "Series 2024 Bonds"), proceeds of which will be used by the Borrowers to purchase and refinance existing debt of the Borrowers, including the Series 2019B Bonds, which refinanced the Series 2012A Bonds.

Since the debt to be refinanced with proceeds of the Series 2024 Bonds originally financed projects located in the City, Section 147(f) of the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder, requires that, prior to the issuance of the Series 2024 Bonds, this Council approve the use of proceeds of the Series 2024 Bonds, after conducting a public hearing thereon.

Representatives of the Borrowers have requested the City hold a public hearing on this matter. While the City has no financial liability with respect to the Series 2024 Bonds, the public hearing provides the public with the opportunity to voice their support or opposition to the issuance of the Series 2024 Bonds, which are to be issued by the South Dakota Authority.

*Exhibit 3* is a copy of the resolution providing for the issuance of revenue bonds by the South Dakota Health and Educational Facilities Authority for Avera Health.

Staff recommends Council approve the resolution.

2. **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. Ward 2 Precinct 2 & 3 will now be held at the American Lutheran Church, 915 Winifred Street, the polling place was formerly located at the Nobles County Public Works Building, 960 Diagonal Road. A notice to voters will be sent to every affected household with at least

one registered voter in the precinct at least 25 days before the next election which is the Primary Election on August 6, 2024.

The polling places for the 2024 primary election and the 2024 general election will be as follows:

Ward 1 - Precinct 1 - Lakeside Church - 1000 Linda Lane  
Ward 1 - Precinct 2 - Lakeside Church - 1000 Linda Lane  
Ward 1 - Precinct 3 - Lakeside 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 - American Lutheran Church - 915 Winifred Street**  
**Ward 2 - Precinct 3 - American Lutheran Church - 915 Winifred Street**  
Ward 2 - Precinct 4 - Solid Rock Church - 1730 Diagonal Road  
Ward 2 - Precinct 5 - Solid Rock Church - 1730 Diagonal Road

Staff recommends Council approve the resolution shown in *Exhibit 4*.

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

A Nominating Committee Meeting was held on March 19, 2024 and are making the following recommendations for committee appointments/reappointments:

Water & Light Commission

Re-appoint Kathy Hayenga to a third three-year term, term to expire March 31, 2027

Park & Recreation Advisory Board

Appoint Jessica Noble to replace Dan Krueger, who has served two terms, first term to expire March 31, 2027

Appoint Adam Blume to replace Craig Stock, who has served two terms, first term to expire March 31, 2027

Planning Commission

Re-appoint Erin Schutte-Wadzinski to a second three-year term, term to expire March 31, 2027

Re-appoint Jason Gerdes to a second

three-year term, term to expire March  
31, 2027

Council action is requested to approve the committee appointments/reappointments.

4. **RESOLUTION OF SUPPORT FOR MINNESOTA ASSOCIATION OF COMMUNITY TELECOMMUNICATIONS ADMINISTRATORS (MACTA) EFFORTS TO MODERNIZE PUBLIC, EDUCATION, AND GOVERNMENT (PEG) PROGRAMMING/PUBLIC ACCESS FUNDING**

Community television in Worthington is funded through franchise fees with our local cable television providers. The franchise fees received by the City is based on the number of customers. As viewing preferences have changed, many individuals have cut the cable TV cord and turned to streaming services, thereby reducing the fees we receive to continue to fund Cable 3. Worthington Cable 3 broadcasts many of the high school's athletic and cultural events, local celebrations and of course our city council meetings.

Current state law does not require alternative streaming (internet) companies to compensate cities for use of our public right of way.

Two House and Senate bills have been introduced to modernize and provide sustainable funding for community television:

- HF 4186/SF3930: Assess a fee on streaming services, collected by local governments, to fund local public, education and government community television.
- HF4182/SF4262: In exchange for private use of the City's public right of way by broadband providers, establish a broadband franchise requirement to generate compensation.

Alternative funding sources for local community television is needed to be able to continue providing this service to our residents.

Attached as *Exhibit 5* is a resolution in support of State legislation to modernize the funding structure of local community programming.

5. **RESOLUTION ACCEPTING GRANT FROM SOUTHWEST MINNESOTA ARTS COUNCIL**

Staff applied for and received a grant for \$6,000.00 from the Southwest Minnesota Arts Council. The project title is "Dia de Los Muertos Catrinas Community Art Project (Day of the Dead Celebration) at the Memorial Auditorium". If approved by Council, the City will

serve as the grant administrator. The funds will be used for the celebration and a final report will be completed within 60 days of completion of the project in compliance with the approved budget.

Council action is requested to approve the resolution (*shown as Exhibit 6*) accepting the Southwest Minnesota Arts Council grant.

6. **CLOSED SESSION UNDER MINN. STAT. § 13D.05, SUBD. 3(B) ATTORNEY CLIENT PRIVILEGE (\*\*SEE NOTE) - 8TH AVENUE RECONSTRUCTION**

**\*\*NOTE: Minn. Stat. § 13D.05, subd. 3(b). Attorney-client privilege. Meetings between the governing body and its attorney to discuss active, threatened, or pending litigation may be closed when the balancing of the purposes served by the attorney-client privilege against those served by the open meeting law dictates the need for absolute confidentiality. The need for absolute confidentiality should relate to litigation strategy, and will usually arise only after a substantive decision on the underlying matter has been made. This privilege may not be abused to suppress public observations of the decision-making process, and does not include situations where the council will be receiving general legal opinions and advice on the strengths and weaknesses of a proposed underlying action that may give rise to future litigation.**

**Procedure. The following must be done to use this exception:**

- i. Before closing the meeting, the council must state on the record the specific grounds permitting the meeting to be closed and describe the subject to be discussed. The council should also describe how a balancing of the purposes of the attorney-client privilege against the purposes of the open meeting law demonstrates the need for absolute confidentiality.**
- ii. The council must actually communicate with its attorney at the meeting.**

The City of Worthington imposed liquidated damages against the 8th Avenue Reconstruction prime contractor, Larson Crane Service, for failing to achieve substantial completion by the contractual date of September 30, 2022. In accordance with the executed agreement between the Owner and Contractor, the City withheld \$48,000.00 in liquidated damages for missing the substantial completion date by 40 days (40 days x \$1200/day). Sidewalk and driveway work was subsequently completed on May 17, 2023 and turf restoration was completed on June 9, 2023. The City would have been justified in assessing liquidated damages for a total of 93 days resulting in withholding a total of \$111,600.

The Contractor is disputing the levying of liquidated damages imposed by the City and is pursuing legal recourse.



Administrative Services Memo

March 25, 2024

Page 6

Mediation has been scheduled for April 4, 2024 in an effort to resolve the dispute. The City Administrator has been designated to be the authorized signatory of an agreement should one be reached.

The City Administrator is requesting Council provide acceptable negotiating limits should the situation warrant.

MINNESOTA LAWFUL GAMBLING  
**LG220 Application for Exempt Permit**

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

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

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

**Application Fee (non-refundable)**

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

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

**ORGANIZATION INFORMATION**

Organization Name: King Turkey Day Inc. Previous Gambling Permit Number: X- X-32624-23-011

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

Mailing Address: 700 2nd Avenue

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

Name of Chief Executive Officer (CEO): Jay Jensen, Board President

CEO Daytime Phone: 507-372-2919 CEO Email: wcofc@forwardworthington.com  
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): \_\_\_\_\_

**NONPROFIT STATUS**

Type of Nonprofit Organization (check one):

- Fraternal       Religious       Veterans       Other Nonprofit Organization

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

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

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

**GAMBLING PREMISES INFORMATION**

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

Physical Address (do not use P.O. box): 1211 Clary St

Check one:  
 City: Worthington Zip: 56187 County: Nobles  
 Township: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Date(s) of activity (for raffles, indicate the date of the drawing): May 1, 2024

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

- Bingo       Paddlewheels       Pull-Tabs       Tipboards       Raffle

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

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

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

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

The application is denied.

Print City Name: \_\_\_\_\_

Signature of City Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

The application is denied.

Print County Name: \_\_\_\_\_

Signature of County Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

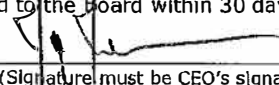
Print Township Name: \_\_\_\_\_

Signature of Township Officer: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)**

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

Chief Executive Officer's Signature:  Date: 3-14-24

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

Print Name: Jay Jensen, Board President

**REQUIREMENTS**

**Complete a separate application for:**

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

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

**Financial report to be completed within 30 days after the gambling activity is done:**  
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

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

**MAIL APPLICATION AND ATTACHMENTS**

**Mail application with:**

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

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

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

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

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



Minnesota Department of Public Safety  
 Alcohol & Gambling Enforcement Division  
 445 Minnesota Street, 1600  
 St Paul, Minnesota 55101  
 651-201-7507

**RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES**

No license will be approved or released until the \$20 Retailer ID Card fee is received by Alcohol and Gambling Enforcement.

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S.3 to report any license cancellation.

License Code: ONSS License Period Ending: 12/31/2023 Iden: 74561  
 Issuing Authority: Worthington  
 Licensee Name: Nobles County Fair Association  
 Trade Name: Worthington Speedway  
 Address: 1600 Stower Dr  
 Worthington, MN 56187  
 Business Phone: 507-360-2247  
 License Fees: Off Sale: \$0.00 On Sale: <sup>1,250</sup> \$750.00 Sunday: \$0.00

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following may result in civil penalties.

1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation Insurance will be kept in effect during the license period. Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$310,000 surety bond may be submitted in lieu of liquor liability. (3.2 liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).

Licensee Signature 12-26-24 DOB SSN Date  
 (Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/Auditor Signature Date  
 (Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature Date  
 County Board issued licenses only (Signature certifies licensee is eligible for license).

Police/Sheriff Signature Date  
 Signature certifies licensee or associates have been checked for any state/local liquor law violations (criminal/civil) during the past five years. Report violations on back, then sign here.

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

RESOLUTION PROVIDING FOR THE ISSUANCE OF REVENUE  
BONDS BY THE SOUTH DAKOTA HEALTH AND EDUCATIONAL  
FACILITIES AUTHORITY FOR AVERA HEALTH

WHEREAS, Avera Health, a South Dakota nonprofit corporation (“Avera Health”) and Avera McKennan (“Avera McKennan”), a South Dakota nonprofit corporation and an affiliate of Avera Health (together, the “Borrowers”), have requested that the South Dakota Health and Educational Facilities Authority (“Authority”) issue one or more series of revenue bonds under Sections 1-16A-1 through 1-16A-92 of the South Dakota Codified Laws, in a principal amount not to exceed \$465,000,000 (the “Bonds”); and

WHEREAS, the Borrowers intend to use the proceeds from the sale of the proposed Bonds to finance or refinance projects located in the States of South Dakota and Minnesota; and

WHEREAS, a portion of the Bonds (the “Local Portion”) will be issued to (1) purchase and refinance a portion of the outstanding \$99,810,000 original principal amount South Dakota Health and Educational Facilities Authority Taxable Revenue Bonds, Series 2019B (Avera Health) (the “Series 2019B Bonds”) attributable to the refunding of the outstanding \$71,205,000 original principal amount South Dakota Health and Educational Facilities Authority Revenue Bonds, Series 2012A (Avera Health Issue), a portion of which, in an aggregate principal amount not to exceed \$14,000,000, was used, among other things, to pay or reimburse the Borrowers for the costs of acquiring, constructing, remodeling, renovating and equipping certain health care facilities owned by the Borrowers, including, but not limited to the costs of acquiring, constructing, remodeling, renovating and equipping an approximately three-story, approximately 60,000 square foot health care facility, located at 1216 Ryan’s Road in Worthington, Minnesota, and (2) pay costs of issuance associated with the Local Portion; and

WHEREAS, the aggregate face amount of the Bonds will not exceed \$465,000,000, with an amount not to exceed \$14,000,000 thereof constituting the Local Portion; and

WHEREAS, the Borrowers request that the City of Worthington, Minnesota (the “City”) consent to the issuance of the proposed Bonds by the Authority; and

WHEREAS, the City conducted a public hearing on March 25, 2024 in accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended, on the proposal to issue the Local Portion, which will be used to purchase and refinance a portion of the Series 2019B Bonds and to finance the costs of issuing such Local Portion; and

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. The issuance of Bonds by the Authority in an amount not to exceed \$465,000,000, with an amount not to exceed \$14,000,000 thereof constituting the Local Portion, are hereby approved, including for purposes of the Section 147(f) of the Internal Revenue Code of 1986, as amended.

2. The Authorized Officers of the City are hereby authorized and directed to do all such acts and things and to execute or accept all such documents as may be necessary to carry out and comply with the provisions of these resolutions, and all of the acts and doings of the Authorized Officers of the City which are in conformity with the intent and purposes of these resolutions and within the parameters set forth herein, whether heretofore or hereafter taken or done, shall be and are hereby authorized, ratified, confirmed and approved.

Adopted by the City Council of the City of Worthington, Minnesota this 25th day of March, 2024.

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Mayor

ATTEST:

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City Clerk

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

**A RESOLUTION TO DESIGNATE A NEW POLLING PLACE 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 - American Lutheran Church - 915 Winifred Street**
- Ward 2 - Precinct 3 - American Lutheran Church - 915 Winifred Street**
- Ward 2 - Precinct 4 - Solid Rock Church - 1730 Diagonal Road
- Ward 2 - Precinct 5 - Solid Rock Church - 1730 Diagonal Road

Approved this 25<sup>th</sup> day of March, 2024, by the Worthington City Council.

(SEAL)

CITY OF WORTHINGTON

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

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

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

**RESOLUTION IN SUPPORT OF STATE LEGISLATION TO MODERNIZE THE FUNDING STRUCTURE FOR LOCAL COMMUNITY PUBLIC, EDUCATION AND GOVERNMENT PROGRAMMING**

**WHEREAS**, the City of Worthington is authorized to negotiate and manage franchise agreements to provide local government community Public Education and Government (PEG) access programming;

**WHEREAS**, Studio 3 (Worthington Cables Television Channel 3) provides essential local coverage of community events, school sports and academic programs, school board meetings, city council meetings, education, music and arts that broadcast stations do not typically cover,

**WHEREAS**, Studio 3 is funded through franchise and PEG fee support negotiated in the cable franchise agreements with local cable providers, which are currently limited to only the revenues on traditional cable TV and not on streaming or internet revenues,

**WHEREAS**, Digital service providers are currently not required to support local PEG programming,

**WHEREAS**, Studio 3 is projecting an ongoing reduction in franchise and PEG fees due to the marketplace trend of cord "cutting",

**WHEREAS**, Current state law does not require alternative streaming (internet) companies to compensate cities for use of our public right of way,

**WHEREAS**, Two Minnesota Legislature House and Senate bills have been introduced to modernize the source of funding for community television.

HF 4186/SF3930: Assess a fee on streaming services, collected by local governments, to fund local public, education and government community television.

HF4182/SF4262: In exchange for private use of the City's public right of way by broadband providers, establish a broadband franchise requirement to generate compensation.

**NOW, THEREFORE, BE IT RESOLVED**, Studio 3 calls on the Minnesota Legislature to pass legislation to modernize the funding structure for local community PEG programming providing an increase in financial support to be able to continue offering this service to our residents.

Adopted by the City Council of the City of Worthington, Minnesota, this the 25<sup>th</sup> day of March, 2024.

(SEAL)

CITY OF WORTHINGTON



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

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

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

**RESOLUTION ACCEPTING GRANT**

Be it resolved that the City of Worthington has received a grant in the amount of \$6,000 from the Southwest Minnesota Arts Council, for the “Dia de Los Muertos Catrinas Community Art Project – (Day of the Dead Celebration) on October 26, 2024 and October 27, 2024 at the Memorial Auditorium.

Steve Robinson, City Administrator, is hereby authorized to execute such agreements and amendments as are necessary to implement the project on behalf of the City of Worthington and to be the fiscal agent and administer the grant.

Adopted by the City Council of the City of Worthington, Minnesota, this 25<sup>th</sup> day of March, 2024.

(SEAL)

CITY OF WORTHINGTON

\_\_\_\_\_  
Mayor

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

## PUBLIC WORKS MEMO

**DATE:** MARCH 21, 2024  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**SUBJECT:** ITEM REQUIRING CITY COUNCIL ACTION OR REVIEW

### CASE ITEMS

**1. APPROVE MN WEST BALLFIELD MAINTENANCE CONTRACT**

The City of Worthington and MN West have a proposed maintenance agreement (*Exhibit 1*), to have City Public Works staff do annual maintenance on the athletic fields located on the MN West Worthington campus. These fields include the baseball, softball, and football practice fields. The maintenance duties that Public Works will be responsible for, include mowing, dragging, lining, fertilizing, aerating, and general cleanup. The proposed fee that MN West will pay the City of Worthington for these services is not to exceed \$15,000.00. Staff has reviewed the contract and is supportive of its passage.

Council action is requested to approve the MN West Maintenance Contract.

**2. DISTRICT 518 BALLFIELD MAINTENANCE AGREEMENT**

The City of Worthington currently leases, from Worthington School District 518, the Middle School Baseball complex. The Public Works Department maintains and schedules all activities for these fields. These duties include:

- Field maintenance
- Cleaning and trash removal
- Minor maintenance of facilities

The proposed fee that District 518 will pay the City of Worthington, is \$11,660.00 a 10% increase from 2023. A copy of the agreement (*Exhibit 2*) is included.

Council Action is requested to approve the agreement with District 518.

**3 2024 HANGAR LEASE RATES – WORTHINGTON MUNICIPAL AIRPORT**

The Airport Advisory Board, at their March 20<sup>th</sup>, 2024 meeting, reviewed and recommended that there be a 10% increase in the rates charged for leasing a hangar at the Worthington Municipal Airport. The last rate increase was in 2020, a 5% increase. The Airport Advisory Board feels that this increase is needed at this time, due to increased cost.

At this time 19 of the 22 available hangars are currently rented for an 86% occupancy rate. Full occupancy would result in an annual revenue of \$34,836.88.

Staff is requesting Council approval for the 2024 hangar lease rate increase.

## 4. ADOPT A RESOLUTION EXECUTING A STATE OF MINNESOTA GRANT

The City of Worthington was recently notified that they have been awarded a Minnesota Department of Transportation Grant to purchase a Kubota Zero Turn mower at the Worthington Municipal Airport. The quoted price of a new 2024 mower is \$19,599.06. The trade-in value of our existing 2013 mower is \$5,500.00, for a final replacement cost \$14,099.06. The proposed State Grant will pay 70% of this cost, which equals \$9,319.35 and the City of Worthington will use airport E.R.S. funds to pay the remaining 30%, or \$4,779.71. The Airport will be also purchasing an extended warranty for this mower at a cost of \$1,200.00. This warranty will be funded through normal operating expenses.

Attached is the Grant Agreement (*Exhibit 3*) and the Resolution authorizing execution the Minnesota Department of Transportation Grant Agreement (*Exhibit 4*).

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



MINNESOTA STATE

Contract Number: MWCTC-2024-040338

P.O. Number: N/A

## MAINTENANCE/SERVICE MASTER CONTRACT [NOT BUILDING CONSTRUCTION OR REMODELING]

THIS CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of MINNESOTA WEST COMMUNITY AND TECHNICAL COLLEGE (hereinafter "Minnesota State"), and WORTHINGTON CITY OF, 303 9<sup>TH</sup> STREET, WORTHINGTON, MINNESOTA, 56187-0458, an independent contractor, not an employee of the State of Minnesota (hereinafter "Contractor").

WHEREAS, Minnesota State, pursuant to Minnesota Statutes Chapter 136F, is empowered to procure from time to time certain services; and

WHEREAS, Minnesota State is in need of maintenance or services that are not related to building or facilities construction or remodeling; and

WHEREAS, the Contractor represents it is duly qualified and willing to perform the services set forth in this contract; and

NOW, THEREFORE, it is agreed:

1. **TERM OF CONTRACT.** This contract shall be effective on Upon Execution **or upon the date the final required signature is obtained by Minnesota State, whichever occurs later**, and shall remain in effect until November 30, 2024 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. **The Contractor understands that no work should begin under this contract until all required signatures have been obtained and the Contractor is notified by an authorized representative of Minnesota State that it may begin work.** The term of any work authorization issued under this Maintenance/Service Master Contract may not extend beyond the expiration of this Master Contract.
2. **CONTRACTOR'S DUTIES AND SCOPE OF WORK.**
  - a. The Contractor may be requested by Minnesota State to perform any of the following services under individual work authorizations:

**Baseball/Softball/Football Fields Maintenance Time/ Cost**

March 15 -May 15th 8 Weeks

Mow/Weed eat	Fields	4 Hours / 2 times week
Trash	Fields	1 Hour / 5 times week
Maintenance on Fields/ Mound	Fields	2 Hour /5 times a week

May 15<sup>th</sup> – Aug 15<sup>th</sup> 12 Weeks

Mow/Weed eat	Fields	4 Hours / 2 times week
Clean facilities/ Trash	Fields	1 Hour / 5 times week
Misc. Maintenance/Water	Fields	4 Hours / Week

May 15<sup>th</sup> – Aug 15<sup>th</sup> 12 Weeks

Mow/Weed eat	Fields	4 Hours / 2 times week
Clean facilities/ Trash	Fields	1 Hour / 5 times week
Misc. Maintenance/Water	Fields	4 Hours / Week

A complete detailed description of required work will be furnished in each work authorization issued. Work authorizations issued to Contractor are incorporated as part of this Master Contract.

- b. The Contractor understands that only upon receipt of a work authorization shall Contractor begin work under this Master Contract. Any and all effort, expenses, or actions taken before the work authorization is issued is not authorized under Minnesota Statutes and is undertaken at the sole responsibility and expense of Contractor.
- c. The Contractor shall comply with all time requirements described in a work authorization. In the performance of work pursuant to this Contract, time is of the essence.

- d. The Contractor understands that this Master Contract is not a guarantee of a work authorization. Minnesota State has determined that it might have need for the services under this Master Contract, but Minnesota State does not commit to issuing a work authorization or spending any money with Contractor.
- e. The Contractor and all of its Subcontractor(s) shall comply with the Labor Standards and Wages requirements of Minnesota Statutes Chapter 177 as applicable.
- f. Minnesota Statutes Section 177.43, Subd. 3, requires the collection of payroll information, as further described below, for all Contracts or work under a work authorization, unless:
- the estimated total cost of completing the project is less than \$2,500 and only one trade or occupation is required to complete it, or
  - the estimated total cost of completing the project is less than \$25,000 and more than one trade or occupation is required to complete it.
- i. Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120, this project contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

For more information regarding prevailing wage and its application, contact:

Minnesota Department of Labor and Industry  
Prevailing Wage unit  
443 Lafayette Road N  
St. Paul, MN 55155  
Phone: (651) 284-5091  
E-mail: [dli.prevwage@state.mn.us](mailto:dli.prevwage@state.mn.us)  
Web: [www.dli.mn.gov](http://www.dli.mn.gov)

- ii. The Contractor shall review the applicable Prevailing Wage Rate Requirements to determine the applicable prevailing wage rates, prevailing hours of labor, and hourly basic rates of pay that are applicable to this project contract. A copy of the applicable Prevailing Wage Rate Determination Schedule, as published by Minnesota Department of Labor and Industry, can be found at the [DOLI](http://DOLI) website for commercial

construction. The prevailing wage rates, prevailing hours of labor, and hourly basic rates of pay for all trades and occupations required in any project must be ascertained before the state asks for bids.

iii. Hours of labor - Pursuant to Minnesota Statutes 177.43:

1. no laborer or mechanic employed directly on the project work site by the contractor or any subcontractor, agent, or other person doing or contracting to do all or a part of the work of the project, is permitted or required to work more hours than the prevailing hours of labor unless paid for all hours in excess of the prevailing hours at a rate of at least 1-1/2 times the hourly basic rate of pay; and
2. a laborer or mechanic may not be paid a lesser rate of wages than the prevailing wage rate in the same or most similar trade or occupation in the area.

**Exceptions**

This requirement does not apply to wage rates and hours of employment of laborers or mechanics who process or manufacture materials or products or to the delivery of materials or products by or for commercial establishments which have a fixed place of business from which they regularly supply processed or manufactured materials or products. This section applies to laborers or mechanics who deliver mineral aggregate such as sand, gravel, or stone which is incorporated into the work under the contract by depositing the material substantially in place, directly or through spreaders, from the transporting vehicle.

**Posting**

The prevailing wage rates, prevailing hours of labor, and hourly basic rates of pay for all trades and occupations required in any project must be ascertained before the state asks for bids. Each contractor and subcontractor performing work on a public project shall keep the information posted on the project in at least one conspicuous place for the information of the employees working on the project.

**Penalty**

It is a misdemeanor for an officer or employee of the state to execute a contract for a project without complying with this section, or for a contractor, subcontractor, or agent to pay any laborer, worker, or mechanic employed directly on the project site a lesser wage for work done under the contract than the prevailing wage rate as stated in the contract. This misdemeanor is punishable by a fine of not more than \$700, or imprisonment for not more than 90 days, or both. Each agent or



subcontractor shall furnish to the contractor evidence of compliance with this section. Each day a violation of this section continues is a separate offense.

**Examination of records; investigation**

The Department of Labor and Industry shall enforce this section. The department may demand, and the contractor and subcontractor shall furnish to the department, copies of any or all payrolls. The department may examine all records relating to wages paid laborers or mechanics on work to which sections 177.41 to 177.44 apply.

The Contractor and subcontractors shall comply with Minnesota Statutes 177.41-.44. To facilitate compliance pursuant to the Statute, wage determinations (prevailing wages) were prepared for different trades for each county from which labor for said project would be secured and are included and published in the Contract Specifications. Any wage determinations that are found not to be so promulgated do not relieve the Contractor from any responsibility for paying the prevailing wage rate of the trade in question. Additional classifications may develop between certifications by the Minnesota Department of Labor and Industry. Therefore, no inference may be drawn from the omission of a classification which has local usage.

**Prevailing wage violations**

Upon issuing a compliance-order to an employer pursuant to section 177.27, subdivision 4, for violation of sections 177.41 to 177.44, the commissioner shall issue a withholding order to the contracting authority ordering the contracting authority to withhold payment of sufficient sum to the prime or general contractor on the project to satisfy the back wages assessed or otherwise cure the violation, and the contracting authority must withhold the sum ordered until the compliance order has become a final order of the commissioner and has been fully paid or otherwise resolved by the employer.

During an investigation of a violation of sections 177.41 to 177.44 which the commissioner reasonably determines is likely to result in the finding of a violation of sections 177.41 to 177.44 and the issuance of a compliance order pursuant to section 177.27, subdivision 4, the commissioner may notify the contracting authority of the determination and the amount expected to be assessed and the contracting authority shall give the commissioner 90 days' prior notice of the date the contracting authority intends to make final payment.

- iv. Pursuant to Minnesota Statutes Section 177.43, Subd. 3, all contractors and subcontractors shall submit to the Owner's contracting entity copies of payrolls that contain all the data required by Minnesota Statutes §177.30. Contractors and subcontractors shall use Form MnSCU073 for this purpose.
- v. Keeping Records; Penalty:
  1. every employer subject to Minnesota Statutes Section 177.21 to 177.44 must make and keep a record of:
    - a. the name, address, and occupation of each employee;
    - b. the rate of pay, and the amount paid each pay period to each employee;
    - c. the hours worked each day and each workweek by the employee;
    - d. for each employer subject to sections 177.41 to 177.44, and while performing work on public works projects funded in whole or in part with state funds, the employer shall furnish under oath signed by an owner or officer of an employer to the contracting authority and the project owner every two weeks, a certified payroll report with respect to the wages and benefits paid each employee during the preceding weeks specifying for each employee: name; identifying number; prevailing wage master job classification; hours worked each day; total hours; rate of pay; gross amount earned; each deduction for taxes; total deductions; net pay for week; dollars contributed per hour for each benefit, including name and address of administrator; benefit account number; and telephone number for health and welfare, vacation or holiday, apprenticeship training, pension, and other benefit programs; and
    - e. other information the commissioner finds necessary and appropriate to enforce sections 177.21 to 177.435. The records must be kept for three years in or near the premises where an employee works except each employer subject to sections 177.41 to 177.44, and while performing work on public works projects funded in whole or in part with state funds, the records must be kept for three years after the contracting authority has made final payment on the public works project.
  2. The commissioner may fine an employer up to \$1,000 for each failure to maintain records as required by this section. This penalty is in

addition to any penalties provided under section 177.32, subdivision 1. In determining the amount of a civil penalty under this subdivision, the appropriateness of such penalty to the size of the employer's business and the gravity of the violation shall be considered.

**3. CONSIDERATION AND TERMS OF PAYMENT.**

a. **Consideration** for all services performed and goods or materials supplied by the Contractor for all work authorizations issued pursuant to this Master Contract shall be paid by Minnesota State as follows:

i. **Compensation of**

**Baseball / Softball School Seasons:** Dan @ \$33.26/ per hour x 18 Hours x 8 weeks = \$4,789.44

**School Fields Summer:** Dan @ \$33.26/ per hour x 4 Hours x 12 weeks = \$1,596.48

**Misc. Season Employee:** @14.43/per hour x 8 hours x 12 weeks = \$1,385.28

**School Fields Fall:** Dan @ \$33.26/ per hour x 14 Hours x 12 weeks = \$5,587.68.

ii. The **total obligation** of Minnesota State for all compensation and reimbursement to the Contractor shall not exceed Not to Exceed Fifteen Thousand and 00/100 (\$15,000.00) Dollars.

iii. Check one box below as applicable.

Funds are encumbered on this contract and the encumbered amount is \$ \_\_\_\_\_.

No funds are encumbered at this time and payment will be certified by purchase order.

b. **Terms of Payment.**

i. Payment shall be made by Minnesota State promptly after the Contractor's presentation of invoices for services performed and acceptance of such services by authorized representative Minnesota State. All services provided by the Contractor under work authorizations issued pursuant to this Master Contract shall be performed to the satisfaction of Minnesota State, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The Contractor shall not receive payment for work found by Minnesota State to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or

regulation. Invoices shall be presented by Contractor according to the following schedule:

1. Within thirty (30) calendar days following completion of services.
  2. **Retainage.** No more than ninety-five percent (95%) of the amount due will be paid by Minnesota State until all the services under this Contract or applicable work authorization have been reviewed by authorized representative Minnesota State. The balance due will be paid when an authorized representative Minnesota State determines that the Contractor has satisfactorily fulfilled all the terms of the Contract or applicable work authorization.
- ii. **Nonresident Aliens.** Pursuant to 26 U.S.C. § 1441, Minnesota State is required to withhold certain federal income taxes on the gross compensation paid to nonresident aliens, as defined by Internal Revenue Code § 7701(b). Minnesota State will withhold all required taxes unless and until Contractor submits documentation required by the Internal Revenue Service indicating that Contractor is a resident of a country with tax treaty benefits. Minnesota State makes no representations regarding whether or to what extent tax treaty benefits are available to Contractor. To the extent that Minnesota State does not withhold these taxes for any reason, the Contractor agrees to indemnify and hold Minnesota State harmless for any taxes owed and any interest or penalties assessed.

4. **AUTHORIZED REPRESENTATIVES.**

All official notifications, including but not limited to work authorizations, purchase orders, or cancellation of this Master Contract must be sent to the other party's authorized representative.

- a. An authorized representative Minnesota State for the purpose of administration of this Master Contract is:

Name: Matthew Kibbon  
Address: 1011 First Street West, Canby, Minnesota, 56220  
Telephone: 507-223-1337  
E-Mail: matthew.kibbon@mnwest.edu

Such representative shall have final authority for acceptance of the Contractor's services and, if such services are accepted as satisfactory, shall so certify on each invoice presented pursuant to Clause III, paragraph B.

- b. The Contractor's authorized representative for the purpose of administration of this Master Contract is:

Name: Steve Robinson

Address: PO BOX 458, WORTHINGTON, Minnesota, 56187-0458

Telephone: 507-372-8600 ext. 5012

E-Mail: srobinson@ci.worthington.mn.us

**5. CANCELLATION AND TERMINATION.**

- a. This Master Contract may be canceled by Minnesota State at any time, with or without cause, upon thirty (30) days written notice to the Contractor. In the event of such a cancellation, the Contractor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- b. Termination for Insufficient Funding. Minnesota State may immediately terminate this Master Contract, if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered in this Master Contract. Termination must be by written or fax notice to the Contractor within a reasonable time of Minnesota State receiving notice that sufficient funding is not available. Minnesota State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available Minnesota State will not be assessed any penalty if the Master Contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

**6. ASSIGNMENT.** The Contractor shall neither assign nor transfer any rights or obligations under this Master Contract without the prior written consent of Minnesota State.

**7. LIABILITY.** The Contractor shall indemnify, save, and hold Minnesota State, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by Minnesota State, arising from the performance of this Master Contract, by the Contractor or Contractor's agents or employees. This clause shall not be construed to bar any legal remedies the Contractor may have for failure of Minnesota State to fulfill its obligations pursuant to this Master Contract.

**8. WORKERS' COMPENSATION.** The Contractor certifies it is in compliance with Minnesota Statutes § 176.181, subd. 2 pertaining to workers' compensation insurance coverage. The Contractor's employees and agents will not be considered Minnesota State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the obligation or responsibility of Minnesota State.

**9. MINNESOTA STATUTE §181.59.**



The Contractor will comply with the provisions of Minnesota Statute §181.59 which require:

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

#### 10. DATA DISCLOSURE.

- a. As a condition of this contract, Contractor is required by Minn. Stat. §270C.65 to provide a social security number, a federal tax identification number or Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations. Supplying these numbers could result in action to require CONTRACTOR to file state tax returns and pay delinquent state tax liabilities. **This contract will not be approved unless these numbers are provided.**
- b. **Independent Contractors.** Minn. Stat. §256.998 requires Minnesota State to report the name, address and social security number of independent contractors to the New Hire Reporting Center of the Minnesota Department of Human Services unless this Contract is for less than two months in duration with gross earnings of less than \$250.00 per month. This information may be used by state or local child support enforcement authorities in the enforcement of state and federal child support laws.

#### 11. GOVERNMENT DATA PRACTICES ACT.

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The Contractor and Minnesota State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Minnesota State in accordance with this contract, and as it applies to all data, created,

collected, received, stored, used, maintained, or disseminated by the Contractor in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the Contractor or Minnesota State.

In the event the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify Minnesota State. Minnesota State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released.

## **12. INTELLECTUAL PROPERTY.**

The Contractor represents and warrants that any materials, plans, specifications, documents, software or intellectual property of any kind produced or used under this contract ("Materials") do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The Contractor shall indemnify and defend, to the extent permitted by the Attorney General, Minnesota State at the Contractor's expense from any action or claim brought against Minnesota State to the extent that it is based on a claim that all or part of the Materials infringe upon the intellectual property rights of another. The Contractor shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the Contractor's or the opinion of Minnesota State is likely to arise, the Contractor shall, at the discretion of Minnesota State, either procure for Minnesota State the right or license to continue using the Materials at issue or replace or modify the allegedly infringing Materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

## **13. ANTITRUST.**

The Contractor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods or services provided in connection with this Master Contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.

## **14. JURISDICTION AND VENUE.**

This Master Contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Master Contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **15. AMENDMENTS.**

Any amendments to this Master Contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.

**16. STATE AUDITS.**

The books, records, documents, and accounting procedures and practices of the Contractor relevant to this Master Contract shall be subject to examination by Minnesota State and the Legislative Auditor for a minimum of six (6) years from the end of the contract.

**17. SURVIVAL OF TERMS.**

The following clauses survive the expiration, cancellation or termination of this contract:

7. Liability; 10., Data Disclosure; 11., Government Data Practices Act; 12., Intellectual Property; 14., Jurisdiction and Venue; and 16., State Audits.

**18. FORCE MAJEURE.**

No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the parties' duty to perform obligations shall be suspended.

**19. INSURANCE.**

- a. Contractor shall submit an *ACORD* Certificate of Insurance to an authorized representative of Minnesota State prior to execution of the Master Contract.
- b. Contractor shall maintain and furnish satisfactory evidence of the following:
  - i. **Workers' Compensation Insurance.** Contractor shall provide workers' compensation insurance for all its employees and, in case any work is subcontracted, Contractor shall require the subcontractor to provide workers' compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability, at limits not less than \$100,000.00 bodily injury by disease per employee, \$500,000.00 bodily injury by disease aggregate, and \$100,000.00 bodily injury by accident.
  - ii. **Commercial General Liability.** Contractor shall maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims and property damage claims which may arise from operations under the Master Contract whether the operations are by Contractor or by a subcontractor or by anyone directly or indirectly employed under the Master Contract.

The minimum insurance amounts will be:

- \$2,000,000.00 per occurrence
- \$2,000,000.00 annual aggregate applying per project or location



- \$2,000,000.00 annual aggregate applying to Products/Completed Operations

In addition, the following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Products and Completed Operations Liability
- Contractual Liability as provided in Insurance Services Office (ISO) form CG 00 01 04 13 or its equivalent
- Pollution Exclusion with standard exception as per Insurance Services Office (ISO) Commercial General Liability Coverage Form – CG 00 01 04 13 or its equivalent
- Independent Contractors (let or sublet work)
- Waiver of Subrogation in favor of Minnesota State
- Coverage will not contain any restrictive endorsement(s) excluding or limiting Broad Form Property Damage (BFPD) or Explosion, Collapse, Underground (XCU)

Name the following as Additional Insureds, to the extent permitted by law:

The Board of Trustees of the Minnesota State Colleges and Universities and its officers and members, to include the Project's College or University, the State of Minnesota, officers and employees of the State of Minnesota, the Architect and its agents as additional named insured, to the extent permitted by law, for claims arising out of the Contractor's negligence or the negligence of those for whom the Contractor is responsible for both ongoing and completed operations.

- iii. **Commercial Automobile Liability.** The Contractor shall maintain insurance protecting it from bodily injury claims and property damage claims resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations of vehicles under the Master Contract, and in case any work is subcontracted the Contractor will require the subcontractors to maintain Commercial Automobile Liability insurance.

The minimum insurance amounts will be:

- \$2,000,000.00 per occurrence Combined Single Limit (CSL) for bodily injury and property damage

In addition, the following coverage shall be included:

- Owned, Hired, and Non-owned

c. Additional Insurance Conditions:

- The Contractor policy(ies) shall be primary insurance to any other valid and collectible insurance available to Minnesota State with respect to any claim arising out of Contractor's performance under this Master Contract:
  - If the Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify Minnesota State within five (5) business days with a copy of the cancellation notice unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to Minnesota State.
  - The Contractor is responsible for payment of Master Contract related insurance premiums and deductibles;
  - The Contractor's policy(ies) shall include legal defense fees in addition to its liability policy limits;
  - The insurance policies will be issued by a company or companies having an "A.M. Best Company" financial strength rating of A- (Excellent) or better and authorized to do business in the State of Minnesota prior to execution of the Master Contract.
  - An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Master Contract.
- d. Minnesota State reserves the right to immediately terminate this Master Contract if Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against Contractor. All insurance policies must be available for inspection by Minnesota State copies of policies must be submitted to a Minnesota State authorized representative upon written request.

20. **OTHER PROVISIONS.** None

The remainder of this page was intentionally left blank.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

**APPROVED:**

**1. CONTRACTOR: CITY OF WORTHINGTON**

The CONTRACTOR certifies that the appropriate person(s) have executed the contract on behalf of the CONTRACTOR as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature and printed name)
Title Mayor
Date

By (authorized signature and printed name)
Title
Date

**2. MINNESOTA STATE COLLEGES AND UNIVERSITIES  
MINNESOTA WEST COMMUNITY AND TECHNICAL COLLEGE:**

By (authorized signature and printed name)
Title
Date

**3. AS TO FORM AND EXECUTION:**

By (authorized signature and printed name)
Title
Date

**Maintenance and scheduling agreement  
City of Worthington and Independent School District 518**

Both parties agree to the following:

1. The City shall be responsible for maintenance and preparation for the three baseball fields located on the District 518 Middle School Property. These preparations include, but are not limited to, watering, mowing, weed eating, dragging, lining, pitching mound maintenance, cleaning, trash removal and minor maintenance on aforementioned facilities. These maintenances and preparations will commence on March 15, 2024 and continue throughout the 2024 baseball season.
2. From the period, that the baseball season has ended until freezeup, the City will be responsible for doing any fall maintenance, including fertilizing, aereating, overseeding and close down procedures.
3. The City will provide all maintenance equipment to perform these preparations.
4. The City will be responsible for the scheduling of events and ensuring that the fields are ready for play.
5. ISD 518 will provide Agri-lime, as needed to properly maintain the infield portions of the fields.
6. ISD 518 will provide any chalk, used for lining the fields, for any school sanctioned games.
7. ISD 518 will provide any necessary funding to make repairs to the above mentioned facilities.
8. ISD 518 will reimburse the City of Worthington the sum of \$11,660.00, for the services listed above.

ISD 518

City of Worthington

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Clerk

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

STATE OF MINNESOTA  
STATE AIRPORTS FUND  
EQUIPMENT GRANT AGREEMENT

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and City of Worthington acting through its City Council, 303 Ninth Street, P.O. Box 279, Worthington, MN 56187 ("Grantee").

**RECITALS**

1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport equipment project ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State.

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

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5. As required by [Minn. Stat. §16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to order the equipment.
- 1.2 **Expiration Date.** This agreement will expire on June 30, 2028, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project A5301-90, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.

**2 Grantee's Duties**

- 2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
- 2.2 Grantee will comply with all required grants management policies and procedures set forth through [Minn. Stat. §16B.97](#), Subd. 4 (a) (1).
- 2.3 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 2.4 **Airport Operations, Maintenance, and Conveyance.** Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of 20 years from the date the Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or

termination of this Agreement.

**3 Time**

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

**4 Cost and Payment**

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

<u>Item Description</u>	<u>State Share</u>	<u>Grantee Share</u>
purchase new ZD1211RL-3-72R Diesel Zero-Turn Mower w/Deck (\$19,599.06)	70% (\$13,719.35)	30% (\$5,879.72)
purchased 2-year Orange Protection Program (\$1,200.00)	0%	100% (\$1,200.00)
Trade in mower previously purchased under S.P. 5301-78 (-\$5,500.00)	80% (-\$4,400.00)	20% (-\$1,100.00)
State:	<b><u>\$ 9,319.35</u></b>	
Grantee:	<b><u>\$ 5,979.72</u></b>	

4.2 **Sufficiency of Funds.** Pursuant to Minnesota Rules 8800.2500, the Grantee certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Grantee has the legal authority to engage in the Project as proposed.

4.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$9,319.35.

**4.4 Payment**

4.4.1 **Invoices.** Grantee will submit invoices for payment by electronic e-mail. Exhibit A, which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State’s Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State’s Authorized Representative accepts the invoiced services. Invoices will be submitted timely and upon completion of the services.

4.4.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State’s discretion.

4.4.3 **State’s Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee’s invoices for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

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

4.4.5 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State may make at least annual monitoring visits and conduct annual financial reconciliations of Grantee’s expenditures.

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

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

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



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

4.4.7 **Closeout Deliverables.** At the close of the Project, the Grantee must provide the following deliverable to the State after the final payment due under this Agreement is made by the State: (1) Photos of each piece of equipment purchased with the Minnesota Department of Transportation, Office of Aeronautics sticker attached.

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

**5 Conditions of Payment**

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

**6 Authorized Representatives**

6.1 The State's Authorized Representative is:

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

6.2 Grantee’s Authorized Representative is:

Todd Wietzema, Airport Manager  
 303 Ninth Street, P.O. Box 279, Worthington, MN 56187  
 Phone: (507) 372-8651, [tew@ci.worthington.mn.us](mailto:tew@ci.worthington.mn.us)  
 or their successor. If Grantee’s Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

**7 Assignment Amendments, Waiver, and Grant Agreement Complete**

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

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

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

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

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

7.6 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

**8 Liability**

In the performance of this agreement, and to the extent permitted by law, Grantee must indemnify, save, and hold the

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

## 9 State Audits

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

## 10 Government Data Practices and Intellectual Property Rights

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

### 10.2 Intellectual Property Rights.

**10.2.1 Intellectual Property Rights.** State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

#### 10.2.2 Obligations

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

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



property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

## 11 Workers Compensation

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

## 12 Publicity and Endorsement

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

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

## 13 Governing Law, Jurisdiction, and Venue

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

## 14 Termination; Suspension

14.1 **Termination.** The State or Commissioner of Administration may unilaterally terminate this agreement at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 **Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 **Termination for Insufficient Funding.** The State may immediately terminate this agreement if:

14.3.1 It does not obtain funding from the Minnesota Legislature; or

14.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 **Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

## 15 Data Disclosure

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

- 16 **Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee’s contract award on this Project. For a list of disqualified or debarred vendors, see [www.mmd.admin.state.mn.us/debarredreport.asp](http://www.mmd.admin.state.mn.us/debarredreport.asp).
- 17 **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
- 18 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee’s consultants and contractors are not intended to be third party beneficiaries of this Agreement.
- 19 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee’s compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.
- 20 **Additional Provisions**  
Notwithstanding section 2.4 of this agreement, if and/or when the state-funded equipment purchased under this agreement is sold or traded in, Grantee must notify State’s Authorized Representative and State will be entitled to recapture its share of the sale proceeds. State’s share of the proceeds will be equivalent to the percentage of State’s participation in the purchase of the equipment.

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

**STATE ENCUMBRANCE VERIFICATION**

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

SWIFT Contract/PO No(s). \_\_\_\_\_

**GRANTEE**

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION  
CONTRACT MANAGEMENT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**GREEN**

MINNESOTA DEPARTMENT OF TRANSPORTATION  
 OFFICE OF AERONAUTICS  
 222 EAST PLATO BOULEVARD  
 ST. PAUL, MINNESOTA 55107-1618  
 TELEPHONE NUMBER: (651) 234-7200

Airport Name

State Project No.

Federal Project No.

Mn/DOT Agreement No.

**CREDIT APPLICATION**

TO THE DIRECTOR, OFFICE OF AERONAUTICS:

Itemized statement of cash expenditures for which credit is claimed:

For period beginning [ ] 20[ ]; ending [ ] 20[ ].

Warrant Number	Date Issued	Name or Description	Unit	Rate	Total Time or Quantity	Amount
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
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						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
<b>Total Expenditures</b>						\$0.00

\*FINAL  PARTIAL (CHOOSE ONE)

NOTE: PLEASE SEPARATE ENGINEERING COSTS FROM OTHER COSTS.

Municipality

By

Title

[ ]  
 [ ]  
 [ ]

\*FOR ALL ITEMS INCLUDED IN THIS AGREEMENT

STATE OF Minnesota

COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
Signature

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:\_\_\_\_\_

**RESOLUTION**

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

It is resolved by the City of Worthington as follows:

1. That the state of Minnesota Agreement No. 1056470,  
"Grant Agreement for Airport Improvement Excluding Land Acquisition," for  
State Project No. A5301-90 at the Worthington Municipal Airport is accepted.
2. That the \_\_\_\_\_ and \_\_\_\_\_ are  
(Title) (Title)  
authorized to execute this Agreement and any amendments on behalf of the  
City of Worthington.

**CERTIFICATION**

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
(Name of the Recipient)

at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
as shown by the minutes of the meeting in my possession.

Signature: \_\_\_\_\_  
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**ENGINEERING MEMO****DATE: MARCH 25, 2024****TO: MAYOR AND CITY COUNCIL****SUBJECT: ITEMS REQUIRING COUNCIL ACTION OR REVIEW****AGENDA CASE ITEMS****1. PUBLIC HEARING ON EAST NINTH AVENUE SANITARY SEWER CONSTRUCTION**

Travis Winter from Bolton & Menk, Inc., will give a presentation during the public hearing.

[PRESENTATION]

Construction plan and specification was approved at the February 26th 2024 council meeting.

No council action is required.

**2. AWARD THE CONTRACT FOR SECOND AVENUE STREET RECONSTRUCTION**

Bids were opened on Wednesday, March 13, 2024, at 2:00 p.m. for Second Avenue street reconstruction from Twelfth Street to Thirteenth Street. The bid results will be available to the public after the council awards the contract to the lowest responsible bidder. The lowest bid was received from Henning Construction in the amount of \$326,894.25.

Staff recommends the council award the contract to the lowest responsible bidder.

**3. AWARD THE CONTRACT FOR CHURCH AVENUE PAVEMENT RECONSTRUCTION**

Bids were opened on Wednesday, March 13, 2024, at 2:00 p.m. for Church Avenue pavement reconstruction from Oxford Street to Clary Street. The bid results will be available to the public after the council awards the contract to the lowest responsible bidder. The lowest bid was received from Duininck, Inc. in the amount of \$371,421.00.

Staff recommends the council award the contract to the lowest responsible bidder.

**COMMUNITY DEVELOPMENT MEMO****DATE: March 21, 2024****TO: HONORABLE MAYOR AND CITY COUNCIL****SUBJECT: ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW****1. TEXT AMENDMENT – CITY CODE CHAPTER 155, SECTION 52 AND APPENDIX B: TABLE 2**

The City of Worthington is considering a text amendment to City Code Chapter 155, Section 42 and Chapter 155 Appendix B: Table 2. The proposed changes would require few parking stalls for “retail” and “other commercial” uses. It would also alter cooperative parking allowances and make other minor edits to City Code.

At its March 12, 2024 meeting, the City Planning Commission held a public hearing and voted unanimously to recommend approval of the proposed text amendment. Their recommendation was based on the following:

1. In an effort to encourage development within the City, and to better align our minimum parking requirements with the actual needs of businesses, Staff brought forth the idea of revising them. After a few months of discussion, Planning Commission directed the City to move forward with the changes.
2. At its last meeting, the City Planning Commission reviewed a draft of a text amendment to alter the parking requirements for “retail” uses, “other commercial” uses, and the cooperative parking facilities. After a positive review, it was forwarded to City Council, who supported it and directed staff to schedule a public hearing.
3. The proposed text is as follows:

**§155.042****(A) Requirements.**

(1) All parking and loading space needs generated by development shall be accommodated off-street. Such spaces shall not be less in number than the parking and loading space requirements of Table 2 (See [Appendix B](#) following this chapter), except as provided in division (ML). ~~below of this section.~~



(E) *Collective usage.*

(1) *Mixed occupancies.* In the cases of two or more uses in the same building, the total requirements for off-street parking facilities shall be the sum of the requirements for the several uses computed separately. Off-street parking facilities for one use shall not be considered as providing required parking facilities for any other use, except as herein after specified in division (E)(3) below, for joint use.

(2) *Cooperative parking facility.* Up to 15% reduction in the number of required parking spaces for ~~three~~ four or more separate uses; ~~10% for three separate uses~~; and ~~10~~ 5% for two separate uses may be authorized by the Administrator following approval of a plan which provides for a collective parking

facility of ~~no less than 20,000 square feet~~, serving two or more buildings or uses developed through voluntary cooperation or under any parking district which may hereafter be provided by law.

**Appendix B: Table 2:**

Use Classification	Number of Parking Spaces Required Per Unit of Measurement		Number of Loading Spaces Required Per Unit of Floor Area	
	Number	Unit	Number	Floor Area
<b>Residential</b>				
Dwelling, 1 & 2 family (including mobile home)	1.0	existing dwelling unit	-	-
	2.0	new dwelling unit	-	-
Dwelling, multi-family	1.5	dwelling unit	1.0	if over 20,000 sq. ft.
Dwelling, multi-family which is specifically designed for and exclusively occupied by persons 60 years of age or older	1.0	dwelling unit, except that at the sole discretion of the Planning Commission it may be reduced to 0.5 spaces per dwelling unit	1.0	if over 20,000 sq. ft.
Guest, Boarding or Lodging House	1.0	dwelling or lodging unit	-	-
Fraternity/Sorority House or Dormitory	1.0	2 occupants	1.0	if over 10,000 sq. ft.
Motel or Hotel	1.0	sleeping unit	1.0	5,001 - 50,000 sq. ft.
			2.0	if over 50,000 sq. ft.
<b>Educational, Cultural and Institutional</b>				
Auditorium, Church, Temple, or other place of assembly	1.0	4 seats	1.0 2.0	5,001 - 50,000 sq. ft. if over 50,000 sq. ft.
Public Library, Art Gallery, Museum, etc.	1.0	300 sq. ft. floor area		
Elementary School, Nursery School, and Day Care Center	1.0	employee		
Junior and Senior High School and College	1.0	employee		
	1.0	5 students or		
	1.0	5 seats in auditorium, whichever is greater <sup>A</sup>		
Convalescence or Nursing Home	1.0	3 beds		

Hospital	1.5	bed		
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Use Classification	Number of Parking Spaces Required Per Unit of Measurement		Number of Loading Spaces Required Per Unit of Floor Area	
	Number	Unit	Number	Floor Area
<b>Bowling Alley</b>	5.0	bowling lane	1.0 2.0	5,001 - 100,000 sq. ft. if over 100,000 sq. ft.
<b>Funeral Home</b>	1.0	4 seats		
<b>Office, Bank or Public Administration</b>	1.0	300 sq. ft. floor area		
<b>Service Garage</b>	3.0	service bay	-	-
<b>Car Wash (self-service)</b>	2.0	service bay		
<b>Car Wash (not self-service)</b>	1.0	employee		
<b>Drive-In or Roadside Services</b>	1.0 1.0 3.0	20 sq. ft. floor area, or 4 seats, or employee on largest shift, whichever is greater <sup>*A</sup>		
<b>Automobile or Machinery Sales</b>	1.0	500 sq. ft. floor area	1.0 2.0 3.0 4.0	5,001 - 10,000 sq. ft. 10,001 - 20,000 sq. ft. 20,001 - 40,000 sq. ft. 40,001 - 70,000 sq. ft. plus 1 per 50,000 sq. ft. over 70,000
<b>Clinics or Service Establishments</b>	1.0	200 sq. ft. floor area		
<b>Furniture or Appliance Store</b>	1.0	600 sq. ft. floor area		
<b>Restaurants, Night Clubs and Clubs</b>	1.0	4 seats		
<b>Retail Stores</b>	1.0	400-200 sq. ft. floor area <sup>B</sup>		
<b>Theater</b>	1.0	4 seats		
<b>All other commercial</b>	1.0	400-300 sq. ft. floor area <sup>B</sup>		
<b>Warehouse, Storage, Motor Freight Terminal, Industrial, or Utilities</b>	1.0 1.05	2,000 sq. ft. floor area, or employee on largest shift, whichever is greater <sup>*A</sup>	1.0 2.0 3.0	0 - 20,000 sq. ft. 20,001 - 40,000 sq. ft. 40,001 - 70,000 sq. ft. plus 1 per 50,000 sq. ft. over 70,000 sq. ft.

<sup>A\*</sup>In the event that the lesser standard will provide sufficient off-street parking to accommodate demand generated by development, a property owner may comply with the lesser standard in accordance with the following conditions:

- (1) The parking plan shall show, and the property owner shall preserve, areas to be set aside and reserved for the installation of parking sufficient to accommodate, if necessary, the greater standard at some future time; and
- (2) In the event that, due to changes in use or intensity of use, the lesser standard becomes insufficient to accommodate parking demand generated by a particular use, then the property owner shall install sufficient parking within one year of such notice being given by the Administrator. In such cases, the number of stalls required for sufficient parking shall be determined by the Administrator, but shall in no event be less than the lesser standard or more than the greater standard.

<sup>B</sup> The Administrator reserves the right to determine whether the proposed use will have adequate parking under this requirement. The Administrator may require additional information or a parking generation study be prepared by a qualified professional to aid in this determination. In the event the minimum requirements are found to be insufficient, the Administrator may require additional parking spaces be provided or may request a determination be made by the Planning Commission.

Should Council concur with the findings of the Planning Commission, it may approve a first reading of the proposed ordinance shown in **Exhibit 1**.

## 2. TEXT AMENDMENT – CITY CODE CHAPTER 155, APPENDIX E: TABLE 5

The Worthington Karen Baptist Church is seeking a text amendment to City Code Chapter 155 Appendix E: Table 5 to allow for a cemetery on a property zoned ‘B-3’ General Business District. The proposed change would permit cemeteries by conditional use only in the ‘B-3’ General Business District. If approved, the applicant would be able to request a conditional use permit for a cemetery on property they own.

At its March 12, 2024 meeting, the City Planning Commission held a public hearing and voted unanimously to recommend approval of the proposed text amendment. Their recommendation was based on the following:

1. Worthington City Code Chapter 155, Appendix E: Table 5 specifies what types of land use are permitted in each zoning district. Presently, cemeteries are permitted only in areas zoned ‘TZ’ Transition Zone and permitted with issuance of a conditional use permit in zones ‘R-2’, ‘R-4’, ‘R-7’, and ‘M-1’. Cemeteries are prohibited in all other zoning districts.
2. The Worthington Karen Baptist Church is seeking to eventually establish a cemetery on property they currently own that is zoned ‘B-3’ General Business District. They have applied for a text amendment that would allow cemeteries on ‘B-3’ zoned properties. City Staff has worked with the Church to alter the request to allow cemeteries to be permitted by conditional use only in the ‘B-3’ zoning district.

The request under consideration is only for a text amendment to City Code. Approval of the text amendment does not constitute approval of a cemetery and the Church will need to later apply for a conditional use permit. At this time, consideration should be limited only to the merits of the text amendment request. The specific site and cemetery request will be considered upon application for a conditional use permit.

3. The majority of commercial properties in Worthington are zoned ‘B-3’ General Business District. Most of these areas would not be suitable for the establishment of a cemetery. By requiring a conditional use permit, it would allow the City to conduct a site-specific review of any request for a cemetery of a property zoned ‘B-3’ General Business District. The City would have the right to deny any request where the use is not suitable for the site, does not align with future land use goals, is not compatible with the surrounding uses, etc.

4. The proposed text amendment is as follows:

RESIDENTIAL USE GROUPS	RESIDENTIAL								BUSINESS				INDUSTRIAL		OTHER			
	R-1	R-2	R-3	R-4	R-5	R-6	R-7	R-8	B-1	B-2	B-3	B-4	M-1	M-2	I	S	TZ	L
Y. Cemetery	—	S C	—	S C	—	—	S C	—	—	—	C	—	S C	—	S C	—	P	—

Should Council concur with the findings of the Planning Commission, it may approve the proposed ordinance shown in **Exhibit 2**. Since this request was initiated by application of the Church, it requires only one reading to pass.

**ORDINANCE NO. \_\_\_\_\_**

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

**The City Council of the City of Worthington, Do Ordain:**

Text being deleted is struck out, new text is shown in red.

**Section I.**

The Worthington City Code, Title XV, Section 42 shall be amended to read as follows:

(A) *Requirements.*

(1) All parking and loading space needs generated by development shall be accommodated off-street. Such spaces shall not be less in number than the parking and loading space requirements of Table 2 (See [Appendix B](#) following this chapter), except as provided in division (ML). ~~below of this section.~~

(E) *Collective usage.*

(1) *Mixed occupancies.* In the cases of two or more uses in the same building, the total requirements for off-street parking facilities shall be the sum of the requirements for the several uses computed separately. Off-street parking facilities for one use shall not be considered as providing required parking facilities for any other use, except as herein after specified in division (E)(3) below, for joint use.

(2) *Cooperative parking facility.* Up to 15% reduction in the number of required parking spaces for ~~three~~ **four** or more separate uses; ~~10% for three separate uses;~~ and ~~10~~ **5**% for two separate uses may be authorized by the Administrator following approval of a plan which provides for a collective parking

facility of ~~no less than 20,000 square feet,~~ serving two or more buildings or uses developed through voluntary cooperation or under any parking district which may hereafter be provided by law.

**Section II.**

The Worthington City Code, Title XV, Appendix B: Table 2 shall be amended to read as follows:

<b>Use Classification</b>	<b>Number of Parking Spaces Required Per Unit of Measurement</b>		<b>Number of Loading Spaces Required Per Unit of Floor Area</b>	
	<b>Number</b>	<b>Unit</b>	<b>Number</b>	<b>Floor Area</b>
<b>Residential</b>				
Dwelling, 1 & 2 family (including mobile home)	1.0	existing dwelling unit	-	-
	2.0	new dwelling unit	-	-

Dwelling, multi-family	1.5	dwelling unit	1.0	if over 20,000 sq. ft.
Dwelling, multi-family which is specifically designed for and exclusively occupied by persons 60 years of age or older	1.0	dwelling unit, except that at the sole discretion of the Planning Commission it may be reduced to 0.5 spaces per dwelling unit	1.0	if over 20,000 sq. ft.
Guest, Boarding or Lodging House	1.0	dwelling or lodging unit	-	-
Fraternity/Sorority House or Dormitory	1.0	2 occupants	1.0	if over 10,000 sq. ft.
Motel or Hotel	1.0	sleeping unit	1.0 2.0	5,001 - 50,000 sq. ft. if over 50,000 sq. ft.

**Educational, Cultural and Institutional**

Auditorium, Church, Temple, or other place of assembly	1.0	4 seats	1.0 2.0	5,001 - 50,000 sq. ft. if over 50,000 sq. ft.
Public Library, Art Gallery, Museum, etc.	1.0	300 sq. ft. floor area		
Elementary School, Nursery School, and Day Care Center	1.0	employee		
Junior and Senior High School and College	1.0 plus 1.0 1.0	employee 5 students or 5 seats in auditorium, whichever is greater <sup>±A</sup>		
Convalescence or Nursing Home	1.0	3 beds		
Hospital	1.5	bed		

Use Classification	Number of Parking Spaces Required Per Unit of Measurement		Number of Loading Spaces Required Per Unit of Floor Area	
	Number	Unit	Number	Floor Area
<b>Bowling Alley</b>	5.0	bowling lane	1.0 2.0	5,001 - 100,000 sq. ft. if over 100,000 sq. ft.
<b>Funeral Home</b>	1.0	4 seats		
<b>Office, Bank or Public Administration</b>	1.0	300 sq. ft. floor area		
<b>Service Garage</b>	3.0	service bay	-	-
<b>Car Wash (self-service)</b>	2.0	service bay		
<b>Car Wash (not self-service)</b>	1.0	employee		
<b>Drive-In or Roadside Services</b>	1.0 1.0 3.0	20 sq. ft. floor area, or 4 seats, or employee on largest shift, whichever is greater <sup>±A</sup>		
<b>Automobile or Machinery Sales</b>	1.0	500 sq. ft. floor area	1.0 2.0 3.0 4.0	5,001 - 10,000 sq. ft. 10,001 - 20,000 sq. ft. 20,001 - 40,000 sq. ft. 40,001 - 70,000 sq. ft. plus 1 per 50,000 sq. ft. over 70,000
<b>Clinics or Service Establishments</b>	1.0	200 sq. ft. floor area		
<b>Furniture or Appliance Store</b>	1.0	600 sq. ft. floor area		
<b>Restaurants, Night Clubs and Clubs</b>	1.0	4 seats		
<b>Retail Stores</b>	1.0	400-200 sq. ft. floor area <sup>B</sup>		
<b>Theater</b>	1.0	4 seats		
<b>All other commercial</b>	1.0	400-300 sq. ft. floor area <sup>B</sup>		

<b>Warehouse, Storage, Motor Freight Terminal, Industrial, or Utilities</b>	1.0	2,000 sq. ft. floor area, or employee on largest shift, whichever is greater <sup>*A</sup>	1.0	0 - 20,000 sq. ft.
	1.05		2.0	20,001 - 40,000 sq. ft.
			3.0	40,001 - 70,000 sq. ft. plus 1 per 50,000 sq. ft. over 70,000 sq. ft.

<sup>A\*</sup>In the event that the lesser standard will provide sufficient off-street parking to accommodate demand generated by development, a property owner may comply with the lesser standard in accordance with the following conditions:

(1) The parking plan shall show, and the property owner shall preserve, areas to be set aside and reserved for the installation of parking sufficient to accommodate, if necessary, the greater standard at some future time; and

(2) In the event that, due to changes in use or intensity of use, the lesser standard becomes insufficient to accommodate parking demand generated by a particular use, then the property owner shall install sufficient parking within one year of such notice being given by the Administrator. In such cases, the number of stalls required for sufficient parking shall be determined by the Administrator, but shall in no event be less than the lesser standard or more than the greater standard.

<sup>B</sup> The Administrator reserves the right to determine whether the proposed use will have adequate parking under this requirement. The Administrator may require additional information or a parking generation study be prepared by a qualified professional to aid in this determination. In the event the minimum requirements are found to be insufficient, the Administrator may require additional parking spaces be provided or may request a determination be made by the Planning Commission.

### Section III.

The City Clerk is hereby directed to file a certified copy of this ordinance in the office of the Recorder in and for the County of Nobles, State of Minnesota

### Section IV.

Passed and adopted by the City Council of the City of Worthington, Minnesota, this \_\_\_\_ day of April, 2024.

(SEAL)

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

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

ORDINANCE NO. \_\_\_\_\_

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

The City Council of the City of Worthington, Do Ordain:

Text being deleted is struck out, new text is shown in red.

**Section I.**

The Worthington City Code, Title XV, Appendix E: Table 5, Letter Y. shall be amended to read as follows:

RESIDENTIAL USE GROUPS	RESIDENTIAL								BUSINESS				INDUSTRIAL		OTHER			
	R-1	R-2	R-3	R-4	R-5	R-6	R-7	R-8	B-1	B-2	B-3	B-4	M-1	M-2	I	S	TZ	L
Y. Cemetery	—	<del>S</del> €	—	<del>S</del> C	—	—	<del>S</del> C	—	—	—	C	—	<del>S</del> C	—	<del>S</del> C	—	P	—

**Section II.**

The City Clerk is hereby directed to file a certified copy of this ordinance in the office of the Recorder in and for the County of Nobles, State of Minnesota

**Section III.**

Passed and adopted by the City Council of the City of Worthington, Minnesota, this \_\_\_\_ day of April, 2024.

(SEAL)

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

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



VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
AMERITAS	3/15/24	DENTAL INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	369.67
	3/15/24	DENTAL INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	508.99
	3/15/24	VISION INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	45.67
	3/15/24	VISION INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	45.04
	3/15/24	DENTAL INSURANCE	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	18.18
	3/15/24	DENTAL INSURANCE	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	18.18
	3/15/24	VISION INSURANCE	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	3.68
	3/15/24	VISION INSURANCE	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	3.68
	3/15/24	DENTAL INSURANCE	RECREATION	NON-DEPARTMENTAL	18.18
	3/15/24	DENTAL INSURANCE	RECREATION	NON-DEPARTMENTAL	18.18
	3/15/24	VISION INSURANCE	RECREATION	NON-DEPARTMENTAL	3.68
	3/15/24	VISION INSURANCE	RECREATION	NON-DEPARTMENTAL	3.68
	3/15/24	DENTAL INSURANCE	IMPROVEMENT CONST	NON-DEPARTMENTAL	6.01
	3/15/24	VISION INSURANCE	IMPROVEMENT CONST	NON-DEPARTMENTAL	2.65
	3/15/24	VISION INSURANCE	IMPROVEMENT CONST	NON-DEPARTMENTAL	3.55
	3/15/24	DENTAL INSURANCE	WATER	NON-DEPARTMENTAL	80.23
	3/15/24	DENTAL INSURANCE	WATER	NON-DEPARTMENTAL	79.30
	3/15/24	VISION INSURANCE	WATER	NON-DEPARTMENTAL	4.05
	3/15/24	VISION INSURANCE	WATER	NON-DEPARTMENTAL	3.95
	3/15/24	DENTAL INSURANCE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	47.17
	3/15/24	DENTAL INSURANCE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	47.17
	3/15/24	VISION INSURANCE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	6.70
	3/15/24	VISION INSURANCE	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	6.70
	3/15/24	DENTAL INSURANCE	ELECTRIC	NON-DEPARTMENTAL	109.63
	3/15/24	DENTAL INSURANCE	ELECTRIC	NON-DEPARTMENTAL	109.63
	3/15/24	VISION INSURANCE	STORM WATER MANAGE	NON-DEPARTMENTAL	0.17
	3/15/24	DENTAL INSURANCE	LIQUOR	NON-DEPARTMENTAL	102.94
	3/15/24	DENTAL INSURANCE	LIQUOR	NON-DEPARTMENTAL	102.94
	3/15/24	VISION INSURANCE	LIQUOR	NON-DEPARTMENTAL	7.36
	3/15/24	VISION INSURANCE	LIQUOR	NON-DEPARTMENTAL	7.36
	3/15/24	DENTAL INSURANCE	DATA PROCESSING	NON-DEPARTMENTAL	90.33
	3/15/24	DENTAL INSURANCE	DATA PROCESSING	NON-DEPARTMENTAL	<u>91.11</u>
			TOTAL:		1,965.76
ANDERSON ALIGNMENT	3/15/24	#401 BRAKE LABOR	GENERAL FUND	PAVED STREETS	25.28
	3/15/24	#401 BRAKE LABOR	GENERAL FUND	PAVED STREETS	388.05
	3/15/24	#407 MN DOT INSPECTION	GENERAL FUND	PAVED STREETS	12.87
	3/15/24	#407 MN DOT INSPECTION	GENERAL FUND	PAVED STREETS	119.25
	3/15/24	#408 OIL CHANGE SERVICE CA	STORM WATER MANAGE	STREET CLEANING	845.72
	3/15/24	#408 OIL CHANGE SERVICE CA	STORM WATER MANAGE	STREET CLEANING	1,145.60
	3/15/24	#408 OIL CHANGE SERVICE CA	STORM WATER MANAGE	STREET CLEANING	<u>408.25</u>
			TOTAL:		2,945.02
ARAMARK	3/15/24	4 WEEK TOWEL DELIVERY SERV	MUNICIPAL WASTEWAT	O-PURIFY MISC	<u>51.46</u>
			TOTAL:		51.46
ARNIE'S SHARPENING SERVICE	3/15/24	BLADE SHARPENING	RECREATION	ICE ARENA	<u>95.00</u>
			TOTAL:		95.00
ARNOLD MOTOR SUPPLY LLP	3/15/24	BATTERY ITEMS	ELECTRIC	O-DISTR UNDERGRND LINE	12.57
	3/15/24	POLISH	ELECTRIC	O-DISTR UNDERGRND LINE	15.59
	3/15/24	WINDSHIELD FLUID	ELECTRIC	O-DISTR UNDERGRND LINE	4.12
	3/15/24	PAINT SUPPLIES STREET LIGH	ELECTRIC	M-DISTR ST LITE & SIG	127.30
	3/15/24	PAINT SUPPLIES STREET LIGH	ELECTRIC	M-DISTR ST LITE & SIG	<u>4.20</u>
			TOTAL:		163.78

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
BILLION AUTOMOTIVE	3/15/24	UNIT #300 WATER PUMP	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	1,014.72
	3/15/24	UNIT #300 WATER PUMP	MUNICIPAL WASTEWAT	M-SOURCE MAINS & LIFTS	<u>477.00</u>
				TOTAL:	1,491.72
BOLTON & MENK INC	3/15/24	GIS SUPPORT	WATER	O-DISTR MISC	402.00
	3/15/24	CHLORIDE REDUCTION PROJECT	MUNICIPAL WASTEWAT	O-PURIFY MISC	186.00
	3/15/24	WWTF FACILITY IMPROVEMENTS	MUNICIPAL WASTEWAT	FA PURIFY STRUCTURES	20,889.00
	3/15/24	GIS SUPPORT	ELECTRIC	O-DISTR MISC	<u>402.00</u>
			TOTAL:	21,879.00	
BORDER STATES ELECTRIC SUPPLY	3/15/24	STREET LIGHT BAR	ELECTRIC	FA DISTR ST LITE & SIG	<u>617.00</u>
				TOTAL:	617.00
C & B OPERATIONS LLC	3/15/24	AIR FILTER	ELECTRIC	O-DISTR SUPER & ENG	<u>56.77</u>
				TOTAL:	56.77
CILENGI, MARILYN	3/15/24	AGGREGATE TESTING CERTIFIC	GENERAL FUND	ENGINEERING ADMIN	<u>561.12</u>
				TOTAL:	561.12
CNH INDUSTRIAL ACCOUNTS	3/15/24	CASE TRACTOR	RECREATION	PARK AREAS	219.15
	3/15/24	CASE TRACTOR	RECREATION	PARK AREAS	106.40
	3/15/24	PAINT SUPPLIES STREET LIGH	RECREATION	PARK AREAS	<u>1,235.44</u>
				TOTAL:	1,560.99
COOPERATIVE ENERGY CO- ACCT # 5910807	3/15/24	FUEL	GENERAL FUND	PAVED STREETS	35.67
	3/15/24	FLEET 55 DRUM	GENERAL FUND	PAVED STREETS	652.85
	3/15/24	#419 SUPER LUBE	GENERAL FUND	PAVED STREETS	151.50
	3/15/24	COOPERATIVE ENERGY CO- ACC	RECREATION	BALLFIELD MAINTENANCE	56.01
	3/15/24	SUPER LUBE MOWERS	RECREATION	PARK AREAS	90.60
	3/15/24	FUEL	ELECTRIC	O-DISTR UNDERGRND LINE	10.96
	3/15/24	#413 SUPER LUBE	STORM WATER MANAGE	STREET CLEANING	<u>75.75</u>
			TOTAL:	1,073.34	
CORE ELECTRIC	3/15/24	ELECTRICAL WORK ARENA	RECREATION	ICE ARENA	<u>402.55</u>
				TOTAL:	402.55
DAN WAGNER CONSTRUCTION	3/15/24	OVERPAID SPECIAL ASSESSMEN	GENERAL FUND	NON-DEPARTMENTAL	<u>547.38</u>
				TOTAL:	547.38
EAGLES LODGE	3/15/24	2023 LAWFUL GAMBLING REFUN	GENERAL FUND	NON-DEPARTMENTAL	<u>551.74</u>
				TOTAL:	551.74
ECHO GROUP INC	3/15/24	THHN 12 CU WIRE	ELECTRIC	M-DISTR ST LITE & SIG	<u>91.22</u>
				TOTAL:	91.22
ELKS LODGE	3/15/24	2023 LAWFUL GAMBLING REFUN	GENERAL FUND	NON-DEPARTMENTAL	<u>731.07</u>
				TOTAL:	731.07
FEIT KIRK	3/15/24	MRWA TECH CONFERENCE	WATER	O-DISTR MISC	<u>998.69</u>
				TOTAL:	998.69
FLAGSHIP RECREATION LLC	3/15/24	HOGANS PLAYGROUN	RECREATION	PARK AREAS	<u>1,272.02</u>
				TOTAL:	1,272.02
FRONTIER COMMUNICATION SERVICES	3/15/24	PHONE SERVICE	WATER	O-PUMPING	49.86
	3/15/24	PHONE SERVICE	WATER	O-PURIFY MISC	66.78

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	3/15/24	PHONE SERVICE	WATER	O-PURIFY MISC	40.27
	3/15/24	PHONE SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	66.78
	3/15/24	PHONE SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	57.21
	3/15/24	PHONE SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	66.78
	3/15/24	PHONE SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	66.78
	3/15/24	PHONE SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	40.27
	3/15/24	PHONE SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	50.87
	3/15/24	PHONE SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	66.78
	3/15/24	PHONE SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	66.78
	3/15/24	PHONE SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	64.41
	3/15/24	PHONE SERVICE	MUNICIPAL WASTEWAT	O-PURIFY SUPERVISION	41.86
	3/15/24	PHONE SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	64.70
	3/15/24	PHONE SERVICE	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	41.86
	3/15/24	PHONE SERVICE	ELECTRIC	O-SOURCE MISC	77.45
	3/15/24	PHONE SERVICE	ELECTRIC	O-DISTR STATION EXPENS	129.51
	3/15/24	PHONE SERVICE	ELECTRIC	ACCTS-RECORDS & COLLEC	<u>25.58</u>
				TOTAL:	1,084.53
GRIMMIUS NATHAN	3/15/24	LUNCH BODY CAM AUDIT	GENERAL FUND	POLICE ADMINISTRATION	<u>11.53</u>
				TOTAL:	11.53
H.M. CRAGG CO	3/15/24	BATTERIES FOR SUB 2	ELECTRIC	FA DISTR STATION EQUIP	<u>8,258.27</u>
				TOTAL:	8,258.27
HAWKINS INC	3/15/24	1495LB CHLORINE & CHEMICAL	WATER	O-PURIFY	1,499.05
	3/15/24	DEMURRAGE CHLORINE CYLINDE	MUNICIPAL WASTEWAT	O-PURIFY MISC	<u>20.00</u>
				TOTAL:	1,519.05
IDEXX DISTRIBUTION CORP	3/15/24	GAMMA IRAD COLILERT	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	<u>842.58</u>
				TOTAL:	842.58
INIL UNION LOCAL #49	3/15/24	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	113.73
	3/15/24	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	114.62
	3/15/24	UNION DUES	RECREATION	NON-DEPARTMENTAL	70.94
	3/15/24	UNION DUES	RECREATION	NON-DEPARTMENTAL	78.86
	3/15/24	UNION DUES	IMPROVEMENT CONST	NON-DEPARTMENTAL	4.49
	3/15/24	UNION DUES	IMPROVEMENT CONST	NON-DEPARTMENTAL	7.99
	3/15/24	UNION DUES	WATER	NON-DEPARTMENTAL	97.89
	3/15/24	UNION DUES	WATER	NON-DEPARTMENTAL	98.00
	3/15/24	UNION DUES	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	121.89
	3/15/24	UNION DUES	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	122.28
	3/15/24	UNION DUES	STORM WATER MANAGE	NON-DEPARTMENTAL	28.56
	3/15/24	UNION DUES	STORM WATER MANAGE	NON-DEPARTMENTAL	<u>15.75</u>
				TOTAL:	875.00
ITEN JOSHUA	3/15/24	MRWA TECH CONFERENCE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	<u>424.24</u>
				TOTAL:	424.24
JEBENA ETHIOPIAN CUISINE	3/15/24	CATERING CROSS CULTURAL AD	GENERAL FUND	ADMINISTRATION	<u>474.75</u>
				TOTAL:	474.75
LAKE OKABENA IMPROVEMENT ASSOCIATION	3/15/24	LAKE OKABENA IMPROVEMENT A	RECREATION	PARK AREAS	<u>88,750.00</u>
				TOTAL:	88,750.00
LAW ENF LABOR SERV INC #4	3/15/24	UNION DUES LICENSED	GENERAL FUND	NON-DEPARTMENTAL	564.00
	3/15/24	UNION DUES LICENSED	GENERAL FUND	NON-DEPARTMENTAL	634.50

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	3/15/24	UNION DUES NON-LICENSED	GENERAL FUND	NON-DEPARTMENTAL	155.40
	3/15/24	UNION DUES NON-LICENSED	GENERAL FUND	NON-DEPARTMENTAL	<u>155.40</u>
				TOTAL:	1,509.30
LAW ENFORCEMENT LABOR SERVICES INC #27	3/15/24	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	<u>344.16</u>
				TOTAL:	344.16
METERING & TECHNOLOGY SOLUTIONS	3/15/24	1" METERS AND REGISTER HEA	WATER	FA DISTR METERS	<u>590.48</u>
				TOTAL:	590.48
MIDWEST ALARM COMPANY INC	3/15/24	HOCKEY FIRE ALARM	RECREATION	ICE ARENA	119.85
	3/15/24	FIRE ALARM MONITORING	RECREATION	THEATER	142.40
	3/15/24	AIRPORT HANGER ALARM SYSTE	AIRPORT	O-GEN MISC	<u>130.64</u>
				TOTAL:	392.89
MINNESOTA BENEFIT ASSOCIATION	3/15/24	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	40.85
	3/15/24	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	22.50
	3/15/24	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	59.80
	3/15/24	MN BENEFITS	GENERAL FUND	NON-DEPARTMENTAL	56.44
	3/15/24	INSURANCE	GENERAL FUND	PAVED STREETS	39.89
	3/15/24	INSURANCE	GENERAL FUND	PUBLIC WORK SHOP	70.10
	3/15/24	INSURANCE	GENERAL FUND	ICE AND SNOW REMOVAL	27.79
	3/15/24	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	10.57
	3/15/24	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	28.92
	3/15/24	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	0.35
	3/15/24	MN BENEFITS	RECREATION	NON-DEPARTMENTAL	3.80
	3/15/24	INSURANCE	RECREATION	PARK AREAS	20.54
	3/15/24	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	96.92
	3/15/24	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	96.92
	3/15/24	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	9.21
	3/15/24	MN BENEFITS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	9.21
	3/15/24	INSURANCE	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	0.01
	3/15/24	MN BENEFITS	ELECTRIC	NON-DEPARTMENTAL	13.92
	3/15/24	MN BENEFITS	ELECTRIC	NON-DEPARTMENTAL	13.92
	3/15/24	INSURANCE	AIRPORT	O-GEN MISC	35.04
	3/15/24	MN BENEFITS	DATA PROCESSING	NON-DEPARTMENTAL	7.41
	3/15/24	MN BENEFITS	DATA PROCESSING	NON-DEPARTMENTAL	<u>7.32</u>
				TOTAL:	671.43
MINNESOTA CHILD SUPPORT PAYMENT CTR	3/15/24	SUPPORT ORDER	GENERAL FUND	NON-DEPARTMENTAL	<u>139.82</u>
				TOTAL:	139.82
MINNESOTA DEPT OF HEALTH	3/15/24	3RD & 4TH AVE FEE	IMPROVEMENT CONST	3RD & 4TH AVE-9TH TO 1	<u>150.00</u>
				TOTAL:	150.00
MINNESOTA ENERGY RESOURCES CORP	3/15/24	MONTHLY SERVICE	GENERAL FUND	GENERAL GOVT BUILDINGS	810.41
	3/15/24	MONTHLY SERVICE	GENERAL FUND	FIRE ADMINISTRATION	1,995.29
	3/15/24	MONTHLY SERVICE	GENERAL FUND	CENTER FOR ACTIVE LIVI	1,191.27
	3/15/24	MONTHLY SERVICE	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	1,430.00
	3/15/24	MONTHLY SERVICE	RECREATION	FIELD HOUSE	1,076.89
	3/15/24	MONTHLY SERVICE	WATER	O-DISTR MISC	137.48
	3/15/24	MONTHLY SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	137.48
	3/15/24	MONTHLY SERVICE	ELECTRIC	O-DISTR MISC	<u>274.95</u>
				TOTAL:	7,053.77
MISCELLANEOUS V HABICHT, BETH	3/15/24	REIMBURSEMENT FOR SUPPER E	GENERAL FUND	ELECTIONS	42.06

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
BARBER, SCOTT & JANE	3/15/24	MISCELLANEOUS VENDOR	MUNICIPAL WASTEWAT	O-PURIFY MISC	500.00
BARRERA, MARIA	3/15/24	MISCELLANEOUS VENDOR	MUNICIPAL WASTEWAT	O-PURIFY MISC	500.00
HARVEY, JOHN	3/15/24	MISCELLANEOUS VENDOR	MUNICIPAL WASTEWAT	O-PURIFY MISC	500.00
DAY MON	3/15/24	MISCELLANEOUS VENDOR	MUNICIPAL WASTEWAT	O-PURIFY MISC	500.00
JORGENSEN, MARCELLE	3/15/24	MISCELLANEOUS VENDOR	MUNICIPAL WASTEWAT	O-PURIFY MISC	500.00
KRAMER, NIC	3/15/24	WATER SOFTENER REBATE	MUNICIPAL WASTEWAT	O-PURIFY MISC	500.00
LE, KEIT	3/15/24	WATER SOFTENER REBATE	MUNICIPAL WASTEWAT	O-PURIFY MISC	500.00
TATE, DOUG	3/15/24	MISCELLANEOUS VENDOR	MUNICIPAL WASTEWAT	O-PURIFY MISC	500.00
KRAMER, KARA	3/15/24	AIR PURIFER	ELECTRIC	CUSTOMER INSTALL EXPEN	25.00
KRAMER, KARA	3/15/24	LED RECESSED LIGHTS	ELECTRIC	CUSTOMER INSTALL EXPEN	<u>96.00</u>
				TOTAL:	4,163.06
MISSOURI RIVER ENERGY SERVICES	3/15/24	INFRARED INSPECTION & ANAL	ELECTRIC	CUSTOMER INSTALL EXPEN	<u>6,850.75</u>
				TOTAL:	6,850.75
NCPERS GROUP LIFE INS	3/15/24	LIFE INS	GENERAL FUND	NON-DEPARTMENTAL	141.97
	3/15/24	LIFE INS	GENERAL FUND	NON-DEPARTMENTAL	134.20
	3/15/24	LIFE INS	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	8.00
	3/15/24	LIFE INS	MEMORIAL AUDITORIUM	NON-DEPARTMENTAL	8.00
	3/15/24	LIFE INS	RECREATION	NON-DEPARTMENTAL	24.03
	3/15/24	LIFE INS	RECREATION	NON-DEPARTMENTAL	35.25
	3/15/24	LIFE INS	IMPROVEMENT CONST	NON-DEPARTMENTAL	1.85
	3/15/24	LIFE INS	IMPROVEMENT CONST	NON-DEPARTMENTAL	3.35
	3/15/24	LIFE INS	WATER	NON-DEPARTMENTAL	41.32
	3/15/24	LIFE INS	WATER	NON-DEPARTMENTAL	40.77
	3/15/24	LIFE INS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	44.22
	3/15/24	LIFE INS	MUNICIPAL WASTEWAT	NON-DEPARTMENTAL	44.10
	3/15/24	LIFE INS	ELECTRIC	NON-DEPARTMENTAL	37.73
	3/15/24	LIFE INS	ELECTRIC	NON-DEPARTMENTAL	37.73
	3/15/24	BYRNE MARCH FOR APRIL	ELECTRIC	NON-DEPARTMENTAL	16.00
	3/15/24	LIFE INS	STORM WATER MANAGE	NON-DEPARTMENTAL	4.88
	3/15/24	LIFE INS	STORM WATER MANAGE	NON-DEPARTMENTAL	0.80
	3/15/24	LIFE INS	LIQUOR	NON-DEPARTMENTAL	8.00
	3/15/24	LIFE INS	LIQUOR	NON-DEPARTMENTAL	8.00
	3/15/24	LIFE INS	DATA PROCESSING	NON-DEPARTMENTAL	16.00
	3/15/24	LIFE INS	DATA PROCESSING	NON-DEPARTMENTAL	<u>15.80</u>
				TOTAL:	672.00
OFFICE OF MNIT SERVICES	3/15/24	MONTHLY DIRECTORY	DATA PROCESSING	DATA PROCESSING	<u>53.72</u>
				TOTAL:	53.72
PAUSTIS WINE COMPANY	3/15/24	WINE	LIQUOR	NON-DEPARTMENTAL	1,950.00
	3/15/24	LIQUOR	LIQUOR	NON-DEPARTMENTAL	1,424.00
	3/15/24	WINE	LIQUOR	NON-DEPARTMENTAL	104.00-
	3/15/24	FREIGHT	LIQUOR	O-SOURCE MISC	37.50
	3/15/24	FREIGHT	LIQUOR	O-SOURCE MISC	<u>1.50-</u>
				TOTAL:	3,306.00
PITNEY BOWES GLOBAL FINANCIAL SERVICES	3/15/24	MAILING SYSTEM QUARTERLY	WATER	ACCTS-RECORDS & COLLEC	304.96
	3/15/24	MAILING SYSTEM QUARTERLY	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	304.95
	3/15/24	MAILING SYSTEM QUARTERLY	ELECTRIC	ACCTS-RECORDS & COLLEC	<u>609.92</u>
				TOTAL:	1,219.83
PRINS KEVIN	3/15/24	MRWA TECH CONFERENCE	WATER	O-DISTR MISC	<u>1,256.38</u>
				TOTAL:	1,256.38

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
RED BULL DISTRIBUTION COMPANY INC	3/15/24	MIX	LIQUOR	NON-DEPARTMENTAL	<u>271.51</u>
				TOTAL:	271.51
RESCO	3/15/24	TRANSFORMER LOCKS	ELECTRIC	FA DISTR UNDRGRND COND	457.94
	3/15/24	TRANSFORMER LOCKS CASH DIS	ELECTRIC	FA DISTR UNDRGRND COND	0.22-
	3/15/24	STREET LIGHT BAR	ELECTRIC	FA DISTR ST LITE & SIG	358.50
	3/15/24	STREET LIGHT BAR CASH DISC	ELECTRIC	FA DISTR ST LITE & SIG	<u>0.18-</u>
				TOTAL:	816.04
ROOS ERIC	3/15/24	MRWA TECH CONFERENCE	WATER	ADMIN OFFICE SUPPLIES	321.50
	3/15/24	MRWA TECH CONFERENCE	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	<u>321.50</u>
				TOTAL:	643.00
RUNNINGS SUPPLY INC-ACCT#9502440	3/15/24	CURBSTOP TOOLS	WATER	O-DIST UNDERGRND LINES	<u>93.04</u>
				TOTAL:	93.04
SANFORD HEALTH-OCC MED	3/15/24	PRE EMPLOYMENT TESTING	GENERAL FUND	POLICE ADMINISTRATION	159.00
	3/15/24	VACCINATIONS	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	<u>81.00</u>
				TOTAL:	240.00
SCHAAP SANITATION	3/15/24	MONTHLY SERVICE	GENERAL FUND	GENERAL GOVT BUILDINGS	119.66
	3/15/24	MONTHLY SERVICE	GENERAL FUND	CENTER FOR ACTIVE LIVI	44.21
	3/15/24	MONTHLY SERVICE	RECREATION	ICE ARENA	339.95
	3/15/24	MONTHLY SERVICE	RECREATION	10TH STREET PAVILION	182.16
	3/15/24	MONTHLY SERVICE	WATER	O-DISTR MISC	119.40
	3/15/24	MONTHLY SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	343.50
	3/15/24	MONTHLY SERVICE	ELECTRIC	O-DISTR MISC	207.74
	3/15/24	MONTHLY SERVICE	LIQUOR	O-GEN MISC	279.44
	3/15/24	MONTHLY SERVICE	AIRPORT	O-GEN MISC	<u>106.27</u>
				TOTAL:	1,742.33
SCHROEDER BRYANT	3/15/24	DOG SCHOOL	GENERAL FUND	POLICE ADMINISTRATION	284.62
	3/15/24	DOG SCHOOL	GENERAL FUND	POLICE ADMINISTRATION	<u>49.99</u>
				TOTAL:	334.61
SCHWALBACH ACE #6067	3/15/24	SAMPLE SHIPPING	WATER	O-PURIFY MISC	<u>17.42</u>
				TOTAL:	17.42
TRIHDRAL, INC	3/15/24	VTSCADA LICENSE AND FIVE Y	ELECTRIC	FA DISTR STATION EQUIP	<u>35,000.87</u>
				TOTAL:	35,000.87
PRAIRIE VIEW LTD PSHP	3/15/24	WATER SOFTENER REBATE	MUNICIPAL WASTEWAT	O-PURIFY MISC	500.00
	3/15/24	WATER SOFTENER REBATE	MUNICIPAL WASTEWAT	O-PURIFY MISC	<u>500.00</u>
				TOTAL:	1,000.00
WORTHINGTON HOCKEY ASSOC	3/15/24	2023 LAWFUL GAMBLING REFUN	GENERAL FUND	NON-DEPARTMENTAL	<u>1,307.72</u>
				TOTAL:	1,307.72
WORTHINGTON OPTIMIST	3/15/24	2023 LAWFUL GAMBLING REFUN	GENERAL FUND	NON-DEPARTMENTAL	<u>295.00</u>
				TOTAL:	295.00

VENDOR SORT KEY                      DATE    DESCRIPTION                      FUND                      DEPARTMENT                      AMOUNT

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

101	GENERAL FUND	14,346.83
202	MEMORIAL AUDITORIUM	1,489.72
229	RECREATION	94,405.40
401	IMPROVEMENT CONST	179.89
601	WATER	6,342.82
602	MUNICIPAL WASTEWATER	31,441.01
604	ELECTRIC	54,052.37
606	STORM WATER MANAGEMENT	2,525.48
609	LIQUOR	4,093.55
612	AIRPORT	271.95
702	DATA PROCESSING	281.69
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	GRAND TOTAL:	209,430.71
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TOTAL PAGES: 7

PACKET: 05053 PAYROLL 3/15/24 - 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	3/20/2024			002167	7,423.53
E00088		EFTPS	D	3/20/2024			002168	66,081.89
M00512		MEDSURETY LLC	D	3/20/2024			002169	8,231.98
M00512		MEDSURETY LLC	D	3/20/2024			002170	3,218.75
M00309		MINNESOTA STATE RETIREMENT SYSTD		3/20/2024			002171	2,420.00
P00039		PUBLIC EMPLOYEES RETIREMENT ASSD		3/20/2024			002172	57,194.08
S00202		STATE OF MINNESOTA DEPT OF REVED		3/20/2024			002173	13,355.65

* * 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	157,925.88	157,925.88
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
<b>BANK TOTALS:</b>	<b>7</b>	<b>0.00</b>	<b>157,925.88</b>	<b>157,925.88</b>



PACKET: 05053 PAYROLL 3/15/24 - 9

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

BANK: 1 FIRST STATE BANK SOUTHWES

\*\* POSTING PERIOD RECAP \*\*

FUND	PERIOD	AMOUNT
101	3/2024	89,818.56CR
202	3/2024	1,592.11CR
229	3/2024	10,149.92CR
401	3/2024	900.58CR
601	3/2024	11,431.61CR
602	3/2024	13,188.57CR
604	3/2024	20,335.25CR
606	3/2024	1,030.55CR
609	3/2024	4,704.41CR
612	3/2024	571.15CR
702	3/2024	4,203.17CR
=====		
ALL		157,925.88CR

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 05057 MARCH EFT

VENDOR SET: 01

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

BANK : 1 FIRST STATE BANK SOUTHWES

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
F00122	FIRST STATE BANK SOUTHWEST		D	3/21/2024			002174	15,751.14
M00115	MISSOURI RIVER ENERGY SERVICES		D	3/21/2024			002175	1,413,394.62
S00202	STATE OF MINNESOTA DEPT OF REVENUE		D	3/21/2024			002176	116,012.00

\* \* T O T A L S \* \*

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	0.00	1,545,157.76	1,545,157.76
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	3	0.00	1,545,157.76	1,545,157.76

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 05057 MARCH EFT

VENDOR SET: 01

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

BANK : 1 FIRST STATE BANK SOUTHWES

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

FUND	PERIOD	AMOUNT
101	3/2024	6,567.33CR
229	3/2024	2,361.23CR
231	3/2024	131.37CR
601	3/2024	2,595.70CR
602	3/2024	185.12CR
604	3/2024	1,481,262.83CR
609	3/2024	43,484.95CR
612	3/2024	225.00CR
702	3/2024	231.56CR
873	3/2024	8,112.67CR
=====		
ALL		1,545,157.76CR

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
A & B BUSINESS SOLUTIONS	3/22/24	COPIER SERVICE	GENERAL FUND	ENGINEERING ADMIN	104.54
	3/22/24	COPIER SERVICE	GENERAL FUND	ECONOMIC DEVELOPMENT	<u>104.55</u>
				TOTAL:	209.09
ABDO LLP	3/22/24	LATE FEE FOR INVOICE 48254	WATER	GENERAL ADMIN	9.90
	3/22/24	LATE FEE FOR INVOICE 48254	MUNICIPAL WASTEWAT	GENERAL ADMIN	9.90
	3/22/24	LATE FEE FOR INVOICE 48254	ELECTRIC	GENERAL ADMIN	<u>19.80</u>
			TOTAL:	39.60	
ALL TRAFFIC SOLUTIONS INC	3/22/24	SPEED TRAILER ANNUAL SUBSC	GENERAL FUND	POLICE ADMINISTRATION	<u>1,500.00</u>
				TOTAL:	1,500.00
ALPHA MEDIA LLC	3/22/24	ADVERTISEMENTS	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	<u>897.00</u>
				TOTAL:	897.00
AMERICAN BOTTLING COMPANY	3/22/24	MIX	LIQUOR	NON-DEPARTMENTAL	224.01
	3/22/24	MIX	LIQUOR	NON-DEPARTMENTAL	<u>29.00</u>
				TOTAL:	195.01
ANDERSON ALIGNMENT	3/22/24	ANDERSON ALIGNMENT	GENERAL FUND	PAVED STREETS	71.91
	3/22/24	HOT BOX TIRES	GENERAL FUND	PAVED STREETS	572.02
	3/22/24	HOT BOX TIRES	GENERAL FUND	PAVED STREETS	<u>127.80</u>
				TOTAL:	771.73
ARTISAN BEER COMPANY	3/22/24	BEER	LIQUOR	NON-DEPARTMENTAL	358.25
	3/22/24	THC	LIQUOR	NON-DEPARTMENTAL	<u>1,015.25</u>
				TOTAL:	1,373.50
ATLANTIC BOTTLING COMPANY	3/22/24	MIX	LIQUOR	NON-DEPARTMENTAL	<u>468.00</u>
				TOTAL:	468.00
BEACON ATHLETICS LLC	3/22/24	REPLACEMENT HEAVY NET	RECREATION	BALLFIELD MAINTENANCE	<u>343.00</u>
				TOTAL:	343.00
BEVERAGE WHOLESALERS INC	3/22/24	BEER	LIQUOR	NON-DEPARTMENTAL	11,943.27
	3/22/24	BEER	LIQUOR	NON-DEPARTMENTAL	<u>5,872.25</u>
				TOTAL:	17,815.52
BLUEPEAK	3/22/24	PHONE SERVICE	ELECTRIC	O-DISTR STATION EXPENS	<u>51.41</u>
				TOTAL:	51.41
BOLTON & MENK INC	3/22/24	GIS SUPPORT (ELECTRIC)	ELECTRIC	O-DISTR MISC	1,507.50
	3/22/24	INDUST WWTF PLAN	INDUSTRIAL WASTEWA	O-PURIFY MISC	3,155.50
	3/22/24	AIRPORT MASTER LAYOUT	AIRPORT	PROJECT #4	<u>8,300.00</u>
				TOTAL:	12,963.00
BREAKTHRU BEVERAGE MINNESOTA BEER LLC	3/22/24	LIQUOR	LIQUOR	NON-DEPARTMENTAL	2,352.77
	3/22/24	WINE	LIQUOR	NON-DEPARTMENTAL	80.00
	3/22/24	LIQUOR	LIQUOR	NON-DEPARTMENTAL	33.06
	3/22/24	LIQUOR	LIQUOR	NON-DEPARTMENTAL	31.76
	3/22/24	LIQUOR	LIQUOR	NON-DEPARTMENTAL	33.06
	3/22/24	MIX	LIQUOR	NON-DEPARTMENTAL	4.34
	3/22/24	LIQUOR	LIQUOR	NON-DEPARTMENTAL	18.74
	3/22/24	MIX	LIQUOR	NON-DEPARTMENTAL	14.66
	3/22/24	MIX	LIQUOR	NON-DEPARTMENTAL	18.07
	3/22/24	FREIGHT	LIQUOR	O-SOURCE MISC	54.42

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	3/22/24	FREIGHT	LIQUOR	O-SOURCE MISC	1.85
	3/22/24	FREIGHT	LIQUOR	O-SOURCE MISC	0.46-
	3/22/24	FREIGHT	LIQUOR	O-SOURCE MISC	0.31-
	3/22/24	FREIGHT	LIQUOR	O-SOURCE MISC	0.46-
	3/22/24	FREIGHT	LIQUOR	O-SOURCE MISC	0.31-
	3/22/24	FREIGHT	LIQUOR	O-SOURCE MISC	0.31-
	3/22/24	FREIGHT	LIQUOR	O-SOURCE MISC	0.62-
	3/22/24	FREIGHT	LIQUOR	O-SOURCE MISC	<u>0.69-</u>
				TOTAL:	2,332.19
BTU INC	3/22/24	REPAIR HEATER IN SOUTH HAN AIRPORT	AIRPORT	O-GEN MISC	182.50
	3/22/24	REPAIR HEATER IN SOUTH HAN AIRPORT	AIRPORT	O-GEN MISC	<u>29.03</u>
				TOTAL:	211.53
C & B OPERATIONS LLC	3/22/24	TEE FITTING #408	STORM WATER MANAGE	STREET CLEANING	11.18
	3/22/24	#408 WASHER INJECTION	STORM WATER MANAGE	STREET CLEANING	<u>535.12</u>
				TOTAL:	546.30
C&S CHEMICALS INC	3/22/24	4569 GALLONS OF ALUM	MUNICIPAL WASTEWAT	O-PURIFY MISC	<u>6,762.67</u>
				TOTAL:	6,762.67
CEMSTONE CONCRETE MATERIALS LLC	3/22/24	DOCK APPROACHES	GENERAL FUND	LAKE IMPROVEMENT	<u>1,381.50</u>
				TOTAL:	1,381.50
CITIZEN PUBLISHING CO INC	3/22/24	SHOPPER AD	LIQUOR	O-GEN MISC	70.00
	3/22/24	WEDDING EDITION	LIQUOR	O-GEN MISC	371.00
	3/22/24	SEO DIGITAL AD	LIQUOR	O-GEN MISC	<u>15.00</u>
				TOTAL:	456.00
CITY LAUNDERING CO	3/22/24	MOPS AND MATS	LIQUOR	O-GEN MISC	55.77
	3/22/24	MOPS AND MATS	LIQUOR	O-GEN MISC	<u>55.77</u>
				TOTAL:	111.54
CITY OF WORTHINGTON-PETTY CASH	3/22/24	LIQOUR STORE PETTY CASH	LIQUOR	NON-DEPARTMENTAL	<u>950.00</u>
				TOTAL:	950.00
CNA SURETY	3/22/24	BOND POLICY #05343620	ELECTRIC	INJURIES & DAMAGES	<u>100.00</u>
				TOTAL:	100.00
COMPUTER LODGE LLC	3/22/24	ANTI VIRUS	GENERAL FUND	PAVED STREETS	<u>144.00</u>
				TOTAL:	144.00
DACOTAH PAPER CO	3/22/24	DACOTAH PAPER CO	LIQUOR	O-GEN MISC	313.54
	3/22/24	BAGS TISSUE	LIQUOR	O-GEN MISC	<u>544.36</u>
				TOTAL:	857.90
DAKOTA SUPPLY GROUP INC	3/22/24	ROLL PIPE 2" 3" 4"	ELECTRIC	FA DISTR UNDRGRND COND	10,842.00
	3/22/24	ROLL PIPE 5	ELECTRIC	FA DISTR UNDRGRND COND	<u>7,722.00</u>
				TOTAL:	18,564.00
DEPARTMENT OF TRANSPORTATION	3/22/24	HANGER LOAN REPAYMENT	AIRPORT	NON-DEPARTMENTAL	<u>920.00</u>
				TOTAL:	920.00
DEPUTY REGISTER #33	3/22/24	2006 SIL 1GCEK19TX6E128857	GENERAL FUND	POLICE ADMINISTRATION	<u>28.00</u>
				TOTAL:	28.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
DGR ENGINEERING	3/22/24	SUBSTATION #2 BREAKER ADDI	ELECTRIC	FA TRANS MAINS	2,764.00
	3/22/24	SCADA SYSTEM REPLACEMENT	ELECTRIC	FA DISTR STATION EQUIP	<u>17,940.00</u>
				TOTAL:	20,704.00
DISTRICT 518 COMMUNITY EDUCATION	3/22/24	SPRING CATALOG AD	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	<u>300.00</u>
				TOTAL:	300.00
DOCKENDORF EQUIPMENT CO. INC	3/22/24	FEDERAL GRANT INTEGRITY	AIRPORT	PROJECT #3	<u>13,902.50</u>
				TOTAL:	13,902.50
DOLL DISTRIBUTING LLC	3/22/24	BEER	LIQUOR	NON-DEPARTMENTAL	6,377.05
	3/22/24	MIX	LIQUOR	NON-DEPARTMENTAL	108.00
	3/22/24	BEER	LIQUOR	NON-DEPARTMENTAL	<u>1,606.90</u>
				TOTAL:	8,091.95
DRILLINGWORLD	3/22/24	STUMP GRINDER TEETH	RECREATION	TREE REMOVAL	<u>1,955.57</u>
				TOTAL:	1,955.57
DUBOIS CHEMICALS INC	3/22/24	SODA ASH	INDUSTRIAL WASTEWA	O-PURIFY MISC	<u>11,759.45</u>
				TOTAL:	11,759.45
EARL F ANDERSEN INC- DIVISION OF SAFET	3/22/24	BANDING TOOL	GENERAL FUND	SIGNS AND SIGNALS	<u>488.65</u>
				TOTAL:	488.65
ECHO GROUP INC	3/22/24	LIGHTS FOR BIG HANGER	AIRPORT	O-GEN MISC	<u>168.55</u>
				TOTAL:	168.55
EHLERS COMPANIES	3/22/24	TIF 7 & JBS WWTF SALE	TI DIST #7, REDEV	OTHER MISC PROJECTS	<u>142.50</u>
				TOTAL:	142.50
ELECTRO WATCHMAN INC	3/22/24	UPDATE SOFTWARE	GENERAL FUND	CENTER FOR ACTIVE LIVI	<u>355.00</u>
				TOTAL:	355.00
EMERGENCY AUTOMOTIVE TECHNOLOGY INC	3/22/24	SQUAD #24-30 NEW BUILD ERS	GENERAL FUND	POLICE ADMINISTRATION	10,418.79
	3/22/24	SQUAD #24-32 NEW BUILD ERS	GENERAL FUND	POLICE ADMINISTRATION	8,839.24
	3/22/24	SQUAD #17-31 NEW CONTROL H	GENERAL FUND	POLICE ADMINISTRATION	1,336.90
	3/22/24	SQUAD #24-24 NEW BUILD ERS	GENERAL FUND	FIRE ADMINISTRATION	<u>8,906.74</u>
				TOTAL:	29,501.67
ENVIRONMENTAL CONSULTING AND TESTING I	3/22/24	TIE MANIPULATION TESTING	INDUSTRIAL WASTEWA	O-PURIFY MISC	<u>16,300.00</u>
				TOTAL:	16,300.00
FASTENAL COMPANY	3/22/24	SPRING HOOK	RECREATION	BALLFIELD MAINTENANCE	80.63
	3/22/24	SHELVING	LIQUOR	O-GEN MISC	<u>1,793.28</u>
				TOTAL:	1,873.91
FERGUSON ENTERPRISES LLC #1657	3/22/24	BOLTS GASKETS	RECREATION	SOCCER COMPLEX	<u>20.66</u>
				TOTAL:	20.66
FRONTIER COMMUNICATION SERVICES	3/22/24	MONTHLY SERVICE	MUNICIPAL WASTEWAT	O-PURIFY MISC	<u>82.28</u>
				TOTAL:	82.28
FS3 INC	3/22/24	BORE MACHINE DOWN HOLE TOO	ELECTRIC	M-DISTR UNDERGRND LINE	<u>1,016.54</u>
				TOTAL:	1,016.54
GOPHER SPORT	3/22/24	NEW NET AND CLIPS	RECREATION	FIELD HOUSE	228.13

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	<u>228.13</u>
GRAHAM TIRE OF WORTHINGTON INC	3/22/24	SQUAD #23-28 OIL CHANGE	GENERAL FUND	POLICE ADMINISTRATION	58.92
	3/22/24	SQUAD #23-28 OIL CHANGE	GENERAL FUND	POLICE ADMINISTRATION	<u>22.95</u>
				TOTAL:	81.87
HACH COMPANY	3/22/24	NUTRIENT BUFFER	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	765.50
	3/22/24	AMMONIA TNT 832	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	173.58
	3/22/24	BENCH SERVICE HQ2200	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	333.00
	3/22/24	PHOS TNT 843	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	<u>1,864.25</u>
				TOTAL:	3,136.33
HENNING CONSTRUCTION	3/22/24	2ND AVE IMPROVEMENT	IMPROVEMENT CONST	NON-DEPARTMENTAL	46,830.14
	3/22/24	2ND AVE IMPROVEMENT	IMPROVEMENT CONST	2ND AVE-10TH ST TO 12T	<u>18,242.00</u>
				TOTAL:	65,072.14
THE HOME CITY ICE COMPANY	3/22/24	MIX	LIQUOR	NON-DEPARTMENTAL	157.55
	3/22/24	FREIGHT	LIQUOR	O-SOURCE MISC	<u>5.25</u>
				TOTAL:	162.80
HOPE HAVEN INC	3/22/24	FEB CLEANING	GENERAL FUND	CENTER FOR ACTIVE LIVI	<u>541.67</u>
				TOTAL:	541.67
IDEAL LANDSCAPE & DESIGN INC	3/22/24	SNOW REMOVAL	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	<u>337.50</u>
				TOTAL:	337.50
INDEPENDENT SCHOOL DISTRICT #518	3/22/24	FEBRUARY 2024 PAYMENT MEDI	CABLE TELEVISION	CABLE	<u>3,164.08</u>
				TOTAL:	3,164.08
INDIAN ISLAND WINERY	3/22/24	WINE	LIQUOR	NON-DEPARTMENTAL	<u>749.28</u>
				TOTAL:	749.28
INTEGRITY AVIATION INC	3/22/24	MARCH MANAGEMENT FEE	AIRPORT	O-GEN MISC	<u>2,312.00</u>
				TOTAL:	2,312.00
INTOXIMETERS INC	3/22/24	PBT REPAIR	GENERAL FUND	POLICE ADMINISTRATION	<u>40.00</u>
				TOTAL:	40.00
J & K WINDOWS	3/22/24	WINDOW CLEANING FEB	LIQUOR	O-GEN MISC	<u>165.00</u>
				TOTAL:	165.00
JERRY'S AUTO SUPPLY OF WORTHINGTON INC	3/22/24	#403 HOSE FITTINGS	GENERAL FUND	PAVED STREETS	70.70
	3/22/24	SPARK PLUGS	RECREATION	SOCCER COMPLEX	<u>14.58</u>
				TOTAL:	85.28
JOHNSON BROTHERS LIQUOR CO	3/22/24	LIQUOR	LIQUOR	NON-DEPARTMENTAL	3,856.11
	3/22/24	WINE	LIQUOR	NON-DEPARTMENTAL	1,339.05
	3/22/24	MIX	LIQUOR	NON-DEPARTMENTAL	123.95
	3/22/24	FREIGHT	LIQUOR	O-SOURCE MISC	41.25
	3/22/24	FREIGHT	LIQUOR	O-SOURCE MISC	<u>39.60</u>
				TOTAL:	5,399.96
JOHNSTON AUTOSTORES	3/22/24	SEAFOAM	GENERAL FUND	POLICE ADMINISTRATION	55.92
	3/22/24	SQUAD #31 ANTI FREEZE	GENERAL FUND	POLICE ADMINISTRATION	20.78
	3/22/24	#18-45 LIGHT BULB	GENERAL FUND	CODE ENFORCEMENT	<u>2.21</u>
				TOTAL:	78.91

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
KIEFER AQUATICS	3/22/24	RISE BACKBOARDS HEADRESTS	RECREATION	AQUATIC CENTER FACILIT	<u>550.16</u>
				TOTAL:	550.16
LAMPERTS YARDS INC-2602004	3/22/24	DOCK LANDINGS NUTS AND BOL	GENERAL FUND	LAKE IMPROVEMENT	59.51
	3/22/24	OLSON PARK	GENERAL FUND	LAKE IMPROVEMENT	<u>32.15</u>
				TOTAL:	91.66
MAXFIELD RESEARCH AND CONSULTING	3/22/24	HOUSING NEEDS ASSESSMENT	GENERAL FUND	ECONOMIC DEVELOPMENT	<u>2,625.00</u>
				TOTAL:	2,625.00
MCCUEN, JOSHUA W	3/22/24	BOOTS	GENERAL FUND	POLICE ADMINISTRATION	<u>254.75</u>
				TOTAL:	254.75
MICK'S REPAIR	3/22/24	SQUAD #22-29 BRAKES	GENERAL FUND	POLICE ADMINISTRATION	185.99
	3/22/24	SQUAD #22-29 BRAKES	GENERAL FUND	POLICE ADMINISTRATION	293.98
	3/22/24	SQUAD #23-28 BRAKES	GENERAL FUND	POLICE ADMINISTRATION	627.99
	3/22/24	SQUAD #23-28 BRAKES	GENERAL FUND	POLICE ADMINISTRATION	<u>173.34</u>
				TOTAL:	1,281.30
MIDWEST ALARM COMPANY INC	3/22/24	BATTERIES	GENERAL FUND	FIRE ADMINISTRATION	714.12
	3/22/24	SERVICE CALL	LIQUOR	O-GEN MISC	<u>486.82</u>
				TOTAL:	1,200.94
MINNESOTA DEPT OF COMMERCE	3/22/24	2023 UNCLAIMED PROPERTY	ELECTRIC	NON-DEPARTMENTAL	<u>545.01</u>
				TOTAL:	545.01
MINNESOTA ENERGY RESOURCES CORP	3/22/24	MONTHLY SERVICE	WATER	O-PURIFY MISC	304.28
	3/22/24	MONTHLY SERVICE	WATER	O-DISTR MISC	283.96
	3/22/24	MONTHLY SERVICE	WATER	O-DISTR MISC	184.79
	3/22/24	MONTHLY SERVICE	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	184.79
	3/22/24	MONTHLY SERVICE	ELECTRIC	O-DISTR MISC	283.96
	3/22/24	MONTHLY SERVICE	ELECTRIC	O-DISTR MISC	<u>369.58</u>
				TOTAL:	1,611.36
MINNESOTA VALLEY TESTING LABS INC	3/22/24	CHLORIDE TOTAL HARDNESS	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	184.50
	3/22/24	TOTAL KJELDAHL NITRATE	MUNICIPAL WASTEWAT	O-PURIFY LABORATORY	<u>99.00</u>
				TOTAL:	283.50
MISCELLANEOUS V SAY, KENNEDY	3/22/24	UTILITY REFUND	WATER	NON-DEPARTMENTAL	44.53
SAY, KENNEDY	3/22/24	UTILITY REFUND	WATER	ACCTS-RECORDS & COLLEC	0.50
NOBLES SQUARE APARTMEN	3/22/24	UTILITY REFUND	ELECTRIC	NON-DEPARTMENTAL	58.91
NOBLES SQUARE APARTMEN	3/22/24	UTILITY REFUND	ELECTRIC	NON-DEPARTMENTAL	103.82
COLINDRES, BERENICE	3/22/24	MISCELLANEOUS VENDOR	ELECTRIC	NON-DEPARTMENTAL	38.50
DE LEON, MARIA	3/22/24	UTILITY REFUND	ELECTRIC	NON-DEPARTMENTAL	296.10
SAY, KENNEDY	3/22/24	UTILITY REFUND	ELECTRIC	NON-DEPARTMENTAL	95.00
DE LEON, MARIA	3/22/24	UTILITY REFUND	ELECTRIC	ACCTS-RECORDS & COLLEC	4.07
SAY, KENNEDY	3/22/24	UTILITY REFUND	ELECTRIC	ACCTS-RECORDS & COLLEC	<u>1.06</u>
				TOTAL:	642.49
NAVSURFWARCENDIV CRANE	3/22/24	RENTAL OF NIGHT VISION EQU	GENERAL FUND	POLICE ADMINISTRATION	<u>600.00</u>
				TOTAL:	600.00
NIENKERK CONSTRUCTION INC	3/22/24	MOVE ROCK AT LAKE NEW DOCK	GENERAL FUND	LAKE IMPROVEMENT	<u>1,500.00</u>
				TOTAL:	1,500.00
NOBLES COOPERATIVE ELECTRIC	3/22/24	MONTHLY SERVICE	GENERAL FUND	SIGNS AND SIGNALS	40.89



VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	3/22/24	MONTHLY SERVICE	GENERAL FUND	SIGNS AND SIGNALS	44.32
	3/22/24	MONTHLY SERVICE	RECREATION	GOLF COURSE-GREEN	574.68
	3/22/24	MONTHLY SERVICE	INDUSTRIAL WASTEWA	O-PURIFY MISC	100.00
	3/22/24	MONTHLY SERVICE	AIRPORT	O-GEN MISC	<u>59.76</u>
				TOTAL:	819.65
NOBLES COUNTY AUDITOR/TREASURER	3/22/24	DEBT SERVICE PRAIRIE JUSTI	GENERAL FUND	SECURITY CENTER	197,500.00
	3/22/24	MARCH LEGAL SERVICES	GENERAL FUND	PROSECUTION	<u>30,760.50</u>
				TOTAL:	228,260.50
NOBLES COUNTY ART CENTER	3/22/24	2024 ART DONATION	GENERAL FUND	PUBLIC ARTS	<u>100.00</u>
				TOTAL:	100.00
NOBLES COUNTY AUDITOR/TREASURER	3/22/24	NOBLES COUNTY AUDITOR/TREA	ECONOMIC DEV AUTHO	MISC INDUSTRIAL DEVELO	37,316.65
	3/22/24	APRIL 2024 LEASE PAYMENT	WATER	O-DISTR RENTS	165.57
	3/22/24	APRIL 2024 LEASE PAYMENT	WATER	ADMIN RENT	331.15
	3/22/24	APRIL 2024 LEASE PAYMENT	MUNICIPAL WASTEWAT	O-PURIFY MISC	132.46
	3/22/24	APRIL 2024 LEASE PAYMENT	MUNICIPAL WASTEWAT	ADMIN RENT	264.92
	3/22/24	APRIL 2024 LEASE PAYMENT	ELECTRIC	O-DISTR RENTS	794.75
	3/22/24	APRIL 2024 LEASE PAYMENT	ELECTRIC	ADMIN RENT	<u>1,622.63</u>
				TOTAL:	40,628.13
NOBLES COUNTY LANDFILL	3/22/24	SCRAP JUNK	ELECTRIC	M-DISTR UNDERGRND LINE	<u>45.71</u>
				TOTAL:	45.71
NOBLES COUNTY SHERIFF	3/22/24	CELLEBRITE SUBSCRIPTION	GENERAL FUND	POLICE ADMINISTRATION	<u>2,034.00</u>
				TOTAL:	2,034.00
NUTRITION EXCELLENCE LLC	3/22/24	THC	LIQUOR	NON-DEPARTMENTAL	750.00
	3/22/24	FREIGHT	LIQUOR	O-SOURCE MISC	<u>25.00</u>
				TOTAL:	775.00
OFFICE OF MNIT SERVICES	3/22/24	FEBRUARY 20204 VOICE SERVI	WATER	O-PUMPING	14.26
	3/22/24	FEBRUARY 20204 VOICE SERVI	WATER	O-DISTR MISC	44.18
	3/22/24	FEBRUARY 20204 VOICE SERVI	WATER	ADMIN OFFICE SUPPLIES	14.27
	3/22/24	FEBRUARY 20204 VOICE SERVI	WATER	ACCTS-RECORDS & COLLEC	27.72
	3/22/24	FEBRUARY 20204 VOICE SERVI	MUNICIPAL WASTEWAT	O-SOURCE MAINS & LIFTS	14.27
	3/22/24	FEBRUARY 20204 VOICE SERVI	MUNICIPAL WASTEWAT	O-PURIFY MISC	30.89
	3/22/24	FEBRUARY 20204 VOICE SERVI	MUNICIPAL WASTEWAT	ADMIN OFFICE SUPPLIES	14.27
	3/22/24	FEBRUARY 20204 VOICE SERVI	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	30.89
	3/22/24	FEBRUARY 20204 VOICE SERVI	ELECTRIC	O-SOURCE MISC	14.27
	3/22/24	FEBRUARY 20204 VOICE SERVI	ELECTRIC	O-DISTR SUPER & ENG	14.27
	3/22/24	FEBRUARY 20204 VOICE SERVI	ELECTRIC	O-DISTR STATION EXPENS	43.01
	3/22/24	FEBRUARY 20204 VOICE SERVI	ELECTRIC	O-DISTR MISC	14.27
	3/22/24	FEBRUARY 20204 VOICE SERVI	ELECTRIC	ADMIN OFFICE SUPPLIES	14.86
	3/22/24	FEBRUARY 20204 VOICE SERVI	ELECTRIC	ACCTS-RECORDS & COLLEC	83.20
	3/22/24	FEBRUARY 20204 VOICE SERVI	ELECTRIC	ACCTS-ASSISTANCE	<u>16.33</u>
				TOTAL:	390.96
ONE OFFICE SOLUTION-WOCITY	3/22/24	PENS	GENERAL FUND	ENGINEERING ADMIN	18.42
	3/22/24	HIGHLIGHTER AND PAPER PAD	GENERAL FUND	ENGINEERING ADMIN	9.11
	3/22/24	PENS	GENERAL FUND	ECONOMIC DEVELOPMENT	18.42
	3/22/24	HIGHLIGHTER AND PAPER PAD	GENERAL FUND	ECONOMIC DEVELOPMENT	17.40
	3/22/24	TRASH BAGS	GENERAL FUND	GENERAL GOVT BUILDINGS	45.46
	3/22/24	BINDERS	GENERAL FUND	OTHER GEN GOVT MISC	11.68
	3/22/24	BINDER	GENERAL FUND	OTHER GEN GOVT MISC	3.33

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	<u>123.82</u>
ONE OFFICE SOLUTION-NCLAW	3/22/24	RECORDS DEPT CASTER WHEEL	GENERAL FUND	SECURITY CENTER	26.08
	3/22/24	RECORDS DEPT CASTER WHEEL	GENERAL FUND	SECURITY CENTER	<u>26.09</u>
				TOTAL:	52.17
ONE OFFICE SOLUTION-WOCITY	3/22/24	ENVELOPES	GENERAL FUND	FIRE ADMINISTRATION	7.98
	3/22/24	MIRROR	GENERAL FUND	CENTER FOR ACTIVE LIVI	73.76
	3/22/24	PAPER	MEMORIAL AUDITORIUM	MEMORIAL AUDITORIUM	<u>172.80</u>
				TOTAL:	254.54
ONE OFFICE SOLUTION-WOUTIL	3/22/24	PAPER	WATER	ACCTS-RECORDS & COLLEC	15.45
	3/22/24	SERVICE AGREEMENT SHARP	WATER	ACCTS-RECORDS & COLLEC	36.88
	3/22/24	PAPER	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	15.45
	3/22/24	SERVICE AGREEMENT SHARP	MUNICIPAL WASTEWAT	ACCT-RECORDS & COLLECT	36.88
	3/22/24	TONER T-520	ELECTRIC	O-DISTR MISC	255.45
	3/22/24	PAPER	ELECTRIC	ACCTS-RECORDS & COLLEC	30.88
	3/22/24	PEN	ELECTRIC	ACCTS-RECORDS & COLLEC	1.77
	3/22/24	SERVICE AGREEMENT SHARP	ELECTRIC	ACCTS-RECORDS & COLLEC	<u>73.76</u>
				TOTAL:	466.52
PALMA CUSTOMS & AUTO SALES LLC	3/22/24	TOW IR#24-949	GENERAL FUND	POLICE ADMINISTRATION	68.00
	3/22/24	TOW #24-1116	GENERAL FUND	POLICE ADMINISTRATION	<u>134.84</u>
				TOTAL:	202.84
PELLEGRINO FIRE EXTINGUISHER SALES	3/22/24	YEARLY TAGS	GENERAL FUND	GENERAL GOVT BUILDINGS	70.00
	3/22/24	YEARLY TAGS	LIQUOR	O-GEN MISC	<u>44.00</u>
				TOTAL:	114.00
PEPSI COLA BOTTLING CO OF PIPESTONE, M	3/22/24	MIX	LIQUOR	NON-DEPARTMENTAL	<u>177.50</u>
				TOTAL:	177.50
PHILLIPS WINE & SPIRITS INC	3/22/24	LIQUOR	LIQUOR	NON-DEPARTMENTAL	3,790.81
	3/22/24	WINE	LIQUOR	NON-DEPARTMENTAL	1,206.00
	3/22/24	MIX	LIQUOR	NON-DEPARTMENTAL	114.20
	3/22/24	FREIGHT	LIQUOR	O-SOURCE MISC	68.66
	3/22/24	FREIGHT	LIQUOR	O-SOURCE MISC	<u>34.65</u>
				TOTAL:	5,214.32
PLAN IT SOFTWARE LLC	3/22/24	CAPITAL PLANNING SOFTWARE	DATA PROCESSING	DATA PROCESSING	<u>4,500.00</u>
				TOTAL:	4,500.00
RADIO WORKS LLC	3/22/24	FEB ADS	GENERAL FUND	CENTER FOR ACTIVE LIVI	150.00
	3/22/24	FEB ADS	LIQUOR	O-GEN MISC	<u>150.00</u>
				TOTAL:	300.00
RAMY TURF PRODUCTS, LLC	3/22/24	SEED STUMPS	RECREATION	TREE REMOVAL	<u>330.00</u>
				TOTAL:	330.00
RECREATION SUPPLY COMPANY INC	3/22/24	CLOCK AND UMBRELLAS	RECREATION	AQUATIC CENTER FACILIT	<u>929.58</u>
				TOTAL:	929.58
RONS REPAIR INC	3/22/24	MNDOT INSPECT #109	ELECTRIC	O-DISTR UNDERGRND LINE	245.03
	3/22/24	MNDOT BUCKET	ELECTRIC	O-DISTR UNDERGRND LINE	178.53
	3/22/24	MNDOT INSPECT VAC	ELECTRIC	O-DISTR UNDERGRND LINE	125.28
	3/22/24	MNDOT INSPECT 22 FORD PK	ELECTRIC	O-DISTR UNDERGRND LINE	<u>178.53</u>

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	3/22/24	MNDOT INSPECT 88 TOW TRAIL	ELECTRIC	O-DISTR UNDERGRND LINE	205.58
	3/22/24	2020 TRAILER DOT	ELECTRIC	O-DISTR UNDERGRND LINE	125.28
	3/22/24	2019 FORD DOT	ELECTRIC	O-DISTR UNDERGRND LINE	178.53
	3/22/24	2017 TOW MASTER DOT	ELECTRIC	O-DISTR UNDERGRND LINE	<u>125.25</u>
				TOTAL:	1,362.01
ROSENBERG SCOTT	3/22/24	SHADE TREE SHORT COURSE	RECREATION	TREE REMOVAL	<u>286.65</u>
				TOTAL:	286.65
ROUND LAKE VINEYARDS & WINERY LLC	3/22/24	WINE	LIQUOR	NON-DEPARTMENTAL	825.00
	3/22/24	WINE	LIQUOR	NON-DEPARTMENTAL	<u>550.00</u>
				TOTAL:	1,375.00
RUNNINGS SUPPLY INC-ACCT#9502485	3/22/24	BATTERY OUTDOOR POWER EQUI	GENERAL FUND	FIRE ADMINISTRATION	37.99
	3/22/24	FLEET CABLE TIES, MARKERS	GENERAL FUND	PAVED STREETS	51.30
	3/22/24	WADERS DOCKS	RECREATION	RECREATION PROGRAMS	149.99
	3/22/24	ANCHOR AND WRENCH	RECREATION	BALLFIELD MAINTENANCE	46.93
	3/22/24	ANCHOR	RECREATION	BALLFIELD MAINTENANCE	<u>9.98</u>
				TOTAL:	296.19
SCHOLTES MOTORS INC	3/22/24	SERVICE #104	ELECTRIC	O-DISTR SUPER & ENG	<u>61.25</u>
				TOTAL:	61.25
SCHROEDER BRYANT	3/22/24	DOG SCHOOL AND GLASS BOARD	GENERAL FUND	POLICE ADMINISTRATION	297.16
	3/22/24	DOG SCHOOL AND GLASS BOARD	GENERAL FUND	POLICE ADMINISTRATION	<u>85.48</u>
				TOTAL:	382.64
SCHWALBACH ACE 5930	3/22/24	VACUUMN	GENERAL FUND	PAVED STREETS	219.99
	3/22/24	LOADER #425 FASTENERS SWIT	GENERAL FUND	PAVED STREETS	19.86
	3/22/24	CABLE TIE BLACK	RECREATION	BALLFIELD MAINTENANCE	19.98
	3/22/24	FASTENERS	RECREATION	BALLFIELD MAINTENANCE	1.47
	3/22/24	CENT BEACH SINK	RECREATION	PARK AREAS	<u>12.99</u>
				TOTAL:	274.29
SCHWEITZER ENGINEERING LABS INC	3/22/24	SUB 3 CAP RELAY	ELECTRIC	FA DISTR STATION EQUIP	<u>3,358.37</u>
				TOTAL:	3,358.37
SOUTHERN GLAZER'S WINE AND SPIRITS LL	3/22/24	LIQUOR	LIQUOR	NON-DEPARTMENTAL	5,464.14
	3/22/24	WINE	LIQUOR	NON-DEPARTMENTAL	1,551.58
	3/22/24	LIQUOR	LIQUOR	NON-DEPARTMENTAL	224.00
	3/22/24	FREIGHT	LIQUOR	O-SOURCE MISC	79.70
	3/22/24	FREIGHT	LIQUOR	O-SOURCE MISC	<u>43.63</u>
				TOTAL:	6,915.05
SOUTHWEST HEARING TECHNOLOGIES INC	3/22/24	EAR PIECE RETUBING	GENERAL FUND	POLICE ADMINISTRATION	<u>30.00</u>
				TOTAL:	30.00
SOUTHWEST MN ARTS COUNCIL	3/22/24	WORTHINGTON ARTS DONATION	GENERAL FUND	PUBLIC ARTS	<u>100.00</u>
				TOTAL:	100.00
SRF CONSULTING GROUP INC	3/22/24	COMPREHENSIVE PLAN UPDATE	GENERAL FUND	ECONOMIC DEVELOPMENT	<u>2,871.83</u>
				TOTAL:	2,871.83
STREICHER'S INC	3/22/24	40MM SPONGE ROUNDS	GENERAL FUND	POLICE ADMINISTRATION	<u>481.56</u>
				TOTAL:	481.56

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
THE GLOBE	3/22/24	2024 RENEWAL	GENERAL FUND	ADMINISTRATION	151.09
	3/22/24	THE GLOBE	LIQUOR	O-GEN MISC	<u>23.53</u>
				TOTAL:	174.62
WALKER ELECTRIC LLC	3/22/24	LCR INSTALLS	ELECTRIC	FA DISTR METERS	<u>700.00</u>
				TOTAL:	700.00
WEST CENTRAL COMMUNICATIONS INC	3/22/24	BATTERY	GENERAL FUND	POLICE ADMINISTRATION	<u>18.00</u>
				TOTAL:	18.00
WESTMOR INDUSTRIES LLC	3/22/24	FUEL PUMPS	AIRPORT	O-GEN MISC	10.46
	3/22/24	FUEL PUMPS	AIRPORT	O-GEN MISC	<u>2,667.14</u>
				TOTAL:	2,677.60
WORTHINGTON EVENT CENTER	3/22/24	GSOC DAMAGE PREVENTION MEE	ELECTRIC	O-DISTR MISC	<u>4,825.39</u>
				TOTAL:	4,825.39
WORTHINGTON FIRE DEPT RELIEF ASSOC	3/22/24	2024 SUPPLEMENTAL PENSION	GENERAL FUND	FIRE ADMINISTRATION	<u>2,000.00</u>
				TOTAL:	2,000.00
WORTHINGTON HOTEL GROUP LLC	3/22/24	EVENT CENTER EXPENSES	EVENT CENTER	EVENT CENTER	<u>5,097.28</u>
				TOTAL:	5,097.28
YMCA	3/22/24	2024 CONTRACT PAYMENT MARC	RECREATION	RECREATION PROGRAMS	<u>5,375.00</u>
				TOTAL:	5,375.00
ZIEGLER INC	3/22/24	MAINTENANCE ON CONTRACT GE	ELECTRIC	M-SOURCE EQUIPMENT	<u>48,701.08</u>
				TOTAL:	48,701.08

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

101	GENERAL FUND	279,784.16
202	MEMORIAL AUDITORIUM	1,707.30
214	EVENT CENTER	5,097.28
229	RECREATION	10,929.98
231	ECONOMIC DEV AUTHORITY	37,316.65
401	IMPROVEMENT CONST	65,072.14
419	TI DIST #7, REDEV AMEND 5	142.50
601	WATER	1,477.44
602	MUNICIPAL WASTEWATER	10,999.50
604	ELECTRIC	105,792.52
605	INDUSTRIAL WASTEWATER	31,314.95
606	STORM WATER MANAGEMENT	546.30
609	LIQUOR	56,083.15
612	AIRPORT	28,551.94
702	DATA PROCESSING	4,500.00
872	CABLE TELEVISION	3,164.08
----- GRAND TOTAL:		642,479.89
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