**WORTHINGTON CITY COUNCIL**

**AGENDA**

**7:00 P.M. - Monday, June 14, 2021**
**City Hall Council Chambers**

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

**B. INTRODUCTIONS AND OPENING REMARKS**

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

1. Additions/Changes

2. Closure

**D. PUBLIC HEARING - FOR CHERRYWOOD ADDITION STREET IMPROVEMENTS - ENGINEERING - CASE ITEM 1 (BLUE)**

1. Open Hearing
2. Hearing Presentation
3. Testimony
4. Close Hearing
5. Action on Hearing

**E. CONSENT AGENDA**

1. CITY COUNCIL MINUTES (WHITE)

    a. Special City Council Minutes of June 1, 2021
    b. City Council Minutes of May 24, 2021
    b. Special City Council Minutes of May 19, 2021

2. MINUTES OF BOARDS & COMMISSIONS (PINK)\

    a. Traffic & Safety Committee Minutes of May 25, 2021
    b. Water & Light Commission Minutes of May 17, 2021
    c. Worthington Public Arts Commission Minutes of May 11, 2021
    d. Local Board of Appeal/Equalization Minutes of April 29, 2021
    e. E.O. Olson Trust Fund Committee Minutes of April 22, 2021
    f. Economic Development Authority Minutes of April 12, 2021
    g. Center for Active Living Minutes of April 12, 2021

3. CITY COUNCIL BUSINESS (WHITE)

1. Application to Block Streets - Worthington Area Chamber of Commerce Agribusiness Committee

2. Application for Temporary On-Sale Liquor License - Worthington Area Chamber of Commerce

4. BILLS PAYABLE (WHITE)

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

## F. CITY COUNCIL BUSINESS - ADMINISTRATION (WHITE)

Case Item(s)

1. City Planning and Zoning Application (Worthington HRA)

2. Third Reading Proposed Ordinance to Amend Title XV of the City Code of the City of Worthington, Nobles County, Minnesota to Rezone the Property from "R-1" - One Family Detached and "R-2" - One Family, Low Density District Zoning to a PUD District #14

3. Acceptance of Donation - Center for Active Living

4. Assessment Challenge - Parcels 20-0171-000 and 31-0688-000

5. Terminating Local Emergency Order

6. Rescinding Glenwood Heights 2nd Addition Assessment Collection Process

7. Designation of Official City Representative to Cuero, Texas for 2021 Turkey Fest and Authorization for Reimbursement of Expenses

8. City of Worthington and Nobles County Memorandum of Understanding - Cost Sharing for Reconstruction of CSAH 35 (Oxford Street) from McMillan Street to Trunk Hwy 59 (Humiston Avenue)

9. Owner's Construction Representative Professional Services Agreement - Worthington Aquatic Center

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

Case Item(s)

1. Approve Traffic and Safety Committee Recommendation

2. Amend Budget and Authorize Solicitation of Quotes for Darling Drive Storm Sewer and Street Repairs

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

Case Item(s)

2. Glenwood Heights Phase 1 Modification

3. Professional Services for Twenty Seventh Street Pavement Improvements

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

Case Item(s)

1. Conditional Use Permit (City of Worthington)

2. Corporate Guaranty, Loan Agreement, Promissory Note, and Security Agreement (Swift Pork Company)

3. Contract for Services (Bolton & Menk, Inc.)

## J. COUNCIL COMMITTEE REPORTS

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

## K. CITY ADMINISTRATOR REPORT

## L. ADJOURNMENT

**WORTHINGTON CITY COUNCIL**
**SPECIAL MEETING, JUNE 1, 2021**

The meeting was called to order at 12:00 p.m. in City Hall Council Chambers by Mayor Mike Kuhle with the following Council Members present: Chad Cummings, Amy Ernst, Chris Kielblock, Larry Janssen, Alaina Kolpin.

Staff present: Steve Robinson, City Administrator; Jason Brisson, Assistant City Administrator/Director of Economic Development; Todd Wietzema, Public Works Director; Mindy Eggers, City Clerk.

Others present: none.

## APPROVED ADDITIONAL 2021-2022 ON-SALE LIQUOR, CLUB, AND SUNDAY ON-SALE LICENSE RENEWALS

Steve Robinson, City Administrator, said the additional 2021/2022 On-Sale Liquor, Club, and Sunday On-Sale License Renewals applications have been received, they are as follows:

### 2021 On-Sale/Sunday Liquor Licenses

The Ground Round Grill & Bar, 1290 Ryan's Road
Great Life Milaska Golf & Fitness Worthington, 851 W. Oxford Street

### 2021 Club On-Sale Liquor License

BPOE Lodge #2287, 1105 Second Avenue

A motion was made by Council Member Ernst, seconded by Council Member Kielblock and unanimously carried to approve the 2021-2022 Additional On-Sale Liquor, Club, and Sunday On-Sale License Renewals.

## AWARD BID FOR WORTHINGTON AQUATIC CENTER PROJECT

Mr. Robinson said bids were received for the expansion of the City's outdoor Aquatic Center project on May 26, 2021. Three bids were received and Tri-State General Contracting of Jackson, MN was the low bidder with a bid of $6,258,838.00. The estimate for the project is $6.5 million dollars. Tri-State is planning to start the project on June 14th.

Mr. Robinson explained the improvements will add 9,875 square feet of new pool area and include a zero-depth splash area, recreation pool, slides and a lazy river. A separate bathhouse, driveway and parking area will complete the project. Todd Wietzema, Public Works Director, said that the sub-committee met several times and made some design changes and now staff is waiting on State approval. The estimated completion date is July 1, 2022.

A motion was made by Council Member Janssen, seconded by Council Member Cummings and unanimously carried to award the Aquatic Center Project Bid to Tri-Sate General Contracting in the amount of $6,258,838.00.

**ADJOURNMENT**

The motion was made by Council Member Cummings, seconded by Council Member Kolpin and unanimously carried to adjourn the meeting at 12:07 p.m.

Mindy L. Eggers MCMC
City Clerk

**WORTHINGTON CITY COUNCIL**
**REGULAR MEETING, MAY 24, 2021**

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

Staff present: Steve Robinson, City Administrator; Todd Wietzema, Public Works Director; Jason Brisson, Assistant City Administrator/Director of Economic Development; Troy Appel, Public Safety Director; Alex VanSomeren, Police Officer; Bryant Schroder, Police Officer; Christina Shorter, Police Officer; Mindy Eggers, City Clerk.

Others present: Julie Buntjer, The Globe; Tiffany Neugebauer, Julie Linder, Brittany Schroeder, Brock, Braelynn, Bria Schroeder, Todd & Kim Schroeder, Rochelle & Pat Shorter, Cole Shorter.

The Pledge of Allegiance was recited.

## AGENDA APPROVED WITH ADDITIONS/CHANGES

Mayor Kuhle stated the following items would be added to the agenda:

- Consent Agenda Case Items - 4. City Council Business - *4. Additional 2021-2022 On-Sale Liquor, Wine, Club and Sunday On-Sale License Renewal and 6.a. Additional Bills Payable*

- *Case Items - City Council Business - F.6. On-Sale Liquor License Application - Nobles County Fair Association/Worthington Speedway*

A motion was made by Council Member Ernst, seconded by Council Member Janssen and unanimously carried to approve the agenda with the noted changes.

## CONSENT AGENDA APPROVED

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

- City Council Minutes of Regular Meeting of May 10, 2021
- Application to Block Streets - Worthington Okabena Windsurfers
- Application for Temporary On-Sale Liquor License - Lake Okabena Improvement Association
- Application for Parade Permit to Block Streets - Cultural Awareness Organization/Worthington International Festival
- 2021-2022 On-Sale Liquor, Wine, Club and Sunday On-Sale License Renewals
- 2021 Private Dock Application
- Municipal Liquor Store Income Statement for the Period January 1, 2021 through April 30,

2021

- General Fund Statement of Revenues and Expenditures - Budget and Actual for the Period January 1, 2021 through April 30, 2021
- Bills payable and totaling $2,082,753.23 be ordered paid

**INTRODUCTION AND OATH OF OFFICES FOR NEW POLICE OFFICERS ALEX VANSOMEREN, CHRISTINA SHORTER AND BRYANT SCHROEDER**

Troy Appel, Public Safety Director, introduced Alex Vansomeren, Christina Shorter and Bryant Schroeder to City Council.

Officer Vansomeren grew up in Hudson, Wisconsin and graduated from the Hudson High School in 2014. After high school, he attended and graduated from the University of Northwestern in St. Paul, with a degree in Law Enforcement. Alex started with the PD on August 17, 2020, and is currently working full-time afternoon shifts for the department.

Officer Shorter grew up in Worthington and graduated from the Worthington High School in 2018. After high school, she attended and graduated from Alexandrea Tech in 2020, with a degree in Law Enforcement. Christina started with the PD on September 7, 2020, and is currently working full-time afternoon shifts for the department.

Officer Schroeder grew up in Worthington and graduated from the Worthington High School in 2007. After high school, he attended and graduated from Minnesota West in 2011, with a degree in Law Enforcement. Bryant started with the PD on October 19, 2020, and is currently working full-time afternoon shifts for the department.

Following administering of the Police Officers Oath to Officers Van Someren, Shorter and Schroeder by the City Clerk, Council offered their congratulations.

**THIRD READING AND ORDINANCE NO. 1169 ADOPTED TO AMEND TITLE XV OF THE CITY CODE OF THE CITY OF WORTHINGTON, NOBLES COUNTY, MINNESOTA - CHERRYWOOD PUD #10**

Pursuant to published notice, this is the time and date set for the third reading of a proposed ordinance to amend Title XV of the City Code of the City of Worthington, Nobles County Minnesota which will amend the development requirements of Planned Unit Development (PUD #10) Cherrywood Addition.

A complete copy of the ordinance was provided in your April 26, 2021 council agenda.

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

ORDINANCE NO. 1169

AN ORDINANCE TO AMEND TITLE XV OF THE CITY CODE OF THE CITY OF WORTHINGTON, NOBLES COUNTY, MINNESOTA - CHERRYWOOD PUD #10

(Refer to Ordinance File for complete copy of ordinance)

**THIRD READING AND ORDINANCE NO. 1170 ADOPTED TO AMEND TITLE XV OF THE CITY CODE OF WORTHINGTON, NOBLES COUNTY, MINNESOTA, TO REZONE PROPERTY FROM "T-Z" (TRANSITION ZONE) TO "M-2" (GENERAL MANUFACTURING DISTRICT)**

Pursuant to published notice, this is the time and date set for the third reading of a proposed ordinance to amend Title XV of the City Code of the City of Worthington, Nobles County Minnesota to rezone property from "T-Z" (Transition Zone) to "M-2" (General Manufacturing District)

A complete copy of the ordinance was provided in your April 26, 2021 council agenda.

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

ORDINANCE NO. 1170

AN ORDINANCE TO AMEND TITLE XV OF THE CITY CODE OF WORTHINGTON, NOBLES COUNTY, MINNESOTA, TO REZONE PROPERTY FROM "T-Z" (TRANSITION ZONE) TO "M-2" (GENERAL MANUFACTURING DISTRICT)

(Refer to Ordinance File for complete copy of ordinance)

**SECOND READING PROPOSED ORDINANCE TO AMEND TITLE XV OF THE CITY CODE OF THE CITY OF WORTHINGTON, NOBLES COUNTY, MINNESOTA TO REZONE THE PROPERTY FROM "R-1" - ONE FAMILY DETACHED AND "R-2" - ONE FAMILY, LOW DENSITY DISTRICT ZONING TO A PUD DISTRICT #14**

Pursuant to published notice, this was the time and date set for the second reading of a proposed ordinance to amend Title XV of the City Code of the City of Worthington, Nobles County, Minnesota to Rezone the Property from "R-1" - One Family Detached and "R-2" - One Family, Low Density District Zoning to a PUD District #14

The proposed PUD will establish general and specific development requirements for the property, including, but not limited to: minimum square footage, roof pitch, garage size, and exterior building materials. The legal description of the subject property under consideration is as follows:

> All of Glenwood Heights Second Addition in the City of Worthington according to the plats thereof on file and of record in the Office of the County Recorder, Nobles County, Minnesota.

A complete copy of the ordinance was provided in the May 10, 2021 council agenda.

The motion was made by Council Member Kielblock, seconded by Council Member Ernst and unanimously carried to give a second reading to the proposed ordinance.

**APPROVED APPLICATION FOR 3.2 ON-SALE BEER LICENSE - WORTHINGTON AREA YOUTH BASEBALL ASSOCIATION**

Steve Robinson, City Administrator, said the Worthington Area Youth Baseball Association has submitted and On-Sale Beer License for the 2021 baseball season. The license period is May through August, 2021.

Mr. Robsinson said under State Statute 340A.403 3.2 Percent Malt Liquors Licenses, Subdivision 1. Issuance by county or city.

*The governing body of a city or county may issue off-sale or on-sale licenses for the sale of 3.2 percent malt liquor within their respective jurisdictions.*

Under Subd. 2.Temporary licenses.

> *(a) A club or charitable, religious, or nonprofit organization may be issued a temporary on-sale license for the sale of 3.2 percent malt liquor.*
> *(b) The temporary license may authorize the sale of 3.2 percent malt liquor in any school or school buildings.*
> *(c) Temporary licenses are subject to the terms set by the issuing county or city.*

Mr. Robsinson stated that the City Attorney advised that the Council could impose certain terms that are reasonable.

Jason Turner, WAYBA Board member, said that the Board decided to move forward with this after going to other communities that allow this. They would be selling the beer at Jr. Legion, Legion, and amatuer games. Money raised from the beer sales will go towards making improvements to the facility, paying officials and off setting fees for players. Mr. Turner said they posed this to the School Board and received no resistance to the idea. He said that it will be a controlled environment and no-one under 18 will be in the concession stand and a board member will be at all games.

A motion was made by Council Mmber Cummings, seconded by Council Member Kolpin to approve the 3.2 On-Sale Beer License for the Worthington Area Youth Baseball Association with no

restrictions.

**SUMMARY OF PERFORMANCE EVALUATION - CITY ADMINISTRATOR**

Mayor Kuhle provided a summary of the Performance Evaluation of Administrator Steve Robinson completed during a closed session a the Regular City Council meeting on May 10, 2021. He reported the evaluation was satisfactory.

**ON-SALE LIQUOR LICENSE APPLICATION - NOBLES COUNTY FAIR ASSOCIATION/WORTHINGTON SPEEDWAY**

Mr. Robsinson said an application for an On-Sale Liquor license has been submitted by the Nobles County Fair Association for the 2021 racing season. He explained they previously applied for and received a 3.2 On-Sale Beer License but due to the difficulty of getting 3.2 beverages from the distributor for the entire season they are applying for an On-Sale Liquor License.

Under State Statute 340A.404 Subd. 1a. it allows racing facilities to acquire an on-sale liquor license:

> *States a City may issue an on-sale intoxicating liquor license to an auto racing facility located in the city. The license may authorize sales both to persons attending any and all events at the facility, and sales in a restaurant, bar, or banquet facility located on the premises of the auto racing facility. The license authorizes sales on all days of the week. The license may be issued for a space that is not compact and contiguous, provided that the licensed premises may include only the space within a defined area as described in the application for the license. The races will be held on Saturday evenings commencing on Saturday, May 22nd. The license period is May through August, 2021. All the required paperwork, fees*

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

The motion was made by Council Member Ernst, seconded by Council Member Janssen and unanimously carried to approve the On-Sale Liquor License for the Nobles County Fair Association/Worthington Speedway.

**APPROVED SCHAAP SANITATION CONTRACT**

Todd Wietzema, Public Works Director, explained the five-year agreement for Residential Refuse Collection, Recycling Collection, and Yard and Tree Disposal between the City of Worthington and Waste Connections of Minnesota (Schaap Sanitation) expires on June 30, 2021. The new five-year agreement would start on July 1, 2021 and expire on June 30, 2026.

Schaap has provided refuse collection and disposal within the City for many years and owns the landfill site west of the city.

The terms of the new agreement are generally the same as previous agreements and include:

- Schaap shall provide each resident with two 95-gallon containers, one for refuse and one for recyclables
- Weekly pick up for refuse and every other week pick up for recyclables on established regular routes
- Any residence that is owned or leased by a person aged 62 or more shall be eligible for senior rates
- Schaap shall provide a yard waste disposal site for leaves, grass clippings, trees and bushes at the Hwy 59/60 Recycling Center
- For an annual fee of $3,965.00, the City shall have use of the yard waste disposal site for leaves, grass clippings, trees and brush from public owned property
- For a fee of $1.00/ton, the City may dispose of street sweepings at the sanitary landfill
- The cost of service is subject to an annual adjustment based on the Consumer Price Index for all Urban Consumers, and
- The adjusted monthly rates effective July 1, 2021 is $19.60 per residence ($17.60 senior rate) for refuse. A fee of $3.91 per residence for recyclables and $1.25 charge for yard waste. This adjustment represents no increase for 2021.

A motion was made by Council Member Cummings, seconded by Council Member Janssen and unanimously carried to approve the new Schaap Sanitation Contract.

## COUNCIL COMMITTEE REPORTS

Mayor Kuhle - No report.
Council Member Janssen - Reported that the Public Arts Commission is looking for new commission members.
Council Member Ernst - The Water & Light Commission presented Elena Harmon an award for Mike's work on the Commission. His Memorial Service will be on June 11th at 2:00 p.m. and a celebration of life will be held at Centennial Park at 4:00 p.m.
Council Member Kielblock - No report.
Council Member Kolpin - Attended a City, School, County meeting. Graduation will be held on Friday, May 28th and a parent group is putting together an escort around the lake for the graduates.
Council Member Cummings - Attended a PJC Joint Powers Board meeting. The County and City looking at land north of the Prairie Justice Center and collaborating on a cold storage building for the seized vehicles.

## CITY ADMINISTRATOR REPORT

Mr. Robinson introduced Matt Selof, the new City Planner. Mr. Selof said that he is originally from Polk City, IA and graduated a couple of weeks ago from Iowa State. Looks forward to working for the City of Worthington.

**ADJOURNMENT**

The motion was made by Council Member Cummings, seconded by Council Member Ernst and unanimously carried to adjourn the meeting at 7:39 p.m.

Mindy L. Eggers, MCMC
City Clerk

**WORTHINGTON CITY COUNCIL**
**SPECIAL MEETING, MAY 19, 2021**

The meeting was called to order at 3:30 p.m. in City Hall Council Chambers by Mayor Mike Kuhle with the following Council Members present: Chad Cummings, Amy Ernst, Chris Kielblock, Larry Janssen, Alaina Kolpin.

Staff present: Jason Brisson, Assistant City Administrator/Director of Economic Development; Jeff Faragher, Acting City Engineer; Deb Olsen, Finance Director; Scott Hain, Public Utilities Manager; Todd Wietzema, Public Works Director; Mindy Eggers, City Clerk.

Others present: Ryan McGaughey, The Globe.

## GLENWOOD HEIGHTS SECOND ADDITION APPROVED

Jason Brisson, Assistant City Administrator/ Director of Economic Development, said the work is progressing on the City's Glenwood Heights housing subdivision and it is anticipated that Phase 1 lots will be available for home construction by mid-summer.

He explained initially, Campbell Boulevard in the "Move-Up" lot area was only able to extend approximately 450-feet north from Sutherland Drive due to the presence of a wetland area. The wetland has since been mitigated and work could now proceed with completing construction of Campbell Boulevard which results in nine additional "Move-Up" lots in the development. Mr. Brisson explained that staff is waiting for legal counsel to verify the legality of expanding the scope of the project.

Bolton and Menk has reviewed the additional work necessary to complete this and prepared a change order that was presented to the joint Water & Light/City Council Housing Committee on May 10. The change order is in the amount of $246,241.40. Additional engineering fees are an estimated $45,000.00. (The expenditures to date, remaining expenditures to complete Phase 1, and expenditures to complete Phase 1A.)

The current Phase 1 project will have 28 lots comprised of 14 Executive Lots, 8 Move-Up lots and 6 Twin Home lots. With the addition of Phase 1A work would result in a total of 37 lots comprised of 14 Executive Lots, 17 Move-Up Lots and 6 Twin Home Lots.

The estimated total project cost for these two phases will be $3,300,000.00 which exceeds the original allocation of $3.0 million committed by the two entities.

Mayor Kuhle asked why the additional lots are listed at $32,000 instead of the originally $52,000. Mr. Brisson said there are lower development costs on the new lots and the committee would like to keep the price consistent with the other lots. Council Member Cummings stated that the size and price are standard as other lots in town.

A motion was made by Council Member Cummings, seconded by Council Member Kolpin and unanimously carried to approve the change order for Phase 1A in the amount of $246,241.40 subject to legal counsel review and to approve the allocation of the additional $200,000 funding.

**APPROVED PLANS AND SPECIFICATIONS, AUTHORIZED ADVERTISEMENT FOR BIDS - PHASE 2 JBS FIELD HOUSE AND RECREATION CENTER PROJECT FUNDED WITH LOCAL OPTION SALES TAX REVENUE**

Mr. Brisson said Council approved the Field House and Recreation Center project as part of the initial phase of the local option sales tax projects. Phase 2 of the project includes a 4,000 square foot office addition, parking and site improvements. The Field House Committee, including Council members Ernst and Kolpin have approved project design. The Advertisement for Bids would be in the May 26th and June 2nd editions of the Globe with the Bid Opening on Wednesday, June 16th at 2:00 p.m., a Special City Council meeting would occur the following week.

A motion was made by Council Member Kolpin, seconded by Council Member Ernst and unanimously carried to approve the plans and specifications and authorize bids for the Phase 2 JBS Field House project.

**SALES TAX PROJECT UPDATE**

Todd Wietzema, Public Works Director, stated the local option sales approved by the voters in the November 2018 referendum for Quality of Life amenities has generated $1,252,784.02 since it was initiated in January 2020. He explained the city receives an estimate from the Minnesota Department of Revenue six to eight weeks after the month end and issues final settlement about six weeks later.

The following projects have been completed to date:

- Ice Arena re-roof, Building and Equipment Improvements,
- Centennial Park Softball Field Outfield Fence,
- Centennial Park Playground,
- Centennial Park shelter,
- Centennial Park walk bridge.
- Pleasant Park Tennis Court Rehabilitation,
- Ludlow Park parking lot,
- Slater Park parking lot,
- Sunset Park boat ramp and driveway,
- Slater Park shelter/restroom, and
- Buss Soccer Field restroom.

Mr. Wietzema said the following projects are currently under construction or scheduled to begin

construction this summer:

- Chautauqua Park restroom,
- Chautauqua Park bandshell rehabilitation,
- Chautauqua Park All Inclusive Playground,
- Aquatic Center,
- 10th Street Plaza, and
- JBS Field House and Recreation Center

Mayor Kuhle asked where the bonding is at. Deb Olsen, Finance Director, said the $7,970,000 bond is for 15 years. The first interest only payment is due August 1st in the amount of $96,000. February 1st the first principal payment of 465,000 will be due.

**APPLICATION FOR ON-SALE BEER LICENSE - WORTHINGTON AREA YOUTH BASEBALL TABLED**

Mr. Brisson said an application for an On-Sale Beer license has been submitted by the Worthington Area Youth Baseball Association for the 2021 baseball season. The license period is May through August, 2021. All the required paperwork, fees and insurance certificate listing the City of Worthington as additional insured have been received.

Council Member Ernst asked what team games the beer would be sold at. Mr. Wietzema said he thought it was for the Jr. Legion, Legion and Cubs games but couldn't be one hundred percent sure and did not want to speculate.

Council agreed to table this until the City Council meeting on May 24th and have Jason Turner attend.

**APPROVED LAKE SHORE MARINA ADDITION**

Mr. Wietzema said Lake Shore Marina provided boat slip spaces last season that were rented out. The City charged them $500.00 annually. Six of the 8 slip spaces provided were rented out for the season. Lake Shore Marina wanted to provide 2 more slip spaces this year, but are not able to secure the necessary docks. The Marina is planning on purchasing additional docks for the 2022 season and would like to add as many additional slips possible.

Council Member Cummings said that he would be in favor of adding an additional 8 slips but would like another shore access added and keeping the fee the same as the first set of slips . Council members agreed that there is enough shore for the additional spaces and agreed that another shore access should be added.

A motion was made by Council Member Cummings, seconded by Council Member Kolpin and unanimously carried to approve the additional 8 slips at a cost of $500.00 and add another shore access.

## TRACY MEMORIAL SERVICE - INFORMATIONAL ITEM

Mr. Wietzema informed Council that staff has been working with representatives regarding an outdoor memorial service for Tom Tracy. He explained staff and the representatives agreed that the green space at Prairie View would be a suitable location and have talked with the Boy Scouts to address any concerns they may have. Mr. Tracy's representatives have agreed to purchase the necessary City Green Space Permit, and provide the City with a copy of the appropriate liability insurance. The Boy Scouts have agreed to allow this group to use their faculties as needed and in turn the memorial representatives have offered to make a financial donation to the Boy Scouts.

## ADJOURNMENT

The motion was made by Council Member Janssen, seconded by Council Member Cummings and unanimously carried to adjourn the meeting at 4:20 p.m.

Mindy L. Eggers MCMC
City Clerk

**Traffic and Safety Committee**
**Tuesday, May 25, 2021; 1:30 p.m.**
**Worthington Fire Hall**

In Attendance: Chris Heinrichs, Chris Kielblock, Dave Skog, Steve Schnieder

Staff in Attendance: Jeff Faragher, Jason Brisson, Matt Selof, Todd Wietzema, Meredith Vaselaar

Others Present: Cheniqua Johnson, Liltionia Wright

## A. CALL TO ORDER

Chris Hinrichs called the meeting to order at 1:30 p.m.

## B. APPROVAL OF MINUTES

Chris Kielblock made a motion to approve the minutes from the February 23, 2021, meeting; seconded by Josh McCuen. Motion passed unanimously.

## C. TRAFFIC AND SAFETY COMMITTEE BUSINESS: Darling Drive & Grand Avenue Intersection – Traffic Safety Concerns

Cheniqua Johnson, resident of Worthington, sent an email to the committee, detailing concerns about safety at the intersection of Darling Drive and Grand Avenue, and the general area around the movie theatre.

Johnson addressed the committee with her concerns: *"The area has no traffic signs, no crosswalks or marked bike path. There is no visual traffic control, although law enforcement has done some traffic monitoring in the area. Johnson explained that the area is residential with many families with children, there is a bus stop, as well as a proposed new apartment building, which will add many more residents to the area. Johnson expressed concerns, too, for safety of special needs adults, and others, that ride bicycles in the area."* Johnson said she observed traffic that appeared to be traveling at excessive speeds, and lamented the lack of signage. She continued: *Now, with the movie theater slated to open soon, I am concerned that traffic will increase and safety will become even more of an issue. I would like to see the problem addressed now, before the issue becomes worse."*

The committee members were in agreement that something needed to be done to control the traffic in the general area of Darling Drive and Grand Avenue. The concerns included speed of traffic along both roads and the speed of vehicles as they turn from

one street to another, as it is an uncontrolled intersection. The roads also see a significant amount of traffic that uses the route to avoid lights along Humiston Avenue/Hwy 59. There is a school bus stop in the area, with no signs indicating it is a bus stop. This could be a conflict point impacting both vehicle and pedestrian traffic. Steve Schnieder clarified the question of signage: Children at play signs are not used on roadways. Bicycle traffic signs are for bike routes on the roadway not for off-road bike paths and do not apply on Grand Avenue. They may not apply on Darling Drive, either. The suggested signing *(sic)* has not been determined to be beneficial for this location.

At some point, possibly this summer, the theater will open. Traffic to and from the theater is at the intersection of Darling Drive and Grand Avenue. Traffic will be greatly increased in that area, and a lot of traffic will be leaving the theater grounds and going either west onto Darling Drive or make a left turn onto Grand Avenue. There is a cul-de-sac at the east end of Darling Drive near Grand Avenue, which adds to traffic confusion. At the moment, with no stop signs, there is no clear indication as to how traffic should proceed with vehicles traveling to/from multiple directions.

The construction of a new apartment has been in discussion, which could be erected south of the theater and along Grand Avenue. The proposed multi-family complex has a possible entry/exit a short distance from the exit/entrance off Darling Drive and Grand Avenue to the theater.

Wietzema made a motion to add a stop sign at the north end of Grand Avenue, where it meets Darling Drive; seconded by McCuen. The motion passed unanimously.

## D. OTHER BUSINESS

New City Planner, Matt Selof, was introduced to the committee members.

Hinrichs asked Wietzema if the City had completed its crosswalk study. Wietzema said: “The traffic study was completed in December regarding crosswalks on Lake Avenue. Three crosswalks were identified to be signed and painted. Signs are ordered and will be installed as soon as possible. Painting will be done as time permits.”

## E. Adjournment

Kielblock made a motion to adjourn the meeting; seconded by Wietzema. Motion passed unanimously.

The meeting was adjourned at 2:09 p.m.

# WATER AND LIGHT COMMISSION MINUTES
# REGULAR MEETING
# MAY 17, 2021

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

Staff members present were Scott Hain, General Manager; Deb Scheidt, Secretary to the Commission

Others present: Elena Harmon

**AGENDA ADDITIONS/CLOSURE**

Scott Hain, General Manager, requested that Case Item #1, *Missouri River Energy Services Community Leader Award,* be moved to precede the Consent Agenda and that the electric, water and wastewater financials be removed from the agenda as there are corrections that need to be made. A motion was made by Commissioner Thompson, seconded by Commissioner Nixon and unanimously carried to close the agenda to include the requested changes.

**MISSOURI RIVER ENERGY SERVICES COMMUNITY LEADER AWARD**

Former Commissioner Mike Harmon was recognized as a recipient of the Missouri River Energy Services (MRES) Community Leader Award at the 56th MRES Annual Meeting on May 5, 2021. The award was presented to Elena Harmon.

Elena left the meeting following the presentation.

**CONSENT AGENDA APPROVED**

A motion was made by Commissioner Nixon, 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 May 3, 2021
- Staff reports for April 2021
- Utility bills payable totaling $459,790.25 for May 7 and May 14, 2021

**SALES REPORTS**

A motion was made by Commissioner Ernst, seconded by Commissioner Hayenga and unanimously carried to accept the sales reports for April 2021.

**CONSIDER HOUSING COMMITTEE RECOMMENDATION**

The Housing Committee, consisting of Council members Cummings and Ernst and Commissioners Nixon and Thompson, met on Monday, May 10, to consider an opportunity to expand Phase 1 of the Glenwood Heights Second Addition housing project.

The proposed expansion would extend Campbell Boulevard to the north to connect to the existing street and result in the creation of nine additional "move-up" sized lots. The proposed change order to the existing contract includes required earthwork and extension of watermain, sanitary sewer, storm sewer and the street. Based on unit prices in the existing contract, the change order would increase the contract price by $246,241.40. The additional work is proposed to be completed with no extension in current contract times. The estimated cost for additional engineering relating to the expansion is $45,000.

Based on development expenses incurred to date and anticipated expenses related to the completion of the current contract, the expanded Phase 1 would bring total expenses to approximately $3.3 million with Worthington Public Utilities' share being approximately $1,650,000. The Commission had previously committed up to $1,700,000 for the project.

Scott Hain, General Manager, noted that the original Phase 1 consisted of 28 lots (14 executive, 8 move-up and 6 villa). The proposed expanded Phase 1 would consist of 37 lots (14 executive, 17 move-up and 6 villa). When considering the style of lots, expanded Phase 1 would allow for an additional 4 full basement lots, 3 lookout lots and 2 walkout lots.

The unanimous recommendation of the Housing Committee was to approve the expansion of Phase 1 to include the completion of Campbell Boulevard and create nine additional lots, leave lot pricing as previously determined and approved, approve additional engineering expenses estimated to be $45,000 and to undertake the process to plat additional lots within the development.

A motion was made by Commissioner Hayenga, seconded by Commissioner Nixon and unanimously carried to formally concur with the Housing Committee recommendation and recommend City Council approval of the recommendation at their May 19, 2021, special meeting.

**CONSIDER CHANGE ORDER TO CONTRACT FOR DIAGONAL SHOP REMODELING PROJECT**

Scott Hain, General Manager, received a change order to the original contract for the Diagonal Shop Remodeling Project totaling $83,395, or 5.7% of the original contract price. The largest share of the change order is attributable to soil correction in the amount of $53,455. The change order would increase the contract price to $1,543,995.

A motion was made by Commissioner Thompson, seconded by Commissioner Ernst and unanimously carried to approve the change order to the contract for the Diagonal Shop Remodeling Project in the amount of $83,395 and authorize the General Manager to execute the change order.

**eRELIABILITY TRACKER ANNUAL BENCHMARKING REPORT**

Scott Hain, General Manager, reviewed some of the highlights of the eReliability Tracker 2020 Annual Report comparing Worthington Public Utilities' performance with the performance of 270 other public power utilities across the nation. The American Public Power Association (APPA) annually collects and compiles reliability data from its members through the eReliability Tracker system. The report was created from this data to assist utilities in their efforts to understand and analyze their electric system. Worthington Public Utilities significantly outperformed the national averages in the categories reported.

**COMMISSION COMMITTEE REPORTS**

There were no Commission Committee reports.

**GENERAL MANAGER REPORT**

Scott Hain, General Manager, reminded Commission members of the tour of the Lewis & Clark water treatment plant and wells on June 25, 2021. Commissioners Nixon and Weg will participate in the tour.

**ADJOURNMENT**

A motion was made by Commissioner Nixon, seconded by Commissioner Thompson and unanimously carried to adjourn the meeting at 4:07 P.M. President Weg declared the meeting adjourned.

Deb A. Scheidt
Secretary to the Commission

Minutes
Worthington Public Arts Commission
May 11, 2021
5:15 PM
Worthington City Hall

The meeting was called to order at 5:19 PM by Chair Cheryl Avenel-Navara with the following members in attendance: Brett Lehman, Larry Jansen, and Blake Regnier.

The minutes of the April 13, 2021 meeting were approved as submitted.

The necessity for summer meetings was added to the agenda.

The Financial Report was reviewed and accepted. Approximately $4500 remains available in this year's budget.

The following old business was discussed:

A reception for the dedication of the Kaplan Horse sculpture installed at the Event Center will be held on Saturday, June 19th from 11 AM to 1 PM. Invitations will be extended, and light refreshments will be available. The sculptor Arthur Norby will be present as will Mary Thompson's family. Invitations to city council members, The City Administrator, WPAC members, the Mayor, The Globe, the Nobles County Art Center (new director is Adriene and email address is noblearts407@gmail.com), Friends of the Auditorium, and KWOA. A thank you will be sent on behalf of the WPAC to Trish Mikle for her service as Director.

Jose Lamas and Heather Knigge were mentioned as possible new members. Also the new director (Adrienne) at the Art Center could be a new addition.

A sign has been approved for the Event Center/Kaplan Horse. Signs for Centennial Park and other art are still in discussion.

An update on the Pavilion/end of 10th St project was given. Projected completion date is July 1. There have been changes requested to the legacy grant for the art placed in this space.

The following new business was discussed:

Marthaler's Moters on Oxford St. has indicated an interest in having a mural painted on its building—on the wall facing Running's and incoming traffic on Oxford. Cheryl will check with Steve on requirements for approval by city.

A short discussion was held on the need for summer meetings. The June meeting will be held. July and August will be held if there is business to discuss.

Memorial Auditorium is beginning plans for the 21-22 season/events. A wooden clock sculpture is being proposed for the lobby in recognition of the commitment and time given to the Auditorium by volunteers (especially Vonna Leckband). The cost is between $5000 and $10,000. Brett wondered if the WPAC would be interested/able to contribute. Discussion was held.

Announcements—Cheryl mentioned the new quick grants from SMAC.

There being no further business to discuss, the meeting was adjourned at 6:09 PM by concensus.

Respectfully submitted
Cheryl Avenel-Navara and Blake Regnier

**CITY OF WORTHINGTON**
**LOCAL BOARD OF APPEAL / EQUALIZATION**
**April 29, 2021**

The meeting was called to order at 9:00 a.m. via conference call by Mike Kuhle with the following Members present: Larry Janssen, Amy Ernst, Chris Kielblock, Alain Kolpin, Chad Cummings. 9:04 a.m.

Staff present: Mindy Eggers, City Clerk.

Others present: Valerie Ruesch, Nobles County Assessor; Eric Skogquist, Contracted Assessor; John Meyer, Ben Puthoff and Linda Pospisil.

Mr. Meyer noted the City of Worthington received a 3.3382% residential annual time trend for the 2021 Assessment Year.

The 2021 Assessment Year began with reviews of properties that were viewed for the 2016 assessment. Adjustments and changes were made accordingly based on current information and from any changes that took place in the past 5 years. Each year 20% of the parcels are required to be viewed. Building permits are also reviewed.

There were 140 residential sales period of October 1, 2019 to September 30, 2020 that were reviewed for accuracy.

There were 140 residential arm length sales for the sales period of October 1, 2019 to September 30, 2020 that were used to make adjustments to areas of the town. The areas with double digit sales were Homewood Hills with 14 sales, Okabena Heights with 13 sales, Original Town with 12 sales, and Across From the Lake with 11 sales.

After viewing properties in 2020 for the 2021 assessment year, with all adjustments made to the City of Worthington residential properties and with an annual time trend of 3.3382% applied, the new sales ratio is 92.12%. The MN DOR requirement is to be at a ratio of 90% to 105%.

**Affected Map areas with increases:**

All map areas saw an adjustment of at least +l. Areas that saw larger increases were:

- Across From Lake - .1.08 to 1.11 (+3)

Range of increase 0% to 7% - With decreases in value - And increases over 10%

- Condo's Minus - .97 to 1.00 (+3)

Range of increase 0% to 4% - With decreases in value

- Condo's Plus -1.00 to 1.03 (+3)

Range of increase 0% to 3% -And increases over 10%

- Green Thumb -.87 to .92 (+5)

Range of increase 0% to 6% -With decreases in value -And increases over 10%

- Homewood Hills -.98 to 1.07 (+9)

Range of increase 0% to 10% -With decreases in value -And increases over 10%

- Lake Frontage -1.01 to 1.07 (+6)

Range of increase 0% to 6% -With decreases in value

- Okabena Heights-1.13 to 1.16 (+3)

Range of increase 0% to 10% -With decreases in value

- Original Town -.89 to 1.00 (+11)

Range of increase 0% to 10% -With decreases in value -And increases over 10%

- Outlying Rim Parcels -.82 to .90 (+8)

Range of increase 0% to 10% -With decreases in value -And increases over 10%

- Smith/Shells-1.00 to 1.05 (+5)

Range of increase 0% to 10% -With decreases in value -And increases over 10%

- Watland & Castlewood -1.00 to 1.03 (+3)

Range of increase 0% to 10% -With decreases in value -And increases over 10%

- West Shore -.95 to 1.00 (+5)

Range of increase 0% to 7% -With decreases in value

There are 3,553 "Residential" parcels in the City of Worthington. Out of these 12 "Map Areas" 1,602 parcels received an increase in property value. In the other 19 "Map areas" 834 parcels received an increase in property value which could have been a result of "New Construction", "Updated/Fixed Information" after being viewed and or having a "Map Area" increase.

Total "Residential" parcels receiving an increase in property value were 2,436 (69%).

Apartments

Apartments were all viewed in 2020. Over the past 5 years, small sample reports for apartments countywide have totaled 9 sales with a median at 80% assessed value to sale price. There was one qualified sale 25% higher than the assessed value in the City of Worthington which caused many apartments to receive 5-10% increases. Regionally, sales in this market are still strong sales.

Industrial

Industrial areas over the past year, have done better than commercial properties in general but with limited sales activity locally, value increases were held to the low single digits. Mini storage facilities are included in this category and continue to perform well.

Commercial

There were 3 commercial arms-length sales for the sales period October 1, 2019 to September 30, 2020 that were used to adjust areas of the town. This is not enough to create a stand-alone sales study according to the MN Department of Revenue. Historically assessed values for commercial properties have been below sale prices and in 2020 we almost received a state increase even after some substantial changes were made by the assessor's office. We have been working on improving the ratios over the past 5 years. However, even with limited sales activity it has been possible to see a few trends.

Generally Uptown properties remained steady. Storage buildings throughout all areas seem to be increasing in value. The lower end of the price spectrum has continued to be strong affecting Railroad and Downtown commercial properties. Worthington's downtown area is very strong compared to most county seats in the region and as a result sale prices continue to outpace assessed values. A portion of this area was physically reviewed in 2020 with the remaining due in 2021. Many properties in the areas viewed saw increases around 10% and appear likely to continue their strong performance in the year ahead.

Affected Map areas with increases:

Map Factors: Uptown - .88 to .90, Downtown - .69 to .71, Railroad - .70 to .74, Beltline - .81 to .85, Industrial - .63 to .65, Apartments - .88 to .89, Condo Storage Units - .71 to .72.

Appeals:

True Shine Truck Wash - 31-3803-000 -
Ron’s Repair - 31-3803-500 -
Worthington Travel Plaza - 31-3802-0000 -

Mark Thier stated he was present representing the three above businesses. He said the values are lower on each business this year compared to last but the taxes are higher. Mr. Meyer noted that the increase is because the land values were increased to $1.75 square foot this year compared to $1.50 per square foot last year.

A motion was made by Chad Cummings, seconded by Alaina Kolpin and unanimously carried to

make no change to True Shine Truck Wash.

A motion was made by Alaina Kolpin, seconded by Larry Janssen and unanimously carried to make no changes to Ron's Repair.

A motion was made by Larry Janssen, seconded by Amy Ernst and unanimously carried to make no change to the Worthington Travel Plaza.

Alvaro Chavez Chavez - 31-1242-000 - Mr. Chavez inquired about his valuation. Val Ruesch stated that the property was viewed in 2019 when it was sold. The property is not listed as homestead so he should stop in to the Assessor's office and take care of it.

A motion was made by Chad Cummings, seconded by Amy Ernst and unanimously carried to approve no changes for 904 Church Avenue.

Juan Robles Ramirez & Herlinda Buenrostro Dereobles - 31-2733-000 - Ms. Derobles inquired why her valuation had not increased as she has put in a new driveway and new flooring. Mr. Meyer stated that it is due to being on the schedule to be viewed in two years.

A motion was made by Amy Ernst, seconded by Chris Kielblock and unanimously carried to make no change to 1533 Clary Street.

David Bradford - 31-3264-000 - Mr. Bradford said he purchased the house in 2020 for $256,000.00. The valuation has come in at $326,800.00 and he feels it is too high because it needs a new septic system and feels it's below normal conditions. Mr. Meyer said it was inspected before he purchased it and so was aware of all the things it needed. Mr. Bradford said he thinks it is only worth what it was assessed last year. Mr. Meyer noted that there were larger increases in neighborhoods everywhere.

A motion was made by Chad Cummings, seconded by Alaina Kolpin and unanimously carried to make no change to 1350 S. Crailsheim Road.

Billy G. Hinrichs & Gerald L. Hinrichs - 31-1947-000 - The property is currently valued at $129,400.00. It was constructed in 1947 and has a 48 square foot framed shed. Staff is recommending the valuation be lowered from 129,400 to $129,300.

A motion was made by Chad Cummings, seconded by Larry Janssen and unanimously carried to lower the value to $129,300.00.

Pizza Hut - 31-3857-300 - Mr. Meyer said that staff is recommending that the valuation be lowered to $520,100.00. The kitchen has been pulled out of the building so it's essentially a restaurant

without a kitchen.

A motion was made by Amy Ernst, seconded by Alaina Kolpin and unanimously carried to lower the value from $576,200.00 to $520,100.00.

UJAM, Inc., Days Inn - 31-3888-000 - Staff is recommending that the valuation be lowered to $750,000 from $857,000 based on the extended period of below occupancy. They have been below occupancy for six years. The Days Inn has 36 rooms and they are valued at $14.541 per unit which would be $479,000. There have been a fair amount of sales in hotels to date that have sold for a fair to high price.

Larry Janssen said that he did not agree with the change. They have received funds from the CARES ACT funding and other hotels are not here asking for a change in their valuation. Larry Jansen made a motion to approve no change, motion died for lack of a second.

A motion was made by Chad Cummings, seconded by Amy Ernst to approve the recommended change of $750,000. Those voting in favor of the motion: Cummings, Ernst, Kielblock, Kolpin. Those voting against the same motion: Janssen. Motion passeed.

Family Video - 31-2851-000 - Staff stated the value is currently $616,200.00 and is recommending no change.

A motion was made by Chris Kielblock, seconded by Alaina Kolpin and unanimously carried to approve no change to Family Video.

**ADJOURNMENT**

A motion was made by Chad Cummings, seconded by Larry Janssen and unanimously carried to adjourn the meeting at 10:07 a.m.

Mindy L. Eggers
City Clerk

**E.O. OLSON TRUST FUND COMMITTEE MINUTES**
**April 22, 2021**

The meeting was called to order by Chairman Jack Sliver at 8:00 A.M. in the City Hall Council Chambers with the following members present: Don Linssen, Bob Demuth, Jr., Deb Weg, and Mike Kuhle.

Others Present: Julie Buntjer, Daily Globe and Dan Livdahl

City Staff Present: Mindy Eggers, Secretary.

## APPROVAL OF MINUTES

A motion was made by Bob Demuth Jr., seconded by Mike Kuhle to approve the minutes of the May 8, 2019 meeting as presented. Motion carried.

## POTENTIAL PROJECTS

Dan Livdahl presented information on carp population control and what has been done in the last couple of years. Lake Okabena has a large population of Buffalo fish along with the carp. Mr. Livdahl said there are currently 35 tagged carp in the lake. An on ice sein was done in February with only 59 carp being caught. Mr. Livdahl explained that when oxygen levels are high there is not a high success rate in catching fish. There is also another seining planned for this fall with the hope that more carp can be captured.

Mr. Livdahl stated other removal strategies will need to be explored to remove a larger number of carp. Some options include: blocking adult carp from spawning areas in Sunset Bay to limit and make it harder for carp to reproduce and explore alternatives to capture and remove carp in Sunset Bay. He said obtaining feedback from citizens and the general public would be important if removal options were pursued in Sunset Bay.

Todd Wietzema, Public Works Director, said that fall seigning is better than doing it in the winter and he has spoken with Scott Deslauriers who is willing to come back in the fall and try it again. Mr. Livdahl stated in working with Wenck & Associates most of the funds have been used for carp tracking and the barrier that was installed going into the college ponds. Mr. Livdahl stated that the cheapest option is seigning.

Mr. Livdahl said the E.O. Olson Trust had allocated $37,500 and to date $35,000 has not been spent. The E.O. Olson Board agreed to have Mr. Livdahl request the remaining $35,000 in funding as a one time payment and set up a seperate account for the continued carp program.

Todd Wietzema, Public Works Director, said there are currently many park projects being done throughout the city. The Sunset Boat Ramp is one of the improvements that is being focused on. Mr. Wietzema explained with the size and number of boats that use this boat ramp, the City, along with the Lake Okabena Association and the SW MN Fishing Club would like to add 2 continuous concrete ramps, 45 feet from the existing concrete out into the water. Staff feels this would keep the bottom of the existing ramps from being moved away from the edges of the ramp

causing drop-offs, which can cause damage to the users' trailers. Members discussed if this was directly related to water quality. Chairman Sliver asked for a motion but received none.

Mr. Wietzema also brought up adding a fishing pier in Olson Park. Members agreed this was not part of the water quality mission of the Trust Fund. Chairman Sliver asked for a motion but received none.

**OTHER BUSINESS**

The Trust Board asked Steve Robinson, City Administrator, to join the meeting. Chairman Sliver asked if there was any plans for the outlet/dam. Mr. Robinson said that staff is aware that it is in need of work but to date there have not been any conversations with an Engineer or the Corp of Engineers. Don Linssen asked what the long term plans for the lake were. Mr. Robinson stated that the lake is one of the projects that will be part of the half cent sales tax. Six million dollars has been earmarked for lake projects. Mr. Robinson stated that the project is 3-5 years down the road. He said that staff needs to research the details of what would be needed concerning the dam before anything could be pursued. The Trust Board members agreed the dam project is an important component to the lake.

A motion was made by Mike Kuhle, seconded by Bob Demuth, Jr. and unanimously carried to commit $92,780.36 to the City for the dam project.

**ADJOURNMENT**

A motion was made by Don Linssen, seconded by Mike Kuhle, and unanimously approved to adjourn the meeting at 9:13 a.m.

Mindy Eggers, MCMC
Secretary

**ECONOMIC DEVELOPMENT AUTHORITY MEETING**
**CITY HALL COUNCIL CHAMBERS**
**April 12, 2021**

The Economic Development Authority meeting was called to order at 6:45 p.m. by Chairman Mike Kuhle with the following members present: Chris Kielblock, Amy Ernst, Randy Thompson, Chad Cummings, Alaina Kolpin and Larry Janssen.

Staff present: Jason Brisson, Assistant City Administrator/Director of Economic Development; Steve Robinson, City Administrator; Nate Grimmius, Police Captain; Troy Appel, Police Chief; Pat Shorter, Assistant Fire Chief; Todd Wietzema, Public Works Director; Jeffrey Flynn, Flynn Law Office; Jeff Faragher, Acting Engineer; Mindy Eggers, Secretary to the Authority.

Others present: Ryan McGaughey, The Globe (6:47 p.m.).

## AGENDA ADDITIONS/CHANGES AND CLOSURE

A motion was made by Chris Kielblock, seconded by Chad Cummings and unanimously carried to approve the agenda as presented.

## CONSENT AGENDA APPROVED

The motion was made by Chad Cummings, seconded by Randy Thompson and unanimously carried to approve the consent agenda which included the EDA minutes of March 23, 2021.

## TWO PERCENT LOAN PROGRAM SUBCOMMITTEE RECOMMENDATION (KRISTINA AND MATTHEW SCHLICHTE)

Jason Brisson, Assistant City Administrator/Director of Economic Development, explained Kristina and Matthew Schlichte have operated a salon business, Primp Salon, in downtown Worthington at 924 Fifth Avenue for approximately five years. During that time, they have rented their salon space from David Stenzel. Recently they were presented with the option to purchase the property and have since purchased both the commercial buildings located at 922 and 924 Fifth Avenue. There are approximately $55,000.00 in improvements to prepare the building to accommodate their full business plan. The applicant will be renting the building at 922 to a tenant who will operate a boutique. The applicant will continue operating their current salon business out of the 924 building and will rent three cosmetology chairs, one esthetician chair, and a massage space out of this building.

Mr. Brisson said United Prairie Bank is the primary lender on their project and has capped their contribution at 80% of the appraised value of the building. The applicant is contributing approximately 24.3% of total development cost into the project. The EDA staff have received a loan request from Matthew and Kristina Schlichte for the remaining $59,000.01 of the total development costs. Based on the parameters of the Two Percent Loan program, the maximum participation amount for the EDA will be $24,282.02. This represents 1-to-1 assistance for the eligible improvements to the building that will be matched by the United Prairie funds for the project. The

Worthington Economic Development Corporation (WREDC) will be borrowing the reamining development costs in the amount of $34,717.99.

Mr. Brisson said that the EDA will be in third mortgage position. Chad Cummings and Randy Thompson stated that they have a very solid business plan and adequate cash flow. Chris Keilblock stated that some construction has already been done because of timing issues but the equity is there.

A motion was made by Chad Cummings, seconded by Randy Thompson and unanimously carried to move forward with the Two Percent Loan Program Subcommittee recommendation for Kristina and Matthew Schlichte.

**ADJOURNMENT**

The motion was made by Chad Cummings, seconded by Randy Thompson and unanimously carried to adjourn the meeting at 6:55 p.m.

Mindy L. Eggers
Secretary to the Authority

CAL Committee Minutes
Date: April 12th 2021
Time: 9 am
Place: Zoom Video Conference

Present: Bernice., Tom N., BobM., Terri J., Janet S., Mary L., and Kris Hohense
Absent: KarenF., Mike F., Dick S., Diana E., Meredith D.( currently on maternity leave)

Welcome and to Call to Order: Mary called the meeting to order at 9:05 am

Approval of Minutes: The group approved the minutes of Feb.8th

Introductions: Mary notified the group of Mike Harmon's death in March. She asked for introductions and thoughts of Mike. All the members expressed their sympathy and how much he will be missed. Individual members stated how they knew him. Comments were given concerning how he was a supporter of the CAL, was responsive to ideas, positive individuals and a gentle spirit. The city council had not decided on his replacement at the time of the meeting.

Mary also informed the group that Meredith gave birth to a baby boy , Liam on Feb.22nd. Kris will be filling in her place.

New Business:

Mary and Kris gave information concerning the operating guidelines . At a previous board meeting, the topic of attendance was brought up. The city's Bylaw's includes an attendance policy for all city committees. Due to this, no change needs to be made in the guidelines. Board members will receive both the City Bylaws ( pertaining to it) and the CAL Operating Guidelines.

A discussion on the reopening of the Cal was held. Mary stated a soft re-opening was done this month with a date of April19th for the official re-opening. Mary and Kris shared that CAL will follow the guidelines set by the Governor. Social distancing of 6 feet, masking and registering will be required for some activities. The building has a 50% capacity or 250 people. However specific areas also have a capacity limit, e.g. the front is limited to 24 people. No food or beverages are allowed except for hydration when exercising. Mary will be enforcing the guidelines. The CaL can only sponsor educational programs. Social activities must be set up by members themselves. There is no change in the regulations if all social group members are vaccinated.

While reservations are needed for pickle ball, it is encouraged that members call or email Mary if coming to the center. Members need to sign in. This helps with capacity limit and contact tracing if needed.

Presently the pickle ball group, stitch group, exercise group and the Kiwanis Thurs morning group are meeting at the center. The Kiwanis are doing a hybrid meeting. Mary is observing to see how that works and if it would work with CAL activities.

Other Business:

It was brought up if the board will continue to meet by zoom or in person. Mary will contact individual board members to see their preference.

Mary also stated that when it rains, the roof leak and different areas of the building are wet. She stated the roof has been repaired in spots. Currently there is an area at the base of the steps that are wet. This is a safety concern. She will have a rug/ matt that allows the water to drain thru. The city is doing inspections on all their buildings. The roof will need to be replaced but not sure when.

Members are encouraged to spread the news that the CAL is re-opening and members should try to start social groups'.

Director's Report: individual board members need to review report as sent by email.

Topics for Next Month: none noted

Adjournment: adjourned at 9:57 am

Submitted by Janet Slater

**ADMINISTRATIVE SERVICES MEMO**

**DATE:** **JUNE 11, 2021**

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

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

## CONSENT AGENDA CASE ITEMS

### 1. APPLICATION TO BLOCK STREET(S) - WORTHINGTON AREA CHAMBER OF COMMERCE AGRIBUSINESS COMMITTEE

The Worthington Area Chamber of Commerce Agribusiness Committee has submitted an application to block the following streets from 3:00 p.m. to 10:00 p.m. on Tuesday, July 20, 2021 for their 2021 Farm to Table Event:

10th Street - between Second Avenue and Third Avenue

A map of the street closure is included as ***Exhibit 1.*** Michael Daley has been designated as the Safety Officer for the event. The required insurance certificate has also been received.

Council action is requested on the Application to Block Streets for the 2021 Farm to Table.

### 2. APPLICATION FOR TEMPORARY ON-SALE LIQUOR LICENSE - WORTHINGTON AREA CHAMBER COMMERCE

The Worthington Area Chamber of Commerce has submitted an application for a Temporary On-Sale Liquor License (included as ***Exhibit 2***) for their 2021 Farm to Table event on Tuesday, July 20, 2021. All the required paperwork, fees and insurance certificate naming the City of Worthington as additional insured have been received.

Council action is requested on the application for Temporary On-Sale Liquor License from the Worthington Area Chamber of Commerce.

## CASE ITEMS

### 1. CITY PLANNING AND ZONING APPLICATION (WORTHINGTON HRA)

The City's Housing and Redevelopment Authority (HRA) has expressed interest in purchasing two of the planned residential lots in the recently approved Cecilee Addition to construct market rate housing. The HRA is interested in purchasing:

Lot 2, Block 2 and Lot 1, Block 3 to construct two two-family homes. A draft concept plan for the development as currently proposed is shown in ***Exhibit 3A***. To accommodate the proposed development, the HRA will require the property to be rezoned from its current 'R-2' - One Family, Low Density District zoning designation, intended to preserve, create, and enhance areas for single family dwellings; both detached and attached (townhouses), to an 'R-4' - Medium Density Residential District designation, intended to encourage the gradual succession of land use in the older areas of the community and to encourage redevelopment of blighted or underutilized parcels.

As shown in Exhibit 1B, the City's Planning and Zoning application requires a signature from the property owner. Since the City currently owns the property, the Mayor must execute the application after being authorized by the City Council to do so. Council is requested to consider authorizing the Mayor to execute the HRA's application shown in ***Exhibit 3B*** for consideration by the City Planning Commission at its July 6, 2021 regular meeting.

**2. THIRD READING PROPOSED ORDINANCE TO AMEND TITLE XV OF THE CITY CODE OF THE CITY OF WORTHINGTON, NOBLES COUNTY, MINNESOTA TO REZONE THE PROPERTY FROM "R-1" - ONE FAMILY DETACHED AND "R-2" - ONE FAMILY, LOW DENSITY DISTRICT ZONING TO A PUD DISTRICT #14**

Pursuant to published notice this is the time and date set for the third reading of a proposed ordinance to Amend Title XV of the City Code of the City of Worthington, Nobles County, Minnesota to Rezone the Property from "R-1" - One Family Detached and "R-2" - One Family, Low Density District Zoning to a PUD District #14

A complete copy of the ordinance was provided in your May 10, 2021 Council Agenda.

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

**3. ACCEPTANCE OF DONATION - CENTER FOR ACTIVE LIVING**

Barbara Baumgard has generously donated $435.00 to the Center for Active Living.

Council action is requested to adopt a resolution ***(Exhibit 4)*** accepting the $435 donation.

**4. ASSESSMENT CHALLENGE - PARCELS 20-0171-000 AND 31-0688-000**

At the request of the property owners, the City annexed approximately 30 acres located in the northwest quadrant of the County Road 57 and Highway 59/60 intersection. The annexation occurred in January 2018 and led to the development of a gas station and truck

stop with another 25 acres available for future commercial development. With annexation, the City was required to extend utility services to the parcel which included extending sanitary sewer approximately 1,000 feet and water approximately 2,600 feet. Per City policy, benefitting property owners are assessed for infrastructure improvements.

Along with the new development area, parcels 20-0171-000 and 31-0688-000, owned by the same party, benefitted from the utility improvements and were subject to assessment. Assessments on those parcels in accordance with the City's policy was as follows:

| | | |
|---|---|---|
| 20-0171-000 | Water: | $12,320.90 |
| | Sanitary Sewer: | $20,774.41 |
| 31-0688-000 | Water: | $28,767.45 |
| | Sanitary Sewer: | $16,543.65 |
| | Total Assessments: | $78,406.41 |

The assessments for the aforementioned parcels were challenged by the Owner in that they exceed the special benefit. In other words, the assessment exceeds the increase in market value benefit derived from the utility improvement.

The City sought guidance from legal counsel who advised seeking an appraisal to judge if the assessment exceeded the special benefit. The appraiser issued an informal opinion that the assessment did exceed the increase in market value from 25% to 50%. The appraiser recommended that the City negotiate with the challenging property owner to arrive at a mutually agreeable assessment.

City Council authorized legal counsel to negotiate acceptable terms at the meeting on August 24, 2020 offering a reduction of up to 50% of the total assessment ($39,203.00). The City received a counter offer from the property owner's representative for $34,203.00 (43.6% of the original assessment), which was $5,000.00 less than the City's attorney was authorized to accept.

Council is requested to consider the accepting the property owner's offer of $34,203.00, requesting acceptance of the original offer of $39,203.00, or, submitting a revised counter offer.

## 5. TERMINATING LOCAL EMERGENCY ORDER

City Council passed a resolution declaring a local emergency at the March 23, 2020 meeting due to the COVID-19 pandemic in accordance with Minnesota Statute 12.29.

Council is requested to terminated the Local Emergency by passing the resolution included in ***Exhibit 5.***

## 6. RESCIND GLENWOOD HEIGHTS 2ND ADDITION ASSESSMENT COLLECTION PROCESS

A hearing was held at the June 11, 2020 city council meeting to consider approval of the project feasibility report for the Glenwood Heights Second Addition storm sewer, water, sanitary sewer and street improvements and order preparation of plans and specifications. Council approved Staff's recommendation and passed resolutions 2020-06-32 and 2020-06-33.

These resolutions included initiating the assessment procedure in accordance with Minnesota Stature 429 so that eligible costs could be assessed to benefitting properties in accordance with City policy. The resolution also declared the City's intent to reimburse itself for the cost of the improvements from proceeds of tax-exempt bonds.

Subsequently, City Council and the Water & Light Commission, following the recommendation of the Joint Housing Committee, made the decision to sell the housing lots at prices that included all infrastructure costs thereby eliminating the need to proceed with the assessment collection process. In addition, costs for developing the subdivision will paid with City and Water & Light reserves and not from proceeds of tax-exempt bonds.

Council is requested to approve the resolution in ***Exhibit 6*** rescinding the assessment collection process and intent to fund the improvements from proceeds of tax-exempt bonds.

## 7. DESIGNATION OF OFFICIAL CITY REPRESENTATIVE TO CUERO, TEXAS FOR 2021 TURKEY FEST AND AUTHORIZATION FOR REIMBURSEMENT OF EXPENSES

Turkey Fest is scheduled for October 8th -10th, 2021, the travel dates tentatively will be October 7th to Cuero and October 10th back to Worthington. Section 4.17 of the Worthington City Charter *Historical Partnerships*, provides that "Council may authorize expenditures for one or more designated City officials to serve as official City of Worthington representatives to Crailsheim Germany, Cuero, Texas, and such other destinations that have a historical partnership/significance to the City." Mayor Kuhle represented the City of Worthington in Cuero in 2019.

**Council action is requested** to designate an official representative to Cuero, Texas in October 2021, and to authorize reimbursement of his/her expenses

**8. CITY OF WORTHINGTON AND NOBLES COUNTY MEMORANDUM OF UNDERSTANDING - COST SHARING FOR RECONSTRUCTION OF CSAH 35 (OXFORD STREET) FROM McMILLAN STREET TO TRUNK HWY 59 (HUMISTON AVENUE)**

Oxford Street (CSAH 35) between McMillan and Humiston is scheduled for reconstruction in 2022. The MOU, attached as ***Exhibit 7***, identifies the "Service Relationship" and "Equitable Cost Sharing" between the City of Worthington and Nobles County in the delivery of this project.

Council is requested to approve the MOU contingent upon approval by the Nobles County Board of Commissioners.

**9. OWNER'S CONSTRUCTION REPRESENTATIVE PROFESSIONAL SERVICES AGREEMENT - WORTHINGTON AQUATICS CENTER**

The City of Worthington awarded the construction contract for the new outdoor aquatics center to Tri-State Construction on June 1, 2021. It is Staff's recommendation to contract with an experienced and qualified Owner's representative to provide on-site observation during construction to ensure compliance to the plans and specifications and act on behalf of the City's interests.

Staff solicited a proposal, included as ***Exhibit 8,*** from Jorge Lopez of Lopez Enterprises, LLC to perform these services on an hourly basis for a fee not to exceed $48,000.00. Construction is scheduled to begin in June with substantial completion in early July 2022.

It is Staff's recommendation to approve the attached agreement with Lopez Enterprises and authorize the Mayor and Clerk to execute the agreement.

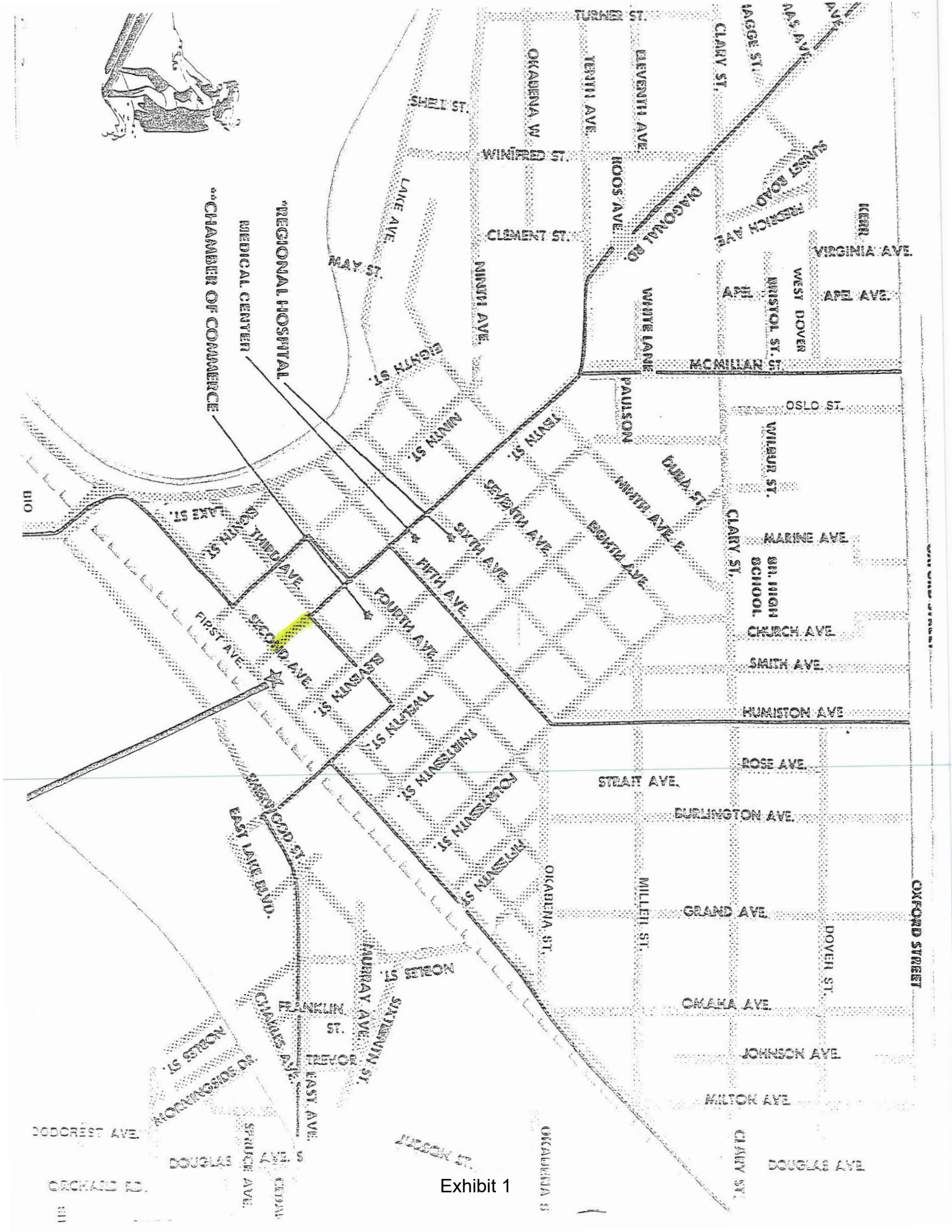

TURNER ST.
CLARY ST.
OKABENA W
TENTH AVE.
ELEVENTH AVE
SHELL ST.
WINIFRED ST.
ROOS AVE.
DIAGONAL RD.
SUNSET ROAD
FREDRICH AVE
KERR
VIRGINIA AVE.
LAKE AVE.
CLEMENT ST.
MAY ST.
NINTH AVE.
WHITE LANE
APEL
BRISTOL ST.
WEST DOVER
APEL AVE.
"REGIONAL HOSPITAL
MEDICAL CENTER
"CHAMBER OF COMMERCE
EIGHTH ST.
MCMILLAN ST.
PAULSON
OSLO ST.
NINTH ST.
TENTH ST.
WILBUR ST.
DUBA ST.
NINTH AVE. E
SEVENTH AVE.
EIGHTH AVE.
LAKE ST.
EIGHTH ST.
THIRD AVE.
SIXTH AVE.
CLARY ST.
MARINE AVE.
BR. HIGH SCHOOL
FIFTH AVE.
FOURTH AVE.
FIRST AVE.
SECOND AVE.
CHURCH AVE.
SMITH AVE.
ELEVENTH ST.
TWELFTH ST.
HUMISTON AVE
THIRTEENTH ST.
ROSE AVE.
STRAIT AVE.
FOURTEENTH ST.
BURLINGTON AVE.
SHERWOOD ST.
EAST LAKE BLVD.
FIFTEENTH ST.
OKABENA ST.
MILLER ST.
GRAND AVE.
OXFORD STREET
DOVER ST.
MURRAY AVE.
NOBLES ST.
FRANKLIN ST.
CHARLES AVE.
SIXTEENTH ST.
OMAHA AVE.
TREVOR
JOHNSON AVE.
NOBLES ST.
MORNINGSIDE DR.
EAST AVE.
MILTON AVE.
DODOREST AVE.
SPRUCE AVE.
JUDSON ST.
OKABENA ST.
CLARY ST.
DOUGLAS AVE.
DOUGLAS AVE. S
ORCHARD RD.

Exhibit 1

Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 222, St. Paul, MN 55101
651-201-7500 Fax 651-297-5259 TTY 651-282-6555

# APPLICATION AND PERMIT FOR A 1 DAY TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE

| Name of organization | Date organized | Tax exempt number |
|---|---|---|
| Worthington Area Chamber of Commerce | May, 1939 | |

| Address | City | State | Zip Code |
|---|---|---|---|
| 1121 Third Ave | Worthington | MN | 56187 |

| Name of person making application | Business phone | Home phone |
|---|---|---|
| Michael Daley | 507-372-2919 | |

Date(s) of event: Tuesday, July 20, 2021

Type of organization: ☐ Club ☐ Charitable ☐ Religious ☒ Other non-profit

| Organization officer's name | City | State | Zip Code |
|---|---|---|---|
| Dana Oberloh | Worthington | MN | 56187 |
| Michael Daley | Worthington | MN | 56187 |
| | | MN | |
| | | MN | |

Location where permit will be used. If an outdoor area, describe.

10th Street, Downtown Worthington, between 2nd Ave & 3rd Ave

Rain location: Worthington Fire Hall, 830 2nd Ave

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

Nickel & Associates Insurance Agency

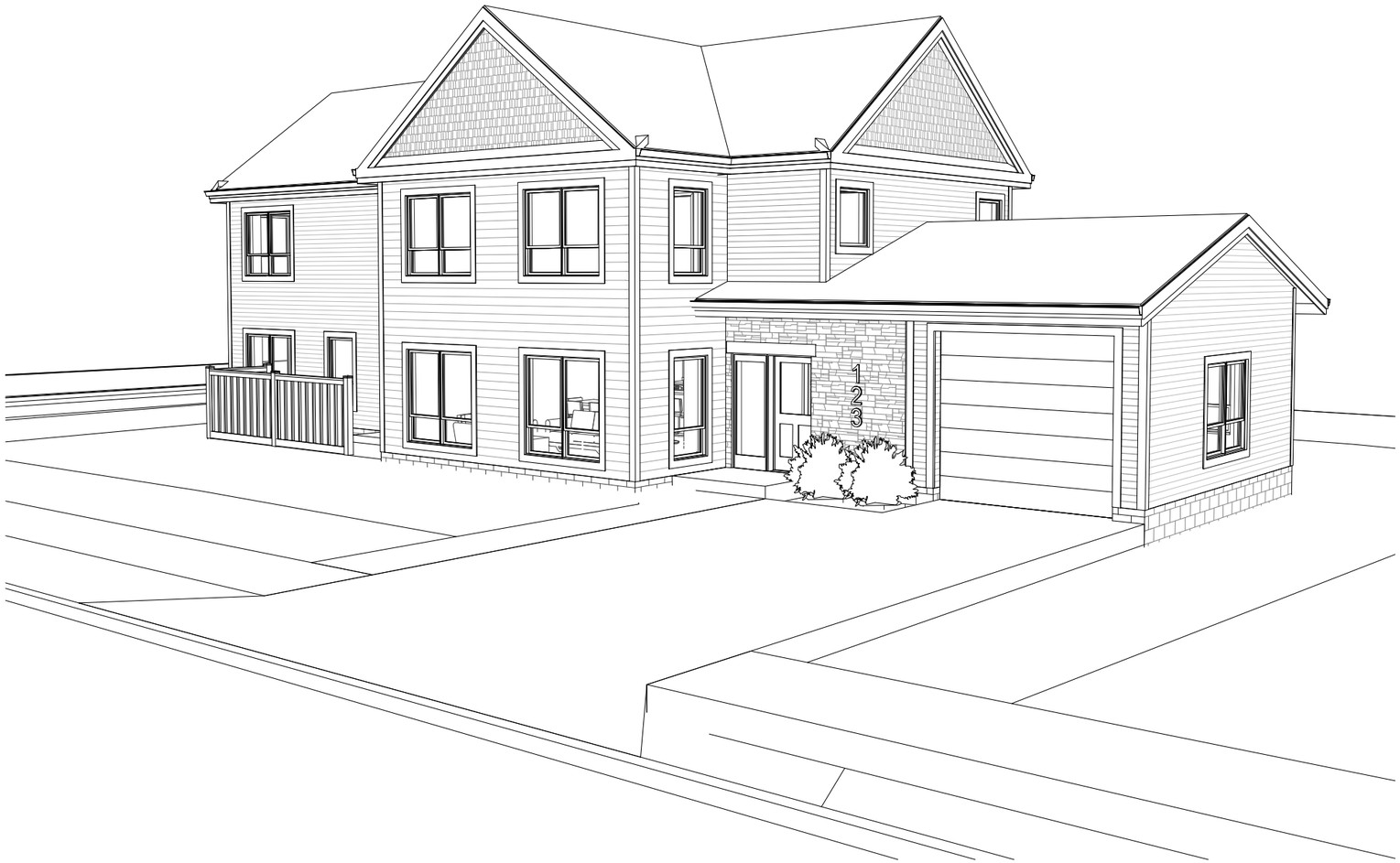
## APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

| | |
|---|---|
| City or County approving the license | Date Approved |
| Fee Amount | Permit Date |
| Date Fee Paid | City or County E-mail Address |
| | City or County Phone Number |
| Signature City Clerk or County Official | Approved Director Alcohol and Gambling Enforcement |

CLERKS NOTICE Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.
PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US




3D VIEW

# Z900

MILLER HANSON architects

**218 WASHINGTON AVE N**
**SUITE 230**
**MINNEAPOLIS, MN 55401**

**612-332-5420**
**www.millerhanson.com**

## WORTHINGTON DUPLEXES

**CECILEE ST**
**WORTHINGTON, MN**

Exhibit 3A

| | |
|---|---|
| Scale | |
| Project number | 2104 |
| Date | MAY 28, 2021 |
| Drawn by | AF |
| Checked by | KS |

© 2021 Miller Hanson Architects

# CITY OF WORTHINGTON PLANNING AND ZONING

## APPLICATION FORM

Note to applicant: This is a comprehensive application form. You only need to complete those items related to your type of development. All items must be completed prior to acceptance of the application.

NAME OF APPLICANT Worthington HRA PHONE 507-376-3655

ADDRESS 819 10th Street CITY Worthington STATE MN ZIP 56187

LEGAL DESCRIPTION OF THE PROPERTY Lot 2, Block 2, Cecilee Addition Lot 1, Block 3, Cecilee Addition - City of Worthington

BRIEF DESCRIPTION OF REQUEST Request to Have Lot 2, Block 2, and Lot 1, Block 3 - Rezoned to R-4 for Building Duplex on each of the Lots.

(attach additional sheets if necessary)

| TYPE OF APPLICATION | | FEE | REQUIRED SUBMITTALS (See reverse side.) |
|---|---|---|---|
| PRELIMINARY PLAT | ____ | $150 +$2 PER LOT | 3 |
| REZONING | X | $200 +$1 PER ACRE* | 1 |
| ZONING TEXT CHANGE | ____ | $200* | 7 |
| CONDITIONAL USE PERMIT | ____ | $200* | 4 |
| VACATION OF PUBLIC WAY | ____ | $75* | 5 |
| PLANNED UNIT DEVELOPMENT | ____ | $350* | 1,3,4 |
| AMENDED P.U.D. | ____ | $150* | 1,3,4 |
| VARIANCE | ____ | $200* | 2,4 |
| ADMINISTRATIVE APPEAL | ____ | $30 | 6 |
| APPEAL | ____ | $30 | 6 |
| VACATE EASEMENT NON-PLATTED | ____ | $25* | 8 |
| VACATE EASEMENT PLATTED | ____ | $100* | 8 |

**A recording fee of $46.00 (plus $1.00 per page over 15) is required when the application is submitted; payable to Nobles County Recorder. If application is denied, the recording fee will be refunded.*

**I hereby certify that the information and exhibits herewith submitted are true and correct to the best of my knowledge.**

Randy Thompson
Applicant's Name (Please Print)

WORTHINGTON HOUSING & REDEVELOPMENT AUTHORITY
819 TENTH STREET
WORTHINGTON, MN 56187
Owner's Name (Please Print)

Randy Thompson Executive Director
Applicant's Signature

Owner's Signature

(the following items will be completed by City staff)

DATE FILED 6-8-21 FEE PAID $ 200 RECEIPT NO. 35124 PARCEL NO. 31-3845-000

Exhibit 3B

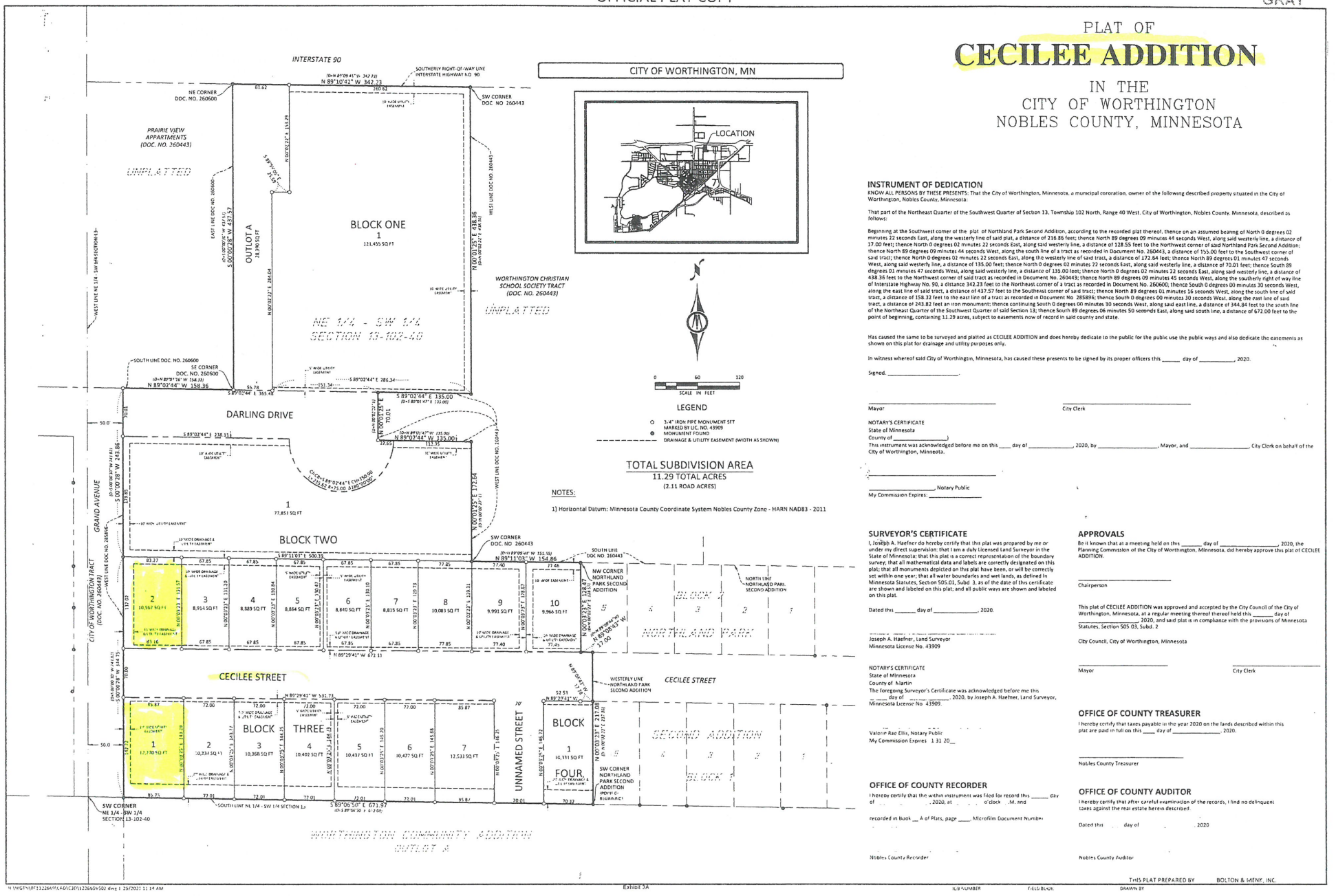
Co. Record's Fee $46 (Check # 6128)

Zoning Application - Item 1
6-8-2021 Rezoning Request

WGTM HRA - Applicant

OFFICIAL PLAT COPY

GRAY




PLAT OF

# CECILEE ADDITION

IN THE
CITY OF WORTHINGTON
NOBLES COUNTY, MINNESOTA

## INSTRUMENT OF DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Worthington, Minnesota, a municipal corporation, owner of the following described property situated in the City of Worthington, Nobles County, Minnesota:

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

Beginning at the Southwest corner of the plat of Northland Park Second Addition, according to the recorded plat thereof, thence on an assumed bearing of North 0 degrees 02 minutes 22 seconds East, along the westerly line of said plat, a distance of 216.86 feet; thence North 89 degrees 09 minutes 44 seconds West, along said westerly line, a distance of 17.00 feet; thence North 0 degrees 02 minutes 22 seconds East, along said westerly line, a distance of 128.55 feet to the Northwest corner of said Northland Park Second Addition; thence North 89 degrees 09 minutes 44 seconds West, along the south line of a tract as recorded in Document No. 260443, a distance of 155.00 feet to the Southwest corner of said tract; thence North 0 degrees 02 minutes 22 seconds East, along the westerly line of said tract, a distance of 172.64 feet; thence North 89 degrees 01 minutes 47 seconds West, along said westerly line, a distance of 135.00 feet; thence North 0 degrees 02 minutes 22 seconds East, along said westerly line, a distance of 70.01 feet; thence South 89 degrees 01 minutes 47 seconds West, along said westerly line, a distance of 135.00 feet; thence North 0 degrees 02 minutes 22 seconds East, along said westerly line, a distance of 438.36 feet to the Northwest corner of said tract as recorded in Document No. 260443; thence North 89 degrees 09 minutes 45 seconds West, along the southerly right of way line of Interstate Highway No. 90, a distance 342.23 feet to the Northeast corner of a tract as recorded in Document No. 260600; thence South 0 degrees 00 minutes 30 seconds West, along the east line of said tract, a distance of 437.57 feet to the Southeast corner of said tract; thence North 89 degrees 01 minutes 16 seconds West, along the south line of said tract, a distance of 158.32 feet to the east line of a tract as recorded in Document No 285896; thence South 0 degrees 00 minutes 30 seconds West, along the east line of said tract, a distance of 243.82 feet an iron monument; thence continuing South 0 degrees 00 minutes 30 seconds West, along said east line, a distance of 344.84 feet to the south line of the Northeast Quarter of the Southwest Quarter of said Section 13; thence South 89 degrees 06 minutes 50 seconds East, along said south line, a distance of 672.00 feet to the point of beginning, containing 11.29 acres, subject to easements now of record in said county and state.

Has caused the same to be surveyed and platted as CECILEE ADDITION and does hereby dedicate to the public for the public use the public ways and also dedicate the easements as shown on this plat for drainage and utility purposes only.

In witness whereof said City of Worthingtin, Minnesota, has caused these presents to be signed by its proper officers this _____ day of _____, 2020.

Signed. _____.

_____ Mayor

_____ City Clerk

NOTARY'S CERTIFICATE
State of Minnesota
County of _____
This instrument was acknowledged before me on this ____ day of _____, 2020, by _____, Mayor, and _____, City Clerk on behalf of the City of Worthington, Minneota.

_____ Notary Public
My Commission Expires: _____

## SURVEYOR'S CERTIFICATE

I, Joseph A. Haefner do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 2020.

_____
Joseph A. Haefner, Land Surveyor
Minnesota License No. 43909

NOTARY'S CERTIFICATE
State of Minnesota
County of Martin
The foregoing Surveyor's Certificate was acknowledged before me this _____ day of _____, 2020, by Joseph A. Haefner, Land Surveyor, Minnesota License No. 43909.

_____
Valerie Rae Ellis, Notary Public
My Commission Expires 1 31 20__

## APPROVALS

Be it known that at a meeting held on this _____ day of _____, 2020, the Planning Commission of the City of Worthington, Minnesota, did hereby approve this plat of CECILEE ADDITION.

_____ Chairperson

This plat of CECILEE ADDITION was approved and accepted by the City Council of the City of Worthington, Minnesota, at a regular meeting thereof thereof held this _____ day of _____, 2020, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2

City Council, City of Worthington, Minnesota

_____ Mayor

_____ City Clerk

## OFFICE OF COUNTY RECORDER

I hereby certify that the within instrument was filed for record this _____ day of _____, 2020, at _____ o'clock ___.M. and recorded in Book __ A of Plats, page ____ Microfilm Document Number _____

_____ Nobles County Recorder

## OFFICE OF COUNTY TREASURER

I hereby certify that taxes payable in the year 2020 on the lands described within this plat are paid in full on this ____ day of _____, 2020.

_____ Nobles County Treasurer

## OFFICE OF COUNTY AUDITOR

I hereby certify that after careful examination of the records, I find no delinquent taxes against the real estate herein described.

Dated this ____ day of _____, 2020

_____ Nobles County Auditor

THIS PLAT PREPARED BY BOLTON & MENK, INC.

H:\WGTN\DT\122669\CAD\C3D\122665V302.dwg 1/29/2021 11:14 AM

Exhibit 3A

H.B. # LUMBER FIELD BOOK DRAWN BY

Exhibit 3B-2

**RESOLUTION NO. _____**

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

WHEREAS, the City of Worthington has been notified that *Barbara Baumgard* hereinafter "Donor" desires to donate personal property to the City; and

WHEREAS, Donor has placed the following restrictions upon gift: the $435.00 donation is designated to the Center for Active Living; and

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

NOW, THEREFORE, be it RESOLVED:

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

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

Approved this 14th day of June, 2021, by a two thirds majority vote of the Worthington City Council with the following members voting in favor thereof:

(SEAL)

CITY OF WORTHINGTON

BY: _____
Mike Kuhle, Its Mayor

ATTEST:

_____
Mindy Eggers, Its Clerk

**RESOLUTION NO. _____**

**TERMINATING THE DECLARATION OF EMERGENCY FOR THE CITY OF WORTHINGTON, MINNESOTA, CORONAVIRUS DISEASE 2019 (COVID-19)**

**WHEREAS**, The Novel Coronavirus Disease 2019, commonly known as "COVID-19," which is a respiratory disease that can result in serious injury or death, was spreading globally and had been identified by the World Health Organization ("WHO") as a pandemic; and

**WHEREAS,** on March 13, 2020, President Donald Trump declared that the COVID-19 outbreak in the United States constitutes a National Emergency; and

**WHEREAS,** COVID-19 had been confirmed to exist and spreading within the State of Minnesota; and

**WHEREAS,** on March 13, 2020, Governor Tim Walz declared a Peacetime State of Emergency to authorize any and all necessary resources to be used in support of the COVID-19 response; and

**WHEREAS,** Minn. Stat. § 12.29 authorized the Mayor of the City of Worthington to declare a local emergency, and further provide that the state of local emergency may not be continued for a period in excess of three days except by or with the consent of the City Council of the City of Worthington; and

**WHEREAS**, the United States Center for Disease Control ("CDC") and Minnesota Department of Health ("MDH") have advised that aggressive community mitigation strategies are necessary to slow the transmission of COVID-19, reduce illness and deaths, and limit the economic impacts of the outbreak; and

**WHEREAS**, the COVID-19 pandemic was an unforeseen, present, sudden, and unexpected situation, which required immediate action to be taken to prevent damage to the health, safety, and welfare of the citizens of the City of Worthington; and

**WHEREAS**, the necessary resources to respond to and recover from this pandemic exceeded the resources available within the City, and additional resources were used from Nobles County, state and federal sources.

**WHEREAS,** in recent weeks the spread and transmission of the COVID-19 virus has, to a certain extent, decreased, and

**WHEREAS,** the State of Minnesota Peacetime State of Emergency restrictions have been reduced by Governor Tim Walz in Emergency Executive Order 21-21,"

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

1) That the Declaration of Emergency for the City of Worthington authorized by Resolution #20-03-14 is hereby terminated, effective immediately.

Adopted by the City Council of the City of Worthington, Minnesota, this 24th day of March, 2020.

(SEAL)

_____
Mike Kuhle, Mayor

ATTEST: _____
Mindy L. Eggers, City Clerk

**RESOLUTION NO. _____**

**RELATING TO RESCINDING GLENWOOD HEIGHTS 2ND ADDITION ASSESSMENT COLLECTION PROCESS**

**WHEREAS,** A hearing was held on June 8, 2020 regarding proposed improvements of the following described streets by grading, base and paving:

Aspen Drive, Campbell Boulevard, Sterling Avenue and Sutherland Drive within the plat of Glenwood Heights 2nd Addition.

**WHEREAS,** A hearing was held on June 8, 2020 of the following described area by extension of the storm water collection and management system, by extension of the municipal wastewater collection system, and by extension of the municipal water distribution system within the plat of Glenwood Heights 2nd Addition

That part of the Northeast Quarter of Section 28, Township 102 North, Range 40 West, Nobles County, Minnesota, as described as:

Commencing at the Northeast corner of said Section 28; thence South 89 degrees 22 minutes 48 seconds West, (Minnesota County Coordinate System - Nobles County Zone - HARN NAD83 - 1996), along the north line of the Northeast Quarter of said Section 28, a distance of 885.79 feet; thence South 00 degrees 39 minutes 16 seconds East, a distance of 856.00 feet to the west right-of-way line of South Crailsheim Road (County State Aid Highway No. 10); thence continuing South 00 degrees 39 minutes 16 seconds East, a distance of 450.96 feet to the northeasterly corner of Glenwood Heights First Addition, according to the plat thereof on file and of record with the Nobles County Recorder, Minnesota; thence South 89 degrees 20 minutes 44 seconds West, along the northerly line of said Glenwood Heights First Addition, a distance of 219.69 feet; thence North 45 degrees 39 minutes 16 seconds West, along said northerly line, a distance of 459.69 feet to the most northerly corner of said Glenwood Heights First Addition, said point being the point of beginning; thence South 44 degrees 20 minutes 44 seconds West, along said northerly line, a distance of 130.00 feet; thence South 19 degrees 15 minutes 07 seconds West, along said northerly line, a distance of 77.30 feet; thence South 42 degrees 53 minutes 58 seconds West, along said northerly line, a distance of 93.17 feet; thence South 57 degrees 21 minutes 04 seconds West, along said northerly line, a distance of 142.63 feet to the northwesterly corner of said Glenwood Heights First Addition; thence South 18 degrees 09 minutes 16 seconds East, along the westerly line of said Glenwood Heights First Addition, a distance of 130.84 feet; thence South 09 degrees 25 minutes 19 seconds West, along said westerly line, a distance of 78.97 feet; thence South 18 degrees 09 minutes 16 seconds East, along said westerly line, a distance of 132.99 feet; thence North 66 degrees 50 minutes 00 seconds East, along said westerly line, a distance of 185.98 feet; thence North 60 degrees 45

minutes 04 seconds East, along said westerly line, a distance of 164.63 feet; thence South 32 degrees 17 minutes 32 seconds East, along said westerly line, a distance of 120.25 feet; thence South 16 degrees 24 minutes 31 seconds East, along said westerly line, a distance of 72.67 feet; thence South 20 degrees 40 minutes 38 seconds East, along said westerly line, a distance of 156.13 feet; thence South 00 degrees 39 minutes 16 seconds East, along said westerly line, a distance of 713.27 feet to the southwesterly corner of said Glenwood Heights First Addition; thence South 88 degrees 59 minutes 50 seconds West, along the westerly extension of the southerly line of said Glenwood Heights First Addition, a distance of 107.17 feet; thence South 00 degrees 13 minutes 12 seconds East, a distance of 120.01 feet to the southeast corner of the West Half of the Northeast Quarter of said Section 28; thence South 88 degrees 59 minutes 15 seconds West, along the East - West center line of said Section 28, a distance of 1325.82 feet to the Center of said Section 28; thence North 00 degrees 25 minutes 04 seconds West, along the North - South center line of said Section 28, a distance of 1775.28 feet to the southwest corner of the North 856.00 feet of the Northeast Quarter of said Section 28; thence North 89 degrees 22 minutes 48 seconds East, along the south line of the North 856.00 feet of the Northeast Quarter of said Section 28, a distance of 1085.48 feet to the point of intersection with a line which bears North 45 degrees 39 minutes 16 seconds West from the point of beginning; thence South 45 degrees 39 minutes 16 seconds East, a distance of 178.64 feet to the point of beginning.

**WHEREAS,** At the June 8, 2020 hearing the City declared its intent to distribute costs of improvements as both assessable and non-assessable costs,

**WHEREAS,** At the June 8, 2020 hearing the City declared its intent to reimburse itself for the cost of improvements from proceeds of tax-exempt bonds,

**WHEREAS,** The City has now declared its intent to sell lots inclusive of all improvement costs and assess eligible costs, and

**WHEREAS,** The City has now declared its intent to fund the improvements with City and Water & Light reserves and not from proceeds of tax-exempt bonds.

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

The City of Worthington is rescinding the assessment collection process and intent to bond for the Glenwood Heights 2nd Addition project.

Adopted by the City Council of the City of Worthington, Minnesota this 14th day of June, 2021.

(SEAL)

_____
Mike Kuhle, Mayor

Attest: _____
Mindy L. Eggers, City Clerk

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

THE CITY OF WORTHINGTON, MINNESOTA

AND

NOBLES COUNTY, MINNESOTA

This Memorandum of Understanding (hereinafter "MoU") describes the relationship between the City of Worthington, Minnesota (hereinafter " City ") and Nobles County, Minnesota (hereinafter " County "), in cost sharing for reconstruction of County State Aid Highway ("CSAH") 35 from McMillan Street to Trunk Highway 59. (hereinafter " Project ")

WITNESSETH

WHEREAS, the City and County have determined that it is in their best interests to work jointly on the reconstruction of CSAH 35 and share in the costs associated with this project; and

WHEREAS, the City has hired SEH, a consultant engineering firm, to provide the engineering services for the design of this Project; and

WHEREAS, the City will be hiring consultants to provide the engineering services for the inspection, testing, staking and oversite of the construction of this Project; and

WHEREAS, the City and County desire to equitably share in costs for the Project based on a reasonable distribution; and;

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

SERVICE RELATIONSHIP

1. The City shall be the lead agency for this Project. The City shall hire the consultants required to complete the Project. The City shall consult with the County on issues that concern hiring of consultants, design standards, final project estimate, award of the construction contract, and division of the final costs.

2. It is agreed that the Project costs shall be funded in the following manner;

| | |
|---|---|
| Professional Services - Preliminary Design Engineering; | 50% City and 50% County |
| Professional Services - Construction Engineering: | 50% City and 50% County |
| Right of Way Acquisition payments: | 100% County |
| Non-State Aid Eligible Construction Costs; | 100% City |
| State Aid Eligible Construction Costs; | City - Minimum of $300,000 and ??% of costs over the minimum:<br>County – Minimum of $310,000 and ??% Costs over the minimum |
| Federal Construction Funding Allotment; | $1.5M City and $1.548M County |

3. It is agreed that other unknown costs attributable to the Project will be distributed between the City and County based on the category of work or funding eligibility as identified above.

Dated this _____ day of _____, 2021

The City of Worthington, Minnesota

By: _____ By: _____

Mayor Clerk

Dated this _____ day of _____, 2021

Nobles County, Minnesota

By: _____ By: _____

Board Chairman Administrator

CSAH 35 Project

Cost Distribution

| Services | City of Worthington | Nobles County |
|---|---|---|
| Professional Services - Preliminary Design Engineering; | $ 135,000 | $ 135,000 |
| Professional Services - Construction Engineering: | $ 128,000 | $ 128,000 |
| Right of Way Acquisition: | $ 0 | $ 28,500 |
| Non-State Aid Eligible Construction Costs; | $ 77,000 | $ 0 |
| State Aid Eligible Construction Costs (+ $289,000) | $ 300,000 | $ 310,000 |
| Federal Construction Funding Allotment; | $1,500,000 | $1,548,000 |

Total Estimated Project Cost $

Exhibit 7

JJ Lopez Enterprises, LLC

# Owner's Representative Proposal

June 8th, 2021

Mr. Steve Robinson - City Administrator
City of Worthington
303 Ninth Street P O Box 279
Worthington, MN 56187

RE: Service Proposal for Owner's Representative

Engagement. The Contractor shall make available to the City of Worthington the services of Jorge Lopez, for the work described in this proposal. The Contractor may not substitute any other person(s) without written permission from the City of Worthington. The Contractor will work independently to provide Owner's Representative Services to efficiently and effectively meet the project needs of the City of Worthington.

Services. The activities performed will include, but are not limited to, meet with City of Worthington staff, architects, engineers, contractors, subcontractors, city official, county officials, YMCA representative, Minnesota West representative, state officials, boards, developers and other potential owners, to the benefit of the City of Worthington. Manage project activities through construction close-out, preparing all written documentation necessary to report to the City of Worthington and others, attend meetings with the contractors and architects to report on progress of city projects. Review Pay Applications, monitor status of inspections, change orders, construction changes, shop drawings, products, and color schedules. Monitor Construction to make sure building is in compliance with design and specifications. Review changes as submitted by the Contractor with the Architect or Engineer's office and keeps the City of Worthington informed. Advocate on the part of the City of Worthington during disputes, disagreements, modifications, or Change Orders. Provide a record of any occurrence of work that might result in a claim for a Change Order or require testimony as a professional witness. Coordinate architect, consultant and City of Worthington punch lists as construction nears completion. Review the list of items to be completed or corrected with the Contractor and Architect's office for issuance of Certificate of Substantial Completion. Closeout and warranty procedures. Receive from the Architect transmittal of City of Worthington documentation required by the Contractor at the completion of the work, included but not limited to:

* Warranties
* Operation
* Maintenance manuals

Coordinate project close-out documentation, including as-built, bonds and warrantees. Oversee final acceptance inspections of all aspects of the project.

Prepare and submit weekly report detailing work completed with photos.

507-920-8728
jjlopez@frontiernet.net
JJLOPEZ ENTERPRISES, LLC

Manage transfer of the building operations to the City of Worthington. And most important, represent the City of Worthington in a professional and effective manner.

Project. Aquatic Center

Term. The City of Worthington hereby engages the Contractor for a term commencing on the Effective Date and continuing for the duration of the city projects or unless mutually extended until terminated in writing by either party.

Minimum Qualifications. During the term of this Agreement, the Contractor shall at all times meet at least the minimum standards:

A. Maintenance of a valid driver's license.

B. Maintenance of the eligibility to work in the United States.

C. Maintenance of a state and/or federal I.D. number to the extent necessary for the City of Worthington to report payment on IRS Form 1099.

Payment.

A. Payment for Services. The City of Worthington shall pay the Contractor for services provided pursuant to the Agreement. The payment per hour shall be negotiated between the Contractor and the City of Worthington annually and any new rate of payment shall be amended to the Agreement. **As of the date of this Agreement, the Contractor shall receive a payment of Eighty and 00/00 ($80.00) per hour by worked performed, for a fee not to exceed $48,000.00.**

A project invoice shall be submitted by the Contractor to the City of Worthington no later than five days following the end of the month. The City of Worthington will remit payment to the Contractor within 10 days from the receipt of payment. Where the date of payment falls on a legal holiday, payment will be made on the next business day.

If you have any questions or need clarification, please give me a call at 507-920-8728 we appreciate this opportunity.

Sincerely,
Jorge Lopez
CEO/President

City of Worthington

_____

GREEN

# PUBLIC WORKS MEMO

**DATE:** **JUNE 9, 2021**

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

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

## CASE ITEMS

### 1. APPROVE TRAFFIC AND SAFETY COMMITTEE RECOMMENDATION

The Traffic and Safety Committee, at their May 25, 2021 meeting, reviewed a request for traffic control at the intersection of Darling Drive and Grand Ave. Area residents have noticed some near misses between traffic at this intersection. This intersection previously was a turn only, but with the extension of Darling Drive to accommodate the new theater, it is now a T- intersection. At the present time there is no traffic control on any sides of this intersection.

The Traffic and Safety committee unanimously approved a motion to have a Stop Sign placed on Grand Ave. and no traffic control on Darling Drive. The Traffic and Safety Committee recommends that we monitor how this proposed stop sign improves the safety at this intersection and review some other options in the future.

Council action is requested.

### 2. AMEND BUDGET AND AUTHORIZE SOLICITATION OF QUOTES FOR DARLING DRIVE STORM SEWER AND STREET REPAIRS

Council action is requested to amend the 2021 budget to allow the solicitation of quotes for the repair of storm sewer infrastructure and street pavement located at the intersection of Darling Drive and Highway 59 frontage road. This intersection, by the Perkins Restaurant, has been a source of complaints for a number of years. City of Worthington Public Works staff has made numerous attempts at repairing the pavement, with only limited success, since 2009. Staff would like to replace the storm sewer infrastructure that's located under the pavement including:

- New storm piping
- New storm catch basin structures
- New castings
- New curb and gutter

- New street pavement

The engineers estimated cost to complete this project, including contingencies, is $108,682.88. Staff is proposing using 401 CIP reserves to fund this improvement, this reserve fund has a current balance of slightly more that 4.3 million dollars. Staff is hoping that expending these funds to repair the root cause of the problem, will result in a long term solution to an ongoing problem.

Council action is requested to amend the 2021 budget and allow staff to solicit quotes for the repairs.

BLUE

# ENGINEERING MEMO

**DATE:** **JUNE 9, 2021**
**TO:** **HONORABLE MAYOR AND COUNCIL**
**SUBJECT:** **ITEMS REQUIRING COUNCIL ACTION OR REVIEW**

## AGENDA CASE ITEMS

### 1. HEARING FOR CHERRYWOOD ADDITION STREET IMPROVEMENTS

Should Council approve of the Cherrywood Addition Street Improvements as proposed in the project feasibility report and at the hearing, staff recommends that Council pass the resolution Ordering Improvement and Preparation of Plans and Specifications found in Exhibit 1.

A summary of the improvement costs and total estimated assessments for the projects are provided below:

***STREET SURFACING***

| | |
|---|---|
| City share for non-assessable costs | $0.00 |
| City share of assessable costs | $0.00 |
| Total city share | $0.00 |
| | |
| Assessments receivable | $66,525.00 |
| TOTAL COST | $66,525.00 |

The estimated assessment rate is $55.833/ft

Should Council order the improvement ahead, staff also recommends that Council pass the resolution in Exhibit 1 declaring the City's intent to bond for the surfacing improvement. The maximum amount that may be bonded as stated in the resolution is approximately 10% more than listed in the report.

Exhibit 1 also includes the preliminary assessment roll for the improvements.

### 2. GLENWOOD HEIGHTS PHASE 1 MODIFICATION

The City and Worthington Public Utilities are acting as the developer for a residential subdivision west of Glenwood Heights. An opportunity to include an area abutting the first phase of development into the first phase has arisen. This area will add nine additional buildable lots. It is proposed to modify the first phase to include said area. Like the first phase, this area will be subject to additional assessments for trunk sewer and

water improvements previously completed. A map showing the area to be added to the first phase is included in Exhibit 2. Should Council approve of the modification, the resolution in Exhibit 2 should be passed.

**3. PROFESSIONAL SERVICES FOR TWENTY SEVENTH STREET PAVEMENT IMPROVEMENTS**

Staff requested a proposal from Bolton and Menk to provide engineering services to prepare for the hard surfacing improvement of 27th Street from the current pavement end thence approximately 1,250 feet to the western edge of the City owned Commerical/Industrial Park property.

The proposal is included as Exhibit 3. The scope of work includes:

1. Topographic survey of the project corridor for use during preliminary and final design.

2. Preliminary engineering to provide schematic layouts, preliminary cost estimates, assessment costs/rates and ultimately a report as necessary under MN Statute Chapter 429.

3. Final design to prepare plans, specifications, and contract documents.

4. It is anticipated that two project meetings will be needed with City staff during preliminary and final design phases of the project.

5. Bidding assistance and bid award recommendation.

Construction services are not included in this task order. It is anticipated that they will be included in a later task order once bidding is completed.

The work will be preformed on an hourly basis for a fee not to exceed $46,000.00.

Staff recommends that Council authorize execution of the agreement in Exhibit 3.

BLUE

***RESOLUTION NO. 2020-06-XX***

***ORDERING IMPROVEMENT AND PREPARATION OF PLANS AND SPECIFICATIONS***

***WHEREAS,*** Resolution No. 2021-05-26 of the City Council of the City of Worthington, adopted on May 10, 2021, fixed a date for a council hearing on the proposed improvement of the following described street necessary grading and base, and by bituminous surfacing:

Cherrywood Lane — the entire length;

and

***WHEREAS,*** ten days' mailed notice and two weeks' published notice of the hearing was given, and said hearing was held on June 14, 2021, at which all persons desiring to be heard were given an opportunity to be heard thereon.

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

***1.*** Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report received on May 10, 2021.

***2.*** Such proposed improvement is hereby ordered as proposed in the council resolution adopted on May 10, 2021.

***3.*** The Acting City Engineer is hereby designated as the engineer for such improvement and shall prepare plans and specifications for the making of such improvement.

***4.*** The City Council declares its official intent to reimburse itself for the cost of the improvement from the proceeds of tax exempt bonds.

Adopted by the City Council of the City of Worthington, Minnesota, this the 14th day of June, 2021.

(SEAL)

_____
Mike Kuhle, Mayor

Attest: _____
Mindy L. Eggers, City Clerk

BLUE

***RESOLUTION NO.***

***RELATING TO FINANCING OF CERTAIN PUBLIC IMPROVEMENT BY THE CITY OF WORTHINGTON; ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE***

***WHEREAS,*** The Internal Revenue Service has issued Section 1.150-2 of the Income Tax Regulations (the "Regulations") dealing with the issuance of bonds, all or a portion of the proceeds of which are to be used to reimburse the City for project expenditures made by the City prior to the date of issuance of the bonds.

***WHEREAS,*** The Regulations generally require that the City, as issuer of the bonds, make a declaration of its official intent to reimburse itself for such prior expenditures out of the proceeds of a subsequently issued series of bonds within 60 days after payment of the expenditures, that the bonds be issued and the reimbursement allocation be made from the proceeds of such bonds within the reimbursement period (as defined in the Regulations), and that the expenditures reimbursed be capital expenditures or costs of issuance of the bonds.

***WHEREAS,*** The City desires to comply with requirements of the Regulations with respect to certain public improvement projects to be undertaken within the City.

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

***1.*** The City expects to make original expenditures with respect to the following described projects prior to the issuance of reimbursement bonds, and the City reasonably expects to issue reimbursement bonds for such projects in the maximum principal amount shown below:

| Project | Maximum Amount of Bonds Expected to be Issued for Project |
|---|---|
| *Cherrywood Lane — the entire length* | *$73,000* |

***2.*** Other than (i) de minimis amounts permitted to be reimbursed pursuant to Section 1.150-2(f)(1) of the Regulations or (ii) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, the City will not seek reimbursement for any original expenditures with respect to the foregoing projects paid more than 60 days prior to the date of adoption of this resolution. All original expenditures for which reimbursement is sought will be capital expenditures or costs of issuance of the reimbursement bonds.

***3.*** As of the date hereof, there are no city funds reserved, pledged, allocated on

a long term basis or otherwise set aside (or reasonably expected to be reserved, pledged, allocated on a long term basis or otherwise set aside) to provide permanent financing for the original expenditures related to the projects, other than pursuant to the issuance of the reimbursement bonds. Consequently, it is not expected that the issuance of the reimbursement bonds will result in the creation of any replacement proceeds.

***4.*** The City's financial officer shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the reimbursement bonds to reimburse the source of temporary financing used by the City to make payment of the original expenditures relating to the projects. Each reimbursement allocation shall be made within 30 days of the date of issuance of the reimbursement bonds, shall be evidenced by an entry on the official books and records of the City maintained for the reimbursement bonds and shall specifically identify the original expenditures being reimbursed.

Adopted by the City Council of the City of Worthington, Minnesota, this the 14th day of June, 2021.

(SEAL)

_____
Mike Kuhle, Mayor

Attest _____
Mindy L. Eggers, City Clerk

BLUE

# Estimated Assessment Roll

## Cherrywood Lane

## Paving Improvement

**Hearing on Proposed Improvement June 14, 2021**

| Property Owner | Legal Description | County Tax Parcel id | (1) Assessable Units | Estimated Assessable Rate | Estimated Assessment Amount |
|---|---|---|---|---|---|
| | **Cherrywood Addition** | | | | |
| KJSM Investment Properties LLC<br>cfd from Kelly Properties of Worthington Inc | Lot 1, Block 1 | 31-1240-500 | **185.2** ' | $55.833 | **$10,340.27** |
| KJSM Investment Properties LLC | Lot 2, Block 1 | 31-1240-510 | **129.5** ' | $55.833 | **$7,230.37** |
| KJSM Investment Properties LLC | Lot 3, Block 1 | 31-1240-515 | **131.9** ' | $55.833 | **$7,364.37** |
| Andrew P. and Jayne L. Johnson | Lot 4, Block 1 | 31-1240-520 | **183.4** ' | $55.833 | **$10,239.77** |
| Michael K. Johnson and Janelle C. Johnson | Lot 5, Block 1 | 31-1240-525 | **112.4** ' | $55.833 | **$6,275.63** |
| Kelly Properties of Worthington Inc | Lot 6, Block 1 | 31-1240-530 | **123.2** ' | $55.833 | **$6,878.63** |
| Kelly Properties of Worthington Inc | Lot 7, Block 1 | 31-1240-535 | **158.4** ' | $55.833 | **$8,843.94** |
| Kelly Properties of Worthington Inc | Lot 8, Block 1 | 31-1240-540 | **167.5** ' | $55.833 | **$9,352.02** |
| **TOTAL ESTIMATED ASSESSMENT** | | | **1,191.5** ' | | **$66,525.00** |

(1) Estimated assessable units of adjusted frontage in feet

BLUE

# Cherrywood Lane
# Paving Improvement
## Summary of Estimated Cost
## June 14, 2021

| | |
|---|---|
| Estimated Base Rate Determining Cost | $66,525.00 |
| Total Estimated Rate Determining Frontage | 1191.5 |
| **Estimated Assessable Rate Per Foot** | **$55.833** |

### Property Owner Share of Improvement Cost

| | |
|---|---|
| Estimated Assessable Frontage | 1191.5 |
| **Estimated Assessments Receivable:** | **$66,525.00** |

### City Share of Improvement Cost

**Non-Assessable**

| | |
|---|---|
| Total Estimated City Share of Non-Assessable Cost | $0.00 |

**Assessable**

| | |
|---|---|
| Total Estimated City Share of Assessable Cost | $0.00 |
| **Estimated City Share of Improvement:** | **$0.00** |

**Total Estimated Cost of Improvement: $66,525.00**

BLUE

GRADING NOTES:
1. CONSTRUCT STRUCTURAL FILL FOR FULL WIDTH OF HOUSE PAD (SIDE YARD SET BACK TO SIDE YARD SET BACK).
2. SEE SHEET C1.03 FOR HOUSE PAD HOLD DOWNS.
3. SEE SHEET C1.04 FOR TYPICAL STREET SECTIONS.
4. EXISTING DRAIN TILE ENCOUNTERED SHALL BE PROTECTED OR RELOCATED AND CONNECTED TO STORM SEWER AS DIRECTED BY ENGINEER.

## LEGEND

| | |
|---|---|
| FB | FULL BASEMENT LOT |
| NB | NO BASEMENT LOT |
| LO | LOOKOUT LOT |
| WO | WALKOUT LOT |
| | PROPOSED DRAINAGE DIRECTION |
| | WETLAND FILL |
| | SUITABLE BORROW AREAS & NON STRUCTURAL FILL AREAS FOR EXCESS TOPSOIL |
| | GRADING LIMITS |
| EOF | EMERGENCY OVERFLOW SWALE |

BUCHANAN COURT

EOF=1601.0

POND 2
BORROW AREA

CAMPBELL BOULEVARD

CAMPBELL BLVD

S. CRAILSHEIM ROAD (C.S.A.H. 10)

STERLING AVENUE

10 FB — GROUND=1602.0, BSMT FF=1594.0, GAR FF=1602.0
9 FB — GROUND=1602.5, BSMT FF=1599.5, GAR FF=1604.0
8 FB — GROUND=1603.0, BSMT FF=1597.0, GAR FF=1605.0
7 FB — GROUND=1603.0, BSMT FF=1598.0, GAR FF=1606.0
7 LO — GROUND=1602.0, BSMT FF=1599.0, GAR FF=1607.0
6 LO — GROUND=1603.5, BSMT FF=1600.5, GAR FF=1608.5
6 WO — GROUND=1600.5, BSMT FF=1600.5, GAR FF=1608.5
5 LO — GROUND=1604.0, BSMT FF=1601.0, GAR FF=1609.0
5 WO — GROUND=1601.0, BSMT FF=1601.0, GAR FF=1609.0

1600.6 | 1602.5 | 1603.3 | 1604.8 | 1605.0 | 1607.4 | 1607.8

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HORZ. 0 40 80 SCALE FEET

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

TRAVIS L. WINTER
LIC. NO. 46649 DATE MM/DD/YYYY

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

Exhibit 2 - 1

| | |
|---|---|
| DESIGNED | JTO |
| DRAWN | JTO |
| CHECKED | TLW |
| CLIENT PROJ. NO. | F18.118187 |

| NO. | ISSUED FOR | DATE |
|---|---|---|
| | | |

CITY OF WORTHINGTON, MINNESOTA
GLENWOOD HEIGHTS SECOND ADDITION
GRADING & DRAINAGE PLAN
CAMPBELL BOULEVARD - EXPANSION AREA

SHEET 1

BLUE

***RESOLUTION NO. 2021-06-xx***

***A RESOLUTION EXPANDING PHASE 1 DEVELOPMENT OF GLENWOOD HEIGHTS SECOND ADDITION***

***WHEREAS***, Resolution No. 2020-06-33 of the City Council of the City of Worthington, adopted June 8, 2020, ordered the improvement of following described area by extension of the storm water collection and management system, by extension of the municipal wastewater collection system, and by extension of the municipal water distribution system:

That part of the Northeast Quarter of Section 28, Township 102 North, Range 40 West, Nobles County, Minnesota, described as:

Commencing at the Northeast corner of said Section 28; thence South 89 degrees 22 minutes 48 seconds West, (Minnesota County Coordinate System - Nobles County Zone - HARN NAD83 - 1996), along the north line of the Northeast Quarter of said Section 28, a distance of 885.79 feet; thence South 00 degrees 39 minutes 16 seconds East, a distance of 856.00 feet to the west right-of-way line of South Crailsheim Road (County State Aid Highway No. 10); thence continuing South 00 degrees 39 minutes 16 seconds East, a distance of 450.96 feet to the northeasterly corner of Glenwood Heights First Addition, according to the plat thereof on file and of record with the Nobles County Recorder, Minnesota; thence South 89 degrees 20 minutes 44 seconds West, along the northerly line of said Glenwood Heights First Addition, a distance of 219.69 feet; thence North 45 degrees 39 minutes 16 seconds West, along said northerly line, a distance of 459.69 feet to the most northerly corner of said Glenwood Heights First Addition, said point being the point of beginning; thence South 44 degrees 20 minutes 44 seconds West, along said northerly line, a distance of 130.00 feet; thence South 19 degrees 15 minutes 07 seconds West, along said northerly line, a distance of 77.30 feet; thence South 42 degrees 53 minutes 58 seconds West, along said northerly line, a distance of 93.17 feet; thence South 57 degrees 21 minutes 04 seconds West, along said northerly line, a distance of 142.63 feet to the northwesterly corner of said Glenwood Heights First Addition; thence South 18 degrees 09 minutes 16 seconds East, along the westerly line of said Glenwood Heights First Addition, a distance of 130.84 feet; thence South 09 degrees 25 minutes 19 seconds West, along said westerly line, a distance of 78.97 feet; thence South 18 degrees 09 minutes 16 seconds East, along said westerly line, a distance of 132.99 feet; thence North 66 degrees 50 minutes 00 seconds East, along said westerly line, a distance of 185.98 feet; thence North 60 degrees 45 minutes 04 seconds East, along said westerly line, a distance of 164.63 feet; thence South 32 degrees 17 minutes 32 seconds East, along said westerly line, a distance of 120.25 feet; thence South 16 degrees 24 minutes 31 seconds East, along said westerly line, a distance of 72.67 feet; thence South 20 degrees 40 minutes 38 seconds East, along said westerly line, a distance of 156.13 feet; thence South 00 degrees 39 minutes 16 seconds East, along said westerly line, a distance of 713.27 feet to the southwesterly corner of said Glenwood Heights First Addition; thence South 88 degrees 59 minutes 50 seconds West, along the westerly extension of the southerly line of said Glenwood Heights First Addition, a distance of 107.17 feet; thence South 00 degrees 13 minutes 12 seconds East, a distance of 120.01 feet to the southeast corner of the West Half of the Northeast Quarter of said Section 28; thence South 88 degrees 59 minutes 15 seconds West, along the East - West center line of said Section 28, a distance of 1325.82 feet to the Center of said Section 28; thence North 00 degrees 25 minutes 04 seconds West, along the North - South center line of said Section 28, a distance of 1775.28 feet to the southwest corner of the North 856.00 feet of the Northeast Quarter of said Section 28; thence North 89 degrees 22 minutes 48 seconds East, distance of 1085.48 feet to the point of intersection with a line which

bears North 45 degrees 39 minutes 16 seconds West from the point of beginning; thence South 45 degrees 39 minutes 16 seconds East, a distance of 178.64 feet to the point of beginning.

and

***WHEREAS,*** A portion of the property described above is currently being developed as the first phase of a residential subdivision.

and

***WHEREAS,*** The developer now desires to modify the first phase of development to include the following described area:

All that part of Outlot I, Glenwood Heights Second Addition, in the City of Worthington according to the plat thereof on file and of record in the Office of the County Recorder, Nobles County, Minnesota described as follows:

Beginning at the northwest corner of Lot 4, Block Four said Glenwood Heights Second Addition; thence North 10 degrees 07 minutes 51 seconds West, a distance of 81.03 feet to the southeast corner of Outlot L, said Glenwood Heights Second Addition; thence continuing North 10 degrees 07 minutes 51 seconds West, along the east line of said Outlot L, a distance of 247.83 feet; thence North 21 degrees 34 minutes 55 seconds East, along the east line of said Outlot L, a distance of 102.60 to the northeast corner of said Outlot L; thence North 66 degrees 50 minutes 00 seconds East, along a northerly line of said Outlot I, a distance of 121.29 feet; thence North 60 degrees 45 minutes 04 seconds East, along said northerly line of Outlot I, a distance of 164.63 feet; thence South 32 degrees 17 minutes 32 Seconds East, along the easterly line of said Outlot I, a distance of 120.25 feet; thence South 16 degrees 24 minutes 31 seconds East, along the easterly line of Outlot I, a distance of 72.67 feet; thence South 58 degrees 35 minutes 34 seconds West, along the easterly line of said Outlot I, a distance of 20.36 feet,; thence south 20 degrees 40 minutes 38 seconds East, along the easterly line of said Outlot I, a distance of 137.26 feet; thence South 01 degrees 00 minutes 10 seconds East, along the easterly line of said Outlot I, a distance of 230.73 feet, to the northeast corner of Lot 4, Block Three, said Glenwood Heights Second Addition; thence South 88 degrees 59 minutes 50 seconds West, along the north line of said Lot 4, Block Three and said Lot 4, Block Four, a distance of 355.00 feet to the point of beginning.

and

***WHEREAS,*** Trunk assessments for the extension of the municipal wastewater collection system and the extension of the municipal water distribution system will be levied.

and

***WHEREAS,*** It is proposed that the developer install the roadway surfacing, the storm water collection and management system, lateral water distribution system, and lateral wastewater collection system.

BLUE



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

***1.*** Such modification is cost-effective and feasible.

***2.*** The infrastructure necessary for such modification is best completed by a contract amendment to the current construction contract between the City of Worthington and Kuechle Construction, Inc.

Adopted by the City Council of the City of Worthington, Minnesota, this the 14th day of June, 2021.

(SEAL)

_____
Mike Kuhle, Mayor

Attest: _____
Mindy L. Eggers, City Clerk

BLUE

**CITY OF WORTHINGTON AND BOLTON & MENK, INC.**
**TASK ORDER TO AGREEMENT FOR PROFESSIONAL SERVICES**

**TASK ORDER NO: 4**

**CLIENT: City of Worthington**

**CONSULTANT: Bolton & Menk, Inc.**

**DATE OF THIS TASK ORDER: June 2, 2021**

**DATE OF MASTER AGREEMENT FOR PROFESSIONAL SERVICES: September 14, 2020**

Whereas, CLIENT and CONSULTANT entered into a Master Agreement for Professional Services ("Master Agreement") as dated above; and CONSULTANT agrees to perform and complete the following Services for CLIENT in accordance with this Task Order and the terms and conditions of the Master Agreement. CLIENT and CONSULTANT agree as follows:

**1.0 Scope of Services:**
CONSULTANT shall perform the Services listed below or in the attached Scope. All terms and conditions of the Master Agreement are incorporated by reference in this Task Order, except as explicitly modified in writing herein.

CLIENT desires to improve and hard surface 27th Street from the current pavement end approximately 1,250-feet to the western edge of the City owned Commercial/ Industrial Park property. The purpose of this improvement is to support the development of the industrial zoned land to the south of 27th Street. CONSULTANT will complete the following major tasks and scope:

1. Topographic survey of the project corridor for use during preliminary and final design.
2. Preliminary engineering to provide schematic layouts, preliminary cost estimates, assessment costs and ultimately a report as necessary under MN Statute Chapter 429.
3. Final design to prepare plans, specifications, and contract documents.
4. It is anticipated that two project meetings will be needed with CLIENT staff during preliminary and final design phases of the project.
5. Bidding assistance and bid award recommendation.

Construction services are not included in this task order. It is anticipated that they will be included in a later task order once bidding is completed.

**2.0 Fees:**
CLIENT shall pay CONSULTANT in accordance with Section III of the Master Agreement and as follows or as described in the attached Scope. Total cost of services provided by CONSULTANT for this Task Order shall not exceed $46,000.00 without prior approval of CLIENT.

**3.0 Schedule:**
Schedule for performance of Services will be as follows or as set forth in attached Scope, such that all services will be completed by September 15, 2021. An estimated project schedule is as follows:

Topographic Survey.....July 2021
Preliminary Design .....July 2021
Final Design.....August 2021
Bidding..... September 2021
Construction..... September - October 2021
Contract Closeout.....November 2021

This represents an accelerated schedule to make a concerted effort to get this improvement done yet during the 2021 construction season.

**4.0 Deliverables**
Deliverables will be as follows or as set forth in the attached Scope. Preliminary engineering report, construction plans, specifications, contracts, and any necessary addendums.

**5.0 Term**
In the event that the Schedule for this Task Order extends beyond the term of the Master Agreement, either intentionally or unintentionally by Task Order Scope or by Task Order extension, then this Task Order shall operate to extend the Master Agreement through the completion of CONSULTANT'S obligations under this Task Order or until a new Master Agreement is executed incorporating this Task Order.

**6.0 Other Matters**
None.

**7.0 Project Managers**
Project managers and contact information for the CLIENT and CONSULTANT for this Task Order, if different than the Master Agreement, are as follows:

CLIENT:
Name: Steve Robinson
Address: 303 Ninth Street
City, State, Zip: Worthington, MN 56187
Office Phone: 507-372-8600
Email: ser@ci.worthington.mn.us

BOLTON & MENK, INC.
Name: Travis Winter, P.E.
Office Address 1501 South State Street, Ste 100
City, State, Zip: Fairmont, MN 56031
Office Phone: 507-238-4738
Email: travis.winter@bolton-menk.com

BLUE

| **CLIENT:** | **BOLTON & MENK, INC.** |
|---|---|
| By:_____ | BY: Travis L. Winter |
| Printed Name:_____ | Printed Name: Travis Winter, P.E. |
| Title: _____ | Title: Principal Engineer |

ATTACHMENTS TO THIS TASK ORDER: None

# EXHIBIT I-1

## RESIDENT PROJECT REPRESENTATIVE

The CONSULTANT will furnish a Resident Project Representative (RPR), assistants and other field staff to assist CONSULTANT in observing performance of the Work of the CONTRACTOR.

Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, CONSULTANT assists the CLIENT in monitoring the progress and quality of the work; but, it is agreed that the furnishing of such services will not make CONSULTANT responsible for or give CONSULTANT control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR'S failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of CONSULTANT in the construction Contract Documents, and are further limited and described as follows:

A. GENERAL

RPR is CONSULTANT'S agent at the site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with CONSULTANT and CONTRACTOR keeping CLIENT advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with CLIENT with the knowledge of and under the direction of CONSULTANT.

B. DUTIES AND RESPONSIBILITIES OF RPR

1. Schedules: Review the progress schedule, prepare a schedule of Shop Drawing submittals and review the schedule of values prepared by CONTRACTOR and consult with CONSULTANT concerning acceptability.

2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison:
    a. Serve as CONSULTANT'S liaison with CONTRACTOR, working principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and assist CONSULTANT in serving as CLIENT'S liaison with CONTRACTOR when CONTRACTOR'S operations affect CLIENT'S on-site operations.

b. Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.

4. Shop Drawings and Samples:

a. Record date of receipt of Shop Drawings and samples.

b. Receive samples which are furnished at the site by CONTRACTOR, and notify CONSULTANT of availability of samples for examination.

c. Advise CONSULTANT and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by CONSULTANT.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:

a. Conduct on-site observations of the Work in progress to assist CONSULTANT in determining if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to CONSULTANT whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CONSULTANT of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to CONSULTANT appropriate details relative to the test procedures and startups.

d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to CONSULTANT.

6. Interpretation of Contract Documents: Report to CONSULTANT when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by CONSULTANT.
7. Modifications: Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to CONSULTANT. Transmit to CONTRACTOR decisions as issued by CONSULTANT.

8. Records:

    a. Maintain orderly files for correspondence, reports or job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

    b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.

    c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

9. Reports:

    a. Furnish CONSULTANT periodic reports as required of progress of the Work and of CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

    b. Consult with CONSULTANT in advance of scheduled major tests, inspections or start of important phases of the Work.

    c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to CONSULTANT Change Orders, Work Directive Changes, and Field Orders.

    d. Report immediately to CONSULTANT and CLIENT upon the occurrence of any accident.

10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to CONSULTANT for review and forwarding to CLIENT prior to final payment for the Work.

12. Completion:

a. Conduct final inspection in the company of CONSULTANT, CLIENT, and CONTRACTOR and prepare a final list of items to be completed or corrected.

b. Observe that all items on final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.

c. Assist in preparation of Record Drawings and provide copies of documentation requested by CLIENT for occupation of the Project.

C. LIMITATIONS OF AUTHORITY

It is agreed that Resident Project Representative=s responsibility and obligations do not include the following actions nor shall RPR be directed to or be empowered to:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by CONSULTANT.

2. Exceed limitations of CONSULTANT'S authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of CONTRACTOR, subcontractor or CONTRACTOR'S superintendent.

4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

6. Accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.

7. Authorize CLIENT to occupy the Project in whole or in part.

8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by CONSULTANT.

## SECTION III - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with the following Schedule of Fees for the time spent in performance of Agreement services or as otherwise explicitly described in the Task Order or Addendum for the specific assignment.

**Schedule of Fees**

| Employee Classification | Hourly Billing Rates |
|---|---|
| Senior Principal | $150-280/Hour |
| Principal Engineer/Surveyor/Planner/GIS/Landscape Architect | $140-225 |
| Senior Engineer/Surveyor/Planner/GIS/Landscape Architect | $110-210 |
| Project Manager (Inc. Survey, GIS, Landscape Architect) | $100-195 |
| Project Engineer/Surveyor/Planner/Landscape Architect | $85-190 |
| Design Engineer/Landscape Designer/Graduate Engineer/Surveyor | $80-190 |
| Specialist (Nat. Resources; GIS; Traffic; Graphics; Other) | $60-175 |
| Senior Technician (Inc. Construction, GIS, Survey[1]) | $85-180 |
| Technician (Inc. Construction, GIS, Survey[1]) | $65-150 |
| Administrative/Corporate Specialists | $45-125 |
| Structural/Electrical/Mechanical/Architect | $120-150 |
| GPS/Robotic Survey Equipment | NO CHARGE |
| CAD/Computer Usage | NO CHARGE |
| Routine Office Supplies | NO CHARGE |
| Routine Photo Copying/Reproduction | NO CHARGE |
| Field Supplies/Survey Stakes & Equipment | NO CHARGE |
| Mileage | NO CHARGE |

[1] No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for Survey Technicians.

2. The preceding Schedule of Fees shall apply for services provided through December 31, 2021. Hourly rates may be adjusted by CONSULTANT, on an annual basis thereafter to reflect reasonable changes in its operating costs. Adjusted rates will become effective on January 1st of each subsequent year, CLIENT may request an updated rate schedule each year.

3. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement CLIENT agrees to pay any applicable sales taxes.

4. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.

GRAY

# COMMUNITY/ECONOMIC DEVELOPMENT MEMO

**DATE:** JUNE 14, 2021
**TO:** HONORABLE MAYOR AND CITY COUNCIL
**SUBJECT:** ITEMS REQUIRING CITY COUNCIL ACTION OR REVIEW

## CASE ITEMS

### 1. CONDITIONAL USE PERMIT (CITY OF WORTHINGTON)

The City of Worthington has applied for a conditional use permit for the construction of an approximately 27,000 square foot indoor recreation facility and associated parking and infrastructure improvements, including an approximately 800-foot sidewalk. The subject property for the proposed facility is located southeast of Second Avenue, approximately 180 feet northeast of Lake Street and is currently owned by the City of Worthington. Pursuant to Minnesota Statute § 462.3595 and as outlined in Worthington City Code Chapter 155, Appendix E, the City requires that public and quasi-public recreational land uses, including recreation and community center buildings and grounds, require a conditional use permit in the 'B-2' – Central Business District, the zoning designation of the subject property. The legal description of the subject property under consideration is as follows:

> Lots 3 through 11, Lot 12 except the northeast 30 feet thereof, and Lots 13 through 19; all in Block 2; Auditor's Subdivision of Block 2 (Original Town), City of Worthington, Nobles County, Minnesota.

At its June 1, 2021 regular meeting, the City Planning Commission voted unanimously to recommend approval of the applicant's conditional use permit application subject to the following conditions:

1. The site plan be in accordance with Exhibit 1E;
2. A trash enclosure that meets the minimum standards established in City Ordinance § 155.043 (G);
3. The property complies with City Code Section 155.042: Parking and Loading;
4. The subject property must maintain compliance with all applicable local, State, and Federal standards and requirements.
5. The applicant provide fencing at a minimum height of four feet six inches (4'6") that meets the criteria of City Ordinance § 155.043 (C) along the southeast property line of the project area.

The Commission also made an informal recommendation to the City Council to consider extending the fencing along the southeast property line to the Worthington Fire Hall, outside of the scope of the project, to provide a physical barrier between the proposed green space and the adjacent railroad tracks. Their recommendation was based upon the following considerations:

1. Pursuant to Minnesota Statute § 462.3595, the governing bodies of Minnesota cities may designate certain types of developments as conditional uses:

   > *"The governing body may by ordinance designate certain types of developments, including planned unit developments, and certain land development activities as conditional uses under zoning regulations. Conditional uses may be approved by the governing body or other designated authority by a showing by the applicant that the standards and criteria stated in the ordinance will be satisfied. The standards and criteria shall include both general requirements for all conditional uses, and insofar as practicable, requirements specific to each designated conditional use."*

   Chapter 155, Appendix E of the City's Zoning Ordinance requires that recreational land uses in 'B-2' Central Business District are allowed by conditional use only

2. Minnesota Statute § 462.3595 also includes the procedural requirements for the issuance of a conditional use permit by a municipality in Subdivision (2). The Statute requires that public hearings on the granting of conditional permits shall be held in the manner provided in section § 462.357, Subdivision 3, which states:

   > *"No zoning ordinance or amendment thereto shall be adopted until a public hearing has been held thereon by the planning agency or by the governing body"*

3. On Tuesday, October 1, 2019 The City of Worthington Planning Commission recommended a text amendment to Chapter 155: Zoning, Appendix E: Table 5: Schedule of Use Regulations to allow the land uses of public parks, playgrounds, recreation and community center buildings and grounds; golf courses, country clubs, tennis courts and similar recreational uses, all of a non-commercial nature to be permitted in a 'B-2' Central Business District with the issuance of a conditional use permit only. Worthington City Council heard a third reading for the proposed ordinance to amend Title XV, Section 155 Table 5 (Schedule of Use of Regulations) on Tuesday, November 12, 2019. This amendment allowed recreational uses in 'B-2' Central Business District with the issuance of a conditional use permit. The City of Worthington then applied for a conditional use permit on March 13th, 2020. The City of Worthington Planning Commission recommended that this permit be issued on Tuesday, April 7th 2020 subject to certain conditions. Worthington City Council approved the Conditional Use Permit on April 13th, 2020 under the following conditions:

   1. The property be developed in accordance with the site plan shown in Exhibit 1A;
   2. The property complies with City Code Section 155.042: Parking and Loading;
   3. The property screens any outdoor trash area in compliance with City Code;

4. The subject property maintains compliance with all Local, State and Federal regulations; and
5. The site provides a required 60 parking spaces.

The City has revised the site plan shown in Exhibit 1E and applied for a new conditional use permit.

4. Parking for a use such as a recreation fieldhouse is not specified. City code does specify 1 space per 300 square feet in all other commercial uses (Appendix B: Table 2). With an approximately 27,000 square foot facility, this would require 90 parking spaces. The current site plan shows 105 spaces. Staff recommends requiring the 90 parking spaces and finds the current 105 proposed spaces will be sufficient.

5. The property under consideration is zoned 'B-2' Central Business District. There are no required setbacks for buildings within this zoning.

6. City Staff has reviewed all applicable city ordinances and found that the submitted site plan meets all zoning requirements.

7. While not required by State or local requirements, staff finds it prudent to consider a property's stated future land use as established by the City's Comprehensive Plan. As shown in Exhibit 1B, the City's Comprehensive Plan has identified the future land use of the subject property as Downtown Mixed Use. According to the plan (p. 25-26), Downtown should serve as the "civic core of the community" and "New civic uses (such as a community center) should be located in the Downtown when feasible". Additionally, the plan specifically mentions the property under consideration and says, "Redevelopment of the ADI/Campbell's site is important to the Downtown…"

8. Staff finds that with changes of zone, conditional use permits, or other land use requests, the surrounding zoning and land uses should be considered to reduce future land use conflicts. The abutting land uses for the subject property are the following, as shown in Exhibit 1C and pictured in Exhibit 1D:

   North – "B-2" Central Business District with some "R-4" Medium Density Residential to the northwest that is also covered by the shore overlay.
   East – Railroad tracks lay adjacent to the property on the east side with "B-3" General Business District beyond that.
   South – The property is bordered across both railroad tracks and a roadway by "M-1" Light Manufacturing District and a P.U.D area.
   West – There are a couple empty buildings to the west (partially southwest) that are zoned "B-2" Central Business District. Across the road is the bike trail and Okabena Lake.

Council is requested to consider approval or denial of the land use application. Pursuant to City Ordinance § 155.186 and § 155.223 (G), an approval will require a 4/5 vote and any

Council member voting against the application must state their reasons for doing so for the record pursuant to Minnesota Statute § 15.99 Subdivision (2)(b). Should Council wish to approve the application in accordance with the recommendation of the City Planning Commission, it may do so by motion.

**2. CORPORATE GUARANTY, LOAN AGREEMENT, PROMISSORY NOTE, AND SECURITY AGREEMENT (SWIFT PORK COMPANY)**

At its June 8, 2020 regular meeting, the Worthington City Council conducted a public hearing regarding an application from Swift Pork Company to the Minnesota Department of Employment and Economic Development (DEED) for an up to $450,000 forgivable loan in Minnesota Investment Funds for their new $30 million, 175,000-200,000 square foot freezer facility expected to create approximately 70 new full-time positions ranging from $17.05 to $21.30 per hour, plus benefits. After conducting the public hearing and holding discussion on the matter, the City Council approved the proposed application and passed Resolution 2020-06-30 in support of the application and the project. The Council also approved an application for an additional $550,000 in DEED Job Creation Funds and passed Resolution 2020-06-31 in support of the application and project.

Once the loan application was approved by DEED, the Council approved a $450,000 grant contract agreement with the DEED for the Minnesota Investment Funds (MIF) for this project at its regular October 26, 2020 meeting. Pursuant to the contract, the State will award the City the $450,000 in MIF funds, who will loan the funds to Swift Pork Company as a forgivable loan based on job creation. Now that the grant contract has been approved, the last step is for the City's governing body to consider approval of the proposed corporate guaranty, loan agreement, promissory note, and security agreement for the project. The corporate guaranty and promissory note are pledges from Swift that they will repay the loan when due; the loan agreement establishes the terms of the loan, references the City's grant contract, and defines the terms of the proposed forgiveness; and the security agreement establishes the City's collateral, the freezing/storage system that holds Swift's product in the new facility.

To reduce the size of the Council packet, a copy of the proposed agreements will be sent to Councilmembers under separate cover. Copies of the proposed agreements are also on file with the City Clerk's Office and can be reviewed upon request. The City's legal counsel on this project, Dorsey and Whitney, LLP has reviewed the proposed agreements and each of their comments have been satisfactorily addressed in the final versions provided to the Council under separate cover.

Council is requested to consider approval of the corporate guaranty, loan agreement, promissory note, and security agreement and authorize the Mayor and Clerk to execute the agreements on behalf of the City Council.

**3. CONTRACT FOR SERVICES (BOLTON & MENK, INC.)**

At its May 10, 2021 regular meeting, the City Council received a memo from the City's engineering consultant, Bolton and Menk, Inc. (BMI), and discussed three stormwater infrastructure options at the City's current commercial/industrial development site, an approximately 83-acre parcel located north of Highway 59, south of 27th Street. The Council indicated their preference to modify the outlet of the existing regional pond to accommodate future development without requiring individual ponds on each site. Council directed staff to work with BMI to develop a proposal to assist the City with this project. A proposal for these services is shown in Exhibit 3A. The proposed scope of services includes the below:

1. Reviewing and updating existing stormwater modeling for the regional ponds
    a. Reviewing the models created for the 2013 project and updating them with current rainfall data and required treatment parameters
2. Final Design
    a. Utilizing the updated modeling, revised pond outlet structures will be designed and detailed
3. A final memorandum outlining findings and recommendations along with necessary construction plans and specifications to solicit competitive bids or quotes for the recommended work

The cost associated with these services is structured as an hourly not-to-exceed amount of $5,500.00 and the project schedule includes a September 1, 2021 completion date. Council is requested to consider approval of the proposed contract for services shown in Exhibit 3A and authorizing the Mayor and Clerk to execute the agreement.

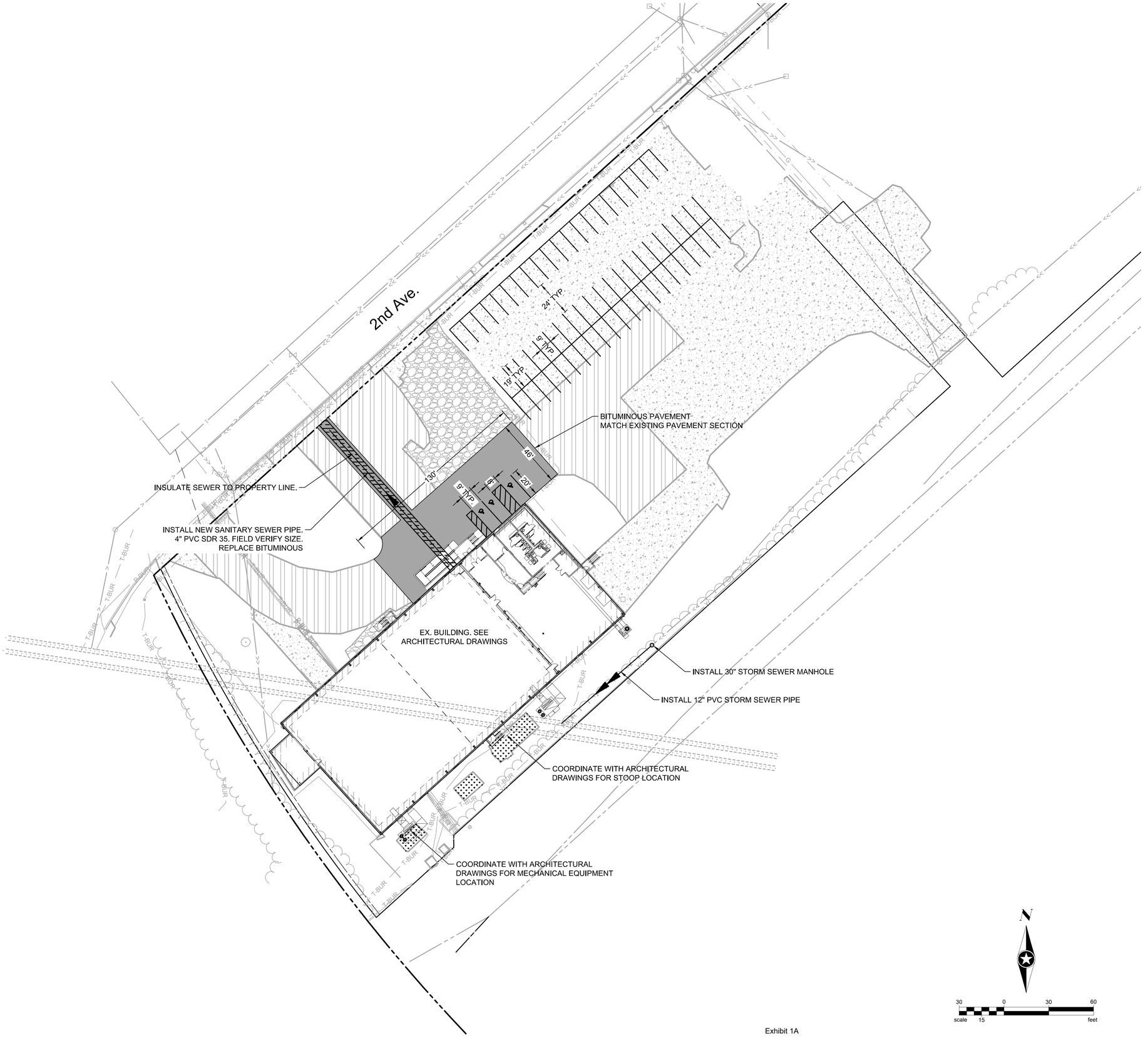


Exhibit 1A

## LEGEND

- PROPOSED BITUMINOUS SURFACE
- 6" TOPSOIL AND SEED
- EXISTING BITUMINOUS SURFACE
- EXISTING CONCRETE SURFACE
- EXISTING GRAVEL SURFACE

NOTES:
1: RESTORE TURF FOR ALL DISTURBED AREAS NOT INTENDED TO BE IMPERVIOUS SURFACE.
2: USE EXISTING AGGREGATE BASE UNDER REMOVED BITUMINOUS UNLESS DIRECTED BY ENGINEER. RECOMPACT PRIOR TO PAVING.

N

30 0 30 60
scale 15 feet

GRAY SEH

NOT FOR CONSTRUCTION

Project Owner
CITY OF WORTHINGTON

CITY OF WORTHINGTON
**FIELD HOUSE RENOVATION**
700 2nd Avenue
Worthington, MN 56187

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|---|---|
| **SEH Project** | WORTC 151154 |
| **Checked By** | BB |
| **Drawn By** | FS |

**Project Status** **Issue Date**

**Revision Issue**

| Rev. # | Description | Date |
|---|---|---|

SITE LAYOUT

C101

Save: 3/2/2020 1:40 PM kpederson Plot: 3/10/2020 12:00 PM P:\UZ\WW\Worktc\151154\5-final-dsgn\51-drawings\10-Civil\cad\dwg\sheet\WO 151154_PL.dwg

GRAY

Exhibit 1B

GRAY

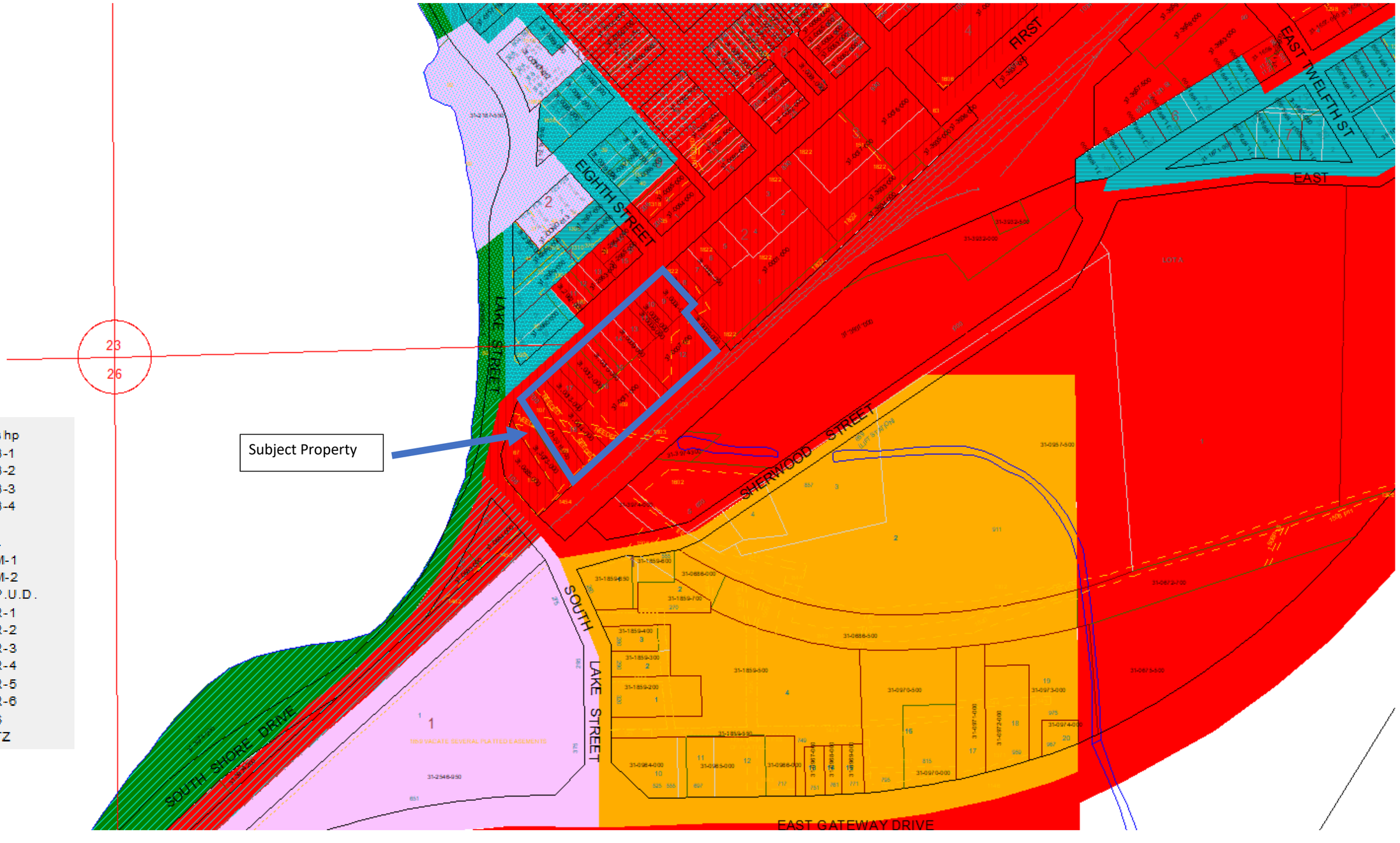
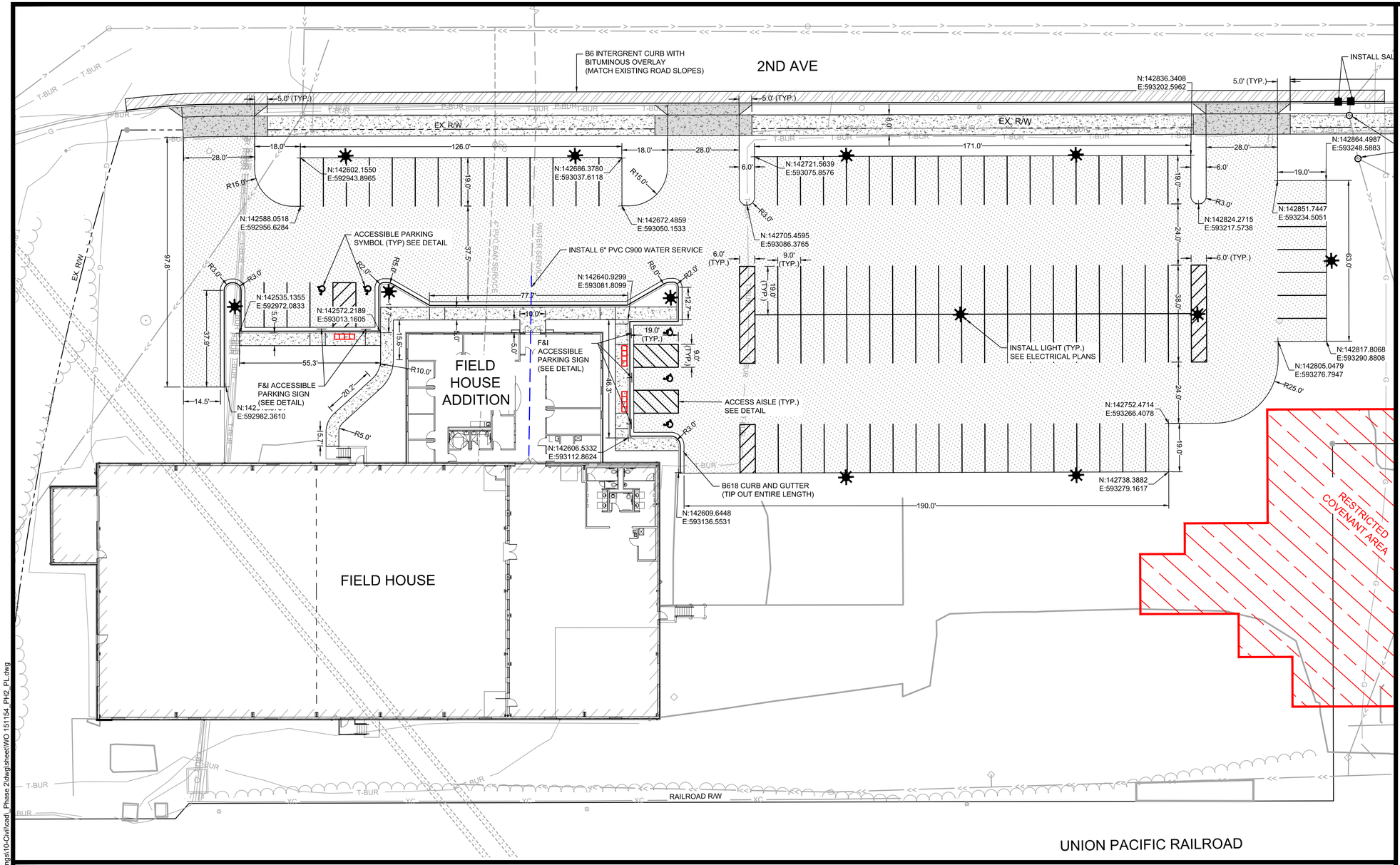



Exhibit 1C

GRAY

Exhibit 1D



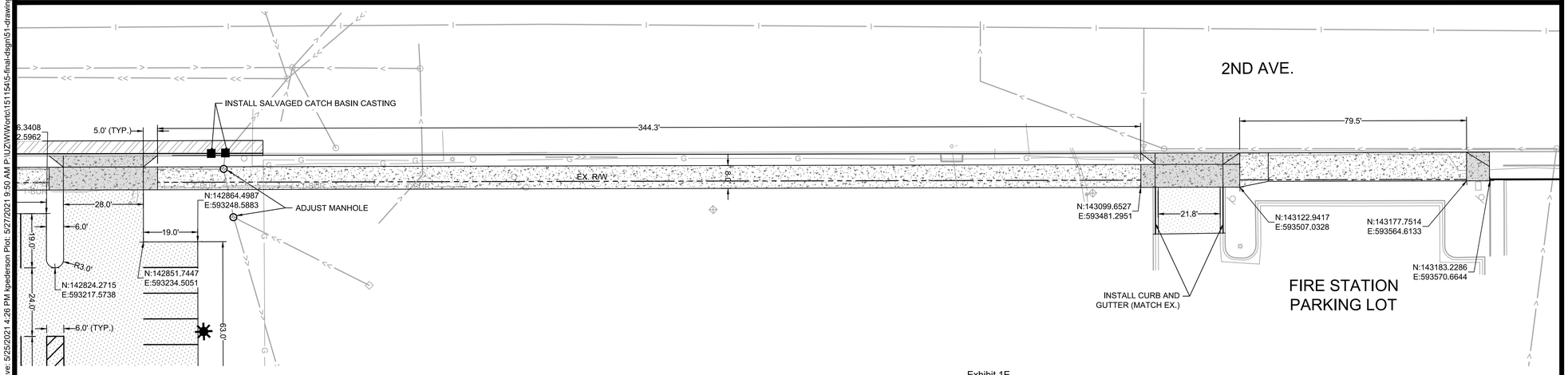




Exhibit 1E

**LEGEND**

- BITUMINOUS PAVEMENT
- 6" CONCRETE WALK / DRIVEWAY PAVEMENT
- 4" CONCRETE WALK
- DETECTABLE WARNING PANNEL
- INSTALL LIGHT POLE

NOTES:
1. ALL CURB CALL OUTS ARE TO BACK OF CURB UNLESS NOTED OTHERWISE.
2. ALL SIGNS ARE TO MEET ADA, MNDOT, AND MUTCD STANDARDS.

20 0 20 40
scale 10 feet

GRAY SEH

PRELIMINARY

Project Owner
CITY OF WORTHINGTON

CITY OF WORTHINGTON
# FIELD HOUSE RENOVATION
700 2nd Avenue
Worthington, MN 56187

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|---|---|
| SEH Project | WORTC 151154 |
| Checked By | AM |
| Drawn By | KP |

| Project Status | Issue Date |
|---|---|

Revision Issue

| Rev. # | Description | Date |
|---|---|---|

SITE LAYOUT

C300

Save: 5/25/2021 4:26 PM kpederson Plot: 5/27/2021 9:50 AM P:\UZ\W\Wortc\151154\5-final-dsgn\51-drawings\10-Civil\cad_Phase 2\dwg\sheet\WO 151154_PH2_PL.dwg

# GUARANTY – CORPORATE

IN order to induce the City of Worthington (the "Lender"), to extend credit or other financial accommodations to Swift Pork Company, a Foreign Business Corporation located in the state of Minnesota (the "Borrower"), in an original principal amount of $450,000.00 (the "Loan"), and as evidenced by the City of Worthington's Promissory Note (the "Note") of even date herewith executed by the Borrower in the original principal amount of $450,000.00 payable to the order of the Lender, the undersigned (the "Guarantor") hereby:

l. Unconditionally and absolutely guarantees to the Lender:

(a) The full and prompt payment when due, whether at the maturity date specified in the Note or earlier upon acceleration of maturity pursuant to the provisions thereof, of principal, interest, and late charges, if any, specified in the Note and any and all renewals thereof including notes taken in substitution therefore; and,

(b) The payment and performance by the Borrower and any accommodating parties of their obligations under and pursuant to the Loan and any and all documents related thereto, including specifically, but not by way of limitation, the City of Worthington's Loan Agreement (the "Loan Agreement"), the City of Worthington's Security Agreement (the "Security Agreement"), each of even date herewith and to which Borrower is a party.

(The Note and such other liability, indebtedness and obligations, are hereinafter collectively referred to as the "Obligations"); together with the full and prompt payment of any and all of Lender's fees, costs and expenses of and incidental to the enforcement of the Obligations, and the enforcement of this Guaranty, including, without limitation, reasonable attorneys' fees, plus interest thereon at the lesser of 3% per annum based upon a 365 day year or the highest rate authorized by law.

2. Agrees that the Lender may demand payment from the Guarantor of any installment (or portion thereof) of principal or interest on the Loan, when due, and the Guarantor shall immediately pay the same to the Lender, and the Lender may demand payment or performance of any or all of the Obligations, when such payment or performance is due or required, and the Guarantor shall immediately pay or perform the same, whether or not the Lender has commenced repossession of any or all collateral or security, or foreclosure of any security interest, mortgage or other lien in or on any of such collateral and security, or otherwise exercised its rights and remedies hereunder or under the Loan, the documents related thereto, or applicable law.

3. Waives (i) presentment, demand, notice of non-payment, protest and notice of protest and dishonor on the Obligations, (ii) notice of acceptance of this Guaranty by the Lender, and, (iii) notice of the creation or incurrence of the Obligations by the Borrower.

4. Grants to Lender, in Lender's sole discretion and without notice to the Guarantor, which notice is hereby waived by the Guarantor, and subject only to the provisions of any agreement

between the Debtor or any other party and Lender at the time in force, the following powers:

(a) To modify or otherwise change any terms of all or any part of the Obligations or the rate of interest thereon, (but not to increase the principal amount of the Note), to grant any extension or renewal thereof and any other indulgence with respect thereto, and to effect any release, comprise or settlement with respect thereto;

(b) To enter into any agreement of forbearance with respect to all or any part of the Obligations, or with respect to all or any part of the collateral or security, and to change the terms of any such agreement;

(c) To forbear from calling for additional collateral or security, or to secure any obligation comprised in any collateral pledged to secure repayment of the Obligations;

(d) To consent to the substitution, exchange, or release of all or any part of the collateral or security, whether or not any such collateral or security received by the Lender upon any such substitution, exchange, or release shall be of the same or of a different character or value than the collateral or security surrendered by Lender; and

(e) In the event of nonpayment when due, whether by acceleration or otherwise, of any of the Obligations, or in the event of default in the performance of any obligation comprised in the collateral or security, to realize on such collateral or any part thereof, as a whole or in such parcels or subdivided interest as the Lender may elect, at any public or private sale or sales, for cash or on credit or for future delivery, without demand, advertisement of notice of the time or place of sale or any adjournment thereof (the Guarantor hereby waiving any such demand, advertisement and notice to the extent permitted by law), or by foreclosure or otherwise, or to forbear from realizing thereon, all as Lender in its sole and uncontrolled discretion may deem proper, and to purchase all or any part of such collateral or security for its own account at any such sale or foreclosure, such powers to be exercised only to the extent permitted by law.

5. Agrees that the Lender shall not be required to first resort for payment to the Borrower or any other person, corporation or entity, or their properties or estates, or any collateral or security, or other rights or remedies whatsoever, prior to enforcing this Guaranty.

6. Agrees that this Guaranty shall be construed as a continuing, absolute, and unconditional guaranty without regard to (i) the validity, regularity or enforceability of the Obligations, or the disaffirmance thereof in any insolvency or bankruptcy proceeding relating to the Borrower, or (ii) any event or any conduct or action of the Borrower, the Lender, or any other party which might otherwise constitute a legal or equitable discharge of a surety or guarantor but for this provision.

7. Agrees that this Guaranty shall remain in full force and effect and be binding upon the Guarantor until the Obligations are paid in full.

8. Agrees that no act, omission or thing, except full payment and discharge of the

Obligations, which but for this provision could act as a release or impairment of the liability of the Guarantor, or any of them, and the Guarantor waive any and all defenses of the Borrower pertaining to the Obligations, any evidence thereof, and any collateral or security therefore, except the defense of discharge by payment in full.

9. Agrees that the Lender is expressly authorized to forward or deliver any or all collateral or security which may at any time be placed with it by the Borrower, the Guarantor, or any other person, directly to the Borrower for collection and remittance or for credit, or to collect the same in any other manner and to renew, extend, compromise, exchange, release, surrender or modify the installments of, any or all of such collateral or security with or without consideration and without notice to the Guarantor, and without in any manner affecting the absolute liability of the Guarantor hereunder. Further that the liability of the Guarantor hereunder shall not be affected or impaired by the failure, neglect or omission on the part of the Lender to realize upon the Obligations, or upon any collateral or security therefore, nor by the taking by the Lender of any other guaranty or guaranties to secure the Obligations or any other indebtedness of the Borrower to the Lender, nor by the taking by the Lender of collateral or security of any kind, nor by any act or failure to act whatsoever which, but for this provision, might or could in law or in equity act to release or reduce the Guarantor's liability hereunder.

10. Guarantor' obligations hereunder, and the rights of Lender in the collateral or security, shall not be released, discharged or in any way affected, nor shall the Guarantor have any rights or recourse against Lender, by reason of the fact that (i) any of such collateral or security may be in default at the time of acceptance thereof by Lender or later, (ii) a valid lien in any of such collateral or security may not be conveyed to, or created in favor of, Lender, (iii) any of such collateral or security may be subject to equities or defenses or claims in favor of others, or may be invalid or defective in any way, (iv) any of the Obligations may be invalid for any reason whatsoever, (v) the value of any of such collateral or security, or the financial condition of the Debtor or of any obligor under or guarantor of any of such collateral or security, may not have been correctly estimated or may have changed or hereafter change, (vi) there may have been any deterioration, waste, or loss by fire, theft, otherwise of any of such collateral or security, unless such deterioration, waste, or loss be caused by the willful act or willful failure to act of the Lender.

11. Agrees that so long as any portion of the Obligations are due and owing, or to become due and owing, by the Borrower to the Lender, the Guarantor shall not, without the prior written consent of the Lender, collect or seek to collect from the Borrower the claim, if any, by subrogation or otherwise, acquired by the Guarantor through payment of any part or all of the Obligations.

12. Agrees that the liability of the Guarantor hereunder shall not be affected or impaired by the existence or creation from time to time, with or without notice to the Guarantor which notice is hereby waived, of indebtedness from the Borrower to the Lender in addition to the indebtedness evidenced by the Note. The Guarantor hereby consents to the creation or existence of such additional indebtedness.

13. Agrees that the possession of this instrument of guaranty by the Lender shall be conclusive evidence of due execution and delivery hereof by the Guarantor.

14. Agrees that this Guaranty shall be binding upon the legal representatives, successors and assigns of the Guarantor, and shall inure to the benefit of the Lender and its successors, assigns and legal representatives. That, notwithstanding the foregoing, the Guarantor shall have no right to assign or otherwise transfer its rights and obligations under this Guaranty to any third party without the prior written consent of the Lender, and that any such assignment or transfer shall not release or affect the liability of the Guarantor hereunder in any manner whatsoever.

15. Agrees that the Guarantor may be joined in any action or proceeding commenced against the Borrower in connection with or based upon the Obligations, and recovery may be had against the Guarantor in any such action or proceeding or in any independent action or proceeding against the Guarantor should the Borrower fail to duly and punctually pay any of the principal of or interest on the Obligations, without any requirement that the Lender first assert, prosecute or exhaust any remedy or claim against the Borrower or against any collateral or security.

16. Agrees that upon the occurrence at any time of an event of default under either the Note, the Mortgage or the Loan Agreement, and during the continuance thereof, the Lender shall have the right to set off any and all amounts due hereunder by the Guarantor to the Lender against any indebtedness or obligation of the Lender to the Guarantor.

17. Agrees that the Guarantor shall be liable to the Lender for any deficiency remaining after foreclosure of any mortgage or any security interest granted by the Borrower, the Guarantor or any third party to the Lender to secure repayment of the Obligations and the subsequent sale by the Lender of the property subject thereto to a third party (whether at a foreclosure sale or at a sale thereafter by the Lender in the event the Lender purchases said property at the foreclosure sale), notwithstanding any provision of applicable law which may prevent the Lender from obtaining a deficiency judgment against, or otherwise collecting a deficiency judgment from, the Borrower, including, without limitation, Minn. Stat. § 582.30.

18. Notwithstanding any payment or payments made by the Guarantor hereunder or any setoff or application of funds of the Guarantor by the Lender, the Guarantor shall not be entitled to be subrogated to any of the rights of the Lender against the Borrower or any other guarantor or any collateral, security or guarantee or right of offset held by the Lender for the payment of the Obligations, nor shall the Guarantor seek or be entitled to seek any contribution or reimbursement from the Borrower or any other guarantor in respect of payments made by the Guarantor hereunder, until all amounts owing to the Lender by the Borrower on account of the Obligations are irrevocably paid in full. If any amount shall be paid to the Guarantor on account of such subrogation rights at any time when all of the Obligations shall not have been irrevocably paid in full, such amount shall be held by the Guarantor in trust for the Lender, segregated from other funds of the Guarantor, and shall forthwith upon receipt by the Guarantor be turned over to the Lender in the exact form received by the Guarantor (duly endorsed by the Guarantor to the Lender if required), to be applied against the Obligations, whether matured or unmatured, in such order as the Lender may determine. Notwithstanding any of the foregoing, to the extent

any right of subrogation which the Guarantor may have pursuant to this Guaranty or otherwise, or any right of reimbursement or contribution or similar right against the Borrower, any property of the Borrower or any other guarantor of any of the Obligations would result in the Guarantor being a "creditor" of the Borrower within the meaning of Section 547 of Title 11 of the United States Bankruptcy Code as now in effect or hereafter amended, or any comparable provision of any successor statute, the Guarantor hereby irrevocably waives such right of subrogation, reimbursement or contribution .

19. Agrees that this Guaranty shall be deemed a contract made under and pursuant to the laws of the State of Minnesota, and shall be governed by and construed under the laws of such state. That, wherever possible, each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Guaranty, and to such extent the provisions of this Guaranty shall be severable.

20. Agrees that no failure on the part of the Lender to exercise, and no delay in exercising, any right or remedy hereunder shall operate as or constitute a waiver thereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof, or the exercise of any other right or remedy granted hereby or by any related document or by law.

21. Waives any and all claims against the Lender and defenses to performance and payment hereunder relating in any way, directly or indirectly, to the performance of the Lender's obligations or exercise of any of its rights under the Note and the documents related thereto.

22. Warrants and represents to the Lender as follows:

(a) This Guaranty constitutes the legal, valid and binding obligation of the Guarantor enforceable in accordance with its terms (subject, as to enforceability, to limitations resulting from bankruptcy, insolvency or other similar laws affecting creditors' rights generally).

(b) There is no action, suit or proceeding pending or, to the knowledge of the Guarantor, threatened against or affecting the Guarantor which, if adversely determined, would have a material adverse effect on the condition (financial or otherwise), properties or assets of the Guarantor, or which would question the validity of this Guaranty or any instrument, document or other agreement related hereto or required hereby, or impair the ability of the Guarantor to perform its obligations hereunder or thereunder.

(c) Guarantor are not in default of any material provision under any material agreement, instrument, decree or order to which it is a party, or by which it or its property is bound or affected.

(d) No consent, approval, order or authorization of, or registration, declaration or filing with, or notice to, any governmental authority or any third party is required in connection with the execution and delivery of this Guaranty or any of the agreements or instruments herein mentioned to which the Guarantor is a party, or the carrying out or performance of any of the transactions required or contemplated hereby or thereby, or, if required, such consent, approval, order or authorization has been obtained or such registration, declaration or filing has been accomplished, or such notice has been given prior to the date hereof.

(e) Guarantor have filed all tax returns required to be filed, and have paid all taxes shown thereon to be due, including interest and penalties, which are not being contested in good faith and by appropriate proceedings, and it has no information or knowledge of any objections to or claims for additional taxes in respect of federal income or excess profits tax returns for prior years.

23. Agrees that the liability of the Guarantor and any other guarantor of the Obligations shall be joint and several.

24. Acknowledge, understand, and agree that if Lender enters into, has entered into, or will enter into, any form of guaranty with any other lending institution under which it guaranties a portion of the Obligations, then the Guarantor will not be a coguarantor with the Lender, shall have no right of contribution with the Lender, shall have no right of contribution against the Lender, and all liability hereunder shall continue notwithstanding payment by the Lender under any guaranty to such other lending institution.

25. Agrees that the Guarantor will directly or indirectly benefit by the making of the Loan, and that the Lender has agreed to make the Loan in reliance upon this Guaranty.

26. Agrees that if, at any time, all or any part of any payment previously applied by the Lender to any of the Obligations must be returned by the Lender for any reason, whether by court order, administrative order or settlement, the Guarantor shall remain liable for the full amount returned as if said amount had never been received by the Lender, notwithstanding any term of this Guaranty or the cancellation or return of any note or other agreement evidencing the Obligations.

27. Agrees that all liability hereunder shall continue notwithstanding the incapacity, lack of authority, death, or disability of any one or more of the Guarantor, and that any failure by the Lender or its assigns to file or enforce a claim against the estate of any of the Guarantor shall not operate to release any other of the Guarantor from liability hereunder. The failure of any other person to sign this Guaranty shall not release or affect the liability of any of the Guarantor.

28. Consents to the personal jurisdiction of the state and federal courts located in the State of Minnesota in connection with any controversy related to this Guaranty, waives any argument that venue in such forums is not convenient, and agrees and consents that any litigation initiated by either the Borrower, the Guarantor or the Lender relating to and in connection with this

Guaranty shall venue in either the District Court for the County of Ramsey State of Minnesota, or the United States District Court for the District of Minnesota which is located in the City of Saint Paul, County of Ramsey, State of Minnesota.

29. Agrees to furnish Lender or the holder of the Note, so long as any part of the Obligations remain unpaid; (i) federal and state tax returns within 30 days after they have been filed, and (ii) upon demand, but not more often than semiannually, a financial statement setting forth, in reasonable detail, the assets, liabilities, and net worth of the Guarantor.

**THE UNDERSIGNED** entered into and executed this Corporate Guaranty on the day and date indicated immediately below their respective signatures.

**GUARANTOR:** JBS USA Food Company

Todd Anderson

By it's HEAD OF TAX

Executed on February 25, 2021.

STATE OF COLORADO

COUNTY OF Weld

The foregoing _____ Guaranty was acknowledged before me _____, 2021, by _____, of _____, Guarantor on his/her own behalf.

MARTHA ELBA LOPEZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194000519
MY COMMISSION EXPIRES JANUARY, 07 2023

Notary Public

Executed on February 25, 2021.

**LENDER: City of Worthington**

xxx

Executed on _____, 2021.

STATE OF MINNESOTA

COUNTY OF _____

The foregoing _____ Guaranty was acknowledged before me _____, 2021, by _____on his/her own behalf.

Notary Public

**LOAN AGREEMENT**
**MINNESOTA INVESTMENT FUND**

**THIS AGREEMENT** (the "Loan Agreement") is made and entered into as the 29th day of July, 2020 by and between the City of Worthington (the "Lender") and Swift Pork Company (the "Borrower");

**Recitals**

1. The Lender has applied to the Minnesota Department of Employment and Economic Development (DEED) for a Minnesota Investment Fund Grant (the "MIF Grant") pursuant to an application (the "Grant Application") and received approval for the MIF Grant; and

2. Grant Contract Number CDAP-20-0012-H-FY21 (the "Grant Contract") between the Minnesota Department of Employment and Economic Development (the "State") and the Lender has been executed and requires that the Borrower provide sufficient funds to complete financing and agree to loan terms with the Lender regarding the MIF Grant; and

3. The parties hereto agree to incorporate into this Loan Agreement by reference the Grant Application and Grant Contract; and

4. The work anticipated to be performed for the Borrower's Project is not geographically dependent. It therefore could have been located at any number of locations either within or outside of the State of Minnesota. The subsidy has been provided to enhance the financial attractiveness and financial feasibility of locating or retaining the Borrower's operations in the Jurisdiction, rather than at some other location.

5. Borrower and Lender wish to set forth the terms and conditions upon which Lender will make the Loan to Borrower and for the repayment thereof.

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

**ARTICLE 1**
**Definitions**

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

**"Bank"** means N/A.

**"Benefit Date"** means the earlier of the date equipment financed through a Minnesota Investment Fund loan is fully operational or the date a building certificate of occupancy is issued

for real property improvements financed through a Minnesota Investment Fund, or May 31, 2021.

**"Benefit"** is defined as one or more of the following non-mandated compensation items paid by the Borrower on behalf of employees: health, dental, life and disability insurance, retirement program or profit-sharing.

**"City"** means the City of Worthington.

**"County"** means Nobles County.

**"Compliance Date"** means the date that is two (2) years after the Benefit Date.

**"Development Property"** means the real property described in Exhibit A attached.

**"Effective Date"** means July 29, 2020.

**"Expiration Date"** means three months after the Compliance Date as defined in the Grant Contract.

**"Equipment"** means the machinery & equipment purchased by the Borrower with the Loan Proceeds and described in Exhibit B attached.

**"Full-Time Equivalent (FTE)"** is one or more people working a sum of 2,080 hours in a calendar year, which includes paid time off.

**"Grant Contract"** means Minnesota Department of Employment and Economic Development Grant Contract # CDAP-20-0012-H-FY21 and attached as Exhibit C.

**"Initial Disbursement Date"** means the date of the first disbursement of any Loan Proceeds by the Lender to the Borrower.

**"Jurisdiction"** means within the corporate boundaries of the Lender.

**"Loan"** means the funds loaned by the Lender to the Borrower pursuant to this Loan Agreement.

**"Loan Documents"** means this Loan Agreement, the Promissory Note, Security Agreement or Letter of Credit, and the Corporate Guaranty of JBS USA Holdings Inc.

**"Loan Proceeds"** means the proceeds of the Loan disbursed to the Borrower pursuant to this Loan Agreement.

**"MIF Program"** means the Minnesota Investment Fund, Minn. Stat. § 116J.8731 and Minn. Rules Chapter 4300.

**"MIF Grant"** means the award of funds by the State to the Lender pursuant to the Grant Contract.

**"New Jobs"** means the new permanent, Full-Time Equivalent, non-contract, non-seasonal jobs to be created by the Borrower.

**"Other Project Funds"** means all funds required to complete the Project as defined in the Grant Application.

**"Project"** means: The Borrower's $30MM project includes a new facility up to 200,000 square feet at the existing location in Worthington. The facility includes a freezer capable of holding 25,000,000 pounds of frozen product and 2,500,000 pounds of fresh product. The project will create 68 new jobs paying an average wage of $18.20 per hour plus benefits averaging $3.00 per hour.

**"Promissory Note"** means a legal document that represents the Borrower's promise to repay the Loan per a given payment schedule, in substantially the form set forth by the State.

**"State"** means the Minnesota Department of Employment and Economic Development.

"**Termination Date"** means the date of the final payment made by the Borrower to the Lender under the terms of the Loan Agreement and Promissory Note (or the date that the Loan is forgiven by the State).

## ARTICLE 2
## Loan, Use of Proceeds and Conditions of Repayment

Section 2.1. **MIF Loan/Funds**. The Lender agrees, on the terms and subject to the conditions hereinafter set forth, to make a loan to the Borrower in an aggregate principal amount not to exceed $450,000 for machinery and equipment. The obligation of the Borrower to repay the Loan shall be evidenced by the Promissory Note. The Borrower's obligations under this Loan Agreement are expressly contingent on the Lender's receipt of the MIF Grant from the State in an amount adequate to make the Loan.

Section 2.2**. Non-MIF (Other) Project Funds.** The Borrower has secured a commitment for the private financing necessary to complete the Project, in a form and under conditions satisfactory to the Bank, Borrower and Lender.

(a) The Borrower shall commit not less than $29,550,000 of equity.

(b) Other Project Funds described in the Grant Application must be used at the same amount, for the same purposes and under the same terms, rates and conditions as specified unless written consent is received from the State prior to expenditure.

Section 2.3**. Loan Terms.** FORGIVABLE LOAN: The Loan shall be forgiven by the Lender and the State upon satisfaction by the Borrower of the terms of this Loan Agreement. In the event the Loan is not forgiven, the Loan shall be repayable as set forth in Section 8.2 of this Loan Agreement. The Loan terms may not be modified without prior written approval from the State.

Section 2.4**. Early Repayment.** The Promissory Note may be prepaid in whole or in part at any time without penalty. A prepayment shall first be applied against any accrued interest, and then against any outstanding and past due payments which are due and owing hereunder or under the Loan Agreement, and then the remaining portion of such prepayment shall be applied against the remaining outstanding and unpaid principal balance.

Section 2.5. **Maintenance and Operation of the Project.** As long as any portion of the Loan is still outstanding, Borrower shall maintain and operate the Project and use the Loan Proceeds in compliance with the terms of MIF, this Loan Agreement, and all applicable federal, state and local laws, regulations and ordinances, including but not limited to all environmental laws and regulations.

## Article 3
## Conditions of Lending

Section 3.1. **Condition Precedent to Any Advance.** The obligation of the Lender to close the Loan and disburse the Loan Proceeds thereof to Borrower shall, subject to waiver by the State, be subject to the condition precedent that the Lender shall have received on or before the date of such closing the Promissory Note duly executed by the Borrower. The Borrower shall provide identifying information for the equipment prior to disbursement of the Loan Proceeds in accordance with Section 9.3 hereof.

Section 3.2. **Further Conditions Precedent to Disbursement.** The obligation of the Lender to disburse the Loan Proceeds shall also be subject to the following conditions precedent:

(a) The Loan which is being made to the Borrower shall be consistent with the provisions of MIF.

(b) No Event of Default hereunder or event which would constitute such an Event of Default but for the requirement that notice be given or that a period of grace or time elapse, shall have occurred and be continuing.

Section 3.3. **Disbursement and Deposit of Loan Proceeds.** Upon the execution of this Loan Agreement and the satisfaction of all of the conditions specified in Article 6, the Lender shall disburse the full Loan Proceeds to the Borrower.

Section 3.4. **Termination**. This Loan Agreement shall automatically terminate without any notice to Borrower:

(a) If no Loan Proceeds have been disbursed to the Borrower prior to the Expiration Date; or

(b) If the Borrower fails to pay its debts as they become due, makes an assignment for the benefit of its creditors, admits in writing its inability to pay its debts as they become due, files a petition under any chapter of the Federal Bankruptcy Code or any similar law, state or federal, now or hereafter existing, becomes "insolvent" as that term is generally defined under the Federal Bankruptcy Code, files an answer admitting insolvency or inability to pay its debts as they become due in any involuntary bankruptcy case commenced against it, or fails to obtain a dismissal of such case within sixty (60) days after its commencement or convert the case from one chapter of the Federal Bankruptcy Code to another chapter, or is the subject of an order for relief in such bankruptcy case, or is adjudged a bankrupt or insolvent, or has a custodian, trustee, or receiver appointed for it, or has any court take jurisdiction of its property, or any part thereof, in any proceeding for the purpose of reorganization, arrangement, dissolution, or liquidation, and such custodian, trustee, or receiver is not discharged, or such jurisdiction is not relinquished, vacated, or stayed within sixty (60) days of the appointment.

## ARTICLE 4
## Acknowledgments, Incorporation, Representations, and Warranties

Section 4.1. **Acknowledgments/Incorporation.**

(a) The Borrower acknowledges that the Lender, in order to obtain funds for part of the Borrower's activities in connection with the Project, has applied for the MIF Grant to the State under the Minnesota Investment Fund Program, Economic Development Division, and that the Lender has entered into the Grant Contract with the State attached as Exhibit C, setting forth the terms, conditions, and requirements of the MIF Grant. The Borrower further acknowledges that it has made certain representations and statements in the Grant Application concerning its activities relating to the Project, and that the Borrower is designated and identified under the Grant Contract.

(b) Under the Grant Contract, the Lender has undertaken certain obligations with respect to, and among other things, repayment to the State of the Loan Proceeds in the event certain conditions are not met. A copy of the Grant Contract and this Loan Agreement shall be on file in the offices of the Lender. In the event any provision of this Loan Agreement relating to the Borrower's obligations hereunder is inconsistent with the provisions of the Grant Contract relating to the Borrower's activities thereunder, the provisions of the Grant Contract shall prevail.

(c) The Borrower acknowledges that nothing contained in the Grant Contract or this Loan Agreement, nor any act of the State or the Lender, shall be deemed or construed to create between the State and the Borrower (or, except as Borrower and Lender between the Lender and the Borrower) any relationship, including but not limited to that of third party beneficiary,

principal and agent, limited or general partnership, or joint venture. As such, the Borrower agrees to hold the State harmless from any claim, demand, suit, action, or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Loan Agreement, any events related to the Project or the Borrower's participation in this Loan, or Borrower's activities on the Development Property.

Section 4.2. **Representations and Warranties**. The Borrower warrants and represents, in connection with the Loan and for the benefit of the State and the Lender, that:

(a) It is a foreign business corporation, registered and in good standing under the laws of the State of Minnesota, and is authorized to enter into this Loan Agreement and perform any of the acts required herein.

(b) It has the legal authority and is duly authorized to operate the Project, to incur the indebtedness of the Promissory Note and to perform its obligations under this Loan Agreement, to execute and deliver the Loan Documents to which it is a party and it has taken all actions necessary and incident to its execution and delivery of the Loan Documents.

(c) Its execution and delivery of the Loan Documents to which it is a party, and its incurrence of the Loan does not violate any provision of law or Borrower's corporate documents.

(d) The Promissory Note was duly and validly authorized, executed and delivered, and it constitutes the legal, valid and binding obligation of the Borrower enforceable in accordance with its terms. The Loan Documents to which it is a party, have been duly and validly authorized, executed and delivered, and are the legal, valid and binding obligations of the Borrower enforceable against the Borrower in accordance with their respective terms, except to the extent the enforceability thereof may be limited by bankruptcy, insolvency or other law affecting creditor's rights, or the application of equitable principles generally.

(e) It is not in violation of any provisions of its organizational documents or of the laws of local governments, State of Minnesota or U.S. Government, and there are no actions, suits or proceedings pending, or to its knowledge threatened, before or by any judicial body or governmental authority, against or effecting it, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Loan Agreement or to perform any of the acts required of it in the Loan Documents to which it is a party.

(f) Neither the execution and delivery of the Loan Documents to which it is a party, nor compliance with any of the terms, conditions, requirements or provisions contained herein or in such referenced documents, is prevented by, is a breach of, or will result in a breach of any term, condition or provision of any agreement or document to which it is now a party or by which it is bound.

(g) It will maintain adequate capital for the proper operation and administration of its duties under this Loan Agreement.

(h) It will comply with Minn. Stat. § 116J.8731 and Minn. Rules Chapter 4300 and all of the terms, conditions, provisions and requirements, contained in the Loan Documents to which it is a party.

(i) Representations, statements, and other matters provided by the Borrower relating to those activities of the Project to be completed by the Borrower, which were contained in the Grant Application, were true and complete in all material respects as of the date of submission to the Lender and such representations, statements, and other matters are true as of the date of this Loan Agreement and there are no adverse material changes in the financial condition of the Borrower's business.

(j) The Borrower acknowledges that the State, in selecting the Lender as recipient of the Grant, relied in material part upon the assured completion of the Project to be carried out by the Borrower, and the Borrower warrants that said Project will be carried out as promised.

(k) The Borrower warrants that to the best of its knowledge, it has obtained all federal, state, and local governmental approvals, reviews, and permits required by law to be obtained in connection with the Project and has undertaken and completed all actions necessary for it to lawfully execute this Loan Agreement as binding upon it.

(l) The Borrower warrants that it shall keep and maintain books, records, and other documents relating directly to the Other Project Funds, and that any duly authorized representative of the State shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of the Borrower for seven years after the termination of the Loan Agreement or until such time that the Lender and the State have both determined that all issues, requirements, and close-out procedures relating to or arising out of the Loan have been settled and completed, whichever is later.

(m) The Borrower warrants that no transfer of any or all of the Loan Proceeds by the Lender to the Borrower shall be or be deemed an assignment of Loan Proceeds, and the Borrower shall neither succeed to any rights, benefits, or advantages of the Lender under the Grant Contract, nor attain any right, privileges, authorities, or interest in or under the Grant Contract.

Section 4.3. **Affirmative Covenants**. Borrower further warrants and agrees that:

(a) It has sufficient funds to complete the purposes of the Project and sufficient capacity to administer the Project.

(b) The Project will be performed in full compliance with all applicable federal, state

and local laws, regulations, rules and ordinances, which include but are not limited to all applicable environmental laws, regulations and rules.

(c) Borrower agrees to submit reports required in Article 7 and Article 8.

## ARTICLE 5
## Events of Default and Rights and Remedies

Section 5.1**. Events of Default.** Any one or more of the following events shall be deemed and shall constitute an "Event of Default":

(a) The interest or principal due under the Promissory Note, or any other payments due and payable under this Loan Agreement or any other document referred to herein, are not paid when due and such nonpayment is not remedied within ten (10) business days after written notice thereof to the Borrower by the Lender;

(b) The Borrower is in breach of any of the requirements, terms, conditions, covenants or other agreements in the Loan Documents and remains in breach in any material respect for thirty (30) business days after written notice thereof to the Borrower by the Lender; provided, however, that if such breach shall reasonably be incapable of being cured within such thirty (30) business days after notice, and if the Borrower commences and diligently prosecutes the appropriate steps to cure such breach, no default shall exist so long as the Borrower is proceeding to cure such breach in a reasonable period of time;

(c) Any representation or warranty made by the Borrower in the Loan Documents, any other document referred to in such documents, or any financial statement, certificate, or report furnished pursuant to this Loan Agreement, or any representation or warranty made order to induce the Lender to close the Loan or disburse the Loan Proceeds, which proves to have been untrue in any material respect or materially misleading as of the time such representation or warranty was made;

(d) Borrower shall make an assignment for the benefit of its creditors, or shall be dissolved, or shall commit an act of bankruptcy under the United States Bankruptcy Act (as now or hereafter amended), or shall admit in writing its inability to pay its debts as they become due, or shall file a petition in bankruptcy, or shall become or be adjudicated as bankrupt or insolvent, however defined, or shall file a petition seeking any reorganization, dissolution, liquidation, arrangement, composition, readjustment or similar relief under any present or future bankruptcy or insolvency statute, law or regulation, or shall file an answer admitting to or not contesting the material allegations of a petition filed against it in such proceedings, or shall not, within 60 days after the filing of such a petition against it, have the same dismissed or vacated, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of a material part of its properties, or shall not, within 60 days after the appointment (without its consent or acquiescence) of a trustee, receiver or liquidator of any material part of its properties, have such appointment vacated;

(e) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Borrower seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or any trustee, receiver or liquidator of such entity, shall be appointed without the consent or acquiescence of State;

(f) Borrower shall refuse to allow the State, at any reasonable time and upon prior written notice, to inspect, audit, copy or abstract, any and all of its books, records, papers or other documents relevant to the Borrower's use of the Loan Proceeds;

(g) Borrower shall refuse to allow the Minnesota Legislative Auditor or the State Auditor for the State of Minnesota, at any reasonable time and upon prior written notice, to inspect, audit, copy or abstract, any and all books referred to in Section 5.1(f);

(h) Borrower shall fail to provide annual reporting information as described herein.

(i) The Borrower sells, conveys, transfers, encumbers, or otherwise disposes of all or any part of the Development Property or the Equipment without the prior written approval of the State and Lender;

(j) The Borrower merges or consolidates with an entity that is not an affiliate of the Borrower wherein the Borrower or such affiliate are not the surviving entity after such merger or consolidation without the prior written consent of the Lender;

(k) There is a loss, theft, substantial damage, or destruction of all or any part of the Development Property or the Equipment that is not remedied to the Lender's satisfaction within sixty (60) business days after written notice thereof by the Lender to the Borrower; or

(l) The Borrower is in breach of the requirements of Article 7 and Article 8, the Business Subsidy Agreement and Progress Reporting.

(m) The occurrence of any other act or event that is noncompliant under the MIF Program.

Section 5.2. **Rights and Remedies**. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the Lender, the Lender may, at its option, exercise any and all of the following rights and remedies (as well as any other rights and remedies available to it):

(a) The Lender may, by notice in writing to the Borrower, refrain from disbursing any of the Loan Proceeds; provided, however, the Lender may make such disbursements after

the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder, or waiving its right to make any additional disbursements.

(b) The Lender may, by written notice to the Borrower, declare immediately due and payable all principal and interest due under the Promissory Note, together with all other sums payable under the Loan Documents and the same shall thereupon be immediately due and payable without presentment or other demand, protest, notice of dishonor or any other notice of any kind, all of which are hereby expressly waived.

(c) The Lender shall have the right, in addition to any other rights provided by law or equity, to enforce its rights and remedies under the Loan Documents.

(d) The Lender shall have the right, in addition to any other rights provided by law or equity, to initiate litigation for the breach of any term, condition, covenant, requirement or provision contained in the Loan Documents, and to recover damages for such breach.

(e) The Lender shall have the right, in addition to any other rights provided by law or equity, to apply to any court, state or federal, for specific performance of any term, condition, covenant, requirement or provision contained in the Loan Documents; for an injunction against any violation of any such term, condition, covenant, requirement and/or provision; or for such other relief as may be appropriate, since the injury to the Lender arising from a default under any of the terms, conditions, covenants requirements and/or provisions of the Loan Documents, would be irreparable and the amount of damage would be difficult to ascertain.

Section 5.3. **Rights and Remedies Cumulative.** The rights and remedies of the parties to this Loan Agreement, whether provided by operation of law or by this Loan Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not be construed to preclude or waive its right to exercise, at the same or different times, any of the other such remedies for the same default or breach, or of any of its remedies for any other default or breach by the other party.

No waiver made by either such party with respect to the performance, manner or time thereof, of any obligation of the other party or any condition to its own obligation under this Loan Agreement or any document referred to herein, shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party. No delay or failure by either party to exercise any right or remedy shall be a waiver of such right or remedy, and no single or partial exercise by either party of any right or remedy shall preclude other or further exercise thereof for the exercise of any other right or remedy at any other time.

Section 5.4. **Collection.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the Lender and State, Borrower agrees

to pay all costs and expenses of the Lender, including, but not limited to, reasonable attorney's fees, in the collection of any of the obligations or the enforcement of any of the Lender's rights. If any notice of sale, disposition or other intended action by the Lender is required by law to be given to Borrower, such notice shall be deemed reasonably and properly given if mailed to Borrower at the address specified in Section 9.15(b), or at such other address of Borrower as may be shown on the Lender's records, at least 15 days before such sale, disposition or other intended action.

The Lender shall have the right at its option and without demand or notice, to declare all or any part of the Loan immediately due and payable, and in addition to the rights and remedies granted hereby, the Lender shall have all of the rights and remedies available under the Uniform Commercial Code and any other applicable law.

Section 5.5. **Assignment.** If, prior to the Termination Date, the Borrower sells, conveys, transfers, further mortgages or encumbers, or disposes of the Development Property, or any part thereof or interest therein, or enters into an agreement to do any of the foregoing, the Borrower shall immediately repay all amounts then outstanding on the Loan. This shall be in addition to any other remedies at law or equity available to the Lender.

Section 5.6. **Appointment for Foreclosure.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the Lender and State, Borrower agrees that the Lender may appoint an individual or entity to handle the default proceedings.

## ARTICLE 6
## Disbursement Provisions

Section 6.1**. Payment Requisition Documentation**. The Lender will disburse the loan funds upon receipt and approval by the Lender and the State of the following documentation:

(a) This Loan Agreement, fully executed;
(b) The Promissory Note;
(c) The Security Agreement or Letter of Credit;
(e) The Corporate Guarantee of JBS USA Holdings Inc. is required.
(f) Evidence of equity injection in the amount of $ 29,550,000;
(h) Invoices for items funded by the Loan and matching funds.
(k) The Borrower shall maintain insurance in adequate amounts covering loss or damage to the collateral. Provide evidence that the Lender has been listed as loss payee.

Upon receipt of such information, the Loan funds will be disbursed upon approval of the Lender and the State up to a total disbursement amount of $450,000.

Section 6.2. **Other Documentation.**

(a) Third party documentation of total project expenditures as outlined in the application sources and uses will be required prior to the Compliance Date.

(b) Evidence that equipment or other items purchased with the Loan are in the Jurisdiction must be provided on or prior to the Benefit Date.

Section 6.3. **Review of Documents.** The Borrower shall not be entitled to any disbursement of Loan Proceeds until the Lender's legal counsel and the State have reviewed and approved this Loan Agreement and the exhibits attached hereto.

Section 6.4**. Adverse Changes**. The Lender and the State will not authorize disbursement of funds if there has been any adverse change in the Borrower's financial condition, organization, operations or their ability to repay the project financing.

## ARTICLE 7
## Progress Reporting

Section 7.1**. Progress Information.** The Borrower shall provide to the Lender information for incorporation into the Minnesota Investment Fund progress reports, as required by the State and as needed by the Lender, to monitor the Project for compliance with State and Lender guidelines. This information must be provided until the goals set forth in Section 8.1 have been met or until the Compliance Date, whichever is later. At the discretion of the State or Lender additional reporting may be required. This information must be submitted to the Lender no later than:

(a) July 15, 2021 for the period ending June 30, 2021;
(b) January 15, 2022 for the period ending December 31, 2021;
(c) January 15, 2023 for the period ending December 31, 2022;
(d) Fifteen days after the Compliance Date.

Section 7.2 **Documentation to be provided to the Lender:**

(a) **Project status and the status of payments.**

(b) **Additional Leverage.** The Borrower must provide to the Lender invoices, sworn construction statements, and or any other information, with each progress report, to document Other Project Funds in addition to the originally included project costs.

(c) **Job Creation Documentation**. The Borrower shall provide to the Lender information on the hiring of each New Job on forms provided by the Lender. This information must include:

(1) Permanent jobs created;
(2) Job title of each New Job;
(3) Date of hire of each new employee;

(4) Hourly base wage paid;
(5) List of Benefits provided; and
(6) Hourly value of Benefits paid.

(d) **Payroll Report**. A formal payroll report verifying job information will be due as of the Compliance Date.

## ARTICLE 8
## Business Subsidy Agreement and Reporting

Section 8.1. **Business Subsidy Agreement.** The provisions of this Section constitute the "Business Subsidy Agreement" for purposes of the Minnesota Business Subsidy Act (Minn. Stat. § 116J.993 – § 116J.995 and its successor statute.)

(a) The Borrower acknowledges and agrees that the provisions of Minnesota's Business Subsidy Act apply to this Loan Agreement, as Borrower is receiving government assistance under the terms of this Loan Agreement.

(1) The subsidy provided to the Borrower includes the $450,000 loan made hereunder which will be used for machinery and equipment.
(2) The public purposes and goals of the subsidy are to increase Borrower's net jobs in the City and encourage economic development.
(3) The goals for the subsidy are to create jobs that pay a livable wage, per Section 8.1(b) of this Loan Agreement.
(4) If the goals are not satisfied, the Borrower shall make payment to the Lender as required in Section 8.2 of this Loan Agreement.
(5) The subsidy is needed because the Project cost is economically infeasible without the Loan.
(6) The Borrower must continue operations in the Jurisdiction for at least five years following the Benefit Date.
(7) The Borrower **does** have a parent corporation.
Name of Parent: JBS USA Holdings Inc.
Address of parent: 1770 Promontory Circle, Greeley, CO 80634.

(b) On the Compliance Date, the Borrower shall have:

(1) Maintained two-thousand-one-hundred-fourty-four (2,144) permanent, non-contract, non-seasonal FTE jobs at the project site; and three-thousand-five-hundred (3,500) permanent, non-contract, non-seasonal FTE jobs within the State of Minnesota.
(2) Created at least sixty-eight (68) New Jobs at the Development Property. Each new Job must pay a base cash wage of at least $17.05 per hour (exclusive of Benefits); The Borrower is entitled to forgivable Loan

Proceeds in the amount of $450,000 for the 68 new jobs or $6,617.65 per job.

(3) Any job created between the Effective Date and the Compliance Date shall pay at least $13.86 per hour, including Benefits.

(4) New Jobs created on or after the Effective Date that meet the criteria outlined in 8.1(b)(2) will count toward the Borrower's job creation goal.

Section 8.2. **Default on Business Subsidy Act Requirements.**

(a) If the Borrower fails to meet the job creation goal and wage level commitment set forth in Section 8.1(b) above on the Compliance Date, the Lender may, after holding a public hearing, extend the Compliance Date for one year, after approval from the State. If no extension occurs, or if after the extension, the Borrower fails to meet the job creation goal and wage commitment, the Borrower will be required to repay to the Lender a pro rata share of the Loan principal plus interest as calculated in Section 8.2 (b) at an accelerated rate, based upon the difference between the wage bracket values defined in Section 8.1(b)(2) above and the wage bracket value of actual jobs created. Forgivable loan proceeds will be subject to collection first; once the forgivable funds are exhausted, repayable loan proceeds will be subject to accelerated repayment.

(b) In an Event of Default occurring as a result of a breach by the Borrower of any provision of Section 8.1 of this Loan Agreement, the Borrower agrees to repay the principal amount as calculated in Section 8.2(a) hereof plus interest set at the greater of five percent (5%) or the implicit price deflator for government consumption expenditures and gross investment for state and local governments prepared by the Bureau of Economic Analysis of the United States Department of Commerce for the 12-month period ending March 31st of the previous year

(c) Interest required in Section 8.2 (b) shall commence to accrue as of the Initial Disbursement Date;

(d) Nothing in this Section 8.2 shall be construed to limit the Lender's rights or remedies under any other provision of this Loan Agreement, and the provisions of Section 8.2 are in addition to any other such right or remedy the Lender may have available.

(e) The Borrower shall provide to the Lender information regarding job and wage goals and results for two years after the Benefit Date or until the goals are met, whichever is later. This reporting requirement will expire if the goals are met on the Compliance Date. If the goals are not met, the Borrower must continue to provide information on the Loan until the Loan is repaid. The information must be filed on the Non-JOBZ Minnesota Business Assistance form as found on the MN Department of Employment and Economic Development website and shall include the following:

(1) the type, public purpose, and amount of subsidies and type of district, if the subsidy is tax increment financing;

(2) the hourly wage of each job created with separate bands of wages;

(3) the sum of the hourly wages and cost of health insurance provided by the employer with separate bands of wages;
(4) the date the job and wage goals will be reached;
(5) a statement of goals identified in the subsidy agreement and an update on achievement of those goals;
(6) the location of the recipient prior to receiving the business subsidy;
(7) the number of employees who ceased to be employed by the recipient when the recipient relocated to become eligible for the business subsidy;
(8) why the recipient did not complete the project outlined in the subsidy agreement at their previous location, if the recipient was previously located at another site in Minnesota;
(9) the name and address of the parent corporation of the recipient, if any;
(10) a list of all financial assistance by all grantors for the project; and
(11) other information the Commissioner of the MN Dept. of Employment and Economic Development may request.

(f) This information must be provided to the Lender no later than March 1 of each year for the previous year. If the Borrower does not submit the report, the Lender shall mail the Borrower a warning within one week of the required filing date. If, after 14 days of the postmarked date of the warning, the Borrower fails to provide a report, the Borrower must pay to the Lender a penalty of $100 for each subsequent day until the report is filed. The maximum penalty shall not exceed $1,000.

## ARTICLE 9
## Other Conditions

Section 9.1. **Project Time Frame**. The time frame outlined in the Grant Application and Grant Contract pertaining to the Project shall be met by the Borrower.

Section 9.2**. Promissory Note**. The Borrower shall execute a Promissory Note in substantially the form set forth by the State.

Section 9.3**. Collateral.** The Borrower shall furnish the Lender description of collateral.

Section 9.4**. Annual Financial Statements.** For the term of the Loan, upon request of the Lender, the Borrower shall submit the most recent annual financial statement prepared in accordance with generally accepted accounting principles. The annual financial statements shall include a profit and loss statement, balance sheet, and statement of cash flow, notes and an opinion from the accountants of such statements acceptable to the Lender.

Section 9.5. **Discrimination on Account of Race, Creed, or Color.** The provisions of Minn. Stat. § 181.59 and any successor statutes, which relate to civil rights and discrimination, shall be considered a part of this Loan Agreement as though wholly set forth herein and the Borrower

shall comply with each such provision throughout the term of this Loan Agreement.

Section 9.6 **Affirmative Action.** The Borrower is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled.

Section 9.7. **Job Listing Agreement.** (Minn. Stat. § Section 116L.66 and any successor statutes). When the Loan is for $200,000 or more, the Borrower shall enter into a Job Listing Agreement with the local CareerForce Center, MN Department of Employment and Economic Development.

Section 9.8**. Prevailing Wage**. If the Borrower is awarded $500,000 or more of Loan Proceeds and the Loan is used for construction, installation (including equipment), remodeling and or repairs, the Borrower shall fully and completely comply with all applicable prevailing wage requirements contained in Minn. Stat. § 116J.871 and § 177.42, subd. 6.

(a) **Documentation**. The Borrower shall maintain or ensure access to all documentation necessary to establish that the required prevailing wage was paid and shall allow the Lender, the Commissioner of the Department of Labor and Industry and the State reasonable access to such data.

(b) **Penalty.** It is a misdemeanor for the Borrower, who has certified that prevailing wages will be paid to laborers and mechanics to subsequently fail to pay the prevailing wage. Each day a violation of this subdivision continues is a separate offense.

Section 9.9**. Surety Deposits Required for Construction Contracts.** If the Loan is used for construction, and the Borrower is hiring, contracting, or having a contract with a nonresidential person or foreign corporation to perform construction work, the Borrower must comply with Minnesota Statutes 290.9705, as amended, by deducting and witholding eight percent of cumulative calendar year payments to the contractor which exceeds $50,000.

This condition may be waived if (1) the contractor gives the commissioner a cash surety or a bond, secured by an insurance company licensed by Minnesota, conditioned that the contractor will comply with all applicable provisions of this chapter and chapter 297A, or (2) the contractor has done construction work in Minnesota at any time during the three calendar years prior to entering the contract and has fully complied with all provisions of this chapter and chapter 297A for the three prior years.

Section 9.10**. Publicity and Endorsement**

(a) **Publicity.** Any publicity regarding the subject matter of this Loan Agreement must identify the State as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Borrower individually or jointly with others, or any subcontractors, with respect to the MIF Program, publications, or services provided resulting from this Grant

Contract.

(b) **Endorsement**. The Lender and the Borrower must not claim that the State endorses its products or services.

Section 9.11**. Workers Compensation Insurance.** The Borrower has obtained workers compensation insurance as required by Minn. Stat. § Section 176.181, subd. 2. The Borrower's workers compensation insurance information is as follows:

(a) Company Name: Swift Pork Company

(b) Policy Number: MN: WC248864100

(c) Local Agent: Marsh

Section 9.12**. Effect on Other Agreements.** Nothing in this Loan Agreement shall be construed to modify any term of any other agreement to which the Lender and the Borrower are parties.

Section 9.13**. Release and Indemnification Covenants**. Except for any breach of the representations and warranties of the Lender or the negligence or other wrongful act or omission of the following named parties, the Borrower agrees to protect and defend the Lender and the governing body members, officers, agents, servants, and employees thereof, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action, or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the acquisition, construction, installation, ownership, maintenance, and operation of the Project and the Borrower's activities on the Development Property.

Section 9.14**. Modifications**. This Loan Agreement may be modified solely through written amendments hereto executed by the Borrower and the lender and approved by the State.

Section 9.15**. Notices and Demands**. Any notice, demand, or other communication under this Loan Agreement by either party to the other shall be sufficiently given or delivered only if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

(a) as to the Lender: City of Worthington
ATTN: Mayor Mike Kuhle
303 9th Street, PO Box 279
Worthington, MN 56187

(b) as to the Borrower: Swift Pork Company
ATTN: Bob Krebs
2550 Highway 60 NE
Worthington, MN 56187

or at such other address with respect to any party as that party may, from time to time, designate in writing and forward to the others as provided in this Section 9.15(b).

Section 9.16 **Conflict of Interests; Representatives Not Individually Liable.**

(a) No employee, officer or agent of the Lender shall participate in the administration of a contract supported by this loan if a conflict of interest, real or apparent, would be involved. No employee, officer or agent of the Lender may obtain a financial interest in any agreement with respect to the Loan. No employee, officer, or agent of the Lender shall be personally liable to the Borrower or any successor in interest in the event of any default or breach by the Lender or for any amount that may become due to the Borrower or on any obligation or term of this Loan Agreement.

(b) To the best of the Borrower's knowledge, no member, officer, or employee of the Lender, or its officers, employees, designees, or agents, no consultant, member of the governing body of the Lender, and no other public official of the Lender, who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or in any activity, or benefit there from, which is part of the Project.

Section 9.17**. Binding Effect**. The covenants and agreements in this Loan Agreement shall bind and benefit the heirs, executors, administrators, successors, and assigns of the parties to this Loan Agreement.

Section 9.18. **Provisions Not Merged With Deed**. None of the provisions of this Loan Agreement are intended to or shall be merged by reason of any deed transferring any interest in the Development Property and any such deed shall not be deemed to affect or impair the provisions and covenants of this Loan Agreement.

Section 9.19**. Titles of Articles and Sections.** Any titles of the several parts, Articles, and Sections of this Loan Agreement are inserted only for convenience of reference and shall be disregarded in construing or interpreting any of its provisions.

Section 9.20**. Counterparts**. This Loan Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 9.21**. Choice of Law and Venue**. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without regard to its conflict of laws provisions. Any disputes, controversies, or claims arising out of this Loan Agreement shall be heard in the state of Minnesota, and all parties to this Loan Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

Section 9.22**. Waiver**. The failure or delay of any party to take any action or assert any right or remedy, or the partial exercise by any party of any right or remedy shall not be deemed to be a waiver of such action, right, or remedy if the circumstances creating such action, right, or remedy continue or repeat.

Section 9.23**. Entire Agreement**. This Loan Agreement, with the exhibits hereto, constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties pertaining to the subject matter of this Loan Agreement.

Section 9.24. **Separability.** Wherever possible, each provision of this Loan Agreement and each related document shall be interpreted so that it is valid under applicable law. If any provision of this Loan Agreement or any related document is to any extent found invalid by a court or other governmental entity of competent jurisdiction, that provision shall be ineffective only to the extent of such invalidity, without invalidating the remainder of such provision or the remaining provisions of this Loan Agreement or any other related document.

Section 9.25**. Immunity.** Nothing in this Loan Agreement shall be construed as a waiver by the Lender of any immunities, defenses, or other limitations on liability to which the Lender is entitled by law, including but not limited to the maximum monetary limits on liability established by Minn. Stat. § Chapter 466.

**IN WITNESS WHEREOF,** the Lender has caused this Loan Agreement to be duly executed in its name and behalf and the Borrower has caused this Loan Agreement to be duly executed in its name and behalf as of the date first above written.

Lender Name

By _____

Its _____

By _____

Its _____

Swift Pork Company

By _____

Its HEAD of TAX

By _____

Its _____

**EXHIBIT A**
**Legal Description of Development Property**

A tract of land lying in the West Half of Section 18, Township 102, Range 39, described as follows: Commencing at the southwest corner of Section 18, Township 102, Range 39; thence East along said Section line a distance of 1,293.5 feet; thence North at 90° to said section line a distance of 1,010 feet to the point of beginning; thence North a distance of 100 feet to a point; thence West at 90° 397.38 feet to a point on the southeast right-of-way line of the C.St.P.M. & O. Railroad; thence northeast at an interior angle of 42° 08' and along said right-of-way a distance of 2,657.69 feet to a point on quarter section line; thence South at an interior angle of 47° 41' and along said quarter line a distance of 1,882.90 feet; thence West at an interior angle of 90° 11' a distance of 1,567.51 feet to the point of beginning.

Less and Except:

All that part of the following described tract:

That part of the Southeast Quarter of the Northwest Quarter and of the Northeast Quarter of the Southwest Quarter of Section 18, Township 102, Range 39 lying southeasterly of the railroad right-of-way;

Which lies northerly of a line run parallel with and distant 184 feet southerly of the following described line:

Beginning at a point on the east line of said Section 18, distant 100 feet south of the east quarter corner thereof; thence run westerly at an angle of 89° 14' 15" with said east section line (when measured from south to west) for 3,300 feet and there terminating; Together with all that part of the above-described tract adjoining and southerly of the above-described strip, which lies northerly of the following described line: From a point on the above-described line, distant 2,629.78 feet westerly of its point of beginning; run southerly at right angles to said line for 184 feet to the point of beginning of the line to be described; thence run southwesterly to a point distant 199 feet southerly (measured at right angles) from a point on the above-described line, distant 2,729.78 feet westerly of its point of beginning; thence run westerly and parallel with the above-described line to the northwesterly boundary of the above-described tract and there terminating.

AND

A tract of land in the West Half of Section 18, Township 102, Range 39, described as follows:

Commencing at the southwest corner of said Section 18; thence East along said section line a distance of 1,293.5 feet; thence North at 90° to said section line a distance of 1,010 feet; thence East at 90° a distance of 522 feet to the point of beginning; thence easterly on said projected line a distance of 798 feet; thence South at 90° a distance of 250 feet; thence at 90° West a distance of 798 feet; thence at 90° North a distance of 250 feet, to the point of beginning.

Together with:

The northerly 50 feet of the following described tract:

Commencing at the southwest comer of Section 18, Township 102, Range 39; thence East along section line, a distance of 1,293.5 feet; thence North at 90° a distance of 740 feet to the point of beginning; thence North along same said line, a distance of 270 feet; thence East 90° a distance

of 522 feet; thence South at 90° a distance of 270 feet; thence West at 90° a distance of 522 feet to the point of beginning.

AND ALSO

That part of the West half of the Southeast Quarter of Section 18, Township 102 North, Range 39 West, Nobles County, Minnesota, described as follows:

Commencing at the South Quarter corner of said Section 18; thence on an assumed bearing of North 0 degrees 01 minutes 48 seconds West, along the north-south quarter line of said section, a distance of 900.00 feet to an iron monument, said iron monument being the point of beginning of the tract to be described; thence North 90 degrees 00 minutes East a distance of 615.35 feet to an iron monument; thence North 0 degrees 00 minutes 27 seconds West a distance of 1456.84 feet to an iron monument located on the southerly right of way line of Interstate Highway 90; thence South 89 degrees 40 minutes 44 seconds West, along said southerly right of way line, a distance of 615.93 feet to an iron monument located on the north-south quarter line of said section; thence South 0 degrees 01 minutes 48 seconds East, along said north-south quarter line, a distance of 1453.39 feet to the point of beginning, containing 20.57 acres, subject to easements now of record in said county and state.

**EXHIBIT B**
**Equipment List**

Project Collateral:

QFR Freezing Systems – 20 Zones / 480 Pallet Positions

Estimated Value: $2,068,000

Should the Company not acquire the asset noted above, the parties agree to substitute collateral of equivalent value to the freezer above.

**EXHIBIT C**
**Grant Contract**

**STATE OF MINNESOTA**
**GRANT CONTRACT AGREEMENT**

**DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT**
**ECONOMIC DEVELOPMENT DIVISION**

**Minnesota Investment Fund Grant Contract Agreement**
CDAP-20-0012-H-FY21
$450,000
City of Worthington
Swift Pork Company

This grant contract agreement is between the State of Minnesota, acting through the Department of Employment and Economic Development, Economic Development Division, 332 Minnesota St., Suite E200, St. Paul, MN 55101 ("STATE") and the City of Worthington, 303 9th Street, Worthington, MN 56187 ("GRANTEE").

**Recitals**

1. Under Minn. Stat. §116J.993 and 116J.994 which established the guidelines for providing business subsidies, and 116J.8731, which established the Minnesota Investment Fund, the State is empowered to enter into this grant contract agreement.
2. The State is in need of local government to administer financial assistance to eligible projects in accordance with Minn. Stat. § 116J.8731 Minnesota Investment Fund; Minnesota Rules Chapter 4300; and policies and procedures developed by the State.
3. The work anticipated to be performed for the Borrower's project is not geographically dependent. It therefore could have been located at any number of locations either within or outside of the State of Minnesota. The subsidy has been provided to enhance the financial attractiveness and financial feasibility of locating or retaining the Borrower's operations in the Jurisdiction, rather than at some other location.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State.
5. The Grantee and State are entering into this grant contract agreement for public purposes that include the creation or retention of jobs that pay quality wages, the enhancement of economic growth in the State of Minnesota and the expansion of the tax base of the local community where the business will locate or expand.

**Defined Terms**

Defined terms. As used in this grant contract agreement, the following terms shall have the meanings set out respectively after such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context specifically indicates otherwise:

"Application" means the Grantee's application to the State for a Minnesota Investment Fund award for the purpose of providing a loan to Swift Pork Company ("BORROWER").

"Benefit Date" means the date equipment financed through a Minnesota Investment Fund loan is fully operational as defined in Section 1.2 of the **Term of Agreement** on page two of this grant contract agreement.

"Compliance Date" is the date two years from the Benefit Date at which job creation and wage goals by the Borrower must be completed.

"Full-Time Equivalent (FTE)" is one or more people working a sum of 2,080 hours in a calendar year.

"Loan Agreement" is a document between the Grantee and Borrower defining the terms and conditions of the Loan.

1. **Term of Grant Contract Agreement**

**1.1** ***Effective Date:*** July 28, 2020 or the date the State obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5, whichever is later. Per Minn. Stat.§16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn. Stat. § 16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

1.2 ***Benefit Date:*** May 31, 2021

1.3 ***Compliance Date***: May 31, 2023 (two years after Benefit Date)

1.4 ***Expiration Date:*** August 31, 2023 (three months after Compliance Date)

1.5 ***Survival of Terms.*** The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State Audits; 10. Government Data Practices; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction and Venue; 15. Data Disclosure; and Exhibit A 4. Repayments.

2. **Grantee's Duties**

The Grantee, who is not a State employee, will:

2.1 Perform the duties specified in Exhibit A which is attached and incorporated into this grant contract agreement.

2.2 Include in any contract and sub-grant, including the Loan Agreement with the Borrower, in addition to provisions that define a sound and complete agreement, such provisions that require contractors, sub-grantees and the Borrower to comply with applicable state and federal laws.

2.3 *Job Listing Agreements.* Minn. Stat. § 116L.66, subd.1, requires a business or private enterprise to list any vacant or new positions with the state CareerForce Center if it receives more than $200,000 a year in grants from the State. If applicable, the business or private enterprise shall

list any job vacancy in its personnel complement with CareerForce at www.careerforcemn.com as soon as it occurs.

2.4 Ensure that all contractors and subcontractors performing work covered by this Grant are paid for their work that is satisfactorily completed. The Grantee's sole obligation pursuant to this provision relates to contractors or subcontractors directly hired by the Grantee, such as the City's municipal advisor. The Grantee has no obligation or duty under this Section 2.4 relating to contractors or subcontractors hired directly or performing work on behalf of the Borrower.

2.5 Grantee shall make all reasonable efforts to collect and shall bear all costs associated with monitoring, servicing, reporting, and enforcing the terms of the Loan Agreement.

2.6 Comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4 (a) (1).

3. **Time**

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

4. **Consideration of payment**

4.1 ***Consideration***. The State will pay the Grantee under this grant contract agreement as follows:

a) ***Compensation.*** The Grantee will be reimbursed according to the approved Budget contained in Exhibit B, which is attached and incorporated into this grant contract agreement.

b) ***Travel Expenses***. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract agreement will not exceed $0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

c) ***Total Obligation.*** The total obligation of the State for all compensation and reimbursement to the Grantee under this grant contract agreement will not exceed $450,000.

4.2 ***Payment Request.*** The State will disburse funds to the Grantee pursuant to this grant contract agreement, based upon payment requests submitted by the Grantee and reviewed and approved by the State. All funds must be disbursed within a twelve-month period of the Initial Disbursement Date with a maximum of three disbursements. Payment requests must be accompanied by supporting invoices that relate to the activities in the approved budget and the documentation detailed in Section 4.4 of this grant contract agreement. The State will provide payment request forms.

If the Grantee has received invoices from the Borrower for expenditures made after Effective Date of this grant contract agreement but before the Grant is closed or until all funds are disbursed, whichever is earlier, the Grantee shall submit those invoices to the State for review

and approval no later than 25 days after the end date of the state fiscal year of June 30th. To ensure that all funds are drawn down by the expiration date of the grant contract agreement, all Grantee payment requests must be received by the State at least 30 days prior to the Expiration Date.

4.3 ***Contracting and Bidding Requirements.*** Per Minn. Stat. § 471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

For projects that include construction work of $25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44 consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

The provisions of this Section 4.3 shall apply only to contracts for supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property entered into directly by the Grantee. This Section is not applicable to contracts for supplies, materials, equipment contracts for supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property entered into by the Borrower.

The grantee must not contract with vendors who are suspended or debarred in MN: http://www.mmd.admin.state.mn.us/debarredreport.asp

4.4 ***Documentation.*** The following information must be submitted and approved by the State before funds will be released:

a) ***Loan Documents.*** Minnesota Investment Fund Loan Agreement, promissory note, security agreement with UCC filing or letter of credit.

b) ***Lender Documents.*** Documentation that participating lenders and or equity injections have closed on their financing:

1) Evidence of equity injection in the amount of $29,550,000

c) ***Invoices.*** Invoices or other documentation as approved by DEED Loan Officer for $450,000 Minnesota Investment Fund ~~MIF~~ reimbursement costs and $450,000 in matching costs.

d) ***Eligible Costs.*** Eligible costs include the costs identified in Exhibit B of this grant contract agreement that are incurred during the contract period for equipment or real estate in the corporate boundaries of the Grantee.

5. **Conditions of Payment.**

All services provided by the Grantee under this grant contract 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.

The State will not authorize disbursement of funds if there has been any adverse change in the Borrower's financial condition, organization, operations, or their ability to repay the project financing. Funds must be disbursed to the Borrower within 21 days of receipt of Minnesota Investment Fund money.

6. **Authorized Representative.**

The State's Authorized Representative is Jason Burak, Loan Officer, 1st National Bank Building, 332 Minnesota Street, Suite E200, St. Paul, MN 55101, , 651-259-7338, Jason.burak@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each payment request form submitted for payment.

The Grantee's Authorized Representative (Staff Contact) is Jason Brisson, Assistant City Administrator, 303 9th Street, Worthington, MN 56187, 507-372-8600, Jbrisson@ci.worthington.mn.us, or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

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

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

7.2 ***Amendments.*** Any amendment to this grant contract 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 grant contract agreement, or their successors in office.

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

7.4 ***Grant Contract Agreement Complete.*** This grant contract agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract agreement, whether written or oral, may be used to bind either party. Where provisions of the Application are inconsistent with the other provisions of this grant contract agreement, the other provisions of this grant contract agreement will take precedence over the provisions of the Application.

8. **Liability**

The 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 grant contract agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract agreement

9. **State Audit**

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of seven (7) years from the end of this grant contract agreement, receipt and approval of all final reports, last payment, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10. **Government Data Practices**

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

10.2 ***Intellectual Property Representations.*** The Grantee represents and warrants that Grantee's intellectual property used in the performance of this Grant does not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Grantee's intellectual property used in the performance of this Grant infringe upon the intellectual property rights of others. The 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 the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing intellectual property as necessary and appropriate to obviate the infringement claim. This remedy of the 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 grant contract agreement must identify the State as a sponsoring agency. 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 contract 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 and the Borrower 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 grant contract agreement. Venue for all legal proceedings out of this grant contract agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. **Termination**

14.1 ***Termination by the State.*** The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro-rata basis for approved costs incurred.

14.2 ***Termination for Cause.*** The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of the grant contract agreement, legal documents required for disbursement have not been executed within 90 days of execution of this grant contract agreement, that reasonable progress has not been made 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 distribute 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 grant contract agreement if:

a) It does not obtain funding from the Minnesota Legislature;

b) Or, 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 electronic 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 contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of lack of funding within a reasonable time of the State's receiving that notice.

15. **Data Disclosure**

Under Minn. Stat. § 270C.65, subd. 3, and other applicable law, the 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 agencies and state personnel involved with 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.

**Other Provisions**

16. **Conflict of Interest**

The State will take steps to prevent individual and organizational conflicts of interest in reference to Grantees per Minn. Stat. § 16B.98 and Department of Administration, Office of Grants Management, Policy Number 08-01 Conflict of Interest Policy for State Grant-Making. When a

conflict of interest concerning State grant-making is suspected, disclosed, or discovered, transparency shall be the guiding principle in addressing it.

In cases where a perceived, potential, or actual individual or organizational conflict of interest is suspected, disclosed, or discovered by the Grantee throughout the life of the grant contract agreement, they must immediately notify the State for appropriate action steps to be taken, as defined above.

The Grantee must complete a Conflict of Interest Disclosure agreement and attach it to their proposal.

17. **Successors and Assignees**

This grant contract agreement shall be binding upon any successors or assignees of the parties.

18. **Minnesota Business Subsidy Law**

This grant contract agreement must comply with the Minnesota Business Subsidy Law, Minn. Stat. §§ 116J.993-116J.995 as applicable.

**1. STATE ENCUMBRANCE VERIFICATION**
*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15.*

Signed: Robin Culbertson

Date: 10/21/20

184813 PR 58810 PO 3000419554
SWIFT Contract/PO No(s)

**3. STATE AGENCY**

By: _____
(with delegated authority)

Title: _____

Date: _____

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

By: Mike Kuhle

Title: Mayor

Date: 10/27/2020

By: Cindy Stagg

Title: City Clerk

Date: October 27. 2020

Distribution:
Agency
Grantee
State's Authorized Representative – Photo Copy

Rev. July 29, 2020

**EXHIBIT A**
**GRANTEE DUTIES**

The Grantee, who is not a State employee, will,

1. Administer the project in accordance with the requirements of the Minnesota Investment Fund Program, Minn. Stat. § 116J.8731; Minn. Rules, Chapter 4300; and policies and procedures developed by the State.
2. Enter into a Loan Agreement with the Borrower for $450,000, ("LOAN") and assure the following conditions are included in such Loan Agreement:

**2.1 Conditions**

a) Loan Term: 7 years

b) Interest Rate: 0.00%

c) Collateral: Freezer Equipment

d) The corporate guaranty of JBS USA is required.

**2.2 Job Creation and Wages**

a) As of the project award date, the Borrower identified 2,144 full time equivalent (FTE) base jobs at the project site and 3,500 FTE base jobs in the State of Minnesota that must be maintained through the Compliance Date. If necessary base job number will be amended following the Effective Date to account for fluctuation during contract processing periods.

b) The Borrower will create an additional sixty-eight (68) permanent non-contract FTE jobs between the Effective Date and the Compliance Date. The Sixty-eight (68) jobs will pay at least $17.05 per hour in cash wages, exclusive of Benefits. The Borrower is entitled to forgivable loan proceeds in the amount of $450,000 for 68 jobs or $6,617.65 per job that is created.

c) All jobs created through the Compliance Date must pay at least $13.86 per hour, including Benefits, on the Compliance Date. Benefits are defined as one or more of the following: health, dental, life and disability insurance, retirement program and profit sharing paid by the Borrower.

d) If the Borrower fails to meet the job creation and wage goal level commitments on the Compliance Date, the Grantee may, after approval by the State and after holding a public hearing, extend the Compliance Date for one year. If the Borrower fails to meet the job creation goal and wage level commitment by the revised Compliance Date, the award amount shall be reduced proportionally on a per job basis, and the Borrower will be required to repay the Grantee all or a proportional share of the Loan funds on an accelerated term. If the Borrower is required to repay a proportional share, the amount shall be determined based upon the "wage bracket" values defined in Section 2.2(b). The Grantee will then also be required to return to the State all or a proportional share of the Loan funds. The interest rate on the "accelerated" portion of the loan shall increase as defined in the Promissory Note.

e) In the event that no jobs are created by the Borrower by the revised Compliance Date, or all jobs created do not meet the commitment noted in 2.2 (c), the Grantee will be required to return all loan funds to the State on an accelerated basis.

**2.3 Payment of Prevailing Wages to Contractors**

Minn. Stat. § 116J.871 applies if a business receives $500,000 or more in State loan funds and the State funds are used for construction, installation (including equipment), remodeling and repairs.

**2.4 Loan Forgiveness**

If the job creation goals and wage level commitments detailed in Sections 2.2 in Exhibit A of this Agreement are met on the Compliance Date, the Loan will be forgiven.

3. Require the Grantee's attorney to review the loan agreement, promissory note, security agreement, mortgage, guaranty and/or other documents, if any, considered necessary to secure the loan to ensure they are valid, binding and enforceable.

4. If applicable, retain 40% of each principal and interest payment made by the Borrower, up to $100,000. Repay to the State 60% of each principal and interest payment made by the Borrower until the Grantee has received $100,000 in repayments. Once the Grantee has received $100,000 in repayments, the Grantee will repay the State 100% of every payment on the loan until paid in full. In the event the loan is not paid in full or job and wage goals in Section 2.2 are not met, principal and interest the Grantee retains will be reduced proportionally and returned to the State.

5. For any portion of the loan which is repayable under the Loan Agreement or which becomes repayable pursuant to Section 2.2(d) or (e) of this Exhibit A, the Grantee shall make all reasonable effort, in consultation with the State, to collect the repayable portion of the loan. If, after all reasonable effort has been made to collect, the Borrower continues to owe any repayable portion of the loan, the Grantee will have no obligation to repay the loan to the State from the Grantee's own funds, notwithstanding any funds owing under Section 4 of this Exhibit A. The Grantee shall continue to be obligated to the remit to the State any loan funds that may be recovered from the Borrower in the future.

6. The Grantee will establish and maintain a revolving loan fund (RLF) consistent with Minn. Stat. § 116J.8731 Minnesota Investment Fund; Minnesota Rules Chapter 4300; and policies and procedures developed by the State and the State RLF Guidelines published by DEED. The Grantee must retain financial control and decision making authority regarding the use of repayments from the loan. Upon approval by the State, the Grantee may loan or grant money from its RLF to a regional development commission, or other regional entity, or statewide community capital fund to capitalize or to provide the local match required for capitalization of a regional or statewide RLF.

7. Reporting

   a) Minnesota Investment Fund Annual Progress Reports

      1) Submit to the State annual progress reports on forms provided by the State until the project goals have been met or until the Compliance Date, whichever is later. These reports must be submitted January 25th of each year for the period ending December 31, for as long as the project remains open. A final Progress Report is required within 25 days of the Compliance Date.

(a) July 25, 2021 for the period ending June 30, 2021;
(b) January 25, 2022 for the period ending December 31, 2021;
(c) January 25, 2023 for the period ending December 31, 2022;
(d) Twenty-five days after the Compliance Date.

2) Funds will not be disbursed on any Grant with past due progress reports per OGM Policy 08-09.

3) The final report must be submitted no later than 25 days after the Compliance Date.

4) The State, at its discretion, may require the submittal of additional progress reports.

5) Information required in these reports may include, but is not limited to the following:

- Permanent jobs created
- Hourly base wage
- Date of hire
- Job titles
- Hourly value of benefits
- Benefits provided
- Project expenditures
- Status of project
- Status of payments
- Payroll Report

b) Minnesota Business Assistance Form (MBAF) Reports

1) Submit to the MN Department of Employment and Economic Development, Office of Economic Analysis, no later than April 1st of each year until the project goals have been met, but not less than two years.

8. Keep financial records, including properly executed contracts, invoices, receipts, vouchers, and other documents sufficient to evidence in proper detail the nature and propriety of the expenditures made pursuant to this grant contract agreement. Accounting methods must be in accordance with generally accepted accounting principles.

9. Complete the project in accordance with the approved budget within the time frames specified in this grant contract agreement.

10. Promptly notify the State of any proposed material change in the scope of the project, budget or completion date, which must be approved by the State, prior to implementation.

11. Have on file the necessary documentations to show that all project funds have been used for the items stated in the application.

**Exhibit B**
**Approved Budget**

| Use of Funds | MIF | Bank | Equity | City | Other | Total |
|---|---|---|---|---|---|---|
| Property Acquisition | | | | | | $0 |
| Site Improvement | | | $3,030,000 | | | $3,030,000 |
| Building Renovation | | | $17,939,000 | | | $17,939,000 |
| Construction | | | | | | $0 |
| Machinery & Equip. | $450,000 | | $5,604,000 | | | $6,054,000 |
| Roads | | | | | | $0 |
| Water | | | | | | $0 |
| Sewer (Sanitation) | | | | | | $0 |
| Other | | | $2,977,000 | | | $2,977,000 |
| Total | $450,000 | $0 | $29,550,000 | $0 | $0 | $30,000,000 |

**PROMISSORY NOTE**

$450,000.00 July 29, 2020

Swift Pork Company, a Foreign Business Corporation located in Minnesota (the "Borrower"), for value received, hereby promises to pay to the City of Worthington (the "Lender") or its assigns (the Lender and any assigns are hereinafter referred to as the "Lender"), at its designated principal office or such other place as the Lender may designate in writing, the principal sum of Four-hundred and fifty thousand and No/100 Dollars ($450,000.00) or so much thereof as may be advanced under this Note, with interest as hereinafter provided, in any coin or currency which at the time or times of payment is legal tender for the payment of private debts in the United States of America.

1. Except as provided in Section 3 of this Note, the Loan shall bear interest at zero percent (0.0%). Interest, if any in accordance with Section 3 of this Note, shall commence to accrue as to the amount disbursed in accordance with the Loan Agreement between the Borrower and the Lender of even date herewith (the “Loan Agreement”) evidencing the terms of the loan evidenced by this Note.

2. Subject to Section 3 of this Note up to $450,000.00 of the principal balance of this Note (the “Forgivable Loan”) shall be forgiven and deemed paid on the Expiration Date (as defined in the Loan Agreement).

3. However, if the goals set forth in Section 8.1(b) of the Loan Agreement are not met by the Compliance Date, the Borrower agrees to repay all or a part of the principal amount of this Note on a pro rata basis plus interest set at the greater of 3.0% or the implicit price deflator defined in Minnesota Statutes, Section 275.70, Subdivision 2 (“Recapture Interest”), accruing from and after the Initial Disbursement Date, compounded annually. Recaptured Principal plus Recapture Interest thereon shall be repaid not later than 30 days after the Lender notifies the Borrower of the amount to be repaid pursuant to Section 8.2 of the Loan Agreement. If the goals are only met in part by the Compliance Date, the Borrower will repay a pro rata portion of the principal amount of this Note (plus Recapture Interest).

4. The Borrower shall have the right to prepay the principal of this Note, in whole or in part, without prepayment penalty.

5. This Note is given pursuant to the Loan Agreement and is secured by a Security Agreement of even date herewith (the "Security agreement") covering certain property located in Nobles County, Minnesota. In the event any such security is found to be invalid for whatever reason, such invalidity shall constitute an event of default hereunder.

   All of the agreements, conditions, covenants, provisions, and stipulations contained in the Loan Agreement, or any instrument securing this Note are hereby made a part of this Note to the same extent and with the same force and effect as if they were fully set forth herein.

It is agreed that time is of the essence of this Note. If a default occurs under the Loan Agreement, or any instrument securing this Note, then the Lender of this Note may at its right and option, without notice, declare immediately due and payable the principal balance of this Note, together with any costs of collection including attorney fees incurred by the Lender of this Note in collecting or enforcing payment hereof, whether suit be brought or not, and all other sums due hereunder, or under any instrument securing this Note. The Borrower agrees that the Lender of this Note may, without notice to the Borrower of this Note and without affecting the liability of the Borrower of this Note, accept additional or substitute security for this Note, or release any security or any party liable for this Note or extend or renew this Note.

6. The remedies of the Lender of this Note as provided herein, and in the Loan Agreement, or any other instrument securing this Note, shall be cumulative and concurrent and may be pursued singly, successively, or together, and, at the sole discretion of the Lender of this Note, may be exercised as often as occasion therefore shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

   The Lender of this Note shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Lender of this Note and then only to the extent specifically set forth in the writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event. This Note may not be amended, modified, or changed except only by an instrument in writing signed by the party against whom enforcement of any such amendment, modifications, or change is sought.

7. This Note shall be governed by and construed in accordance with the laws of the state of Minnesota without regard to its conflict of laws provisions. Any disputes, controversies, or claims arising out of this Note shall be heard in the state or federal courts of Minnesota, and all parties to this Note waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

8. The headings used in this Note are solely for convenience of reference, are no part of this Note, and are not to be considered in construing or interpreting this Note.

9. This Note, with the other Loan Documents, constitutes the entire Note between the parties pertaining to its subject matter and it supersedes all prior contemporaneous Notes, representations, and understandings of the parties pertaining to the subject matter of this Note.

10. Separability. Wherever possible, each provision of this Note and each related document shall be interpreted so that it is valid under applicable law. If any provision of this Agreement or any related document is to any extent found invalid by a court or other governmental entity of competent jurisdiction, that provision shall be ineffective only to the extent of such

invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note or any other related document.

11. IT IS HEREBY CERTIFIED AND RECITED that all conditions, acts, and things required to exist, happen, and be performed precedent to or in the issuance of this Note do exist, have happened, and have been performed in regular and due form as required by law.

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed as of the 25 day of FEBRUARY, 2021.

By _____

Its HEAD OF TAX

By _____

Its _____

## SECURITY AGREEMENT

This security agreement (the "Security Agreement") is made and given as of this 29th day of July, 2020, by Swift Pork Company with its principal place of business at 2550 Highway 60 NE, Worthington, MN 56187 (the "Borrower") in favor of the City of Worthington, with its offices at 303 9th Street, Worthington, MN 56187 and its endorsees, successors and assigns (the "Lender").

## R E C I T A L S

A. Lender and Borrower have entered into a certain Loan Agreement, dated July 29, 2020, as of the date hereof (the "Loan Agreement"), pursuant to which Lender will loan to Borrower no more than 450,000.00 (the "Loan") to assist with the purchase of machinery and equipment on the Development Property. The Borrower has agreed to grant to the Lender a security interest in certain pieces of equipment (the "Equipment) described on the Exhibit B attached hereto, such Equipment to be located at the Development Property site described on the Exhibit A attached hereto (the "Development Property"). Borrower's payment obligations under the Loan Agreement will be evidenced by a promissory note (the "Note") dated as of the date hereof.

B. As security for the repayment of the Loan, Lender has required that Borrower execute and deliver to Lender this Security Agreement granting a security interest to Lender in the Equipment.

C. The Note, this Security Agreement, and any other instruments or documents given as security for the Loan are herein referred to as the "Loan Documents".

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Borrower, it is agreed as follows:

1. Grant of Security Interest. As security for the payment and performance of the Note and all other liabilities, obligations, and indebtedness of Borrower to Lender due or to become due, direct or indirect, absolute or contingent, joint or several, howsoever created, now or hereafter at any time created, arising, or evidenced under or pursuant to the Note or this Agreement or any other document or instrument evidencing or securing the Note, Borrower does hereby transfer, assign, and grant to Lender a security interest in all of Borrower's right, title, and interest in and to the following (hereinafter collectively referred to as the "Collateral"), whether now owned or hereafter acquired or arising:

(a) the Equipment; and

(b) any and all proceeds of the foregoing.

2. Borrower's Representations, Warranties and Covenants. Borrower represents, warrants, covenants, and agrees:

(a) Organization. Borrower is a Foreign Business Corporation validly existing and in good standing under the laws of the state of Minnesota, and Borrower has full power and authority to execute, deliver, and perform the Loan Documents, and to own its property and conduct its business as presently conducted and as proposed to be conducted.

(b) Authorization. The execution, delivery, and performance of this Security Agreement have been duly authorized by all necessary action and will not:

(i) require any consent or approval of any entity that has not been obtained; or

(ii) violate any provision of any indenture, contract, agreement, or instrument to which Borrower is a party or by which it is bound.

(c) Performance by Borrower. Unless Borrower obtains Lender's prior written consent, Borrower shall not:

(i) terminate its interest in any of the Collateral; or

(ii) sell, transfer, or assign, or offer to sell, transfer or assign all or any part of the Collateral or permit all or any part of the Collateral to be sold, transferred, or assigned; or

(iii) remove or consent to the removal of any of the Equipment from the Development Property.

(d) Title to Collateral. Borrower shall keep good marketable title to all of the Collateral, and none of the Collateral is subject to any lien or security interest except for the security interest created by this Security Agreement and other security interests consented to in writing by Lender. Borrower has not granted, and will not grant or permit to exist, any lien or security interests in all or a portion of the Collateral other than the liens in favor of Lender and other liens consented to in writing by Lender. Borrower shall defend the Collateral against all claims and demands of all and any other persons at any time claiming any interest therein adverse to Lender.

(e) Actions and Proceedings. There are no actions at law, suits in equity, or other proceedings pending before or expected to be filed with any court, governmental agency, commission, bureau, tribunal, or other arbitration proceedings against or affecting Borrower that if adversely determined would adversely affect Borrower's interest in the Collateral or would adversely affect the rights of Borrower to pledge and assign all or a part of the Collateral or the rights and security afforded Lender hereunder.

(f) Insurance. Borrower agrees it will keep the Equipment insured at all times against loss by fire and other hazards concerning which, in the judgment of Lender, insurance protection is reasonably necessary and in amounts sufficient to protect against loss or damage of the Equipment. Such policy or policies will contain a loss payable clause in favor of Lender or its successors or assigns, in form satisfactory to Lender, provided, however, that Borrower may, at its reasonable discretion, self-insure the Equipment.

(g) No Fixture. If any of the Collateral is or becomes a fixture, Borrower agrees to furnish Lender, at Lender's request, with a statement or statements signed by all persons who have or claim an interest in the real estate concerned, which statements shall provide that the signer consents to the security interest created hereby and disclaims any interest in the Collateral as fixtures.

(h) Understandings Regarding Collateral. Borrower acknowledges that the Collateral is of the design, capacity, and manufacture specified for and by Borrower, and that Borrower is satisfied that the same is suitable for its intended purposes. Borrower further acknowledges and agrees that Lender has not made, and does not make, any representation, warranty, or covenant with respect to merchantability, fitness for any purpose, durability, patent, copyright or Economic mark infringement, suitability, or capability of any item of Collateral in any respect or in connection with any other purpose

or use of Borrower, or any other representation, warranty, or covenant of any kind or character expressed or implied with respect thereto. Borrower accordingly agrees not to assert any claim whatsoever against Lender based thereon. Borrower further agrees, regardless of cause, not to assert any claim whatsoever against Lender for loss of anticipatory profits or consequential damages.

(i) Use of Collateral. The Collateral will be used for its intended business purpose and will at all times be located at the Development Property.

(j) Condition of Collateral. Borrower will keep the Collateral in good condition and repair, reasonable wear and tear excepted, will permit Lender to enter upon the Development Property at reasonable times for the purpose of examining the Collateral.

(k) Costs of Collection. In the event of any action or proceeding to collect or realize upon the Collateral or to enforce any of Lender's rights hereunder, Borrower shall pay:

(i) all of Lender's attorneys fees and other legal expenses, with interest thereon, incurred by Lender;

(ii) all taxes, levies, insurance expenses, and costs of repairs to, or maintenance of, the Collateral; and

(iii) all costs of Lender incurred in taking possession of, disposing of or preserving the Collateral after any Event of Default (defined below).

3. Event of Default. Upon the event of a default under the Loan Agreement, Lender may exercise any remedy available to it under the terms of the Loan Agreement.

4. Further Assurances. Borrower shall execute and deliver to Lender, promptly and at Borrower's expense, Uniform Commercial Code ("Code") financing statements and evidence of tax filings and payments, including without limitation a UCC-1 Financing Statement in substantially the form set forth by the Minnesota Secretary of State's Office. Borrower agrees that: (i) Lender is authorized, at its option, to file a carbon, photographic, or other reproduction of this Agreement as a financing statement and that such statement shall be sufficient as a financing statement under the Code; and (ii) Lender is authorized to file financing statements or amendments thereto without the signature of Borrower, provided that if a signature is required by law, then Borrower appoints Lender as Borrower's attorney-in-fact to execute any such financing statements.

5. Cumulative Remedies. All of Lender's rights and remedies herein are cumulative and in addition to any rights or remedies available at law or in equity including the Code, and may be exercised concurrently or separately. Borrower shall pay all costs, expenses, losses, damages and legal costs (including attorneys fees) incurred by Lender as a result of enforcing any terms or conditions of this Agreement.

6. No Liability Imposed on Lender. Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge any obligation, duty, or liability, nor shall this Agreement operate to place responsibility for the control, care, or management of the Equipment upon Lender.

7. Indemnification. Borrower agrees to defend, protect, indemnify and hold Lender harmless of and from any and all liability, loss, and damage that Lender does, may, or might incur under or by reason of this Agreement, and of and from any and all claims and demands

whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings to perform or discharge any of the terms, covenants, or agreements contained herein. Should Lender incur any such liability or be required to defend against any such claims or demands, or should a judgment be entered against Lender, the amount thereof, including costs, expenses, and reasonable attorney's fees, shall bear interest thereon at the rate then in effect on the Note, shall be secured hereby, shall be added to the Loan, and Borrower shall reimburse Lender for the same immediately upon demand, and upon the failure of Borrower so to do, Lender may declare the Loan immediately due and payable.

8. Expenses of Borrower. All expenses in protecting, storing, warehousing, insuring, handling, and shipping of the Collateral, all costs of keeping the Collateral free of liens, encumbrances and security interests (other than the security interest created by this Agreement) and the removing of the same and all excise, property, sales, and use taxes imposed by state, federal, or local authority on any of the Collateral or with respect to the sale thereof, shall be borne and paid for by Borrower and if Borrower fails to promptly pay any amounts thereof when due, Lender may, at its option, but shall not be required to, pay the same, and upon such payment the same shall constitute obligations and shall bear interest at the rate specified in the Note and shall be secured by the security interests granted hereunder.

9. Continuing Rights. The rights and powers of Lender hereunder shall continue and remain in full force effect until the Loan is paid in full.

10. Books and Records. Borrower will permit Lender and its representatives to examine Borrower's books and records (including data processing records and systems) with respect to the Collateral and make copies thereof at any time and from time to time, and Borrower will furnish such information reports to Lender and its representatives regarding the Collateral as Lender and its representatives may from time to time request. Lender shall have the authority, at any time, to require Borrower to place upon Borrower's books and records relating to the Collateral and other rights to payment covered by the security interest created in this Agreement a notation stating that any such Collateral and other rights of payment are subject to a security interest in favor of Lender.

11. Effect on Other Agreements. Nothing in this Agreement shall be construed to modify any term of any other agreement to which Lender and Borrower are parties.

12. Release and Indemnification Covenants. Except for any breach of the representations and warranties of Lender or the negligence or other wrongful act or omission of the following named parties, Borrower agrees to protect and defend Lender and the governing body members, officers, agents, servants and employees thereof, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the acquisition, construction, installation, ownership, maintenance, and operation of the Equipment.

13. Modifications. This Agreement may be modified solely through written amendments hereto executed by Lender and Borrower and approved by the State.

14. Notices and Demands. Any notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered only if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

(a) as to the Lender: City of Worthington
ATTN: Mayor Mike Kuhle
303 9th Street
PO Box 279
Worthington, MN 56187

(b) as to the Borrower: Swift Pork Company
ATTN: Bob Krebs
2550 Highway 60 NE
Worthington, MN 56187

or at such other address with respect to any party as that party may, from time to time, designate in writing and forward to the others as provided in this Section 14.

15. Conflict of Interests; Representatives Not Individually Liable. No officer or employee of Lender may acquire any financial interest, direct or indirect, in this Agreement, the Equipment, or in any contract related to the Equipment. No officer, agent, or employee of Lender shall be personally liable to Borrower, or any successor in interest, in the event of any default or breach by Lender or for any amount which may become due to Borrower or on any obligation or term of this Agreement.

16. Binding Effect. The covenants and agreements in this Agreement shall bind and benefit the heirs, executors, administrators, successors, and assigns of the parties to this Agreement.

17. Merger. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring any interest in the Development Property and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

18. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

19. Counterparts. This Agreement may be executed in any number of counterparts, each of whom shall constitute one and the same instrument.

20. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota without regard to its conflict of laws provisions. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

21. Waiver. The failure of any party to take any action or assert any right or remedy, or the partial exercise by any party of any right or remedy, shall not be deemed to be a waiver of such action, right, or remedy if the circumstances creating such action, right, or remedy continue or repeat.

22. Entire Agreement. This Agreement, with the other Loan Documents constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties pertaining to the subject matter of this Agreement.

23. Separability. Wherever possible, each provision of this Agreement and each related document shall be interpreted so that it is valid under applicable law. If any provision of this

Agreement or any related document is to any extent found invalid by a court or other governmental entity of competent jurisdiction, that provision shall be ineffective only to the extent of such invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or any other related document.

24. Immunity. Nothing in this Agreement shall be construed as a waiver by the Lender of any immunities, defenses, or other limitations on liability to which the Lender is entitled by law, including but not limited to the maximum monetary limits on liability established by Minnesota Statutes, Chapter 466.

25. Other Matters. All representations and warranties contained in this Agreement or in any other agreement between Borrower and Lender shall survive the execution, delivery and performance of this Agreement and the creation and payment of any indebtedness to Lender. Borrower waives notice of the acceptance of this Agreement by Lender.

**IN WITNESS WHEREOF,** Lender has caused this Agreement to be duly executed in its name and behalf and Borrower has caused this Agreement to be duly executed in its name and behalf as of the date first above written.

**Name of Lender**

By _____

Its _____

By _____

Its _____

**Swift Pork Company**

By _____

Its Head of Tax

By _____

Its _____

**EXHIBIT A**
**DEVELOPMENT PROPERTY**

LEGAL DESCRIPTION

A tract of land lying in the West Half of Section 18, Township 102, Range 39, described as follows: Commencing at the southwest corner of Section 18, Township 102, Range 39; thence East along said Section line a distance of 1,293.5 feet; thence North at 90° to said section line a distance of 1,010 feet to the point of beginning; thence North a distance of 100 feet to a point; thence West at 90° 397.38 feet to a point on the southeast right-of-way line of the C.St.P.M. & O. Railroad; thence northeast at an interior angle of 42° 08' and along said right-of-way a distance of 2,657.69 feet to a point on quarter section line; thence South at an interior angle of 47° 41' and along said quarter line a distance of 1,882.90 feet; thence West at an interior angle of 90° 11' a distance of 1,567.51 feet to the point of beginning.
Less and Except:
All that part of the following described tract:
That part of the Southeast Quarter of the Northwest Quarter and of the Northeast Quarter of the Southwest Quarter of Section 18, Township 102, Range 39 lying southeasterly of the railroad right-of-way;
Which lies northerly of a line run parallel with and distant 184 feet southerly of the following described line:
Beginning at a point on the east line of said Section 18, distant 100 feet south of the east quarter corner thereof; thence run westerly at an angle of 89° 14' 15" with said east section line (when measured from south to west) for 3,300 feet and there terminating; Together with all that part of the above-described tract adjoining and southerly of the above-described strip, which lies northerly of the following described line: From a point on the above-described line, distant 2,629.78 feet westerly of its point of beginning; run southerly at right angles to said line for 184 feet to the point of beginning of the line to be described; thence run southwesterly to a point distant 199 feet southerly (measured at right angles) from a point on the above-described line, distant 2,729.78 feet westerly of its point of beginning; thence run westerly and parallel with the above-described line to the northwesterly boundary of the above-described tract and there terminating.
AND
A tract of land in the West Half of Section 18, Township 102, Range 39, described as follows:
Commencing at the southwest corner of said Section 18; thence East along said section line a distance of 1,293.5 feet; thence North at 90° to said section line a distance of 1,010 feet; thence East at 90° a distance of 522 feet to the point of beginning; thence easterly on said projected line a distance of 798 feet; thence South at 90° a distance of 250 feet; thence at 90° West a distance of 798 feet; thence at 90° North a distance of 250 feet, to the point of beginning.
Together with:
The northerly 50 feet of the following described tract:
Commencing at the southwest comer of Section 18, Township 102, Range 39; thence East along section line, a distance of 1,293.5 feet; thence North at 90° a distance of 740 feet to the point of beginning; thence North along same said line, a distance of 270 feet; thence East 90° a distance

of 522 feet; thence South at 90° a distance of 270 feet; thence West at 90° a distance of 522 feet to the point of beginning.

AND ALSO

That part of the West half of the Southeast Quarter of Section 18, Township 102 North, Range 39 West, Nobles County, Minnesota, described as follows:

Commencing at the South Quarter corner of said Section 18; thence on an assumed bearing of North 0 degrees 01 minutes 48 seconds West, along the north-south quarter line of said section, a distance of 900.00 feet to an iron monument, said iron monument being the point of beginning of the tract to be described; thence North 90 degrees 00 minutes East a distance of 615.35 feet to an iron monument; thence North 0 degrees 00 minutes 27 seconds West a distance of 1456.84 feet to an iron monument located on the southerly right of way line of Interstate Highway 90; thence South 89 degrees 40 minutes 44 seconds West, along said southerly right of way line, a distance of 615.93 feet to an iron monument located on the north-south quarter line of said section; thence South 0 degrees 01 minutes 48 seconds East, along said north-south quarter line, a distance of 1453.39 feet to the point of beginning, containing 20.57 acres, subject to easements now of record in said county and state.

**EXHIBIT B TO SECURITY AGREEMENT**

Project Collateral:

QFR Freezing Systems – 20 Zones / 480 Pallet Positions

Estimated Value: $2,068,000

Should the Company not acquire the asset noted above, the parties agree to substitute collateral of equivalent value to the freezer above.

GRAY

**CITY OF WORTHINGTON AND BOLTON & MENK, INC.**
**TASK ORDER TO AGREEMENT FOR PROFESSIONAL SERVICES**

**TASK ORDER NO: 7**

**CLIENT: City of Worthington**

**CONSULTANT: Bolton & Menk, Inc.**

**DATE OF THIS TASK ORDER: June 2, 2021**

**DATE OF MASTER AGREEMENT FOR PROFESSIONAL SERVICES: September 14, 2020**

Whereas, CLIENT and CONSULTANT entered into a Master Agreement for Professional Services ("Master Agreement") as dated above; and CONSULTANT agrees to perform and complete the following Services for CLIENT in accordance with this Task Order and the terms and conditions of the Master Agreement. CLIENT and CONSULTANT agree as follows:

**1.0 Scope of Services:**
CONSULTANT shall perform the Services listed below or in the attached Scope. All terms and conditions of the Master Agreement are incorporated by reference in this Task Order, except as explicitly modified in writing herein.

CLIENT desires to modify the design of the two regional flood control/ stormwater management basins located in the North Industrial/ Commercial Park. The existing basins were constructed in 2013 and were designed to treat stormwater runoff based on 0.5-inches of rainfall from newly created impervious surfaces in the development. Current City Ordinance requires a treatment volume based on 1.1-inches of rainfall. To accommodate the Cemstone development along with other future developments in the North Industrial/ Commercial Park, the treatment volume of the ponds must be increased. It is assumed that the modifications will be limited to the outlet control structures and no enlargement of the pond footprints will be needed. CONSULTANT will complete the following major tasks and scope:

1. Review and update existing stormwater modeling for the regional ponds.
    a. We will review the models that were created for the 2013 project and update them with current rainfall data and required treatment parameters.
2. Final Design.
    a. Utilizing the updated modeling, revised pond outlet structures will be designed and detailed.
3. A final memorandum outlining findings and recommendations along with necessary construction plans and specifications to solicit competitive bids or quotes for the recommended work.

**2.0 Fees:**
CLIENT shall pay CONSULTANT in accordance with Section III of the Master Agreement and as follows or as described in the attached Scope. Total cost of services provided by CONSULTANT for this Task Order shall not exceed $5,500.00 without prior approval of CLIENT. Fees will be invoiced on an hourly basis.

**3.0 Schedule:**
Schedule for performance of Services will be as follows or as set forth in attached Scope, such that all services will be completed by September 1, 2021.

**4.0 Deliverables**
Deliverables will be as follows or as set forth in the attached Scope: Memorandum summarizing findings and recommendations, plans/ specifications for contractor bidding or quotes.

**5.0 Term**
In the event that the Schedule for this Task Order extends beyond the term of the Master Agreement, either intentionally or unintentionally by Task Order Scope or by Task Order extension, then this Task Order shall operate to extend the Master Agreement through the completion of CONSULTANT'S obligations under this Task Order or until a new Master Agreement is executed incorporating this Task Order.

**6.0 Other Matters**
None.

**7.0 Project Managers**
Project managers and contact information for the CLIENT and CONSULTANT for this Task Order, if different than the Master Agreement, are as follows:

CLIENT:
Name: Steve Robinson
Address: 303 Ninth Street
City, State, Zip: Worthington, MN 56187
Office Phone: 507-372-8600
Email: ser@ci.worthington.mn.us

BOLTON & MENK, INC.
Name: Travis Winter, P.E.
Office Address 1501 South State Street, Ste 100
City, State, Zip: Fairmont, MN 56031
Office Phone: 507-238-4738
Email: travis.winter@bolton-menk.com

GRAY

| **CLIENT:** | **BOLTON & MENK, INC.** |
|---|---|
| By:_____ | BY: Travis L. Winter |
| Printed Name:_____ | Printed Name: Travis Winter, P.E. |
| Title: _____ | Title: Principal Engineer |

ATTACHMENTS TO THIS TASK ORDER: None

PACKET: 03970 PAYROLL 5/28/21 - 9
VENDOR SET: 01 CITY OF WORTHINGTON *** DRAFT/OTHER LISTING ***
BANK: 1 WELLS FARGO-CITY

| VENDOR | I.D. | NAME | ITEM TYPE | PAID DATE | DISCOUNT | AMOUNT | ITEM NO# | ITEM AMOUNT |
|---|---|---|---|---|---|---|---|---|
| D00173 | | DEFERRED COMP- MINNESOTA STATE | D | 6/02/2021 | | | 001443 | 7,730.97 |
| E00088 | | EFTPS | D | 6/02/2021 | | | 001444 | 55,450.40 |
| M00309 | | MINNESOTA STATE RETIREMENT SYST | D | 6/02/2021 | | | 001445 | 2,145.00 |
| O00021 | | OPTUM HEALTH FINANCIAL | D | 6/02/2021 | | | 001446 | 5,758.45 |
| P00039 | | PUBLIC EMPLOYEES RETIREMENT ASS | D | 6/02/2021 | | | 001447 | 48,420.04 |
| S00202 | | STATE OF MINNESOTA DEPT OF REVE | D | 6/02/2021 | | | 001448 | 11,049.90 |

| * * B A N K T O T A L S * * | NO# | DISCOUNTS | CHECK AMT | TOTAL APPLIED |
|---|---|---|---|---|
| REGULAR CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| HANDWRITTEN CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| PRE-WRITE CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| DRAFTS: | 6 | 0.00 | 130,554.76 | 130,554.76 |
| 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 |
| BANK TOTALS: | 6 | 0.00 | 130,554.76 | 130,554.76 |

| VENDOR SORT KEY | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|---|
| AGUILAR CONSTRUCTION SIDING SPECIALIST | 5/28/21 | REISSUE CARES ACT CHECK | WGTN EDA | BUSINESS DEVELOPMENT | 350.00 |
| | | | | TOTAL: | 350.00 |
| ANDERSON ALIGNMENT | 5/28/21 | #329 OIL LEAK | MUNICIPAL WASTEWAT | M-SOURCE MAINS & LIFTS | 57.12 |
| | 5/28/21 | #329 OIL LEAK | MUNICIPAL WASTEWAT | M-SOURCE MAINS & LIFTS | 74.25 |
| | | | | TOTAL: | 131.37 |
| ARAMARK | 5/28/21 | 4 WEEK TOWEL SERVICE | MUNICIPAL WASTEWAT | O-PURIFY MISC | 18.38 |
| | | | | TOTAL: | 18.38 |
| ARNOLD MOTOR SUPPLY LLP | 5/28/21 | #332 JET HYDRAULIC PUMP | MUNICIPAL WASTEWAT | M-SOURCE MAINS & LIFTS | 11.69 |
| | | | | TOTAL: | 11.69 |
| BENTS TRUCKING | 5/28/21 | PEA ROCK | ELECTRIC | M-DISTR UNDERGRND LINE | 476.94 |
| | | | | TOTAL: | 476.94 |
| C&S CHEMICALS INC | 5/28/21 | 4550 GALLONS OF ALUM | MUNICIPAL WASTEWAT | O-PURIFY MISC | 5,300.75 |
| | | | | TOTAL: | 5,300.75 |
| CAPITAL ONE | 5/28/21 | WALMART CREDIT CARD | ELECTRIC | O-DISTR MISC | 142.17 |
| | | | | TOTAL: | 142.17 |
| CARLSON MCCAIN INC | 5/28/21 | LAKE BELLA TEST DRILLING | WATER | O-SOURCE WELLS & SPRNG | 4,049.59 |
| | | | | TOTAL: | 4,049.59 |
| COMMISSIONER OF TRANSPORTATION | 5/28/21 | HANGAR LOAN REPAYMENT | AIRPORT | NON-DEPARTMENTAL | 920.00 |
| | | | | TOTAL: | 920.00 |
| CORE & MAIN LP | 5/28/21 | SERVICE LINE CONNECTION SU | WATER | O-DIST UNDERGRND LINES | 575.00 |
| | 5/28/21 | SERVICE LINE CONNECTION PA | WATER | O-DIST UNDERGRND LINES | 1,072.16 |
| | | | | TOTAL: | 1,647.16 |
| DANS ELECTRIC INC | 5/28/21 | S. SHORE LIFT STATION | MUNICIPAL WASTEWAT | M-SOURCE MAINS & LIFTS | 125.00 |
| | | | | TOTAL: | 125.00 |
| DEPUTY REGISTER #33 | 5/28/21 | #19-42 TABS | GENERAL FUND | POLICE ADMINISTRATION | 14.25 |
| | | | | TOTAL: | 14.25 |
| ECHO GROUP INC | 5/28/21 | BIOLOGICAL D.O. PROBE PART | WATER | M-PURIFY EQUIPMENT | 58.50 |
| | 5/28/21 | BIOLOGICAL D.O. PROBE PART | WATER | M-PURIFY EQUIPMENT | 19.99 |
| | 5/28/21 | BIOLOGICAL D.O. PROBE PART | WATER | M-PURIFY EQUIPMENT | 142.38 |
| | 5/28/21 | 125 CORROSION INHIBITORS | MUNICIPAL WASTEWAT | O-PURIFY MISC | 2,131.25 |
| | 5/28/21 | STREET LIGHT WIRING | ELECTRIC | M-DISTR ST LITE & SIG | 274.86 |
| | | | | TOTAL: | 2,626.98 |
| ENVIRONMENTAL TOXICITY CONTROL, INC | 5/28/21 | ACUTE TOXICITY EVALUATION | MUNICIPAL WASTEWAT | O-PURIFY LABORATORY | 925.00 |
| | | | | TOTAL: | 925.00 |
| FASTENAL COMPANY | 5/28/21 | HIGH VIS SAFETY VEST | MUNICIPAL WASTEWAT | O-SOURCE MAINS & LIFTS | 20.76 |
| | | | | TOTAL: | 20.76 |
| FRONTIER COMMUNICATION SERVICES | 5/28/21 | PHONE SERVICE | GENERAL FUND | MAYOR AND COUNCIL | 30.15 |
| | 5/28/21 | PHONE SERVICE | GENERAL FUND | CLERK'S OFFICE | 58.00 |
| | 5/28/21 | PHONE SERVICE | GENERAL FUND | ENGINEERING ADMIN | 57.88 |
| | 5/28/21 | PHONE SERVICE | GENERAL FUND | ECONOMIC DEVELOPMENT | 14.49 |
| | 5/28/21 | PHONE SERVICE | GENERAL FUND | OTHER GEN GOVT MISC | 51.43 |

| VENDOR SORT KEY | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|---|
| | 5/28/21 | PHONE SERVICE | GENERAL FUND | FIRE ADMINISTRATION | 175.48 |
| | 5/28/21 | PHONE SERVICE | GENERAL FUND | CENTER FOR ACTIVE LIVI | 327.77 |
| | 5/28/21 | PHONE SERVICE | MEMORIAL AUDITORIU | MEMORIAL AUDITORIUM | 218.17 |
| | 5/28/21 | PHONE SERVICE | RECREATION | PARK AREAS | 30.15 |
| | 5/28/21 | BAC FIRE ALARMS | ECONOMIC DEV AUTHO | TRAINING/TESTING CENTE | 110.47 |
| | 5/28/21 | PHONE SERVICE | LIQUOR | O-GEN MISC | 237.08 |
| | 5/28/21 | PHONE SERVICE | AIRPORT | O-GEN MISC | 105.21 |
| | 5/28/21 | PHONE SERVICE | DATA PROCESSING | DATA PROCESSING | 67.15 |
| | 5/28/21 | PHONE SERVICE | DATA PROCESSING | COPIER/FAX | 28.99 |
| | | | | TOTAL: | 1,512.42 |
| GRAHAM TIRE OF WORTHINGTON INC | 5/28/21 | #207 BACKHOE TIRE REPAIR | WATER | O-DIST UNDERGRND LINES | 63.74 |
| | | | | TOTAL: | 63.74 |
| HACH COMPANY | 5/28/21 | PIPET TIPS | MUNICIPAL WASTEWAT | O-PURIFY LABORATORY | 321.90 |
| | | | | TOTAL: | 321.90 |
| HAWKINS INC | 5/28/21 | CHLORINE CYLINDER | MUNICIPAL WASTEWAT | O-PURIFY MISC | 754.00 |
| | | | | TOTAL: | 754.00 |
| INTL UNION LOCAL #49 | 5/28/21 | UNION DUES | GENERAL FUND | NON-DEPARTMENTAL | 116.32 |
| | 5/28/21 | UNION DUES | GENERAL FUND | NON-DEPARTMENTAL | 98.30 |
| | 5/28/21 | UNION DUES | RECREATION | NON-DEPARTMENTAL | 74.81 |
| | 5/28/21 | UNION DUES | RECREATION | NON-DEPARTMENTAL | 79.30 |
| | 5/28/21 | UNION DUES | ECONOMIC DEV AUTHO | NON-DEPARTMENTAL | 0.21 |
| | 5/28/21 | UNION DUES | ECONOMIC DEV AUTHO | NON-DEPARTMENTAL | 0.77 |
| | 5/28/21 | UNION DUES | IMPROVEMENT CONST | NON-DEPARTMENTAL | 14.04 |
| | 5/28/21 | UNION DUES | IMPROVEMENT CONST | NON-DEPARTMENTAL | 24.54 |
| | 5/28/21 | UNION DUES | WATER | NON-DEPARTMENTAL | 87.50 |
| | 5/28/21 | UNION DUES | WATER | NON-DEPARTMENTAL | 90.74 |
| | 5/28/21 | UNION DUES | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL | 120.01 |
| | 5/28/21 | UNION DUES | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL | 121.63 |
| | 5/28/21 | UNION DUES | STORM WATER MANAGE | NON-DEPARTMENTAL | 7.11 |
| | 5/28/21 | UNION DUES | STORM WATER MANAGE | NON-DEPARTMENTAL | 4.17 |
| | 5/28/21 | UNION DUES | AIRPORT | NON-DEPARTMENTAL | 0.55 |
| | | | | TOTAL: | 840.00 |
| LAW ENF LABOR SERV INC #4 | 5/28/21 | UNION DUES LICENSED | GENERAL FUND | NON-DEPARTMENTAL | 571.50 |
| | 5/28/21 | UNION DUES LICENSED | GENERAL FUND | NON-DEPARTMENTAL | 571.50 |
| | 5/28/21 | UNION DUES NON-LICENSED | GENERAL FUND | NON-DEPARTMENTAL | 110.32 |
| | 5/28/21 | UNION DUES NON-LICENSED | GENERAL FUND | NON-DEPARTMENTAL | 165.48 |
| | | | | TOTAL: | 1,418.80 |
| MEDIACOM | 5/28/21 | PHONE INTERNET/SERVICE | GENERAL FUND | PAVED STREETS | 137.18 |
| | 5/28/21 | PHONE INTERNET/SERVICE | RECREATION | PARK AREAS | 137.19 |
| | | | | TOTAL: | 274.37 |
| MINNESOTA BENEFIT ASSOCIATION | 5/28/21 | MN BENEFITS | GENERAL FUND | NON-DEPARTMENTAL | 5.20 |
| | 5/28/21 | MN BENEFITS | GENERAL FUND | NON-DEPARTMENTAL | 7.13 |
| | 5/28/21 | MN BENEFITS | GENERAL FUND | NON-DEPARTMENTAL | 43.20 |
| | 5/28/21 | MN BENEFITS | GENERAL FUND | NON-DEPARTMENTAL | 43.34 |
| | 5/28/21 | INSURANCE | GENERAL FUND | PAVED STREETS | 21.75 |
| | 5/28/21 | INSURANCE | GENERAL FUND | PUBLIC WORK SHOP | 102.71 |
| | 5/28/21 | INSURANCE | GENERAL FUND | MISC SPECIAL DAYS/EVEN | 4.83 |
| | 5/28/21 | MN BENEFITS | RECREATION | NON-DEPARTMENTAL | 36.64 |
| | 5/28/21 | MN BENEFITS | RECREATION | NON-DEPARTMENTAL | 34.71 |

| VENDOR SORT KEY | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|---|
| | 5/28/21 | MN BENEFITS | RECREATION | NON-DEPARTMENTAL | 20.88 |
| | 5/28/21 | MN BENEFITS | RECREATION | NON-DEPARTMENTAL | 17.27 |
| | 5/28/21 | INSURANCE | RECREATION | SOCCER COMPLEX | 0.01 |
| | 5/28/21 | INSURANCE | RECREATION | PARK AREAS | 3.63 |
| | 5/28/21 | INSURANCE | WATER | GENERAL ADMIN | 41.38 |
| | 5/28/21 | MN BENEFITS | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL | 96.92 |
| | 5/28/21 | MN BENEFITS | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL | 96.92 |
| | 5/28/21 | MN BENEFITS | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL | 127.46 |
| | 5/28/21 | MN BENEFITS | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL | 127.46 |
| | 5/28/21 | INSURANCE | MUNICIPAL WASTEWAT | O-PURIFY LABORATORY | 0.01 |
| | 5/28/21 | INSURANCE | MUNICIPAL WASTEWAT | GENERAL ADMIN | 33.10 |
| | 5/28/21 | MN BENEFITS | ELECTRIC | NON-DEPARTMENTAL | 13.92 |
| | 5/28/21 | MN BENEFITS | ELECTRIC | NON-DEPARTMENTAL | 13.92 |
| | 5/28/21 | INSURANCE | ELECTRIC | O-SOURCE SUPER & ENG | 9.76 |
| | 5/28/21 | INSURANCE | ELECTRIC | O-DISTR SUPER & ENG | 175.66 |
| | 5/28/21 | INSURANCE | ELECTRIC | M-SOURCE SUPER & ENF | 9.76 |
| | 5/28/21 | INSURANCE | ELECTRIC | GENERAL ADMIN | 201.36 |
| | 5/28/21 | INSURANCE | STORM WATER MANAGE | STORM DRAINAGE | 39.88 |
| | 5/28/21 | INSURANCE | AIRPORT | O-GEN MISC | 20.54 |
| | 5/28/21 | MN BENEFITS | DATA PROCESSING | NON-DEPARTMENTAL | 3.94 |
| | 5/28/21 | MN BENEFITS | DATA PROCESSING | NON-DEPARTMENTAL | 7.41 |
| | | | | TOTAL: | 1,360.70 |
| MINNESOTA CHILD SUPPORT PAYMENT CTR | 5/28/21 | SUPPORT ORDER | GENERAL FUND | NON-DEPARTMENTAL | 123.21 |
| | | | | TOTAL: | 123.21 |
| MINNESOTA POLLUTION CONTROL | 5/28/21 | CLASS A WASTEWATER CERT RE | MUNICIPAL WASTEWAT | O-PURIFY SUPERVISION | 23.00 |
| | 5/28/21 | CLASS A WASTEWATER CERT RE | MUNICIPAL WASTEWAT | O-PURIFY MISC | 23.00 |
| | 5/28/21 | CLASS B WASTEWATER CERT RE | MUNICIPAL WASTEWAT | O-PURIFY MISC | 23.00 |
| | | | | TOTAL: | 69.00 |
| MISCELLANEOUS V ASGODOM MISGINA ARADOM | 5/28/21 | REFUND OF DEPOSIT-ACCT FIN | ELECTRIC | NON-DEPARTMENTAL | 79.38 |
| MILLER HAYLEY | 5/28/21 | REFUND OF DEPOSIT-ACCT FIN | ELECTRIC | NON-DEPARTMENTAL | 87.11 |
| QUINTERO ISMENIA | 5/28/21 | REFUND OF DEPOSIT | ELECTRIC | NON-DEPARTMENTAL | 96.44 |
| RODRIGUEZ JANETT | 5/28/21 | REFUND OF CREDITS-ACCT FIN | ELECTRIC | NON-DEPARTMENTAL | 71.80 |
| STEWART JENNIFER K | 5/28/21 | REFUND OF DEPOSIT-ACCT FIN | ELECTRIC | NON-DEPARTMENTAL | 95.00 |
| WERINGA BRIANNON M | 5/28/21 | REFUND OF DEPOSIT-ACCT FIN | ELECTRIC | NON-DEPARTMENTAL | 51.72 |
| ASGODOM MISGINA ARADOM | 5/28/21 | REFUND OF DEPOSIT-ACCT FIN | ELECTRIC | ACCTS-RECORDS & COLLEC | 0.04 |
| MILLER HAYLEY | 5/28/21 | REFUND OF DEPOSIT-ACCT FIN | ELECTRIC | ACCTS-RECORDS & COLLEC | 0.04 |
| QUINTERO ISMENIA | 5/28/21 | REFUND OF DEPOSIT | ELECTRIC | ACCTS-RECORDS & COLLEC | 0.08 |
| STEWART JENNIFER K | 5/28/21 | REFUND OF DEPOSIT-ACCT FIN | ELECTRIC | ACCTS-RECORDS & COLLEC | 0.04 |
| WERINGA BRIANNON M | 5/28/21 | REFUND OF DEPOSIT-ACCT FIN | ELECTRIC | ACCTS-RECORDS & COLLEC | 0.04 |
| SOUTH LAKE DEVELOPMENT | 5/28/21 | REFUND OF CREDITS-ACCT FIN | GARBAGE COLLECTION | NON-DEPARTMENTAL | 36.34 |
| | | | | TOTAL: | 518.03 |
| MORRIS ELECTRONICS INC | 5/28/21 | MICROSOFT OFFICE | WATER | O-PURIFY MISC | 454.95 |
| | 5/28/21 | MICROSOFT OFFICE | WATER | O-DISTR MISC | 454.95 |
| | 5/28/21 | CISCO AIRONET ROUTER | WATER | O-DISTR MISC | 266.83 |
| | 5/28/21 | MICROSOFT OFFICE | WATER | ADMIN OFFICE SUPPLIES | 227.48 |
| | 5/28/21 | CISCO AIRONET ROUTER | WATER | ADMIN OFFICE SUPPLIES | 88.94 |
| | 5/28/21 | MICROSOFT OFFICE | WATER | ACCTS-RECORDS & COLLEC | 682.43 |
| | 5/28/21 | CISCO AIRONET ROUTER | WATER | ACCTS-RECORDS & COLLEC | 88.94 |
| | 5/28/21 | MICROSOFT OFFICE | MUNICIPAL WASTEWAT | O-SOURCE SUPERVISION | 454.95 |
| | 5/28/21 | MICROSOFT OFFICE | MUNICIPAL WASTEWAT | O-PURIFY SUPERVISION | 454.95 |
| | 5/28/21 | MICROSOFT OFFICE | MUNICIPAL WASTEWAT | O-PURIFY LABORATORY | 454.95 |
| | 5/28/21 | MICROSOFT OFFICE | MUNICIPAL WASTEWAT | ADMIN OFFICE SUPPLIES | 227.47 |

| VENDOR SORT KEY | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|---|
| | 5/28/21 | CISCO AIRONET ROUTER | MUNICIPAL WASTEWAT | ADMIN OFFICE SUPPLIES | 88.94 |
| | 5/28/21 | MICROSOFT OFFICE | MUNICIPAL WASTEWAT | ACCT-RECORDS & COLLECT | 682.42 |
| | 5/28/21 | CISCO AIRONET ROUTER | MUNICIPAL WASTEWAT | ACCT-RECORDS & COLLECT | 88.94 |
| | 5/28/21 | MICROSOFT OFFICE | ELECTRIC | O-DISTR SUPER & ENG | 2,729.70 |
| | 5/28/21 | CISCO AIRONET ROUTER | ELECTRIC | O-DISTR MISC | 266.83 |
| | 5/28/21 | CISCO AIRONET ROUTER | ELECTRIC | ADMIN OFFICE SUPPLIES | 88.94 |
| | 5/28/21 | MICROSOFT OFFICE | ELECTRIC | ACCTS-RECORDS & COLLEC | 1,364.85 |
| | 5/28/21 | MICROSOFT OFFICE | ELECTRIC | ACCTS-RECORDS & COLLEC | 454.95 |
| | 5/28/21 | CISCO AIRONET ROUTER | ELECTRIC | ACCTS-RECORDS & COLLEC | 88.94 |
| | 5/28/21 | FIBER/NETWORK | ELECTRIC | FA COMMUNICATION EQUIP | 1,200.00 |
| | 5/28/21 | FIBER/NETWORK | ELECTRIC | FA COMMUNICATION EQUIP | 642.60 |
| | 5/28/21 | PORT PATCH PANEL | ELECTRIC | FA COMMUNICATION EQUIP | 298.95 |
| | | | | TOTAL: | 11,852.90 |
| NCL OF WISCONSIN INC | 5/28/21 | LAB SAMPLES BOTTLES | MUNICIPAL WASTEWAT | O-PURIFY LABORATORY | 450.21 |
| | | | | TOTAL: | 450.21 |
| NCPERS GROUP LIFE INS | 5/28/21 | LIFE INS | GENERAL FUND | NON-DEPARTMENTAL | 143.09 |
| | 5/28/21 | LIFE INS | GENERAL FUND | NON-DEPARTMENTAL | 140.90 |
| | 5/28/21 | LIFE INS | MEMORIAL AUDITORIU | NON-DEPARTMENTAL | 8.00 |
| | 5/28/21 | LIFE INS | MEMORIAL AUDITORIU | NON-DEPARTMENTAL | 8.00 |
| | 5/28/21 | LIFE INS | RECREATION | NON-DEPARTMENTAL | 23.60 |
| | 5/28/21 | LIFE INS | RECREATION | NON-DEPARTMENTAL | 23.95 |
| | 5/28/21 | LIFE INS | PIR/TRUNKS | NON-DEPARTMENTAL | 3.60 |
| | 5/28/21 | LIFE INS | PIR/TRUNKS | NON-DEPARTMENTAL | 3.60 |
| | 5/28/21 | LIFE INS | IMPROVEMENT CONST | NON-DEPARTMENTAL | 4.39 |
| | 5/28/21 | LIFE INS | IMPROVEMENT CONST | NON-DEPARTMENTAL | 4.39 |
| | 5/28/21 | LIFE INS | WATER | NON-DEPARTMENTAL | 35.90 |
| | 5/28/21 | LIFE INS | WATER | NON-DEPARTMENTAL | 37.01 |
| | 5/28/21 | LIFE INS | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL | 34.02 |
| | 5/28/21 | LIFE INS | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL | 34.78 |
| | 5/28/21 | LIFE INS | ELECTRIC | NON-DEPARTMENTAL | 33.57 |
| | 5/28/21 | LIFE INS | ELECTRIC | NON-DEPARTMENTAL | 33.37 |
| | 5/28/21 | LIFE INS | STORM WATER MANAGE | NON-DEPARTMENTAL | 1.83 |
| | 5/28/21 | LIFE INS | STORM WATER MANAGE | NON-DEPARTMENTAL | 1.75 |
| | 5/28/21 | LIFE INS | LIQUOR | NON-DEPARTMENTAL | 24.00 |
| | 5/28/21 | LIFE INS | LIQUOR | NON-DEPARTMENTAL | 24.00 |
| | 5/28/21 | LIFE INS | AIRPORT | NON-DEPARTMENTAL | 0.25 |
| | 5/28/21 | LIFE INS | DATA PROCESSING | NON-DEPARTMENTAL | 16.00 |
| | 5/28/21 | LIFE INS | DATA PROCESSING | NON-DEPARTMENTAL | 16.00 |
| | | | | TOTAL: | 656.00 |
| NEW VISION CO-OP | 5/28/21 | TRIPLET FOR SPRAYING GRASS | MUNICIPAL WASTEWAT | M-PURIFY EQUIPMENT | 193.95 |
| | 5/28/21 | DURANGO | MUNICIPAL WASTEWAT | M-PURIFY EQUIPMENT | 55.83 |
| | | | | TOTAL: | 249.78 |
| NOBLES COUNTY AUDITOR/TREASURER | 5/28/21 | LEASE PAYMENT UTIL OFFICE- | WATER | O-DISTR RENTS | 156.32 |
| | 5/28/21 | LEASE PAYMENT UTIL OFFICE- | WATER | ADMIN RENT | 312.64 |
| | 5/28/21 | LEASE PAYMENT UTIL OFFICE- | MUNICIPAL WASTEWAT | O-PURIFY MISC | 125.06 |
| | 5/28/21 | LEASE PAYMENT UTIL OFFICE- | MUNICIPAL WASTEWAT | ADMIN RENT | 250.12 |
| | 5/28/21 | LEASE PAYMENT UTIL OFFICE- | ELECTRIC | O-DISTR RENTS | 750.35 |
| | 5/28/21 | LEASE PAYMENT UTIL OFFICE- | ELECTRIC | ADMIN RENT | 1,531.95 |
| | | | | TOTAL: | 3,126.44 |
| ONE OFFICE SOLUTION-WOUTIL | 5/28/21 | CASH BOX, SUPPLIES | WATER | ACCTS-RECORDS & COLLEC | 9.69 |
| | 5/28/21 | CALCULATOR TAPE | WATER | ACCTS-RECORDS & COLLEC | 2.45 |

| VENDOR SORT KEY | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|---|
| | 5/28/21 | CASH BOX, SUPPLIES | MUNICIPAL WASTEWAT | ACCT-RECORDS & COLLECT | 9.68 |
| | 5/28/21 | CALCULATOR TAPE | MUNICIPAL WASTEWAT | ACCT-RECORDS & COLLECT | 2.44 |
| | 5/28/21 | CASH BOX, SUPPLIES | ELECTRIC | ACCTS-RECORDS & COLLEC | 19.37 |
| | 5/28/21 | CALCULATOR TAPE | ELECTRIC | ACCTS-RECORDS & COLLEC | 4.90 |
| | | | | TOTAL: | 48.53 |
| MN PEIP | 5/28/21 | HEALTH INS PREMIUM | GENERAL FUND | NON-DEPARTMENTAL | 165.00 |
| | 5/28/21 | HEALTH INS PREMIUM | GENERAL FUND | NON-DEPARTMENTAL | 6,569.99 |
| | 5/28/21 | HEALTH INS PREMIUM | GENERAL FUND | NON-DEPARTMENTAL | 6,588.95 |
| | 5/28/21 | MAY FOR JUNE INSURANCE | GENERAL FUND | NON-DEPARTMENTAL | 886.04 |
| | 5/28/21 | HEALTH INS PREM | GENERAL FUND | MAYOR AND COUNCIL | 357.55 |
| | 5/28/21 | HEALTH INS PREM | GENERAL FUND | MAYOR AND COUNCIL | 357.55 |
| | 5/28/21 | HEALTH INS PREM | GENERAL FUND | ADMINISTRATION | 795.47 |
| | 5/28/21 | HEALTH INS PREM | GENERAL FUND | ADMINISTRATION | 795.47 |
| | 5/28/21 | HEALTH INS PREM | GENERAL FUND | CLERK'S OFFICE | 660.01 |
| | 5/28/21 | HEALTH INS PREM | GENERAL FUND | CLERK'S OFFICE | 660.01 |
| | 5/28/21 | HEALTH INS PREM | GENERAL FUND | ACCOUNTING | 828.74 |
| | 5/28/21 | HEALTH INS PREM | GENERAL FUND | ACCOUNTING | 705.06 |
| | 5/28/21 | HEALTH INS PREM | GENERAL FUND | ENGINEERING ADMIN | 953.58 |
| | 5/28/21 | HEALTH INS PREM | GENERAL FUND | ENGINEERING ADMIN | 1,075.37 |
| | 5/28/21 | HEALTH INS PREM | GENERAL FUND | ECONOMIC DEVELOPMENT | 666.60 |
| | 5/28/21 | HEALTH INS PREM | GENERAL FUND | ECONOMIC DEVELOPMENT | 666.60 |
| | 5/28/21 | ODELL MAY FOR JUNE | GENERAL FUND | ECONOMIC DEVELOPMENT | 1,320.02 |
| | 5/28/21 | HEALTH INS PREM | GENERAL FUND | POLICE ADMINISTRATION | 14,198.02 |
| | 5/28/21 | HEALTH INS PREM | GENERAL FUND | POLICE ADMINISTRATION | 39.22 |
| | 5/28/21 | HEALTH INS PREM | GENERAL FUND | POLICE ADMINISTRATION | 14,146.33 |
| | 5/28/21 | HEALTH INS PREM | GENERAL FUND | POLICE ADMINISTRATION | 90.91 |
| | 5/28/21 | BOMGAARS MAY FOR JUNE | GENERAL FUND | POLICE ADMINISTRATION | 1,320.02 |
| | 5/28/21 | HEALTH INS PREM | GENERAL FUND | SECURITY CENTER | 2,401.36 |
| | 5/28/21 | HEALTH INS PREM | GENERAL FUND | SECURITY CENTER | 2,401.30 |
| | 5/28/21 | HEALTH INS PREM | GENERAL FUND | SECURITY CENTER | 2,710.40 |
| | 5/28/21 | HEALTH INS PREM | GENERAL FUND | SECURITY CENTER | 2,710.36 |
| | 5/28/21 | HEALTH INS PREM | GENERAL FUND | FIRE ADMINISTRATION | 25.32 |
| | 5/28/21 | HEALTH INS PREM | GENERAL FUND | FIRE ADMINISTRATION | 36.65 |
| | 5/28/21 | HEALTH INS PREM | GENERAL FUND | ANIMAL CONTROL ENFORCE | 77.26 |
| | 5/28/21 | HEALTH INS PREM | GENERAL FUND | ANIMAL CONTROL ENFORCE | 77.26 |
| | 5/28/21 | HEALTH INS PREM | GENERAL FUND | PAVED STREETS | 330.01 |
| | 5/28/21 | HEALTH INS PREM | GENERAL FUND | PAVED STREETS | 610.51 |
| | 5/28/21 | HEALTH INS PREM | GENERAL FUND | PUBLIC WORK SHOP | 49.50 |
| | 5/28/21 | HEALTH INS PREM | GENERAL FUND | TRASH PICKUP | 330.00 |
| | 5/28/21 | HEALTH INS PREM | GENERAL FUND | CODE ENFORCEMENT | 589.34 |
| | 5/28/21 | HEALTH INS PREM | GENERAL FUND | CODE ENFORCEMENT | 589.34 |
| | 5/28/21 | HEALTH INS PREMIUM | MEMORIAL AUDITORIU | NON-DEPARTMENTAL | 88.39 |
| | 5/28/21 | HEALTH INS PREMIUM | MEMORIAL AUDITORIU | NON-DEPARTMENTAL | 88.39 |
| | 5/28/21 | HEALTH INS PREM | MEMORIAL AUDITORIU | MEMORIAL AUDITORIUM | 353.57 |
| | 5/28/21 | HEALTH INS PREM | MEMORIAL AUDITORIU | MEMORIAL AUDITORIUM | 353.57 |
| | 5/28/21 | HEALTH INS PREMIUM | RECREATION | NON-DEPARTMENTAL | 353.97 |
| | 5/28/21 | HEALTH INS PREMIUM | RECREATION | NON-DEPARTMENTAL | 353.97 |
| | 5/28/21 | HEALTH INS PREM | RECREATION | PARK AREAS | 733.01 |
| | 5/28/21 | HEALTH INS PREM | RECREATION | PARK AREAS | 825.93 |
| | 5/28/21 | HEALTH INS PREM | RECREATION | TREE REMOVAL | 92.92 |
| | 5/28/21 | HEALTH INS PREMIUM | PIR/TRUNKS | NON-DEPARTMENTAL | 74.25 |
| | 5/28/21 | HEALTH INS PREMIUM | PIR/TRUNKS | NON-DEPARTMENTAL | 74.25 |
| | 5/28/21 | HEALTH INS PREM | PIR/TRUNKS | SP ASSESS-ADMIN ESCROW | 297.00 |
| | 5/28/21 | HEALTH INS PREM | PIR/TRUNKS | SP ASSESS-ADMIN ESCROW | 297.00 |
| | 5/28/21 | HEALTH INS PREMIUM | IMPROVEMENT CONST | NON-DEPARTMENTAL | 51.47 |

| VENDOR SORT KEY | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|---|
| | 5/28/21 | HEALTH INS PREMIUM | IMPROVEMENT CONST | NON-DEPARTMENTAL | 8.85 |
| | 5/28/21 | HEALTH INS PREM | IMPROVEMENT CONST | OXFORD STREET RECON | 8.25 |
| | 5/28/21 | HEALTH INS PREM | IMPROVEMENT CONST | RYANS RD-MCMILLAN TO 5 | 41.30 |
| | 5/28/21 | HEALTH INS PREM | IMPROVEMENT CONST | STERLING AVE PAVING | 4.13 |
| | 5/28/21 | HEALTH INS PREM | IMPROVEMENT CONST | CHERRYWOOD LN ST SURFA | 30.97 |
| | 5/28/21 | HEALTH INS PREM | IMPROVEMENT CONST | CHERRYWOOD LN ST SURFA | 8.25 |
| | 5/28/21 | HEALTH INS PREM | IMPROVEMENT CONST | ST SWR IMP CHERRYWD AD | 39.22 |
| | 5/28/21 | HEALTH INS PREM | IMPROVEMENT CONST | ST SWR IMP CHERRYWD AD | 20.65 |
| | 5/28/21 | HEALTH INS PREMIUM | WATER | NON-DEPARTMENTAL | 278.84 |
| | 5/28/21 | HEALTH INS PREMIUM | WATER | NON-DEPARTMENTAL | 245.97 |
| | 5/28/21 | HEALTH INS PREM | WATER | O-SOURCE WELLS & SPRNG | 13.58 |
| | 5/28/21 | HEALTH INS PREM | WATER | O-DISTR SUPER AND ENG | 660.01 |
| | 5/28/21 | HEALTH INS PREM | WATER | O-DISTR SUPER AND ENG | 660.01 |
| | 5/28/21 | HEALTH INS PREM | WATER | O-DISTR MISC | 17.68 |
| | 5/28/21 | HEALTH INS PREM | WATER | O-DISTR MISC | 17.68 |
| | 5/28/21 | HEALTH INS PREM | WATER | GENERAL ADMIN | 99.00 |
| | 5/28/21 | HEALTH INS PREM | WATER | GENERAL ADMIN | 90.86 |
| | 5/28/21 | HEALTH INS PREM | WATER | ADMIN OFFICE SUPPLIES | 3.39 |
| | 5/28/21 | HEALTH INS PREM | WATER | ACCTS-METER READING | 210.38 |
| | 5/28/21 | HEALTH INS PREM | WATER | ACCTS-METER READING | 132.00 |
| | 5/28/21 | HEALTH INS PREM | WATER | ACCTS-RECORDS & COLLEC | 121.10 |
| | 5/28/21 | HEALTH INS PREM | WATER | ACCTS-RECORDS & COLLEC | 121.10 |
| | 5/28/21 | HEALTH INS PREM | WATER | PROJECT #2 | 61.94 |
| | 5/28/21 | HEALTH INS PREM | WATER | PROJECT #2 | 30.97 |
| | 5/28/21 | HEALTH INS PREMIUM | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL | 194.74 |
| | 5/28/21 | HEALTH INS PREMIUM | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL | 212.44 |
| | 5/28/21 | HEALTH INS PREM | MUNICIPAL WASTEWAT | O-SOURCE SUPERVISION | 198.00 |
| | 5/28/21 | HEALTH INS PREM | MUNICIPAL WASTEWAT | O-SOURCE SUPERVISION | 198.00 |
| | 5/28/21 | HEALTH INS PREM | MUNICIPAL WASTEWAT | O-PURIFY SUPERVISION | 462.01 |
| | 5/28/21 | HEALTH INS PREM | MUNICIPAL WASTEWAT | O-PURIFY SUPERVISION | 462.01 |
| | 5/28/21 | HEALTH INS PREM | MUNICIPAL WASTEWAT | O-PURIFY MISC | 17.68 |
| | 5/28/21 | HEALTH INS PREM | MUNICIPAL WASTEWAT | O-PURIFY MISC | 17.68 |
| | 5/28/21 | HEALTH INS PREM | MUNICIPAL WASTEWAT | GENERAL ADMIN | 79.20 |
| | 5/28/21 | HEALTH INS PREM | MUNICIPAL WASTEWAT | GENERAL ADMIN | 72.69 |
| | 5/28/21 | HEALTH INS PREM | MUNICIPAL WASTEWAT | ADMIN OFFICE SUPPLIES | 3.39 |
| | 5/28/21 | HEALTH INS PREM | MUNICIPAL WASTEWAT | ACCT-RECORDS & COLLECT | 101.30 |
| | 5/28/21 | HEALTH INS PREM | MUNICIPAL WASTEWAT | ACCT-RECORDS & COLLECT | 101.30 |
| | 5/28/21 | HEALTH INS PREM | MUNICIPAL WASTEWAT | PROJECT #15 | 41.30 |
| | 5/28/21 | HEALTH INS PREMIUM | ELECTRIC | NON-DEPARTMENTAL | 790.03 |
| | 5/28/21 | HEALTH INS PREMIUM | ELECTRIC | NON-DEPARTMENTAL | 806.79 |
| | 5/28/21 | MAY FOR JUNE INSURANCE | ELECTRIC | NON-DEPARTMENTAL | 330.00 |
| | 5/28/21 | HEALTH INS PREM | ELECTRIC | O-DISTR UNDERGRND LINE | 264.00 |
| | 5/28/21 | HEALTH INS PREM | ELECTRIC | O-DISTR UNDERGRND LINE | 383.63 |
| | 5/28/21 | HEALTH INS PREM | ELECTRIC | O-DISTR MISC | 287.71 |
| | 5/28/21 | HEALTH INS PREM | ELECTRIC | O-DISTR MISC | 313.39 |
| | 5/28/21 | HEALTH INS PREM | ELECTRIC | M-CISTR SUPER & ENG | 54.02 |
| | 5/28/21 | HEALTH INS PREM | ELECTRIC | M-CISTR SUPER & ENG | 35.71 |
| | 5/28/21 | HEALTH INS PREM | ELECTRIC | M-DISTR UNDERGRND LINE | 421.73 |
| | 5/28/21 | HEALTH INS PREM | ELECTRIC | M-DISTR UNDERGRND LINE | 233.70 |
| | 5/28/21 | HEALTH INS PREM | ELECTRIC | M-DISTR ST LITE & SIG | 78.19 |
| | 5/28/21 | HEALTH INS PREM | ELECTRIC | GENERAL ADMIN | 481.81 |
| | 5/28/21 | HEALTH INS PREM | ELECTRIC | GENERAL ADMIN | 442.17 |
| | 5/28/21 | HEALTH INS PREM | ELECTRIC | ADMIN OFFICE SUPPLIES | 33.93 |
| | 5/28/21 | HEALTH INS PREM | ELECTRIC | ACCTS-METER READING | 132.00 |
| | 5/28/21 | HEALTH INS PREM | ELECTRIC | ACCTS-METER READING | 132.00 |
| | 5/28/21 | HEALTH INS PREM | ELECTRIC | ACCTS-RECORDS & COLLEC | 517.17 |

| VENDOR SORT KEY | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|---|
| | 5/28/21 | HEALTH INS PREM | ELECTRIC | ACCTS-RECORDS & COLLEC | 517.17 |
| | 5/28/21 | HEALTH INS PREM | ELECTRIC | ACCTS-ASSISTANCE | 176.78 |
| | 5/28/21 | HEALTH INS PREM | ELECTRIC | ACCTS-ASSISTANCE | 176.78 |
| | 5/28/21 | HEALTH INS PREM-BENTS ADJ | ELECTRIC | FA DISTR UNDRGRND COND | 475.56 |
| | 5/28/21 | HEALTH INS PREM-BENTS ADJ | ELECTRIC | FA DISTR UNDRGRND COND | 1,522.18 |
| | 5/28/21 | HEALTH INS PREM | ELECTRIC | FA DISTR UNDRGRND COND | 381.25 |
| | 5/28/21 | HEALTH INS PREM | ELECTRIC | FA DISTR UNDRGRND COND | 90.88 |
| | 5/28/21 | HEALTH INS PREM | ELECTRIC | FA DISTR ST LITE & SIG | 540.20 |
| | 5/28/21 | HEALTH INS PREM | ELECTRIC | FA DISTR ST LITE & SIG | 30.07 |
| | 5/28/21 | HEALTH INS PREM | ELECTRIC | FA DISTR METERS | 218.79 |
| | 5/28/21 | HEALTH INS PREM | ELECTRIC | FA DISTR METERS | 22.56 |
| | 5/28/21 | HEALTH INS PREMIUM | STORM WATER MANAGE | NON-DEPARTMENTAL | 17.70 |
| | 5/28/21 | HEALTH INS PREMIUM | STORM WATER MANAGE | NON-DEPARTMENTAL | 8.85 |
| | 5/28/21 | HEALTH INS PREM | STORM WATER MANAGE | PROJECT #28 | 41.30 |
| | 5/28/21 | HEALTH INS PREM | STORM WATER MANAGE | PROJECT #28 | 20.65 |
| | 5/28/21 | HEALTH INS PREMIUM | LIQUOR | NON-DEPARTMENTAL | 341.78 |
| | 5/28/21 | HEALTH INS PREMIUM | LIQUOR | NON-DEPARTMENTAL | 341.78 |
| | 5/28/21 | HEALTH INS PREM | LIQUOR | O-GEN MISC | 1,676.20 |
| | 5/28/21 | HEALTH INS PREM | LIQUOR | O-GEN MISC | 1,676.20 |
| | 5/28/21 | HEALTH INS PREMIUM | DATA PROCESSING | NON-DEPARTMENTAL | 152.31 |
| | 5/28/21 | HEALTH INS PREMIUM | DATA PROCESSING | NON-DEPARTMENTAL | 183.23 |
| | 5/28/21 | MAY FOR JUNE INSURANCE | DATA PROCESSING | NON-DEPARTMENTAL | 295.84 |
| | 5/28/21 | HEALTH INS PREM | DATA PROCESSING | DATA PROCESSING | 1,244.84 |
| | 5/28/21 | HEALTH INS PREM | DATA PROCESSING | DATA PROCESSING | 1,368.52 |
| | 5/28/21 | ODELL MAY FOR JUNE | HEALTH INS PLAN (T | NON-DEPARTMENTAL | 330.00 |
| | 5/28/21 | BOMGAARS MAY FOR JUNE | HEALTH INS PLAN (T | NON-DEPARTMENTAL | 330.00 |
| | | | | TOTAL: | 93,830.08 |
| SECURE BENEFITS SYSTEMS CORP | 5/28/21 | ADMIN FEE | GENERAL FUND | NON-DEPARTMENTAL | 49.16 |
| | 5/28/21 | ADMIN FEE | GENERAL FUND | NON-DEPARTMENTAL | 49.33 |
| | 5/28/21 | CHILD CARE | GENERAL FUND | NON-DEPARTMENTAL | 1,527.91 |
| | 5/28/21 | CHILD CARE | GENERAL FUND | NON-DEPARTMENTAL | 1,527.91 |
| | 5/28/21 | UNREIMBURSED MEDICAL | GENERAL FUND | NON-DEPARTMENTAL | 1,223.31 |
| | 5/28/21 | UNREIMBURSED MEDICAL | GENERAL FUND | NON-DEPARTMENTAL | 1,232.44 |
| | 5/28/21 | MONTHLY ADMIN FEE-MAY | GENERAL FUND | OTHER GEN GOVT MISC | 20.00 |
| | 5/28/21 | ADMIN FEE | RECREATION | NON-DEPARTMENTAL | 3.74 |
| | 5/28/21 | ADMIN FEE | RECREATION | NON-DEPARTMENTAL | 3.46 |
| | 5/28/21 | UNREIMBURSED MEDICAL | RECREATION | NON-DEPARTMENTAL | 193.88 |
| | 5/28/21 | UNREIMBURSED MEDICAL | RECREATION | NON-DEPARTMENTAL | 176.95 |
| | 5/28/21 | ADMIN FEE | IMPROVEMENT CONST | NON-DEPARTMENTAL | 0.34 |
| | 5/28/21 | ADMIN FEE | IMPROVEMENT CONST | NON-DEPARTMENTAL | 0.06 |
| | 5/28/21 | UNREIMBURSED MEDICAL | IMPROVEMENT CONST | NON-DEPARTMENTAL | 13.02 |
| | 5/28/21 | UNREIMBURSED MEDICAL | IMPROVEMENT CONST | NON-DEPARTMENTAL | 2.60 |
| | 5/28/21 | ADMIN FEE | WATER | NON-DEPARTMENTAL | 5.27 |
| | 5/28/21 | ADMIN FEE | WATER | NON-DEPARTMENTAL | 5.18 |
| | 5/28/21 | CHILD CARE | WATER | NON-DEPARTMENTAL | 552.08 |
| | 5/28/21 | CHILD CARE | WATER | NON-DEPARTMENTAL | 552.08 |
| | 5/28/21 | UNREIMBURSED MEDICAL | WATER | NON-DEPARTMENTAL | 184.31 |
| | 5/28/21 | UNREIMBURSED MEDICAL | WATER | NON-DEPARTMENTAL | 180.41 |
| | 5/28/21 | ADMIN FEE | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL | 14.02 |
| | 5/28/21 | ADMIN FEE | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL | 14.13 |
| | 5/28/21 | CHILD CARE | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL | 697.92 |
| | 5/28/21 | CHILD CARE | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL | 697.92 |
| | 5/28/21 | UNREIMBURSED MEDICAL | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL | 370.05 |
| | 5/28/21 | UNREIMBURSED MEDICAL | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL | 375.26 |
| | 5/28/21 | ADMIN FEE | ELECTRIC | NON-DEPARTMENTAL | 5.63 |

| VENDOR SORT KEY | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|---|
| | 5/28/21 | ADMIN FEE | ELECTRIC | NON-DEPARTMENTAL | 5.63 |
| | 5/28/21 | CHILD CARE | ELECTRIC | NON-DEPARTMENTAL | 208.33 |
| | 5/28/21 | CHILD CARE | ELECTRIC | NON-DEPARTMENTAL | 208.33 |
| | 5/28/21 | UNREIMBURSED MEDICAL | ELECTRIC | NON-DEPARTMENTAL | 177.60 |
| | 5/28/21 | UNREIMBURSED MEDICAL | ELECTRIC | NON-DEPARTMENTAL | 177.60 |
| | 5/28/21 | ADMIN FEE | STORM WATER MANAGE | NON-DEPARTMENTAL | 0.11 |
| | 5/28/21 | ADMIN FEE | STORM WATER MANAGE | NON-DEPARTMENTAL | 0.06 |
| | 5/28/21 | UNREIMBURSED MEDICAL | STORM WATER MANAGE | NON-DEPARTMENTAL | 5.21 |
| | 5/28/21 | UNREIMBURSED MEDICAL | STORM WATER MANAGE | NON-DEPARTMENTAL | 2.60 |
| | 5/28/21 | ADMIN FEE | LIQUOR | NON-DEPARTMENTAL | 6.75 |
| | 5/28/21 | ADMIN FEE | LIQUOR | NON-DEPARTMENTAL | 6.75 |
| | 5/28/21 | UNREIMBURSED MEDICAL | LIQUOR | NON-DEPARTMENTAL | 137.14 |
| | 5/28/21 | UNREIMBURSED MEDICAL | LIQUOR | NON-DEPARTMENTAL | 137.14 |
| | 5/28/21 | ADMIN FEE | DATA PROCESSING | NON-DEPARTMENTAL | 2.73 |
| | 5/28/21 | ADMIN FEE | DATA PROCESSING | NON-DEPARTMENTAL | 3.15 |
| | 5/28/21 | UNREIMBURSED MEDICAL | DATA PROCESSING | NON-DEPARTMENTAL | 106.14 |
| | 5/28/21 | UNREIMBURSED MEDICAL | DATA PROCESSING | NON-DEPARTMENTAL | 125.66 |
| | | | | TOTAL: | 10,989.30 |
| STUART C IRBY CO | 5/28/21 | METER SOCKETS | ELECTRIC | FA DISTR METERS | 1,153.86 |
| | | | | TOTAL: | 1,153.86 |
| UNITED PARCEL SERVICE INC | 5/28/21 | UPS INTERNET SHIPPING CHAR | ELECTRIC | O-DISTR MISC | 52.85 |
| | | | | TOTAL: | 52.85 |
| VIVIAL INC. | 5/28/21 | FRONTIER DIRECTORY AD | GENERAL FUND | ADMINISTRATION | 122.80 |
| | 5/28/21 | FRONTIER DIRECTORY | ELECTRIC | ACCTS-RECORDS & COLLEC | 166.45 |
| | | | | TOTAL: | 289.25 |
| WORTHINGTON AREA UNITED WAY | 5/28/21 | PAYROLL WITHHOLDING | GENERAL FUND | NON-DEPARTMENTAL | 32.77 |
| | 5/28/21 | PAYROLL WITHHOLDING | GENERAL FUND | NON-DEPARTMENTAL | 27.76 |
| | 5/28/21 | PAYROLL WITHHOLDING | RECREATION | NON-DEPARTMENTAL | 0.38 |
| | 5/28/21 | PAYROLL WITHHOLDING | WATER | NON-DEPARTMENTAL | 0.75 |
| | 5/28/21 | PAYROLL WITHHOLDING | WATER | NON-DEPARTMENTAL | 0.75 |
| | 5/28/21 | PAYROLL WITHHOLDING | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL | 0.60 |
| | 5/28/21 | PAYROLL WITHHOLDING | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL | 0.60 |
| | 5/28/21 | PAYROLL WITHHOLDING | ELECTRIC | NON-DEPARTMENTAL | 3.65 |
| | 5/28/21 | PAYROLL WITHHOLDING | ELECTRIC | NON-DEPARTMENTAL | 3.65 |
| | 5/28/21 | PAYROLL WITHHOLDING | STORM WATER MANAGE | NON-DEPARTMENTAL | 2.25 |
| | 5/28/21 | PAYROLL WITHHOLDING | STORM WATER MANAGE | NON-DEPARTMENTAL | 4.13 |
| | 5/28/21 | PAYROLL WITHHOLDING | AIRPORT | NON-DEPARTMENTAL | 2.00 |
| | 5/28/21 | PAYROLL WITHHOLDING | AIRPORT | NON-DEPARTMENTAL | 2.13 |
| | 5/28/21 | PAYROLL WITHHOLDING | DATA PROCESSING | NON-DEPARTMENTAL | 7.98 |
| | 5/28/21 | PAYROLL WITHHOLDING | DATA PROCESSING | NON-DEPARTMENTAL | 10.60 |
| | | | | TOTAL: | 100.00 |
| WORTHINGTON PRINTING CO INC | 5/28/21 | LETTERHEAD | WATER | ACCTS-RECORDS & COLLEC | 102.00 |
| | 5/28/21 | LETTERHEAD | MUNICIPAL WASTEWAT | ACCT-RECORDS & COLLECT | 101.99 |
| | 5/28/21 | LETTERHEAD | ELECTRIC | ACCTS-RECORDS & COLLEC | 203.99 |
| | | | | TOTAL: | 407.98 |
| YMCA | 5/28/21 | 2021 CONTRACT PAYMENT-MAY | RECREATION | RECREATION PROGRAMS | 4,635.00 |
| | | | | TOTAL: | 4,635.00 |

VENDOR SORT KEY DATE DESCRIPTION FUND DEPARTMENT AMOUNT_

| | | |
|---|---|---|
| ========== FUND TOTALS ========== | | |
| 101 | GENERAL FUND | 75,733.92 |
| 202 | MEMORIAL AUDITORIUM | 1,118.09 |
| 229 | RECREATION | 7,855.35 |
| 231 | ECONOMIC DEV AUTHORITY | 111.45 |
| 232 | WGTN EDA | 350.00 |
| 321 | PIR/TRUNKS | 749.70 |
| 401 | IMPROVEMENT CONST | 276.47 |
| 601 | WATER | 13,366.85 |
| 602 | MUNICIPAL WASTEWATER | 18,575.55 |
| 604 | ELECTRIC | 23,567.08 |
| 606 | STORM WATER MANAGEMENT | 157.60 |
| 609 | LIQUOR | 4,608.82 |
| 612 | AIRPORT | 1,050.68 |
| 702 | DATA PROCESSING | 3,640.49 |
| 705 | HEALTH INS PLAN (TPA) | 660.00 |
| 873 | GARBAGE COLLECTION | 36.34 |
| | GRAND TOTAL: | 151,858.39 |

TOTAL PAGES: 9

PACKET: 03974 LINCOLN DUE 6/1/21
VENDOR SET: 01 CITY OF WORTHINGTON *** DRAFT/OTHER LISTING ***
BANK: 1 WELLS FARGO-CITY

| VENDOR | I.D. | NAME | ITEM TYPE | PAID DATE | DISCOUNT | AMOUNT | ITEM NO# | ITEM AMOUNT |
|---|---|---|---|---|---|---|---|---|
| J00036 | | LINCOLN FINANCIAL GROUP | D | 6/01/2021 | | | 001452 | 4,077.31 |

| * * B A N K T O T A L S * * | NO# | DISCOUNTS | CHECK AMT | TOTAL APPLIED |
|---|---|---|---|---|
| REGULAR CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| HANDWRITTEN CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| PRE-WRITE CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| DRAFTS: | 1 | 0.00 | 4,077.31 | 4,077.31 |
| VOID CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| NON CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| CORRECTIONS: | 0 | 0.00 | 0.00 | 0.00 |
| BANK TOTALS: | 1 | 0.00 | 4,077.31 | 4,077.31 |

| VENDOR SORT KEY | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|---|
| ACE TOWING INC | 6/11/21 | TOW AERIAL FIRE TRUCK | GENERAL FUND | FIRE ADMINISTRATION | 937.50 |
| | | | | TOTAL: | 937.50 |
| AMAZING SPACE | 6/11/21 | BATHROOM FLOORING-PLAZA | RECREATION | 10TH STREET PAVILION | 1,450.00 |
| | | | | TOTAL: | 1,450.00 |
| AMERICAN BOTTLING COMPANY | 6/11/21 | MIX | LIQUOR | NON-DEPARTMENTAL | 117.44 |
| | 6/11/21 | MIX | LIQUOR | NON-DEPARTMENTAL | 166.44 |
| | | | | TOTAL: | 283.88 |
| AMERICAN ENGINEERING TESTING INC | 6/11/21 | CHAUTAUQUA PARK PLAYGROUND | RECREATION | PARK AREAS | 550.00 |
| | | | | TOTAL: | 550.00 |
| ANDERSON ALIGNMENT | 6/11/21 | #20-24 TIRES | GENERAL FUND | POLICE ADMINISTRATION | 553.92 |
| | 6/11/21 | #20-24 TIRES | GENERAL FUND | POLICE ADMINISTRATION | 178.75 |
| | 6/11/21 | ROLLER DIAGNOSTIC/REPAIR | GENERAL FUND | PAVED STREETS | 8.27 |
| | 6/11/21 | ROLLER DIAGNOSTIC/REPAIR | GENERAL FUND | PAVED STREETS | 338.25 |
| | 6/11/21 | #434 OIL CHANGE | GENERAL FUND | PAVED STREETS | 25.50 |
| | 6/11/21 | #434 OIL CHANGE | GENERAL FUND | PAVED STREETS | 9.56 |
| | 6/11/21 | #434 OIL CHANGE | GENERAL FUND | PAVED STREETS | 10.00 |
| | 6/11/21 | #402 OIL CHANGE, AIR FILTE | GENERAL FUND | PAVED STREETS | 45.00 |
| | 6/11/21 | #402 OIL CHANGE, AIR FILTE | GENERAL FUND | PAVED STREETS | 102.97 |
| | 6/11/21 | #402 OIL CHANGE, AIR FILTE | GENERAL FUND | PAVED STREETS | 10.00 |
| | | | | TOTAL: | 1,282.22 |
| ARAMARK | 6/11/21 | 4 WEEK TOWEL SERVICE DELIV | MUNICIPAL WASTEWAT | O-PURIFY MISC | 120.38 |
| | | | | TOTAL: | 120.38 |
| ARCTIC GLACIER USA INC | 6/11/21 | 410.90 | LIQUOR | NON-DEPARTMENTAL | 410.90 |
| | 6/11/21 | MIX | LIQUOR | NON-DEPARTMENTAL | 182.15 |
| | 6/11/21 | MIX | LIQUOR | NON-DEPARTMENTAL | 81.20 |
| | 6/11/21 | MIX | LIQUOR | NON-DEPARTMENTAL | 161.70 |
| | 6/11/21 | MIX | LIQUOR | NON-DEPARTMENTAL | 175.85 |
| | 6/11/21 | MIX | LIQUOR | NON-DEPARTMENTAL | 218.20 |
| | 6/11/21 | FREIGHT | LIQUOR | O-SOURCE MISC | 7.50 |
| | 6/11/21 | FREIGHT | LIQUOR | O-SOURCE MISC | 7.50 |
| | 6/11/21 | FREIGHT | LIQUOR | O-SOURCE MISC | 7.50 |
| | | | | TOTAL: | 1,252.50 |
| ARTISAN BEER COMPANY | 6/11/21 | BEER | LIQUOR | NON-DEPARTMENTAL | 466.35 |
| | 6/11/21 | BEER | LIQUOR | NON-DEPARTMENTAL | 353.30 |
| | 6/11/21 | BEER | LIQUOR | NON-DEPARTMENTAL | 159.50 |
| | | | | TOTAL: | 979.15 |
| ATLANTIC BOTTLING COMPANY | 6/11/21 | MIX | LIQUOR | NON-DEPARTMENTAL | 10.68- |
| | 6/11/21 | MIX | LIQUOR | NON-DEPARTMENTAL | 429.76 |
| | | | | TOTAL: | 419.08 |
| BAHRS SMALL ENGINE | 6/11/21 | WEEDEATER HEADS | RECREATION | PARK AREAS | 131.91 |
| | | | | TOTAL: | 131.91 |
| BAN-KOE SYSTEMS INC | 6/11/21 | ANNUAL FIRE ALARM INSPECTI | GENERAL FUND | FIRE ADMINISTRATION | 2,364.00 |
| | | | | TOTAL: | 2,364.00 |
| BELLBOY CORPORATION | 6/11/21 | MIX | LIQUOR | NON-DEPARTMENTAL | 413.00 |
| | 6/11/21 | MIX | LIQUOR | NON-DEPARTMENTAL | 34.25- |

| VENDOR SORT KEY | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|---|
| | 6/11/21 | MIX | LIQUOR | NON-DEPARTMENTAL | 414.00 |
| | 6/11/21 | LIQUOR | LIQUOR | NON-DEPARTMENTAL | 8,438.68 |
| | 6/11/21 | FREIGHT | LIQUOR | O-SOURCE MISC | 6.28 |
| | 6/11/21 | FREIGHT | LIQUOR | O-SOURCE MISC | 131.52 |
| | 6/11/21 | FREIGHT | LIQUOR | O-SOURCE MISC | 1.36 |
| | 6/11/21 | SUPPLIES | LIQUOR | O-GEN MISC | 79.00 |
| | | | | TOTAL: | 9,449.59 |
| BELTLINE AUTOMOTIVE LLC | 6/11/21 | #20-24 BRAKE ROTORS/PADS & | GENERAL FUND | POLICE ADMINISTRATION | 480.56 |
| | 6/11/21 | #20-24 BRAKE ROTORS/PADS & | GENERAL FUND | POLICE ADMINISTRATION | 652.55 |
| | 6/11/21 | #13-33 WHEEL HUB ASSEMBLY | GENERAL FUND | POLICE ADMINISTRATION | 1,344.11 |
| | 6/11/21 | #13-33 WHEEL HUB ASSEMBLY | GENERAL FUND | POLICE ADMINISTRATION | 596.90 |
| | 6/11/21 | #17-28 CONTROL ARM, SWAY B | GENERAL FUND | POLICE ADMINISTRATION | 533.77 |
| | 6/11/21 | #17-28 CONTROL ARM, SWAY B | GENERAL FUND | POLICE ADMINISTRATION | 780.66 |
| | 6/11/21 | #20-32 BRAKE ROTOR & PADS | GENERAL FUND | POLICE ADMINISTRATION | 490.25 |
| | 6/11/21 | #20-32 BRAKE ROTOR & PADS | GENERAL FUND | POLICE ADMINISTRATION | 179.07 |
| | 6/11/21 | #17-31 OIL CHANGE | GENERAL FUND | POLICE ADMINISTRATION | 33.24 |
| | 6/11/21 | #17-31 OIL CHANGE | GENERAL FUND | POLICE ADMINISTRATION | 6.50 |
| | 6/11/21 | SERVICE #104 | ELECTRIC | O-DISTR SUPER & ENG | 44.86 |
| | 6/11/21 | SERVICE #106 | ELECTRIC | O-DISTR SUPER & ENG | 44.80 |
| | 6/11/21 | SERVICE #105 | ELECTRIC | O-DISTR SUPER & ENG | 37.93 |
| | 6/11/21 | SERVICE #103 | ELECTRIC | O-DISTR SUPER & ENG | 60.24 |
| | | | | TOTAL: | 5,285.44 |
| BENTS TRUCKING | 6/11/21 | BEACH NOOK-CONCRETE SAND | RECREATION | SWIMMING BEACHES | 1,770.65 |
| | | | | TOTAL: | 1,770.65 |
| BEVERAGE WHOLESALERS INC | 6/11/21 | BEER | LIQUOR | NON-DEPARTMENTAL | 13,854.70 |
| | 6/11/21 | LIQUOR | LIQUOR | NON-DEPARTMENTAL | 180.00 |
| | 6/11/21 | BEER | LIQUOR | NON-DEPARTMENTAL | 15,150.35 |
| | 6/11/21 | BEER | LIQUOR | NON-DEPARTMENTAL | 16,085.85 |
| | 6/11/21 | BEER | LIQUOR | NON-DEPARTMENTAL | 7,168.50 |
| | 6/11/21 | BEER | LIQUOR | NON-DEPARTMENTAL | 4,434.80 |
| | 6/11/21 | BEER | LIQUOR | NON-DEPARTMENTAL | 10,206.50 |
| | 6/11/21 | MIX | LIQUOR | NON-DEPARTMENTAL | 53.50- |
| | | | | TOTAL: | 67,027.20 |
| BLUEGLOBES LLC | 6/11/21 | LIGHTS | AIRPORT | O-GEN MISC | 1,332.77 |
| | | | | TOTAL: | 1,332.77 |
| BOLTON & MENK INC | 6/11/21 | NORTH INDUSTRIAL/COMMERCIA | GENERAL FUND | ECONOMIC DEVELOPMENT | 1,639.50 |
| | 6/11/21 | DUGDALE RESIDENTIAL | ECONOMIC DEV AUTHO | MISC HOUSING DEVELOPME | 4,787.15 |
| | 6/11/21 | DUGDALE RESIDENTIAL | IMPROVEMENT CONST | GLENWOOD HGTS II ST SU | 500.15 |
| | 6/11/21 | CECILEE STREET EXTENSION | IMPROVEMENT CONST | CECILEE STREET EXTENSI | 5,507.68 |
| | 6/11/21 | DUGDALE RESIDENTIAL | IMPROVEMENT CONST | GLENWOOD HGTS II ST SW | 1,857.70 |
| | 6/11/21 | INTERMEDIATE SCHOOL EXTENS | IMPROVEMENT CONST | ST SWR IMP CHERRYWD AD | 3,906.50 |
| | 6/11/21 | CHERRYWOOD STORM SEWER | IMPROVEMENT CONST | N CRAILSHEIM WATER 20 | 912.50 |
| | 6/11/21 | MS4 PERMIT ASSISTANCE | STORM WATER MANAGE | STORM DRAINAGE | 3,763.50 |
| | | | | TOTAL: | 22,874.68 |
| BORDER STATES ELECTRIC SUPPLY | 6/11/21 | FREIGHT | GENERAL FUND | ENGINEERING ADMIN | 30.53 |
| | 6/11/21 | FREIGHT | GENERAL FUND | ENGINEERING ADMIN | 30.53- |
| | 6/11/21 | HOMEWOOD HILLS | IMPROVEMENT CONST | 2019 HOMEWOOD HILLS ST | 27.92 |
| | 6/11/21 | CONC. STORM RESTORATION | WATER | PROJECT #2 | 34.90 |
| | 6/11/21 | SUPPLIES FOR 2021 PROJECTS | ELECTRIC | FA DISTR UNDRGRND COND | 1,429.09 |
| | 6/11/21 | CONC. STORM RESTORATION | STORM WATER MANAGE | PROJECT #28 | 20.94 |

| VENDOR SORT KEY | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|---|
| | | | | TOTAL: | 1,512.85 |
| ANDREW BRAUN | 6/11/21 | MOWING-509 STRAIT, 809 MIL | GENERAL FUND | CODE ENFORCEMENT | 70.00 |
| | | | | TOTAL: | 70.00 |
| BRAUN INTERTEC CORP | 6/11/21 | FIELD HOUSE RENOVATION | RECREATION | FIELD HOUSE | 1,410.00 |
| | | | | TOTAL: | 1,410.00 |
| BREAKTHRU BEVERAGE MINNESOTA BEER LLC | 6/11/21 | WINE | LIQUOR | NON-DEPARTMENTAL | 712.00 |
| | 6/11/21 | BEER | LIQUOR | NON-DEPARTMENTAL | 232.00 |
| | 6/11/21 | LIQUOR | LIQUOR | NON-DEPARTMENTAL | 2,221.86 |
| | 6/11/21 | LIQUOR | LIQUOR | NON-DEPARTMENTAL | 7,551.16 |
| | 6/11/21 | MIX | LIQUOR | NON-DEPARTMENTAL | 208.63 |
| | 6/11/21 | BEER | LIQUOR | NON-DEPARTMENTAL | 296.00 |
| | 6/11/21 | WINE | LIQUOR | NON-DEPARTMENTAL | 208.00 |
| | 6/11/21 | BEER | LIQUOR | NON-DEPARTMENTAL | 21.50 |
| | 6/11/21 | MIX | LIQUOR | NON-DEPARTMENTAL | 160.58 |
| | 6/11/21 | LIQUOR | LIQUOR | NON-DEPARTMENTAL | 3,057.17 |
| | 6/11/21 | BEER | LIQUOR | NON-DEPARTMENTAL | 29.50- |
| | 6/11/21 | LIQUOR | LIQUOR | NON-DEPARTMENTAL | 111.95- |
| | 6/11/21 | LIQUOR | LIQUOR | NON-DEPARTMENTAL | 22.73- |
| | 6/11/21 | MIX | LIQUOR | NON-DEPARTMENTAL | 24.08- |
| | 6/11/21 | MIX | LIQUOR | NON-DEPARTMENTAL | 84.30- |
| | 6/11/21 | LIQUOR | LIQUOR | NON-DEPARTMENTAL | 171.37- |
| | 6/11/21 | BEER | LIQUOR | NON-DEPARTMENTAL | 32.00- |
| | 6/11/21 | FREIGHT | LIQUOR | O-SOURCE MISC | 14.80 |
| | 6/11/21 | FREIGHT | LIQUOR | O-SOURCE MISC | 23.20 |
| | 6/11/21 | LIQUOR | LIQUOR | O-SOURCE MISC | 107.76 |
| | 6/11/21 | FREIGHT | LIQUOR | O-SOURCE MISC | 12.95 |
| | 6/11/21 | FREIGHT | LIQUOR | O-SOURCE MISC | 9.25 |
| | 6/11/21 | FREIGHT | LIQUOR | O-SOURCE MISC | 1.85- |
| | 6/11/21 | FREIGHT | LIQUOR | O-SOURCE MISC | 1.85- |
| | 6/11/21 | FREIGHT | LIQUOR | O-SOURCE MISC | 1.85- |
| | 6/11/21 | MIX | LIQUOR | O-SOURCE MISC | 5.55- |
| | 6/11/21 | FREIGHT | LIQUOR | O-SOURCE MISC | 2.62- |
| | 6/11/21 | FREIGHT | LIQUOR | O-GEN MISC | 9.25 |
| | 6/11/21 | FREIGHT | LIQUOR | O-GEN MISC | 55.96 |
| | | | | TOTAL: | 14,412.42 |
| BROUILLET DANIEL | 6/11/21 | GAS FOR SQUAD TRANSPORT | GENERAL FUND | FIRE ADMINISTRATION | 20.00 |
| | | | | TOTAL: | 20.00 |
| BUFFALO RIDGE CONCRETE INC | 6/11/21 | BENCHES, TRASH CANS | RECREATION | PARK AREAS | 570.00 |
| | 6/11/21 | PARK CEMENT | RECREATION | PARK AREAS | 210.00 |
| | 6/11/21 | CEMENT | STORM WATER MANAGE | STORM DRAINAGE | 150.00 |
| | | | | TOTAL: | 930.00 |
| MICHAEL J. BURNS | 6/11/21 | ROOF ACCESS DOOR | MEMORIAL AUDITORIU | MEMORIAL AUDITORIUM | 50.00 |
| | 6/11/21 | SERVICE LOCK@ WWTP, ALUM B | MUNICIPAL WASTEWAT | M-PURIFY EQUIPMENT | 50.00 |
| | | | | TOTAL: | 100.00 |
| C&S CHEMICALS INC | 6/11/21 | 4,600 GALLONS ALUM | MUNICIPAL WASTEWAT | O-PURIFY MISC | 5,359.00 |
| | | | | TOTAL: | 5,359.00 |
| CAMPSPOT | 6/11/21 | ONLINE RESERVATION FEE | RECREATION | OLSON PARK CAMPGROUND | 178.00 |
| | 6/11/21 | BOOKING FEE | RECREATION | OLSON PARK CAMPGROUND | 272.00 |

| VENDOR SORT KEY | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|---|
| | | | | TOTAL: | 450.00 |
| CAPITAL ONE | 6/11/21 | SQUAD CLEANING SUPPLIES | GENERAL FUND | POLICE ADMINISTRATION | 57.24 |
| | 6/11/21 | CHAIR, GAMES, CLEANING SUP | GENERAL FUND | CENTER FOR ACTIVE LIVI | 42.53 |
| | 6/11/21 | CHAIR, GAMES, CLEANING SUP | GENERAL FUND | CENTER FOR ACTIVE LIVI | 4.54 |
| | 6/11/21 | CHAIR, GAMES, CLEANING SUP | GENERAL FUND | CENTER FOR ACTIVE LIVI | 12.93 |
| | | | | TOTAL: | 117.24 |
| CHAMBER OF COMMERCE | 6/11/21 | LODGING TAX-APRIL | GENERAL FUND | LODGING TAX/TOURISM | 14,133.88 |
| | | | | TOTAL: | 14,133.88 |
| CLAIR VAN GROUW CONSTRUCTION INC | 6/11/21 | CHAUTAUQUA PART IMPROVEMEN | RECREATION | NON-DEPARTMENTAL | 1,323.21- |
| | 6/11/21 | CHAUTAUQUA PART IMPROVEMEN | RECREATION | PARK AREAS | 26,464.22 |
| | | | | TOTAL: | 25,141.01 |
| CLARKE ENVIRONMENTAL MOSQUITO MANAGEME | 6/11/21 | MOSQUITO SPRAYING | GENERAL FUND | PAVED STREETS | 3,250.00 |
| | | | | TOTAL: | 3,250.00 |
| COAST TO COAST SOLUTIONS | 6/11/21 | STICKERS | GENERAL FUND | POLICE ADMINISTRATION | 197.10 |
| | 6/11/21 | PENCILS | GENERAL FUND | POLICE ADMINISTRATION | 365.82 |
| | | | | TOTAL: | 562.92 |
| COMPUTER LODGE LLC | 6/11/21 | TECH SUPPORT-CLEAN UP COMP | GENERAL FUND | CENTER FOR ACTIVE LIVI | 227.50 |
| | | | | TOTAL: | 227.50 |
| COOPERATIVE ENERGY COMPANY 02642198 | 6/11/21 | FUEL | GENERAL FUND | FIRE ADMINISTRATION | 32.40 |
| | | | | TOTAL: | 32.40 |
| COOPERATIVE ENERGY CO- ACCT # 5910807 | 6/11/21 | SMALL ENGINE GAS | GENERAL FUND | PAVED STREETS | 15.73 |
| | 6/11/21 | MOWER FUEL | RECREATION | BALLFIELD MAINTENANCE | 33.54 |
| | 6/11/21 | MOWER FUEL | RECREATION | BALLFIELD MAINTENANCE | 44.85 |
| | 6/11/21 | OIL-MOWERS | RECREATION | PARK AREAS | 155.40 |
| | 6/11/21 | FUEL | RECREATION | PARK AREAS | 16.08 |
| | 6/11/21 | GAS-WEEDEATERS | RECREATION | PARK AREAS | 8.25 |
| | | | | TOTAL: | 273.85 |
| CORE & MAIN LP | 6/11/21 | 2021GATE VALVE | IMPROVEMENT CONST | ST SWR IMP CHERRYWD AD | 6,193.24 |
| | 6/11/21 | 2021GATE VALVE | WATER | O-DIST UNDERGRND LINES | 1,964.98 |
| | 6/11/21 | 2021GATE VALVE | WATER | PROJECT #11 | 5,013.76 |
| | | | | TOTAL: | 13,171.98 |
| JUDY SPENCER | 6/11/21 | UNIFORM SHIRTS | LIQUOR | O-GEN MISC | 643.40 |
| | | | | TOTAL: | 643.40 |
| CULLIGAN OF WORTHINGTON | 6/11/21 | MONTHLY SERVICE | GENERAL FUND | GENERAL GOVT BUILDINGS | 61.95 |
| | 6/11/21 | MONTHLY SERVICE | GENERAL FUND | SECURITY CENTER | 29.75 |
| | 6/11/21 | MONTHLY SERVICE | GENERAL FUND | SECURITY CENTER | 29.75 |
| | 6/11/21 | MONTHLY SERVICE | GENERAL FUND | PAVED STREETS | 16.25 |
| | 6/11/21 | MONTHLY SERVICE | MEMORIAL AUDITORIU | MEMORIAL AUDITORIUM | 26.00 |
| | 6/11/21 | MONTHLY SERVICE | RECREATION | PARK AREAS | 16.25 |
| | 6/11/21 | MONTHLY SERVICE | WATER | O-DISTR MISC | 7.00 |
| | 6/11/21 | MONTHLY SERVICE | MUNICIPAL WASTEWAT | O-SOURCE MAINS & LIFTS | 20.00 |
| | 6/11/21 | DRINKING FOUNTAIN REPAIR P | MUNICIPAL WASTEWAT | O-PURIFY LABORATORY | 6.95 |
| | 6/11/21 | MONTHLY SERVICE | ELECTRIC | ACCTS-RECORDS & COLLEC | 38.89 |
| | | | | TOTAL: | 252.79 |

| VENDOR SORT KEY | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|---|
| DACOTAH PAPER CO | 6/11/21 | GROC BAGS, MULTI PURP CLEA | LIQUOR | O-GEN MISC | 595.50 |
| | 6/11/21 | BATHROOM FLOOR MATS, BAGS | LIQUOR | O-GEN MISC | 484.71 |
| | 6/11/21 | FACE MASKS | LIQUOR | O-GEN MISC | 26.44 |
| | | | | TOTAL: | 1,106.65 |
| DAKOTA SUPPLY GROUP INC | 6/11/21 | INTER. SCHOOL WATER/CECILE | IMPROVEMENT CONST | ST SWR IMP CHERRYWD AD | 2,406.12 |
| | 6/11/21 | INTER. SCHOOL WATER/CECILE | WATER | PROJECT #11 | 4,812.24 |
| | | | | TOTAL: | 7,218.36 |
| DIAMOND VOGEL PAINT | 6/11/21 | COUNCIL CHAMBERS PAINT | GENERAL FUND | GENERAL GOVT BUILDINGS | 119.95 |
| | 6/11/21 | COUNCIL CHAMBERS PAINT | GENERAL FUND | GENERAL GOVT BUILDINGS | 53.50 |
| | 6/11/21 | PAINTING SUPPLIES | GENERAL FUND | SIGNS AND SIGNALS | 89.15 |
| | 6/11/21 | PAINTING SUPPLIES | GENERAL FUND | SIGNS AND SIGNALS | 177.10 |
| | 6/11/21 | FIELD PAINT | RECREATION | BALLFIELD MAINTENANCE | 110.64 |
| | | | | TOTAL: | 550.34 |
| DK BUILDINGS, LLC | 6/11/21 | 10TH STREET PLAZA | RECREATION | NON-DEPARTMENTAL | 7,725.00- |
| | 6/11/21 | 10TH STREET PLAZA | RECREATION | 10TH STREET PAVILION | 154,500.00 |
| | | | | TOTAL: | 146,775.00 |
| DOLL DISTRIBUTING LLC | 6/11/21 | BEER | LIQUOR | NON-DEPARTMENTAL | 10,603.25 |
| | 6/11/21 | MIX | LIQUOR | NON-DEPARTMENTAL | 60.00 |
| | 6/11/21 | BEER | LIQUOR | NON-DEPARTMENTAL | 5,566.26 |
| | 6/11/21 | BEER | LIQUOR | NON-DEPARTMENTAL | 11,323.90 |
| | 6/11/21 | BEER | LIQUOR | NON-DEPARTMENTAL | 300.90 |
| | 6/11/21 | BEER | LIQUOR | NON-DEPARTMENTAL | 11,921.80 |
| | 6/11/21 | BEER | LIQUOR | NON-DEPARTMENTAL | 1,475.60 |
| | 6/11/21 | BEER | LIQUOR | NON-DEPARTMENTAL | 7,474.75 |
| | 6/11/21 | WINE | LIQUOR | NON-DEPARTMENTAL | 79.75 |
| | 6/11/21 | BEER | LIQUOR | NON-DEPARTMENTAL | 12,636.23 |
| | 6/11/21 | MIX | LIQUOR | NON-DEPARTMENTAL | 14.00 |
| | 6/11/21 | WATER | LIQUOR | O-GEN MISC | 56.00 |
| | | | | TOTAL: | 61,512.44 |
| DONS PLUMBING & HEATING | 6/11/21 | OLSON WATER HEATER | RECREATION | OLSON PARK CAMPGROUND | 17.55 |
| | 6/11/21 | OLSON WATER HEATER | RECREATION | OLSON PARK CAMPGROUND | 112.50 |
| | | | | TOTAL: | 130.05 |
| DUBOIS CHEMICALS INC | 6/11/21 | CHEMICALS | INDUSTRIAL WASTEWA | O-PURIFY MISC | 8,224.90 |
| | 6/11/21 | CHEMICALS | INDUSTRIAL WASTEWA | O-PURIFY MISC | 8,457.88 |
| | | | | TOTAL: | 16,682.78 |
| DUININCK INC | 6/11/21 | STREET REPAIRS | GENERAL FUND | PAVED STREETS | 1,353.82 |
| | 6/11/21 | CATCH BASIN STORM SEWER | STORM WATER MANAGE | STORM DRAINAGE | 1,659.68 |
| | | | | TOTAL: | 3,013.50 |
| EARL F ANDERSEN INC- DIVISION OF SAFET | 6/11/21 | SIGNS | GENERAL FUND | SIGNS AND SIGNALS | 744.65 |
| | 6/11/21 | LAKE ST CROSSWALKS | GENERAL FUND | SIGNS AND SIGNALS | 260.75 |
| | | | | TOTAL: | 1,005.40 |
| ECHO GROUP INC | 6/11/21 | BACKWASH PIT PUMP CONTROL | WATER | M-PURIFY EQUIPMENT | 19.99 |
| | 6/11/21 | BACKWASH PIT PUMP CONTROL | WATER | M-PURIFY EQUIPMENT | 24.12 |
| | | | | TOTAL: | 44.11 |
| EMERGENCY AUTOMOTIVE TECHNOLOGY INC | 6/11/21 | #21-35 NEW SQUAD EQUIPMENT | GENERAL FUND | POLICE ADMINISTRATION | 681.20 |
| | | | | TOTAL: | 681.20 |

| VENDOR SORT KEY | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|---|
| FASTENAL COMPANY | 6/11/21 | SAFETY EQUIPMENT | GENERAL FUND | PAVED STREETS | 99.92 |
| | | | | TOTAL: | 99.92 |
| FERGUSON ENTERPRISES LLC #1657 | 6/11/21 | FILTER PLANT PLUMBING-COAG | WATER | M-PURIFY EQUIPMENT | 115.26 |
| | | | | TOTAL: | 115.26 |
| FIFE WATER SERVICES INC | 6/11/21 | CHEMICALS | INDUSTRIAL WASTEWA | O-PURIFY MISC | 11,579.02 |
| | | | | TOTAL: | 11,579.02 |
| FLYNN LAW FIRM PLLC | 6/11/21 | LEGAL FEES | GENERAL FUND | CITY ATTORNEY | 1,597.50 |
| | | | | TOTAL: | 1,597.50 |
| FORUM COMMUNICATIONS COMPANY | 6/11/21 | PROPOSED ORDINANCE | GENERAL FUND | CLERK'S OFFICE | 157.50 |
| | 6/11/21 | PROPOSED ORDINANCE | GENERAL FUND | CLERK'S OFFICE | 153.75 |
| | 6/11/21 | PROPOSED ORDINANCE | GENERAL FUND | CLERK'S OFFICE | 300.00 |
| | 6/11/21 | PROPOSED ORDINANCE | GENERAL FUND | CLERK'S OFFICE | 161.25 |
| | 6/11/21 | PROPOSED ORDINANCE | GENERAL FUND | CLERK'S OFFICE | 123.75 |
| | 6/11/21 | PLANNING COMMISSION | GENERAL FUND | ECONOMIC DEVELOPMENT | 97.50 |
| | 6/11/21 | ARMED FORCES DAY AD | MEMORIAL AUDITORIU | MEMORIAL AUDITORIUM | 45.00 |
| | 6/11/21 | NOTICE HRG PROP IMP | IMPROVEMENT CONST | CHERRYWOOD LN ST SURFA | 90.00 |
| | 6/11/21 | AD FOR BIDS-AQUATIC CENTER | AQUATIC CENTER FAC | AQUATIC CENTER FACILIT | 352.50 |
| | 6/11/21 | HYDRANT FLUSHING | WATER | M-TRANS MAINS | 184.28 |
| | 6/11/21 | MAY ADS | LIQUOR | O-GEN MISC | 1,333.50 |
| | | | | TOTAL: | 2,999.03 |
| GOVERNMENT FINANCE OFFICERS ASSOCIATIO | 6/11/21 | 2020 CAFR APPLICATION FEE | GENERAL FUND | AUDITS AND BUDGETS | 460.00 |
| | | | | TOTAL: | 460.00 |
| GRAHAM TIRE OF WORTHINGTON INC | 6/11/21 | #431 OIL CHANGE | GENERAL FUND | PAVED STREETS | 24.43 |
| | 6/11/21 | #431 OIL CHANGE | GENERAL FUND | PAVED STREETS | 14.95 |
| | 6/11/21 | MOWER TIRE REPAIR | RECREATION | PARK AREAS | 19.00 |
| | 6/11/21 | OIL CHANGE PARK | RECREATION | PARK AREAS | 65.43 |
| | 6/11/21 | OIL CHANGE PARK | RECREATION | PARK AREAS | 14.95 |
| | 6/11/21 | TIRE TUBE | RECREATION | PARK AREAS | 25.96 |
| | 6/11/21 | TIRE REPAIR-TORO | RECREATION | PARK AREAS | 15.00 |
| | 6/11/21 | TIRE REPAIR-TORO | RECREATION | PARK AREAS | 4.00 |
| | 6/11/21 | TIRE REPAIRS | RECREATION | PARK AREAS | 19.00 |
| | 6/11/21 | MOWER TIRE | RECREATION | PARK AREAS | 18.00 |
| | 6/11/21 | MOWER TIRE | RECREATION | PARK AREAS | 10.00 |
| | 6/11/21 | MOWER TIRE | RECREATION | PARK AREAS | 4.00 |
| | 6/11/21 | MOWER TIRE | RECREATION | PARK AREAS | 15.00 |
| | 6/11/21 | MOWER TIRE | RECREATION | PARK AREAS | 13.00 |
| | 6/11/21 | MOWER TIRE | RECREATION | PARK AREAS | 10.00 |
| | | | | TOTAL: | 272.72 |
| HARVEY SIGN SERVICE LLC | 6/11/21 | SAFETY JACKET | GENERAL FUND | FIRE ADMINISTRATION | 74.99 |
| | 6/11/21 | DEPARTMENT COATS-REFLECTIV | GENERAL FUND | FIRE ADMINISTRATION | 224.97 |
| | | | | TOTAL: | 299.96 |
| HAWKINS INC | 6/11/21 | SPLASH PAD CHEMICAL | RECREATION | SWIMMING BEACHES | 1,025.57 |
| | 6/11/21 | TREATMENT CHEMICAL | WATER | O-PURIFY | 3,581.37 |
| | 6/11/21 | TREATMENT CHEMICAL | WATER | O-PURIFY | 1,204.66 |
| | 6/11/21 | 1 TON CHLORINE | WATER | O-PURIFY | 754.00 |
| | | | | TOTAL: | 6,565.60 |
| ROBERT W HENDERSON | 6/11/21 | PAINT COUNCIL CHAMBERS | GENERAL FUND | GENERAL GOVT BUILDINGS | 1,450.00 |

| VENDOR SORT KEY | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|---|
| | | | | TOTAL: | 1,450.00 |
| HENNING CONSTRUCTION | 6/11/21 | CHAUTAUQUA PARK SITE | RECREATION | PARK AREAS | 35,117.00 |
| | | | | TOTAL: | 35,117.00 |
| HOPE HAVEN INC | 6/11/21 | CAL CLEANING-MAY | GENERAL FUND | CENTER FOR ACTIVE LIVI | 541.67 |
| | | | | TOTAL: | 541.67 |
| HULSTEIN EXCAVATING INC | 6/11/21 | CHERRYWOOD ADDN STORM SEWE | IMPROVEMENT CONST | NON-DEPARTMENTAL | 202.35- |
| | 6/11/21 | HOMEWOOD HILLS IMPROVEMENT | IMPROVEMENT CONST | NON-DEPARTMENTAL | 6,308.19- |
| | 6/11/21 | HOMEWOOD HILLS IMPROVEMENT | IMPROVEMENT CONST | 2019 HOMEWOOD HILLS ST | 116,035.80 |
| | 6/11/21 | HOMEWOOD HILLS IMPROVEMENT | IMPROVEMENT CONST | 2019 HOMEWOOD HILLS ST | 10,128.00 |
| | 6/11/21 | CHERRYWOOD ADDN STORM SEWE | IMPROVEMENT CONST | N CRAILSHEIM WATER 20 | 4,047.00 |
| | | | | TOTAL: | 123,700.26 |
| IDEXX DISTRIBUTION CORP | 6/11/21 | SAMPLE BOTTLES T COLIFORM, | MUNICIPAL WASTEWAT | O-PURIFY LABORATORY | 178.17 |
| | | | | TOTAL: | 178.17 |
| INTERSTATE POWER SYSTEMS INC | 6/11/21 | #705 MAJOR TRUCK EQUIPMENT | GENERAL FUND | FIRE ADMINISTRATION | 10,289.93 |
| | | | | TOTAL: | 10,289.93 |
| IUOE LOCAL 49 FRINGE BENEFIT FUND | 6/11/21 | HEALTH INS PREMIUM 49ERS | GENERAL FUND | NON-DEPARTMENTAL | 513.82 |
| | 6/11/21 | HEALTH INS PREMIUM 49ERS | GENERAL FUND | NON-DEPARTMENTAL | 511.46 |
| | 6/11/21 | HEALTH INSURANCE JUNE FOR | GENERAL FUND | NON-DEPARTMENTAL | 317.98 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | GENERAL FUND | ENGINEERING ADMIN | 664.33 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | GENERAL FUND | ENGINEERING ADMIN | 618.14 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | GENERAL FUND | PAVED STREETS | 1,988.56 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | GENERAL FUND | PAVED STREETS | 1,562.69 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | GENERAL FUND | PUBLIC WORK SHOP | 510.22 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | GENERAL FUND | PUBLIC WORK SHOP | 528.69 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | GENERAL FUND | SIGNS AND SIGNALS | 525.36 |
| | 6/11/21 | HEALTH INS PREMIUM 49ERS | RECREATION | NON-DEPARTMENTAL | 418.25 |
| | 6/11/21 | HEALTH INS PREMIUM 49ERS | RECREATION | NON-DEPARTMENTAL | 402.52 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | RECREATION | BALLFIELD MAINTENANCE | 405.80 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | RECREATION | BALLFIELD MAINTENANCE | 190.06 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | RECREATION | SOCCER COMPLEX | 302.68 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | RECREATION | SOCCER COMPLEX | 225.25 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | RECREATION | PARK AREAS | 1,843.32 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | RECREATION | PARK AREAS | 1,947.85 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | RECREATION | OLSON PARK CAMPGROUND | 53.07 |
| | 6/11/21 | HEALTH INS PREMIUM 49ERS | ECONOMIC DEV AUTHO | NON-DEPARTMENTAL | 4.39 |
| | 6/11/21 | HEALTH INS PREMIUM 49ERS | ECONOMIC DEV AUTHO | NON-DEPARTMENTAL | 6.81 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | ECONOMIC DEV AUTHO | BUSINESS DEVELOPMENT | 24.89 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | ECONOMIC DEV AUTHO | BUSINESS DEVELOPMENT | 38.61 |
| | 6/11/21 | HEALTH INS PREMIUM 49ERS | IMPROVEMENT CONST | NON-DEPARTMENTAL | 87.29 |
| | 6/11/21 | HEALTH INS PREMIUM 49ERS | IMPROVEMENT CONST | NON-DEPARTMENTAL | 90.30 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | IMPROVEMENT CONST | 2019 HOMEWOOD HILLS ST | 56.00 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | IMPROVEMENT CONST | 2019 HOMEWOOD HILLS ST | 197.80 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | IMPROVEMENT CONST | TURNER & TENTH ADA RAM | 35.20 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | IMPROVEMENT CONST | RYANS RD-MCMILLAN TO 5 | 176.40 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | IMPROVEMENT CONST | RYANS RD-MCMILLAN TO 5 | 225.25 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | IMPROVEMENT CONST | CHERRYWOOD LN ST SURFA | 27.14 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | IMPROVEMENT CONST | OVERLAY PROGRAM | 72.95 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | IMPROVEMENT CONST | ST SWR IMP CHERRYWD AD | 457.34 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | IMPROVEMENT CONST | ST SWR IMP CHERRYWD AD | 292.83 |
| | 6/11/21 | HEALTH INS PREMIUM 49ERS | WATER | NON-DEPARTMENTAL | 399.68 |

| VENDOR SORT KEY | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|---|
| | 6/11/21 | HEALTH INS PREMIUM 49ERS | WATER | NON-DEPARTMENTAL | 397.48 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | WATER | O-PUMPING | 174.55 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | WATER | O-PUMPING | 127.73 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | WATER | O-PURIFY LABOR | 409.97 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | WATER | O-PURIFY LABOR | 304.21 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | WATER | O-DIST UNDERGRND LINES | 896.23 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | WATER | O-DIST UNDERGRND LINES | 466.30 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | WATER | O-DISTR MISC | 219.00 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | WATER | O-DISTR MISC | 508.96 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | WATER | M-PUMPING | 75.63 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | WATER | M-TRANS MAINS | 552.77 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | WATER | M-TRANS MAINS | 769.69 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | WATER | PROJECT #2 | 64.46 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | WATER | PROJECT #2 | 105.59 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | WATER | PROJECT #11 | 39.59 |
| | 6/11/21 | HEALTH INS PREMIUM 49ERS | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL | 688.26 |
| | 6/11/21 | HEALTH INS PREMIUM 49ERS | MUNICIPAL WASTEWAT | NON-DEPARTMENTAL | 701.48 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | MUNICIPAL WASTEWAT | O-SOURCE MAINS & LIFTS | 175.32 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | MUNICIPAL WASTEWAT | O-SOURCE MAINS & LIFTS | 194.33 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | MUNICIPAL WASTEWAT | O-PURIFY LABOR | 1,283.62 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | MUNICIPAL WASTEWAT | O-PURIFY LABOR | 1,355.51 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | MUNICIPAL WASTEWAT | O-PURIFY LABORATORY | 607.53 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | MUNICIPAL WASTEWAT | O-PURIFY LABORATORY | 595.52 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | MUNICIPAL WASTEWAT | M-SOURCE MAINS & LIFTS | 758.56 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | MUNICIPAL WASTEWAT | M-SOURCE MAINS & LIFTS | 831.29 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | MUNICIPAL WASTEWAT | M-PURIFY EQUIPMENT | 1,075.36 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | MUNICIPAL WASTEWAT | M-PURIFY EQUIPMENT | 998.61 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | MUNICIPAL WASTEWAT | PROJECT #3 | 13.57 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | MUNICIPAL WASTEWAT | PROJECT #3 | 56.31 |
| | 6/11/21 | HEALTH INS PREMIUM 49ERS | STORM WATER MANAGE | NON-DEPARTMENTAL | 11.72 |
| | 6/11/21 | HEALTH INS PREMIUM 49ERS | STORM WATER MANAGE | NON-DEPARTMENTAL | 16.47 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | STORM WATER MANAGE | STORM DRAINAGE | 41.52 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | STORM WATER MANAGE | STORM DRAINAGE | 58.15 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | STORM WATER MANAGE | STREET CLEANING | 35.20 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | STORM WATER MANAGE | PROJECT #28 | 38.44 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | STORM WATER MANAGE | PROJECT #28 | 54.28 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | STORM WATER MANAGE | PROJECT #28 | 45.75 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | STORM WATER MANAGE | PROJECT #28 | 45.75- |
| | 6/11/21 | HEALTH PREMIUM 49ERS | STORM WATER MANAGE | PROJECT #28 | 28.16 |
| | 6/11/21 | HEALTH INS PREMIUM 49ERS | AIRPORT | NON-DEPARTMENTAL | 3.11 |
| | 6/11/21 | HEALTH PREMIUM 49ERS | AIRPORT | O-GEN MISC | 17.59 |
| | | | | TOTAL: | 30,475.00 |
| JACKSON CYCLE INC | 6/11/21 | MUEL 4010 OIL FILTERS | RECREATION | PARK AREAS | 34.91 |
| | | | | TOTAL: | 34.91 |
| JANITOR'S CLOSET | 6/11/21 | PARK CLEANING SUPPLY | RECREATION | PARK AREAS | 674.25 |
| | 6/11/21 | CLEANING SUPPLIES | RECREATION | PARK AREAS | 1,127.24 |
| | | | | TOTAL: | 1,801.49 |
| JERRY'S AUTO SUPPLY OF WORTHINGTON INC | 6/11/21 | ANTIFREEZE | RECREATION | PARK AREAS | 23.38 |
| | | | | TOTAL: | 23.38 |
| JOBSHQ | 6/11/21 | ASST CITY ENGINEER AD | GENERAL FUND | PERSONNEL & RECRUITMEN | 1,104.00 |
| | | | | TOTAL: | 1,104.00 |

| VENDOR SORT KEY | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|---|
| JOHNSON BROTHERS LIQUOR CO | 6/11/21 | WINE | LIQUOR | NON-DEPARTMENTAL | 18.10 |
| | 6/11/21 | MIX | LIQUOR | NON-DEPARTMENTAL | 16.00 |
| | 6/11/21 | LIQUOR | LIQUOR | NON-DEPARTMENTAL | 6,334.03 |
| | 6/11/21 | WINE | LIQUOR | NON-DEPARTMENTAL | 1,843.72 |
| | 6/11/21 | BEER | LIQUOR | NON-DEPARTMENTAL | 210.00 |
| | 6/11/21 | LIQUOR | LIQUOR | NON-DEPARTMENTAL | 20,300.99 |
| | 6/11/21 | WINE | LIQUOR | NON-DEPARTMENTAL | 3,128.57 |
| | 6/11/21 | MIX | LIQUOR | NON-DEPARTMENTAL | 28.00 |
| | 6/11/21 | BEER | LIQUOR | NON-DEPARTMENTAL | 210.00 |
| | 6/11/21 | LIQUOR | LIQUOR | NON-DEPARTMENTAL | 5,930.39 |
| | 6/11/21 | WINE | LIQUOR | NON-DEPARTMENTAL | 907.38 |
| | 6/11/21 | FREIGHT | LIQUOR | O-SOURCE MISC | 112.41 |
| | 6/11/21 | FREIGHT | LIQUOR | O-SOURCE MISC | 57.47 |
| | 6/11/21 | FREIGHT | LIQUOR | O-SOURCE MISC | 369.02 |
| | 6/11/21 | FREIGHT | LIQUOR | O-SOURCE MISC | 142.96 |
| | 6/11/21 | FREIGHT | LIQUOR | O-GEN MISC | 68.86 |
| | 6/11/21 | FREIGHT | LIQUOR | O-GEN MISC | 33.80 |
| | | | | TOTAL: | 39,711.70 |
| JSA SERVICES INC | 6/11/21 | TOWEL | GENERAL FUND | CENTER FOR ACTIVE LIVI | 41.91 |
| | 6/11/21 | TOWELS | RECREATION | PARK AREAS | 73.35 |
| | | | | TOTAL: | 115.26 |
| KING TURKEY DAY INC | 6/11/21 | KTD COUPON BOOK AD | LIQUOR | O-GEN MISC | 150.00 |
| | | | | TOTAL: | 150.00 |
| KM GRAPHICS | 6/11/21 | COMMUNITY SERVICE NOTICE T | GENERAL FUND | CODE ENFORCEMENT | 50.00 |
| | | | | TOTAL: | 50.00 |
| KUECHLE UNDERGROUND, INC | 6/11/21 | GLENWOOD HEIGHTS 2ND ADDN | ECONOMIC DEV AUTHO | NON-DEPARTMENTAL | 9,655.85- |
| | 6/11/21 | GLENWOOD HEIGHTS 2ND ADDN | ECONOMIC DEV AUTHO | MISC HOUSING DEVELOPME | 193,117.00 |
| | 6/11/21 | GLENWOOD HEIGHTS 2ND ADDN | IMPROVEMENT CONST | NON-DEPARTMENTAL | 220.00- |
| | 6/11/21 | GLENWOOD HEIGHTS 2ND ADDN | IMPROVEMENT CONST | HOMEWOOD HILLS SIDEWAL | 2,200.00 |
| | 6/11/21 | GLENWOOD HEIGHTS 2ND ADDN | IMPROVEMENT CONST | GLENWOOD HGTS II ST SW | 2,200.00 |
| | | | | TOTAL: | 187,641.15 |
| LAMPERTS YARDS INC-2602004 | 6/11/21 | TRASH CAN ANCHORS | RECREATION | PARK AREAS | 22.99 |
| | | | | TOTAL: | 22.99 |
| LARSON CRANE SERVICE INC | 6/11/21 | INTER. SCHOOL WATER MAIN E | IMPROVEMENT CONST | NON-DEPARTMENTAL | 7,050.92- |
| | 6/11/21 | INTER. SCHOOL WATER MAIN E | IMPROVEMENT CONST | ST SWR IMP CHERRYWD AD | 61,636.38 |
| | | | | TOTAL: | 54,585.46 |
| LAW ENFORCEMENT LABOR SERVICES INC #27 | 6/11/21 | UNION DUES | GENERAL FUND | NON-DEPARTMENTAL | 309.16 |
| | | | | TOTAL: | 309.16 |
| LEAGUE OF MN CITIES INSURANCE TRUST | 6/11/21 | WORK COMP | GENERAL FUND | MAYOR AND COUNCIL | 7.75 |
| | 6/11/21 | WORK COMP | GENERAL FUND | ADMINISTRATION | 181.75 |
| | 6/11/21 | WORK COMP | GENERAL FUND | CLERK'S OFFICE | 161.75 |
| | 6/11/21 | WORK COMP | GENERAL FUND | ACCOUNTING | 200.75 |
| | 6/11/21 | WORK COMP | GENERAL FUND | ENGINEERING ADMIN | 567.00 |
| | 6/11/21 | WORK COMP | GENERAL FUND | ECONOMIC DEVELOPMENT | 395.50 |
| | 6/11/21 | WORK COMP | GENERAL FUND | POLICE ADMINISTRATION | 22,403.50 |
| | 6/11/21 | WORK COMP | GENERAL FUND | REGULATE LAWFUL GAMBLE | 31.50 |
| | 6/11/21 | WORK COMP | GENERAL FUND | SECURITY CENTER | 389.08 |
| | 6/11/21 | WORK COMP | GENERAL FUND | SECURITY CENTER | 389.08 |

| VENDOR SORT KEY | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|---|
| | 6/11/21 | WORK COMP | GENERAL FUND | FIRE ADMINISTRATION | 5,397.00 |
| | 6/11/21 | WORK COMP | GENERAL FUND | ANIMAL CONTROL ENFORCE | 54.50 |
| | 6/11/21 | WORK COMP | GENERAL FUND | PAVED STREETS | 1,923.25 |
| | 6/11/21 | WORK COMP | GENERAL FUND | PUBLIC WORK SHOP | 879.25 |
| | 6/11/21 | WORK COMP | GENERAL FUND | ICE AND SNOW REMOVAL | 1,042.50 |
| | 6/11/21 | WORK COMP | GENERAL FUND | SIGNS AND SIGNALS | 156.50 |
| | 6/11/21 | WORK COMP | GENERAL FUND | TRASH PICKUP | 128.75 |
| | 6/11/21 | WORK COMP | GENERAL FUND | CODE ENFORCEMENT | 105.75 |
| | 6/11/21 | WORK COMP | GENERAL FUND | LAKE IMPROVEMENT | 48.25 |
| | 6/11/21 | WORK COMP | GENERAL FUND | MISC SPECIAL DAYS/EVEN | 116.00 |
| | 6/11/21 | WORK COMP | MEMORIAL AUDITORIU | MEMORIAL AUDITORIUM | 70.00 |
| | 6/11/21 | WORK COMP | RECREATION | SOCCER COMPLEX | 180.25 |
| | 6/11/21 | WORK COMP | RECREATION | PARK AREAS | 2,133.75 |
| | 6/11/21 | WORK COMP | RECREATION | OLSON PARK CAMPGROUND | 316.25 |
| | 6/11/21 | WORK COMP | RECREATION | TREE REMOVAL | 1,470.50 |
| | 6/11/21 | WORK COMP | PIR/TRUNKS | SP ASSESS-ADMIN ESCROW | 32.50 |
| | 6/11/21 | WORK COMP | IMPROVEMENT CONST | OTHER MISC PROJECTS | 8.25 |
| | 6/11/21 | WORK COMP | WATER | INJURIES AND DAMAGES | 2,361.00 |
| | 6/11/21 | WORK COMP | MUNICIPAL WASTEWAT | INJURIES AND DAMAGES | 3,801.25 |
| | 6/11/21 | WORK COMP | ELECTRIC | INJURIES & DAMAGES | 3,154.50 |
| | 6/11/21 | WORK COMP | STORM WATER MANAGE | STORM DRAINAGE | 424.00 |
| | 6/11/21 | WORK COMP | STORM WATER MANAGE | STREET CLEANING | 493.25 |
| | 6/11/21 | WORK COMP | LIQUOR | O-GEN MISC | 2,310.25 |
| | 6/11/21 | WORK COMP | AIRPORT | O-GEN MISC | 639.00 |
| | 6/11/21 | WORK COMP | DATA PROCESSING | DATA PROCESSING | 237.84 |
| | 6/11/21 | 2021-2022 INSURANCE PREMIU | SAFETY PROMO/LOSS | HEALTH/SAFETY/FITNESS | 318,748.00 |
| | | | | TOTAL: | 370,960.00 |
| LEWIS & CLARK REGIONAL WATER SYSTEM IN | 6/11/21 | CAPACITY CHARGE | WATER | O-SOURCE MISC | 25,970.56 |
| | 6/11/21 | WATER RATE | WATER | O-SOURCE MISC | 22,448.00 |
| | | | | TOTAL: | 48,418.56 |
| LT1 CONSTRUCTION LLC | 6/11/21 | BEACH NOOK SIDEWALK | RECREATION | SWIMMING BEACHES | 9,960.00 |
| | | | | TOTAL: | 9,960.00 |
| MATHESON TRI-GAS INC | 6/11/21 | SHOP | GENERAL FUND | PAVED STREETS | 90.07 |
| | | | | TOTAL: | 90.07 |
| MIKE'S MINI EXCAVATING INC | 6/11/21 | SEWER SERVICE CALL-511 OMA | SAFETY PROMO/LOSS | HEALTH/SAFETY/FITNESS | 4,876.27 |
| | | | | TOTAL: | 4,876.27 |
| MINNESOTA CHILD SUPPORT PAYMENT CTR | 6/11/21 | SUPPORT ORDER | GENERAL FUND | NON-DEPARTMENTAL | 123.21 |
| | | | | TOTAL: | 123.21 |
| MINNESOTA ENERGY RESOURCES CORP | 6/11/21 | GAS SERVICE | GENERAL FUND | GENERAL GOVT BUILDINGS | 234.79 |
| | 6/11/21 | GAS SERVICE | GENERAL FUND | FIRE ADMINISTRATION | 90.32 |
| | 6/11/21 | GAS SERVICE | GENERAL FUND | CENTER FOR ACTIVE LIVI | 145.21 |
| | 6/11/21 | GAS SERVICE | MEMORIAL AUDITORIU | MEMORIAL AUDITORIUM | 737.00 |
| | 6/11/21 | GAS SERVICE | RECREATION | FIELD HOUSE | 49.09 |
| | | | | TOTAL: | 1,256.41 |
| MINNESOTA VALLEY TESTING LABS INC | 6/11/21 | MAY SALTY DISCHARGE TESTIN | MUNICIPAL WASTEWAT | O-PURIFY LABORATORY | 168.30 |
| | | | | TOTAL: | 168.30 |
| MISCELLANEOUS V WAGER SCOTT | 6/11/21 | REFUND BUILDING PERMIT | GENERAL FUND | NON-DEPARTMENTAL | 123.57 |
| WAGER SCOTT | 6/11/21 | REFUND BUILDING PERMIT | GENERAL FUND | NON-DEPARTMENTAL | 3.00 |

| VENDOR SORT KEY | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|---|
| HERNANDEZ ANA | 6/11/21 | REFUND PARK RENTAL FEE | RECREATION | NON-DEPARTMENTAL | 27.94 |
| HERNANDEZ ANA | 6/11/21 | REFUND PARK RENTAL FEE | RECREATION | NON-DEPARTMENTAL | 2.06 |
| GOHL DESHAWN | 6/11/21 | REFUND OF DEPOSIT-ACCT FIN | ELECTRIC | NON-DEPARTMENTAL | 10.20 |
| JACKSON KYLE | 6/11/21 | REFUND OF DEPOSIT-ACCT FIN | ELECTRIC | NON-DEPARTMENTAL | 3.38 |
| JOSIAH PATRICK | 6/11/21 | REFUND OF DEPOSIT-ACCT FIN | ELECTRIC | NON-DEPARTMENTAL | 67.42 |
| BLUECORN PROPERTIES | 6/11/21 | BLUECORN PROPERTIES:REBATE | ELECTRIC | CUSTOMER INSTALL EXPEN | 216.00 |
| GOHL DESHAWN | 6/11/21 | REFUND OF DEPOSIT-ACCT FIN | ELECTRIC | ACCTS-RECORDS & COLLEC | 0.04 |
| JACKSON KYLE | 6/11/21 | REFUND OF DEPOSIT-ACCT FIN | ELECTRIC | ACCTS-RECORDS & COLLEC | 0.04 |
| JOSIAH PATRICK | 6/11/21 | REFUND OF DEPOSIT-ACCT FIN | ELECTRIC | ACCTS-RECORDS & COLLEC | 0.04 |
| DEMUTH ROBERT | 6/11/21 | REFUND OF CREDITS-ACCT FIN | GARBAGE COLLECTION | NON-DEPARTMENTAL | 44.53 |
| | | | | TOTAL: | 498.22 |
| MORRIS ELECTRONICS INC | 6/11/21 | VPN-MAYOR | GENERAL FUND | MAYOR AND COUNCIL | 60.00 |
| | 6/11/21 | STEPHANIE LABOR-EMAIL | DATA PROCESSING | DATA PROCESSING | 40.00 |
| | 6/11/21 | MAYOR LAPTOP | DATA PROCESSING | DATA PROCESSING | 160.00 |
| | 6/11/21 | TAPE-BACKUP | DATA PROCESSING | DATA PROCESSING | 80.00 |
| | 6/11/21 | STEPHANIE SERVICE LABOR | DATA PROCESSING | DATA PROCESSING | 180.00 |
| | 6/11/21 | TAPE-BACKUP | DATA PROCESSING | DATA PROCESSING | 160.00 |
| | 6/11/21 | INCODE SERVER MOVE | DATA PROCESSING | DATA PROCESSING | 1,060.00 |
| | 6/11/21 | TAPE-BACKUP | DATA PROCESSING | DATA PROCESSING | 20.00 |
| | 6/11/21 | SYMANTEC LICENSE | DATA PROCESSING | DATA PROCESSING | 124.80 |
| | | | | TOTAL: | 1,884.80 |
| MTI DISTRIBUTING INC | 6/11/21 | MOWER PARTS | RECREATION | PARK AREAS | 483.83 |
| | | | | TOTAL: | 483.83 |
| MYRL & ROY'S PAVING INC | 6/11/21 | BLACKTOP | GENERAL FUND | PAVED STREETS | 274.73 |
| | 6/11/21 | BLACKTOP | GENERAL FUND | PAVED STREETS | 282.83 |
| | 6/11/21 | BLACKTOP | GENERAL FUND | PAVED STREETS | 537.98 |
| | 6/11/21 | BLACKTOP | GENERAL FUND | PAVED STREETS | 274.05 |
| | 6/11/21 | BLACKTOP | GENERAL FUND | PAVED STREETS | 550.13 |
| | | | | TOTAL: | 1,919.72 |
| NICOLE R KEMPEMA | 6/11/21 | MAY CLEANING-CITY HALL | GENERAL FUND | GENERAL GOVT BUILDINGS | 1,950.00 |
| | 6/11/21 | MAY CLEANING-BAC | ECONOMIC DEV AUTHO | TRAINING/TESTING CENTE | 647.25 |
| | | | | TOTAL: | 2,597.25 |
| CHAD NIXON | 6/11/21 | DENIED INS LOSS-NIXON | SAFETY PROMO/LOSS | HEALTH/SAFETY/FITNESS | 3,783.13 |
| | | | | TOTAL: | 3,783.13 |
| NOBLES COUNTY ATTORNEY | 6/11/21 | DWI FORFEITURE-QUINTERO | GENERAL FUND | NON-DEPARTMENTAL | 9.60 |
| | | | | TOTAL: | 9.60 |
| NOBLES COUNTY AUDITOR/TREASURER | 6/11/21 | SOLID WASTE MANAGEMENT | WASTE MANAGEMENT C | SOLID WASTE/RECYCLE | 7,274.00 |
| | | | | TOTAL: | 7,274.00 |
| NOBLES COUNTY ENVIRONMENTAL SERVICES | 6/11/21 | RECYCLE TELEPHONES | GENERAL FUND | GENERAL GOVT BUILDINGS | 11.90 |
| | | | | TOTAL: | 11.90 |
| NOBLES COUNTY SHERIFF | 6/11/21 | PPCT-ROMELING | GENERAL FUND | POLICE ADMINISTRATION | 390.00 |
| | | | | TOTAL: | 390.00 |
| ONE OFFICE SOLUTION-WOCITY | 6/11/21 | PAPER | GENERAL FUND | CLERK'S OFFICE | 28.21 |
| | 6/11/21 | CARD STOCK-CAFR | GENERAL FUND | AUDITS AND BUDGETS | 12.02 |
| | 6/11/21 | SHEET PROTECTOR | GENERAL FUND | ENGINEERING ADMIN | 3.20 |
| | 6/11/21 | HANGING FILE FOLDER | GENERAL FUND | ECONOMIC DEVELOPMENT | 7.95 |

| VENDOR SORT KEY | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|---|
| | 6/11/21 | HANGING FOLDER FRAME | GENERAL FUND | ECONOMIC DEVELOPMENT | 7.29 |
| | 6/11/21 | SHEET PROTECTOR | GENERAL FUND | ECONOMIC DEVELOPMENT | 3.19 |
| | 6/11/21 | KLEENEX, PAPERTOWELS | GENERAL FUND | GENERAL GOVT BUILDINGS | 102.58 |
| | | | | TOTAL: | 164.44 |
| ONE OFFICE SOLUTION-NCLAWE | 6/11/21 | PAPER | GENERAL FUND | SECURITY CENTER | 179.00 |
| | 6/11/21 | PAPER | GENERAL FUND | SECURITY CENTER | 179.00 |
| | | | | TOTAL: | 358.00 |
| ONE OFFICE SOLUTION-WOCITY | 6/11/21 | RETURNED FOAM SANITIZER | GENERAL FUND | FIRE ADMINISTRATION | 98.20- |
| | 6/11/21 | MX2600N | GENERAL FUND | PAVED STREETS | 23.94 |
| | 6/11/21 | CREDIT DEFECTIVE CARTRIDGE | GENERAL FUND | CENTER FOR ACTIVE LIVI | 135.99- |
| | 6/11/21 | CARTRIDGES, ENVELOPES, PLA | GENERAL FUND | CENTER FOR ACTIVE LIVI | 468.52 |
| | 6/11/21 | MXC301W | LIQUOR | O-GEN MISC | 93.27 |
| | 6/11/21 | PRINTER CARTRIDGE-608 | DATA PROCESSING | DATA PROCESSING | 292.99 |
| | 6/11/21 | MX5140N | DATA PROCESSING | COPIER/FAX | 147.95 |
| | | | | TOTAL: | 792.48 |
| ONE OFFICE SOLUTION-WOUTIL | 6/11/21 | PENS, FILES | WATER | ACCTS-RECORDS & COLLEC | 26.43 |
| | 6/11/21 | PENS, FILES | MUNICIPAL WASTEWAT | ACCT-RECORDS & COLLECT | 26.43 |
| | 6/11/21 | PENS, FILES | ELECTRIC | ACCTS-RECORDS & COLLEC | 52.86 |
| | | | | TOTAL: | 105.72 |
| OPG-3 INC | 6/11/21 | INCODE SERVER MIGRATION | DATA PROCESSING | DATA PROCESSING | 185.00 |
| | | | | TOTAL: | 185.00 |
| PAUSTIS WINE COMPANY | 6/11/21 | WINE | LIQUOR | NON-DEPARTMENTAL | 1,738.00 |
| | 6/11/21 | FREIGHT | LIQUOR | O-SOURCE MISC | 22.50 |
| | | | | TOTAL: | 1,760.50 |
| PELLEGRINO FIRE EXTINGUISHER SALES | 6/11/21 | ANNUAL FIRE EXT CERTIFICAT | GENERAL FUND | PAVED STREETS | 149.50 |
| | 6/11/21 | EXTINGUISHER CERTIFICATION | GENERAL FUND | CENTER FOR ACTIVE LIVI | 214.12 |
| | 6/11/21 | ANNUAL FIRE EXT CERTIFICAT | RECREATION | PARK AREAS | 426.50 |
| | 6/11/21 | ANNUAL FIRE EXT CERTIFICAT | WATER | O-DISTR MISC | 163.00 |
| | 6/11/21 | ANNUAL FIRE EXT CHECKS, RE | MUNICIPAL WASTEWAT | O-PURIFY MISC | 880.00 |
| | | | | TOTAL: | 1,833.12 |
| PEPSI COLA BOTTLING CO OF PIPESTONE, M | 6/11/21 | MIX | LIQUOR | NON-DEPARTMENTAL | 33.00 |
| | 6/11/21 | MIX | LIQUOR | NON-DEPARTMENTAL | 137.85 |
| | 6/11/21 | MIX | LIQUOR | NON-DEPARTMENTAL | 86.85 |
| | | | | TOTAL: | 257.70 |
| PHILLIPS WINE & SPIRITS INC | 6/11/21 | LIQUOR | LIQUOR | NON-DEPARTMENTAL | 5,235.45 |
| | 6/11/21 | WINE | LIQUOR | NON-DEPARTMENTAL | 449.87 |
| | 6/11/21 | MIX | LIQUOR | NON-DEPARTMENTAL | 272.00 |
| | 6/11/21 | LIQUOR | LIQUOR | NON-DEPARTMENTAL | 9,037.42 |
| | 6/11/21 | WINE | LIQUOR | NON-DEPARTMENTAL | 2,320.00 |
| | 6/11/21 | MIX | LIQUOR | NON-DEPARTMENTAL | 181.60 |
| | 6/11/21 | LIQUOR | LIQUOR | NON-DEPARTMENTAL | 5,398.07 |
| | 6/11/21 | WINE | LIQUOR | NON-DEPARTMENTAL | 642.74 |
| | 6/11/21 | MIX | LIQUOR | NON-DEPARTMENTAL | 58.80 |
| | 6/11/21 | FREIGHT | LIQUOR | O-SOURCE MISC | 72.26 |
| | 6/11/21 | FREIGHT | LIQUOR | O-SOURCE MISC | 28.74 |
| | 6/11/21 | FREIGHT | LIQUOR | O-SOURCE MISC | 141.78 |
| | 6/11/21 | FREIGHT | LIQUOR | O-SOURCE MISC | 82.81 |
| | 6/11/21 | FREIGHT | LIQUOR | O-SOURCE MISC | 109.13 |

| VENDOR SORT KEY | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|---|
| | 6/11/21 | FREIGHT | LIQUOR | O-GEN MISC | 19.00 |
| | | | | TOTAL: | 24,049.67 |
| PLUNKETTS PEST CONTROL INC | 6/11/21 | GENERAL PEST CONTROL PROGR | LIQUOR | O-GEN MISC | 80.91 |
| | | | | TOTAL: | 80.91 |
| BRIAN POWERS | 6/11/21 | MONTHLY BOILER CHECK-MAY | MEMORIAL AUDITORIU | MEMORIAL AUDITORIUM | 310.00 |
| | | | | TOTAL: | 310.00 |
| PRAIRIE LAND TREES INC | 6/11/21 | ARBOR DAY TREE | RECREATION | TREE REMOVAL | 89.00 |
| | 6/11/21 | THEATER LANDSCAPING | ECONOMIC DEV AUTHO | BUSINESS DEVELOPMENT | 2,550.00 |
| | | | | TOTAL: | 2,639.00 |
| PRECISION LAWN+ | 6/11/21 | LAWN CARE | MEMORIAL AUDITORIU | MEMORIAL AUDITORIUM | 600.00 |
| | | | | TOTAL: | 600.00 |
| DAN PROBST | 6/11/21 | GAS FOR LADDER TRUCK | GENERAL FUND | FIRE ADMINISTRATION | 20.00 |
| | | | | TOTAL: | 20.00 |
| QUADIENT LEASING USA, INC | 6/11/21 | LEASE PAYMENT | DATA PROCESSING | COPIER/FAX | 502.08 |
| | | | | TOTAL: | 502.08 |
| QUARNSTROM & DOERING P A | 6/11/21 | LUTTERMAN ASSMT APPEAL | GENERAL FUND | CITY ATTORNEY | 427.50 |
| | 6/11/21 | ZONING/SPECIAL USE PERMIT | GENERAL FUND | CITY ATTORNEY | 660.00 |
| | 6/11/21 | LUTTERMAN ASSMT APPEAL | IMPROVEMENT CONST | W GATEWAY DR SANITARY | 258.75 |
| | | | | TOTAL: | 1,346.25 |
| RACOM CORP | 6/11/21 | CONTRACT COVERAGE-JUNE | GENERAL FUND | POLICE ADMINISTRATION | 538.38 |
| | | | | TOTAL: | 538.38 |
| RADIO WORKS LLC | 6/11/21 | SIGN IN PACKAGE | GENERAL FUND | OTHER GEN GOVT MISC | 500.00 |
| | 6/11/21 | 2021 PPP GIVEAWAY | LIQUOR | O-GEN MISC | 500.00 |
| | 6/11/21 | 2021 MN TWINS SPONSORSHIP | LIQUOR | O-GEN MISC | 250.00 |
| | | | | TOTAL: | 1,250.00 |
| RED BULL DISTRIBUTION COMPANY INC | 6/11/21 | MIX | LIQUOR | NON-DEPARTMENTAL | 193.00 |
| | | | | TOTAL: | 193.00 |
| RESCO | 6/11/21 | STREET LIGHT CONNECTORS | ELECTRIC | FA DISTR ST LITE & SIG | 142.93 |
| | 6/11/21 | JBS SWITCHGEAR | ELECTRIC | FA IMPROVE OTHER THAN | 162,356.00 |
| | | | | TOTAL: | 162,498.93 |
| ROUND LAKE VINEYARDS & WINERY LLC | 6/11/21 | WINE | LIQUOR | NON-DEPARTMENTAL | 432.00 |
| | 6/11/21 | WINE | LIQUOR | NON-DEPARTMENTAL | 108.00 |
| | | | | TOTAL: | 540.00 |
| RUNNINGS SUPPLY INC-ACCT#9502440 | 6/11/21 | ABSORBENT, GRASS SEED | ELECTRIC | M-DISTR UNDERGRND LINE | 191.65 |
| | | | | TOTAL: | 191.65 |
| RUNNINGS SUPPLY INC-ACCT#9502485 | 6/11/21 | HOT BOX VALVE BALL | GENERAL FUND | PAVED STREETS | 11.49 |
| | 6/11/21 | PAINT MACHINE | GENERAL FUND | SIGNS AND SIGNALS | 11.98 |
| | 6/11/21 | FILTERS | GENERAL FUND | CENTER FOR ACTIVE LIVI | 9.98 |
| | 6/11/21 | PLUMBING SUPPLIES | RECREATION | SOCCER COMPLEX | 7.45 |
| | 6/11/21 | TRASH CAN ANCHORS | RECREATION | PARK AREAS | 52.99 |
| | 6/11/21 | SHOPE HHOSE & REEL | RECREATION | PARK AREAS | 61.98 |
| | 6/11/21 | OIL-WEEDEATERS | RECREATION | PARK AREAS | 32.28 |

| VENDOR SORT KEY | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|---|
| | 6/11/21 | FLOWERS-10TH STREET | RECREATION | PARK AREAS | 119.94 |
| | 6/11/21 | 10TH ST FLOWERS | RECREATION | PARK AREAS | 49.98 |
| | 6/11/21 | ELECTRIC CORDS | RECREATION | PARK AREAS | 54.98 |
| | 6/11/21 | SPRAY STORM PONDS | STORM WATER MANAGE | STORM DRAINAGE | 36.99 |
| | 6/11/21 | STORM POND SPRAY | STORM WATER MANAGE | STORM DRAINAGE | 14.99 |
| | 6/11/21 | STORM SEWER REPAIR | STORM WATER MANAGE | STORM DRAINAGE | 115.95 |
| | 6/11/21 | SWEEPER REPAIR | STORM WATER MANAGE | STREET CLEANING | 30.37 |
| | 6/11/21 | SWEEPER | STORM WATER MANAGE | STREET CLEANING | 14.98 |
| | 6/11/21 | #408 SWEEPER | STORM WATER MANAGE | STREET CLEANING | 5.07 |
| | 6/11/21 | #413 SWEEPER DOOR | STORM WATER MANAGE | STREET CLEANING | 6.91 |
| | 6/11/21 | MISC SUPPLIES | LIQUOR | O-GEN MISC | 146.11 |
| | 6/11/21 | MISC SUPPLIES | LIQUOR | O-GEN MISC | 13.35 |
| | 6/11/21 | AIRPORT | AIRPORT | O-GEN MISC | 5.00- |
| | | | | TOTAL: | 792.77 |
| S & M WINDOWS | 6/11/21 | MOWING-921 DIAGONAL, 1102 | GENERAL FUND | CODE ENFORCEMENT | 80.00 |
| | | | | TOTAL: | 80.00 |
| SCHAAP SANITATION | 6/11/21 | MONTHLY SERVICE | GENERAL FUND | GENERAL GOVT BUILDINGS | 152.98 |
| | 6/11/21 | MONTHLY SERVICE | GENERAL FUND | FIRE ADMINISTRATION | 53.00 |
| | 6/11/21 | MONTHLY SERVICE | GENERAL FUND | PAVED STREETS | 284.79 |
| | 6/11/21 | SPRING CLEANUP | GENERAL FUND | TRASH PICKUP | 30,000.00 |
| | 6/11/21 | MONTHLY SERVICE | MEMORIAL AUDITORIU | MEMORIAL AUDITORIUM | 40.58 |
| | 6/11/21 | MONTHLY SERVICE | RECREATION | SOCCER COMPLEX | 328.68 |
| | 6/11/21 | MONTHLY SERVICE | RECREATION | PARK AREAS | 284.78 |
| | 6/11/21 | MONTHLY SERVICE | RECREATION | OLSON PARK CAMPGROUND | 490.88 |
| | 6/11/21 | MONTHLY SERVICE | WATER | O-DISTR MISC | 80.88 |
| | 6/11/21 | MONTHLY SERVICE | MUNICIPAL WASTEWAT | O-PURIFY MISC | 283.43 |
| | 6/11/21 | MONTHLY SERVICE | ELECTRIC | O-DISTR MISC | 77.09 |
| | 6/11/21 | MONTHLY SERVICE | AIRPORT | O-GEN MISC | 100.44 |
| | 6/11/21 | SOLID WASTE MANAGEMENT-APR | GARBAGE COLLECTION | SOLID WASTE/RECYCLE | 70,587.20 |
| | 6/11/21 | SOLID WASTE MANAGEMENT-APR | GARBAGE COLLECTION | SOLID WASTE/RECYCLE | 14,220.67 |
| | 6/11/21 | SOLID WASTE MANAGEMENT-APR | GARBAGE COLLECTION | SOLID WASTE/RECYCLE | 1,628.99- |
| | 6/11/21 | SOLID WASTE MANAGEMENT-APR | GARBAGE COLLECTION | CODE ENFORCEMENT | 4,546.25 |
| | | | | TOTAL: | 119,902.66 |
| SCHWALBACH ACE HARDWARE-5930 | 6/11/21 | FASTENERS | GENERAL FUND | PAVED STREETS | 2.89 |
| | 6/11/21 | OFFICE | GENERAL FUND | PAVED STREETS | 5.18 |
| | 6/11/21 | FILTER | GENERAL FUND | CENTER FOR ACTIVE LIVI | 4.99 |
| | 6/11/21 | LIGHT BULB | MEMORIAL AUDITORIU | MEMORIAL AUDITORIUM | 13.98 |
| | 6/11/21 | LIGHT BULB | MEMORIAL AUDITORIU | MEMORIAL AUDITORIUM | 9.99 |
| | 6/11/21 | FURNACE FILTER | MEMORIAL AUDITORIU | MEMORIAL AUDITORIUM | 94.43 |
| | 6/11/21 | BEACH BOUNDARY | RECREATION | SWIMMING BEACHES | 15.54 |
| | 6/11/21 | BUSS FIELD | RECREATION | SOCCER COMPLEX | 8.99 |
| | 6/11/21 | BENCH ANCHORS | RECREATION | PARK AREAS | 52.99 |
| | 6/11/21 | BENCH ANCHORS | RECREATION | PARK AREAS | 34.99 |
| | 6/11/21 | DUST PAN CENT SHELTER | RECREATION | PARK AREAS | 6.99 |
| | 6/11/21 | BEACH RESTROOM | RECREATION | PARK AREAS | 2.59 |
| | 6/11/21 | BEACH RESTROOMS | RECREATION | PARK AREAS | 19.99 |
| | 6/11/21 | FURNACE FILTERS | AIRPORT | O-GEN MISC | 12.48 |
| | | | | TOTAL: | 286.02 |
| SHORT ELLIOTT HENDRICKSON INC | 6/11/21 | STRM SEWER REHAB CS | RECREATION | FIELD HOUSE | 292.63 |
| | 6/11/21 | OXFORD ST RECON& TAP TRAIL | IMPROVEMENT CONST | OXFORD STREET RECON | 36,895.40 |
| | 6/11/21 | 10TH AVE BRIDGE IMPROVEMEN | IMPROVEMENT CONST | 10TH AVE BRIDGE & ST R | 1,985.04 |
| | | | | TOTAL: | 39,173.07 |

| VENDOR SORT KEY | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|---|
| SMALL LOT MN LLC | 6/11/21 | WINE | LIQUOR | NON-DEPARTMENTAL | 768.00 |
| | 6/11/21 | FREIGHT | LIQUOR | O-SOURCE MISC | 18.00 |
| | | | | TOTAL: | 786.00 |
| SOUTHERN GLAZER'S WINE AND SPIRITS LL | 6/11/21 | LIQUOR | LIQUOR | NON-DEPARTMENTAL | 13,089.72 |
| | 6/11/21 | WINE | LIQUOR | NON-DEPARTMENTAL | 1,516.52 |
| | 6/11/21 | LIQUOR | LIQUOR | NON-DEPARTMENTAL | 2,334.01 |
| | 6/11/21 | MIX | LIQUOR | NON-DEPARTMENTAL | 133.52 |
| | 6/11/21 | WINE | LIQUOR | NON-DEPARTMENTAL | 818.00 |
| | 6/11/21 | LIQUOR | LIQUOR | NON-DEPARTMENTAL | 11,761.62 |
| | 6/11/21 | WINE | LIQUOR | NON-DEPARTMENTAL | 1,165.28 |
| | 6/11/21 | LIQUOR | LIQUOR | NON-DEPARTMENTAL | 240.00- |
| | 6/11/21 | FREIGHT | LIQUOR | O-SOURCE MISC | 142.70 |
| | 6/11/21 | FREIGHT | LIQUOR | O-SOURCE MISC | 3.70 |
| | 6/11/21 | FREIGHT | LIQUOR | O-SOURCE MISC | 46.25 |
| | 6/11/21 | FREIGHT | LIQUOR | O-SOURCE MISC | 33.22 |
| | 6/11/21 | FREIGHT | LIQUOR | O-SOURCE MISC | 11.10 |
| | 6/11/21 | FREIGHT | LIQUOR | O-SOURCE MISC | 31.45 |
| | 6/11/21 | FREIGHT | LIQUOR | O-SOURCE MISC | 212.75 |
| | 6/11/21 | FREIGHT | LIQUOR | O-SOURCE MISC | 35.15 |
| | | | | TOTAL: | 31,094.99 |
| SOUTHWEST MINNESOTA HOUSING PARTNERSHI | 6/11/21 | SOUTHWEST MINNESOTA HOUSIN | NEWCASTLE TOWNHOME | SW MN HOUSING | 38.81 |
| | 6/11/21 | SOUTHWEST MINNESOTA HOUSIN | NEWCASTLE TOWNHOME | SW MN HOUSING | 39.97 |
| | | | | TOTAL: | 78.78 |
| ST LOUIS MRO, INC | 6/11/21 | DRUG SCREEN COLLECTION | WATER | O-DISTR MISC | 25.00 |
| | 6/11/21 | DRUG SCREEN COLLECTION | MUNICIPAL WASTEWAT | O-SOURCE MAINS & LIFTS | 25.00 |
| | 6/11/21 | DRUG SCREEN COLLECTION | ELECTRIC | O-DISTR MISC | 25.00 |
| | | | | TOTAL: | 75.00 |
| TDS MEDIA DIRECT INC | 6/11/21 | NORWOOD & DAYS INN DIRECTO | LIQUOR | O-GEN MISC | 498.00 |
| | | | | TOTAL: | 498.00 |
| THOMSON REUTERS - WEST | 6/11/21 | WEST INFORMATION CHARGES | GENERAL FUND | POLICE ADMINISTRATION | 248.88 |
| | | | | TOTAL: | 248.88 |
| TRENTON J STOYKE | 6/11/21 | MATS-CITY OFFICES | GENERAL FUND | GENERAL GOVT BUILDINGS | 60.80 |
| | | | | TOTAL: | 60.80 |
| VEOLIA WATER NORTH AMERICA | 6/11/21 | O&M CONTRACT OPERATIONS | INDUSTRIAL WASTEWA | O-PURIFY MISC | 53,749.50 |
| | | | | TOTAL: | 53,749.50 |
| VERIZON WIRELESS | 6/11/21 | WIRELESS SERVICE | GENERAL FUND | POLICE ADMINISTRATION | 669.06 |
| | 6/11/21 | WIRELESS SERVICE | GENERAL FUND | POLICE ADMINISTRATION | 584.49 |
| | 6/11/21 | WIRELESS SERVICE | GENERAL FUND | SECURITY CENTER | 62.68 |
| | 6/11/21 | WIRELESS SERVICE | GENERAL FUND | SECURITY CENTER | 62.68 |
| | 6/11/21 | WIRELESS SERVICE | GENERAL FUND | ANIMAL CONTROL ENFORCE | 41.80 |
| | 6/11/21 | WIRELESS SERVICE | GENERAL FUND | ANIMAL CONTROL ENFORCE | 35.01 |
| | 6/11/21 | WIRELESS SERVICE | GENERAL FUND | CODE ENFORCEMENT | 41.80 |
| | 6/11/21 | WIRELESS SERVICE | GENERAL FUND | CODE ENFORCEMENT | 35.01 |
| | | | | TOTAL: | 1,532.53 |
| VINOCOPIA INC | 6/11/21 | LIQUOR | LIQUOR | NON-DEPARTMENTAL | 75.10- |
| | 6/11/21 | LIQUOR | LIQUOR | NON-DEPARTMENTAL | 1,370.13 |
| | 6/11/21 | WINE | LIQUOR | NON-DEPARTMENTAL | 664.00 |

| VENDOR SORT KEY | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|---|
| | 6/11/21 | MIX | LIQUOR | NON-DEPARTMENTAL | 240.00 |
| | 6/11/21 | FREIGHT | LIQUOR | O-SOURCE MISC | 35.00 |
| | | | | TOTAL: | 2,234.03 |
| VISU-SEWER INC | 6/11/21 | CD12 DIVERSION STRUCTURE | STORM WATER MANAGE | PROJECT #28 | 117,135.00 |
| | | | | TOTAL: | 117,135.00 |
| WALKER ELECTRIC LLC | 6/11/21 | INSTALL DRU | ELECTRIC | FA DISTR METERS | 81.00 |
| | | | | TOTAL: | 81.00 |
| WESCO RECEIVABLES CORP | 6/11/21 | TRAFFIC CONES | ELECTRIC | O-DISTR MISC | 368.54 |
| | | | | TOTAL: | 368.54 |
| WINE MERCHANTS | 6/11/21 | WINE | LIQUOR | NON-DEPARTMENTAL | 362.00 |
| | 6/11/21 | WINE | LIQUOR | NON-DEPARTMENTAL | 1,483.34 |
| | 6/11/21 | FREIGHT | LIQUOR | O-SOURCE MISC | 5.07 |
| | 6/11/21 | FREIGHT | LIQUOR | O-SOURCE MISC | 45.63 |
| | | | | TOTAL: | 1,896.04 |
| WORTHINGTON CABLE 3 TV PUBLIC ACCESS | 6/11/21 | FRANCHISE FEE PYMT-VAST | CABLE TELEVISION | CABLE | 20,141.58 |
| | | | | TOTAL: | 20,141.58 |
| WORTHINGTON FOOTWEAR & REPAIR | 6/11/21 | SAEFTY BOOTS | GENERAL FUND | ENGINEERING ADMIN | 200.00 |
| | 6/11/21 | SAFETY BOOTS | GENERAL FUND | PAVED STREETS | 166.40 |
| | | | | TOTAL: | 366.40 |
| WORTHINGTON HOTEL GROUP LLC | 6/11/21 | EVENT CENTER UTILITIES | EVENT CENTER | EVENT CENTER | 2,152.10 |
| | | | | TOTAL: | 2,152.10 |
| WORTHINGTON REGIONAL ECON DEV CORP | 6/11/21 | MAY DUES | ECONOMIC DEV AUTHO | MISC INDUSTRIAL DEVELO | 3,583.33 |
| | 6/11/21 | JUNE DUES | ECONOMIC DEV AUTHO | MISC INDUSTRIAL DEVELO | 3,583.33 |
| | | | | TOTAL: | 7,166.66 |
| WORTHINGTON TOWNSHIP | 6/11/21 | ANNEXED TAXABLE PROPERTY | ECONOMIC DEV AUTHO | MISC HOUSING DEVELOPME | 186.12 |
| | 6/11/21 | ANNEXED TAXABLE PROPERTY | ELECTRIC | O-DISTR MISC | 186.13 |
| | | | | TOTAL: | 372.25 |
| ZABINSKI BUSINESS SERVICES INC | 6/11/21 | DATACAP MERCHANGE CHANGE | LIQUOR | O-GEN MISC | 106.88 |
| | | | | TOTAL: | 106.88 |

VENDOR SORT KEY DATE DESCRIPTION FUND DEPARTMENT AMOUNT_

| | FUND TOTALS | |
|---|---|---|
| 101 | GENERAL FUND | 134,233.65 |
| 202 | MEMORIAL AUDITORIUM | 1,996.98 |
| 214 | EVENT CENTER | 2,152.10 |
| 229 | RECREATION | 240,152.28 |
| 231 | ECONOMIC DEV AUTHORITY | 198,873.03 |
| 321 | PIR/TRUNKS | 32.50 |
| 401 | IMPROVEMENT CONST | 244,733.47 |
| 428 | NEWCASTLE TOWNHOMES | 78.78 |
| 431 | AQUATIC CENTER FACILITY | 352.50 |
| 601 | WATER | 74,303.27 |
| 602 | MUNICIPAL WASTEWATER | 20,254.18 |
| 604 | ELECTRIC | 168,588.63 |
| 605 | INDUSTRIAL WASTEWATER | 82,011.30 |
| 606 | STORM WATER MANAGEMENT | 124,155.57 |
| 609 | LIQUOR | 265,092.21 |
| 612 | AIRPORT | 2,100.39 |
| 702 | DATA PROCESSING | 3,190.66 |
| 703 | SAFETY PROMO/LOSS CTRL | 327,407.40 |
| 872 | CABLE TELEVISION | 20,141.58 |
| 873 | GARBAGE COLLECTION | 87,769.66 |
| 878 | WASTE MANAGEMENT COLL | 7,274.00 |
| | GRAND TOTAL: | 2,004,894.14 |