



**WILLMAR CITY COUNCIL MEETING**

**TUESDAY, JUNE 20, 2023 @ 6:30 PM**

**WILLMAR MUNICIPAL UTILITIES**

**700 LITCHFIELD AVE SW, WILLMAR MINNESOTA**

**ALSO AVAILABLE BY ELECTRONIC MEANS FOR REMOTE COUNCIL MEMBERS**

**AGENDA**

1. Call Meeting to Order
2. Roll Call
3. Pledge of Allegiance
4. Proposed Additions or Deletions to Agenda
5. Consent Items  
Approve:
  - A. City Council Minutes of June 5, 2023
  - B. City Council Work Session Minutes of June 12, 2023
  - C. Planning Commission Minutes May 17, 2023
  - D. Planning Commission "Draft" Minutes June 7, 2023
  - E. Municipal Utilities Commission Minutes of June 12, 2023
  - F. Accounts Payable Report 05-31-23 Thru 06-13-23
  - G. Consider accepting Age-Friendly Minnesota Grant
  - H. Kuepers Minor SubdivisionInformation:
  - I. Rice Hospital Board Application - Joyce Elkjer-Sundberg
  - J. Building Report May 2023
6. Approve Consent Agenda Items
7. Items Removed from Consent Agenda
8. Open Forum (Individuals Limited to Three (3) Minutes)
9. Willmar Fest Royalty
  - A. Presentation: Willmar Fests Royalty - James Miller
10. Public Hearing:
  - A. Public Hearing for Willmar Municipal Land Sale
  - B. Public Hearing for GB-2 Rezone
  - C. Public Hearing to Remove Parking Minimums
11. Regular Business
  - A. Authorize sale of GO Improvement Bonds 2023A

- B. 2024 Budget Calendar
  - C. Consider amendment to Social Media Policy
  - D. Consideration of Sale of THC Product License- Mohammed Hasee LLC dba Mr. Smoke
  - E. Accepting Willmar Area Community Foundation Grant Funds
  - F. Planning & Development Grant Updates
  - G. Short Term Rentals
  - H. City of Willmar Rebranding Proposal
  - I. Set the Public Hearing to Create the Industrial 3 District & Rezone Land into the Industrial 3 District
  - J. Willmar Wye Easement
12. "Community Pride" Announcements
13. Adjourn to Closed Session
- A. Land Sale Discussion Parcel 95-921-5690
  - B. Land Sale Offer
14. Adjourn



**WILLMAR CITY COUNCIL PROCEEDINGS**  
**BOARD ROOM**  
**HEALTH AND HUMAN SERVICES BUILDING**  
**WILLMAR, MINNESOTA**

June 5, 2023  
6:30 p.m.

The regular meeting of the Willmar City Council was called to order by Mayor Douglas Reese. Members present on a roll call were Mayor Douglas Reese, Council Members Justin Ask, Audrey Nelsen, Vicki Davis, Carl Shuldes, Thomas Butterfield, Julie Asmus, and Rick Fagerlie. Present 8, Absent 1. Council Member O'Brien was excused from the meeting.

Also present were City Administrator Leslie Valiant, City Operations Director Kyle Box, Police Chief Jim Felt, Interim Finance Director Bill Fenske, Public Works Director Gary Manzer, Planning and Development Services Director Justice Walker, Community Growth Director Pablo Obregon, City Clerk Judy Thompson and City Attorney Robert Scott.

Additions/deletions to the agenda included: Council Member Nelsen asked that an update on the various street improvement projects be added to the agenda.

Council Member Ask moved to approve the agenda, as amended. Council Member Nelsen seconded the motion, which carried unanimously.

Council Member Butterfield inquired about a discussion of stop signs, reducing speed limits on various streets, and ARPA funds be placed on a future agenda.

City Clerk Thompson reviewed the consent agenda.

- A. City Council Minutes of May 15, 2023
- B. Planning Commission Minutes May 3, 2023
- C. CVB Minutes of April 18, 2023
- D. Police Commission Minutes of May 12, 2023
- E. Municipal Utilities Commission Minutes of May 22, 2023
- F. Parks and Recreation Minutes of April 19, 2023
- G. Accounts Payable Report, 05-10-23 Thru 05-30-23
- H. Consideration of State 1 Day to 4 Day Temporary On-Sale Liquor License Permit-Foxhole Brewhouse Inc.
- I. **Resolution No. 2023-089 Accept State of Minnesota Airport Maintenance and Operation Grant**
- J. MOU -LELS contract Corrections
- K. **Resolution No. 2023-090 Cardinal Arena Zamboni Roof Repair**
- L. **Resolution No. 2023-091 Approve Public Works Sand Pro Purchase; Resolution No. 2023-092 Re-Appropriating Funds for Sand Pro Purchase**
- M. **Resolution No. 2023-093 2023 Pavement Marking Project**
- N. **Resolution No. 2023-094 Fitness Park Installation Agreement - Dynamic Resources Inc.**
- O. **Resolution No. 2023-095 Approving a Labor Agreement Between the City of Willmar and the ASFCME Public Works Unit.**

Council Member Ask offered a motion to approve the consent agenda. Council Member Nelsen asked that Item O. be removed for discussion. Council Member Davis seconded the motion to approve the consent agenda, with the removal of Item O., which carried on a roll call vote of Ayes 7, Noes 0.

Council Member Nelsen asked for summary of the changes in the contract. City Administrator Valiant reviewed the changes with the Mayor and Council.

Following summary, Council Member Nelsen offered a motion to approve Item O. Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Patrick Thibault, Willmar, addressed the Mayor and Council during the Open Forum and spoke regarding fireworks throughout the City, effects on people with PTSD, pets, and people needing to get up for work early, and his desire to have notices to citizens placed on social media, etc. notifying residents of upcoming events displaying fireworks.

At 6:45 p.m. Mayor Reese opened the public hearing for the proposed sale of Industrial Park land to MB Rail Subsidiary. Planning and Development Services Director Walker, Economic Development Commission (EDC) Executive Director Aaron Backman, and representatives from MB Rail presented various details of the proposed sale.

Mike Anderson, State Representative, inquired if this item was let out for public bid.

EDC Executive Director Aaron Backman stated the process used and recommended a private company (MB Rail) own and manage this rail park.

David Peterson asked about the secondary track to service the businesses.

EDC Executive Director Backman stated his recommendation is to have a private company service and manage this which would be more cost effective in the long run.

There being no others to speak for or against the proposed sale, Mayor Reese closed the public hearing at 7:04 p.m. and opened it up for discussion from the Council.

Following discussion, Council Member Davis offered a motion to adopt, assign a number, and publish **Ordinance No. 1498 Authorizing the Sale of Real Property to MB Rail Subsidiary**. Council Member Nelsen seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Due to the length and cost of publishing the entire ordinance, Council Member Ask offered a motion to publish by summary **Ordinance No. 1498 Authorizing the Sale of Real Property to MB Rail Subsidiary**. Council Member Asmus seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Council Member Asmus offered a motion to approve the purchase agreement with MB Rail. Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

City Administrator Valiant introduced the new Central Community Transit (CCT) Executive Director Amy Nieland to the Mayor and Council.

Mayor Reese and Council welcomed Ms. Nieland to her new position.

MNDOT representative Phillip DeSchepper presented the Highway 12 plan to the Mayor and Council. It was noted this is a lengthy process and construction would potentially not begin until 2030.

Council had several questions/concerns that were shared with Mr. DeSchepper and MNDOT will do more research and report back to Council at a later date. One of the main concerns was the proposed removal of the stoplight at 10th Street Southwest.

City Administrator Valiant presented a request to re-schedule the regular scheduled June 19, 2023, Council meeting to Tuesday, June 20, 2023, due to recent legislative approval of designating Juneteenth an official state holiday effective June 19, 2023. Ms. Valiant noted the meeting will be held at the Willmar Municipal Utilities Auditorium.

Council Member Fagerlie offered a motion to approve staff's request. Council Member Butterfield seconded the motion, which carried unanimously.

City Administrator Valiant presented a request to discuss rescheduling the July 3, 2023, Council meeting.

Following discussion, Council Member Nelsen offered a motion to keep the meeting scheduled for July 3, 2023, and have it start at 5:30 p.m. rather than 6:30 p.m. Council Member Davis seconded the motion, which carried unanimously.

Council Member Ask asked if the June 12, 2023, Council Work Session would be broadcast live so citizens could observe the meeting. City Administrator Valiant stated the work session will be held at the Municipal Utilities Auditorium therefore, it would be broadcast live.

Information Systems Coordinator Jonah Johnson presented a request to approve the one-time purchase of network/server equipment from Tech Check using ARPA funds.

**Resolution No. 2023-096 Authorizing Execution of a Contract with Tech Check** was introduced by Council Member Fagerlie. Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Information Systems Coordinator Jonah Johnson presented a request to approve the one-time purchase of network/server equipment from B & H Photo, Video, Pro Audio using ARPA funds.

**Resolution No. 2023-097 Authorizing Execution of a Contract with B & H Photo, Video, Pro Audio** was introduced by Council Member Fagerlie. Council Member Ask seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Information Systems Coordinator Jonah Johnson presented a request to approve the one-time purchase of phone system equipment from West Central Technology using ARPA funds.

**Resolution No. 2023-098 Authorizing Execution of a Contract with West Central Technology** was introduced by Council Member Ask. Council Member Asmus seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Public Works Director Manzer and contracted City Engineer Jared Voge gave updates on the various street projects: 2nd Street SE – sanitary sewer repair to be done this week and final wear course will be done next week; 2023 Projects – going well; Block 22 & Sunrise Path Project – moving forward; 23rd Street SE Project – started today; updates on all projects will be available on the City's website; staff has been working on repairing potholes; lawn mowing of lots.

Contracted City Engineer Jared Voge presented a request to approve Change Order No. 1 to Project No. 2304 - Block 22 and Sunrise Path Improvements to include the Sunrise Parking Lot Project with Joe Riley Construction in the amount of \$27,362.40.

Following discussion, **Resolution No. 2023-099 Accepting Change Order No. 1 for Project No. 2304** was introduced by Council Member Fagerlie. Council Member Asmus seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Contracted City Engineer Jared Voge presented a request to adopt the amended budget for Project No. 2304 in the amount of \$479,395.

**Resolution No. 2023-100 Project No. 2304 As-Bid Budget Amended Total Cost \$479,395** was introduced by Council Member Fagerlie. Council Member Ask seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Contracted City Engineer Jared Voge presented a request to approve Change Order No. 1 for the Epitopix IBDPI Sanitary Sewer and Watermain Project in the amount of \$126,274.38.

**Resolution No. 2023-101 Accepting Change Order No. 1 for the Epitopix IBDPI Sanitary Sewer and Watermain Project** was introduced by Council Member Fagerlie. Council Member Nelsen seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Public Works Director Manzer presented a request to enter into an agreement with Bolton and Menk, Inc. for the Trott Avenue Regional Stormwater Pond Professional Services in the amount of \$87,830.

Following discussion, **Resolution No. 2023-102 Awarding Engineering Professional Services: Trott Avenue Regional Stormwater Pond to Bolton and Menk, Inc. in the Amount of \$87,830** was introduced by Council Member Fagerlie. Council Member Asmus seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

EDC Executive Director Aaron Backman presented a request to enter into a professional services agreement with Bolton & Menk, Inc. for design and construction services of the TH 40 Turn Lane Improvements Project in the amount of \$208,895.

Following discussion, **Resolution No. 2023-103 Accept Bolton & Menk Professional Services – TH 40 Turn Lane Improvements** was introduced by Council Member Asmus. Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Planning and Development Services Director Walker presented a request to introduce an ordinance to sell property owned by Willmar Municipal Utilities to Chaw's Asian Market and set public hearing for June 20, 2023. It was noted this item will be presented to the Planning Commission for approval on June 7, 2023.

Following discussion, Council Member Asmus offered a motion to **introduce an Ordinance Authorizing the Sale of Real Property to Chaw's Asian Market, LLC**, and set a public hearing for June 20, 2023, at 6:30 p.m. or as soon thereafter as possible, pending Planning Commission approval. Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Planning and Development Services Director Walker presented a request to introduce an ordinance to establish a General Business 2 (GB2) District in the City and requested setting the public hearing for June 20, 2023. It was noted Planning Commission has approved the amendment to the Zoning Ordinance.

Following a lengthy discussion, Council Member Davis offered a motion to **introduce an Ordinance Amending No. 1060 Known as the Willmar Zoning Ordinance by Amending Section 6 to Create Section 6.R.**, and set a public hearing for June 20, 2023, at 6:30 p.m. or as soon thereafter as possible. Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 6, Noes 1. Council Member Nelsen voted "no".

Due to the length and cost of publishing the entire ordinance, Council Member Davis offered a motion to publish by summary an **Ordinance Amending No. 1060 Known as the Willmar Zoning Ordinance by Amending Section 6 to Create Section 6.R.** Council Member Asmus seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Planning and Development Services Director Walker presented a request to introduce an ordinance amending Section 4 of the Willmar Zoning Ordinance relating to parking and loading. It was requested to set a public hearing for June 20, 2023. It was noted Planning Commission has approved said request.

Following discussion, Council Member Asmus offered a motion to **introduce an Ordinance Amending No. 1060, Known as the Willmar Zoning Ordinance by Amending Section 4 Relating to Parking and Loading**, and set a public hearing for June 20, 2023, at 6:30 p.m. or as soon thereafter as possible. Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Due to the length and cost of publishing the entire ordinance, Council Member Asmus offered a motion to publish by summary an **Ordinance Amending No. 1060 Known as the Willmar Zoning Ordinance by Amending Section 4 Relating to Parking and Loading**. Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Council Member Fagerlie offered the following comments: Baseball Boosters will be hosting a youth baseball tournament this weekend for ages 9–14. There will be 64 teams participating.

Council Member Nelsen offered a motion to adjourn the meeting, with Council Member Fagerlie seconding the motion, which carried. The meeting adjourned at 8:37 p.m.

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
SECRETARY TO THE COUNCIL

#### RESOLUTION NO. 2023-089

#### A RESOLUTION AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTION AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT

Motion By: Ask

Second By: Davis

BE IT RESOLVED by the **City of Willmar** as follows:

1. That the state of Minnesota Contract Number **1053342**,  
“Airport Maintenance and Operation Grant Contract,” at the **Willmar Municipal Airport**  
is accepted.
2. That the Mayor and the City Administrator are authorized to execute this Contract and  
any amendments on behalf of the **City of Willmar**.

Dated this 5<sup>th</sup> day of June, 2023

\_\_\_\_\_  
/s/ Douglas E. Reese  
Mayor

Attest:

\_\_\_\_\_  
/s/ Judy R. Thompson  
City Clerk

**RESOLUTION NO. 2023-090**

**RESOLUTION APPROVING THE QUOTE FROM WEST CENTRAL ROOFING IN THE AMOUNT OF \$11,679.15 TO REPAIR THE CARDINAL ARENA ZAMBONI ROOF**

Motion By: Ask

Second By: Davis

BE IT RESOLVED by the City Council of the City of Willmar to approve the quote from West Central Roofing in the amount of \$11,679.15 to repair the Cardinal Zamboni roof.

Dated this 5th day of June 2023

/s/ Douglas E. Reese  
MAYOR

Attest:

/s/ Judy R. Thompson  
CITY CLERK

**RESOLUTION NO. 2023-091**

**A RESOLUTION APPROVING THE PURCHASE OF A TORO SAND PRO 6040 FIELD GROOMER IN THE AMOUNT OF \$43,190.21.**

Motion By: Ask

Second By: Davis

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, the purchase of a Toro Sand Pro 6040 Field Groomer is accepted from MTI Distributing through Minnesota State Contract No. 224320, and be it further resolved the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidder for the terms and consideration of the contract in the amount of \$43,190.21.

Dated this 5th day of June, 2023

/s/ Douglas E. Reese  
Mayor

Attest:

/s/ Judy R. Thompson  
City Clerk

**RESOLUTION NO. 2023-092**

**REAPPROPRIATING FUNDS FROM PUBLIC WORKS KUBOTA MOWERS TO THE PUBLIC WORKS GOLF CART PURCHASE FOR THE AMOUNT OF \$3,190.21.**

Motion By: Ask

Second By: Davis

BE IT RESOLVED by the City Council of the City of Willmar, to re-appropriate \$3,190.21 from the Public Works Kubota Mowers purchase to the Public Works Toro Sand Pro purchase.

BE IT FURTHER RESOLVED by the City Council of the City of Willmar to authorize the Finance Director to amend the Capital Improvement Fund Budget as follows:

Decrease:        Public Works Kubota Mowers amount.        \$3,190.21

Increase:        Public Works Toro Sand Pro amount,        \$3,190.21

Dated this 5th day of June, 2023

/s/ Douglas E. Reese  
Mayor

Attest:

/s/ Judy R. Thompson  
City Clerk

**RESOLUTION NO. 2023-093**

**A RESOLUTION AWARDING THE 2023 PAVEMENT MARKING PROJECT TO SIR LINES-A-LOT, LLC.  
IN THE AMOUNT OF \$25,500.**

Motion By: Ask                      Second By: Davis

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the bid of Sir Lines-A-Lot, LLC of Edina, MN for the 2023 Pavement Marking Project is accepted, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidder for the terms and consideration of the contract in the amount of \$25,500.

Dated this 5th day of June, 2023

/s/ Douglas E. Reese  
Mayor

Attest:

/s/ Judy R. Thompson  
City Clerk

**RESOLUTION NO. 2023-094**

**RESOLUTION APPROVING THE AGREEMENT WITH DYNAMIC RESOURCES INC. IN THE AMOUNT  
OF \$32,500 FOR THE INSTALLATION OF THE FITNESS COURT EQUIPMENT,  
MURAL VINYL WRAP, AND TILE FLOOR**

Motion By: Ask                      Second By: Davis

BE IT RESOLVED by the City Council of the City of Willmar to approve the agreement with Dynamic Resources Inc. in the amount of \$32,500 for the installation of the fitness court equipment, mural vinyl wrap, and tile floor.

Dated this 5th day of June 2023

/s/ Douglas E. Reese  
MAYOR

Attest:

/s/ Judy R. Thompson  
CITY CLERK

**RESOLUTION NO. 2023-095**

**APPROVING A LABOR AGREEMENT BETWEEN THE CITY OF WILLMAR  
AND AFSCME PUBLIC WORKS UNIT**

Motion By: Nelsen Second By: Davis

**WHEREAS**, AFSCME PUBLIC WORKS Unit is the exclusive representative for certain City of Willmar employees;

**WHEREAS**, the current labor agreement between the City and AFSCME PUBLIC WORKS Unit expired on December 31, 2022;

**WHEREAS**, the City of Willmar and AFSCME PUBLIC WORKS Unit met and negotiated over the terms of the new labor agreement between the parties;

**WHEREAS**, the parties reached a tentative agreement on the terms of the new labor agreement; and

**WHEREAS**, the Public Employment Relations Act requires that the City of Willmar execute a labor agreement and implement it in the form of a resolution.

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

1. The Labor Agreement and Memorandums of Understanding between the City of Willmar and the AFSCME PUBLIC WORKS Unit for January 1, 2023, through December 31, 2025, are approved.
2. The Mayor and Administrator shall execute the agreement.
3. The City of Willmar shall implement the agreement.

Dated the 5<sup>th</sup> day of June 2023

Approved:

/s/ Douglas E. Reese  
Mayor



Attested:

/s/ Judy R. Thompson  
City Clerk

**RESOLUTION NO. 2023-096**

**RESOLUTION AUTHORIZING EXECUTION  
OF A CONTRACT WITH TECH CHECK**

Motion By: Fagerlie Second By: Davis

BE IT RESOLVED by the City Council of the City of Willmar that the quote from Tech Check for network/server equipment in the amount of \$85,218.69 is accepted.

BE IT FURTHER RESOLVED THAT the City Council of the City of Willmar authorize the use of American Rescue Plan Act (ARPA) funds for this one-time purchase for long-lasting improvements to city infrastructure.

The Mayor and City Administrator are authorized to execute this agreement and any amendments on behalf of the City of Willmar.

Dated this 5<sup>th</sup> day of June, 2023

/s/ Douglas E. Reese  
MAYOR

Attest:

/s/ Judy R. Thompson  
CITY CLERK

**RESOLUTION NO. 2023-097**

**RESOLUTION AUTHORIZING EXECUTION OF  
A CONTRACT WITH B&H PHOTO, VIDEO, PRO AUDIO**

Motion By: Fagerlie Second By: Ask

BE IT RESOLVED by the City Council of the City of Willmar that the quote from B&H Photo, Video, Pro Audio for network/server equipment in the amount of \$9,565.57 is accepted.

BE IT FURTHER RESOLVED THAT the City Council of the City of Willmar authorize the use of American Rescue Plan Act (ARPA) funds for this one-time purchase for long-lasting improvements to city infrastructure.

The Mayor and City Administrator are authorized to execute this agreement and any amendments on behalf of the City of Willmar.

Dated this 5<sup>th</sup> day of June, 2023

/s/ Douglas E. Reese  
MAYOR

Attest:

/s/ Judy R. Thompson  
CITY CLERK

**RESOLUTION NO. 2023-098**

**RESOLUTION AUTHORIZING EXECUTION OF  
A CONTRACT WITH WEST CENTRAL TECHNOLOGY**

Motion By: Ask Second By: Asmus

BE IT RESOLVED by the City Council of the City of Willmar that the quote from West Central Technology for phone system equipment in the amount of \$16,764.02 is accepted.

BE IT FURTHER RESOLVED THAT the City Council of the City of Willmar authorize the use of American Rescue Plan Act (ARPA) funds for this one-time purchase for long-lasting improvements to city infrastructure.

The Mayor and City Administrator are authorized to execute this agreement and any amendments on behalf of the City of Willmar.

Dated this 5<sup>th</sup> day of June, 2023

/s/ Douglas E. Reese  
MAYOR

Attest:

/s/ Judy R. Thompson  
CITY CLERK

**RESOLUTION NO. 2023-099**

**A RESOLUTION ACCEPTING CHANGE ORDER NO. 1 FOR PROJECT NO 2304.**

Motion By: Fagerlie Second By: Asmus

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the Mayor and City Administrator of the City of Willmar are hereby authorized to modify the contract for Project No. 2304 between the City of Willmar and Joe Riley Construction by Change Order No. 1 in the increased amount of \$27,362.40.

Dated this 5<sup>th</sup> day of June, 2023

/s/ Douglas E. Reese  
Mayor

Attest:

/s/ Judy R. Thompson  
City Clerk

**RESOLUTION NO. 2023-100**  
**PROJECT NO. 2304 AS-BID BUDGET AMENDED**  
**TOTAL COST \$479,395**

\*Budget Amounts are Essential

Motion By: Fagerlie Second By: Ask

Code

**PERSONNEL SERVICES**

10\* Salaries Reg. Employees  
11\* Overtime Reg. Employees  
12\* Salaries Temp. Employees  
13\* Employer Pension Contr.  
14\* Employer Ins. Contr.

**TOTAL \$0.00**

**RECEIVABLES**

Assessments Prop Owners \$0  
Community Investment **\$479,395**  
MSA \$0  
MUC \$0  
WTP \$0  
LOST \$0

**TOTAL \$479,395**

**SUPPLIES**

20\* Office Supplies  
21\* Small Tools  
22\* Motor Fuels & Lubricants  
23\* Postage  
24 Mtce. of Equipment  
25 Mtce. of Structures  
26 Mtce. of Other Improvements  
27 Subsistence of Persons  
28 Cleaning & Waste Removal  
29\* General Supplies

**TOTAL \$0.00**

**FINANCING**

GENERAL **\$479,395**  
LOST \$0  
MSA \$0  
WTP \$0  
MUC \$0

**TOTAL \$479,395**

**GRAND TOTAL \$479,395**

Dated this 5<sup>th</sup> day of June, 2023

**OTHER SERVICES**

33\* Travel-Conf.-Schools  
34 Mtce. of Equipment  
35 Mtce. of Structures  
36\* Mtce. of Other Impr. \$350,950  
37 Subsistence of Persons  
38 Cleaning & Waste Removal  
39\* Other Services \$17,550

**TOTAL \$368,500**

/s/ Douglas E. Reese  
Mayor

**Attest:**

/s/ Judy R. Thompson  
City Clerk

**OTHER CHARGES**

46\* Prof. Serv. \$108,395  
49 Other Charges \$2,500  
**TOTAL \$110,895**  
**GRAND TOTAL \$479,395**

**RESOLUTION NO. 2023-101**

**A RESOLUTION ACCEPTING CHANGE ORDER NO. 1 FOR THE EPITOPIX IBDPI  
SANITARY SEWER AND WATERMAIN PROJECT.**

Motion By: Fagerlie

Second By: Nelsen

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the Mayor and City Administrator of the City of Willmar are hereby authorized to modify the contract for the Epitopix IBDPI Sanitary Sewer and Watermain Project between the City of Willmar and Landwehr Construction by Change Order No. 1 in the increased amount of \$126,274.38.

Dated this 5th day of June, 2023

/s/ Douglas E. Reese  
Mayor

Attest:

/s/ Judy R. Thompson  
City Clerk

**RESOLUTION NO. 2023-102**

**A RESOLUTION AWARDING ENGINEERING PROFESSIONAL SERVICES: TROTT AVENUE REGIONAL  
STORMWATER POND TO BOLTON AND MENK, INC. IN THE AMOUNT OF \$87,830.**

Motion By: Fagerlie

Second By: Asmus

BE IT RESOLVED by the City Council of the City of Willmar. A Municipal Corporation of the State of Minnesota, that the bid of Bolton and Menk, Inc. of Willmar, MN for the professional services of the Trott Avenue Regional Stormwater Pond is accepted, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidder for the terms and consideration of the contract in the amount of \$87,830.

Dated this 5th day of June, 2023

/s/ Douglas E. Reese  
Mayor

Attest:

/s/ Judy R. Thompson  
City Clerk

**RESOLUTION NO. 2023-103**

**ACCEPT BOLTON & MENK PROFESSIONAL SERVICES – TH 40 TURN LANE IMPROVEMENTS**

Motion By: Asmus

Second By: Davis

**BE IT RESOLVED**, BY THE City Council of the City of Willmar, A Municipal Corporation of the State of Minnesota, that the bid of Bolton & Menk, Inc of Willmar, MN for the professional services of the design and construction of the TH 40 Turn Lane Improvements Projects be accepted, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidder for the terms and consideration of the contract in the amount of \$208,895.

Dated this 5<sup>th</sup> day of June, 2023.

/s/ Douglas E. Reese  
MAYOR

ATTEST:

/s/ Judy R. Thompson  
CITY CLERK

**WILLMAR CITY COUNCIL WORK SESSION**  
**MUNICIPAL UTILITIES AUDITORIUM**  
**700 LITCHFIELD AVE SW**  
**WILLMAR MINNESOTA**

June 12, 2023  
6:30 p.m.

The Work Session of the Willmar City Council was called to order by Council Member Fagerlie. Members present on a roll call were Council Members Audrey Nelsen, Vicki Davis, Carl Shuldes, Michael O'Brien, Julie Asmus, and Rick Fagerlie. Present 6, Absent 3. Mayor Doug Reese, Council Members Thomas Butterfield and Justin Ask were excused from the meeting.

Also present were City Administrator Leslie Valiant, City Operations Director Kyle Box, Interim Finance Director Bill Fenske, Public Works Director Gary Manzer, Community Growth Director Pablo Obregon, and City Clerk Judy Thompson.

There were no proposed additions or deletions to the agenda.

Council Member Nelsen offered a motion to approve the agenda, as presented. Council Member Asmus seconded the motion, which carried unanimously.

**BKV Group - City Hall/Community Center Presentation** BKV Group Representative Bruce Schwartzman presented various options and information for a new City Hall/Community Center. The presentation included: 1) Summary of space programming needs; 2) Review site concepts; 3) Proposed schedule; 4) Soft cost breakdown; 5) Cost estimate; 6) Methods of project procurement; and 7) Summary.

Comments/questions were addressed from Council, staff, and public.

Chief Operations Director Kyle Box informed the Council RFP's were being received for the City Auditorium and will be presented to Council at a future work session/meeting.

This item was received for information purposes only.

The work session adjourned at 7:56 p.m. upon motion by Council Member Nelsen. Seconded by Council Member Asmus.

Respectfully submitted,



Judy R. Thompson  
City Clerk



### City Council Action Request

|                              |                                          |                                |                          |
|------------------------------|------------------------------------------|--------------------------------|--------------------------|
| <b>Council Meeting Date:</b> | June 20, 2023                            | <b>Agenda Item Number:</b>     | 5.C.                     |
| <b>Agenda Section:</b>       | Consent Items                            | <b>Originating Department:</b> | Planning and Development |
| <b>Resolution:</b>           | No                                       | <b>Prepared By:</b>            |                          |
| <b>Ordinance:</b>            | No                                       | <b>Presented By:</b>           |                          |
| <b>Item:</b>                 | Planning Commission Minutes May 17, 2023 |                                |                          |

**RECOMMENDED ACTION:**

**OVERVIEW:**

**BUDGETARY/FISCAL ISSUES:**

**ALTERNATIVES TO CONSIDER:**

**ATTACHMENTS:**

1. 05.17 Agenda
2. 05-17 Minutes Revised.Approved
3. Visuals 05-17

CITY OF WILLMAR  
PLANNING COMMISSION MEETING  
6:30 P.M. ON WEDNESDAY, MAY 17<sup>th</sup>, 2023.  
CONFERENCE ROOM #1  
WILLMAR CITY HALL

Chair: Jonathan Marchand

Vice Chair: Kelsey Vosika

Members: Steve Dresler, Stacy Holwerda, Yvon Fils-Aime, John Christianson and Christopher Buzzee.

## AGENDA

1. Meeting Called to Order
2. Minutes from May 3<sup>rd</sup> meeting
3. Zoning Text Amendment – GB / AP Rentals – Public Hearing
4. Zoning Text Amendment – New GB-2 and Park Minimum – Public Hearing
5. Les Schwab Tires, Subdivision – Preliminary.
6. Rail Park, Subdivision – Preliminary
7. Purchase Agreement
8. Clay Bridgette, Plan Review – Preliminary
9. Miscellany
10. Adjourn

\*\*\*\*\*

### 1. MEETING CALLED TO ORDER

### 2. MINUTES FROM MAY 3<sup>RD</sup> MEETING

### 3. ZONING TEXT AMENDMENT – GB / AP RENTALS AND PUBLIC HEARING

AP Rentals of MN, LLC. (Paul Borgerding) is requesting approval for a text Amendment to the Ordinance 1060 Section 06 setbacks. The zoning related to the change is General Business (GB) and the current setbacks for front in the 1<sup>st</sup> Street S are 25ft. All front or street setbacks along state / federal highways shall be a minimum of fifty feet, exceptions applied. Currently the front setback is 25ft, and the text amendment proposed is to bring the setback to 5ft.

**Staff Recommendation:** Staff recommends deciding on a setback distance to be incorporated into the new General Business zoning district for north of Willmar Avenue. This distance will be included in the new General Business District when it is presented to the Planning Commission.



#### **4. ZONING TEXT AMENDMENT – NEW GB-2 ZONING AND PARKING MINIMUMS/ PUBLIC HEARING**

This is a city-initiated Map Zoning Amendment that creates a new Zoning called General Business 2 (GB-2). The changes occur in the General Business (GB) zoning located throughout the 1<sup>st</sup> Street S, south Willmar Ave. All uses from the GB will be permitted on GB-2 and new uses will be permitted. Lot size will be changed from 15,000 square feet to 30,000 square feet. Map and Text to amend Ordinance 1060, Section 05 is attached to this Agenda as Visual. Other changes made on the same Ordinance, but Section 04, a text amendment that will change the parking minimums, according to proposal attached to the agenda as a visual.

**Staff recommendation:** Staff recommends in favor of the new General Business district and removing the parking minimums.

- Staff wants to encourage more car-oriented development patterns south of Willmar Avenue for retail and other uses.
- Staff have reviewed multiple projects where parking minimums have been a barrier to investment more than ensuring sound development.

#### **5. LES SCHWAB TIRES CENTER, SUBDIVISION (23-02) - PRELIMINARY**

##### **Overview:**

- Les Schwab Tires is planning to build a Tire Center at 1<sup>st</sup> St S. corner.
- The land is being subdivided (minor subdivision) due to:
  - Result in less than 4 lots or parcels,
  - All utilities and easements are provided,
  - They comply with the design standards and minimum lot area and width
  - No new or changes to current street, utilities, easements, and
  - The plat does not abut or contain a wetland, lake, state, highway, county road or county-aid highway.
- Buildable area will be about 11,763 sq ft

##### **Comments:**

**Fire Department:** It looks good from the fire department side.

**WPD:** No areas of concern from the WPD side.

**WMU Electrical:** No areas of concern on the Utilities Electric.

**WMU Water:** They have no additional comments or issues with the Les Schwab Tire Center.

**Engineering:** Grading plan or stormwater calculations are being requested for Final Plat comments and approval.

## **6. RAIL PARK SUBDIVISION, SUBDIVISION - PRELIMINARY**

### **Overview:**

- This is a major subdivision to reorganize all the existing lots in one lot, about 145 acres.
- There will be a new zoning district for the area (I-3, Industrial 3) created
- This would be rail related industry district.
- MB rail will need to provide grading plans for rail construction to be approved.
- At this moment their approach is just to build the rail and allow other interested companies to build the buildings that they need. This means there will be more subdivisions associated with this property, and that as buildings come in they will be subject to the full scrutiny of plan review.

### **Comments:**

**Fire Department:** They said that at this point in the project the Fire Department has no comments.

**WPD:** No areas of concern from the WPD side.

**WMU:** The support the MB Rail project at this planning stage and the early plat. They will need additional information on easement and service requirements for both water and electric as the project moves forward. At the earliest WMU would like any copy of construction and or civil plans for the property to be able to answer the future service questions that may come up.

### **Engineering:**

1. The applicant shall obtain all necessary regulatory agency permits and submit a copy to the City of Willmar for our files prior to construction.
2. The applicant shall submit a grading plan for the review of the City of Willmar.
3. The applicant shall submit a Stormwater Pollution Prevention Plan for the review of the City of Willmar.
4. The applicant shall submit a Stormwater Management Plan for the review of the City of Willmar.
5. The Preliminary Plat shall be signed by a Land Surveyor licensed in the State of Minnesota.
6. Current title commitments for the property identified in the Preliminary Plat shall be obtained for verification of the legal description.
7. All construction shall be in accordance with the City of Willmar Standards.
8. A pre-construction meeting shall be held prior to any construction at the site.

## **7. WMU PURCHASE AGREEMENT**

### **Overview:**

In 2010, WMU completed a facilities study to address future building needs. As a result, WMU purchased the former Taco John's property in 2010, and the former Gerry's Liquor property in 2013 for future building space needs.

WMU updated the facilities study in 2016. The 2016 study outlined the value of a new “green field” site consisting of 8-10 acres or more in size to accommodate a singular new facility, rather than operating from multiple locations.

With the updated 2016 Study the Municipal Utilities Commission (MUC) is focused on finding a new, larger space, the adjacent properties, commonly known as the 810 Litchfield Ave property became expendable.

In 2022, the main floor tenant reached out to WMU and expressed interest in purchasing the property. WMU had the property appraised and conferred with City Attorney Robert Scott regarding selling the property to the main floor tenant, and in April of 2023, the MUC directed staff to sell the property.

A verbal price agreement was established with the tenant and a purchase agreement has been drafted with the City Attorney’s Office. The agreement is currently under review by the tenant.

In summary, WMU is requesting the approval of the Planning Commission to sell the property at 810 Litchfield Avenue SW, and the adjacent parking property consisting of (4) total parcels to the main floor tenant, subject to approval by the MUC and City Council.

## **8. CLAY BRIDGETTE, PLAN REVIEW – PRELIMINARY**

### **Overview:**

- Clay Bridgette is requesting a Plan Review to build an apartment on the second floor of an existing building.
- The lot is zoned as GB (General Business)
- It is located at 1020 Hwy 71 NE, Willmar.
- They will add a two-bedroom apartment to the second floor on existing 600 square feet space.

### **Comments:**

**WPD:** No areas of concern from WPD aspect.

**Fire Department:** At this point FD has no issues.

**WMU Water:** The apartment will need to be metered separately from the existing account and per our policy at WMU, access to both the meter and the shut off for both accounts is necessary as needed.

**WMU Electric:** They have no comments or concerns on this project. They are good to go. If they want to change any of the service for this apartment, they should take a look at upgrading their service to underground at this time.

**Engineering:** If no construction is being proposed on the exterior of the building, they do not have any comments.

## **9. Miscellaneous**

## **10. Adjourn**

**WILLMAR PLANNING COMMISSION  
WEDNESDAY, MAY 17<sup>th</sup>, 2023  
333 6<sup>TH</sup> STREET SW, CONFERENCE ROOM 1  
MINUTES**

1. The Willmar Planning Commission met on Wednesday, May 17<sup>th</sup>, 2023, at 6:30pm at the City Hall

**Members Present:** Chair Jonathan Marchand, Christopher Buzzeo, John Christianson and Steve Dresler.

**Members Absent:** Kelsey Vosika, Stacy Holwerda, Yvon Fils-Aime

**Others Present:** Director Justice Walker, City Planner Guilherme Motta, Jennifer Kotila, Kevin Marti, G. Simons, Monica, Adam Gregory, Matthew Runke, Aaron Backman, Jason, Bridgette Ben Osdel and Leslie Valiant.

2. Chair Marchand called for order at 6:30pm. He started with the review of minutes from May 3<sup>rd</sup>. Commissioner Marchand asked for a correction in item 3, changing parking lots for parking spaces. Commissioner Buzzeo motioned to approve with the correction, and Commissioner Christianson seconded. All members present voted aye to approve. The motion was approved.

### **3. ZONING TEXT AMENDMENT – GB / AP RENTALS – PUBLIC HEARING.**

Director Walker gave an overview of the project and read the staff recommendation. Chair Marchand opened the public hearing. Mrs. Monica asked why she had received the notice, and she explained her concerns of a 5ft setback on the corner lots, considering street crossing, concerns about the signs scale in the front setback, and asked who the applicant is. Director Walker explained the gains in the walkability in the district, the future creation of a boulevard and the difference between the businesses located on 1<sup>st</sup> Street, north and south Willmar Ave. Simons asked the impact of the change for the businesses. Director Walker explained almost all constructed buildings already have less than 25ft setback and the changes are for new construction. These changes don't affect the existing ones and 5ft is a minimum and owners can opt for a more than 5 feet front setback. Public Hearing was closed at 6:52pm. Commissioner Buzzeo asked why not a zero setback and asked how this would effect corner lots. Director Walker stated that corner lots have sight line setbacks that will not be affected by a tighter setback. Commissioner Dresler questioned the position of the utilities and Kevin Marti (of WMU) explained that they are in the rear of the properties, not at the front.

**Staff recommended in favor of the approval for the setback changing.**

**Commissioner Buzzeo motioned to approve, and Commissioner Dresler seconded. Chair Marchand and Commissioner Christianson voted aye. The motion was approved.**

#### **4. ZONING TEXT AMENDMENT – NEW GB-2 AND PARK MINIMUM – PUBLIC HEARING**

Director Walker gave an overview of the project and read the staff recommendation; he gave examples like the Subway project to clarify the need for changes in the parking minimums. Chair Marchand opened the Public Hearing at 7:10pm. Nobody spoke, and the public hearing was closed. Commissioner Christianson asked where 30,000 square feet change came from. Commissioner Dresler asked if there are lots available in the proposed area and if the General Business 2 is a new zoning including the 30,000 feet area and new uses. Commissioner Buzzeo talked about the issue for the lots that are less than 30,000 square feet. Commissioners suggested a lot minimum of 25,000 square feet lot to include smaller lots already existing in the district instead of 30,000 square feet minimum lots,

**Staff recommended in favor of the approval for the changes in the parking minimum ordinance and for the creation of the General Business 2 zoning.**

**Commissioner Dresler motioned to approve the changes in the parking minimum as suggested and the creation of the General Business 2 zoning with 25,000 square feet minimum area for lots. Commissioner Christianson seconded. Commissioners Marchand and Buzzeo voted aye. The motion was approved.**

#### **5. LES SCHWAB TIRES, SUBDIVISION – PRELIMINARY**

Director Walker explained the proposal for the minor subdivision according to the agenda overview, saying it is a preliminary review. Dresler asked where the access for the development is and asked where the Menard's pond is located. Director Walker explained the access is on private property on a private road that Menard's owns. The pond for stormwater is on the south side of the property. There were no more comments.

#### **6. RAIL PARK, SUBDIVISION – PRELIMINARY**

Director Walker gave an overview of the project according to the agenda, he told the commission that the environmental issues will not affect the preliminary and final plats approval. The construction of the park will be done in three different phases and no buildings will be constructed at the moment. EDC Director Backman talked about the stages of the project, buying and developing the land. First stage is expected to start late 2023 summer and the second late fall. Kevin Marti explained that utilities are being built in the region. Commissioner Buzzeo confirmed what is the first stage and explained his concerns about the traffic. No more comments.

#### **7. WMU PURCHASE AGREEMENT**

Director Walker overviewed the WMU purchase agreement and explained it is preliminary. Kevin Marti explained the agreement to the commissioners. Commissioner Dresler asked what kind of facilities they have. Commissioner Buzzeo asked how many employees they have. Kevin

Marti responded they have about 25 total office employees. Commissioner Christianson asked if the City and WMU wouldn't join the buildings. Kevin Marti answered that they have different needs. Commissioner Dresler questioned where the money goes. Administrator Valiant explained that the City owns the land, but WMU has authority to spend their funds but need to submit to council approval. The proceeds from the sale will go to WMU. Technically, WMU cannot own land, so their sales must go through City procedure. No more comments.

#### **8. CLAY BRIDGETTE, PLAN REVIEW – PRELIMINARY**

Director Walker gave an overview of the project according to the agenda. Commissioner Christianson asked if it needs to be rezoned. Chair Marchand asked if it is a single unit. No more comments.

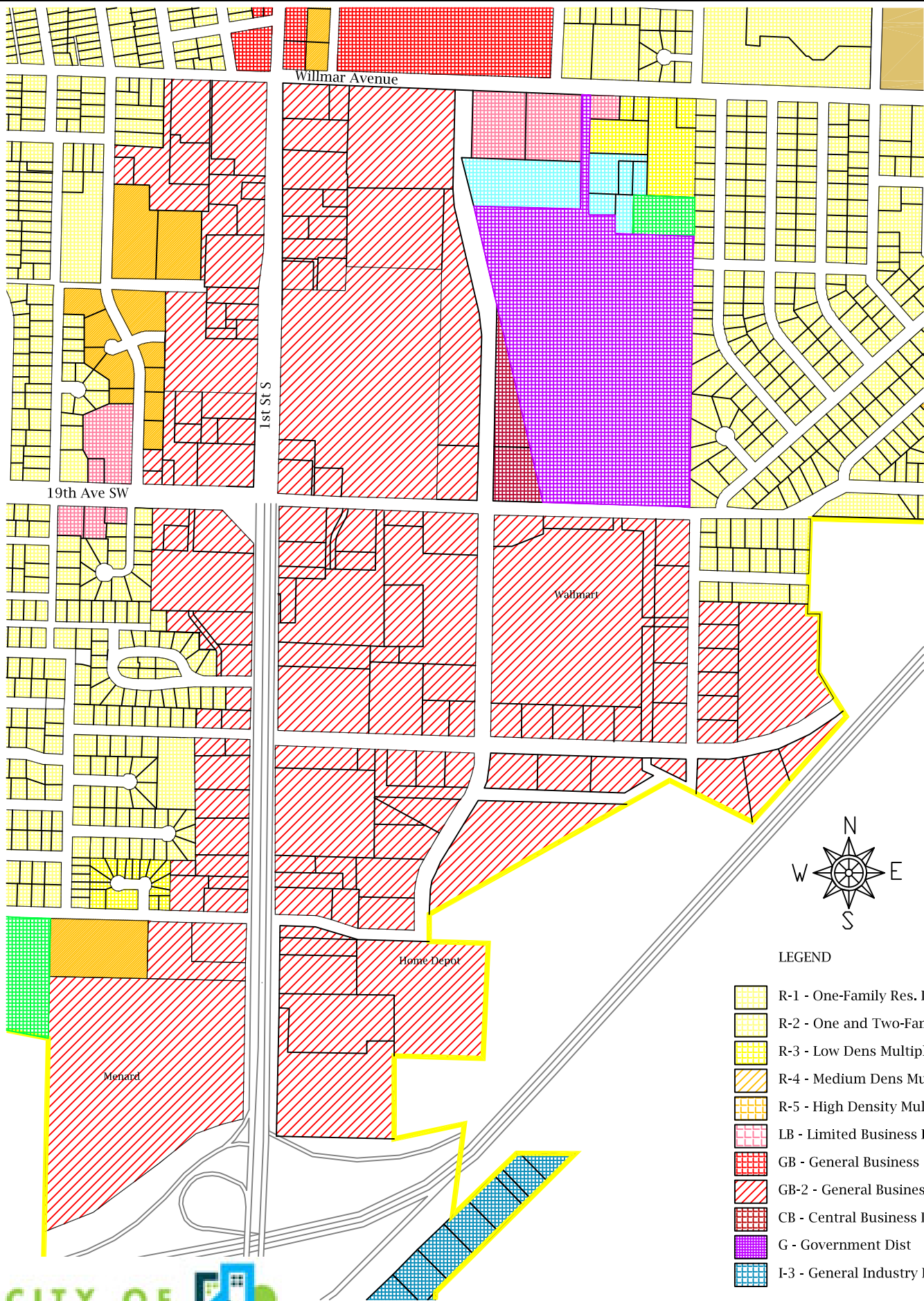
#### **9. MISCELLANNEY**

Director Walker explained it is a busy summer with a lot of projects to be approved. He asked for attention for the PUD file sent by e-mail for helping in the PUD approval in the next meetings. No more comments.

#### **10.ADJOURN**

Commissioner Dresler motioned to adjourn at 8:08. Seconded by Commissioner Buzzeo. The motion carried. With no further business, the meeting was adjourned.

Minutes presented by City Planner Guilherme Motta



LEGEND

-  R-1 - One-Family Res. Dist.
-  R-2 - One and Two-Family Res Dist
-  R-3 - Low Dens Multiple Fam Res
-  R-4 - Medium Dens Multiple Fam Res
-  R-5 - High Density Multiple Fam Res
-  LB - Limited Business Dist
-  GB - General Business
-  GB-2 - General Business 2
-  CB - Central Business Dist
-  G - Government Dist
-  I-3 - General Industry District



# ZONING PROPOSAL MAP - GB-2

Existing Districts and new one

R-1: One-Family Residential District

R-2: One and Two-family Residential District

R-3: Low Density Multiple Family Residential District

R-4: Medium Density Multiple Family Residential District

R-5: High Density Multiple Family Residential District

LB – Limited Business District

GB – General Business District

**GB II – General Business District II**

CB – Central Business District

SC – Shopping Center District

I-1 - Limited Industry District

I-2 – General Industry District

P – Park District

G – Government / Institutional District



## PROPOSED AMENDMENT TO ORDINANCE 1060, SECTION 06

### Q. GB-2. GENERAL BUSINESS DISTRICT-2

1. Permitted Uses. Only the following uses shall be permitted outright:

|                                                    |                                                            |                                                                                       |
|----------------------------------------------------|------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Alterations / Tailor Shop                          | Music stores                                               | Fraternal / service clubs                                                             |
| Appliance sales and service                        | Office supplies stores                                     | Hotels / motels                                                                       |
| Art studios, including sale of prints and supplies | Offices, business and professional                         | Livestock feed sales                                                                  |
| Athletic / recreation facilities                   | Parking                                                    | Lumber yards (including misc. building materials)                                     |
| Automobile / light truck sales and service         | Pet stores                                                 | Mini-storage businesses                                                               |
| Automobile / truck parts and supplies sales        | Photo processing business                                  | Multi-businesses building and complexes                                               |
| Bait and tackle stores                             | Photo studios, including the sale of photographic supplies | Multiple-family dwelling units as a secondary use in a business structure             |
| Bakeries                                           | Printing shops                                             | Nurseries, greenhouses                                                                |
| Banks / financial institutions                     | Schools and colleges                                       | Plastering / drywall contractors shops                                                |
| Bicycle sales and service                          | Shoe stores                                                | Plumbing / heating / air conditioning / refrigeration / ventilation contractors shops |
| Broadcasting studios                               | Small engines sales and service                            | Restaurants (including night clubs and fast foods)                                    |
| Carpet / floor covering stores                     | Sporting goods stores                                      | Roofing contractors shops                                                             |
| Churches                                           | Tanning parlors                                            | Seasonal businesses                                                                   |
| Clothing stores                                    | Tattoo parlors                                             | Sheet metal contractors shops                                                         |
| Commercial day nurseries or schools                | Theaters                                                   | Sign contractors shops                                                                |

|                                                   |                                         |                                                                            |
|---------------------------------------------------|-----------------------------------------|----------------------------------------------------------------------------|
| Computer / electric equipment sales and service   | Tire sales and service                  | Supermarkets / grocery stores (including convenience stores w/o gas sales) |
| Drug stores / pharmacies                          | Toy stores                              | Truck sales and service                                                    |
| Employment agencies                               | Veterinary clinics                      | Water conditioning contractors shops                                       |
| Fabric stores                                     | Video stores                            | Welding shops                                                              |
| Farm supplies sales                               | Welding supply stores                   | Family recreation                                                          |
| Flower shops                                      | Essential services and public uses      |                                                                            |
| Funeral homes / crematoriums                      | Brew pubs                               | Brewer taprooms                                                            |
| Furniture stores                                  | Armories, convention halls, auditoriums |                                                                            |
| Glass sales / service                             | Building contractors shops              |                                                                            |
| Hair care (barbers, beauty shops, salons etc)     | Bus terminals                           |                                                                            |
| Hardware stores                                   | Businesses s/drive up facilities        |                                                                            |
| Laundromats                                       | Car washes                              |                                                                            |
| Liquor sales, on and off.                         | Department stores                       |                                                                            |
| Medical / dental clinics                          | Discount stores                         |                                                                            |
| Motorcycle / snowmobile / boat sales and services | Electrical contractors shops            |                                                                            |
| Museums                                           | Fertilizer sales                        |                                                                            |

2. Permitted Uses With Plan Review. The following uses are permitted provided plans are submitted to and approved by the Zoning Administrator and the Planning Commission, subject to such conditions as they may attach thereto:
  - a. Planned unit developments.
  - b. Multi-family dwelling structures (Ordinance 1461/2021)
  - c. Amusement
  - d. Malls
3. Conditional Uses. The following uses are permitted upon the granting of a

conditional use permit by the Planning Commission, subject to such conditions as they may attach there to::

- a. Adult entertainment uses, as regulated in Section 3.Q.
  - b. Flammable gas/liquid sales and storage (including gas stations and convenience stores with gas sales).
  - ~~c. Planned unit developments.~~
  - d. Recycling transfer stations.
  - ~~e. Brewer taprooms. (Ordinance 1355/2014)~~
  - ~~f. Multi family dwelling structures (Ordinance 1461/2021)~~
4. Permitted Accessory Uses. The following accessory structures or uses of land shall be permitted:
- a. Detached storage or accessory buildings.
5. Lot Area, Width, and Setback Requirements. The following standards shall be the minimum requirements for development in the “GB” District:

|                                                                                                                                                                                   |                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| a. Lot Area<br>(square feet)                                                                                                                                                      | <del>15,000</del> 30,000 |
| b. Lot Width<br>(feet)                                                                                                                                                            | 100                      |
| c. Setbacks (feet)                                                                                                                                                                |                          |
| Front (r/w)                                                                                                                                                                       | 25*                      |
| Rear                                                                                                                                                                              | 10                       |
| Side, interior                                                                                                                                                                    | 10                       |
| Side, street (r/w)                                                                                                                                                                | 25*                      |
| * All front or street setbacks along state/federal highways shall be a minimum of fifty (50) feet except for T.H.12 between 11 <sup>th</sup> Street Southwest and Lakeland Drive. |                          |

## **SECTION 4: OFF-STREET PARKING AND LOADING**

### **A. OFF-STREET PARKING**

1. General - The off-street parking requirements of this Ordinance shall apply to all buildings, structures, and uses of land constructed, established, or authorized after the adoption of this Ordinance.
2. Exempt- The following areas in the Central Business District (CBD) are exempt from parking and loading regulations:
  - Area 1: The area bounded by the T.H. 12 By-Pass on the north; 2<sup>nd</sup> Street SW on the east; Trott Avenue on the south; and 6<sup>th</sup> Street SW on the west; and
  - Area 2: The area bounded by the T.H 12 By-Pass on the south and east; the BN RR on the north; and 7<sup>th</sup> Street SW on the west.
3. Surfacing and Drainage - Off-street parking areas for all commercial, industrial, and multi-family residential developments shall be paved with a permanent concrete, bituminous, or reasonable substitute surface, subject to approval by the Zoning Administrator and City Engineer. Such areas shall be graded and drained to dispose of all surface water accumulation within the parking area by storm sewer where available.
  - a. All parking surfacing shall use at least 20% of permeable pavement.
4. Landscaping- Commercial, industrial, institutional, and multi-family residential developments which include off-street parking as a part of the overall project shall provide landscaping within or adjacent to the parking are in accordance with Section 3.P. of this Ordinance.
  - a. All parking lots shall provide at least one tree per each four parking lot, location is subject of Planning and Development Department approval.
5. Location- All accessory off-street parking facilities required by this Ordinance shall be subject to the following regulations:
  - a. Parking spaces required by this Ordinance shall be located on the same property as the principal use served. In the case of shared use of parking, parking spaces can be located in other property, according to XXXX.
  - b. There shall be no off-street parking areas within *ten (10)* fifteen (15) feet of any right-of-way.
  - c. In R-1 and R-2 Districts, no off-street parking shall be permitted, except upon such driveways as conform to Section 4.A.5.g. (Ordinance 1288/2009)
  - d. *Parking on* residential lots (R-2 to R-5) or parcels adjacent to Limited or General Business use *is* subject to plan approval by the *Planning Commission* Zoning

Administrator. Such parking shall adhere to all setback requirements and shall be screened from adjacent residential districts or uses.

- e. No driveway or off-street parking area shall be located closer than five (5) feet from an adjacent side or rear lot line in residential areas, or ten (10) feet in multi-family residential, commercial, or industrial districts. In R-1 and R-2 districts where older narrower (fifty [50]) foot lots still exist and such setbacks are impractical, this requirement will not apply. In any instance where the five (5) foot setback is not maintained, the driveway/parking area shall be constructed so as to direct runoff away from the side and rear lot lines adjacent properties.
- f. No direct access rows of parking spaces onto public streets or alleys shall be permitted. Internal isles shall be provided.
- g. All driveways and parking areas in residential districts shall be paved with a permanent concrete, bituminous or reasonable substitute surface, subject to approval of the Zoning Administrator and City Engineer, with the drainage from such surfaces directed towards the storm sewers and/or (preferably) the property's green space, but so as to not negatively impact neighboring homes or properties. Driveways shall not occupy more than 30% of the area within the minimum building setbacks from the street(s), nor shall they, within those setbacks, lie between the residence or residence portion of the structure and the street, except for a maximum of 3' width extension for service as a sidewalk. (Ordinance 1288/2009). In CBD, where off-street surface parking is provided it shall be setback 5' (five feet) from all street rights-of-way (see Section 3.P.). Surface parking shall be located at least 40' (forty feet) from any street intersection. (Ordinance 1382/2016)

6. Existing - Such spaces existing on the effective date of this Ordinance shall not be reduced in number unless said number exceeds the requirements set forth herein.

7. Standards & Design -

- a. Approval - All parking lot layouts shall be subject to the final approval of the City Engineer and the Planning Commission Zoning Administrator.
- b. Design- The design of off-street parking areas shall be based on sound and accepted engineering design principals, and shall be safe, practical, and logical layouts.
- c. Lighting- All parking lots accessory to the following uses shall be lighted:
  - All business and industrial uses.
  - Multi-family dwellings of eight (8) or more units in R-4 and R-5 districts.
- d. Screening - Off-street parking areas for commercial, industrial, and multi-family residential uses shall be screened from adjacent residential uses. Such

screening shall be included as part of the landscaping required in Sections 3.P. and 4.A.4. of this Ordinance.

8. Requirements. The following minimum number of off-street parking spaces can be provided and maintained by ownership, easement, and/or lease for and during the life of the respective uses hereinafter set forth. Parking requirements for uses not specifically noted shall be determined by the Planning Commission.

- a. ~~If requested~~, Maximum number of stall can be defined ~~changed~~ according to applicant demand and Planning and Development Department approval. ~~object of Director of Planning and Development approval and Planning Commission consult.~~

- b. Parking space minimum is not specified. The number of spaces to be provided shall be based on requirements for similar uses, location of the proposed use, the number of employees on the largest shift, total square footage, potential customer use, or other expected demand and traffic generated by the proposed use. If the director of planning reasonably determines that a parking generation study should be prepared by a qualified professional, the director of planning may require submission of such a study to aid the director of planning in making a determination with respect to the number of required parking spaces. The Director of the Planning and Development Department may approve the minimum or maximum parking ratio for any use in this Section as follows:

- i Horizontal and pedestrian safety signs shall be provided and maintained.

- ii. Bike parking are mandatory in all new building approvals.

- iii.. The parking ratio is supported by a parking demand analysis provided by the applicant, including but not limited to:

- a. Documentation supplied by the applicant regarding actual parking demand for the proposed use; or

- b. Evidence in available planning and technical studies relating to the proposed use; or

- c. Required parking for the proposed use as determined by other compatible jurisdictions.

- d. Periodic Review. The Director may require periodic review of the proposed review of the reduced parking supply to ensure the terms of the approval are being met.

- e. To increase the maximum parking ratio, the applicant must show that shared or off-site parking is not available or adequate to meet demand.

- ix. Planning and Development Department can consult Planning Commission to accessorize the minimum or maximum parking ratio.

9. Joint Parking Facility- The Planning Commission may, after receiving a recommendation from Staff, give approval for one (1) or more businesses to provide the required off-street parking facilities by joint use of one (1) or more sites where the total number of spaces

provided are less than the sum of the total required for each business, should they provide them separately. When considering a request for such approval, Staff shall not recommend that such approval be granted, nor the Planning Commission approve such a request, except when the following conditions are found to exist:

- a. The building or use for which application is being made to utilize the off-street parking facilities provided by another building or use shall be located within three hundred (300) feet of such parking facilities.
- b. The applicant shall show that there is no substantial conflict in the principal operating hours of the two buildings or uses for which joint use of off-street parking facilities is proposed.
- c. A properly drawn legal instrument, executed by the party concerned for joint use of off-street parking facilities, duly approved as to form and manner of execution by the City Attorney shall be filed with the City Clerk and recorded with the County Recorder.

**10. Shared Use of Parking.** The following provisions apply:

**1. General.** The Director of Planning and Community Development may approve shared use of parking facilities located on separate properties if:

- a. A convenient pedestrian connection between the properties exists; and
- b. The properties are within 1,000 feet of each other; and
- c. The availability of parking for all affected properties is indicated by directional signs.

**2. Number of Spaces Required.**

- a. Where the uses to be served by shared parking do not overlap their hours of operation, the property owner or owners shall provide parking stalls equal to the greater of the applicable individual parking requirements.
- b. Where the uses to be served by shared parking have overlapping hours of operation, the property owner or owners shall provide parking stalls equal to the total of the individual parking requirements. If the following criteria are met, that total is reduced by 10 percent:
  - i. The parking areas share a property line; and
  - ii. A vehicular connection between the lots exists; and
  - iii. A convenient, visible pedestrian connection between the lots exists; and
  - iv. The availability of parking for all affected properties is indicated by directional signs.

**3. Documentation Required.** Prior to establishing shared use of parking, the property owner or owners shall file a written agreement approved by the Director of Planning and Development providing for the shared parking use. The agreement shall be recorded on the title records of each affected property.

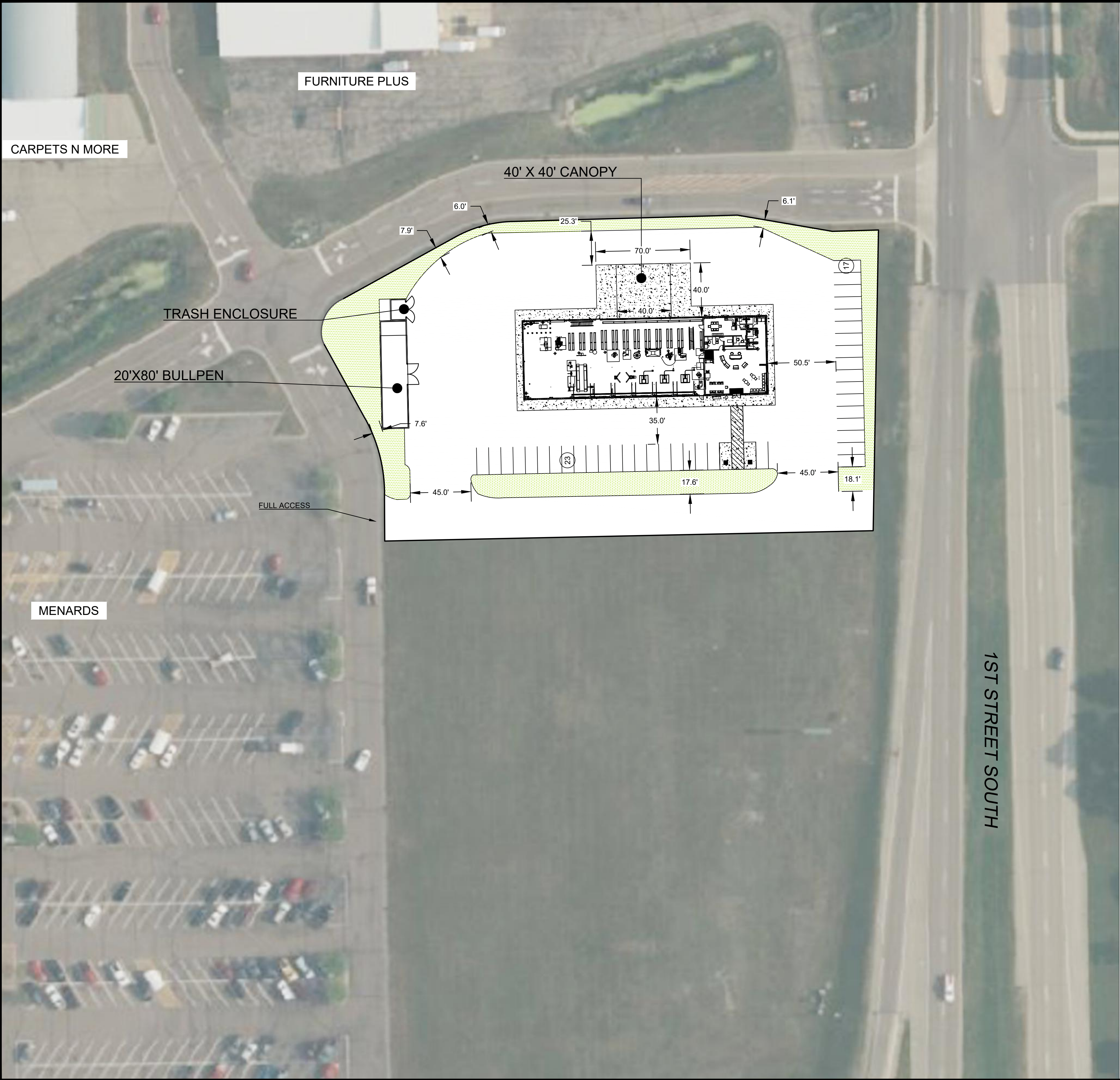
## **B – OFF-STREET LOADING.**

1. General. Adequate off-street loading space shall be provided in connection with any structure which requires receipt or distribution of materials by vehicles.
2. Number of Loading Berths Required. The number of required off-street loading berths shall be as follows:
  - a. Manufacturing, Fabrication, Processing, Warehousing, Storage, Retail Sales, Schools, Hotels. For such a building between five thousand (5,000) and fifty thousand (50,000) square feet of floor area, one (1) loading berth is required; for a building fifty thousand and one (50,001) to one hundred thousand (100,000) square feet in area, two (2) loading berths are required. One (1) loading berth shall be provided for each additional thirty-five thousand (35,000) square feet of floor area or fraction thereof in excess of one hundred thousand (100,000) square feet.
  - b. Manufacturing and Retail Sales Under Five Thousand (5,000) Square Feet. Adequate off-street loading and service entrances shall be provided subject to the approval of the Zoning Administrator.
  - c. Auditoriums, Convention Halls, Exhibition Halls, Sports Arenas, Stadiums. Ten thousand (10,000) to one hundred thousand (100,000) square feet of floor area, one (1) loading berth; for each additional one hundred thousand (100,000) square feet of floor area or fraction thereof, one (1) additional loading berth.
  - d. Public or Semi-Public Recreational Buildings, Community Centers, Private and Public Educational Institutions, Religious Institutions, Hospitals, Clinics, Professional or Commercial Offices, Nursing Homes or Similar Group Housing, Senior Citizen Housing. Adequate off-street loading and service entrances shall be provided subject to approval of the Zoning Administrator.
3. Location
  - a. All required loading berths and facilities shall be off-street and located on the same lots as the building or use to be served.
  - b. All loading berths curb cuts shall be located a minimum of fifty (50) feet from the intersection of two (2) or more street right-of-way. This distance shall be measured from the property line.
  - c. No loading berths shall be located closer than thirty (30) feet from a residential district unless within a structure.
  - d. Loading berths shall not occupy the front yard setback area.



- e. Loading berths shall not conflict with pedestrian movement.
  - f. Loading berths shall not obstruct the view of the public right-of-way from off-street parking access.
  - g. Each loading berth shall be located with appropriate means of vehicular access to a street or public alley in a manner which will cause the least interference with traffic.
4. **Surfacing and Drainage.** All loading berths and driveways having access onto a concrete or asphalt surfaced street or public right-of-way shall be surfaced with asphalt, concrete, or a reasonable substitute surface, subject to approval by the Zoning Administrator and City Engineer. Drainage of loading areas is subject to approval by the City Engineer.
5. **Accessory Use, Parking, and Storage.** Any space allocated as a required loading berth or access drive so as to comply with the terms of these zoning regulations shall not be used for the storage of goods, inoperable vehicles, or snow, and shall not be included as part of the area used to meet off-street parking requirements.
6. **Size.** Unless otherwise specified in this ordinance, the first loading berth shall be not less than fifty-five (55) feet in length, and additional berths required shall be not less than thirty (30) feet in length. All loading berths shall be not less than ten (10) feet in width and fourteen (14) feet in height, exclusive of aisle and maneuvering space.
7. **Landscaping.** Commercial, industrial, institutional, and multi-family residential developments which include off-street loading as a part of the overall project shall provide landscaping within or adjacent to the loading area in accordance with the requirements for parking areas found in Section 3.P. of this Ordinance.

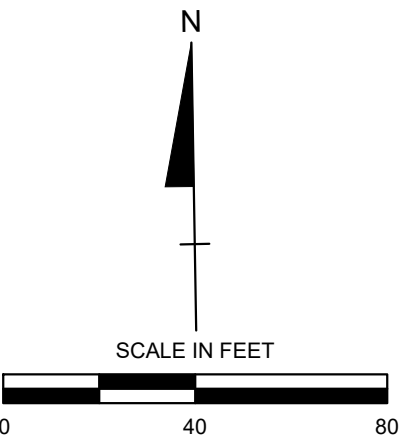




VICINITY MAP

SITE DATA BLOCK

|                                                                                          |                                |          |      |
|------------------------------------------------------------------------------------------|--------------------------------|----------|------|
| PROPERTY AREA                                                                            | 1.99 ACRES (86,827 SF)         |          |      |
| PROTOTYPE                                                                                | 6-BAY SMALL MARKET             |          |      |
| BULLPEN                                                                                  | EXTERNAL                       |          |      |
| BUILDING AREA                                                                            | 11,763 SF                      |          |      |
| ADDRESS                                                                                  | 1ST STREET SOUTH               |          |      |
|                                                                                          |                                |          |      |
| ZONING                                                                                   | GB (GENERAL BUSINESS DISTRICT) |          |      |
| SMALL VEHICLE SERVICE IS A PERMITTED USE. TRUCK SERVICE IS A "PLAN REVIEW" PERMITTED USE |                                |          |      |
|                                                                                          |                                |          |      |
| PARKING                                                                                  | REQUIRED*                      | PROVIDED |      |
|                                                                                          | 22                             | 40       |      |
| (8) SPACES PLUS 1 FOR EACH 800 SF OVER 1,000 SF                                          |                                |          |      |
|                                                                                          |                                |          |      |
| SETBACKS                                                                                 | FRONT                          | SIDE     | REAR |
| PER GC                                                                                   | 25'                            | 10'*     | 10'  |
| MAX COVERAGE                                                                             | 85%                            |          |      |
| *25' IF STREET SIDE                                                                      |                                |          |      |
|                                                                                          |                                |          |      |
| BUILDING REQUIREMENTS                                                                    |                                |          |      |
| MAX HEIGHT = 55'                                                                         |                                |          |      |



|     |      |          |
|-----|------|----------|
| NO. | DATE | REVISION |
|     |      |          |
|     |      |          |
|     |      |          |

DRAFTED  
SAK

REVIEWED  
SAK

PROJECT NUMBER  
2214-01183 T16

ISSUE DATE  
4/2023

LES SCHWAB TIRE CENTER

LES SCHWAB  
WILLMAR, MINNESOTA

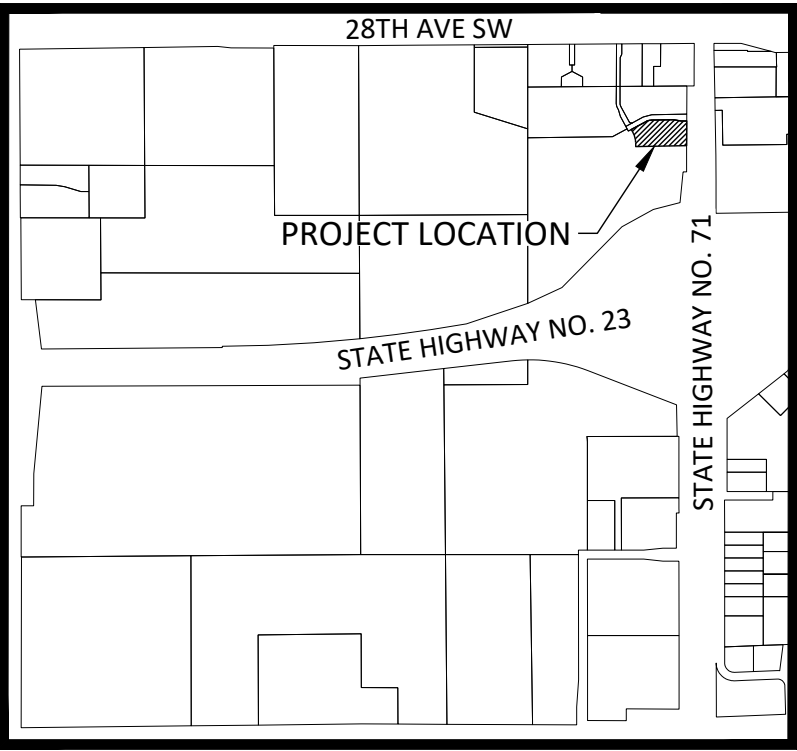
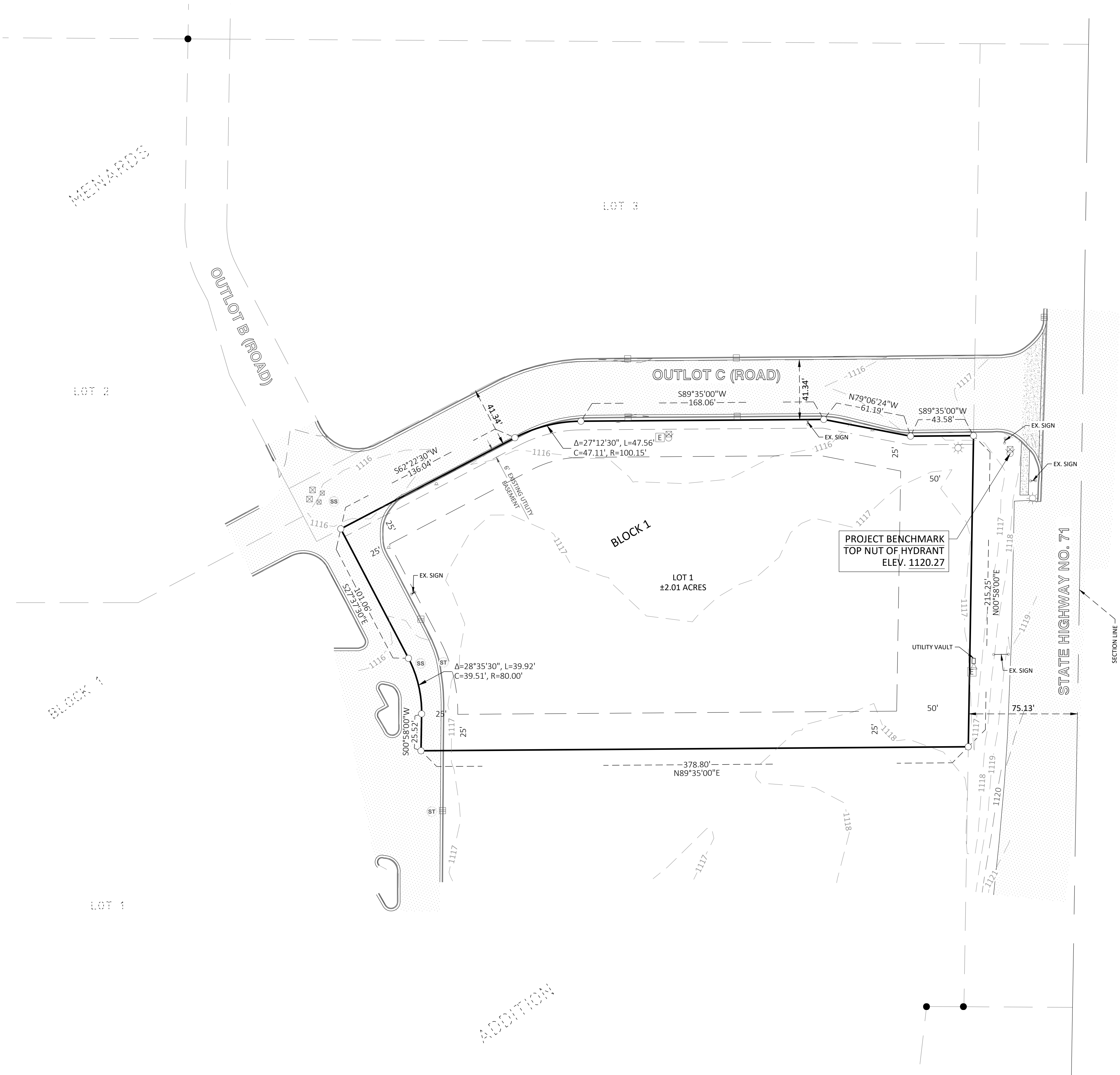
CONCEPTUAL SITE PLAN

SHEET  
SP-18

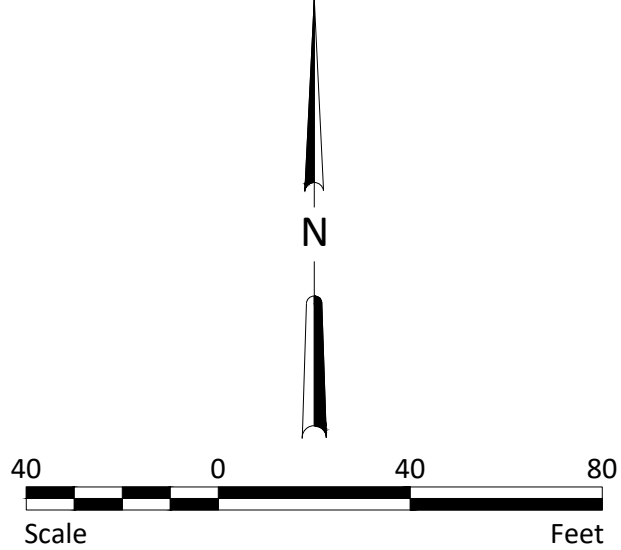


PRELIMINARY PLAT OF:

# CENTERPOINTE ADDITION



**VICINITY MAP**  
NOT TO SCALE



**LEGEND**

|                                                                                      |           |
|--------------------------------------------------------------------------------------|-----------|
| FOUND IRON MONUMENT FROM FORMER SURVEY                                               | ●         |
| HOUSTON ENGINEERING, INC. SET 1/2" BY 18" IRON PIPE WITH A 44867 STAMPED PLASTIC CAP | ○         |
| EXISTING LOT LINES                                                                   | ---       |
| PROPOSED PLAT BOUNDARY                                                               | ---       |
| SETBACKS                                                                             | ---       |
| STANDARD CURB & GUTTER                                                               | ==        |
| STORM INLET                                                                          | ⌘         |
| SANITARY MANHOLE                                                                     | ⊗         |
| STORM MANHOLE                                                                        | ⊗         |
| FIRE HYDRANT                                                                         | ⊙         |
| GATE VALVE                                                                           | ⊗         |
| LIGHT POLE                                                                           | ⊙         |
| TELEPHONE RISER                                                                      | △         |
| ELECTRICAL BOX                                                                       | ⊞         |
| SIGN                                                                                 | ⊞         |
| CONCRETE                                                                             | [Pattern] |
| ASPHALT                                                                              | [Pattern] |

**NOTES:**

ELEVATION DATUM:  
ELEVATIONS ARE BASED ON THE NORTH AMERICAN  
VERTICAL DATUM OF 1988 (NAVD88).

EXISTING LAND DESCRIPTION:  
That part of Lot 1, Block 1, Menards Addition, to the City of Willmar, Kandiyohi  
County, Minnesota, described as follows:

Beginning at the northeast corner of said Lot 1; thence South 89°35'00" West, along the northerly line of said Lot 1, for a distance of 43.58 feet; thence North 79°06'24" West, along the northerly line of said Lot 1, for a distance of 61.19 feet; thence South 89°35'00" West, along the northerly line of said Lot 1, for a distance 168.06 feet to point of tangential curve to the left, having a radius of 100.15 feet; thence westerly, along said curve and along the northerly line of said Lot 1, for a distance of 47.56 feet, through a central angle of 27°12'30"; thence South 62°22'30" West, along the northerly line of said Lot 1, for a distance of 136.04 feet; thence South 27°37'30" East for a distance of 101.06 feet to a point of tangential curve to the right, having a radius of 80.00 feet; thence southerly, along said curve, for a distance of 39.92 feet, through a central angle of 28°35'30"; thence South 00°58'00" West for a distance of 25.52 feet; thence North 89°35'00" East for a distance of 378.80 feet to the easterly line of said Lot 1; thence North 00°58'00" East, along the easterly line of said Lot 1, for a distance of 215.25 feet to the point of beginning.

CONTOURS SHOWN ARE AT 1' INTERVALS AND  
DERIVED FROM A FIELD SURVEY DATED NOVEMBER 7  
& 8, 2022.

The Bearing Orientation System is based off of the  
Minnesota Department of Transportation Kandiyohi  
County Coordinate System.

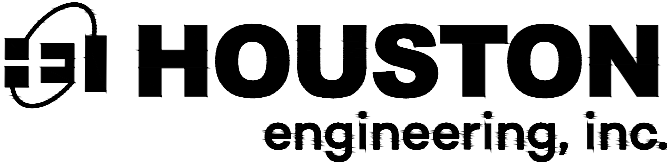
|                                                                      |                                                                                                                        |
|----------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
| Developer:<br>Menard, Inc.<br>5101 Menard Dr<br>Eau Claire, WI 54703 | Surveyor:<br>James A. Schlieman<br>MN RLS No. 44867<br>Houston Engineering, Inc.<br>1401 21st Ave N<br>Fargo, ND 58102 |
|----------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|

I hereby certify that this survey, plan, or report was prepared  
by me or under my direct supervision, and that I am a duly  
Licensed Land Surveyor under the laws of the  
State of Minnesota.

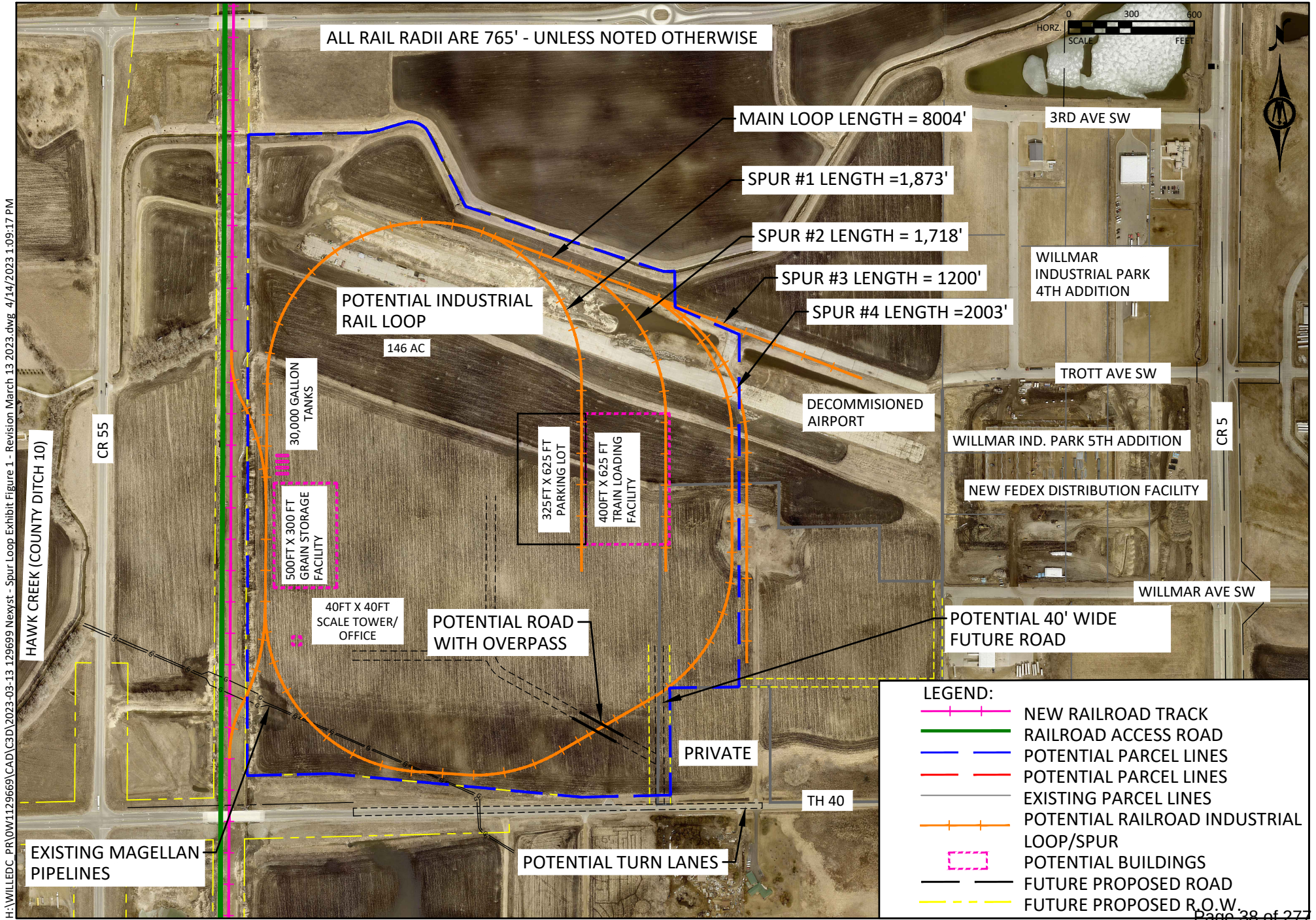
James A. Schlieman  
MN. Lic. No. 44867

05-01-2023

Date





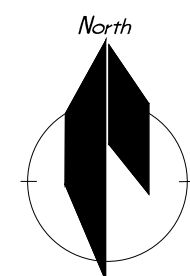




# ***WILLMAR RAIL PARK ADDITION***

That part of the Southwest Quarter and also that part of the South Half of the Northwest Quarter, and also that part of the West Half of the Southeast Quarter, all in Section 17, Township 119 North, Range 35 West of the Fifth Principal Meridian, Kandiyohi County, Minnesota described as follows:

- Commencing at the southeast corner of said Southwest Quarter;
- thence on an assumed bearing of North 88 degrees 41 minutes 00 seconds East, along the south line of said Section 17, a distance of 61.89 feet;
  - thence on a bearing of North 00 degrees 38 minutes 08 seconds East a distance of 59.84 feet to the north line of the record plat entitled MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 34-47, on file in the office of the Kandiyohi County Recorder, which is the point of beginning of the land to be described;
  - thence continuing on a bearing of North 00 degrees 38 minutes 08 seconds East a distance of 512.19 feet;
  - thence on a bearing of North 89 degrees 07 minutes 13 seconds East a distance of 330.09 feet;
  - thence on a bearing of North 00 degrees 38 minutes 08 seconds East a distance of 1691.75 feet;
  - thence on a bearing of North 71 degrees 14 minutes 10 seconds West a distance of 266.06 feet;
  - thence on a bearing of North 00 degrees 38 minutes 08 seconds East a distance of 232.04 feet to a point in the ditch;
  - thence on a bearing of South 75 degrees 27 minutes 00 seconds West a distance of 65.58 feet to a point in the ditch;
  - thence westerly, along a tangential curve, concave to the north, which has a radius of 200.00 feet, a central angle of 33 degrees 06 minutes 00 seconds, and an arc distance of 115.54 feet to a point in the ditch;
  - thence on a bearing of North 71 degrees 27 minutes 00 seconds West, tangent to last said curve, a distance of 963.00 feet to a point in the ditch;
  - thence on a bearing of North 25 degrees 39 minutes 00 seconds West a distance of 368.00 feet to a point in the ditch;
  - thence northwesterly, along a tangential curve, concave to the southwest, which has a radius of 120.00 feet, a central angle of 81 degrees 35 minutes 00 seconds, and an arc distance of 170.87 feet to a point in the ditch;
  - thence on a bearing of South 72 degrees 46 minutes 00 seconds West, tangent to last said curve, a distance of 80.00 feet to the east line of the Southwest Quarter of the Northwest Quarter of said Section 17;
  - thence on a bearing of North 00 degrees 35 minutes 33 seconds East, along the east line of said Southwest Quarter of the Northwest Quarter, a distance of 48.00 feet to the north line of the South Half of said Southwest Quarter of the Northwest Quarter;
  - thence on a bearing of South 88 degrees 59 minutes 12 seconds West, along the north line of the South Half of said Southwest Quarter of the Northwest Quarter, a distance of 598.46 feet to the northeast corner of Parcel 5G of the record plat entitled KANDIYOHKI COUNTY WILLMAR WYE PROJECT RIGHT OF WAY PLAT NO. 5, on file in the office of the Kandiyohi County Recorder;
  - thence on a bearing of South 00 degrees 17 minutes 17 seconds West, along the east line of said Parcel 5G, a distance of 175.26 feet to the southeast corner of said Parcel 5G;
  - thence on a bearing of North 89 degrees 42 minutes 43 seconds West, along the south line of said Parcel 5G, a distance of 10.00 feet to the southwest corner of said Parcel 5G;
  - thence on a bearing of South 00 degrees 17 minutes 17 seconds West, along the east line of said record plat entitled KANDIYOHKI COUNTY WILLMAR WYE PROJECT RIGHT OF WAY PLAT NO. 5, and also along the east line of the record plat entitled KANDIYOHKI COUNTY WILLMAR WYE PROJECT RIGHT OF WAY PLAT NO. 4, on file in the office of the Kandiyohi County Recorder, a distance of 2958.06 feet to Point B30, as shown on said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 34-47;
  - thence on a bearing of North 88 degrees 40 minutes 45 seconds East, along the north line of Parcel 36 as shown on said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 34-47, a distance of 363.67 feet to Point B10, as shown on said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 34-47;
  - thence on a bearing of South 84 degrees 37 minutes 16 seconds East, along the north line of said Parcel 36, a distance of 1200.00 feet to Point B11, as shown on said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 34-47;
  - thence on a bearing of North 88 degrees 40 minutes 45 seconds East, along the north line of said Parcel 36, a distance of 427.19 feet to the point of beginning.
- N4  
Section 17



***Bonnema Runke Stern Inc.***  
Professional Land Surveyors

4566 Hwy 71 NE - Suite 1  
Willmar, MN 56201  
Office (320) 231-2844  
Fax (320) 231-2827

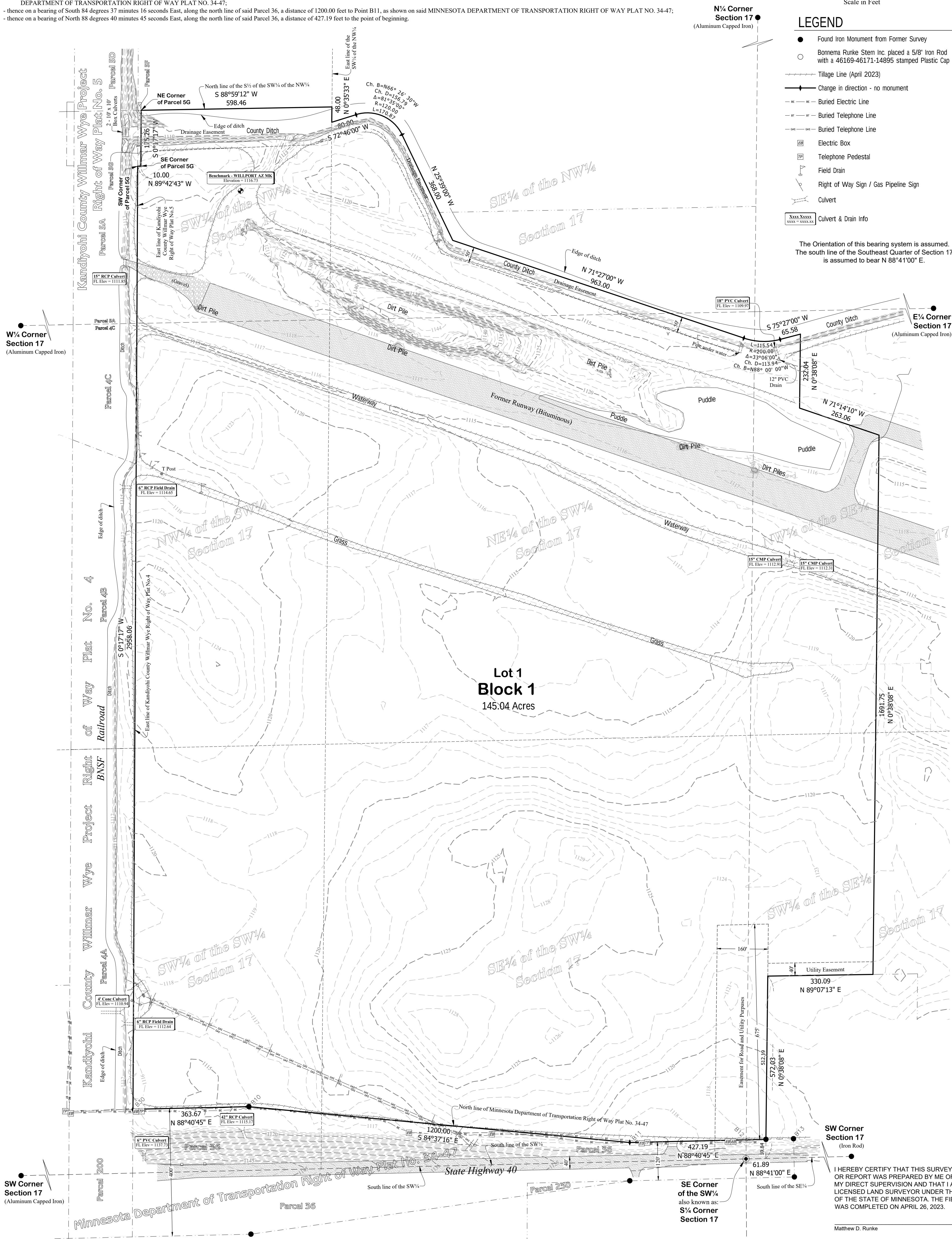
**Owner: City of Willmar**  
333 6th St SW  
Willmar, MN 56201

**Developer: Midwest & Bluegrass Rail**  
201 W Short St Suite 501  
Lexington, KY 40507



|                                                                                     |                                                                                               |
|-------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
|  | Found Iron Monument from Former Survey                                                        |
|  | Bonemma Runke Stern Inc placed a 5/8" Iron Rod with a 46169-46171/1-14895 stamped Plastic Cap |
|  | Tillage Line (April 2023)                                                                     |
|  | Change in direction - no monument                                                             |
|  | Buried Electric Line                                                                          |
|  | Buried Telephone Line                                                                         |
|  | Buried Telephone Line                                                                         |
|  | Electric Box                                                                                  |
|  | Telephone Pedestal                                                                            |
|  | Field Drain                                                                                   |
|  | Right of Way Sign / Gas Pipeline Sign                                                         |
|  | Culvert                                                                                       |
|  | Culvert & Drain Info                                                                          |

The Orientation of this bearing system is assumed.  
The south line of the Southeast Quarter of Section 17  
is assumed to bear N 88°41'00" E



Matthew D. Runke

Date ***April 27, 2023*** License No. 46171

May 17, 2023

RE: Willmar Municipal Utilities (WMU) sale of property- 810 Litchfield Ave SW

Background:

In 2010, WMU completed a facilities study to address future building needs. As a result, WMU purchased the former Taco John's property in 2010, and the former Gerry's Liquor property in 2013 for future building space needs.

WMU updated the facilities study in 2016. The 2016 study outlined the value of a new "green field" site consisting of 8-10 acres or more in size to accommodate a singular new facility, rather than operating from multiple locations.

With the updated 2016 Study the Municipal Utilities Commission (MUC) is focused on finding a new, larger space, the adjacent properties, commonly known as the 810 Litchfield Ave property became expendable.

Current State:

In 2022, the main floor tenant reached out to WMU and expressed interest in purchasing the property. WMU had the property appraised and conferred with City Attorney Robert Scott regarding selling the property to the main floor tenant, and in April of 2023, the MUC directed staff to sell the property.

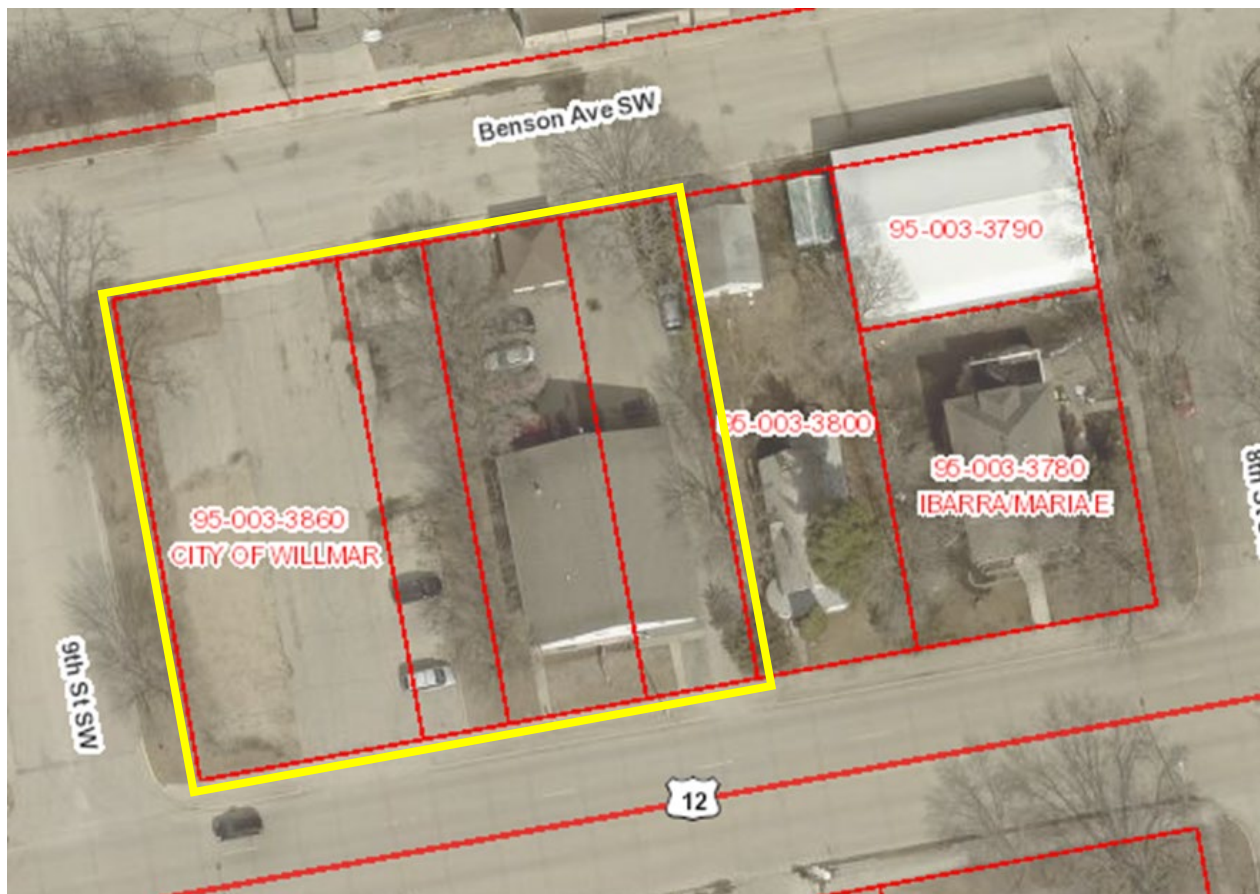
A verbal price agreement was established with the tenant and a purchase agreement has been drafted with the City Attorney's Office. The agreement is currently under review by the tenant.

Per Municipal Code Section 4.02. The Planning Commission, Subdivision 8, municipal property may not be sold until submitted and approved to the Planning Commission.

In summary, WMU is requesting the approval of the Planning Commission to sell the property at 810 Litchfield Avenue SW, and the adjacent parking property consisting of (4) total parcels (map attached) to the main floor tenant, subject to approval by the MUC and City Council.

Kevin Marti  
Supervisor of Facilities & Maintenance





## COMMERCIAL PROPERTY PURCHASE AGREEMENT

This Commercial Property Purchase Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between \_\_\_\_\_, hereinafter referred to as “Buyer”, and the Willmar Municipal Utilities Commission, an instrumentality of the City of Willmar, Minnesota, 700 SW Litchfield Avenue, Willmar, MN 56201, hereinafter referred to as “Seller.”

### RECITALS

1. Seller is the owner of certain real estate, improvements, personal property, and leases (collectively, the “Property”) located in the city of Willmar, Kandiyohi County, Minnesota:
  - a. **Real Property.** Real Property consisting of four parcels identified in the Kandiyohi County Assessor’s Office as Parcel Nos. 95-003-3820, 95-003-3830, 95-003-3840, and 95-003-9860 and as legally described on the attached Exhibit A (the “Land”).
  - b. **Improvements.** All buildings and improvements constructed or located on the Land (the “Improvements”).
  - c. **Personal Property.** All of the fixtures, if any, situated in or about the Property owned by Seller and relating to the use and operation of the Property (“Personal Property”).
  - d. **Leases.** Seller holds interests in and rights and responsibilities under leases relating to the Property which will remain in effect after the Closing, specifically including the following residential leases for units in the building on the Property (“Leases”):
    - 1) Residential Lease for Apartment #1 executed by Willmar Municipal Utilities through its Agent Lakes Area Realty and the tenants identified therein, dated September 2, 2015;
    - 2) Residential Lease for Apartment #2 executed by Willmar Municipal Utilities through its Agent Lakes Area Realty and the tenants identified therein, dated May 4, 2023;
    - 3) Residential Lease for Apartment #3 executed by Willmar Municipal Utilities through its Agent Lakes Area Realty and the tenants identified therein, dated August 5, 2019;
    - 4) Residential Apartment #4 is vacant.



2. Buyer desires to acquire Seller's interest in the Property, including the Leases, by voluntary sale.

3. Seller is willing to sell its interest in the Property "as is" without making any representations or warranties as to the condition of the Property or its suitability to Buyer's purposes.

### **AGREEMENT**

In consideration of the mutual covenants and agreements of the parties hereto contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Offer/Acceptance. Buyer agrees to purchase and Seller agrees to sell the Property under the terms and conditions set forth in this Agreement.

2. Purchase Price. The purchase price for the Property shall be [REDACTED] Dollars (\$ [REDACTED]), payable as follows:

- a. [REDACTED] (\$ [REDACTED]) as earnest money ("Earnest Money"), which Earnest Money shall be held by Seller, the receipt of which Seller hereby acknowledges; and
- b. The balance, [REDACTED] (\$ [REDACTED]), by check or wire to be paid on the Closing Date.

3. No Representations or Warranties. Seller agrees to quit claim the Property to Buyer on the Closing Date without making any representations or warranties about the condition of the Property, and Buyer agrees to accept the Property "as is", subject to the terms and conditions herein contained.

4. Seller's Reserved Interests; Restrictions and Covenants. Seller's conveyance of the Property to Buyer shall be subject to interests reserved to the Seller and restrictions and covenants as follows:

- a. None.

5. Closing Date. The closing shall take place at the Buyer's offices at 700 SW Litchfield Ave, Willmar, Minnesota 56201, or at such other place as may be agreed to mutually by the parties, on a date mutually agreed to by the parties, but no later than thirty (30) days after the Inspection/Due Diligence Period described in Section 12 has expired or is waived in writing by Buyer, subject to extension for title curative matters pursuant to Section 9 (the "Closing Date"). Seller agrees to deliver possession of the Property to Buyer on the Closing Date subject to the rights of tenants under the Leases.

6. Seller's Closing Documents. On the Closing Date, Seller shall deliver to Buyer the following:

- a. Quit Claim Deed. A duly executed quit claim deed, conveying the entirety of Seller's interest in the Property to Buyer.
- b. Seller's Affidavits. Seller shall provide a standard owner's affidavit and/or indemnity which may be reasonably required by the Title Company to issue an owner's policy of title insurance conforming to the requirements of Section 9 of this Agreement.
- c. Well Certificate. If there are wells on the Real Property, a Well Certificate in the form required by Minn. Stat. § 103I.
- d. Original Documents. To the extent reasonably available to Seller or Manager, original copies of the Leases, the Permits, Warranties, Plans and Records.
- e. Other Affidavits. Any other affidavits or certificates that may be required under Minn. Stat. § 116.48, Subd. 6, or Sect. 115B.16 or other provisions of law.
- f. Abstract. The abstract of title or the owner's duplicate certificate of title for the Real Property, if the same is in the Seller's possession.
- g. Other. Such other documents as may reasonably be required to transfer fee title to the Property to Buyer and to enable the Title Company to provide the Title Policy as required by this Agreement.

7. Buyer's Closing Obligations. On the Closing Date, Buyer will deliver to Seller the Purchase Price (less the Earnest Money previously paid to Seller), by check or wire.

8. Contingencies.

- a. Buyer's Contingencies. The obligation of the Buyer to perform under this Purchase Agreement is contingent upon the timely occurrence or satisfaction of each of the following conditions:
  - i. On the Closing Date, title to the Property shall be acceptable to Buyer in accordance with the provisions of Section 9.
  - ii. The Inspection Period described in Section 12, shall have expired without Buyer's termination of the Purchase Agreement.
  - iii. Buyer has obtained financing or otherwise obtained funds sufficient to enable it to pay the Purchase Price.

- iv. The contingencies in this section are solely for the benefit of, and may at any time be waived by, the Buyer. If any approval as provided herein is not obtained by the Closing Date, this Agreement shall be null and void, and in this event, Seller may retain the earnest money paid by Buyer.
- b. Seller's Contingencies. The obligation of the Seller to perform under this Purchase Agreement is contingent upon the timely occurrence or satisfaction of each of the following conditions:
- i. The Municipal Utility Commission of the City of Willmar shall approve the sale of the Property to Buyer consistent with the terms of this Agreement subject to the veto authority of the City Council of the City of Willmar.
  - ii. The City Planning Commission shall review the sale and provide a recommendation on the proposed conveyance as required by City Charter, Section 4.02, subd. 8.
  - iii. The Willmar City Council shall pass an ordinance authorizing the sale of the Property to Buyer consistent with the terms of this Agreement as required by Section 2.12, subdivision 1(G) of the City's Home Rule Charter.
  - iv. Buyer shall have performed all of its obligations required to be performed by Buyer under this Agreement as and when required under this Agreement.
9. Prorations. Seller and Buyer agree to the following prorations and allocation of costs regarding this Agreement.
- a. Title Insurance and Closing Fee. Buyer will pay all costs of the Title Commitment and all premiums required for the issuance of the Title Policy. Buyer will pay all costs relating to the title examination of the Property. Seller and Buyer will each pay half of any closing fee imposed by the Title Company. All other costs charged by the Title Company will be prorated as is normal and customary in the county in which the Property is located.
  - b. Deed Tax. Buyer shall pay the state deed tax as required in order to convey the Property to Buyer.
  - c. Real Estate Taxes and Special Assessments. General real estate taxes and installments of special assessments payable therewith payable in the year prior to the year of Closing and all prior years will be paid by Seller.

General real estate taxes and installments for special assessments payable in the year of closing shall be prorated such that Seller shall pay such portion of such taxes and assessments attributable to the period beginning on January 1 of the year in which the Closing Date takes place, and continuing through and including the Closing Date and Buyer shall pay such portion of such taxes attributable to the period beginning on the first day after the Closing Date takes place. If general real estate taxes due and payable during the year in which the Closing Date takes place have not yet been determined as of the Closing Date, Buyer and Seller shall prorate based on the last tax statement available.

- d. Recording Costs. Buyer will pay the cost of recording Seller's quit claim deed and Well Certificate, if any. Seller shall pay the cost of recording any documents necessary to perfect its own title or which release encumbrances other than Permitted Encumbrances.
- e. Other Costs. All other operating costs of the Property will be allocated between Seller and Buyer as of the Closing Date, so that Seller pays that part of such other operating costs accruing on or before the Closing Date, and Buyer pays that part of such operating costs accruing after the Closing Date.
- f. Rent. All rent owed under each of the residential leases shall be paid as provided in each lease to Seller until the Closing Date. All rent owed under the residential leases after the Closing Date shall be payable to Buyer. There will be no proration of the rent due under the residential leases. Buyer shall provide notice to tenants of this change to the payment of rent and form of payment.
- g. Attorneys' Fees. Each of the parties will pay its own attorneys', accountants' and consultants' fees.

10. Title. Seller shall quit claim the entirety of its interest in the Property to Buyer, and Buyer shall have the opportunity to satisfy itself that Seller's interest in the Property is free of encumbrances other than easements and restrictions of record which do not materially interfere with Buyer's intended use of the Property, the rights of the tenants in possession, and Permitted Exceptions as provided herein.

- a. Title Commitment. Buyer may at any time during the Inspection Period, obtain at its sole cost and expense, a title commitment ("Title Commitment") covering the Property and binding the title company ("Title Company") to issue at closing a current form ALTA Owner's Policy of Title Insurance ("Title Policy") in the full amount of the purchase price hereunder. Within thirty (30) days of the effective date of this Agreement, Seller shall deliver to Buyer one or more Abstracts of

Title, if the same are in Seller's possession, covering all parcels that make up the Property.

- b. Objections. Within fifteen (15) business days after delivery of the Title Commitment to Buyer from its Title Company, Buyer may deliver to Seller such written objections as Buyer may have to the form and content contained therein. Seller shall make commercially reasonable efforts to satisfy such objections prior to the Closing Date.
- c. Buyer's Rights if Seller Fails to Cure Objections. If Seller delivers written notice to Buyer on or before the Closing Date that Seller is unable to satisfy any objection or if, for any reason, Seller is unable to convey title satisfactory to Buyer in accordance herewith, Buyer may, as Buyer's exclusive remedies, waive such objections and accept such title as Seller is able to convey or terminate this Agreement by written notice to Seller and receive a refund of the earnest money, provided that such termination notice must be delivered on or before the Closing Date.
- d. Permitted Exceptions. The following shall be deemed to be permitted exceptions:
  - (1) Building and zoning laws, ordinances, state and federal regulations; and
  - (2) The lien of real property taxes payable in the year of Closing which by the terms of this Agreement are to be paid or assumed by Buyer.
  - (3) Matters contained in any title commitment or survey which Buyer is in possession of and for which Buyer does not make any objection to or waives any objection to and proceeds to closing on the Property.
  - (4) The following Leases as listed above:
    - 1) Residential Lease for Apartment #1 executed by Willmar Municipal Utilities through its Agent Lakes Area Realty and the tenants identified therein, dated September 2, 2015;
    - 2) Residential Lease for Apartment #2 executed by Willmar Municipal Utilities through its Agent Lakes Area Realty and the tenants identified therein, dated May 4, 2023;
    - 3) Residential Lease for Apartment #3 executed by Willmar Municipal Utilities through its Agent Lakes Area Realty and the tenants identified therein, dated August 5, 2019;

4) Residential Apartment #4 is vacant.

11. Operation Prior to Closing. During the period from the date of Seller's acceptance of this Agreement to the Closing Date (the "Executory Period"), Seller shall operate and maintain the Property in the ordinary course of business in accordance with prudent, reasonable business standards, including the maintenance of adequate liability insurance and any currently-maintained insurance against loss by fire, windstorm and other hazards, casualties and contingencies, including vandalism and malicious mischief, provided, that Seller will not enter into any new leases, or renew any lease terms (other than on a month-to-month basis), or modify or terminate any lease, or accept the surrender of any leased premises, without the written consent of Buyer, which consent shall not be unreasonably withheld or delayed.

12. Damage. If, prior to the Closing Date, all or any part of the Property is substantially damaged by fire casualty, the elements or any other cause, Seller shall immediately give notice to Buyer of such fact and at Buyer's option (to be exercised within fifteen (15) days after Seller's notice), this Agreement shall terminate. In the event Buyer does not terminate this Agreement during the said fifteen (15) day period, Seller shall have the right, during the succeeding five (5) day period to terminate this Agreement by giving written notice thereof to Buyer. In the event either Buyer or Seller so terminates this Agreement, the parties will have no further obligations under this Agreement and any Earnest Money, together with any accrued interest, shall be refunded to Buyer.

13. Inspection/Due Diligence Period. Buyer shall have thirty (30) days from the effective date of this Purchase Agreement, subject to a reasonable extension if necessary pursuant to Section 13.c. below (the "Inspection/Due Diligence Period"), to (i) conduct such surveys, reviews, inspections and tests of the Property as Buyer in its sole discretion deems necessary or advisable, (ii) conduct a Phase I environmental site assessment of the Property and, if recommended in the Phase I assessment, a Phase II environmental site assessment of the Property, and (iii) obtain such federal, state and local governmental approvals and permits as Buyer in its sole discretion deems necessary or advisable for Buyer's proposed development and use of the Property. Such inspection/due diligence by Buyer shall include, but not necessarily be limited to, the following:

- a. Seller shall allow Buyer and its agents, upon 24 hours advance verbal or written notice from Buyer to Seller, the right of any ingress and egress over and through the Property for the purpose of inspecting and testing the same and making other observations as Buyer deems prudent, necessary or advisable, all however, at Buyer's expense. Buyer agrees to indemnify and hold Seller harmless from all expense, injury, death, or property damage or claims of any kind whatsoever arising out of or in any way incidental to Buyer's presence on the Property for the purposes aforesaid, which indemnity and hold harmless obligation of Buyer shall survive



termination of this Purchase Agreement for any reason. Buyer will return the Property to its original condition after any inspections and testing.

- b. If prior to the end of the Inspection/Due Diligence Period, Buyer finds any information or conditions relating to the Property or Buyer's proposed development and use thereof that are objectionable to Buyer in Buyer's sole discretion, Buyer shall have the right to terminate this Purchase Agreement by giving written notice of termination to Seller no later than the end of the Inspection/Due Diligence Period and in such case, any Earnest Money shall be promptly refunded to Buyer. For purposes of this Section, objectionable information or conditions means: (1) that the item or component being inspected is not fit for its intended purpose, that it is in violation of a public law, code or regulation, that it needs replacement, cleaning, repairs or service, or that it is missing essential parts; or, (2) that an environmental condition (such as for example radon, mold, well water contamination, asbestos, soil contamination, noise or vibration) exists at levels that are unacceptable to Buyer. However, an item or component is not in objectionable condition if its only imperfections are cosmetic or signs of wear and tear or diminished effectiveness associated with an item or component of its age, or because it is not new or perfect, or because it is legally nonconforming under current law.
- c. In the event that the Phase I environmental site assessment of the property conducted by Buyer recommends that a Phase II environmental site assessment of the property be completed, the parties shall agree to extend of the Inspection/Due Diligence Period as reasonably necessary to allow such Phase II environmental site assessment to be completed, and any other applicable time periods established herein shall be extended by the same amount of time as the Inspection/Due Diligence Period extension.

14. Purchase "As-Is". Subject to Buyer's right to terminate this Agreement during the Inspection/Due Diligence Period (Section 12), Buyer agrees to accept the condition of the Property, including specifically without limitation, the environmental and geological condition of the Property, in an "AS-IS" and with "ALL FAULTS" condition. Buyer's acceptance of title to the Property shall represent Buyer's acknowledgment and agreement that, except as expressly set forth in this Agreement: (i) Seller has not made any written or oral representation or warranty of any kind with respect to the Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose), (ii) Buyer has not relied on any written or oral representation or warranty made by Seller, its agents or employees with respect to the condition or value of the Property, (iii) Buyer has had an adequate opportunity to inspect the condition of the Property, including without limitation, any environmental testing, and to inspect documents applicable thereto, and Buyer is relying solely on such inspection and testing, and (iv) the condition of the Property is fit for Buyer's intended use. Buyer agrees to accept all risk of Claims (including without limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or under a

federal, state or local statute, rule or regulation) whether past, present or future, existing or contingent, known or unknown, arising out of, resulting from or relating to the condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation, the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated or will migrate from or to the Property.

For purposes of this Section, the following terms have the following meanings:

“Environmental Law” means the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §9601 et seq. the Federal Water Pollution Control Act, 33 U.S.C. §1201 et seq., the Clean Water Act, 33 U.S.C. §1321 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq., the Toxic Substances Control Act, 33 U.S.C. §1251 et seq., and the Minnesota Environmental Response and Liability Act, all as amended from time to time, and any other federal, state, local or other governmental code, statute, regulation, rule, law, permit, consent, license, order or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing and hereafter enacted; and

“Hazardous Substance” means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.

“Claim” or “Claims” means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgment, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney’s fees, consultant’s fees, costs, remedial action costs, cleanup costs and expenses which may be related to any claims).

15. Notices. Any notice required or permitted to be given by any party upon the other is given in accordance with this Agreement if it is directed to Seller by delivering it personally to a representative of Seller; or if it is directed to Buyer, by delivering to a representative of Buyer; or if mailed by United States registered or certified mail; return receipt requested, postage prepaid; or if transmitted by facsimile copy followed by mailed notice as above required, or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Buyer: John Harren, General Manager  
Willmar Municipal Utilities  
700 SW Litchfield Ave  
Willmar, MN 56201

If to Seller: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit as aforesaid; provided, however, that if notice is given by deposit, that the time for response to any notice by the other party shall commence to run two (2) business days after any such deposit. Any party may change its address for the service of notice by giving advance written notice of such change to the other party, in any manner above specified.

16. Entire Agreement; Amendments. This Agreement represents the complete and final agreement of the parties and supersedes any prior or contemporaneous oral or written understanding between the parties. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in a writing executed by the parties. This Agreement may be amended only in writing, signed by both parties.

17. Binding Effect; Assignment. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. Each party agrees to give the other party notice prior to assigning its interest in the Property or this Agreement.

18. Controlling Law. The Parties acknowledge and agree that each has been given the opportunity to independently review this Agreement with legal counsel, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of this Agreement. The Parties have equal bargaining power, and intend the plain meaning of the provisions of this Agreement. In the event of an ambiguity in or dispute regarding the interpretation of this Agreement, the ambiguity or dispute shall not be resolved by application of any rule that provides for interpretation against the drafter of the Agreement. This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.

19. Remedies. If Buyer defaults under this Agreement and fails to cure such default within thirty (30) days after receipt of written notice from Seller identifying such default, then Seller has the right to immediately terminate this Agreement and retain the Earnest Money as liquidated damages, time being of the essence of this Agreement. The termination of this Agreement and retention of the Earnest Money will be the sole remedy available to Seller for such default by Buyer, and Buyer will not be liable for damages. If Seller defaults under this Agreement and fails to cure such default within thirty (30) days after receipt of written notice to from Buyer identifying such default, then Buyer has the right to immediately terminate this Agreement and have the Earnest Money returned to it. The termination of this Agreement will be Buyer's sole remedy for default by Seller, and Seller will not be liable for damage.

20. Counterparts. This Purchase Agreement may be executed in counterparts, each of which shall be deemed an original, and which together shall constitute a single, integrated contract.

21. Miscellaneous:

- a. The information contained in any rent roll to be made available to Buyer, and all other information concerning written leases and any tenancies in the Property not arising out of written leases, will be accurate as of the date set forth therein, or if no date is set forth therein, as of the Closing Date. There are no leases or tenancies for any space in the Property other than those set forth in said rent roll and other documents provided to Buyer and no renewal or extension options have been granted to tenants other than as set forth in said leases. The rents set forth are being collected on a current basis and there are no arrearages in excess of one (1) month. No tenant is entitled to rental concessions or abatements for any period subsequent to the Closing Date, and Seller is aware of no claim by any tenant that it is entitled to an offset against or abatement of any rent. No action or proceeding instituted against Seller by any tenant of the Property is presently pending in any court. The accounting for security deposits (and interest thereon) provided by Seller to Buyer is accurate and there are no security deposits other than those set forth thereon. Security deposits shall be conveyed by check to Buyer at closing and shall thereafter be maintained by Buyer consistent with applicable law.
- b. With respect to each of the Leases in effect on the Closing Date, Buyer and its successors and assigns shall not, for a period of six (6) months from the Closing Date or for the term of the respective residential lease agreement, whichever is longer, do any of the following:
  - (1) Increase the rent owed under any Lease in effect on the Closing Date, including any month-to-month lease agreements, by more than fifteen percent (15%);
  - (2) Substantively modify the terms of any residential lease agreement, including any month-to-month lease agreements; or
  - (3) Terminate any residential lease agreement in effect on the Closing Date, including any month-to-month lease agreements, unless valid grounds exist for the termination of the tenancy pursuant to a violation of the lease agreement.

This provision will survive and be in full force and effect after the Closing, and shall not be deemed to have merged into any of the Closing Documents. Seller may enforce this provision by initiating an action in Kandiyohi County District Court.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed on the date above written.

**BUYERS:**

\_\_\_\_\_

**SELLER:**

**WILLMAR MUNICIPAL UTILITIES  
COMMISSION**

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

By: \_\_\_\_\_  
Bruce DeBlieck, President

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

By: \_\_\_\_\_  
John Harren, General Manager

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Legal Description for Parcel Nos. 95-003-3820 and 95-003-3830:

Lots 6, 7, 8 and 9, except the westerly 22 feet of Lot 9 measured to a line parallel with the west line of said Lot 9, all in Block 34 of the Original Town of Willmar, Kandiyohi County, Minnesota.

Legal Description for Parcel Nos. 95-003-3840 and 95-003-3860:

The Westerly 22 feet of Lot 9 measured to a line parallel with the West line of said Lot 9 and all of Lots 10, 11 and 12 of Block 34 of the Original Plat of the Town (now City) of Willmar, Kandiyohi County, Minnesota.





# CITY OF WILLMAR

FILE #: 23-04

## PLAN REVIEW APPLICATION

Applicant: C&B LLC Address: 1020 Hwy 71 NE, Willmar

Phone Number: 320-894-7086 Email: bridgevenosdel@gmail.com

Owner: Clay & Bridgette Venosdel Address: 23002 Co. Rd. 5 N.W New London

Applicant's Property Interest: owner Parcel #: 95-911-0550

Ordinance Section Number: \_\_\_\_\_ Zoning District: GB

Legal Description: sect -11 Twp-119 Range -35 That part of govt. Lot 3 Desc as flws: com at a pt of intersection of the N line of SD GL 3 & The E'LY R-O-W line of TH#71 TH S'LY 100' TO PT OF BEG OF TRACT HEREIN

The Applicant requests a plan review for the above-described property to: add  
a 2 bedroom apartment to second  
floor in existing 600 S.F. space

What will be the impact of this use on neighborhood property values?: \_\_\_\_\_  
No Impact

How does this use conform to the Zoning Ordinance and the Comprehensive Plan goals and objectives?: Adds needed rental units to city

How will the use affect the development and improvement of other properties in the neighborhood?: No Impact

Have appropriate utilities, access roads, ingress/egress, stormwater management, and traffic flow, been designed/planned for the use so as to not negatively affect the public health, safety and welfare of the neighborhood?: yes

How will the use "fit into" the neighborhood and be compatible with abutting properties?: It will fit very well and is compatible

How will the uses architectural appearance, design, and function of the use conform with the surrounding built environment?: No change

Applicant's Signature: Clay R. V. O'Neil Date: 5-2-23

(For staff use only)

Commission Date: 5-17-23Application Fee: \$150 to City of Willmar ☒

[Signature]  
Zoning Administrator

### DECISION OF THE CITY OF WILLMAR PLANNING COMMISSION

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ the City of Willmar Planning Commission:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any person aggrieved by this decision shall have the right to appeal to the District Court of Kandiyohi County.

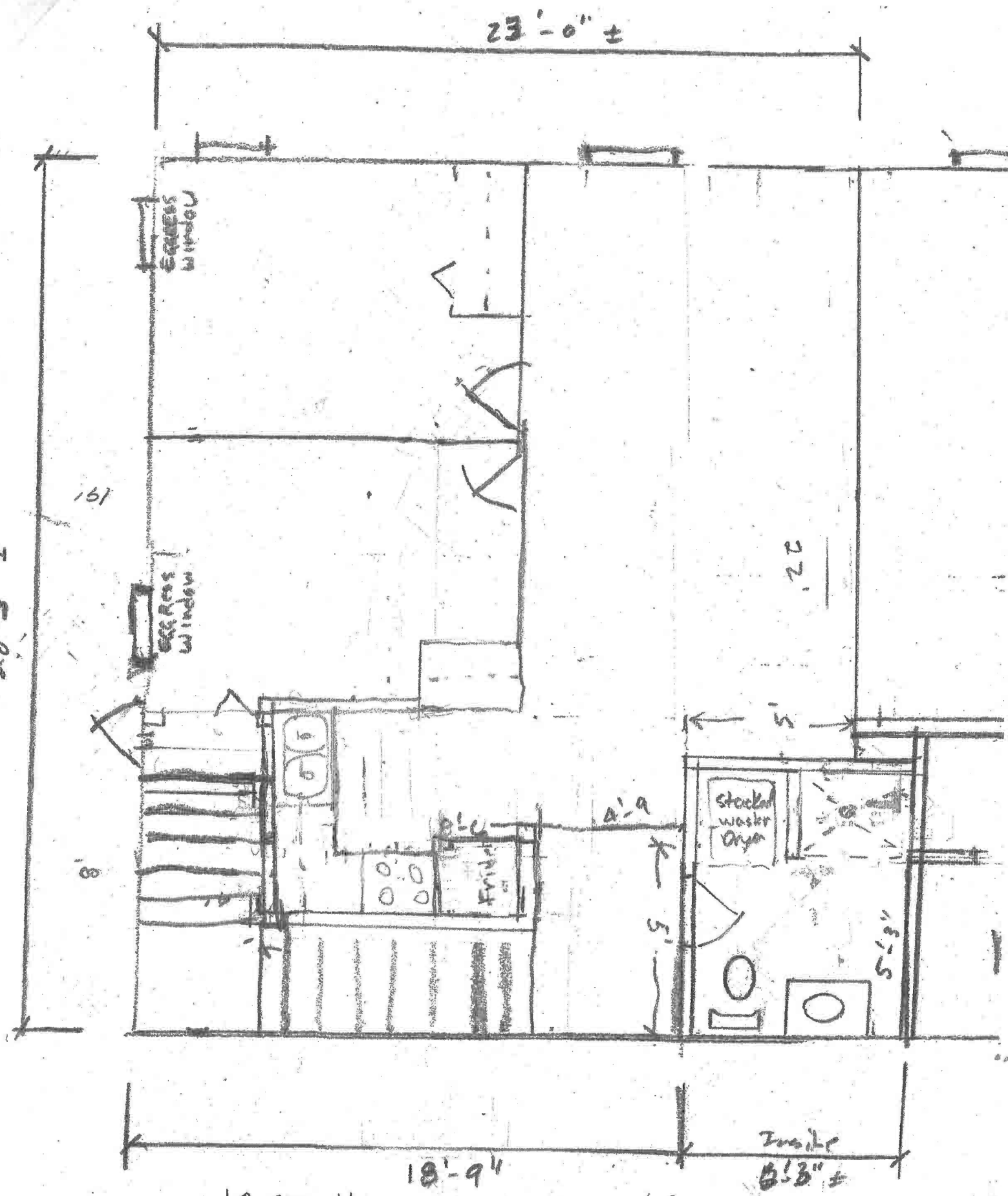
Signed: \_\_\_\_\_

Chairperson

\_\_\_\_\_

Zoning Administrator

E-87



1020 Hwy. 71 N.E. Willmar  
Plan for apartment



## City of Willmar

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### City Council Action Request

|                              |                                                  |                                |                          |
|------------------------------|--------------------------------------------------|--------------------------------|--------------------------|
| <b>Council Meeting Date:</b> | June 20, 2023                                    | <b>Agenda Item Number:</b>     | 5.D.                     |
| <b>Agenda Section:</b>       | Consent Items                                    | <b>Originating Department:</b> | Planning and Development |
| <b>Resolution:</b>           | No                                               | <b>Prepared By:</b>            |                          |
| <b>Ordinance:</b>            | No                                               | <b>Presented By:</b>           |                          |
| <b>Item:</b>                 | Planning Commission "Draft" Minutes June 7, 2023 |                                |                          |

**RECOMMENDED ACTION:**

**OVERVIEW:**

**BUDGETARY/FISCAL ISSUES:**

**ALTERNATIVES TO CONSIDER:**

**ATTACHMENTS:**

1. 06.07 Agenda
2. 06-07 Minutes
3. Visuals 06-07

CITY OF WILLMAR  
PLANNING COMMISSION MEETING  
6:30 P.M. ON WEDNESDAY, JUNE 7<sup>th</sup>, 2023.  
CONFERENCE ROOM #1  
WILLMAR CITY HALL

Chair: Jonathan Marchand

Vice Chair: Kelsey Vosika

Members: Steve Dresler, Stacy Holwerda, Yvon Fils-Aime, John Christianson and Christopher Buzzeo.

**AGENDA**

1. Meeting Called to Order
2. Minutes from May 17<sup>th</sup> meeting
3. Kuepers – CUP and Subdivision (Final) / Public Hearing
4. Justin Paffrath Tiny Homes CUP (PUD) / Public Hearing
5. Text and Map Zoning Amendment – I-3 District / Public Hearing
6. Rail Park Subdivision – Final Plat
7. Rail Park Plan Review Final – 1<sup>st</sup> Phase
8. WMU Purchase Agreement - Final
9. Venosdel Plan Review – Final
10. Bethesda – Rezoning (Introduction)
11. Miscellany
12. Adjourn

\*\*\*\*\*

**1. MEETING CALLED TO ORDER**

**2. MINUTES FROM MAY 17<sup>TH</sup> MEETING**

**3. KUEPERS / CUP (PUBLIC HEARING) / SUBDIVISION (FINAL)**

**Overview:**

- Kuepers Inc is proposing a second phase of the Preserve on 24<sup>th</sup>. It is located on lots 95-841-0110, 0120, 0130, and 0140 on 24th Street SE.
- Zoning is General Business and multi-family developments are permitted with a Conditional Use Permit.
- The conditional use permit and preliminary minor subdivision were introduced to the Planning Commission on 03/01/2023 meeting.
- The two buildings will each have 1 studio apartment, 12 one-bedroom units and 23 two-bedroom units.
- Staff has instructed the applicant to provide the parking they think they need and disregard the minimums.

- This project will need minor subdivision and final subdivision will have two lots where it will be built a building per lot.

**Comments:**

**WPD:** No concerns from the WPD aspect.

**Fire Department:**

- Additional Fire hydrant on the Northside of Building five.
- PIV must be monitored by Fire Alarm company.
- Road between apartments and garages must be at least 20' in width.
- Fire Hydrant must meet City of Willmar specifications.

**WMU Electric:** They are good to go with the proper easements for the electric.

**WMU Water:** No comments at this time.

**Engineering:**

**Staff CUP Recommendation: Staff recommends approval for the Conditional Use Permit.**

**Staff Minor Subdivision Recommendation: Staff recommends approval for the Minor Subdivision.**

- **Data for the Preliminary & Final Plat meet City standards.**
- **Comments and Recommendations from staff have been followed.**

**4. JUSTIN PAFFRATH TINY HOUSES (CUP-PUD) / PUBLIC HEARING**

**Overview:** Justin Paffrath is in the process of subdividing three parcels on Pleasant View Dr SE. Mr. Paffrath is seeking to divide them into 20 separate lots for his tiny home subdivision. The lot sizes and setbacks of Mr. Paffrath's subdivision does not meet City standards. However, Mr. Paffrath is requesting a PUD under the guidelines of a conditional use permit CUP. A PUD exempts the subdivision from City standards, so the Planning Commission has full authority to set the standards for the subdivision, such as lot minimums and other site design features.

- The subdivision will result in 16 residential homes and four outlots.
- The lots will be tiny homes

**Staff Recommendation: Staff recommends holding the public hearing to get public feedback, but staff recommends tabling a decision until there is more information provided to staff regarding utilities.**

## **5. TEXT AND MAP ZONING AMENDMENT – I-3 DISTRICT / PUBLIC HEARING**

**Overview:** This is a city-initiated Map and Text Zoning Amendment that creates a new Zoning designation called Industrial 3 District. This district will be exclusively for for the Rail Park, already in the approval process. Industrial uses related to the rail facilities will be permitted under Plan Review in the I-3 District. Map and Text to amend Ordinance 1060, Section 05 is attached to this Agenda as Visual.

**Staff Recommendation: Staff recommends approval for the new I-3 District**

## **6. RAIL PARK SUBDIVISION, SUBDIVISION – PRELIMINARY AND FINAL PLAT**

### **Overview:**

- This is a major subdivision to reorganize all the existing lots into one lot that is 145 acres.
- There will be a new zoning district for the area (I-3, Industrial 3).
- This would be a rail related industry district.
- MB rail will need to provide grading plans for rail construction to be approved.
- At this moment their approach is just to build the rail and allow other interested companies to build the buildings that they need. This means there will be more subdivisions associated with this property, and that as buildings come in they will be subject to the full scrutiny of plan review.
- The preliminary plat was presented to Planning Commission on 05/17/2023, with no comments.

### **Comments:**

**Fire Department:** At this point they have no comments. As the project progresses they will have to add several fire hydrants and accessible roads.

**WPD:** No concerns from the WPD side of things at this point.

**WMU Electric:** They have no further comments at this time. We will work on future easements as it gets closer to developing

**WMU Water:** They have no additional comments at this time.

**MnDOT District:** The control access should be shown on the adjacent highway plat.

### **Engineering:**

**Staff Recommendation: Staff recommends approving the major subdivision. The plats provided meet all the requirements for the preliminary and final plat approval.**

## **7. RAIL PARK PLAN REVIEW FINAL – 1<sup>ST</sup> STAGE**

### **Overview:**

- This Plan Review is to build the rails considering the 1<sup>st</sup> phase of the Rail Park Development.



**Comments:**

**Fire Department:** They have no concerns with phase one as it is shown in yellow on the plans provided.

**WMU Water:** They have no additional comments on this project at this time. They support serving water to this property.

**WMU Electric:** They don't have any comments or concerns at this point, they will need lots of easements as they move forward.

**WPD:** No concerns from the WPD of things. They have already addressed potential turn lanes, which would have been their suggestion also on Hwy 40.

**Engineering:** They have reviewed the Existing Conditions Sheet C1.1 and Concept Plan Sheet C2.1 for Phase I of the project which were submitted via e-mail 5/19/2022 and dated 5.15.2023. In addition, we have reviewed the revised Preliminary Plat - Willmar Rail Park Addition - Prelim Plat 2023-05-22. They have the following comments:

1. The applicant shall obtain all necessary regulatory agency permits/approvals and provide verification to the City of Willmar for our files prior to construction.
2. Any sub-surface tile lines encountered during construction shall be repaired and or re-routed to maintain drainage.
3. The applicant shall submit a grading plan for the review of the City of Willmar.
4. The applicant shall submit rail plans to the City of Willmar.
5. The applicant shall submit a Stormwater Pollution Prevention Plan for the review of the City of Willmar.
6. The applicant shall submit a Stormwater Management Plan for the review of the City of Willmar.
7. The Preliminary Plat shall be signed by a Land Surveyor licensed in the State of Minnesota.
8. A minimum of 75 feet of Right-of-Way north of the centerline of State Highway 40 shall be dedicated on the plat.
9. Current title commitments for the property identified in the Preliminary Plat shall be obtained for verification of the legal description.
10. All construction shall be in accordance with the City of Willmar Standards.
11. A pre-construction meeting shall be held prior to any construction at the site.

**Staff Recommendation: Staff recommends the approval of the 1<sup>st</sup> phase of the rail park plan review.**

- A grading plan of the entire site will be needed to install any rail for the project
- An Environmental Assessment Worksheet will need to be completed by the developer and reviewed & approved by City staff.

- The first stage of the Rail Park is the case of the requirements under Minn. R. 4400.4300, to approve Phase I. After that the city would need to rely on the provision in Minn. R. 4400.4100.

## **8. WMU PURCHASE AGREEMENT - FINAL**

### **Overview:**

In 2010, WMU completed a facilities study to address future building needs. As a result, WMU purchased the former Taco John's property in 2010, and the former Gerry's Liquor property in 2013 for future building space needs.

WMU updated the facilities study in 2016. The 2016 study outlined the value of a new "green field" site consisting of 8-10 acres or more in size to accommodate a singular new facility, rather than operating from multiple locations.

With the updated 2016 Study the Municipal Utilities Commission (MUC) is focused on finding a new, larger space, the adjacent properties, commonly known as the 810 Litchfield Ave property became expendable.

In 2022, the main floor tenant reached out to WMU and expressed interest in purchasing the property. WMU had the property appraised and conferred with City Attorney Robert Scott regarding selling the property to the main floor tenant, and in April of 2023, the MUC directed staff to sell the property.

A verbal price agreement was established with the tenant and a purchase agreement has been drafted with the City Attorney's Office. The agreement is currently under review by the tenant.

In summary, WMU is requesting the approval of the Planning Commission to sell the property at 810 Litchfield Avenue SW, and the adjacent parking property consisting of (4) total parcels to the main floor tenant, subject to approval by the MUC and City Council.

- The preliminary draft was presented to Planning Commission on 05/17/2023, with no comments.

**Staff Recommendation: Staff recommends approval of the WMU purchase agreement.**

## **9. VENOSDEL, PLAN REVIEW – FINAL**

### **Overview:**

- Clay Bridgette is requesting a Plan Review to build an apartment on the second floor of an existing building.
- The lot is zoned as GB (General Business)
- It is located at 1020 Hwy 71 NE, Willmar.
- They will add a two-bedroom apartment to the second floor on existing 600 square feet space.
- The site plan was presented to Planning Commission on 05/17/2023, with no comments.

**Comments:**

**WPD:** No areas of concern from WPD aspect.

**Fire Department:** At this point FD has no issues.

**WMU Water:** The apartment will need to be metered separately from the existing account and per our policy at WMU, access to both the meter and the shut off for both accounts is necessary as needed.

**WMU Electric:** They are good to go. If they want to change any of the services for this apartment, they should look at upgrading their services to underground at this time.

**Engineering:** If no construction is being proposed on the exterior of the building, they do not have any comments.

**Staff Recommendation:** Staff recommends approval of the plan review.

- This is a conversion of existing space to a residential unit.
- City Code requires a plan review.
- City staff have visited the property to outline further requirements.
- This project is a commercial remodel with no exterior construction needed to complete the project.

**10. BETHESDA – REZONING INTRODUCTION**

**Overview:**

- Bethesda is looking to expand their campus on a parcel of land they currently own (parcel ID 95-914-2610).
- It is located on northeast corner of 12<sup>th</sup> St SE and Willmar Ave SE.
- This parcel is currently zoned as the Agriculture District and the intention is to change it to LB.
- They intend to build Senior Independent Living apartments, it will be built in 2 phases, the first is 120 apartments building and the second 90 apartments building.
- A CUP / PUD will be requested for building approval.

**11. Miscellaneous**

- Short Term Rentals.

**12. Adjourn**

**WILLMAR PLANNING COMMISSION  
WEDNESDAY, JUNE 7<sup>th</sup>, 2023  
333 6<sup>TH</sup> STREET SW, CONFERENCE ROOM 1  
MINUTES**

1. The Willmar Planning Commission met on Wednesday, June 7<sup>th</sup>, 2023, at 6:30pm at the City Hall

**Members Present:** Chair Jonathan Marchand, Kelsey Vosika, Stacy Holwerda, Yvon Fils-Aime and Christopher Buzzeo.

**Members Absent:** John Christianson and Steve Dresler.

**Others Present:** Director Justice Walker, City Planner Guilherme Motta, Jennifer Kotila, Leslie Valiant, Steve Kuepers, Christine Soma, Michelle Haefner, Troy Redenson, Kevin Marti, Steve Blom, Philip Kvam, Justin Paffrath, Aaron Backman, Dan Tempel, Jason Ver Steeg, Bridgette Venosdel.

2. Chair Marchand called for order at 6:30pm. He started by moving agenda item 6 (Rail Park Subdivision, Final Plat) to the next meeting. Commissioners reviewed minutes from May 17<sup>th</sup>. Commissioner Buzzeo asked for changes in the item 1 regarding to corner setbacks and item 7 regarding budget belongs from WMU. Commissioner Buzzeo motioned to approve with the corrections, and Commissioner Vosika seconded. All members present voted aye to approve. The motion was approved.

### **3. KUEPERS – CUP AND MINOR SUBDIVISION – PUBLIC HEARING.**

Director Walker gave an overview of the project and read the staff recommendation. He explained it is a minor subdivision, all the utilities are provided and just need to hook up on the existing ones.

The public hearing was opened at 6:41pm.

Mr. Backman said it would be a good investment and a great addition for the city.

Mr. Kuepers commented that he hopes to go on with the project and there is a similar existing development built in front of the proposed lot.

No more comments for the public. Public Hearing closed at 6:43pm.

Commissioner Buzzeo asked about engineering comment 20, regarding the lighting plans, and Director Walker responded that lighting plans are usually reviewed and approved with the full construction plans. He commented about the concern with storm water calculation for the housing development considering the original plat was approved for commercial purpose. Director Walker commented that all plats will be approved prior to the construction permits and all recommendation from the engineering and others will be considered.

**Staff recommended in favor of the approval for the CUP and the Minor Subdivision.**

**Commissioner Buzzeo motioned to approve the Conditional Use Permit, and Commissioner Fils-Aime seconded. Chair Marchand made the affirmative findings according to Ordinance 1280. Commissioner Vosika voted aye, Commissioner Holwerda voted aye, Commissioner Fils-Aime voted aye, Commissioner Buzzeo voted aye and Chair Marchand voted aye. The motion was approved.**

**Commissioner Buzzeo motioned to approve the Minor Subdivision; Commissioner Holwerda seconded. Commissioner Vosika voted aye, Commissioner Holwerda voted aye, Commissioner Fils-Aime voted aye, Commissioner Buzzeo voted aye and Chair Marchand voted aye. The motion was approved.**

#### **4. JUSTIN PAFFRATH TINY HOMES – PUD AND PUBLIC HEARING**

Director Walker gave an overview of the project and read the staff recommendation; he explained that they are still providing utility plans and information to be submitted for comments and planning commission should have more information to approve the project.

Public Hearing was opened at 6:52pm.

Director Walker commented that the Planning Commission has authority to determine all the requirements for PUD approval considering the standards for approval and setbacks.

Mr. Paffrath commented that Minnesota Department of Labor excluded the exterior wall for calculation of the tiny houses area. He said the project is not as dense as apartments would be and the proposed setbacks will allow the option for building the garages.

No one else commented and the Public Hearing was closed at 6:58pm.

Chair Marchand motioned until Planning Commission has more information to approve the project and could be voted. All members present votes aye.

#### **5. TEXT AND MAP ZONING AMENDMENT – I-3 INDUSTRIAL DISTRICT – PUBLIC HEARING**

Director Walker explained the proposal for the creation of the new I-3 Industrial District. He explained the distinction between the I-1, I-2 and I-3 Industrial Districts and the intention is to create an exclusive rail focused district.

Chair Marchand opened the Public Hearing at 7:04pm.

Mr. Backman is supportive of the proposed text and map amendment and all developments in the proposed zoning may be rail related or they may look for land in other spot. Several companies have already contacted interested in the area.

Mr. Paffrath asked what the affected areas are and if all of them are city properties.

Mr. Philip Kvam owns a parcel and wanted to know how he would be affected.

Chair Marchand asked about the BNSF certification criteria and Mr. Backman explained it is related to soil, environment assessments, surveys, boundaries and topography.

Director Walker explained that there is a concern about the environmental issues.

Commissioner Buzzeo asked what the logic of the I-3 Industrial District is. Director Walker explained it is to maximize the rails infrastructure and investments.

Mr. Backman said the zoning will determine the size of areas and they should be big areas considering the proposed requirements for trails use and the rail goes near all of the buildings, working as a hub.

Commissioner Holwerda asked what are the uses permitted on I-3 Industrial District and City Planner Motta presented a table of uses.

Chair Marchand asked if anyone has any more questions. Public Hearing was closed at 7:29pm.

**Commissioner Holwerda motioned to approve the Text and Map Zoning Amendment; Commissioner Vosika seconded. Chair Marchand voted aye Commissioner Fils-Aime voted aye, Commissioner Vosika voted aye, Commissioner Holwerda voted aye and Commissioner Buzzeo voted nye. The motion was approved.**

#### **6. This item was moved to the next meeting.**

#### **7. RAIL PARK, PLAN REVIEW 1<sup>ST</sup> STAGE – FINAL**

Director Walker gave an overview of the project according to the agenda and comments provided. He explained Minnesota rules for the acreage of the development and Environment assessment workshop will be required. He read the attorney recommendation regarding the EAW concerns and that Phase 1 could be approved but the EAW will need to be provided. Mr. Backman pointed out that the Council approved accepting a grant funding Highway 40 improvements including access for the Rail Park, considering trucks access in a safe manner. He said they would need at least a line of rail to start the project. Commissioner Holwerda asked about the size of the building and the water utilities availability and if WMU will be supporting it. Director Walker explained that all buildings will be reviewed separately in the future and submitted for WMU and engineering comments and so utilities can be requested and provided by developer, if necessary. Each new development will need separate approval, will be subject to new comments and has to be submitted to the Planning Commission.

**Commissioner Buzzeo motioned to approve Rail Park Plan Review; Commissioner Holwerda seconded. Chair Marchand made the affirmative findings according to Ordinance 1280. Chair Marchand voted aye, Commissioner Fils-Aime voted aye, Commissioner Vosika voted aye, Commissioner Holwerda voted aye and Commissioner Buzzeo voted aye. The motion was approved.**

#### **8. WMU PURCHASE AGREEMENT - FINAL**

Director Walker overviewed the WMU purchase agreement according to the agenda. He showed the location of the area in the GIS and mentioned there is a WMU representative in the meeting. Chair Marchand suggested that commissioner read the minutes from 05/17 to remind the past questions.

**Commissioner Vosika motioned to approve WMU Purchase Agreement; Commissioner Fils-Aime seconded. Chair Marchand voted aye, Commissioner Fils-Aime voted aye,**

**Commissioner Vosika voted aye, Commissioner Holwerda voted aye and Commissioner Buzzeo voted aye. The motion was approved.**

#### **9. VENOSDEL, PLAN REVIEW – FINAL**

Director Walker gave an overview of the project according to the agenda. He explained that there is no alteration in the exteriors and only interior remodeling. No more comments.

**Commissioner Fils-Aime motioned to approve Venosdel Plan Review; Commissioner Holwerda seconded. Chair Marchand made the affirmative findings according to Ordinance 1280. Chair Marchand voted aye, Commissioner Fils-Aime voted aye, Commissioner Vosika voted aye, Commissioner Holwerda voted aye and Commissioner Buzzeo voted aye. The motion was approved.**

#### **10.BETHESDA – REZONING INTRODUCTION**

Director Walker gave an overview of the proposal according to the agenda. He explained the project and that they would need a rezoning to permit the development. They are going to build senior housing. Christine Soma explained the difference between assistant and independent living, considering that the second if or residential propose. Justice commented that it has to be rezoned and platted. A Conditional Use Permit / PUD would be required. Chair Marchand asked what their timeline is. Director Walker said the approvals could stretch into August. Mr. Backman said Bethesda extends their housing to the Willmar Ave and senior living is the number one category considering housing needs in the city. He was supportive of the development and said it is a step forward giving people housing options. He was also supportive of the high-density rezone request. Mrs. Soma asked if Limited Business is a more flexible zoning than the Residential ones. Director Walker explained that as a PUD they can do what they want with flexibility with Planning Commission approval, not depending on the zoning they are. No more questions.

#### **11.MISCELLANNY**

1. Mr. Temple presented a proposed subdivision on Highway 12 to split in two lots and develop a storage building as a basic storage structure. He presented a preliminary plat for the subdivision.
2. Director Walker broached the topic of short-term rentals. He stated that he has seen an uptick in inquiries over the last few months. He said he would like to see an ordinance adopted that prohibited non-homesteaded short-term rentals.

#### **12.ADJOURN**

Commissioner Holwerda motioned to adjourn at 8:25pm. Seconded by Commissioner Fils-Aime. All members present aye. The motion carried. With no further business, the meeting was adjourned.

Minutes presented by City Planner Guilherme Motta



Plat of:

PRESERVE ON 24TH FIRST ADDITION

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: That The Preserve on 24th of Willmar, LLLP, a Minnesota limited liability limited partnership, as owner of the following described property:

Lots 2, 3, 4, 5, Block 2, THE WATER VIEW BUSINESS PARK.

Has caused the same to be surveyed and platted as PRESERVE ON 24TH FIRST ADDITION, and does hereby dedicate to the public for public use the utility easements as created by this plat.

In witness whereof said The Preserve on 24th of Willmar LLLP, a Minnesota limited liability limited partnership, has caused these presents to be signed by its proper partner this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

Signed: The Preserve on 24th of Willmar, LLLP  
By: The Preserve on 24th of Willmar, LLLP, General Partner

Steven Kuepers, Chief Manager

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

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by Steven Kuepers, Chief Manager of The Preserve on 24th of Willmar, LLLP, a Minnesota limited liability limited partnership, General Partner of The Preserve on 24th of Willmar, LLLP, a Minnesota limited liability limited partnership, on behalf of the partnership.

Notary Signature

Notary Printed Name  
Notary Public, \_\_\_\_\_ County, Minnesota  
My Commission Expires \_\_\_\_\_

Land Surveyor

I Joshua M. Stern 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 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 \_\_\_\_\_ 20\_\_

Joshua M. Stern, Licensed Land Surveyor  
Minnesota License No. 46169

STATE OF MINNESOTA  
COUNTY OF KANDIYOHI

This instrument was acknowledged by me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by Joshua M. Stern, Licensed Land Surveyor, Minnesota License No. 46169.

Notary Signature

Notary Printed Name  
Notary Public, Kandiyohi County, Minnesota  
My Commission Expires \_\_\_\_\_

City Planning Commission

Approved by the Planning Commission of the City of Willmar, this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

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

ATTEST: \_\_\_\_\_  
Secretary

City Council

Approved by the City of Willmar, Minnesota this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

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

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

City Engineer

Approved by the City Engineer of the City of Willmar  
Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

Willmar City Engineer

The Orientation of this bearing system is assumed.  
The south line of Block 2 of THE WATER VIEW BUSINESS PARK is assumed to bear N 89°39'11" W.

Attorney

I, \_\_\_\_\_, Licensed Attorney, State of Minnesota, do hereby certify that the owners as indicated hereon represent all ownership interest in the land encompassed by this plat

Attorney

County Auditor/Treasurer

TAX STATEMENT  
I hereby certify that all taxes for 20\_\_ on the land described herein are paid; and no delinquent taxes are due and transfer entered this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Kandiyohi County Auditor / Treasurer

County Recorder

I hereby certify that this instrument was filed for record in the office of the County Recorder In and for Kandiyohi County, Minnesota on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_\_ o'clock \_\_M., as Folder No. \_\_\_\_\_, and as Document No. \_\_\_\_\_.

Kandiyohi County Recorder

This drawing prepared by:

Bonnema Runke Stern Inc.

Professional Land Surveyors

4566 Hwy 71 NE - Suite 1

Willmar, MN 56201

Office (320) 231-2844 Fax (320) 231-2827

Website: www.brssurveys.com

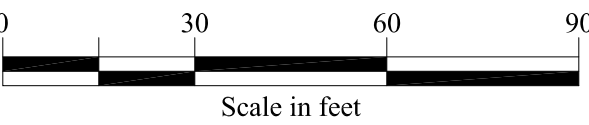
Email: josh@brssurveys.com

Requested by: Duinick Inc.

Prepared on: 05-02-2023

Located in: Section 23, T19N-R35W

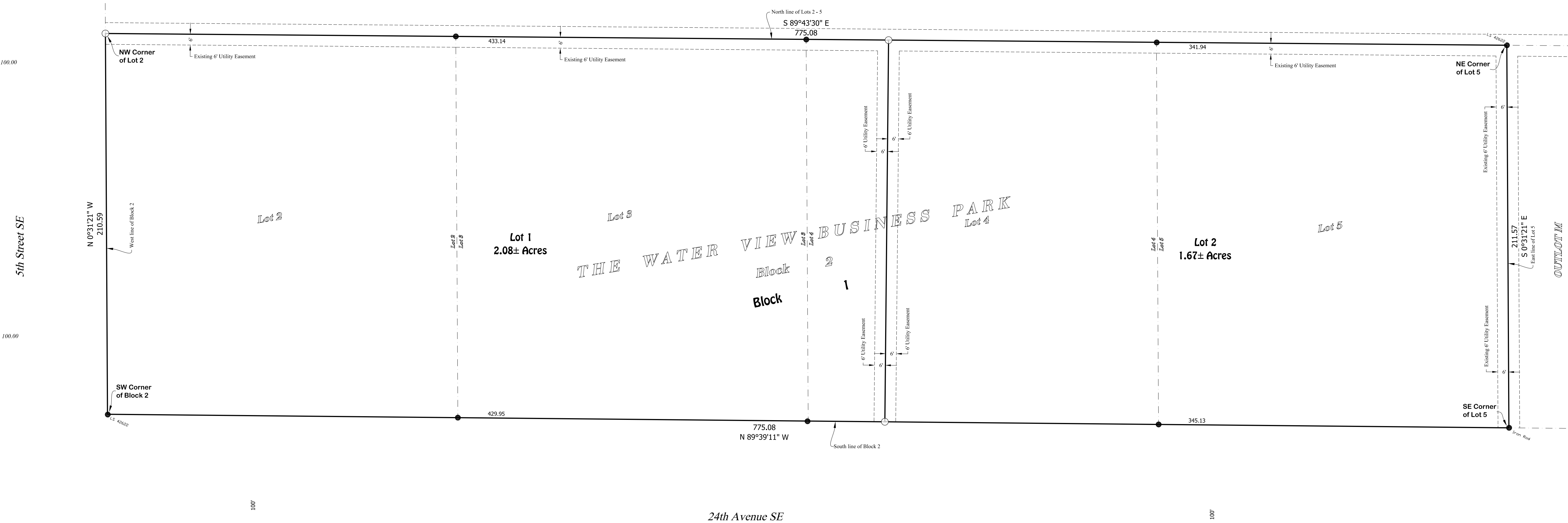
Parcel ID #'s 95-841-0110, 95-841-0120, 95-841-0130 and 95-841-0140



LEGEND

- Found Iron Monument from former survey
- Bonnema Runke Stern Inc. Placed 5/8" x 1 1/8" rebar Capped Iron Monument

THE WATER VIEW BUSINESS PARK SECOND ADDITION





Preliminary Plat of:

PRESERVE ON 24TH FIRST ADDITION

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: That The Preserve on 24th of Willmar, LLLP, a Minnesota limited liability limited partnership, as owner of the following described property:

Lots 2, 3, 4, 5, Block 2, THE WATER VIEW BUSINESS PARK.

Has caused the same to be surveyed and platted as PRESERVE ON 24TH FIRST ADDITION, and does hereby dedicate to the public for public use the utility easements as created by this plat.

In witness whereof said The Preserve on 24th of Willmar LLLP, a Minnesota limited liability limited partnership, has caused these presents to be signed by its proper partner this \_\_\_\_ day of \_\_\_\_ 20\_\_

Signed: The Preserve on 24th of Willmar, LLLP  
By: The Preserve on 24th of Willmar, LLLP, General Partner

Steven Kuepers, Chief Manager

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

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_ 20\_\_ by Steven Kuepers, Chief Manager of The Preserve on 24th of Willmar, LLLP, a Minnesota limited liability limited partnership, General Partner of The Preserve on 24th of Willmar, LLLP, a Minnesota limited liability limited partnership, on behalf of the partnership.

Notary Signature

Notary Printed Name  
Notary Public, \_\_\_\_\_ County, Minnesota  
My Commission Expires \_\_\_\_\_

Land Surveyor

I Joshua M. Stern 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 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 \_\_\_\_ 20\_\_

Joshua M. Stern, Licensed Land Surveyor  
Minnesota License No. 46169

STATE OF MINNESOTA  
COUNTY OF KANDIYOHI

This instrument was acknowledged by me this \_\_\_\_ day of \_\_\_\_ 20\_\_, by Joshua M. Stern, Licensed Land Surveyor, Minnesota License No. 46169.

Notary Signature

Notary Printed Name  
Notary Public, Kandiyohi County, Minnesota  
My Commission Expires \_\_\_\_\_

City Planning Commission

Approved by the Planning Commission of the City of Willmar,  
this \_\_\_\_ day of \_\_\_\_ 20\_\_.

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

ATTEST: \_\_\_\_\_  
Secretary

City Council

Approved by the City of Willmar, Minnesota this \_\_\_\_ day  
of \_\_\_\_ 20\_\_.

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

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

City Engineer

Approved by the City Engineer of the City of Willmar  
Dated this \_\_\_\_ day of \_\_\_\_ 20\_\_

Willmar City Engineer

The Orientation of this bearing system is assumed.  
The south line of Block 2 of THE WATER VIEW  
BUSINESS PARK is assumed to bear N 89°39'11" W.

Elevation Datum:  
The Elevation Datum used for this survey is the North American Vertical  
Datum of 1988 (NAVD 88)

MnDOT Geodetic Control Point  
3404 F = 1147.32 (NAVD 88)

Local Benchmark - Capped Iron Pipe at the SW Corner of Lot 2  
El = 1115.25

Attorney

I, \_\_\_\_\_, Licensed Attorney, State of  
Minnesota, do hereby certify that the owners as indicated  
hereon represent all ownership interest in the land  
encompassed by this plat

Attorney

County Auditor/Treasurer

TAX STATEMENT  
I hereby certify that all taxes for 20\_\_ on the land described  
herein are paid; and no delinquent taxes are due and transfer  
entered this \_\_\_\_ day of \_\_\_\_ 20\_\_.

Kandiyohi County Auditor / Treasurer

County Recorder

I hereby certify that this instrument was filed for record in the  
office of the County Recorder in and for Kandiyohi County,  
Minnesota on this \_\_\_\_ day of \_\_\_\_ 20\_\_,  
at \_\_\_\_ o'clock \_\_\_\_ M., as Folder No. \_\_\_\_\_, and as  
Document No. \_\_\_\_\_.

Kandiyohi County Recorder

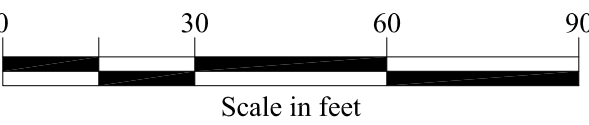
This drawing prepared by:

Bonnema Runke Stern Inc.

Professional Land Surveyors

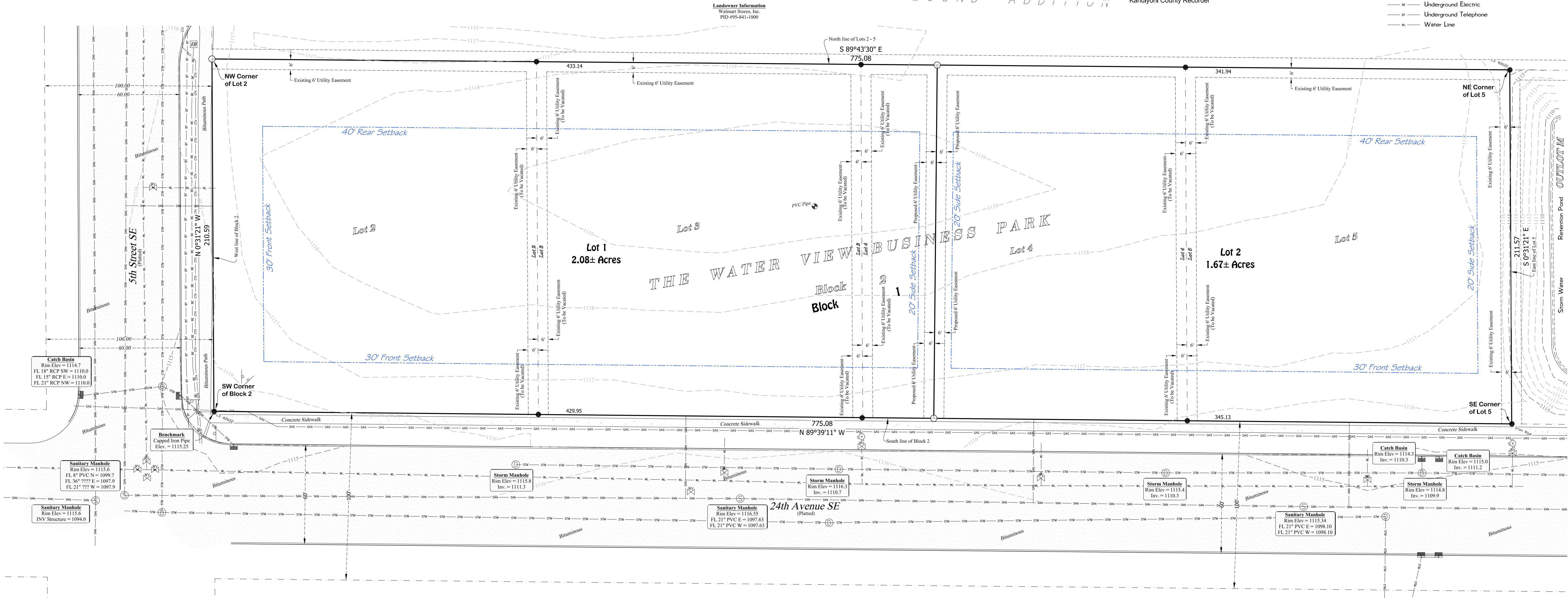
4566 Hwy 71 NE - Suite 1  
Willmar, MN 56201  
Office (320) 231-2844 Fax (320) 231-2827  
Website: www.brssurveys.com  
Email: jsths@brssurveys.com

Requested by: Duinink Inc.  
Prepared on: 05-02-2023  
Located in: Section 23, T119N-R35W  
Parcel ID #'s: 95-841-0110, 95-841-0120,  
95-841-0130 and 95-841-0140



LEGEND

- Found Iron Monument from former survey
- Bonnema Runke Stern Inc. Placed 8" x 18" rebar Capped Iron Monument
- Catch Basins
- Electric Box
- Fire Hydrant
- Light Pole
- Sign
- Water Gate Valve
- Curb & Gutter
- Gas Line
- Sanitary Sewer
- Storm Sewer
- Underground Cable TV
- Underground Electric
- Underground Telephone
- Water Line







Pleasant View Dr SE

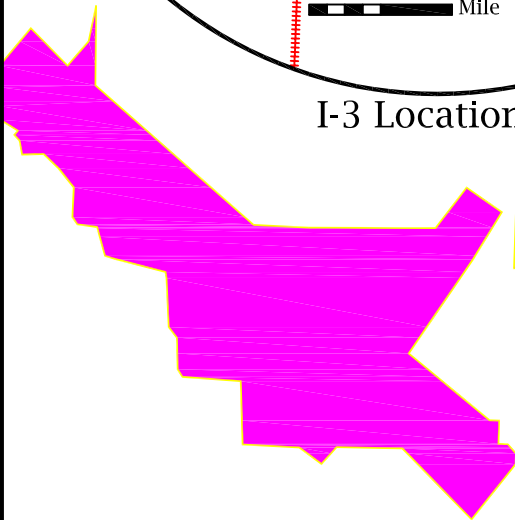


LEGEND

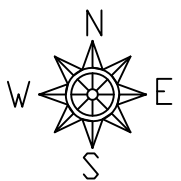
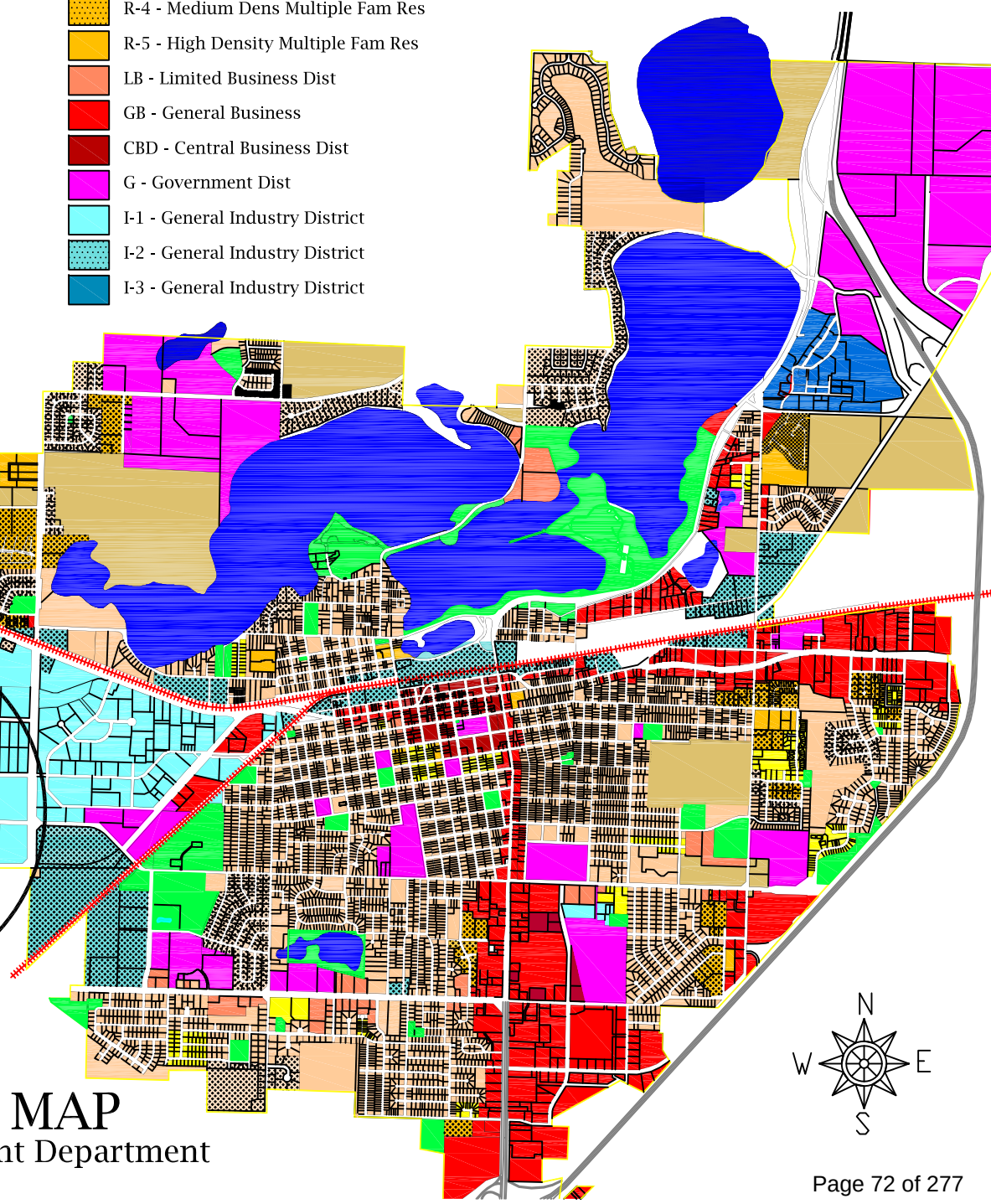
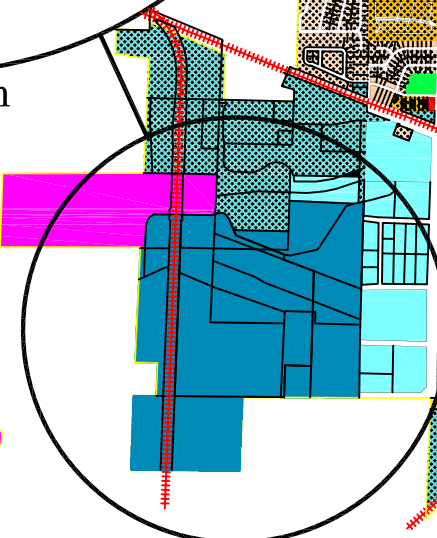
-  R-1 - One-Family Res. Dist.
-  R-2 - One and Two-Family Res Dist
-  R-3 - Low Dens Multiple Fam Res
-  R-4 - Medium Dens Multiple Fam Res
-  R-5 - High Density Multiple Fam Res
-  LB - Limited Business Dist
-  GB - General Business
-  CBD - Central Business Dist
-  G - Government Dist
-  I-1 - General Industry District
-  I-2 - General Industry District
-  I-3 - General Industry District



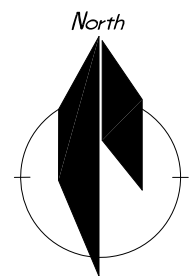
I-3 Location



I-3 Location



# WILLMAR RAIL PARK ADDITION



This drawing prepared by:

**Bonnema Runke Stern Inc.**

*Professional Land Surveyors*

4566 Hwy 71 NE - Suite 1

Willmar, MN 56201

Office (320) 231-2844

Fax (320) 231-2827

Owner: City of Willmar

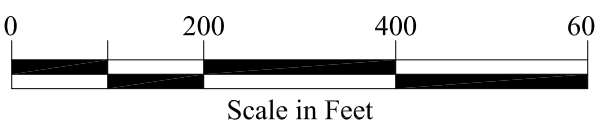
333 6th St SW

Willmar, MN 56201

Developer: Midwest & Bluegrass Rail

201 W Short St Suite 501

Lexington, KY 40507



Scale in Feet

## LEGEND

● Found Iron Monument from Former Survey

○ Bonnema Runke Stern Inc. placed a 5/8" Iron Rod with a 46169-46171-14895 stamped Plastic Cap

The Orientation of this bearing system is assumed. The south line of the Southeast Quarter of Section 17 is assumed to bear N 88°41'00" E.

## City Planning Commission

Approved by the Planning Commission of the City of Willmar

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Chair

Attest by: \_\_\_\_\_

Secretary

## City Council

Approved by the City of Willmar, Minnesota this \_\_\_\_ day

of \_\_\_\_\_, 20\_\_\_\_.

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

Mayor

ATTEST: \_\_\_\_\_

City Clerk

## City Engineer

Approved by the City Engineer, City of Willmar this \_\_\_\_

day of \_\_\_\_\_, 20\_\_\_\_.

City Engineer

## Attorney

I, \_\_\_\_\_, Licensed Attorney, State of Minnesota, do hereby certify that the owners as indicated hereon represent all ownership interest in the land encompassed by this plat.

Attorney

## County Auditor/Treasurer

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20\_\_\_\_ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Kandiyohi County Auditor / Treasurer

## County Recorder

I hereby certify that this instrument was filed for record in the office of the County Recorder in and for Kandiyohi County, Minnesota on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_ o'clock \_\_\_\_ M., as Folder No. \_\_\_\_\_, and as Document No. \_\_\_\_\_.

Kandiyohi County Recorder

## DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Willmar, a Minnesota Municipality, owners and proprietors of the following described property:

That part of the Southwest Quarter and also that part of the South Half of the Northwest Quarter, and also that part of the West Half of the Southeast Quarter, all in Section 17, Township 119 North, Range 35 West of the Fifth Principal Meridian, Kandiyohi County, Minnesota described as follows:

- Commencing at the southeast corner of said Southwest Quarter;
- thence on an assumed bearing of North 88 degrees 41 minutes 00 seconds East, along the south line of said Section 17, a distance of 61.89 feet;
- thence on a bearing of North 00 degrees 38 minutes 08 seconds East a distance of 59.04 feet to the north line of the record plat entitled MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 34-47, on file in the office of the Kandiyohi County Recorder, which is the point of beginning of the land to be described;
- thence continuing on a bearing of North 00 degrees 38 minutes 08 seconds East a distance of 512.19 feet;
- thence on a bearing of North 89 degrees 07 minutes 13 seconds East a distance of 330.09 feet;
- thence on a bearing of North 00 degrees 38 minutes 08 seconds East a distance of 1691.75 feet;
- thence on a bearing of North 71 degrees 14 minutes 10 seconds West a distance of 263.06 feet;
- thence on a bearing of North 00 degrees 38 minutes 08 seconds East a distance of 232.04 feet to a point in the ditch;
- thence on a bearing of South 75 degrees 27 minutes 00 seconds West a distance of 65.58 feet to a point in the ditch;
- thence westerly, along a tangential curve, concave to the north, which has a radius of 200.00 feet, a central angle of 33 degrees 06 minutes 00 seconds, and an arc distance of 115.54 feet to a point in the ditch;
- thence on a bearing of North 71 degrees 27 minutes 00 seconds West, tangent to last said curve, a distance of 963.00 feet to a point in the ditch;
- thence on a bearing of North 25 degrees 39 minutes 00 seconds West a distance of 368.00 feet to a point in the ditch;
- thence northwesterly, along a tangential curve, concave to the southwest, which has a radius of 120.00 feet, a central angle of 81 degrees 35 minutes 00 seconds, and an arc distance of 170.87 feet to a point in the ditch;
- thence on a bearing of South 72 degrees 46 minutes 00 seconds West, tangent to last said curve, a distance of 80.00 feet to the east line of the Southwest Quarter of the Northwest Quarter of said Section 17;
- thence on a bearing of North 00 degrees 35 minutes 33 seconds East, along the east line of said Southwest Quarter of the Northwest Quarter, a distance of 48.00 feet to the north line of the South Half of said Southwest Quarter of the Northwest Quarter;
- thence on a bearing of South 88 degrees 59 minutes 12 seconds West, along the north line of the South Half of said Southwest Quarter of the Northwest Quarter, a distance of 598.46 feet to the northeast corner of Parcel 5G of the record plat entitled KANDIYOHI COUNTY WILLMAR WYE PROJECT RIGHT OF WAY PLAT NO. 5, on file in the office of the Kandiyohi County Recorder;
- thence on a bearing of South 00 degrees 17 minutes 17 seconds West, along the east line of said Parcel 5G, a distance of 175.26 feet to the southeast corner of said Parcel 5G;
- thence on a bearing of North 89 degrees 42 minutes 43 seconds West, along the south line of said Parcel 5G, a distance of 10.00 feet to the southwest corner of said Parcel 5G;
- thence on a bearing of South 00 degrees 17 minutes 17 seconds West, along the east line of said record plat entitled KANDIYOHI COUNTY WILLMAR WYE PROJECT RIGHT OF WAY PLAT NO. 4, on file in the office of the Kandiyohi County Recorder, a distance of 2958.06 feet to Point B30, as shown on said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 34-47;
- thence on a bearing of North 88 degrees 40 minutes 45 seconds East, along the north line of Parcel 36 as shown on said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 34-47, a distance of 363.67 feet to Point B10, as shown on said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 34-47;
- thence on a bearing of South 84 degrees 37 minutes 16 seconds East, along the north line of said Parcel 36, a distance of 1200.00 feet to Point B11, as shown on said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 34-47;
- thence on a bearing of North 88 degrees 40 minutes 45 seconds East, along the north line of said Parcel 36, a distance of 427.19 feet to the point of beginning.

Has caused the same to be surveyed and platted as WILLMAR RAIL PARK ADDITION and does hereby dedicate to the public for public use the drainage and utility easements as created by this plat.

In witness whereof said City of Willmar, a Minnesota Municipality, has caused these presents to be signed by its proper officers this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Its: \_\_\_\_\_ Its: \_\_\_\_\_

STATE OF MINNESOTA

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

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, its \_\_\_\_\_ and \_\_\_\_\_, its \_\_\_\_\_ of the City of Willmar, a Minnesota Municipality, on behalf of the Municipality.

Notary Signature

Notary Printed Name

Notary Public,

My Commission Expires \_\_\_\_\_ County, Minnesota

## LAND SURVEYOR

I Matthew D. Runke 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 wetlands, 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 \_\_\_\_\_, 2023.

Matthew D. Runke, Licensed Land Surveyor  
Minnesota License No. 46171

STATE OF MINNESOTA

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

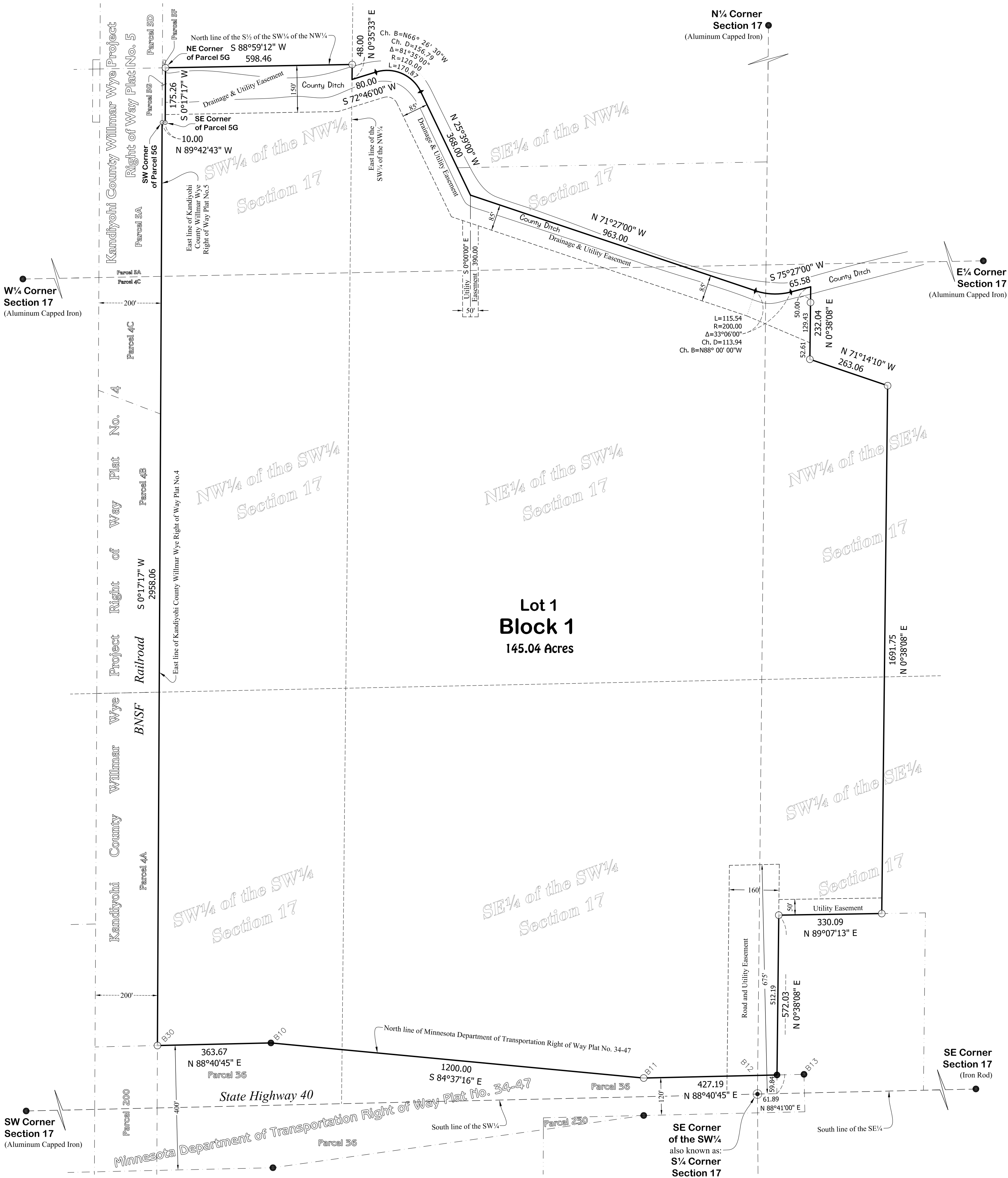
This instrument was acknowledged before me on \_\_\_\_\_ by Matthew D. Runke, Licensed Land Surveyor, Minnesota License No. 46171.

Notary Signature

Notary Printed Name

Notary Public,

My Commission Expires \_\_\_\_\_ County, Minnesota





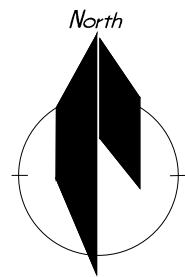
Preliminary Plat of:

# WILLMAR RAIL PARK ADDITION

## Land Description - 145.04 Acres

That part of the Southwest Quarter and also that part of the South Half of the Northwest Quarter, and also that part of the West Half of the Southeast Quarter, all in Section 17, Township 119 North, Range 35 West of the Fifth Principal Meridian, Kandiyohi County, Minnesota described as follows:

- Commencing at the southeast corner of said Southwest Quarter;
- thence on an assumed bearing of North 88 degrees 41 minutes 00 seconds East, along the south line of said Section 17, a distance of 61.89 feet;
- thence on a bearing of North 00 degrees 38 minutes 08 seconds East a distance of 59.84 feet to the north line of the record plat entitled MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 34-47, on file in the office of the Kandiyohi County Recorder, which is the point of beginning of the land to be described;
- thence continuing on a bearing of North 00 degrees 38 minutes 08 seconds East a distance of 512.19 feet;
- thence on a bearing of North 89 degrees 07 minutes 13 seconds East a distance of 330.09 feet;
- thence on a bearing of North 00 degrees 38 minutes 08 seconds East a distance of 1691.75 feet;
- thence on a bearing of North 71 degrees 14 minutes 10 seconds West a distance of 263.06 feet;
- thence on a bearing of North 00 degrees 38 minutes 08 seconds East a distance of 232.04 feet to a point in the ditch;
- thence on a bearing of South 75 degrees 27 minutes 00 seconds West a distance of 65.58 feet to a point in the ditch;
- thence westerly, along a tangential curve, concave to the north, which has a radius of 200.00 feet, a central angle of 33 degrees 06 minutes 00 seconds, and an arc distance of 115.54 feet to a point in the ditch;
- thence on a bearing of North 71 degrees 27 minutes 00 seconds West, tangent to last said curve, a distance of 963.00 feet to a point in the ditch;
- thence on a bearing of North 25 degrees 39 minutes 00 seconds West a distance of 368.00 feet to a point in the ditch;
- thence northwesterly, along a tangential curve, concave to the southwest, which has a radius of 120.00 feet, a central angle of 81 degrees 35 minutes 00 seconds, and an arc distance of 170.87 feet to a point in the ditch;
- thence on a bearing of South 72 degrees 46 minutes 00 seconds West, tangent to last said curve, a distance of 80.00 feet to the southwest corner of the Northwest Quarter of said Section 17;
- thence on a bearing of North 00 degrees 35 minutes 33 seconds East, along the east line of said Southwest Quarter of the Northwest Quarter, a distance of 48.00 feet to the north line of the South Half of said Southwest Quarter of the Northwest Quarter;
- thence on a bearing of South 88 degrees 59 minutes 12 seconds West, along the north line of the South Half of said Southwest Quarter of the Northwest Quarter, a distance of 598.46 feet to the northeast corner of Parcel 5G of the record plat entitled KANDIYOHI COUNTY WILLMAR WYE PROJECT RIGHT OF WAY PLAT NO. 5, on file in the office of the Kandiyohi County Recorder;
- thence on a bearing of South 00 degrees 17 minutes 17 seconds West, along the east line of said Parcel 5G, a distance of 175.26 feet to the southeast corner of said Parcel 5G;
- thence on a bearing of North 89 degrees 42 minutes 43 seconds West, along the south line of said Parcel 5G, a distance of 10.00 feet to the southwest corner of said Parcel 5G;
- thence on a bearing of South 72 degrees 46 minutes 00 seconds West, tangent to last said curve, a distance of 80.00 feet to the east line of the Southwest Quarter of the Northwest Quarter of said Section 17;
- thence on a bearing of North 00 degrees 35 minutes 33 seconds East, along the east line of said Southwest Quarter of the Northwest Quarter, a distance of 2958.06 feet to Point B30, as shown on said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 34-47;
- thence on a bearing of North 88 degrees 59 minutes 12 seconds West, along the north line of Parcel 36 as shown on said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 34-47;
- thence on a bearing of South 84 degrees 37 minutes 16 seconds East, along the north line of said Parcel 36, a distance of 1200.00 feet to Point B11, as shown on said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 34-47;
- thence on a bearing of North 88 degrees 40 minutes 45 seconds East, along the north line of said Parcel 36, a distance of 427.19 feet to the point of beginning.



This drawing prepared by:

**Bonnema Runke Stern Inc.**  
Professional Land Surveyors

4566 Hwy 71 NE - Suite 1  
Willmar, MN 56201  
Office (320) 231-2844  
Fax (320) 231-2827

Owner: **City of Willmar**  
333 6th St SW  
Willmar, MN 56201

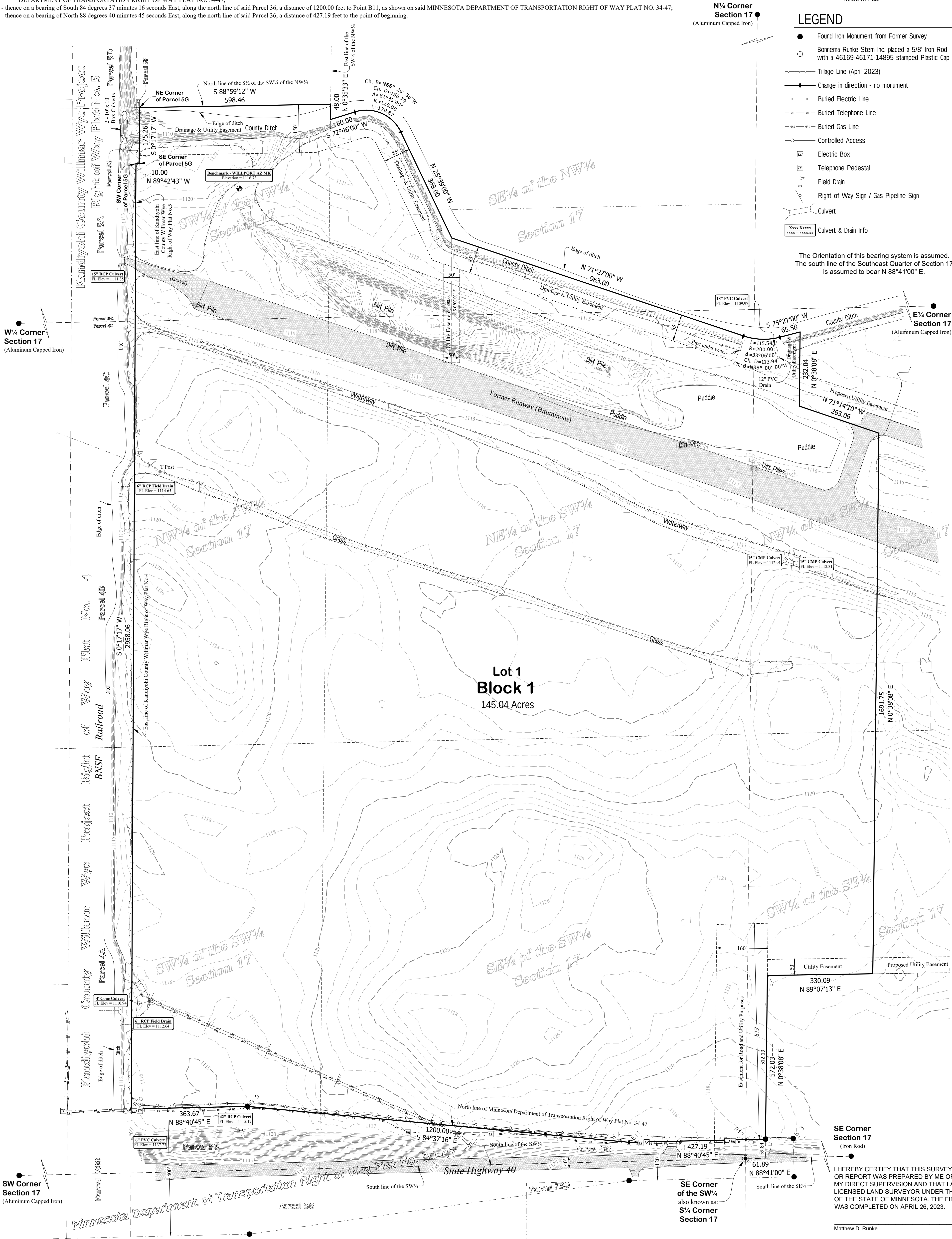
Developer: **Midwest & Bluegrass Rail**  
201 W Short St Suite 501  
Lexington, KY 40507



## LEGEND

- Found Iron Monument from Former Survey
- Bonnema Runke Stern Inc. placed a 5/8" Iron Rod with a 46169-46171-14895 stamped Plastic Cap
- Tillage Line (April 2023)
- Change in direction - no monument
- Buried Electric Line
- Buried Telephone Line
- Buried Gas Line
- Controlled Access
- Electric Box
- Telephone Pedestal
- Field Drain
- Right of Way Sign / Gas Pipeline Sign
- Culvert
- Culvert & Drain Info

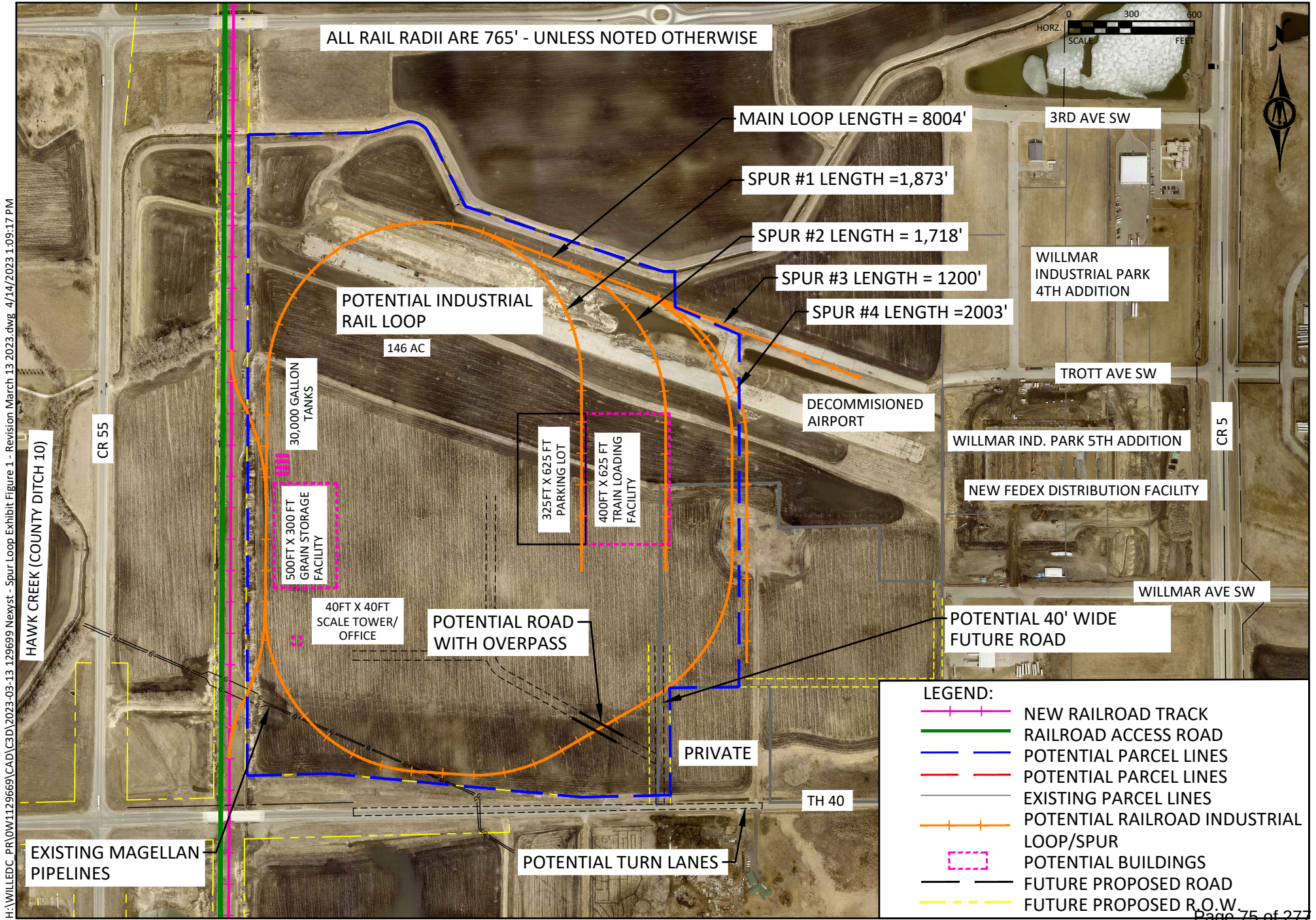
The Orientation of this bearing system is assumed. The south line of the Southeast Quarter of Section 17 is assumed to bear N 88°41'00" E.



I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA. THE FIELD WORK WAS COMPLETED ON APRIL 26, 2023.

Matthew D. Runke  
Date **May 31, 2023** License No. 46171







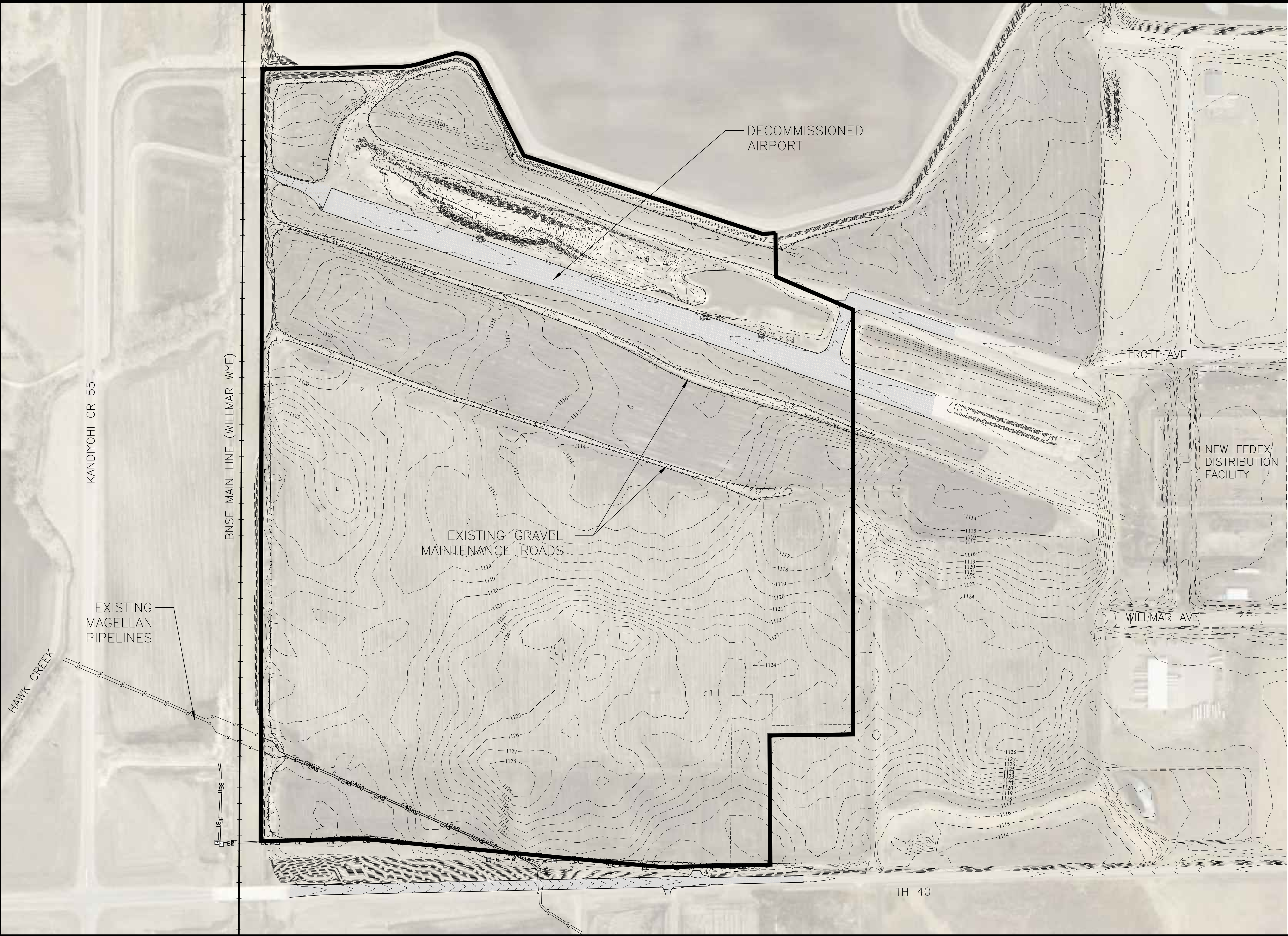
## COMMERCIAL PROPERTY PURCHASE AGREEMENT

This Commercial Property Purchase Agreement is made this 22nd day of May 2023, by and between Chaw's Asian Market, LLC, hereinafter referred to as "Buyer", and the Willmar Municipal Utilities Commission, an instrumentality of the City of Willmar, Minnesota, 700 SW Litchfield Avenue, Willmar, MN 56201, hereinafter referred to as "Seller."

### RECITALS

1. Seller is the owner of certain real estate, improvements, personal property, and leases (collectively, the "Property") located in the city of Willmar, Kandiyohi County, Minnesota:
  - a. **Real Property.** Real Property consisting of four parcels identified in the Kandiyohi County Assessor's Office as Parcel Nos. 95-003-3820, 95-003-3830, 95-003-3840, and 95-003-9860 and as legally described on the attached Exhibit A (the "Land").
  - b. **Improvements.** All buildings and improvements constructed or located on the Land (the "Improvements").
  - c. **Personal Property.** All of the fixtures, if any, situated in or about the Property owned by Seller and relating to the use and operation of the Property ("Personal Property").
  - d. **Leases.** Seller holds interests in and rights and responsibilities under leases relating to the Property which will remain in effect after the Closing, specifically including the following residential leases for units in the building on the Property ("Leases"):
    - 1) Residential Lease for Apartment #1 executed by Willmar Municipal Utilities through its Agent Lakes Area Realty and the tenants identified therein, dated September 2, 2015;
    - 2) Residential Lease for Apartment #2 executed by Willmar Municipal Utilities through its Agent Lakes Area Realty and the tenants identified therein, dated May 4, 2023;
    - 3) Residential Lease for Apartment #3 executed by Willmar Municipal Utilities through its Agent Lakes Area Realty and the tenants identified therein, dated August 5, 2019;
    - 4) Residential Apartment #4 is vacant.
2. Buyer desires to acquire Seller's interest in the Property, including the Leases, by voluntary sale.





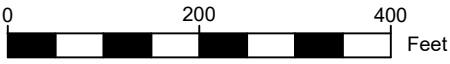
NOTES  
EXISTING UNDERGROUND UTILITIES ARE SHOWN AT APPROXIMATE LOCATIONS. ALL EXISTING UTILITIES MAY NOT BE SHOWN. PRIOR TO CONSTRUCTION FIELD VERIFY LOCATION OF UTILITIES THAT MAY BE IMPACTED BY CONSTRUCTION.

EXISTING SURFACE WAS CREATED BY BONNEMMA RUNKE STERN, INC. IS BASED OFF OF A COMBINED SURVEY PERFORMED IN 2016, 2021, AND 2023. ALL LOCATIONS AND ELEVATIONS SHOULD BE FIELD VERIFIED BEFORE ANY CONSTRUCTION BEGINNING.

IMAGERY WAS OBTAINED FROM KANDIYOHI COUNTY GIS DATE SPRING 2022.

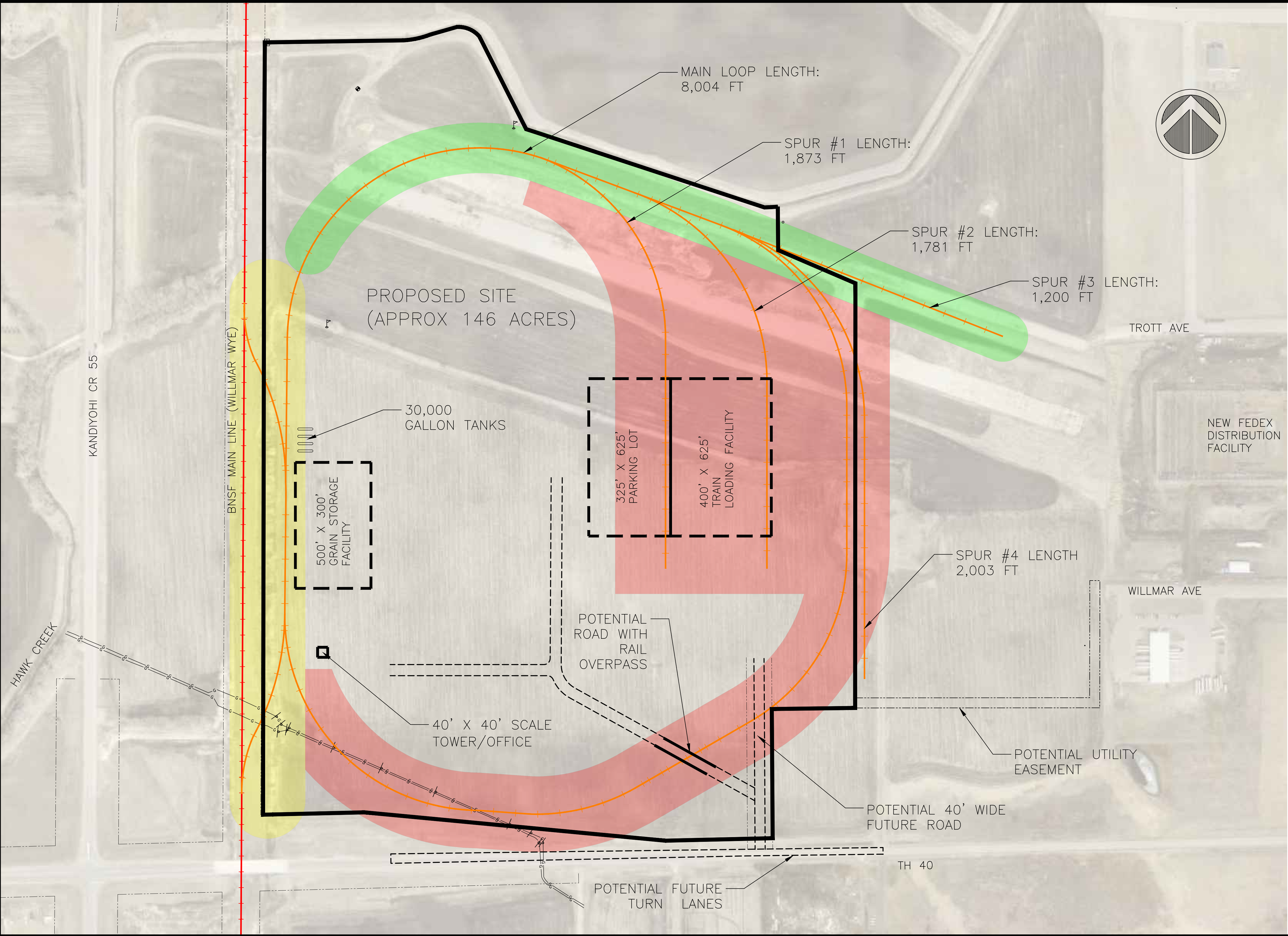
LEGEND

- PROPOSED PARCEL LINES
- EXISTING CONTOUR LINE
- EXISTING BURIED ELECTRIC
- EXISTING BURIED TELEPHONE
- EXISTING NATURAL GAS
- EXISTING EASEMENTS



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LEGEND

- PROPOSED PARCEL LINES
- EXISTING MAINLINE RAIL
- PROPOSED RAILROAD LOOP
- POTENTIAL BUILDING SITES
- FUTURE PROPOSED ROAD
- PROPOSED RIGHT-OF-WAY

PHASING LEGEND

- PHASE 1 (FALL 2023)
- PHASE 2 (SUMMER 2024)
- PHASE 3 (END OF 2024)

NOTES  
SITE INFRASTRUCTURE AND  
GRADING WILL BE PERFORMED AS  
NEEDED BASED ON DEVELOPMENT  
NEEDS.



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3. Seller is willing to sell its interest in the Property “as is” without making any representations or warranties as to the condition of the Property or its suitability to Buyer’s purposes.

### **AGREEMENT**

In consideration of the mutual covenants and agreements of the parties hereto contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Offer/Acceptance. Buyer agrees to purchase and Seller agrees to sell the Property under the terms and conditions set forth in this Agreement.

2. Purchase Price. The purchase price for the Property shall be Two Hundred Eighty Thousand Dollars (\$280,000.00), payable as follows:

- a. One thousand Dollars (\$1,000.00) as earnest money (“Earnest Money”), which Earnest Money shall be held by Seller, the receipt of which Seller hereby acknowledges; and
- b. The balance, Two Hundred Seventy-Nine Thousand Dollars (\$279,000.00), by check or wire to be paid on the Closing Date.

3. No Representations or Warranties. Seller agrees to quit claim the Property to Buyer on the Closing Date without making any representations or warranties about the condition of the Property, and Buyer agrees to accept the Property “as is”, subject to the terms and conditions herein contained.

4. Seller’s Reserved Interests; Restrictions and Covenants. Seller’s conveyance of the Property to Buyer shall be subject to interests reserved to the Seller and restrictions and covenants as follows:

- a. None.

5. Closing Date. The closing shall take place at the Buyer’s offices at 700 SW Litchfield Ave, Willmar, Minnesota 56201, or at such other place as may be agreed to mutually by the parties, on a date mutually agreed to by the parties, but no later than thirty (30) days after the Inspection/Due Diligence Period described in Section 12 has expired or is waived in writing by Buyer, subject to extension for title curative matters pursuant to Section 9 (the “Closing Date”). Seller agrees to deliver possession of the Property to Buyer on the Closing Date subject to the rights of tenants under the Leases.

6. Seller’s Closing Documents. On the Closing Date, Seller shall deliver to Buyer the following:

- a. Quit Claim Deed. A duly executed quit claim deed, conveying the entirety of Seller's interest in the Property to Buyer.
  - b. Seller's Affidavits. Seller shall provide a standard owner's affidavit and/or indemnity which may be reasonably required by the Title Company to issue an owner's policy of title insurance conforming to the requirements of Section 9 of this Agreement.
  - c. Well Certificate. If there are wells on the Real Property, a Well Certificate in the form required by Minn. Stat. § 1031.
  - d. Original Documents. To the extent reasonably available to Seller or Manager, original copies of the Leases, the Permits, Warranties, Plans and Records.
  - e. Other Affidavits. Any other affidavits or certificates that may be required under Minn. Stat. § 116.48, Subd. 6, or Sect. 115B.16 or other provisions of law.
  - f. Abstract. The abstract of title or the owner's duplicate certificate of title for the Real Property, if the same is in the Seller's possession.
  - g. Other. Such other documents as may reasonably be required to transfer fee title to the Property to Buyer and to enable the Title Company to provide the Title Policy as required by this Agreement.
7. Buyer's Closing Obligations. On the Closing Date, Buyer will deliver to Seller the Purchase Price (less the Earnest Money previously paid to Seller), by check or wire.
8. Contingencies.
- a. Buyer's Contingencies. The obligation of the Buyer to perform under this Purchase Agreement is contingent upon the timely occurrence or satisfaction of each of the following conditions:
    - i. On the Closing Date, title to the Property shall be acceptable to Buyer in accordance with the provisions of Section 9.
    - ii. The Inspection Period described in Section 12, shall have expired without Buyer's termination of the Purchase Agreement.
    - iii. Buyer has obtained financing or otherwise obtained funds sufficient to enable it to pay the Purchase Price.
    - iv. The contingencies in this section are solely for the benefit of, and may at any time be waived by, the Buyer. If any approval as provided

herein is not obtained by the Closing Date, this Agreement shall be null and void, and in this event, Seller may retain the earnest money paid by Buyer.

- b. Seller's Contingencies. The obligation of the Seller to perform under this Purchase Agreement is contingent upon the timely occurrence or satisfaction of each of the following conditions:
- i. The Municipal Utility Commission of the City of Willmar shall approve the sale of the Property to Buyer consistent with the terms of this Agreement subject to the veto authority of the City Council of the City of Willmar.
  - ii. The City Planning Commission shall review the sale and provide a recommendation on the proposed conveyance as required by City Charter, Section 4.02, subd. 8.
  - iii. The Willmar City Council shall pass an ordinance authorizing the sale of the Property to Buyer consistent with the terms of this Agreement as required by Section 2.12, subdivision 1(G) of the City's Home Rule Charter.
  - iv. Buyer shall have performed all of its obligations required to be performed by Buyer under this Agreement as and when required under this Agreement.

9. Prorations. Seller and Buyer agree to the following prorations and allocation of costs regarding this Agreement.

- a. Title Insurance and Closing Fee. Buyer will pay all costs of the Title Commitment and all premiums required for the issuance of the Title Policy. Buyer will pay all costs relating to the title examination of the Property. Seller and Buyer will each pay half of any closing fee imposed by the Title Company. All other costs charged by the Title Company will be prorated as is normal and customary in the county in which the Property is located.
- b. Deed Tax. Buyer shall pay the state deed tax as required in order to convey the Property to Buyer.
- c. Real Estate Taxes and Special Assessments. General real estate taxes and installments of special assessments payable therewith payable in the year prior to the year of Closing and all prior years will be paid by Seller. General real estate taxes and installments for special assessments payable in the year of closing shall be prorated such that Seller shall pay such portion of such taxes and assessments attributable to the period beginning

on January 1 of the year in which the Closing Date takes place, and continuing through and including the Closing Date and Buyer shall pay such portion of such taxes attributable to the period beginning on the first day after the Closing Date takes place. If general real estate taxes due and payable during the year in which the Closing Date takes place have not yet been determined as of the Closing Date, Buyer and Seller shall prorate based on the last tax statement available.

- d. Recording Costs. Buyer will pay the cost of recording Seller's quit claim deed and Well Certificate, if any. Seller shall pay the cost of recording any documents necessary to perfect its own title or which release encumbrances other than Permitted Encumbrances.
- e. Other Costs. All other operating costs of the Property will be allocated between Seller and Buyer as of the Closing Date, so that Seller pays that part of such other operating costs accruing on or before the Closing Date, and Buyer pays that part of such operating costs accruing after the Closing Date.
- f. Rent. All rent owed under each of the residential leases shall be paid as provided in each lease to Seller until the Closing Date. All rent owed under the residential leases after the Closing Date shall be payable to Buyer. There will be no proration of the rent due under the residential leases. Buyer shall provide notice to tenants of this change to the payment of rent and form of payment.
- g. Attorneys' Fees. Each of the parties will pay its own attorneys', accountants' and consultants' fees.

10. Title. Seller shall quit claim the entirety of its interest in the Property to Buyer, and Buyer shall have the opportunity to satisfy itself that Seller's interest in the Property is free of encumbrances other than easements and restrictions of record which do not materially interfere with Buyer's intended use of the Property, the rights of the tenants in possession, and Permitted Exceptions as provided herein.

- a. Title Commitment. Buyer may at any time during the Inspection Period, obtain at its sole cost and expense, a title commitment ("Title Commitment") covering the Property and binding the title company ("Title Company") to issue at closing a current form ALTA Owner's Policy of Title Insurance ("Title Policy") in the full amount of the purchase price hereunder. Within thirty (30) days of the effective date of this Agreement, Seller shall deliver to Buyer one or more Abstracts of Title, if the same are in Seller's possession, covering all parcels that make up the Property.



- b. Objections. Within fifteen (15) business days after delivery of the Title Commitment to Buyer from its Title Company, Buyer may deliver to Seller such written objections as Buyer may have to the form and content contained therein. Seller shall make commercially reasonable efforts to satisfy such objections prior to the Closing Date.
- c. Buyer's Rights if Seller Fails to Cure Objections. If Seller delivers written notice to Buyer on or before the Closing Date that Seller is unable to satisfy any objection or if, for any reason, Seller is unable to convey title satisfactory to Buyer in accordance herewith, Buyer may, as Buyer's exclusive remedies, waive such objections and accept such title as Seller is able to convey or terminate this Agreement by written notice to Seller and receive a refund of the earnest money, provided that such termination notice must be delivered on or before the Closing Date.
- d. Permitted Exceptions. The following shall be deemed to be permitted exceptions:
  - (1) Building and zoning laws, ordinances, state and federal regulations; and
  - (2) The lien of real property taxes payable in the year of Closing which by the terms of this Agreement are to be paid or assumed by Buyer.
  - (3) Matters contained in any title commitment or survey which Buyer is in possession of and for which Buyer does not make any objection to or waives any objection to and proceeds to closing on the Property.
  - (4) The following Leases as listed above:
    - 1) Residential Lease for Apartment #1 executed by Willmar Municipal Utilities through its Agent Lakes Area Realty and the tenants identified therein, dated September 2, 2015;
    - 2) Residential Lease for Apartment #2 executed by Willmar Municipal Utilities through its Agent Lakes Area Realty and the tenants identified therein, dated May 4, 2023;
    - 3) Residential Lease for Apartment #3 executed by Willmar Municipal Utilities through its Agent Lakes Area Realty and the tenants identified therein, dated August 5, 2019;
    - 4) Residential Apartment #4 is vacant.

11. Operation Prior to Closing. During the period from the date of Seller's acceptance of this Agreement to the Closing Date (the "Executory Period"), Seller shall operate and maintain the Property in the ordinary course of business in accordance with prudent, reasonable business standards, including the maintenance of adequate liability insurance and any currently-maintained insurance against loss by fire, windstorm and other hazards, casualties and contingencies, including vandalism and malicious mischief, provided, that Seller will not enter into any new leases, or renew any lease terms (other than on a month-to-month basis), or modify or terminate any lease, or accept the surrender of any leased premises, without the written consent of Buyer, which consent shall not be unreasonably withheld or delayed.

12. Damage. If, prior to the Closing Date, all or any part of the Property is substantially damaged by fire casualty, the elements or any other cause, Seller shall immediately give notice to Buyer of such fact and at Buyer's option (to be exercised within fifteen (15) days after Seller's notice), this Agreement shall terminate. In the event Buyer does not terminate this Agreement during the said fifteen (15) day period, Seller shall have the right, during the succeeding five (5) day period to terminate this Agreement by giving written notice thereof to Buyer. In the event either Buyer or Seller so terminates this Agreement, the parties will have no further obligations under this Agreement and any Earnest Money, together with any accrued interest, shall be refunded to Buyer.

13. Inspection/Due Diligence Period. Buyer shall have thirty (30) days from the effective date of this Purchase Agreement, subject to a reasonable extension if necessary pursuant to Section 13.c. below (the "Inspection/Due Diligence Period"), to (i) conduct such surveys, reviews, inspections and tests of the Property as Buyer in its sole discretion deems necessary or advisable, (ii) conduct a Phase I environmental site assessment of the Property and, if recommended in the Phase I assessment, a Phase II environmental site assessment of the Property, and (iii) obtain such federal, state and local governmental approvals and permits as Buyer in its sole discretion deems necessary or advisable for Buyers proposed development and use of the Property. Such inspection/due diligence by Buyer shall include, but not necessarily be limited to, the following:

- a. Seller shall allow Buyer and its agents, upon 24 hours advance verbal or written notice from Buyer to Seller, the right of any ingress and egress over and through the Property for the purpose of inspecting and testing the same and making other observations as Buyer deems prudent, necessary or advisable, all however, at Buyer's expense. Buyer agrees to indemnify and hold Seller harmless from all expense, injury, death, or property damage or claims of any kind whatsoever arising out of or in any way incidental to Buyer's presence on the Property for the purposes aforesaid, which indemnity and hold harmless obligation of Buyer shall survive termination of this Purchase Agreement for any reason. Buyer will return the Property to its original condition after any inspections and testing.

- b. If prior to the end of the Inspection/Due Diligence Period, Buyer finds any information or conditions relating to the Property or Buyer's proposed development and use thereof that are objectionable to Buyer in Buyer's sole discretion, Buyer shall have the right to terminate this Purchase Agreement by giving written notice of termination to Seller no later than the end of the Inspection/Due Diligence Period and in such case, any Earnest Money shall be promptly refunded to Buyer. For purposes of this Section, objectionable information or conditions means: (1) that the item or component being inspected is not fit for its intended purpose, that it is in violation of a public law, code or regulation, that it needs replacement, cleaning, repairs or service, or that it is missing essential parts; or, (2) that an environmental condition (such as for example radon, mold, well water contamination, asbestos, soil contamination, noise or vibration) exists at levels that are unacceptable to Buyer. However, an item or component is not in objectionable condition if its only imperfections are cosmetic or signs of wear and tear or diminished effectiveness associated with an item or component of its age, or because it is not new or perfect, or because it is legally nonconforming under current law.
- c. In the event that the Phase I environmental site assessment of the property conducted by Buyer recommends that a Phase II environmental site assessment of the property be completed, the parties shall agree to extend of the Inspection/Due Diligence Period as reasonably necessary to allow such Phase II environmental site assessment to be completed, and any other applicable time periods established herein shall be extended by the same amount of time as the Inspection/Due Diligence Period extension.

14. Purchase "As-Is". Subject to Buyer's right to terminate this Agreement during the Inspection/Due Diligence Period (Section 12), Buyer agrees to accept the condition of the Property, including specifically without limitation, the environmental and geological condition of the Property, in an "AS-IS" and with "ALL FAULTS" condition. Buyer's acceptance of title to the Property shall represent Buyer's acknowledgment and agreement that, except as expressly set forth in this Agreement: (i) Seller has not made any written or oral representation or warranty of any kind with respect to the Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose), (ii) Buyer has not relied on any written or oral representation or warranty made by Seller, its agents or employees with respect to the condition or value of the Property, (iii) Buyer has had an adequate opportunity to inspect the condition of the Property, including without limitation, any environmental testing, and to inspect documents applicable thereto, and Buyer is relying solely on such inspection and testing, and (iv) the condition of the Property is fit for Buyer's intended use. Buyer agrees to accept all risk of Claims (including without limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) whether past, present or future, existing or contingent, known or unknown, arising out of, resulting from or relating to the condition of the Property, known or unknown, contemplated or un contemplated,

suspected or unsuspected, including without limitation, the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated or will migrate from or to the Property.

For purposes of this Section, the following terms have the following meanings:

“Environmental Law” means the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §9601 et seq. the Federal Water Pollution Control Act, 33 U.S.C. §1201 et seq., the Clean Water Act, 33 U.S.C. §1321 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq., the Toxic Substances Control Act, 33 U.S.C. §1251 et seq., and the Minnesota Environmental Response and Liability Act, all as amended from time to time, and any other federal, state, local or other governmental code, statute, regulation, rule, law, permit, consent, license, order or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing and hereafter enacted; and

“Hazardous Substance” means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.

“Claim” or “Claims” means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgment, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney’s fees, consultant’s fees, costs, remedial action costs, cleanup costs and expenses which may be related to any claims).

15. Notices. Any notice required or permitted to be given by any party upon the other is given in accordance with this Agreement if it is directed to Seller by delivering it personally to a representative of Seller; or if it is directed to Buyer, by delivering to a representative of Buyer; or if mailed by United States registered or certified mail; return receipt requested, postage prepaid; or if transmitted by facsimile copy followed by mailed notice as above required, or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Buyer: John Harren, General Manager  
Willmar Municipal Utilities  
700 SW Litchfield Ave  
Willmar, MN 56201

If to Seller: \_\_\_\_\_  
\_\_\_\_\_

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Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit as aforesaid; provided, however, that if notice is given by deposit, that the time for response to any notice by the other party shall commence to run two (2) business days after any such deposit. Any party may change its address for the service of notice by giving advance written notice of such change to the other party, in any manner above specified.

16. Entire Agreement; Amendments. This Agreement represents the complete and final agreement of the parties and supersedes any prior or contemporaneous oral or written understanding between the parties. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in a writing executed by the parties. This Agreement may be amended only in writing, signed by both parties.

17. Binding Effect; Assignment. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. Each party agrees to give the other party notice prior to assigning its interest in the Property or this Agreement.

18. Controlling Law. The Parties acknowledge and agree that each has been given the opportunity to independently review this Agreement with legal counsel, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of this Agreement. The Parties have equal bargaining power, and intend the plain meaning of the provisions of this Agreement. In the event of an ambiguity in or dispute regarding the interpretation of this Agreement, the ambiguity or dispute shall not be resolved by application of any rule that provides for interpretation against the drafter of the Agreement. This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.

19. Remedies. If Buyer defaults under this Agreement and fails to cure such default within thirty (30) days after receipt of written notice from Seller identifying such default, then Seller has the right to immediately terminate this Agreement and retain the Earnest Money as liquidated damages, time being of the essence of this Agreement. The termination of this Agreement and retention of the Earnest Money will be the sole remedy available to Seller for such default by Buyer, and Buyer will not be liable for damages. If Seller defaults under this Agreement and fails to cure such default within thirty (30) days after receipt of written notice to from Buyer identifying such default, then Buyer has the right to immediately terminate this Agreement and have the Earnest Money returned to it. The termination of this Agreement will be Buyer's sole remedy for default by Seller, and Seller will not be liable for damage.



20. Counterparts. This Purchase Agreement may be executed in counterparts, each of which shall be deemed an original, and which together shall constitute a single, integrated contract.

21. Miscellaneous:

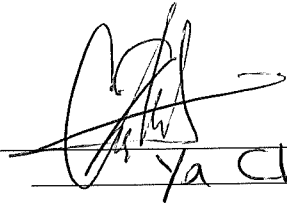
- a. The information contained in any rent roll to be made available to Buyer, and all other information concerning written leases and any tenancies in the Property not arising out of written leases, will be accurate as of the date set forth therein, or if no date is set forth therein, as of the Closing Date. There are no leases or tenancies for any space in the Property other than those set forth in said rent roll and other documents provided to Buyer and no renewal or extension options have been granted to tenants other than as set forth in said leases. The rents set forth are being collected on a current basis and there are no arrearages in excess of one (1) month. No tenant is entitled to rental concessions or abatements for any period subsequent to the Closing Date, and Seller is aware of no claim by any tenant that it is entitled to an offset against or abatement of any rent. No action or proceeding instituted against Seller by any tenant of the Property is presently pending in any court. The accounting for security deposits (and interest thereon) provided by Seller to Buyer is accurate and there are no security deposits other than those set forth thereon. Security deposits shall be conveyed by check to Buyer at closing and shall thereafter be maintained by Buyer consistent with applicable law.
- b. With respect to each of the Leases in effect on the Closing Date, Buyer and its successors and assigns shall not, for a period of six (6) months from the Closing Date or for the term of the respective residential lease agreement, whichever is longer, do any of the following:
  - (1) Increase the rent owed under any Lease in effect on the Closing Date, including any month-to-month lease agreements, by more than fifteen percent (15%);
  - (2) Substantively modify the terms of any residential lease agreement, including any month-to-month lease agreements; or
  - (3) Terminate any residential lease agreement in effect on the Closing Date, including any month-to-month lease agreements, unless valid grounds exist for the termination of the tenancy pursuant to a violation of the lease agreement.

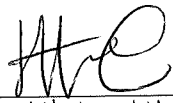
This provision will survive and be in full force and effect after the Closing, and shall not be deemed to have merged into any of the Closing Documents. Seller may enforce this provision by initiating an action in Kandiyohi County District Court.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed on the date above written.

**BUYERS:**

**CHAW'S ASIAN MARKET, LLC.**

By:  Ya Chaw

By:  Hteb Hteb Hta Rue

**SELLER:**

**WILLMAR MUNICIPAL UTILITIES  
COMMISSION**

By: \_\_\_\_\_  
Bruce DeBlieck, President

By: \_\_\_\_\_  
John Harren, General Manager

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Legal Description for Parcel Nos. 95-003-3820 and 95-003-3830:

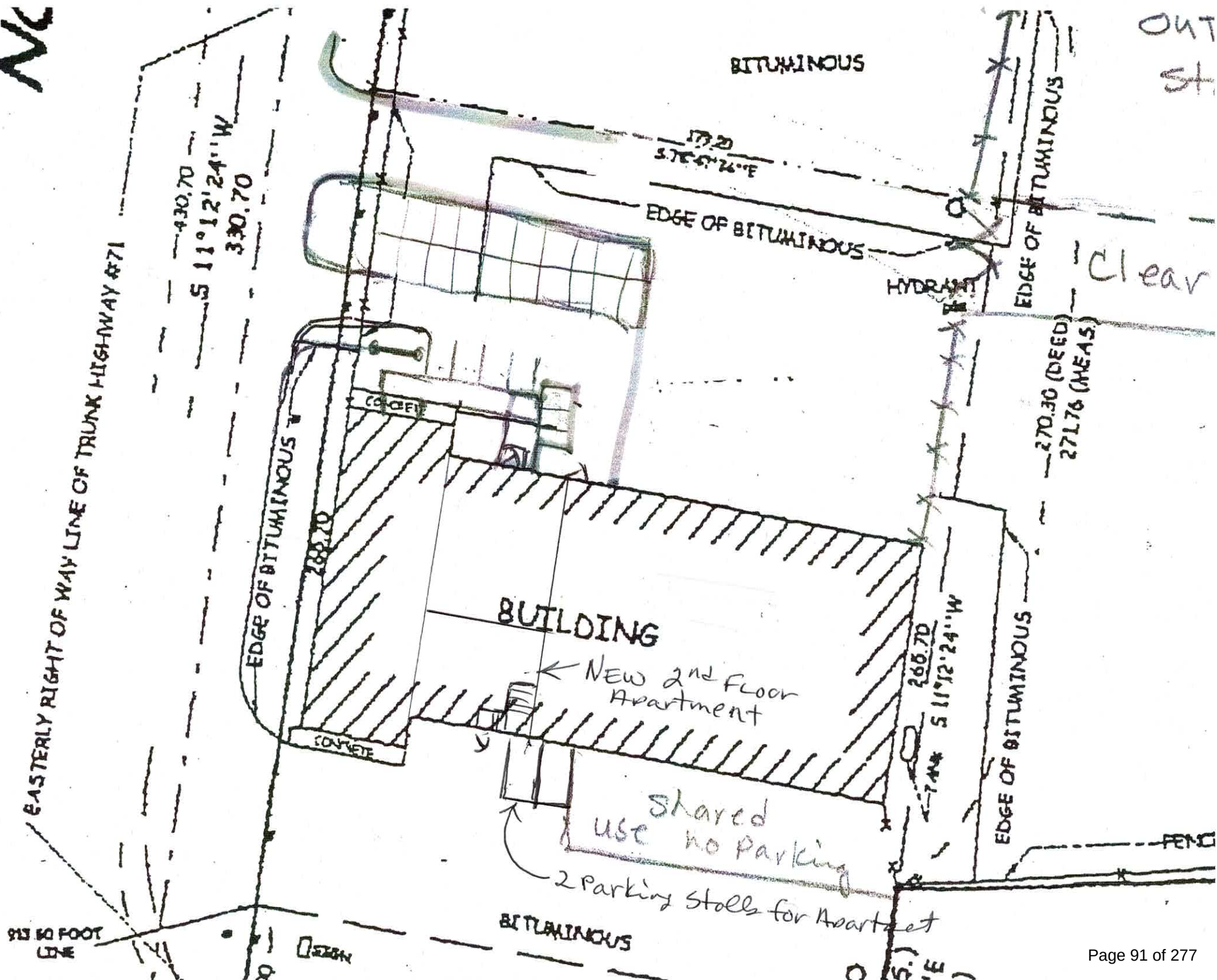
Lots 6, 7, 8 and 9, except the westerly 22 feet of Lot 9 measured to a line parallel with the west line of said Lot 9, all in Block 34 of the Original Town of Willmar, Kandiyohi County, Minnesota.

Legal Description for Parcel Nos. 95-003-3840 and 95-003-3860:

The Westerly 22 feet of Lot 9 measured to a line parallel with the West line of said Lot 9 and all of Lots 10, 11 and 12 of Block 34 of the Original Plat of the Town (now City) of Willmar, Kandiyohi County, Minnesota.

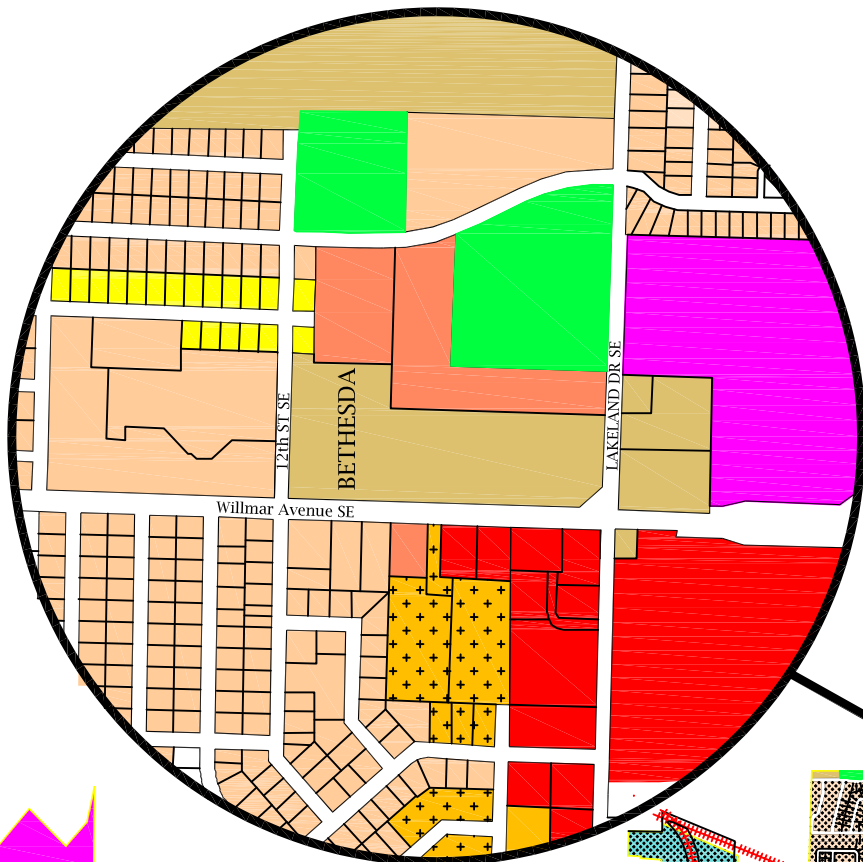
AK

OUT ST



A hand-drawn floor plan of a building, oriented vertically. The plan shows a large rectangular structure with several internal divisions. At the top, there are two small rectangular areas labeled "Egress Window". Below these, a large open space is labeled "22'". To the left of this space, there is a section labeled "Fridge" and another labeled "A-1-A". Further down on the left, there is a section labeled "Stacked waste dryer" and a section labeled "Tumbler". Dimensions are marked throughout: "8' 1/2" at the top, "23' 0" ±" on the right side, "5' 1/2" at the bottom, and "5' 1/2" on the left side. There are also some handwritten notes like "28' 3" ±" at the top and "19' 1/2" on the right side. The drawing is done in black ink on a white background.





Bethesda Location

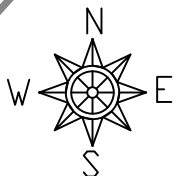
- LEGEND
- R-1 - One-Family Res. Dist.
  - R-2 - One and Two-Family Res Dist
  - R-3 - Low Dens Multiple Fam Res
  - R-4 - Medium Dens Multiple Fam Res
  - R-5 - High Density Multiple Fam Res
  - LB - Limited Business Dist
  - GB - General Business
  - CBD - Central Business Dist
  - G - Government Dist
  - I-1 - General Industry District
  - I-2 - General Industry District
  - I-3 - General Industry District

1/4 1/2 3/4 1 Miles



# BETHESDA REZONING

Planning and Development Department  
May / 2023



**WILLMAR MUNICIPAL UTILITIES COMMISSION**  
**MEETING MINUTES – JUNE 12, 2023**  
**11:45 AM – WMU AUDITORIUM**

The Municipal Utilities Commission (MUC) met in its regular scheduled meeting on Monday, June 12, 2023, at 11:45 am in the WMU Auditorium with the following Commissioners present: Bruce DeBlieck, Shawn Mueske, Dave Baumgart, Carol Laumer, John Kennedy, Patricia Elizondo, and Terrill Sieck.

Others present at the meeting were: General Manager John Harren, Director of Administration Janell Johnson, Finance & Office Services Supervisor Andrea Prekker, Staff Electrical Engineer Jeron Smith, Executive Secretary Beth Mattheisen, Energy/Safety Outreach Coordinator Amber Dale, City Councilman Michael O'Brien, Attorney David Assaf of Flaherty & Hood, P.A. (via teleconference), and WC Tribune Journalist Jennifer Kotila.

The meeting opened by reciting the Pledge of Allegiance. Commission President DeBlieck continued by asking if any revisions were needed to the presented agenda. There being none, a resolution to approve the consent agenda was requested. Following review and discussion, Commissioner Baumgart offered a resolution to approve the consent agenda as presented. Commissioner Laumer seconded.

**RESOLUTION NO. 18**

"BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the consent agenda be approved as presented which includes:

- ❖ Minutes from the May 22, 2023, Commission meeting; and,
- ❖ Bills represented by vouchers No. 20230708 to No. 20230846 and associated wire transfers inclusive in the amount of \$2,657,018.74.

Dated this 12<sup>th</sup> day of June, 2023.

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

The foregoing resolution was adopted by a vote of seven ayes and zero nays.

Commissioner Mueske (PC Chair) reviewed with the Commission the minutes from the June 5<sup>th</sup> WMU Planning Committee meeting (see attached). Following review, Commissioner Mueske offered a motion to approve the minutes of the June 5<sup>th</sup> WMU Planning Committee meeting as presented. Commissioner Sieck seconded the motion which carried by a vote of seven ayes and zero nays.

In conjunction with the June 5<sup>th</sup> PC meeting, Staff Electrical Engineer Smith provided the Commission with a presentation to consider an option to add more local generation to WMU's current system. The step-by-step presentation included: generational history including power supply studies, Commission directive to stay abreast of future generation opportunities, MRES incentives, and the benefits and limitations of local generation. The main benefit of acquiring additional local generation is to provide additional reliability along with transmission stability and rate stabilizing. It was the recommendation of DGR Engineering and MRES to focus on adding new diesel generation. Based on DGR's study results, the uncertainty of MPCA permitting and 2040 mandates, WMU staff recommends pursuing the option to add four 2,725 kW diesel

gensets in metal enclosures. This would add 10,900 kW of generation to WMU's existing 10,950 kW for a total of 21,850 kW (35%-40% of peak load).

The projected cost estimates and financing options range from \$15 million for generators in metal enclosures to \$20 million for generators in a building. Financing of the project would be through bonding and potentially a minimal electric rate adjustment. Additional assumptions and financial data were presented. Following review and discussion, it was the consensus of the Commission to consider approval of that project at the June 26<sup>th</sup> MUC meeting. It was further noted that both Commissioners DeBlieck and Laumer will be unable to attend the meeting in person but expressed their full support to proceed with the project.

Staff Electrical Engineer Smith presented the May 2023 Wind Turbine Report. While both units are operational, we continue to await delivery of new breakers (anticipated in the next few weeks). Wind turbine availabilities for the month of May were at 72% (Unit #3) and 89.8% (Unit #4) for a total monthly production of 586,004 kilowatt hours. The 2023 total production through May is 1,238,998 kilowatt hours.

Finance & Office Services Supervisor Prekker reviewed with the Commission the April 2023 Financial Reports along with a recap of the April 30, 2023 Investment Portfolio, and April 2023 Cost of Power Report. The data presented included analyses of the Electric, Water, and Combined Divisions. Information contained in the reports reflects operating revenues & expenses, operating income, and retained earnings. Graphs depicting the 2022/2023 monthly year-to-date revenues, expenses, and retained earnings were also included with the financial data.

Finance & Office Services Supervisor Prekker reviewed with the Commission the APPA Benchmarking and AE2S Water Rate Comparisons. APPA's Performance Indicators Survey is completed annually. Data is collected from public power utilities with at least 150,000 MWh in total sales with at least 50% in retail sales. Financial and operating ratios represent data for 158 of the largest publicly owned utilities in the USA. WMU's ratios are included in the Management's Discussion & Analysis section of the annual audit. APPA benchmarking standards and comparisons were reviewed. It was noted that WMU has not implemented an electric rate increase since 2015.

Regarding the AE2S Water Rate Comparisons, WMU's water rates are currently ranked 17<sup>th</sup> out of 31 comparable-sized utilities in Minnesota, excluding the Minneapolis/St. Paul area. The water rates ranged from \$11.13 to \$82.73 with WMU at \$33.93.

General Manager Harren reviewed with the Commission a purchase agreement for the sale of WMU property located at 810 Litchfield Avenue SW (formerly Gerry's Liquor/Taco John's properties). Following review of the process involved, Staff was recommending approval of the property sale to Chaw's Asian Market, LLC, for the negotiated amount of \$280,000. Following discussion, Commission Laumer offered a resolution to approve the purchase agreement between WMU and Chaw's Asian Market in the amount of \$280,000. Commissioner Kennedy seconded.

#### **RESOLUTION NO. 19**

"BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the Commercial Property Purchase Agreement between Chaw's Asian Market, LLC, and the Willmar Municipal Utilities Commission, for property consisting of four parcels (95-003-3820, 95-003-3830, 95-003-3840, and 95-003-9860) be approved in the amount of \$280,000 contingent upon City Council approval."

Dated this 12<sup>th</sup> day of June, 2023.

---

President

Attest:

---

Secretary

The foregoing resolution was adopted by a vote of seven ayes and zero nays.

General Manager Harren informed the Commission that meetings of both the WMU Labor and Planning Committees will also be forthcoming. Tentative future Labor Committee agenda item(s) will include new building and union negotiations. Tentative future Planning Committee agenda items will include generation, new building, water treatment plant funding, and SunRay Water System.

For information: Upcoming 2023 events to note include:

- APPA National Conference: June 18-21 (Seattle, WA)
- MMUA Summer Conference: August 21-23 (Duluth)

There being no further business to come before the Commission, Commissioner DeBlieck offered a motion to adjourn. Commissioner Mueske seconded the motion which carried by a vote of seven ayes and zero nays, and the meeting was adjourned at 12:55 pm.

Respectfully Submitted,

WILLMAR MUNICIPAL UTILITIES

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Beth Mattheisen  
Executive Secretary

ATTEST:

---

Dave Baumgart, Secretary





**WILLMAR MUNICIPAL UTILITIES**  
**MUC Planning Committee Meeting Minutes**  
**Monday, June 5, 2023**  
**12:00 pm (WMU Conference Room)**

Attendees: Commissioners Shawn Mueske, Carol Laumer & Terry Sieck, General Manager John Harren, Director of Administration Janell Johnson, Staff Electrical Engineer Jeron Smith, Facilities & Maintenance Supervisor Kevin Marti, and Executive Secretary Beth Mattheisen.

Commissioner Mueske (2022 PC Chair) called the meeting to order at 12:00 pm. The first order of business was to establish the 2023 Chair and Vice Chair positions for the WMU Planning Committee. Commissioner Sieck nominated Commissioner Mueske to serve as Chair for the Planning Committee for 2023. Commissioner Laumer seconded the motion which carried by a vote of three ayes and zero nays. Commissioner Sieck next nominated Commissioner Laumer to serve as Vice Chair for the Planning Committee for 2023. Commissioner Mueske seconded the motion which carried by a vote of three ayes and zero nays.

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**1) 2023 Additional Local Generation – WMU/MRES (presentation):**

General Manager Harren opened discussion by providing background information regarding WMU's current distribution system which includes substations (5) with generation located at two of the substation sites.

Facilities & Maintenance Supv. Marti continued with a presentation to consider the possibility of adding additional local generation. The presentation included the following topics of discussion: generation history including 2016 Power Supply Strategy & Scope Study; keeping abreast of new generation opportunities (per MUC directive); MRES RCA and Generation Incentives; benefits and limitations of local generation; and, 2023 DGR Generation Study. The recommendation from DGR Engineering and MRES is to focus on new diesel generation. Based on the DGR Study results and the uncertainty of MPCA permitting and 2040 mandates, WMU staff recommends the option to add four 2,725 kW diesel gensets installed in metal enclosures. This would add 10,900 kW of generation to WMU's existing 10,950 kW for a total of 21,850 kW (35-40% of peak load).

Regarding MPCA/Permitting options, additional data was reviewed including runtimes, fee costs, timelines, and reporting requirements.

Projected 2023 cost estimates and financing options range from \$15 million for generators in metal enclosures to \$20 million for generators in a building. It was noted that WMU's Capital Budget and current rate structure does not support the needed investment and therefore bonding along with a potential electric rate increase (minimal) would be required. Assumptions and a financial recap of funding and expenses were discussed including MRES's increase in capacity payments.

Options and next steps were presented including a staff recommendation.

**Recommendation:**

The main focus of this project is to provide additional power supply reliability to the Willmar community. It was a consensus of the Planning Committee to present the presentation to the full Commission at their June 12<sup>th</sup> MUC meeting with approval consideration to follow at the June 26<sup>th</sup> MUC meeting.



**2) Update: Land purchase for new WMU facility:**

General Manager Harren provided the Committee with an update regarding the process to purchase property for a new WMU building. Previously, the City had requested WMU to delay the process until May 15<sup>th</sup> to allow additional time for the City to explore options for their own facility project. WMU complied with this request. On May 17<sup>th</sup>, a correspondence was sent to the City informing them that WMU intends to move forward with the process to purchase the state-owned property (1<sup>st</sup> choice site selection) for the new facility unless a response or request to delay has been received prior to May 23<sup>rd</sup>.

This was for information only with no action required.

**3) Miscellaneous:**

General Manager Harren presented a preliminary cost estimate of \$119,250 to construct additional parking on the previous Heat Exchanger Bldg. site (directly north of the WMU Office Bldg.) This cost does not include design, permitting, or any additional costs associated with such a project. The presented concept could add 7 additional parking spots (contingent upon City approval).

This was for information only with no action required.

**4) Adjournment:**

There being no further business to come before the WMU Planning Committee, Commissioner Mueske declared the meeting adjourned at 1:07 pm.



### City Council Action Request

|                              |                                                |                                |                                                 |
|------------------------------|------------------------------------------------|--------------------------------|-------------------------------------------------|
| <b>Council Meeting Date:</b> | June 20, 2023                                  | <b>Agenda Item Number:</b>     | 5.F.                                            |
| <b>Agenda Section:</b>       | Consent Items                                  | <b>Originating Department:</b> | Finance                                         |
| <b>Resolution:</b>           | No                                             | <b>Prepared By:</b>            | Carol Cunningham,<br>Assistant Finance Director |
| <b>Ordinance:</b>            | No                                             | <b>Presented By:</b>           | Judy Thompson, City Clerk                       |
| <b>Item:</b>                 | Accounts Payable Report 05-31-23 Thru 06-13-23 |                                |                                                 |

**RECOMMENDED ACTION:**

Review and Approve Accounts Payable Listing.

**OVERVIEW:**

Departmental submission of invoices to be included on the Accounts Payable Listing.

**BUDGETARY/FISCAL ISSUES:**

Reduction of Departmental Budgets by amounts approved.

**ALTERNATIVES TO CONSIDER:**

**ATTACHMENTS:**

1. Vendor Pymt History Report 05-31-23 Thru 06-13-23

Report Selection:

Optional Report Title.....INCLUDES ONLY POSTED TRANS

INCLUSIONS:

|                              |            |                 |
|------------------------------|------------|-----------------|
| Fund & Account.              |            | thru            |
| Check.. Date.....            | 05/31/2023 | thru 06/13/2023 |
| Source Codes.....            |            | thru            |
| Journal Entry Dates.....     |            | thru            |
| Journal Entry Ids.....       |            | thru            |
| Check.. Number.....          |            | thru            |
| Project.....                 |            | thru            |
| Vendor.....                  |            | thru            |
| Invoice.....                 |            | thru            |
| Purchase Order.....          |            | thru            |
| Bank.....                    |            | thru            |
| Payment Method...            |            |                 |
| Totals Only?.....            | N          |                 |
| 1099 Vendors Only?.....      |            |                 |
| Lower Dollars Limit.....     |            |                 |
| Create Excel file & Download | N          |                 |

Run Instructions:

|      |        |        |      |           |      |       |     |       |     |    |    |    |
|------|--------|--------|------|-----------|------|-------|-----|-------|-----|----|----|----|
| Jobq | Banner | Copies | Form | Printer   | Hold | Space | LPI | Lines | CPI | CP | SP | RT |
| L    |        | 01     |      | MNWIPRT01 | Y    | S     | 6   | 066   | 10  |    |    |    |

Vendor Payment History Report  
INCLUDES ONLY POSTED TRANS

| VENDOR NAME AND NUMBER   |  | CHECK# | DATE     | DESCRIPTION              | AMOUNT    | CLAIM  | INVOICE        | PO# | F | S | 9  | BX | M | ACCOUNT NAME     | ACCOUNT        |
|--------------------------|--|--------|----------|--------------------------|-----------|--------|----------------|-----|---|---|----|----|---|------------------|----------------|
| ACE ROLLOFFS & DISPOSAL  |  |        |          | 003696                   |           |        |                |     |   |   |    |    |   |                  |                |
|                          |  | 68458  | 06/13/23 | GARBAGE SERVICE-JUNE     | 867.15    |        | 200/06-23      |     | D | N | 01 |    |   | CLEANING AND WAS | 101.43425.0338 |
|                          |  | 68458  | 06/13/23 | GARBAGE SERVICE-JUNE     | 361.31    |        | 213/06-23      |     | D | N | 01 |    |   | CLEANING AND WAS | 101.43425.0338 |
|                          |  | 68458  | 06/13/23 | GARBAGE SERVICE-JUNE     | 54.02     |        | 237/06-23      |     | D | N | 01 |    |   | CLEANING AND WAS | 101.42412.0338 |
|                          |  | 68458  | 06/13/23 | GARBAGE SERVICE-JUNE     | 132.72    |        | 238/06-23      |     | D | N | 01 |    |   | CLEANING AND WAS | 101.41408.0338 |
|                          |  | 68458  | 06/13/23 | GARBAGE SERVICE-JUNE     | 207.71    |        | 239/06-23      |     | D | N | 01 |    |   | CLEANING AND WAS | 101.43425.0338 |
|                          |  | 68458  | 06/13/23 | GARBAGE SERVICE-JUNE     | 24.96     |        | 240/06-23      |     | D | N | 01 |    |   | CLEANING AND WAS | 651.48484.0228 |
|                          |  | 68458  | 06/13/23 | GARBAGE SERVICE-JUNE     | 214.95    |        | 241/06-23      |     | D | N | 01 |    |   | CLEANING AND WAS | 651.48484.0228 |
|                          |  |        |          |                          | 1,862.82  | *CHECK | TOTAL          |     |   |   |    |    |   |                  |                |
|                          |  |        |          | VENDOR TOTAL             | 1,862.82  |        |                |     |   |   |    |    |   |                  |                |
| AHN/HYUNG JUN            |  |        |          | 003854                   |           |        |                |     |   |   |    |    |   |                  |                |
|                          |  | 68456  | 06/12/23 | TRAVEL REIM-INTERVIEWEE  | 600.00    |        | 06122023       |     | D | N | 01 |    |   | TRAVEL-CONF.-SCH | 101.43425.0333 |
| ALEX AIR APPARATUS 2 LLC |  |        |          | 002061                   |           |        |                |     |   |   |    |    |   |                  |                |
|                          |  | 68459  | 06/13/23 | HAZ MAT SUITS            | 7,280.00  |        | INV-47951      |     | D | - |    |    |   | INSURANCE DEDUCT | 101.41428.0822 |
| ALPHA VIDEO & AUDIO INC  |  |        |          | 000041                   |           |        |                |     |   |   |    |    |   |                  |                |
|                          |  | 68460  | 06/13/23 | VIDEO RECORDING SUPPLI   | 2,825.16  |        | 18066          |     | D | - |    |    |   | SMALL TOOLS      | 101.45001.0221 |
|                          |  | 68460  | 06/13/23 | 2023 SFTW MTCE CONTRAC   | 3,760.00  |        | 18607          |     | D | - |    |    |   | SUBSCRIPTIONS AN | 101.45001.0443 |
|                          |  |        |          |                          | 6,585.16  | *CHECK | TOTAL          |     |   |   |    |    |   |                  |                |
|                          |  |        |          | VENDOR TOTAL             | 6,585.16  |        |                |     |   |   |    |    |   |                  |                |
| AMAZON CAPITAL SERVICES  |  |        |          | 003557                   |           |        |                |     |   |   |    |    |   |                  |                |
|                          |  | 68461  | 06/13/23 | USB CABLES-SQUAD CARS    | 9.79      |        | 1GKM-PD7N-3V1J |     | D | - |    |    |   | SMALL TOOLS      | 101.42411.0221 |
|                          |  | 68461  | 06/13/23 | USB&HARD DRIVES          | 211.04    |        | 1NMJ-19X1-TJFP |     | D | - |    |    |   | SMALL TOOLS      | 101.42411.0221 |
|                          |  | 68461  | 06/13/23 | NELSEN-IPAD CASE         | 99.99     |        | 16Y3-WG37-4TLG |     | D | - |    |    |   | SMALL TOOLS      | 101.41409.0221 |
|                          |  |        |          |                          | 320.82    | *CHECK | TOTAL          |     |   |   |    |    |   |                  |                |
|                          |  |        |          | VENDOR TOTAL             | 320.82    |        |                |     |   |   |    |    |   |                  |                |
| AMERICAN WELDING & GAS I |  |        |          | 000057                   |           |        |                |     |   |   |    |    |   |                  |                |
|                          |  | 68462  | 06/13/23 | FIRE EXT. REFILL         | 28.52     |        | 09329221       |     | D | - |    |    |   | MTCE. OF EQUIPME | 101.42411.0334 |
| ANCHOR INDUSTRIES INC    |  |        |          | 002400                   |           |        |                |     |   |   |    |    |   |                  |                |
|                          |  | 68463  | 06/13/23 | FUNBRELLA TOP REPL       | 1,989.30  |        | INV-112717     |     | D | - |    |    |   | MTCE. OF EQUIPME | 101.45437.0224 |
| ANDERSON LAW OFFICES     |  |        |          | 002954                   |           |        |                |     |   |   |    |    |   |                  |                |
|                          |  | 68464  | 06/13/23 | LEGAL SERVICES-MAY       | 19,556.75 |        | 2339           |     | D | N | 01 |    |   | PROFESSIONAL SER | 101.41406.0446 |
| ANDERSON/CALLA-SJEA      |  |        |          | 003845                   |           |        |                |     |   |   |    |    |   |                  |                |
|                          |  | 68465  | 06/13/23 | YTH V-BALL CAMP 4/14-5   | 3,186.00  |        | 050423         |     | D | - |    |    |   | PROFESSIONAL SER | 101.45432.0446 |
|                          |  | 68465  | 06/13/23 | YTH V-BALL CAMP 4/4-4/25 | 918.00    |        | 050423         |     | D | - |    |    |   | PROFESSIONAL SER | 101.45432.0446 |
|                          |  |        |          |                          | 4,104.00  | *CHECK | TOTAL          |     |   |   |    |    |   |                  |                |
|                          |  |        |          | VENDOR TOTAL             | 4,104.00  |        |                |     |   |   |    |    |   |                  |                |
| APPLE, INC.              |  |        |          | 003852                   |           |        |                |     |   |   |    |    |   |                  |                |
|                          |  | 68466  | 06/13/23 | NELSEN-IPAD              | 419.00    |        | AL26594683     |     | D | - |    |    |   | SMALL TOOLS      | 101.41409.0221 |

Vendor Payment History Report  
INCLUDES ONLY POSTED TRANS

| VENDOR NAME AND NUMBER   |       | CHECK#   | DATE                    | DESCRIPTION  | AMOUNT    | CLAIM | INVOICE     | PO# | F | S | 9 | BX | M | ACCOUNT NAME     | ACCOUNT        |
|--------------------------|-------|----------|-------------------------|--------------|-----------|-------|-------------|-----|---|---|---|----|---|------------------|----------------|
| AT&T MOBILITY            |       |          |                         | 000075       |           |       |             |     |   |   |   |    |   |                  |                |
|                          | 68467 | 06/13/23 | PHONE SERVICE-MAY       |              | 839.43    |       | 06032023    |     | D | - |   |    |   | COMMUNICATIONS   | 101.41409.0330 |
| AUSTIN INCORPORATED      |       |          |                         | 003610       |           |       |             |     |   |   |   |    |   |                  |                |
|                          | 68468 | 06/13/23 | SEPTIC PUMPING          |              | 120.00    |       | 40374       |     | D | - |   |    |   | OTHER SERVICES   | 230.43430.0339 |
|                          | 68468 | 06/13/23 | SEPTIC PUMPING          |              | 240.00    |       | 40450       |     | D | - |   |    |   | OTHER SERVICES   | 230.43430.0339 |
|                          | 68468 | 06/13/23 | SEPTIC PUMPING          |              | 240.00    |       | 40493       |     | D | - |   |    |   | OTHER SERVICES   | 230.43430.0339 |
|                          | 68468 | 06/13/23 | SEPTIC PUMPING          |              | 240.00    |       | 40612       |     | D | - |   |    |   | OTHER SERVICES   | 230.43430.0339 |
|                          | 68468 | 06/13/23 | SEPTIC PUMPING          |              | 480.00    |       | 40664       |     | D | - |   |    |   | OTHER SERVICES   | 230.43430.0339 |
|                          | 68468 | 06/13/23 | SEPTIC PUMPING          |              | 360.00    |       | 40773       |     | D | - |   |    |   | OTHER SERVICES   | 230.43430.0339 |
|                          | 68468 | 06/13/23 | SEPTIC PUMPING          |              | 120.00    |       | 41028       |     | D | - |   |    |   | OTHER SERVICES   | 230.43430.0339 |
|                          | 68468 | 06/13/23 | SEPTIC PUMPING          |              | 120.00    |       | 41036       |     | D | - |   |    |   | OTHER SERVICES   | 230.43430.0339 |
|                          | 68468 | 06/13/23 | SEPTIC PUMPING          |              | 120.00    |       | 41084       |     | D | - |   |    |   | OTHER SERVICES   | 230.43430.0339 |
|                          | 68468 | 06/13/23 | SEPTIC PUMPING          |              | 120.00    |       | 41313       |     | D | - |   |    |   | OTHER SERVICES   | 230.43430.0339 |
|                          | 68468 | 06/13/23 | SEPTIC PUMPING          |              | 120.00    |       | 41420       |     | D | - |   |    |   | OTHER SERVICES   | 230.43430.0339 |
|                          |       |          |                         |              | 2,280.00  |       |             |     |   |   |   |    |   |                  |                |
|                          |       |          |                         |              | 2,280.00  |       |             |     |   |   |   |    |   |                  |                |
|                          |       |          |                         | VENDOR TOTAL |           |       |             |     |   |   |   |    |   |                  |                |
| AVENU INSIGHTS & ANALYTI |       |          |                         | 000131       |           |       |             |     |   |   |   |    |   |                  |                |
|                          | 68469 | 06/13/23 | AS400 HOSTING-MAY       |              | 2,869.18  |       | INVB-045176 |     | D | - |   |    |   | SUBSCRIPTIONS AN | 101.41409.0443 |
| BAKER GRAPHICS INC       |       |          |                         | 000917       |           |       |             |     |   |   |   |    |   |                  |                |
|                          | 68470 | 06/13/23 | EQUIPMENT LABLES        |              | 25.00     |       | 22587       |     | D | - |   |    |   | SUBSISTENCE OF P | 101.42412.0227 |
| BAKER PRINTING INK       |       |          |                         | 002534       |           |       |             |     |   |   |   |    |   |                  |                |
|                          | 68471 | 06/13/23 | ADMIN-BUSINESS CARDS    |              | 190.20    |       | 0423/135    |     | D | - |   |    |   | OFFICE SUPPLIES  | 101.41400.0220 |
|                          | 68471 | 06/13/23 | OBREGON-BUSINESS CARDS  |              | 63.40     |       | 0423/135    |     | D | - |   |    |   | OFFICE SUPPLIES  | 101.41418.0220 |
|                          | 68471 | 06/13/23 | SIETSEMA-BUSINESS CARDS |              | 63.40     |       | 0423/135    |     | D | - |   |    |   | OFFICE SUPPLIES  | 101.41420.0220 |
|                          | 68471 | 06/13/23 | 300 2-PRT RSP REPORTS   |              | 135.65    |       | 0523/140    |     | D | - |   |    |   | OFFICE SUPPLIES  | 101.42412.0220 |
|                          |       |          |                         |              | 452.65    |       |             |     |   |   |   |    |   |                  |                |
|                          |       |          |                         |              | 452.65    |       |             |     |   |   |   |    |   |                  |                |
|                          |       |          |                         | VENDOR TOTAL |           |       |             |     |   |   |   |    |   |                  |                |
| BEST WESTERN PLUS        |       |          |                         | 000900       |           |       |             |     |   |   |   |    |   |                  |                |
|                          | 68472 | 06/13/23 | CVB BOARD LUNCH         |              | 161.81    |       | 1002        |     | D | - |   |    |   | OTHER CHARGES    | 208.45005.0449 |
| BLOKZYL/HEIDI            |       |          |                         | .03280       |           |       |             |     |   |   |   |    |   |                  |                |
|                          | 68473 | 06/13/23 | DAMAGE DEPOSIT REFUND   |              | 100.00    |       | 052323      |     | D | - |   |    |   | REFUNDS AND REIM | 101.41428.0882 |
| BOLTON & MENK INC        |       |          |                         | 001010       |           |       |             |     |   |   |   |    |   |                  |                |
|                          | 68474 | 06/13/23 | 13TH ST SW MILL&OVERLA  |              | 1,243.50  |       | 0312460     |     | D | - |   |    |   | PROFESSIONAL SER | 422.48452.0446 |
|                          | 68474 | 06/13/23 | 6TH ST SW RECONSTRUCT   |              | 2,392.50  |       | 0312464     |     | D | - |   |    |   | PROFESSIONAL SER | 422.48451.0446 |
|                          | 68474 | 06/13/23 | CHARLOTTE ST SW RECONS  |              | 2,111.50  |       | 0312467     |     | D | - |   |    |   | PROFESSIONAL SER | 422.48456.0446 |
|                          | 68474 | 06/13/23 | EPITOPIX WATERMAIN EXT  |              | 1,008.50  |       | 0312469     |     | D | - |   |    |   | PROFESSIONAL SER | 405.41402.0446 |
|                          | 68474 | 06/13/23 | HWY 12 LIFT STATION     |              | 5,532.50  |       | 0312471     |     | D | - |   |    |   | PROFESSIONAL SER | 651.48485.0446 |
|                          | 68474 | 06/13/23 | IND.DR SERV RD RECONST  |              | 1,241.50  |       | 0312472     |     | D | - |   |    |   | PROFESSIONAL SER | 422.48457.0446 |
|                          | 68474 | 06/13/23 | PROF SERV 04/01-04/28/  |              | 8,027.50  |       | 0312473     |     | D | - |   |    |   | PROFESSIONAL SER | 101.43417.0446 |
|                          | 68474 | 06/13/23 | PARKING LOTS RECONSTUC  |              | 1,166.00  |       | 0312475     |     | D | - |   |    |   | PROFESSIONAL SER | 422.48458.0446 |
|                          |       |          |                         |              | 22,723.50 |       |             |     |   |   |   |    |   |                  |                |
|                          |       |          |                         |              | 22,723.50 |       |             |     |   |   |   |    |   |                  |                |
|                          |       |          |                         | VENDOR TOTAL |           |       |             |     |   |   |   |    |   |                  |                |



Vendor Payment History Report  
INCLUDES ONLY POSTED TRANS

| VENDOR NAME AND NUMBER          | CHECK# | DATE     | DESCRIPTION              | AMOUNT   | CLAIM  | INVOICE     | PO# | F | S | 9  | BX | M | ACCOUNT NAME     | ACCOUNT        |
|---------------------------------|--------|----------|--------------------------|----------|--------|-------------|-----|---|---|----|----|---|------------------|----------------|
| BUETOW/TIMOTHY 003850           | 68475  | 06/13/23 | SAFETY BOOTS             | 139.99   |        | 060123      |     | D | - |    |    |   | SUBSISTENCE OF P | 101.43425.0227 |
| BULLET PROOF MECHANICAL 003181  | 68476  | 06/13/23 | CIP PROJ-POOL HEATER     | 2,401.80 |        | 9443        |     | D | - |    |    |   | BUILDINGS AND ST | 450.45437.0551 |
|                                 | 68476  | 06/13/23 | POOL HEATER REPAIR-LABOR | 128.00   |        | 9446        |     | D | - |    |    |   | MTCE. OF EQUIPME | 101.45437.0334 |
|                                 |        |          |                          | 2,529.80 | *CHECK | TOTAL       |     |   |   |    |    |   |                  |                |
|                                 |        |          | VENDOR TOTAL             | 2,529.80 |        |             |     |   |   |    |    |   |                  |                |
| CAMP RIPLEY MESS FUND 001174    | 68477  | 06/13/23 | HAZ MAT TRNG & LODGING   | 234.00   |        | 23-242      |     | D | - |    |    |   | TRAVEL-CONF.-SCH | 101.42412.0333 |
| CAPITAL ONE 003647              | 68478  | 06/13/23 | BREAK ROOM SUPPLIES      | 97.18    |        | 042023      |     | D | - |    |    |   | GENERAL SUPPLIES | 651.48484.0229 |
|                                 | 68478  | 06/13/23 | COFFEE&FILTERS           | 67.24    |        | 042123      |     | D | - |    |    |   | GENERAL SUPPLIES | 101.42411.0229 |
|                                 | 68478  | 06/13/23 | HDMI CABLE               | 8.32     |        | 042423      |     | D | - |    |    |   | OFFICE SUPPLIES  | 101.42412.0220 |
|                                 | 68478  | 06/13/23 | SHARPIE MARKERS          | 7.25     |        | 042423      |     | D | - |    |    |   | OFFICE SUPPLIES  | 101.42412.0220 |
|                                 | 68478  | 06/13/23 | TV-TRAINING              | 368.00   |        | 042423      |     | D | - |    |    |   | GENERAL SUPPLIES | 101.42412.0229 |
|                                 | 68478  | 06/13/23 | PLANT SUPPLIES           | 43.11    |        | 042523      |     | D | - |    |    |   | GENERAL SUPPLIES | 651.48484.0229 |
|                                 | 68478  | 06/13/23 | CONCESSION SUPPLIES      | 32.16    |        | 042623      |     | D | - |    |    |   | GENERAL SUPPLIES | 101.45432.0229 |
|                                 | 68478  | 06/13/23 | TOTES-CERT GEAR          | 461.72   |        | 050823      |     | D | - |    |    |   | GENERAL SUPPLIES | 101.42411.0229 |
|                                 | 68478  | 06/13/23 | WHS STUDENT JOB FAIR     | 34.24    |        | 050923      |     | D | - |    |    |   | GENERAL SUPPLIES | 101.45432.0229 |
|                                 | 68478  | 06/13/23 | SUMMER REC SUPPLIES      | 285.93   |        | 051223      |     | D | - |    |    |   | GENERAL SUPPLIES | 101.45432.0229 |
|                                 |        |          |                          | 1,405.15 | *CHECK | TOTAL       |     |   |   |    |    |   |                  |                |
|                                 |        |          | VENDOR TOTAL             | 1,405.15 |        |             |     |   |   |    |    |   |                  |                |
| CARD SERVICES 002552            | 68479  | 06/13/23 | LATE FEE 05/23 STMT      | 12.50    |        | STMT/06-23  |     | D | - |    |    |   | GENERAL SUPPLIES | 101.45433.0229 |
|                                 | 68479  | 06/13/23 | CONCESSION SUPPLIES      | 10.76    |        | 050513      |     | D | - |    |    |   | GENERAL SUPPLIES | 101.45433.0229 |
|                                 | 68479  | 06/13/23 | EMPLOYEE RECOGN EVENT    | 80.63    |        | 052214      |     | D | - |    |    |   | AWARDS AND INDEM | 101.41400.0442 |
|                                 | 68479  | 06/13/23 | CONCESSION SUPPLIES      | 65.12    |        | 052309      |     | D | - |    |    |   | GENERAL SUPPLIES | 101.45433.0229 |
|                                 | 68479  | 06/13/23 | CONCESSION SUPPLIES      | 18.08    |        | 520189      |     | D | - |    |    |   | GENERAL SUPPLIES | 101.45433.0229 |
|                                 |        |          |                          | 187.09   | *CHECK | TOTAL       |     |   |   |    |    |   |                  |                |
|                                 |        |          | VENDOR TOTAL             | 187.09   |        |             |     |   |   |    |    |   |                  |                |
| CARRANZA/NOE 002547             | 68480  | 06/13/23 | INTERVIEW 04/01/23       | 175.00   |        | 38          |     | D | N | 01 |    |   | PROFESSIONAL SER | 101.42411.0446 |
|                                 | 68480  | 06/13/23 | INTERVIEW 04/27/23       | 140.00   |        | 46          |     | D | N | 01 |    |   | PROFESSIONAL SER | 101.42411.0446 |
|                                 | 68480  | 06/13/23 | INTERVIEW 05/14/23       | 140.00   |        | 54          |     | D | N | 01 |    |   | PROFESSIONAL SER | 101.42411.0446 |
|                                 |        |          |                          | 455.00   | *CHECK | TOTAL       |     |   |   |    |    |   |                  |                |
|                                 |        |          | VENDOR TOTAL             | 455.00   |        |             |     |   |   |    |    |   |                  |                |
| CELLEBRITE INC 003329           | 68481  | 06/13/23 | CELL PHONES              | 6,100.00 |        | INVUS255860 |     | D | - |    |    |   | SUBSCRIPTIONS AN | 101.42411.0443 |
| CENTRAL LAKES MENTAL HEA 003851 | 68482  | 06/13/23 | WPD CRITICAL INCIDENT    | 140.00   |        | 060223      |     | D | - |    |    |   | SUBSISTENCE OF P | 101.42411.0337 |

Vendor Payment History Report  
INCLUDES ONLY POSTED TRANS

| VENDOR NAME AND NUMBER   |       | CHECK#   | DATE                    | DESCRIPTION | AMOUNT | CLAIM  | INVOICE       | PO# | F | S | 9 | BX | M | ACCOUNT NAME     | ACCOUNT        |
|--------------------------|-------|----------|-------------------------|-------------|--------|--------|---------------|-----|---|---|---|----|---|------------------|----------------|
| CGAA SOFTBALL            |       |          |                         | 003846      |        |        |               |     |   |   |   |    |   |                  |                |
|                          | 68483 | 06/13/23 | 10U SOFTBALL TOURNAMENT | 325.00      |        |        | 051523        |     | D | - |   |    |   | LICENSES AND TAX | 101.45432.0445 |
|                          | 68483 | 06/13/23 | 12U SOFTBALL TOURNAMENT | 325.00      |        |        | 051523        |     | D | - |   |    |   | LICENSES AND TAX | 101.45432.0445 |
|                          |       |          |                         | 650.00      |        | *CHECK | TOTAL         |     |   |   |   |    |   |                  |                |
|                          |       |          | VENDOR TOTAL            | 650.00      |        |        |               |     |   |   |   |    |   |                  |                |
| CHAMBERLAIN OIL CO       |       |          |                         | 000154      |        |        |               |     |   |   |   |    |   |                  |                |
|                          | 68484 | 06/13/23 | GEAR CASE OIL           | 9,880.12    |        |        | 436847-00     |     | D | - |   |    |   | MOTOR FUELS AND  | 651.48484.0222 |
| CHARTER COMMUNICATIONS   |       |          |                         | 000736      |        |        |               |     |   |   |   |    |   |                  |                |
|                          | 68485 | 06/13/23 | PHONE SERVICE-MAY       | 1,893.03    |        |        | 0009126052223 |     | D | - |   |    |   | COMMUNICATIONS   | 101.41409.0330 |
| CHRISTENSEN/MICHAEL      |       |          |                         | 003431      |        |        |               |     |   |   |   |    |   |                  |                |
|                          | 68486 | 06/13/23 | DIVE TRAINING           | 203.50      |        |        | 060223        |     | D | - |   |    |   | TRAVEL-CONF.-SCH | 101.42411.0333 |
| CITY LINE TOWING         |       |          |                         | 003708      |        |        |               |     |   |   |   |    |   |                  |                |
|                          | 68487 | 06/13/23 | TOWING CHARGES          | 90.00       |        |        | 23-03532      |     | D | - |   |    |   | OTHER SERVICES   | 101.42411.0339 |
| CITY OF ST. CLOUD        |       |          |                         | .00018      |        |        |               |     |   |   |   |    |   |                  |                |
|                          | 68488 | 06/13/23 | 2023 CMWEA MMRSH DUES   | 3,723.00    |        |        | AR027451      |     | D | - |   |    |   | SUBSCRIPTIONS AN | 101.43418.0443 |
| CODE 4 SERVICES INC      |       |          |                         | 002984      |        |        |               |     |   |   |   |    |   |                  |                |
|                          | 68489 | 06/13/23 | BATTERIES-LIDAR UNIT    | 175.80      |        |        | 8431          |     | D | - |   |    |   | MTCE. OF EQUIPME | 101.42411.0224 |
|                          | 68489 | 06/13/23 | RUNNING BRD LGHTS-SQ 1  | 1,323.85    |        |        | 8432          |     | D | - |   |    |   | MTCE. OF EQUIPME | 101.42411.0224 |
|                          | 68489 | 06/13/23 | SIREN REPLACEMENT PARTS | 853.47      |        |        | 8467          |     | D | - |   |    |   | MTCE. OF EQUIPME | 101.42412.0224 |
|                          | 68489 | 06/13/23 | SIREN REPLACEMENT LABOR | 190.00      |        |        | 8467          |     | D | - |   |    |   | MTCE. OF EQUIPME | 101.42412.0334 |
|                          |       |          |                         | 2,543.12    |        | *CHECK | TOTAL         |     |   |   |   |    |   |                  |                |
|                          |       |          | VENDOR TOTAL            | 2,543.12    |        |        |               |     |   |   |   |    |   |                  |                |
| COORDINATED BUSINESS SYS |       |          |                         | 003677      |        |        |               |     |   |   |   |    |   |                  |                |
|                          | 68490 | 06/13/23 | PRINT/PAGE COUNT        | 49.23       |        |        | INV303783     |     | D | - |   |    |   | SUBSCRIPTIONS AN | 101.41409.0443 |
| CORE & MAIN LP           |       |          |                         | 002130      |        |        |               |     |   |   |   |    |   |                  |                |
|                          | 68491 | 06/13/23 | LOADOUT PIPE REPAIR     | 787.00      |        |        | S847003       |     | D | - |   |    |   | MTCE. OF EQUIPME | 651.48486.0224 |
| CROW CHEMICAL & LIGHTING |       |          |                         | 000186      |        |        |               |     |   |   |   |    |   |                  |                |
|                          | 68492 | 06/13/23 | CLEANING SUPPLIES       | 57.00       |        |        | 124369        |     | D | - |   |    |   | GENERAL SUPPLIES | 651.48484.0229 |
|                          | 68492 | 06/13/23 | CLEANING SUPPLIES       | 282.75      |        |        | 124420        |     | D | - |   |    |   | GENERAL SUPPLIES | 101.43425.0229 |
|                          | 68492 | 06/13/23 | CLEANING SUPPLIES       | 174.45      |        |        | 124450        |     | D | - |   |    |   | GENERAL SUPPLIES | 101.43425.0229 |
|                          |       |          |                         | 514.20      |        | *CHECK | TOTAL         |     |   |   |   |    |   |                  |                |
|                          |       |          | VENDOR TOTAL            | 514.20      |        |        |               |     |   |   |   |    |   |                  |                |
| DESIGN ELECTRIC INC      |       |          |                         | 000203      |        |        |               |     |   |   |   |    |   |                  |                |
|                          | 68493 | 06/13/23 | SIGNAL HEAD RPL-PARTS   | 1,473.30    |        |        | 19189         |     | D | - |   |    |   | MTCE. OF OTHER I | 101.43417.0226 |
|                          | 68493 | 06/13/23 | SIGNAL HEAD RPL-LABOR   | 1,044.00    |        |        | 19189         |     | D | - |   |    |   | MTCE. OF OTHER I | 101.43417.0336 |
|                          | 68493 | 06/13/23 | SIGNAL REPAIR-PARTS     | 157.50      |        |        | 19190         |     | D | - |   |    |   | MTCE. OF OTHER I | 101.43417.0226 |
|                          | 68493 | 06/13/23 | SIGNAL REPAIR-LABOR     | 783.00      |        |        | 19190         |     | D | - |   |    |   | MTCE. OF OTHER I | 101.43417.0336 |
|                          |       |          |                         | 3,457.80    |        | *CHECK | TOTAL         |     |   |   |   |    |   |                  |                |
|                          |       |          | VENDOR TOTAL            | 3,457.80    |        |        |               |     |   |   |   |    |   |                  |                |

Vendor Payment History Report  
INCLUDES ONLY POSTED TRANS

| VENDOR NAME AND NUMBER   | CHECK#   | DATE                     | DESCRIPTION | AMOUNT | CLAIM | INVOICE     | PO# | F | S | 9  | BX | M | ACCOUNT NAME     | ACCOUNT        |
|--------------------------|----------|--------------------------|-------------|--------|-------|-------------|-----|---|---|----|----|---|------------------|----------------|
| DITTRICH/COLETON         |          |                          |             |        |       |             |     |   |   |    |    |   |                  |                |
| 68494                    | 06/13/23 | BALLISTIC SHIELD DEP-TRN | 222.00      |        |       | 060223      |     | D | - |    |    |   | TRAVEL-CONF.-SCH | 101.42411.0333 |
| DOOLEY'S PETROLEUM INC   |          |                          |             |        |       |             |     |   |   |    |    |   |                  |                |
| 68495                    | 06/13/23 | PLANT GAS                | 1,960.37    |        |       | 458346      |     | D | - |    |    |   | MOTOR FUELS AND  | 651.48484.0222 |
| DUININCK CONCRETE        |          |                          |             |        |       |             |     |   |   |    |    |   |                  |                |
| 68496                    | 06/13/23 | CONCRETE                 | 161.64      |        |       | 2305-669089 |     | D | - |    |    |   | MTCE. OF OTHER I | 101.43425.0226 |
| 68496                    | 06/13/23 | SAW BALDE                | 280.18      |        |       | 2305-669296 |     | D | - |    |    |   | SMALL TOOLS      | 101.43425.0221 |
|                          |          |                          | 441.82      |        |       |             |     |   |   |    |    |   |                  |                |
|                          |          | VENDOR TOTAL             | 441.82      |        |       |             |     |   |   |    |    |   |                  |                |
| DUININCK INC             |          |                          |             |        |       |             |     |   |   |    |    |   |                  |                |
| 68497                    | 06/13/23 | ASPHALT                  | 1,375.00    |        |       | 554618      |     | D | - |    |    |   | MTCE. OF OTHER I | 101.43425.0226 |
| 68497                    | 06/13/23 | ASPHALT                  | 4,752.36    |        |       | 554746      |     | D | - |    |    |   | MTCE. OF OTHER I | 101.43425.0226 |
| 68497                    | 06/13/23 | GRAVEL                   | 1,937.15    |        |       | 554792      |     | D | - |    |    |   | GENERAL SUPPLIES | 101.43425.0229 |
|                          |          |                          | 8,064.51    |        |       |             |     |   |   |    |    |   |                  |                |
|                          |          | VENDOR TOTAL             | 8,064.51    |        |       |             |     |   |   |    |    |   |                  |                |
| ED'S SERVICE CENTER & SA |          |                          |             |        |       |             |     |   |   |    |    |   |                  |                |
| 68498                    | 06/13/23 | TOWING CHARGES           | 160.00      |        |       | 145409      |     | D | - |    |    |   | OTHER SERVICES   | 101.42411.0339 |
| EXCEL OVERHEAD DOOR      |          |                          |             |        |       |             |     |   |   |    |    |   |                  |                |
| 68499                    | 06/13/23 | DOOR REPLACEMENT @PW     | 13,000.00   |        |       | 41003       |     | D | N | 01 |    |   | MTCE. OF STRUCTU | 101.43425.0225 |
| FANCY COATS              |          |                          |             |        |       |             |     |   |   |    |    |   |                  |                |
| 68500                    | 06/13/23 | BOARDING K-9 5/26-5/28   | 78.00       |        |       | 060923      |     | D | - |    |    |   | PROFESSIONAL SER | 101.42411.0446 |
| FARM-RITE EQUIPMENT      |          |                          |             |        |       |             |     |   |   |    |    |   |                  |                |
| 68501                    | 06/13/23 | TOOL CAT-PARTS           | 408.52      |        |       | P44881      |     | D | - |    |    |   | MTCE. OF EQUIPME | 101.45433.0224 |
| 68501                    | 06/13/23 | TOOL CAT-ANTIFREEZE      | 52.74       |        |       | P44891      |     | D | - |    |    |   | MTCE. OF EQUIPME | 651.48484.0224 |
| 68501                    | 06/13/23 | #214495 FILTERS          | 202.11      |        |       | P44949      |     | D | - |    |    |   | INVENTORIES-MDSE | 101.125000     |
|                          |          |                          | 663.37      |        |       |             |     |   |   |    |    |   |                  |                |
|                          |          | VENDOR TOTAL             | 663.37      |        |       |             |     |   |   |    |    |   |                  |                |
| FARMER DAVE LLC          |          |                          |             |        |       |             |     |   |   |    |    |   |                  |                |
| 68502                    | 06/13/23 | HAULED BIOSOLIDS         | 5,009.06    |        |       | 053123      |     | D | N | 01 |    |   | OTHER SERVICES   | 651.48486.0339 |
| 68502                    | 06/13/23 | HAULED BIOSOLIDS         | 3,406.16    |        |       | 053123      |     | D | N | 01 |    |   | OTHER SERVICES   | 651.48486.0339 |
| 68502                    | 06/13/23 | HAULED BIOSOLIDS         | 9,986.20    |        |       | 053123      |     | D | N | 01 |    |   | OTHER SERVICES   | 651.48486.0339 |
| 68502                    | 06/13/23 | HAULED BIOSOLIDS         | 3,557.59    |        |       | 053123      |     | D | N | 01 |    |   | OTHER SERVICES   | 651.48486.0339 |
|                          |          |                          | 21,959.01   |        |       |             |     |   |   |    |    |   |                  |                |
|                          |          | VENDOR TOTAL             | 21,959.01   |        |       |             |     |   |   |    |    |   |                  |                |
| FENSKE/WILLIAM           |          |                          |             |        |       |             |     |   |   |    |    |   |                  |                |
| 68503                    | 06/13/23 | INTERIM F.D 5/22-6/2/2   | 5,670.00    |        |       | 23-050523   |     | D | - |    |    |   | PROFESSIONAL SER | 101.41405.0446 |
| FERGUSON ENTERPRISES INC |          |                          |             |        |       |             |     |   |   |    |    |   |                  |                |
| 68504                    | 06/13/23 | WARM WATER CIRCULATION-P | 198.33      |        |       | 0090810     |     | D | - |    |    |   | MTCE. OF EQUIPME | 101.45437.0224 |

Vendor Payment History Report  
INCLUDES ONLY POSTED TRANS

| VENDOR NAME AND NUMBER          |       | CHECK#   | DATE | DESCRIPTION              | AMOUNT   | CLAIM  | INVOICE        | PO# | F | S | 9 | BX | M | ACCOUNT NAME     | ACCOUNT        |
|---------------------------------|-------|----------|------|--------------------------|----------|--------|----------------|-----|---|---|---|----|---|------------------|----------------|
| FERGUSON ENTERPRISES INC 000810 |       |          |      |                          |          |        |                |     |   |   |   |    |   |                  |                |
|                                 | 68504 | 06/13/23 |      | PLUMBING PARTS           | 44.80    |        | 0095999        |     | D | - |   |    |   | MTCE. OF STRUCTU | 101.43425.0225 |
|                                 | 68504 | 06/13/23 |      | PLUMBING PARTS           | 59.31    |        | 0110094        |     | D | - |   |    |   | MTCE. OF STRUCTU | 101.43425.0225 |
|                                 | 68504 | 06/13/23 |      | PLUMBING PARTS           | 9.69     |        | 0111742        |     | D | - |   |    |   | MTCE. OF STRUCTU | 101.43425.0225 |
|                                 |       |          |      |                          | 312.13   | *CHECK | TOTAL          |     |   |   |   |    |   |                  |                |
|                                 |       |          |      | VENDOR TOTAL             | 312.13   |        |                |     |   |   |   |    |   |                  |                |
| FIRST CHOICE FOOD & BEVE 000775 |       |          |      |                          |          |        |                |     |   |   |   |    |   |                  |                |
|                                 | 68505 | 06/13/23 |      | CONCESSION SUPPLIES      | 4,382.00 |        | 2107:033706    |     | D | - |   |    |   | GENERAL SUPPLIES | 101.45433.0229 |
|                                 | 68505 | 06/13/23 |      | CONCESSION SUPPLIES      | 895.70   |        | 2107:033887    |     | D | - |   |    |   | GENERAL SUPPLIES | 101.45433.0229 |
|                                 |       |          |      |                          | 5,277.70 | *CHECK | TOTAL          |     |   |   |   |    |   |                  |                |
|                                 |       |          |      | VENDOR TOTAL             | 5,277.70 |        |                |     |   |   |   |    |   |                  |                |
| FLEETPRIDE 002973               |       |          |      |                          |          |        |                |     |   |   |   |    |   |                  |                |
|                                 | 68506 | 06/13/23 |      | FILTERS                  | 27.40    |        | 107845859      |     | D | - |   |    |   | INVENTORIES-MDSE | 101.125000     |
|                                 | 68506 | 06/13/23 |      | FILTERS                  | 61.94    |        | 107950144      |     | D | - |   |    |   | INVENTORIES-MDSE | 101.125000     |
|                                 | 68506 | 06/13/23 |      | FILTERS                  | 89.30    |        | 107955405      |     | D | - |   |    |   | INVENTORIES-MDSE | 101.125000     |
|                                 | 68506 | 06/13/23 |      | FILTERS                  | 107.98   |        | 107985272      |     | D | - |   |    |   | INVENTORIES-MDSE | 101.125000     |
|                                 | 68506 | 06/13/23 |      | FILTERS                  | 62.62    |        | 108028064      |     | D | - |   |    |   | INVENTORIES-MDSE | 101.125000     |
|                                 | 68506 | 06/13/23 |      | FILTER                   | 4.14     |        | 108118532      |     | D | - |   |    |   | INVENTORIES-MDSE | 101.125000     |
|                                 | 68506 | 06/13/23 |      | FILTERS                  | 117.52   |        | 108118533      |     | D | - |   |    |   | INVENTORIES-MDSE | 101.125000     |
|                                 | 68506 | 06/13/23 |      | FILTERS                  | 19.91    |        | 108243761      |     | D | - |   |    |   | INVENTORIES-MDSE | 101.125000     |
|                                 | 68506 | 06/13/23 |      | FILTERS                  | 261.94   |        | 108252496      |     | D | - |   |    |   | INVENTORIES-MDSE | 101.125000     |
|                                 |       |          |      |                          | 752.75   | *CHECK | TOTAL          |     |   |   |   |    |   |                  |                |
|                                 |       |          |      | VENDOR TOTAL             | 752.75   |        |                |     |   |   |   |    |   |                  |                |
| FLOOR TO CEILING STORE 000274   |       |          |      |                          |          |        |                |     |   |   |   |    |   |                  |                |
|                                 | 68507 | 06/13/23 |      | SHADES-COMMUNITY ROOM-   | 2,204.55 |        | 153292         |     | D | - |   |    |   | MTCE. OF STRUCTU | 420.45506.0225 |
|                                 | 68507 | 06/13/23 |      | SHADES-COMMUNITY ROOM-L  | 255.00   |        | 153292         |     | D | - |   |    |   | MTCE. OF STRUCTU | 420.45506.0335 |
|                                 |       |          |      |                          | 2,459.55 | *CHECK | TOTAL          |     |   |   |   |    |   |                  |                |
|                                 |       |          |      | VENDOR TOTAL             | 2,459.55 |        |                |     |   |   |   |    |   |                  |                |
| FORUM COMMUNICATIONS COM 002269 |       |          |      |                          |          |        |                |     |   |   |   |    |   |                  |                |
|                                 | 68508 | 06/13/23 |      | AERATION AD              | 410.88   |        | I2023.00034522 |     | D | - |   |    |   | ADVERTISING      | 101.43425.0447 |
|                                 | 68508 | 06/13/23 |      | AERATION AD              | 410.88   |        | I2023.00034522 |     | D | - |   |    |   | ADVERTISING      | 101.43425.0447 |
|                                 | 68508 | 06/13/23 |      | NEW GB-2 TEXT&MAP AMEND  | 53.26    |        | I2023.00050058 |     | D | - |   |    |   | PRINTING AND PUB | 101.41402.0331 |
|                                 | 68508 | 06/13/23 |      | NEW GB SETBACK           | 49.94    |        | I2023.00050059 |     | D | - |   |    |   | PRINTING AND PUB | 101.41402.0331 |
|                                 | 68508 | 06/13/23 |      | NOTICE OF PUBLIC HEARING | 68.24    |        | I2023.00050060 |     | D | - |   |    |   | PRINTING AND PUB | 101.41402.0331 |
|                                 | 68508 | 06/13/23 |      | PURSUANT TO ACTION       | 129.82   |        | I2023.00050061 |     | D | - |   |    |   | PRINTING AND PUB | 101.41401.0331 |
|                                 | 68508 | 06/13/23 |      | NOTICE OF PUBLIC HEARING | 66.58    |        | I2023.00050062 |     | D | - |   |    |   | PRINTING AND PUB | 101.41402.0331 |
|                                 | 68508 | 06/13/23 |      | ORDINANCE NO 1497 AMEND  | 119.84   |        | I2023.00050063 |     | D | - |   |    |   | PRINTING AND PUB | 101.41401.0331 |
|                                 | 68508 | 06/13/23 |      | ORDINANCE AUTHORIZATION  | 100.10   |        | I2023.00050064 |     | D | - |   |    |   | PRINTING AND PUB | 101.41401.0331 |
|                                 | 68508 | 06/13/23 |      | NOTICE OF PUBLIC HEARING | 61.58    |        | I2023.00050065 |     | D | - |   |    |   | PRINTING AND PUB | 101.41401.0331 |
|                                 | 68508 | 06/13/23 |      | NOTICE OF PUBLIC HEARING | 48.26    |        | I2023.00050066 |     | D | - |   |    |   | PRINTING AND PUB | 101.41402.0331 |
|                                 | 68508 | 06/13/23 |      | PUBLIC NOTICE I-3 REZONE | 54.92    |        | I2023.00050067 |     | D | - |   |    |   | PRINTING AND PUB | 101.41402.0331 |
|                                 | 68508 | 06/13/23 |      | PUBLIC NOTICE-PAFFRATH   | 54.92    |        | I2023.00050068 |     | D | - |   |    |   | PRINTING AND PUB | 101.41402.0331 |
|                                 |       |          |      |                          | 1,629.22 | *CHECK | TOTAL          |     |   |   |   |    |   |                  |                |
|                                 |       |          |      | VENDOR TOTAL             | 1,629.22 |        |                |     |   |   |   |    |   |                  |                |

Vendor Payment History Report  
INCLUDES ONLY POSTED TRANS

| VENDOR NAME AND NUMBER   |       | CHECK#   | DATE | DESCRIPTION             | AMOUNT    | CLAIM  | INVOICE    | PO# | F | S | 9 | BX | M | ACCOUNT NAME     | ACCOUNT        |
|--------------------------|-------|----------|------|-------------------------|-----------|--------|------------|-----|---|---|---|----|---|------------------|----------------|
| GALLS LLC                |       |          |      | 000288                  |           |        |            |     |   |   |   |    |   |                  |                |
|                          | 68509 | 06/13/23 |      | CHRISTIANSON-SWAT PANTS | 49.36     |        | 024497524  |     | D | - |   |    |   | SUBSISTENCE OF P | 101.42411.0227 |
|                          | 68509 | 06/13/23 |      | CHRISTIANSON-SWAT PANTS | 49.88     |        | 024563372  |     | D | - |   |    |   | SUBSISTENCE OF P | 101.42411.0227 |
|                          |       |          |      |                         | 99.24     | *CHECK | TOTAL      |     |   |   |   |    |   |                  |                |
|                          |       |          |      | VENDOR TOTAL            | 99.24     |        |            |     |   |   |   |    |   |                  |                |
| GENERAL MAILING SERVICES |       |          |      | 000293                  |           |        |            |     |   |   |   |    |   |                  |                |
|                          | 68510 | 06/13/23 |      | POSTAGE 05/15-05/19/23  | 0.78      |        | 66445      |     | D | - |   |    |   | POSTAGE          | 101.41400.0223 |
|                          | 68510 | 06/13/23 |      | POSTAGE 05/15-05/19/23  | 57.82     |        | 66445      |     | D | - |   |    |   | POSTAGE          | 101.41402.0223 |
|                          | 68510 | 06/13/23 |      | POSTAGE 05/15-05/19/23  | 6.09      |        | 66445      |     | D | - |   |    |   | POSTAGE          | 101.41403.0223 |
|                          | 68510 | 06/13/23 |      | POSTAGE 05/15-05/19/23  | 104.08    |        | 66445      |     | D | - |   |    |   | POSTAGE          | 101.41405.0223 |
|                          | 68510 | 06/13/23 |      | POSTAGE 05/15-05/19/23  | 20.00     |        | 66445      |     | D | - |   |    |   | POSTAGE          | 101.41408.0223 |
|                          | 68510 | 06/13/23 |      | POSTAGE 05/22-05/26/23  | 1.56      |        | 66493      |     | D | - |   |    |   | POSTAGE          | 101.41400.0223 |
|                          | 68510 | 06/13/23 |      | POSTAGE 05/22-05/26/23  | 32.64     |        | 66493      |     | D | - |   |    |   | POSTAGE          | 101.41402.0223 |
|                          | 68510 | 06/13/23 |      | POSTAGE 05/22-05/26/23  | 4.14      |        | 66493      |     | D | - |   |    |   | POSTAGE          | 101.41403.0223 |
|                          | 68510 | 06/13/23 |      | POSTAGE 05/22-05/26/23  | 10.48     |        | 66493      |     | D | - |   |    |   | POSTAGE          | 101.41405.0223 |
|                          | 68510 | 06/13/23 |      | POSTAGE 05/22-05/26/23  | 20.00     |        | 66493      |     | D | - |   |    |   | POSTAGE          | 101.41408.0223 |
|                          | 68510 | 06/13/23 |      | POSTAGE 05/22-05/26/23  | 1.56      |        | 66493      |     | D | - |   |    |   | POSTAGE          | 101.42412.0223 |
|                          | 68510 | 06/13/23 |      | POSTAGE 05/22-05/26/23  | 9.65      |        | 66493      |     | D | - |   |    |   | POSTAGE          | 101.43425.0223 |
|                          | 68510 | 06/13/23 |      | POSTAGE 05/22-05/26/23  | 0.78      |        | 66493      |     | D | - |   |    |   | POSTAGE          | 230.43430.0223 |
|                          | 68510 | 06/13/23 |      | POSTAGE 05/29-06/02/23  | 0.78      |        | 66579      |     | D | - |   |    |   | POSTAGE          | 101.41400.0223 |
|                          | 68510 | 06/13/23 |      | POSTAGE 05/29-06/02/23  | 20.28     |        | 66579      |     | D | - |   |    |   | POSTAGE          | 101.41402.0223 |
|                          | 68510 | 06/13/23 |      | POSTAGE 05/29-06/02/23  | 2.63      |        | 66579      |     | D | - |   |    |   | POSTAGE          | 101.41403.0223 |
|                          | 68510 | 06/13/23 |      | POSTAGE 05/29-06/02/23  | 38.56     |        | 66579      |     | D | - |   |    |   | POSTAGE          | 101.41405.0223 |
|                          | 68510 | 06/13/23 |      | POSTAGE 05/29-06/02/23  | 20.00     |        | 66579      |     | D | - |   |    |   | POSTAGE          | 101.41408.0223 |
|                          | 68510 | 06/13/23 |      | POSTAGE 05/29-06/02/23  | 1.56      |        | 66579      |     | D | - |   |    |   | POSTAGE          | 101.42412.0223 |
|                          | 68510 | 06/13/23 |      | POSTAGE 05/29-06/02/23  | 75.28     |        | 66579      |     | D | - |   |    |   | POSTAGE          | 101.43425.0223 |
|                          |       |          |      |                         | 428.67    | *CHECK | TOTAL      |     |   |   |   |    |   |                  |                |
|                          |       |          |      | VENDOR TOTAL            | 428.67    |        |            |     |   |   |   |    |   |                  |                |
| GOV'T FINANCE OFFICERS A |       |          |      | 000302                  |           |        |            |     |   |   |   |    |   |                  |                |
|                          | 68511 | 06/13/23 |      | 2024 MEMBERSHIP DUES    | 31.67     |        | 053123     |     | D | - |   |    |   | PREPAID EXPENSES | 101.128000     |
|                          | 68511 | 06/13/23 |      | 2023 MEMBERSHIP DUES    | 158.33    |        | 053123     |     | D | - |   |    |   | SUBSCRIPTIONS AN | 101.41405.0443 |
|                          |       |          |      |                         | 190.00    | *CHECK | TOTAL      |     |   |   |   |    |   |                  |                |
|                          |       |          |      | VENDOR TOTAL            | 190.00    |        |            |     |   |   |   |    |   |                  |                |
| GRAINGER INC             |       |          |      | 000786                  |           |        |            |     |   |   |   |    |   |                  |                |
|                          | 68512 | 06/13/23 |      | HVAC FILTERS            | 481.45    |        | 9716323739 |     | D | - |   |    |   | MTCE. OF EQUIPME | 651.48484.0224 |
|                          | 68512 | 06/13/23 |      | PLANT SUPPLIES          | 116.74    |        | 9716731204 |     | D | - |   |    |   | GENERAL SUPPLIES | 651.48484.0229 |
|                          |       |          |      |                         | 598.19    | *CHECK | TOTAL      |     |   |   |   |    |   |                  |                |
|                          |       |          |      | VENDOR TOTAL            | 598.19    |        |            |     |   |   |   |    |   |                  |                |
| HACH COMPANY             |       |          |      | 000316                  |           |        |            |     |   |   |   |    |   |                  |                |
|                          | 68513 | 06/13/23 |      | DITCH D.O CONTROLLER    | 12,529.60 |        | 13596781   |     | D | - |   |    |   | MTCE. OF EQUIPME | 651.48484.0224 |
| HAUG IMPLEMENT CO - JOHN |       |          |      | 000324                  |           |        |            |     |   |   |   |    |   |                  |                |
|                          | 68514 | 06/13/23 |      | #112619 FUEL RAIL PRESS | 651.37    |        | 454691     |     | D | - |   |    |   | INVENTORIES-MDSE | 101.125000     |
|                          | 68514 | 06/13/23 |      | #112619 HYD HOSE        | 334.83    |        | 455706     |     | D | - |   |    |   | INVENTORIES-MDSE | 101.125000     |
|                          |       |          |      |                         | 986.20    | *CHECK | TOTAL      |     |   |   |   |    |   |                  |                |
|                          |       |          |      | VENDOR TOTAL            | 986.20    |        |            |     |   |   |   |    |   |                  |                |



Vendor Payment History Report  
INCLUDES ONLY POSTED TRANS

| VENDOR NAME AND NUMBER   |       | CHECK#   | DATE    | DESCRIPTION             | AMOUNT    | CLAIM  | INVOICE      | PO# | F | S | 9 | BX | M | ACCOUNT NAME     | ACCOUNT        |
|--------------------------|-------|----------|---------|-------------------------|-----------|--------|--------------|-----|---|---|---|----|---|------------------|----------------|
| HAUG-KUBOTA LLC          |       |          |         | 002609                  |           |        |              |     |   |   |   |    |   |                  |                |
|                          | 68515 | 06/13/23 | #151344 | BALL BEARING            | 6.27      |        | 21830        |     | D | - |   |    |   | INVENTORIES-MDSE | 101.125000     |
|                          | 68515 | 06/13/23 | #196189 | BOLTS/NUTS/STUDS        | 203.16    |        | 21844        |     | D | - |   |    |   | INVENTORIES-MDSE | 101.125000     |
|                          | 68515 | 06/13/23 |         | REPAIR-LAWN MOWER       | 668.79    |        | 21892        |     | D | - |   |    |   | MTCE. OF EQUIPME | 651.48484.0224 |
|                          | 68515 | 06/13/23 |         | RETURN-WHEEL FRONT ASSM | 521.37CR  |        | 21894        |     | D | - |   |    |   | MTCE. OF EQUIPME | 651.48484.0224 |
|                          | 68515 | 06/13/23 | #112619 | FLANGE NUT              | 4.18      |        | 21943        |     | D | - |   |    |   | INVENTORIES-MDSE | 101.125000     |
|                          |       |          |         |                         | 361.03    | *CHECK | TOTAL        |     |   |   |   |    |   |                  |                |
|                          |       |          |         | VENDOR TOTAL            | 361.03    |        |              |     |   |   |   |    |   |                  |                |
| HAWKINS INC              |       |          |         | 000325                  |           |        |              |     |   |   |   |    |   |                  |                |
|                          | 68516 | 06/13/23 |         | FERRIC CHLORIDE         | 12,130.97 |        | 6479536      |     | D | - |   |    |   | GENERAL SUPPLIES | 651.48484.0229 |
| HECK/ALEX                |       |          |         | 003444                  |           |        |              |     |   |   |   |    |   |                  |                |
|                          | 68517 | 06/13/23 |         | FTO SCHOOL              | 289.00    |        | 060223       |     | D | - |   |    |   | TRAVEL-CONF.-SCH | 101.42411.0333 |
| HERITAGE EXTERIORS       |       |          |         | .03281                  |           |        |              |     |   |   |   |    |   |                  |                |
|                          | 68518 | 06/13/23 |         | DOUBLE PYMT ROOF PERM   | 31.53     |        | 053123       |     | D | - |   |    |   | REFUNDS AND REIM | 101.41428.0882 |
| HISKEN/SCOTT             |       |          |         | .03279                  |           |        |              |     |   |   |   |    |   |                  |                |
|                          | 68519 | 06/13/23 |         | DAMAGE DEPOSIT REFUND   | 100.00    |        | 052423       |     | D | - |   |    |   | REFUNDS AND REIM | 101.41428.0882 |
| HYDRITE CHEMICAL CO      |       |          |         | 002837                  |           |        |              |     |   |   |   |    |   |                  |                |
|                          | 68520 | 06/13/23 |         | ANTIFOAM                | 2,835.00  |        | 02677067     |     | D | - |   |    |   | GENERAL SUPPLIES | 651.48484.0229 |
| IDEAL SERVICE INC        |       |          |         | 003396                  |           |        |              |     |   |   |   |    |   |                  |                |
|                          | 68521 | 06/13/23 |         | REPAIR TO VFD'S         | 495.00    |        | 12325        |     | D | - |   |    |   | MTCE. OF EQUIPME | 651.48484.0334 |
| IN CONTROL INC           |       |          |         | 002486                  |           |        |              |     |   |   |   |    |   |                  |                |
|                          | 68522 | 06/13/23 |         | WIN911 REPIAR           | 1,911.91  |        | S-INV00642   |     | D | - |   |    |   | OTHER SERVICES   | 651.48484.0339 |
|                          | 68522 | 06/13/23 |         | PLC REPAIR-PARTS        | 1,764.72  |        | S-INV00644   |     | D | - |   |    |   | MTCE. OF EQUIPME | 651.48484.0224 |
|                          | 68522 | 06/13/23 |         | PLC REPAIR-LABOR        | 498.76    |        | S-INV00644   |     | D | - |   |    |   | MTCE. OF EQUIPME | 651.48484.0334 |
|                          |       |          |         |                         | 4,175.39  | *CHECK | TOTAL        |     |   |   |   |    |   |                  |                |
|                          |       |          |         | VENDOR TOTAL            | 4,175.39  |        |              |     |   |   |   |    |   |                  |                |
| INNOVATIVE OFFICE SOLUTI |       |          |         | 003023                  |           |        |              |     |   |   |   |    |   |                  |                |
|                          | 68523 | 06/13/23 |         | ADMIN WRIST BANDS-DOAC  | 94.80     |        | IN4202196    |     | D | - |   |    |   | GENERAL SUPPLIES | 101.45437.0229 |
|                          | 68523 | 06/13/23 |         | OFFICE SUPPLIES         | 87.19     |        | IN4208502    |     | D | - |   |    |   | OFFICE SUPPLIES  | 101.42411.0220 |
|                          | 68523 | 06/13/23 |         | OFFICE SUPPLIES         | 54.87     |        | IN4216617    |     | D | - |   |    |   | OFFICE SUPPLIES  | 101.41410.0220 |
|                          | 68523 | 06/13/23 |         | OFFICE SUPPLIES         | 108.61    |        | IN4217955    |     | D | - |   |    |   | OFFICE SUPPLIES  | 101.41405.0220 |
|                          |       |          |         |                         | 345.47    | *CHECK | TOTAL        |     |   |   |   |    |   |                  |                |
|                          |       |          |         | VENDOR TOTAL            | 345.47    |        |              |     |   |   |   |    |   |                  |                |
| JOHANNECK WTR CONDITIONI |       |          |         | 003355                  |           |        |              |     |   |   |   |    |   |                  |                |
|                          | 68524 | 06/13/23 |         | COOLER RENTAL           | 46.00     |        | ER1801-3-065 |     | D | - |   |    |   | RENTS            | 101.41408.0440 |
|                          | 68524 | 06/13/23 |         | SOFTENER SALT           | 23.90     |        | 107408       |     | D | - |   |    |   | GENERAL SUPPLIES | 101.43425.0229 |
|                          |       |          |         |                         | 69.90     | *CHECK | TOTAL        |     |   |   |   |    |   |                  |                |
|                          |       |          |         | VENDOR TOTAL            | 69.90     |        |              |     |   |   |   |    |   |                  |                |

Vendor Payment History Report  
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| VENDOR NAME AND NUMBER   | CHECK#   | DATE                     | DESCRIPTION | AMOUNT | CLAIM | INVOICE      | PO# | F | S | 9  | BX | M | ACCOUNT NAME     | ACCOUNT        |
|--------------------------|----------|--------------------------|-------------|--------|-------|--------------|-----|---|---|----|----|---|------------------|----------------|
| JOHNSON CNTRLS FIRE PROT | 003404   |                          |             |        |       |              |     |   |   |    |    |   |                  |                |
| 68525                    | 06/13/23 | FIRE PROTECTION          | 5,150.20    |        |       | 23568520     |     | D | - |    |    |   | OTHER SERVICES   | 651.48484.0339 |
| JUVEN/JOSHUA             | 003548   |                          |             |        |       |              |     |   |   |    |    |   |                  |                |
| 68526                    | 06/13/23 | SAFETY BOOTS             | 141.95      |        |       | 060123       |     | D | - |    |    |   | SUBSISTENCE OF P | 101.43425.0227 |
| KRISS PREMIUM PRODUCTS I | 002122   |                          |             |        |       |              |     |   |   |    |    |   |                  |                |
| 68527                    | 06/13/23 | COOLING TOWER TREATMEN   | 2,076.44    |        |       | 183523       |     | D | - |    |    |   | GENERAL SUPPLIES | 101.45433.0229 |
| LAWSON PRODUCTS INC      | 000407   |                          |             |        |       |              |     |   |   |    |    |   |                  |                |
| 68528                    | 06/13/23 | CARBON STEEP TAP PIPE    | 34.02       |        |       | 9310633716   |     | D | - |    |    |   | SMALL TOOLS      | 651.48484.0221 |
| LEAGUE OF MN CITIES      | 000412   |                          |             |        |       |              |     |   |   |    |    |   |                  |                |
| 68529                    | 06/13/23 | 2023 INTRO TO RACE EVNT  | 30.00       |        |       | 382486       |     | D | - |    |    |   | TRAVEL-CONF.-SCH | 101.41418.0333 |
| LION GROUP INC           | 003353   |                          |             |        |       |              |     |   |   |    |    |   |                  |                |
| 68530                    | 06/13/23 | GEAR WASHING DETERGENT   | 249.90      |        |       | 300020928    |     | D | - |    |    |   | OFFICE SUPPLIES  | 101.42412.0220 |
| LOFFLER COMPANIES        | 002593   |                          |             |        |       |              |     |   |   |    |    |   |                  |                |
| 68531                    | 06/13/23 | CONTRACT USAGE-MAY       | 200.10      |        |       | 4379386      |     | D | - |    |    |   | MTCE. OF EQUIPME | 101.41405.0334 |
| LUDI/LEONARD             | 003855   |                          |             |        |       |              |     |   |   |    |    |   |                  |                |
| 68457                    | 06/12/23 | TRAVEL REIM-INTERVIEWEE  | 600.00      |        |       | 06122023     |     | D | N | 01 |    |   | TRAVEL-CONF.-SCH | 101.43425.0333 |
| M.D. GRAPHICS            | 003263   |                          |             |        |       |              |     |   |   |    |    |   |                  |                |
| 68532                    | 06/13/23 | GRAPHICS-GARAGE DOORS-P  | 230.00      |        |       | 762          |     | D | - |    |    |   | MTCE. OF STRUCTU | 101.42412.0225 |
| 68532                    | 06/13/23 | GRAPHICS-GARAGE DOORS-L  | 64.00       |        |       | 762          |     | D | - |    |    |   | MTCE. OF STRUCTU | 101.42412.0335 |
|                          |          |                          | 294.00      |        |       |              |     |   |   |    |    |   |                  |                |
|                          |          | VENDOR TOTAL             | 294.00      |        |       | *CHECK TOTAL |     |   |   |    |    |   |                  |                |
| MACQUEEN EQUIPMENT INC   | 000427   |                          |             |        |       |              |     |   |   |    |    |   |                  |                |
| 68533                    | 06/13/23 | FIRE GEAR REPAIR-LABOR   | 48.00       |        |       | P15974       |     | D | - |    |    |   | SUBSISTENCE OF P | 101.42412.0337 |
| 68533                    | 06/13/23 | #201663 SWEEPER PARTS    | 106.86      |        |       | P50193       |     | D | - |    |    |   | INVENTORIES-MDSE | 101.125000     |
| 68533                    | 06/13/23 | #130012 SWEEPER SEALS    | 300.37      |        |       | P50194       |     | D | - |    |    |   | INVENTORIES-MDSE | 101.125000     |
| 68533                    | 06/13/23 | #201663 HYD CYLINDER SPR | 684.12      |        |       | P50230       |     | D | - |    |    |   | INVENTORIES-MDSE | 101.125000     |
| 68533                    | 06/13/23 | #130012 SWEEPER PARTS    | 132.90      |        |       | P50231       |     | D | - |    |    |   | INVENTORIES-MDSE | 101.125000     |
|                          |          |                          | 1,272.25    |        |       |              |     |   |   |    |    |   |                  |                |
|                          |          | VENDOR TOTAL             | 1,272.25    |        |       | *CHECK TOTAL |     |   |   |    |    |   |                  |                |
| MARCO TECHNOLOGIES LLC   | 001838   |                          |             |        |       |              |     |   |   |    |    |   |                  |                |
| 68534                    | 06/13/23 | 500-0565502-000-JUNE     | 165.19      |        |       | 502055882    |     | D | - |    |    |   | RENTS            | 101.45432.0440 |
| 68534                    | 06/13/23 | 500-0611665-000-JUNE     | 155.56      |        |       | 502658123    |     | D | - |    |    |   | SUBSCRIPTIONS AN | 101.41409.0443 |
| 68534                    | 06/13/23 | 500-0623211-000-JUNE     | 195.72      |        |       | 502658339    |     | D | - |    |    |   | SUBSCRIPTIONS AN | 101.41409.0443 |
|                          |          |                          | 516.47      |        |       |              |     |   |   |    |    |   |                  |                |
|                          |          | VENDOR TOTAL             | 516.47      |        |       | *CHECK TOTAL |     |   |   |    |    |   |                  |                |
| MCMMASTER-CARR SUPPLY CO | 000446   |                          |             |        |       |              |     |   |   |    |    |   |                  |                |
| 68535                    | 06/13/23 | BLEACH TANK FITTING      | 935.08      |        |       | 98165148     |     | D | - |    |    |   | GENERAL SUPPLIES | 651.48484.0229 |

Vendor Payment History Report  
INCLUDES ONLY POSTED TRANS

| VENDOR NAME AND NUMBER          |  | CHECK# | DATE     | DESCRIPTION              | AMOUNT    | CLAIM | INVOICE      | PO# | F | S | 9  | BX | M | ACCOUNT NAME     | ACCOUNT        |
|---------------------------------|--|--------|----------|--------------------------|-----------|-------|--------------|-----|---|---|----|----|---|------------------|----------------|
| MENARDS 000449                  |  |        |          |                          |           |       |              |     |   |   |    |    |   |                  |                |
|                                 |  | 68536  | 06/13/23 | CABLE TIE MNT            | 29.97     |       | 57960        |     | D | - |    |    |   | MTCE. OF STRUCTU | 101.45432.0225 |
|                                 |  | 68536  | 06/13/23 | FRAME/PAINT SUPPLIES     | 14.95     |       | 57960        |     | D | - |    |    |   | GENERAL SUPPLIES | 101.45433.0229 |
|                                 |  | 68536  | 06/13/23 | WASHERS/BOLTS/NUTS       | 32.67     |       | 58102        |     | D | - |    |    |   | SMALL TOOLS      | 101.45433.0221 |
|                                 |  | 68536  | 06/13/23 | BATTERIES                | 59.97     |       | 58102        |     | D | - |    |    |   | GENERAL SUPPLIES | 101.45433.0229 |
|                                 |  | 68536  | 06/13/23 | MOUNTS-FOUL POLES        | 51.96     |       | 58311        |     | D | - |    |    |   | MTCE. OF STRUCTU | 101.45432.0225 |
|                                 |  | 68536  | 06/13/23 | POOL PARTS               | 101.72    |       | 58312        |     | D | - |    |    |   | MTCE. OF EQUIPME | 101.45437.0224 |
|                                 |  | 68536  | 06/13/23 | BLEACH                   | 31.36     |       | 58342        |     | D | - |    |    |   | GENERAL SUPPLIES | 651.48484.0229 |
|                                 |  | 68536  | 06/13/23 | SHOWER HEAD              | 64.97     |       | 58389        |     | D | - |    |    |   | MTCE. OF STRUCTU | 101.45437.0225 |
|                                 |  | 68536  | 06/13/23 | KEYPAD                   | 35.99     |       | 58390        |     | D | - |    |    |   | SMALL TOOLS      | 101.45433.0221 |
|                                 |  | 68536  | 06/13/23 | SUPPLIES-PW OPEN HOUSE   | 36.73     |       | 58477        |     | D | - |    |    |   | GENERAL SUPPLIES | 101.43425.0229 |
|                                 |  | 68536  | 06/13/23 | FLOOR SQUEEGEE           | 49.98     |       | 58488        |     | D | - |    |    |   | SMALL TOOLS      | 101.43425.0221 |
|                                 |  | 68536  | 06/13/23 | SIMPLE GREEN CLEANER     | 49.95     |       | 58488        |     | D | - |    |    |   | CLEANING AND WAS | 101.43425.0228 |
|                                 |  | 68536  | 06/13/23 | LAP SUPPLIES             | 30.88     |       | 58568        |     | D | - |    |    |   | GENERAL SUPPLIES | 651.48484.0229 |
|                                 |  | 68536  | 06/13/23 | PLUMBING SUPPLIES-N.SWAN | 40.14     |       | 58577        |     | D | - |    |    |   | MTCE. OF STRUCTU | 101.43425.0225 |
|                                 |  | 68536  | 06/13/23 | SOCKET                   | 8.98      |       | 58712        |     | D | - |    |    |   | SMALL TOOLS      | 101.43425.0221 |
|                                 |  | 68536  | 06/13/23 | DOAC SUPPLIES            | 278.24    |       | 58819        |     | D | - |    |    |   | GENERAL SUPPLIES | 101.45437.0229 |
|                                 |  | 68536  | 06/13/23 | PLUMBING FITTINGS        | 73.25     |       | 58928        |     | D | - |    |    |   | GENERAL SUPPLIES | 101.43425.0229 |
|                                 |  | 68536  | 06/13/23 | MULCH&WEED KILLER        | 58.50     |       | 59300        |     | D | - |    |    |   | GENERAL SUPPLIES | 101.42412.0229 |
|                                 |  | 68536  | 06/13/23 | FIRE HYDRANT PAINT       | 234.85    |       | 59645        |     | D | - |    |    |   | MTCE. OF OTHER I | 101.42412.0226 |
|                                 |  | 68536  | 06/13/23 | VALVE/FITTING-SPRAYER    | 31.97     |       | 59669        |     | D | - |    |    |   | GENERAL SUPPLIES | 101.43425.0229 |
|                                 |  |        |          |                          | 1,317.03  |       |              |     |   |   |    |    |   |                  |                |
|                                 |  |        |          | VENDOR TOTAL             | 1,317.03  |       |              |     |   |   |    |    |   |                  |                |
|                                 |  |        |          |                          |           |       | *CHECK TOTAL |     |   |   |    |    |   |                  |                |
| MIKE'S SMALL ENGINE CENT 002699 |  |        |          |                          |           |       |              |     |   |   |    |    |   |                  |                |
|                                 |  | 68537  | 06/13/23 | BATTERY CHARGER          | 109.99    |       | 26116        |     | D | - |    |    |   | SMALL TOOLS      | 101.43425.0221 |
| MINI BIFF LLC 001805            |  |        |          |                          |           |       |              |     |   |   |    |    |   |                  |                |
|                                 |  | 68538  | 06/13/23 | TOILET RENTAL            | 107.10    |       | A-14021      |     | D | M | 01 |    |   | RENTS            | 101.43425.0440 |
|                                 |  | 68538  | 06/13/23 | TOILET RENTAL            | 107.10    |       | A-140358     |     | D | M | 01 |    |   | RENTS            | 101.43425.0440 |
|                                 |  | 68538  | 06/13/23 | TOILET RENTAL            | 107.10    |       | A-140362     |     | D | M | 01 |    |   | RENTS            | 101.43425.0440 |
|                                 |  | 68538  | 06/13/23 | TOILET RENTAL            | 107.10    |       | A-140364     |     | D | M | 01 |    |   | RENTS            | 101.43425.0440 |
|                                 |  | 68538  | 06/13/23 | TOILET RENTAL            | 107.10    |       | A-140375     |     | D | M | 01 |    |   | RENTS            | 101.43425.0440 |
|                                 |  | 68538  | 06/13/23 | TOILET RENTAL            | 107.10    |       | A-140377     |     | D | M | 01 |    |   | RENTS            | 101.43425.0440 |
|                                 |  | 68538  | 06/13/23 | TOILET RENTAL            | 107.10    |       | A-140595     |     | D | M | 01 |    |   | RENTS            | 101.43425.0440 |
|                                 |  |        |          |                          | 749.70    |       |              |     |   |   |    |    |   |                  |                |
|                                 |  |        |          | VENDOR TOTAL             | 749.70    |       |              |     |   |   |    |    |   |                  |                |
|                                 |  |        |          |                          |           |       | *CHECK TOTAL |     |   |   |    |    |   |                  |                |
| MINN WEST TECHNOLOGY CAM 002565 |  |        |          |                          |           |       |              |     |   |   |    |    |   |                  |                |
|                                 |  | 68539  | 06/13/23 | 1ST 1/2 TAX ABATEMENT    | 20,800.00 |       | FT002160     |     | D | - |    |    |   | REFUNDS AND REIM | 101.41428.0882 |
| MOTOR SPORTS OF WILLMAR 000873  |  |        |          |                          |           |       |              |     |   |   |    |    |   |                  |                |
|                                 |  | 68540  | 06/13/23 | OIL CHANGE KIT           | 55.96     |       | 2306562      |     | D | - |    |    |   | MOTOR FUELS AND  | 651.48484.0222 |
| MTI DISTRIBUTING CO 000539      |  |        |          |                          |           |       |              |     |   |   |    |    |   |                  |                |
|                                 |  | 68541  | 06/13/23 | SPRINKLER REPAIR-N.SWAN  | 698.88    |       | 1385867-00   |     | D | - |    |    |   | MTCE. OF OTHER I | 101.43425.0226 |
|                                 |  | 68541  | 06/13/23 | SPRINKLER REPAIR-N.SWAN  | 256.15    |       | 1385899-00   |     | D | - |    |    |   | MTCE. OF OTHER I | 101.43425.0226 |
|                                 |  |        |          |                          | 955.03    |       |              |     |   |   |    |    |   |                  |                |
|                                 |  |        |          | VENDOR TOTAL             | 955.03    |       |              |     |   |   |    |    |   |                  |                |
|                                 |  |        |          |                          |           |       | *CHECK TOTAL |     |   |   |    |    |   |                  |                |

Vendor Payment History Report  
INCLUDES ONLY POSTED TRANS

| VENDOR NAME AND NUMBER |       | CHECK#   | DATE                    | DESCRIPTION | AMOUNT    | CLAIM  | INVOICE        | PO# | F | S | 9 | BX | M | ACCOUNT NAME     | ACCOUNT        |
|------------------------|-------|----------|-------------------------|-------------|-----------|--------|----------------|-----|---|---|---|----|---|------------------|----------------|
| MUNICIPAL UTILITIES    |       |          |                         | 000541      |           |        |                |     |   |   |   |    |   |                  |                |
|                        | 68542 | 06/13/23 | UTILITIES FOR MAY       |             | 2,772.35  |        | STMT/05-23     |     | D | - |   |    |   | UTILITIES        | 101.41408.0332 |
|                        | 68542 | 06/13/23 | UTILITIES FOR MAY       |             | 5,215.52  |        | STMT/05-23     |     | D | - |   |    |   | UTILITIES        | 101.43425.0332 |
|                        | 68542 | 06/13/23 | UTILITIES FOR MAY       |             | 263.57    |        | STMT/05-23     |     | D | - |   |    |   | UTILITIES        | 101.45001.0332 |
|                        | 68542 | 06/13/23 | UTILITIES FOR MAY       |             | 929.81    |        | STMT/05-23     |     | D | - |   |    |   | UTILITIES        | 101.45432.0332 |
|                        | 68542 | 06/13/23 | UTILITIES FOR MAY       |             | 18,942.15 |        | STMT/05-23     |     | D | - |   |    |   | UTILITIES        | 101.45433.0332 |
|                        | 68542 | 06/13/23 | UTILITIES FOR MAY       |             | 1,402.54  |        | STMT/05-23     |     | D | - |   |    |   | UTILITIES        | 101.45435.0332 |
|                        | 68542 | 06/13/23 | UTILITIES FOR MAY       |             | 1,687.93  |        | STMT/05-23     |     | D | - |   |    |   | UTILITIES        | 101.45437.0332 |
|                        | 68542 | 06/13/23 | UTILITIES FOR MAY       |             | 2,480.65  |        | STMT/05-23     |     | D | - |   |    |   | UTILITIES        | 101.45437.0332 |
|                        | 68542 | 06/13/23 | UTILITIES FOR MAY       |             | 17.01     |        | STMT/05-23     |     | D | - |   |    |   | UTILITIES        | 230.43430.0332 |
|                        | 68542 | 06/13/23 | UTILITIES FOR MAY       |             | 824.11    |        | STMT/05-23     |     | D | - |   |    |   | UTILITIES        | 651.48484.0332 |
|                        | 68542 | 06/13/23 | UTILITIES FOR MAY       |             | 5,382.37  |        | STMT/05-23     |     | D | - |   |    |   | UTILITIES        | 651.48485.0332 |
|                        |       |          |                         |             | 39,918.01 | *CHECK | TOTAL          |     |   |   |   |    |   |                  |                |
|                        |       |          | VENDOR TOTAL            |             | 39,918.01 |        |                |     |   |   |   |    |   |                  |                |
| MUNICIPAL UTILITIES    |       |          |                         | 002393      |           |        |                |     |   |   |   |    |   |                  |                |
|                        | 68543 | 06/13/23 | FIRE HYDRANT RPL&INSTA  |             | 1,243.75  |        | 2268           |     | D | - |   |    |   | MTCE. OF OTHER I | 101.43425.0226 |
|                        | 68543 | 06/13/23 | OUTSIDE WATER SERVICE   |             | 3,570.00  |        | 2268           |     | D | - |   |    |   | MTCE. OF OTHER I | 101.43425.0336 |
|                        | 68543 | 06/13/23 | POLE HIT-GRAVE AVE/10TH |             | 615.57    |        | 2269           |     | D | - |   |    |   | MTCE. OF OTHER I | 101.43425.0226 |
|                        | 68543 | 06/13/23 | POLE HIT-GRAVE AVE/10TH |             | 325.00    |        | 2269           |     | D | - |   |    |   | MTCE. OF OTHER I | 101.43425.0336 |
|                        |       |          |                         |             | 5,754.32  | *CHECK | TOTAL          |     |   |   |   |    |   |                  |                |
|                        |       |          | VENDOR TOTAL            |             | 5,754.32  |        |                |     |   |   |   |    |   |                  |                |
| MUSE/AMAL              |       |          |                         | 003715      |           |        |                |     |   |   |   |    |   |                  |                |
|                        | 68544 | 06/13/23 | INTERPRETED 05/26/23    |             | 65.00     |        | 060223         |     | D | - |   |    |   | PROFESSIONAL SER | 101.42411.0446 |
|                        | 68544 | 06/13/23 | INTERPRETED 05/24/23    |             | 65.00     |        | 060223         |     | D | - |   |    |   | PROFESSIONAL SER | 101.42411.0446 |
|                        | 68544 | 06/13/23 | INTERPRETED 05/25/23    |             | 65.00     |        | 060223         |     | D | - |   |    |   | PROFESSIONAL SER | 101.42411.0446 |
|                        |       |          |                         |             | 195.00    | *CHECK | TOTAL          |     |   |   |   |    |   |                  |                |
|                        |       |          | VENDOR TOTAL            |             | 195.00    |        |                |     |   |   |   |    |   |                  |                |
| MVTL LABORATORIES INC  |       |          |                         | 000544      |           |        |                |     |   |   |   |    |   |                  |                |
|                        | 68545 | 06/13/23 | LAB TESTING             |             | 58.30     |        | 1198973        |     | D | - |   |    |   | PROFESSIONAL SER | 651.48484.0446 |
|                        | 68545 | 06/13/23 | LAP TESTING             |             | 359.15    |        | 1199663        |     | D | - |   |    |   | PROFESSIONAL SER | 651.48484.0446 |
|                        | 68545 | 06/13/23 | LAB TESTING             |             | 268.40    |        | 1200607        |     | D | - |   |    |   | PROFESSIONAL SER | 651.48484.0446 |
|                        |       |          |                         |             | 685.85    | *CHECK | TOTAL          |     |   |   |   |    |   |                  |                |
|                        |       |          | VENDOR TOTAL            |             | 685.85    |        |                |     |   |   |   |    |   |                  |                |
| MVTV WIRELESS          |       |          |                         | 003372      |           |        |                |     |   |   |   |    |   |                  |                |
|                        | 68546 | 06/13/23 | AIRPORT INTERNET-JUNE   |             | 162.95    |        | 11699-20230601 |     | D | - |   |    |   | COMMUNICATIONS   | 101.41409.0330 |
| NAPA CENTRAL MN        |       |          |                         | 000249      |           |        |                |     |   |   |   |    |   |                  |                |
|                        | 68547 | 06/13/23 | SQAUD RADAR ADHESIVE    |             | 10.92     |        | 905053         |     | D | - |   |    |   | GENERAL SUPPLIES | 101.42411.0229 |
| NCL OF WISCONSIN INC   |       |          |                         | 001627      |           |        |                |     |   |   |   |    |   |                  |                |
|                        | 68548 | 06/13/23 | LAP SUPPLIES            |             | 542.94    |        | 487770         |     | D | - |   |    |   | GENERAL SUPPLIES | 651.48484.0229 |
| NCPERS GROUP LIFE INS. |       |          |                         | 003799      |           |        |                |     |   |   |   |    |   |                  |                |
|                        | 68455 | 05/31/23 | LIFE INSURANCE-JUN      |             | 96.00     |        | 6-2023         |     | D | - |   |    |   | INS. PASS THROUG | 101.41428.0819 |

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| VENDOR NAME AND NUMBER          | CHECK# | DATE     | DESCRIPTION              | AMOUNT   | CLAIM | INVOICE       | PO# | F | S | 9 | BX | M | ACCOUNT NAME     | ACCOUNT        |
|---------------------------------|--------|----------|--------------------------|----------|-------|---------------|-----|---|---|---|----|---|------------------|----------------|
| NELSON *PETTY CASH/ANITA 003849 | 68549  | 06/13/23 | DOAC START UP CASH       | 500.00   |       | 053123        |     | D | - |   |    |   | PETTY CASH       | 101.102000     |
| NELSON INTERNATIONAL 000568     | 68550  | 06/13/23 | REPAIR-SEMI              | 82.63    |       | X101113993:01 |     | D | - |   |    |   | MTCE. OF EQUIPME | 651.48486.0224 |
| NEO ELECTRICAL SOLUTIONS 003690 | 68551  | 06/13/23 | MALSR INSPECTION         | 2,625.73 |       | 4766          |     | D | - |   |    |   | MTCE. OF OTHER I | 230.43430.0336 |
| NORTHERN STATES SUPPLY 000585   | 68552  | 06/13/23 | SCREWS                   | 20.42    |       | 10-610058     |     | D | - |   |    |   | MTCE. OF EQUIPME | 101.43425.0224 |
|                                 | 68552  | 06/13/23 | BOLTS                    | 16.46    |       | 10-611445     |     | D | - |   |    |   | MTCE. OF EQUIPME | 101.43425.0224 |
|                                 | 68552  | 06/13/23 | PLIERS                   | 40.17    |       | 10-611471     |     | D | - |   |    |   | OFFICE SUPPLIES  | 101.45433.0220 |
|                                 | 68552  | 06/13/23 | CAP                      | 8.90     |       | 10-611471     |     | D | - |   |    |   | MTCE. OF STRUCTU | 101.45433.0225 |
|                                 | 68552  | 06/13/23 | DRILL BITS/MARKERS       | 25.22    |       | 10-611541     |     | D | - |   |    |   | SMALL TOOLS      | 101.43425.0221 |
|                                 | 68552  | 06/13/23 | TRIMMER                  | 177.11   |       | 10-611597     |     | D | - |   |    |   | SMALL TOOLS      | 651.48484.0221 |
|                                 | 68552  | 06/13/23 | NUTS/BOLTS               | 43.07    |       | 10-611671     |     | D | - |   |    |   | MTCE. OF EQUIPME | 101.45437.0224 |
|                                 | 68552  | 06/13/23 | PLIER                    | 10.00    |       | 10-611703     |     | D | - |   |    |   | SMALL TOOLS      | 101.43425.0221 |
|                                 | 68552  | 06/13/23 | ELECTRIC LEAF BLOWER     | 168.51   |       | 10-611731     |     | D | - |   |    |   | SMALL TOOLS      | 101.43425.0221 |
|                                 | 68552  | 06/13/23 | SHARPIE MARKERS          | 4.54     |       | 10-611757     |     | D | - |   |    |   | OFFICE SUPPLIES  | 101.43425.0220 |
|                                 | 68552  | 06/13/23 | HARD HAT                 | 14.75    |       | 10-611757     |     | D | - |   |    |   | SUBSISTENCE OF P | 101.43425.0227 |
|                                 | 68552  | 06/13/23 | BUTS&BOLTS               | 182.39   |       | 1683970       |     | D | - |   |    |   | MTCE. OF EQUIPME | 101.43425.0224 |
|                                 | 68552  | 06/13/23 | BUTS&BOLTS               | 15.17    |       | 1683971       |     | D | - |   |    |   | MTCE. OF EQUIPME | 101.43425.0224 |
|                                 | 68552  | 06/13/23 | FIRST AID KITS           | 87.50    |       | 1683971       |     | D | - |   |    |   | SUBSISTENCE OF P | 101.43425.0227 |
|                                 | 68552  | 06/13/23 | BOLTS                    | 40.75    |       | 1683972       |     | D | - |   |    |   | MTCE. OF EQUIPME | 101.43425.0224 |
|                                 | 68552  | 06/13/23 | NUTS&BOLTS               | 62.75    |       | 1683973       |     | D | - |   |    |   | MTCE. OF EQUIPME | 101.43425.0224 |
|                                 | 68552  | 06/13/23 | LOCKS-O.D WARNING SIRENS | 81.60    |       | 1686994       |     | D | - |   |    |   | SAFETY PROGRAM   | 101.42428.0817 |
|                                 |        |          |                          | 999.31   |       | *CHECK TOTAL  |     |   |   |   |    |   |                  |                |
|                                 |        |          | VENDOR TOTAL             | 999.31   |       |               |     |   |   |   |    |   |                  |                |
| O'DAY EQUIPMENT LLC 003593      | 68553  | 06/13/23 | FUEL SYSTEM REPAIR       | 286.65   |       | SRVCE0113472  |     | D | - |   |    |   | MTCE. OF OTHER I | 101.43425.0336 |
| O'REILLY AUTOMOTIVE INC 000650  | 68554  | 06/13/23 | #186897 THERMOSTAT       | 37.83    |       | 1528-470862   |     | D | - |   |    |   | INVENTORIES-MDSE | 101.125000     |
|                                 | 68554  | 06/13/23 | CAR CLEANING SUPPLIES    | 63.45    |       | 1528-472289   |     | D | - |   |    |   | GENERAL SUPPLIES | 101.42411.0229 |
|                                 |        |          |                          | 101.28   |       | *CHECK TOTAL  |     |   |   |   |    |   |                  |                |
|                                 |        |          | VENDOR TOTAL             | 101.28   |       |               |     |   |   |   |    |   |                  |                |
| OASIS AERO INC 003286           | 68555  | 06/13/23 | AIRPORT MGMT CNTRACT-M   | 4,000.00 |       | 5233          |     | D | - |   |    |   | PROFESSIONAL SER | 230.43430.0446 |
|                                 | 68555  | 06/13/23 | AIRPORT MGMT CNTRACT-A   | 4,000.00 |       | 5282          |     | D | - |   |    |   | PROFESSIONAL SER | 230.43430.0446 |
|                                 |        |          |                          | 8,000.00 |       | *CHECK TOTAL  |     |   |   |   |    |   |                  |                |
|                                 |        |          | VENDOR TOTAL             | 8,000.00 |       |               |     |   |   |   |    |   |                  |                |
| PAT'S GRAPHICS 002543           | 68556  | 06/13/23 | CITY AUCTION SIGNS       | 94.99    |       | 13819         |     | D | - |   |    |   | OTHER SERVICES   | 101.41428.0339 |

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| VENDOR NAME AND NUMBER   |       | CHECK#   | DATE                     | DESCRIPTION  | AMOUNT     | CLAIM  | INVOICE     | PO# | F | S | 9 | BX | M | ACCOUNT NAME     | ACCOUNT        |
|--------------------------|-------|----------|--------------------------|--------------|------------|--------|-------------|-----|---|---|---|----|---|------------------|----------------|
| PERKINS LUMBER CO INC    |       |          |                          | 000604       |            |        |             |     |   |   |   |    |   |                  |                |
|                          | 68557 | 06/13/23 | WOOD-DOCKS               |              | 148.03     |        | 2305-196085 |     | D | - |   |    |   | MTCE. OF OTHER I | 101.43425.0226 |
|                          | 68557 | 06/13/23 | CONCRETE STAKES          |              | 59.98      |        | 2305-197002 |     | D | - |   |    |   | GENERAL SUPPLIES | 101.43425.0229 |
|                          | 68557 | 06/13/23 | CONCRETE-SWANNSON FIELD  |              | 80.48      |        | 2305-197519 |     | D | - |   |    |   | MTCE. OF OTHER I | 101.43425.0226 |
|                          | 68557 | 06/13/23 | CONCRETE STAKES          |              | 123.82     |        | 2305-198648 |     | D | - |   |    |   | GENERAL SUPPLIES | 101.43425.0229 |
|                          |       |          |                          |              | 412.31     | *CHECK | TOTAL       |     |   |   |   |    |   |                  |                |
|                          |       |          |                          | VENDOR TOTAL | 412.31     |        |             |     |   |   |   |    |   |                  |                |
| PIONEERLAND LIBRARY SYST |       |          |                          | 000614       |            |        |             |     |   |   |   |    |   |                  |                |
|                          | 68558 | 06/13/23 | 2ND QTR OPERATIONAL      |              | 113,706.25 |        | 060723      |     | D | - |   |    |   | OTHER CHARGES    | 101.45426.0449 |
| PREMIUM WATERS INC       |       |          |                          | 000374       |            |        |             |     |   |   |   |    |   |                  |                |
|                          | 68559 | 06/13/23 | DRINKING WATER           |              | 81.24      |        | 330537942   |     | D | - |   |    |   | GENERAL SUPPLIES | 101.45435.0229 |
| PURPOSE ARTISANS         |       |          |                          | .03250       |            |        |             |     |   |   |   |    |   |                  |                |
|                          | 68560 | 06/13/23 | DANCE SESSION/DRUM FACIL |              | 300.00     |        | 052523      |     | D | - |   |    |   | OTHER CHARGES    | 235.41402.0449 |
| RAMBOW INC               |       |          |                          | 000639       |            |        |             |     |   |   |   |    |   |                  |                |
|                          | 68561 | 06/13/23 | STAFF SHIRTS-A.NELSON    |              | 63.96      |        | 644432      |     | D | - |   |    |   | SUBSISTENCE OF P | 101.45432.0227 |
| RIDGEWATER COLLEGE       |       |          |                          | 001136       |            |        |             |     |   |   |   |    |   |                  |                |
|                          | 68562 | 06/13/23 | BAKER-CDL TRAINING       |              | 4,200.00   |        | 00243089    |     | D | - |   |    |   | TRAVEL-CONF.-SCH | 651.48486.0333 |
| ROBERT HALF              |       |          |                          | 003837       |            |        |             |     |   |   |   |    |   |                  |                |
|                          | 68563 | 06/13/23 | ACCT SERV 5/22-5/26/23   |              | 1,472.00   |        | 62058493    |     | D | - |   |    |   | PROFESSIONAL SER | 101.41405.0446 |
|                          | 68563 | 06/13/23 | ACCT SERV 5/30-6/1/23    |              | 1,104.00   |        | 62091180    |     | D | - |   |    |   | PROFESSIONAL SER | 101.41405.0446 |
|                          |       |          |                          |              | 2,576.00   | *CHECK | TOTAL       |     |   |   |   |    |   |                  |                |
|                          |       |          |                          | VENDOR TOTAL | 2,576.00   |        |             |     |   |   |   |    |   |                  |                |
| RUTER/DOUGLAS H          |       |          |                          | 002288       |            |        |             |     |   |   |   |    |   |                  |                |
|                          | 68564 | 06/13/23 | SAFETY GLASSES           |              | 400.00     |        | 060623      |     | D | - |   |    |   | SUBSISTENCE OF P | 651.48484.0227 |
| SCHAEFBAUER/JOSEPH       |       |          |                          | 003441       |            |        |             |     |   |   |   |    |   |                  |                |
|                          | 68565 | 06/13/23 | FTO TRAINING             |              | 720.68     |        | 060223      |     | D | - |   |    |   | TRAVEL-CONF.-SCH | 101.42411.0333 |
|                          | 68565 | 06/13/23 | SHIELD CLASS             |              | 185.00     |        | 060223      |     | D | - |   |    |   | TRAVEL-CONF.-SCH | 101.42411.0333 |
|                          |       |          |                          |              | 905.68     | *CHECK | TOTAL       |     |   |   |   |    |   |                  |                |
|                          |       |          |                          | VENDOR TOTAL | 905.68     |        |             |     |   |   |   |    |   |                  |                |
| SERVICE CENTER/CITY OF W |       |          |                          | 000685       |            |        |             |     |   |   |   |    |   |                  |                |
|                          | 68566 | 06/13/23 | EQUIPMENT REPAIR PARTS   |              | 674.42     |        | STMT/5-23   |     | D | - |   |    |   | MTCE. OF EQUIPME | 101.42411.0224 |
|                          | 68566 | 06/13/23 | EQUIPMENT REPAIR PARTS   |              | 458.77     |        | STMT/5-23   |     | D | - |   |    |   | MTCE. OF EQUIPME | 101.42412.0224 |
|                          | 68566 | 06/13/23 | EQUIPMENT REPAIR PARTS   |              | 3,468.31   |        | STMT/5-23   |     | D | - |   |    |   | MTCE. OF EQUIPME | 101.43425.0224 |
|                          | 68566 | 06/13/23 | EQUIPMENT REPAIR PARTS   |              | 587.93     |        | STMT/5-23   |     | D | - |   |    |   | MTCE. OF EQUIPME | 101.43425.0224 |
|                          | 68566 | 06/13/23 | EQUIPMENT REPAIR PARTS   |              | 24.27      |        | STMT/5-23   |     | D | - |   |    |   | MTCE. OF EQUIPME | 101.45432.0224 |
|                          |       |          |                          |              | 5,213.70   | *CHECK | TOTAL       |     |   |   |   |    |   |                  |                |
|                          |       |          |                          | VENDOR TOTAL | 5,213.70   |        |             |     |   |   |   |    |   |                  |                |
| SHERWIN WILLIAMS CO      |       |          |                          | 000690       |            |        |             |     |   |   |   |    |   |                  |                |
|                          | 68567 | 06/13/23 | GLASS BEADS              |              | 276.21     |        | 24789       |     | D | - |   |    |   | GENERAL SUPPLIES | 101.43425.0229 |



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| VENDOR NAME AND NUMBER   |  | CHECK# | DATE     | DESCRIPTION            | AMOUNT   | CLAIM | INVOICE        | PO# | F | S | 9  | BX | M | ACCOUNT NAME     | ACCOUNT        |
|--------------------------|--|--------|----------|------------------------|----------|-------|----------------|-----|---|---|----|----|---|------------------|----------------|
| SHERWIN WILLIAMS CO      |  |        |          | 000690                 |          |       |                |     |   |   |    |    |   |                  |                |
|                          |  | 68567  | 06/13/23 | PAINT                  | 86.55    |       | 25711          |     | D | - |    |    |   | MTCE. OF STRUCTU | 101.45433.0225 |
|                          |  | 68567  | 06/13/23 | PAINT-KYLES OFFICE     | 153.74   |       | 89261          |     | D | - |    |    |   | MTCE. OF STRUCTU | 101.43425.0225 |
|                          |  | 68567  | 06/13/23 | PAINT                  | 1,754.00 |       | 89519          |     | D | - |    |    |   | GENERAL SUPPLIES | 101.43425.0229 |
|                          |  | 68567  | 06/13/23 | GLASS BEADS            | 276.21   |       | 94873          |     | D | - |    |    |   | GENERAL SUPPLIES | 101.43425.0229 |
|                          |  | 68567  | 06/13/23 | PAINT                  | 130.92   |       | 97579          |     | D | - |    |    |   | MTCE. OF STRUCTU | 101.45437.0225 |
|                          |  |        |          |                        | 2,677.63 |       |                |     |   |   |    |    |   |                  |                |
|                          |  |        |          | VENDOR TOTAL           | 2,677.63 |       | *CHECK TOTAL   |     |   |   |    |    |   |                  |                |
| SIETSEMA/SARA            |  |        |          | 003218                 |          |       |                |     |   |   |    |    |   |                  |                |
|                          |  | 68568  | 06/13/23 | MILEAGE-CMWEA MEETING  | 72.05    |       | 050623         |     | D | - |    |    |   | SUBSCRIPTIONS AN | 101.43418.0443 |
|                          |  | 68568  | 06/13/23 | MESERB CONFERENCE      | 755.58   |       | 060523         |     | D | - |    |    |   | TRAVEL-CONF.-SCH | 651.48484.0333 |
|                          |  |        |          |                        | 827.63   |       |                |     |   |   |    |    |   |                  |                |
|                          |  |        |          | VENDOR TOTAL           | 827.63   |       | *CHECK TOTAL   |     |   |   |    |    |   |                  |                |
| SILENCERCO, LLC          |  |        |          | 003842                 |          |       |                |     |   |   |    |    |   |                  |                |
|                          |  | 68569  | 06/13/23 | WPD RIFE PARTS         | 798.00   |       | INV/2023/18082 |     | D | - |    |    |   | MTCE. OF EQUIPME | 101.42411.0224 |
| SILVA/AMBER              |  |        |          | 003699                 |          |       |                |     |   |   |    |    |   |                  |                |
|                          |  | 68570  | 06/13/23 | WELLNESS PROGRAM-MAY   | 385.00   |       | 060823         |     | D | N | 01 |    |   | PROFESSIONAL SER | 101.41420.0446 |
| SIMON/CHRIS              |  |        |          | 003098                 |          |       |                |     |   |   |    |    |   |                  |                |
|                          |  | 68571  | 06/13/23 | CDL HEALTH EXAM        | 125.00   |       | 060223         |     | D | - |    |    |   | SUBSISTENCE OF P | 101.43425.0227 |
|                          |  | 68571  | 06/13/23 | CDL DRUG TEST          | 59.00    |       | 060723         |     | D | - |    |    |   | SUBSISTENCE OF P | 101.43425.0227 |
|                          |  | 68571  | 06/13/23 | MILEAGE 01/03-06/07/23 | 40.94    |       | 060923         |     | D | - |    |    |   | TRAVEL-CONF.-SCH | 101.41408.0333 |
|                          |  | 68571  | 06/13/23 | MILEAGE 01/03-06/07/23 | 40.94    |       | 060923         |     | D | - |    |    |   | TRAVEL-CONF.-SCH | 101.45427.0333 |
|                          |  |        |          |                        | 265.88   |       |                |     |   |   |    |    |   |                  |                |
|                          |  |        |          | VENDOR TOTAL           | 265.88   |       | *CHECK TOTAL   |     |   |   |    |    |   |                  |                |
| SNAP-ON TOOLS            |  |        |          | 000696                 |          |       |                |     |   |   |    |    |   |                  |                |
|                          |  | 68572  | 06/13/23 | TORX BIT&SKT DR        | 120.95   |       | 06052380100    |     | D | N | 01 |    |   | SMALL TOOLS      | 651.48484.0221 |
| STEELE/JASON             |  |        |          | 003302                 |          |       |                |     |   |   |    |    |   |                  |                |
|                          |  | 68573  | 06/13/23 | BOILERS LICENSE        | 20.00    |       | 060623         |     | D | - |    |    |   | SUBSCRIPTIONS AN | 651.48484.0443 |
| STERLING WATER-MINNESOTA |  |        |          | 000188                 |          |       |                |     |   |   |    |    |   |                  |                |
|                          |  | 68574  | 06/13/23 | SOFTENER RENTAL-JUNE   | 19.45    |       | 315X03441705   |     | D | - |    |    |   | RENTS            | 101.41408.0440 |
|                          |  | 68574  | 06/13/23 | SOFTENER SALT          | 45.00    |       | 315X03453205   |     | D | - |    |    |   | MTCE. OF OTHER I | 230.43430.0226 |
|                          |  | 68574  | 06/13/23 | SOFTENER SALT          | 77.00    |       | 315X03453304   |     | D | - |    |    |   | GENERAL SUPPLIES | 101.45437.0229 |
|                          |  |        |          |                        | 141.45   |       |                |     |   |   |    |    |   |                  |                |
|                          |  |        |          | VENDOR TOTAL           | 141.45   |       | *CHECK TOTAL   |     |   |   |    |    |   |                  |                |
| STREICHER'S              |  |        |          | 000722                 |          |       |                |     |   |   |    |    |   |                  |                |
|                          |  | 68575  | 06/13/23 | AMMUNITION             | 602.66   |       | I1632303       |     | D | - |    |    |   | GENERAL SUPPLIES | 101.42411.0229 |
|                          |  | 68575  | 06/13/23 | AMMUNITION             | 928.00   |       | I1636639       |     | D | - |    |    |   | GENERAL SUPPLIES | 101.42411.0229 |
|                          |  |        |          |                        | 1,530.66 |       |                |     |   |   |    |    |   |                  |                |
|                          |  |        |          | VENDOR TOTAL           | 1,530.66 |       | *CHECK TOTAL   |     |   |   |    |    |   |                  |                |

Vendor Payment History Report  
INCLUDES ONLY POSTED TRANS

| VENDOR NAME AND NUMBER   |  | CHECK# | DATE     | DESCRIPTION              | AMOUNT   | CLAIM  | INVOICE    | PO# | F | S | 9  | BX | M | ACCOUNT NAME     | ACCOUNT        |
|--------------------------|--|--------|----------|--------------------------|----------|--------|------------|-----|---|---|----|----|---|------------------|----------------|
| SUMMIT FIRE PROTECTION   |  |        |          | 002555                   |          |        |            |     |   |   |    |    |   |                  |                |
|                          |  | 68576  | 06/13/23 | FIRE ALARM INSPECTION    | 457.00   |        | 150030024  |     | D | - |    |    |   | MTCE. OF EQUIPME | 101.43425.0334 |
|                          |  | 68576  | 06/13/23 | FIRE ALARM MONITORING    | 139.00   |        | 150030176  |     | D | - |    |    |   | MTCE. OF STRUCTU | 101.41408.0335 |
|                          |  |        |          |                          | 596.00   | *CHECK | TOTAL      |     |   |   |    |    |   |                  |                |
|                          |  |        |          | VENDOR TOTAL             | 596.00   |        |            |     |   |   |    |    |   |                  |                |
| SWYOER TRANSPORT LLC     |  |        |          | 003847                   |          |        |            |     |   |   |    |    |   |                  |                |
|                          |  | 68577  | 06/13/23 | HAULING STRGE CONTAINE   | 1,000.00 |        | 23006      |     | D | - |    |    |   | PROFESSIONAL SER | 101.45433.0446 |
| TORKELSON'S LOCK SERVICE |  |        |          | 002583                   |          |        |            |     |   |   |    |    |   |                  |                |
|                          |  | 68578  | 06/13/23 | KEYS FOR BATHROOM        | 42.00    |        | 7456561    |     | D | N | 01 |    |   | MTCE. OF STRUCTU | 101.43425.0335 |
|                          |  | 68578  | 06/13/23 | RICE PRK BR LOCK REPAIR  | 63.00    |        | 7456571    |     | D | - |    |    |   | MTCE. OF STRUCTU | 101.43425.0335 |
|                          |  |        |          |                          | 105.00   | *CHECK | TOTAL      |     |   |   |    |    |   |                  |                |
|                          |  |        |          | VENDOR TOTAL             | 105.00   |        |            |     |   |   |    |    |   |                  |                |
| ULINE                    |  |        |          | 002687                   |          |        |            |     |   |   |    |    |   |                  |                |
|                          |  | 68579  | 06/13/23 | WALL HANGING DROPBOX     | 77.93    |        | 163541759  |     | D | - |    |    |   | MTCE. OF STRUCTU | 101.42412.0225 |
| UNCOMMON USA INC         |  |        |          | 001286                   |          |        |            |     |   |   |    |    |   |                  |                |
|                          |  | 68580  | 06/13/23 | AMERICAN FLAGS           | 506.00   |        | 1241322-IN |     | D | - |    |    |   | GENERAL SUPPLIES | 101.43425.0229 |
| US BANK EQUIPMENT FINANC |  |        |          | 003143                   |          |        |            |     |   |   |    |    |   |                  |                |
|                          |  | 68581  | 06/13/23 | 500-0664928-000-MAY      | 751.80   |        | 502030851  |     | D | - |    |    |   | RENTS            | 101.41410.0440 |
| VAN DYKEN/JACOB          |  |        |          | 003853                   |          |        |            |     |   |   |    |    |   |                  |                |
|                          |  | 68582  | 06/13/23 | DIVE TRAINING            | 184.00   |        | 060223     |     | D | - |    |    |   | TRAVEL-CONF.-SCH | 101.42411.0333 |
| VEN OSDEL/CLAY           |  |        |          | 003848                   |          |        |            |     |   |   |    |    |   |                  |                |
|                          |  | 68583  | 06/13/23 | EASEMENT-PERMANET UTIL   | 5,000.00 |        | 052023     |     | D | - |    |    |   | OTHER CHARGES    | 405.41402.0449 |
| VIKING COCA-COLA BOTTLIN |  |        |          | 000777                   |          |        |            |     |   |   |    |    |   |                  |                |
|                          |  | 68584  | 06/13/23 | CONCESSION SUPPLIES      | 355.85   |        | 3165600    |     | D | - |    |    |   | GENERAL SUPPLIES | 101.45435.0229 |
| WEST CENTRAL COMMUNICATI |  |        |          | 000796                   |          |        |            |     |   |   |    |    |   |                  |                |
|                          |  | 68585  | 06/13/23 | BATTERY-HANDHELD RADIO   | 62.95    |        | 095627S    |     | D | - |    |    |   | SMALL TOOLS      | 101.43425.0221 |
|                          |  | 68585  | 06/13/23 | PAGER REPAIR-LABOR       | 195.00   |        | 095782S    |     | D | - |    |    |   | MTCE. OF EQUIPME | 101.42412.0334 |
|                          |  | 68585  | 06/13/23 | BATTERY&CHARGER RPL      | 2,447.30 |        | 095991S    |     | D | - |    |    |   | CIVIL DEFENSE    | 101.42428.0809 |
|                          |  | 68585  | 06/13/23 | MICROPHONE-SQUAD 37      | 75.00    |        | 096174S    |     | D | - |    |    |   | MTCE. OF EQUIPME | 101.42411.0224 |
|                          |  |        |          |                          | 2,780.25 | *CHECK | TOTAL      |     |   |   |    |    |   |                  |                |
|                          |  |        |          | VENDOR TOTAL             | 2,780.25 |        |            |     |   |   |    |    |   |                  |                |
| WEST CENTRAL INDUSTRIES  |  |        |          | 000801                   |          |        |            |     |   |   |    |    |   |                  |                |
|                          |  | 68586  | 06/13/23 | BATHROOM CLEANING        | 1,810.00 |        | 9037       |     | D | - |    |    |   | CLEANING AND WAS | 101.43425.0338 |
| WEST CENTRAL PRINTING    |  |        |          | 000803                   |          |        |            |     |   |   |    |    |   |                  |                |
|                          |  | 68587  | 06/13/23 | OFFICER POCKET GUIDEBOOK | 183.84   |        | 23807      |     | D | - |    |    |   | OFFICE SUPPLIES  | 101.42411.0220 |
| WILLMAR AUTO VALUE       |  |        |          | 002689                   |          |        |            |     |   |   |    |    |   |                  |                |
|                          |  | 68588  | 06/13/23 | #95K495 BATTERY          | 99.99    |        | 22479662   |     | D | - |    |    |   | INVENTORIES-MDSE | 101.125000     |
|                          |  | 68588  | 06/13/23 | SHOP SUPPLIES            | 18.99    |        | 22479662   |     | D | - |    |    |   | MTCE. OF EQUIPME | 101.43425.0224 |

Vendor Payment History Report  
INCLUDES ONLY POSTED TRANS

| VENDOR NAME AND NUMBER   |       | CHECK#   | DATE | DESCRIPTION              | AMOUNT   | CLAIM | INVOICE      | PO# | F | S | 9 | BX | M | ACCOUNT NAME     | ACCOUNT        |
|--------------------------|-------|----------|------|--------------------------|----------|-------|--------------|-----|---|---|---|----|---|------------------|----------------|
| WILLMAR AUTO VALUE       |       |          |      | 002689                   |          |       |              |     |   |   |   |    |   |                  |                |
|                          | 68588 | 06/13/23 |      | CLAMPS                   | 13.96    |       | 22479670     |     | D | - |   |    |   | MTCE. OF STRUCTU | 101.45432.0225 |
|                          | 68588 | 06/13/23 |      | CLEANING SUPPLIES        | 6.99     |       | 22479670     |     | D | - |   |    |   | CLEANING AND WAS | 101.45433.0228 |
|                          | 68588 | 06/13/23 |      | #185284 BATTERY          | 237.90   |       | 22479735     |     | D | - |   |    |   | INVENTORIES-MDSE | 101.125000     |
|                          | 68588 | 06/13/23 |      | FUEL TANK SUPPLIES       | 31.45    |       | 22479787     |     | D | - |   |    |   | GENERAL SUPPLIES | 651.48486.0229 |
|                          | 68588 | 06/13/23 |      | CLAMPS                   | 25.92    |       | 22480035     |     | D | - |   |    |   | MTCE. OF OTHER I | 101.45432.0226 |
|                          | 68588 | 06/13/23 |      | SHOP SUPPLIES            | 34.46    |       | 22480278     |     | D | - |   |    |   | GENERAL SUPPLIES | 101.43425.0229 |
|                          | 68588 | 06/13/23 |      | #130012 PAINT-PELICAN    | 60.00    |       | 22480632     |     | D | - |   |    |   | INVENTORIES-MDSE | 101.125000     |
|                          | 68588 | 06/13/23 |      | #222710 BLADES/TOG COVER | 28.97    |       | 22480932     |     | D | - |   |    |   | INVENTORIES-MDSE | 101.125000     |
|                          | 68588 | 06/13/23 |      | WIPER BLADES/BATTERY     | 223.41   |       | 22480949     |     | D | - |   |    |   | INVENTORIES-MDSE | 101.125000     |
|                          | 68588 | 06/13/23 |      | WIPER BLADES             | 69.95    |       | 22480950     |     | D | - |   |    |   | INVENTORIES-MDSE | 101.125000     |
|                          | 68588 | 06/13/23 |      | #189679 STARTER MOTOR    | 288.21   |       | 22480974     |     | D | - |   |    |   | INVENTORIES-MDSE | 101.125000     |
|                          | 68588 | 06/13/23 |      | RETURN-STARTER MOTOR     | 72.22    | CR    | 22481372     |     | D | - |   |    |   | INVENTORIES-MDSE | 101.125000     |
|                          | 68588 | 06/13/23 |      | SHOP TOOL                | 135.20   |       | 22481388     |     | D | - |   |    |   | SMALL TOOLS      | 101.43425.0221 |
|                          | 68588 | 06/13/23 |      | PUMP                     | 35.42    |       | 22481469     |     | D | - |   |    |   | GENERAL SUPPLIES | 651.48484.0229 |
|                          | 68588 | 06/13/23 |      | PAINT-FOUL POLES         | 31.90    |       | 22481549     |     | D | - |   |    |   | MTCE. OF STRUCTU | 101.45432.0225 |
|                          | 68588 | 06/13/23 |      | PURGE VALVE              | 33.99    |       | 22482160     |     | D | - |   |    |   | INVENTORIES-MDSE | 101.125000     |
|                          | 68588 | 06/13/23 |      | BUNGIE CORDS/SPRAY PAINT | 18.97    |       | 22482160     |     | D | - |   |    |   | GENERAL SUPPLIES | 101.43425.0229 |
|                          | 68588 | 06/13/23 |      | #186835 BOLT KIT         | 101.99   |       | 22482170     |     | D | - |   |    |   | INVENTORIES-MDSE | 101.125000     |
|                          | 68588 | 06/13/23 |      | MUFFLER-FOUL POLES       | 34.90    |       | 22482227     |     | D | - |   |    |   | MTCE. OF STRUCTU | 101.45432.0225 |
|                          |       |          |      |                          | 1,460.35 |       |              |     |   |   |   |    |   |                  |                |
|                          |       |          |      | VENDOR TOTAL             | 1,460.35 |       |              |     |   |   |   |    |   |                  |                |
|                          |       |          |      |                          |          |       | *CHECK TOTAL |     |   |   |   |    |   |                  |                |
| WILLMAR CHAMBER OF COMME |       |          |      | 000812                   |          |       |              |     |   |   |   |    |   |                  |                |
|                          | 68589 | 06/13/23 |      | VALIANT-LEADER PER GRAD  | 25.00    |       | 55557        |     | D | - |   |    |   | SUBSISTENCE OF P | 101.41400.0227 |
|                          | 68589 | 06/13/23 |      | PABLO-LEADER PER GRAD    | 25.00    |       | 55557        |     | D | - |   |    |   | SUBSISTENCE OF P | 101.41400.0227 |
|                          | 68589 | 06/13/23 |      | REESE-LEADER PER GRAD    | 25.00    |       | 55557        |     | D | - |   |    |   | SUBSISTENCE OF P | 101.41401.0227 |
|                          | 68589 | 06/13/23 |      | SIETSEMA-LEADER PER GRAD | 25.00    |       | 55557        |     | D | - |   |    |   | SUBSISTENCE OF P | 101.41420.0227 |
|                          |       |          |      |                          | 100.00   |       |              |     |   |   |   |    |   |                  |                |
|                          |       |          |      | VENDOR TOTAL             | 100.00   |       |              |     |   |   |   |    |   |                  |                |
|                          |       |          |      |                          |          |       | *CHECK TOTAL |     |   |   |   |    |   |                  |                |
| WILLMAR HOCKEY ASSOCIATI |       |          |      | 001721                   |          |       |              |     |   |   |   |    |   |                  |                |
|                          | 68590 | 06/13/23 |      | AD-GOLF TOURNAMENT       | 350.00   |       | 053023       |     | D | - |   |    |   | ADVERTISING      | 101.45432.0447 |
| WILLMAR TDC              |       |          |      | 003520                   |          |       |              |     |   |   |   |    |   |                  |                |
|                          | 68591 | 06/13/23 |      | YOUTH WTRESTLING TOURNAM | 912.00   |       | 053123       |     | D | - |   |    |   | OTHER CHARGES    | 101.45432.0449 |
| WINDSTREAM               |       |          |      | 002100                   |          |       |              |     |   |   |   |    |   |                  |                |
|                          | 68592 | 06/13/23 |      | PHONE SERVICE-MAY        | 792.37   |       | STMT/05-23   |     | D | - |   |    |   | COMMUNICATIONS   | 101.41409.0330 |
| WITMER PUBLIC SAFETY GRO |       |          |      | 003291                   |          |       |              |     |   |   |   |    |   |                  |                |
|                          | 68593 | 06/13/23 |      | DOOR STEP-HINGE LOCK     | 68.86    |       | INV266863    |     | D | - |   |    |   | SMALL TOOLS      | 101.42412.0221 |

Vendor Payment History Report  
INCLUDES ONLY POSTED TRANS

| VENDOR NAME AND NUMBER | CHECK# | DATE | DESCRIPTION | AMOUNT     | CLAIM | INVOICE | PO# | F | S | 9 | BX | M | ACCOUNT NAME | ACCOUNT |
|------------------------|--------|------|-------------|------------|-------|---------|-----|---|---|---|----|---|--------------|---------|
| REPORT TOTALS:         |        |      |             | 452,700.88 |       |         |     |   |   |   |    |   |              |         |

RECORDS PRINTED - 000377

Vendor Payment History Report

FUND RECAP:

| FUND            | DESCRIPTION                  | DISBURSEMENTS |
|-----------------|------------------------------|---------------|
| ----            | -----                        |               |
| 101             | GENERAL FUND                 | 327,229.28    |
| 208             | CONVENTION & VISITORS BUREAU | 161.81        |
| 230             | WILLMAR MUNICIPAL AIRPORT    | 12,968.52     |
| 235             | WILLMAR MAIN STREET          | 300.00        |
| 405             | C.P. - EPITOPIX              | 6,008.50      |
| 420             | LOCAL OPT SALES TAX PROJECTS | 2,459.55      |
| 422             | S.A.B.F. - 2022A             | 8,155.00      |
| 450             | CAPITAL IMPROVEMENT FUND     | 2,401.80      |
| 651             | WASTE TREATMENT              | 93,016.42     |
| TOTAL ALL FUNDS |                              | 452,700.88    |

BANK RECAP:

| BANK            | NAME          | DISBURSEMENTS |
|-----------------|---------------|---------------|
| ----            | -----         |               |
| HERT            | HERITAGE BANK | 452,700.88    |
| TOTAL ALL BANKS |               | 452,700.88    |



### City Council Action Request

|                              |                                                 |                                |                                    |
|------------------------------|-------------------------------------------------|--------------------------------|------------------------------------|
| <b>Council Meeting Date:</b> | June 20, 2023                                   | <b>Agenda Item Number:</b>     | 5.G.                               |
| <b>Agenda Section:</b>       | Consent Items                                   | <b>Originating Department:</b> | Administration                     |
| <b>Resolution:</b>           | Yes                                             | <b>Prepared By:</b>            | Leslie Valiant, City Administrator |
| <b>Ordinance:</b>            | No                                              | <b>Presented By:</b>           | Leslie Valiant, City Administrator |
| <b>Item:</b>                 | Consider accepting Age-Friendly Minnesota Grant |                                |                                    |

**RECOMMENDED ACTION:**

Approve resolution accepting \$9,300 from the MN Age-Friendly grant

**OVERVIEW:**

On January 23, 2023 Council approved applying for the Age-Friendly MN (AFMAN) Community grant of up to \$99,000. Due to the tremendous response to this funding opportunity, AFMN awarded a greater number of projects by offering partial funding. Director of Community Growth, Pablo Obregon and Michelle Kiefer, Community Health Specialist II from CenterCare will be taking the lead on this grant. This funding will help develop a community survey and report to guide Willmar to being an age-friendly Minnesota community.

**BUDGETARY/FISCAL ISSUES:**

**ALTERNATIVES TO CONSIDER:**

**ATTACHMENTS:**

1. MN Age Friendly Grant 2023
2. Resolution Accepting Age Friendly Grant





## Official Grant Award Notice

### GRANTEE Information

|                                                                                                  |                                     |
|--------------------------------------------------------------------------------------------------|-------------------------------------|
| Organization Name: City of Willmar                                                               | City/State/ZIP+4: Willmar, MN 56201 |
| Identified Official with Authority Name and Title:<br>Leslie Valiant, Willmar City Administrator | Phone: 320-214-5160                 |
| Address: 333 6th Street SW                                                                       | Email: lvaliant@willmarmn.gov       |
|                                                                                                  | SWIFT Vendor Number: 0000197727     |

### GRANTEE Project Staff

|                                                                  |                                                                    |
|------------------------------------------------------------------|--------------------------------------------------------------------|
| Program Contact Name: Leslie Valiant, Willmar City Administrator | Business Manager or Accountant Name: Steve Okins, Finance Director |
| Phone: 320-235-4913                                              | Phone: 320-214-5175                                                |
| Email: lvaliant@willmarmn.gov                                    | Email: sokins@willmarmn.gov                                        |

## Grant Project Title: AGE-FRIENDLY MINNESOTA COMMUNITY GRANTS

### Award Period

Start Date: **June 7, 2023**

End Date: **March 31, 2024**

Per Minn. Stat. §16B.98, Subd. 5, GRANTEE must not begin work until this grant award 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.

This is a ten (10) month grant.

**Options for extensions/continuation awards will be considered at the STATE's discretion.**

**Original/Initial Award: \$ 9,300.00**

### State Authorized Representative

Name: Natasha Merz  
Division: Aging and Disability Services Administration  
Phone: 651-431-4360

### State Grant Manager

Name: Brenda Mesaros  
Division: Age-Friendly  
Phone: 651-431-3587

Email: natasha.m.merz@state.mn.us

Email: Brenda.Mesaros@state.mn.us

## Terms of Acceptance

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This award is made with respect to the terms and conditions of the application materials for the identified grant project under which the GRANTEE has a mutually agreed upon Grant Application and Assurances. By accepting this award the GRANTEE agrees to comply with all provisions of the award including all assurances and certifications made in the Grant Application and Assurances and all applicable state or federal statutes, regulations and guidelines. The GRANTEE agrees to administer the program in accordance with the approved Grant Application and Assurances, budget, timelines, and other supplemental information submitted in support of the approved Grant Application and Assurances. All terms not defined below are as set forth in the Grant Application and Assurances.

### 1. PURPOSE OF FUNDING/GRANT

The purpose of this grant is to offer Community Grants to help communities work on age-friendly projects and become better places for all Minnesotans to grow older. (Note: AFMN Technical Assistance Provider (TAP) Grants were recently funded through a separate grants process and are designed to assist Community Grantees.) The Council is committed to making Diversity, Equity, Inclusion, and Accessibility (DEIA) the foundation of AFMN, including in this grants program. These targeted groups include, but are not limited to, older adults who:

- a. are low-income;
- b. identify as indigenous American Indian;
- c. identify as Black, African American, Asian, Latinx;
- d. identify as Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, and Asexual (LGBTQIA+);
- e. are new immigrants and/or refugees;
- f. have limited English proficiency;
- g. live in rural areas;
- h. are veterans; and
- i. have disabilities.

### 2. COVERAGE OF SUPPLEMENTAL COSTS

GRANTEES are required to attend approximately 6-8 events (such as webinars, conferences, meetings, etc.) led by the Age-Friendly Minnesota Team (AFMN) Team. Events will include both virtual and in-person formats, including a regional conference, and will focus on peer-to-peer learning among AFMN GRANTEES.

### 3. INVOICING

**Invoices** summarizing grant activities accomplished and services performed are due to STATE within ten (10) business days after the end of each quarter as follows:

In accordance with **Attachment A: Cost Detail/Proposal Due Dates** which is attached and incorporated into this Official Grant Award Notification (OGAN) for activities completed and occurring in the grant period of May 26,

2023-March 31, 2024. Payments will be made on approved invoices within thirty (30) days. GRANTEE invoices must also include documentation for purchases made related to projects.

#### 4. PROGRAM REPORTING

**4.1. Progress Reports**, summarizing grant activities and outcomes, including any data collected/requested related to the grant program, are due to STATE, as follows:

The Progress Report must be received **quarterly and in accordance with Attachment B: Invoice and Progress Report Schedule** which is attached and incorporated into this Official Grant Award Notification (OGAN) for activities occurring for the grant period of May 26, 2023-March 31, 2024.

**4.2. Final Program and Financial Reporting Forms** are due by April 30, 2024. Final reporting may include, but is not limited to, the following items:

- a. A final program report summarizing activities completed, as requested by STATE, along with supporting data requested by the program staff or federal or state funding.
- b. Final Financial Reporting Form (FRF) with a budget narrative describing expenditures.
- c. Expenditure detail report, such as general ledger, from accounting system.

#### 5. FINANCIAL RECONCILIATION/MONITORING AND SUPPORTING DOCUMENTATION

- a. **A financial reconciliation or desk review** of reported expenditures to supporting documentation will occur at least once during the award period on grants that exceed fifty thousand dollars (\$50,000). STATE will request supporting documentation for review and reconciliation of at least two (2) budget line item expenditures based on a financial reporting form (FRF) or invoice submitted by the GRANTEE.
- b. In the event **a monitoring visit(s)** is required by STATE, the GRANTEE shall cooperate with STATE and shall comply with STATE's request for documentation and other information, before, during and/or after the visit(s).
- c. Financial documentation to support expenditures incurred under this award must be maintained by the GRANTEE and provided to STATE upon request.

#### 6. BUDGET REVISIONS

GRANTEE must obtain STATE written approval before changing any part of the budget. Notwithstanding Clause 6 of this Grant Award, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed ten percent (10%) of that budget year total and does not change the total obligation amount.

If GRANTEE's approved budget changes proceed without an amendment pursuant to this clause, GRANTEE must record the budget change in EGMS or on a form provided by STATE.

## 7. CANCELLATION

- a. **Cancellation With or Without Cause.** An award contract may be cancelled by STATE at any time, with or without cause, upon thirty (30) days' written notice to the GRANTEE. Upon termination, the GRANTEE will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed and for approvable expenditures.
- b. **Cancellation Due to Discontinued or Insufficient Funding.** It is expressly understood and agreed that in the event the funding to the STATE from Federal sources or appropriations by the Minnesota Legislature are not obtained and/or continued at an aggregate level sufficient to allow for the GRANTEE's program to continue operating, the grant shall immediately be terminated upon written notice by the STATE 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 and approvable expenditures incurred prior to termination to the extent that funds are available. The STATE will not be assessed any penalty if the grant is terminated because of a decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE must provide the GRANTEE notice within a reasonable time of the STATE receiving notice.
- c. **Cancellation Due to Failure to Comply.** The STATE may cancel an award contract immediately if the STATE finds that there has been a failure to comply with the provisions of an award, that reasonable progress has not been made or that the purposes for which the funds were awarded/granted have not been or will not be fulfilled. The STATE may take action to protect the interests of the STATE, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

## 8. AMENDMENTS

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

## 9. FEDERAL FUNDING REQUIREMENTS

**Federal funds.** N/A

## State Signatures

---

**1. STATE ENCUMBRANCE VERIFICATION** *Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05.*

By: Angela Lofgren  
53AD6200B0B8428...

Date: 6/5/2023

Contract No: 230198

## 2. GRANTEE

*Signatory certifies that GRANTEE's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the GRANTEE to the terms of this Agreement (Grant Application and Assurances and Notice of Award). GRANTEE and Signatory agree that the Minnesota Department of Human Services (STATE) relies on the Signatory's certification herein.*

By: Leslie M. Valiant  
630D82A63BE443B...

Title: City Administrator

Date: 6/5/2023

## 3. STATE AGENCY

By (with delegated authority): Natasha Mery  
A761E40633434CD...

Title: Assistant Commissioner

Date: 6/6/2023

## Age-Friendly Minnesota Community Grants

## ATTACHMENT A: Deliverables/Cost Detail (REQUIRED)

GRANTEE: City of Willmar

Requested Amount: \$23,500.00

Contract Amount: \$9,300.00

- a. The cost proposal below details deliverables by quarter and in total.
- b. GRANTEE's invoices must also include documentation for purchases made related to projects.
- c. GRANTEE is required to attend approximately 6-8 events (such as webinars, conferences, meetings, etc.) led by the Age-Friendly Minnesota (AFMN) Team. Events will include both virtual and in-person formats, including a regional conference, and will focus on peer-to-peer learning among AFMN GRANTEES.
- d. The STATE does not make regular payments based solely upon the passage of time; it only pays for services performed or work delivered after it is accomplished.

| Deliverables/Project Activities                                                                                                                          | Associated Budget Item(s)                                                                                                                                                                                                                                    | Timeframe of Activities | Associated Budget Amount |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|--------------------------|
|                                                                                                                                                          |                                                                                                                                                                                                                                                              |                         |                          |
| <b>A. Project #1<br/>Community Round table<br/>for initial<br/>discussion/planning/<br/>discovery<br/>Willmar community<br/>weakness &amp; Strengths</b> | <b>1. Consultant fees</b> for session development and content experience<br>15 hours @ \$100 = <b>\$1,500</b><br><br><b>2. Event expenses</b> (venue, refreshments, materials, etc.) = <b>\$800</b><br><br><b>3. Ads</b> (radio, paper, etc.) = <b>\$500</b> | CY23 Q3                 | <b>\$2,800</b>           |
| <b>B. Project #2<br/>Develop survey<br/>questionnaire from<br/>round table discussion</b>                                                                | <b>1. Consultant:</b> Consultant fees for session development and content expertise; develop digital version of survey – 10 hours @ \$100 = <b>\$1,000</b><br><br><b>2. Survey mailing costs:</b> <b>\$1,500</b>                                             | CY23 Q4                 | <b>\$2,500</b>           |
| <b>C. Project #3<br/>Community Open House</b>                                                                                                            | <b>1. Event expenses</b> (venue rental, refreshments, materials, etc.) = <b>\$1,100</b><br><br><b>2. Consultant:</b> 10 hours @ \$100/hour =                                                                                                                 | CY24 Q1                 | <b>\$2,500</b>           |



| <b>Deliverables/Project Activities</b>                                                                       | <b>Associated Budget Item(s)</b>                                 | <b>Timeframe of Activities</b> | <b>Associated Budget Amount</b> |
|--------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|--------------------------------|---------------------------------|
|                                                                                                              | <b>\$1,000</b><br><br><b>3. Ads (radio, paper, etc.) = \$400</b> |                                |                                 |
| <b>D. Project #4<br/>Develop age-friendly report/ meetings with Age-Friendly committee</b>                   | <b>1. Consultant:</b><br>15 hours @ \$100 = <b>\$1,500</b>       | CY24 Q1                        | <b>\$1,500</b>                  |
| <b>E. Complete and disseminate digital version of age-friendly report to various community organizations</b> | 1. Digital distribution of report                                | CY24 Q1                        | <b>\$0</b>                      |
|                                                                                                              |                                                                  |                                |                                 |
| <b>Total</b>                                                                                                 |                                                                  |                                | <b>\$9,300.00</b>               |

Age-Friendly Minnesota Community Grants

ATTACHMENT B: INVOICE AND PROGRESS REPORT (REQUIRED QUARTERLY)

Invoices summarizing grant activities accomplished and services performed are due to STATE within ten (10) business days after the end of each quarter.

GRANTEES should submit documentation for purchases made related to their projects and included in **Attachment A, Work Plan** which is attached and incorporated into this Official Grant Award Notification (OGAN).

GRANTEE: City of Willmar

Contract Amount: \$9,300.00

| INVOICE AND PROGRESS REPORT SCHEDULE AND BUDGET CHANGE FORM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                               |                                                                                                                                                                                                                                    |                                                        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| Invoice No.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Invoice Date                  | Actual Deliverables                                                                                                                                                                                                                | Actual Invoice Amount:                                 |
| Choose an item.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Click or tap to enter a date. | A: <i>copy and paste from Attachment A</i><br>B: <i>copy and paste from Attachment A</i><br>C: <i>copy and paste from Attachment A</i><br>D: <i>copy and paste from Attachment A</i><br>E: <i>copy and paste from Attachment A</i> | A: \$<br>B: \$<br>C: \$<br>D: \$<br>E: \$<br>Total: \$ |
| <p>1. List your community of practice:</p> <p>2. Did you have activities/deliverables that were not completed according to the original timeline and workplan? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If yes:</i></p> <p>a. Provide a brief summary of unanticipated setbacks or challenges, and solutions planned or implemented:</p> <p>b. Briefly describe requested change to activities, deliverables and/or timeline:</p> <p>c. Changes have been approved by AFMN staff. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3. Briefly describe accomplishments and overview of work completed.</p> |                               |                                                                                                                                                                                                                                    |                                                        |

|                                                                                                                                                                                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>4. Describe your efforts to advance diversity, inclusion, equity, and/or accessibility (DEIA) in the work completed so far. For example, inclusion of community voices in planning, diversity hiring efforts, diverse images in marketing, discussing potentially inequitable impacts of the work, etc.</b></p> |
| <p><b>Date:</b> Click or tap to enter a date.</p> <p><b>Submitted by:</b> Click or tap here to enter text.</p> <p><b>Progress Report</b> Choose an item.:</p>                                                                                                                                                         |
| <p><b>Final Program and Financial Reporting Forms</b> are due by April 30, 2024.</p>                                                                                                                                                                                                                                  |

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

**AUTHORIZATION TO ACCEPT AGE-FRIENDLY MINNESOTA GRANT**

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

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

BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, that city staff be authorized accept the Age-Friendly Minnesota grant in the amount of \$9,300.

Dated this 20<sup>th</sup> day of June, 2023

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY CLERK



### City Council Action Request

|                              |                           |                                |                                                   |
|------------------------------|---------------------------|--------------------------------|---------------------------------------------------|
| <b>Council Meeting Date:</b> | June 20, 2023             | <b>Agenda Item Number:</b>     | 5.H.                                              |
| <b>Agenda Section:</b>       | Consent Items             | <b>Originating Department:</b> | Planning and Development                          |
| <b>Resolution:</b>           | No                        | <b>Prepared By:</b>            | Justice Walker, Planning and Development Director |
| <b>Ordinance:</b>            | No                        | <b>Presented By:</b>           | Justice Walker, Planning and Development Director |
| <b>Item:</b>                 | Kuepers Minor Subdivision |                                |                                                   |

**RECOMMENDED ACTION:**

Staff is recommending the approval of this minor subdivision for Kuepers 2nd Phase. Staff have reviewed the plat, and the plats meet City standards. The Planning Commission conducted a public hearing June 7, 2023, approving the final plan and CUP.

**OVERVIEW:**

Kuepers opted to subdivide to accommodate their buildings. These lots have already been developed, so connecting utilities to the site was just tapping in instead of having to bring utilities to the site. This subdivision was a part of the 2nd phase of Preserve of 24th on 5th St SE & 24th Ave. They applied for a CUP, and that has been approved by the Planning Commission.

**BUDGETARY/FISCAL ISSUES:**

Subdivisions are subject to park dedication fees. This is a replat, so normally the park dedication fees would be waived. The fees are not being waived because it was initially platted with the intent for it to be commercial. Commercial properties pay 4% while residential properties pay 7%. This leaves a difference of 3%. This project includes a playground that reduces the fees by 25%. Kuepers park dedication fees owed are 2.25%.

**ALTERNATIVES TO CONSIDER:****ATTACHMENTS:**

1. 2023 Duinicks Prelim FINAL PLAT - Preserve on 24th First Add - 2023-05-11
2. 2023 Duinicks PRELIM PLAT - Preserve on 24th First Add - 2023-05-11



Plat of:

PRESERVE ON 24TH FIRST ADDITION

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: That The Preserve on 24th of Willmar, LLLP, a Minnesota limited liability limited partnership, as owner of the following described property:

Lots 2, 3, 4, 5, Block 2, THE WATER VIEW BUSINESS PARK.

Has caused the same to be surveyed and platted as PRESERVE ON 24TH FIRST ADDITION, and does hereby dedicate to the public for public use the utility easements as created by this plat.

In witness whereof said The Preserve on 24th of Willmar LLLP, a Minnesota limited liability limited partnership, has caused these presents to be signed by its proper partner this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

Signed: The Preserve on 24th of Willmar, LLLP  
By: The Preserve on 24th of Willmar, LLLP, General Partner

Steven Kuepers, Chief Manager

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

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by Steven Kuepers, Chief Manager of The Preserve on 24th of Willmar, LLLP, a Minnesota limited liability limited partnership, General Partner of The Preserve on 24th of Willmar, LLLP, a Minnesota limited liability limited partnership, on behalf of the partnership.

Notary Signature

Notary Printed Name  
Notary Public, \_\_\_\_\_ County, Minnesota  
My Commission Expires \_\_\_\_\_

Land Surveyor

I Joshua M. Stern 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 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 \_\_\_\_\_ 20\_\_

Joshua M. Stern, Licensed Land Surveyor  
Minnesota License No. 46169

STATE OF MINNESOTA  
COUNTY OF KANDIYOHI

This instrument was acknowledged by me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by Joshua M. Stern, Licensed Land Surveyor, Minnesota License No. 46169.

Notary Signature

Notary Printed Name  
Notary Public, Kandiyohi County, Minnesota  
My Commission Expires \_\_\_\_\_

City Planning Commission

Approved by the Planning Commission of the City of Willmar, this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

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

ATTEST: \_\_\_\_\_  
Secretary

City Council

Approved by the City of Willmar, Minnesota this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

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

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

City Engineer

Approved by the City Engineer of the City of Willmar  
Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

Willmar City Engineer

The Orientation of this bearing system is assumed.  
The south line of Block 2 of THE WATER VIEW BUSINESS PARK is assumed to bear N 89°39'11" W.

Attorney

I, \_\_\_\_\_, Licensed Attorney, State of Minnesota, do hereby certify that the owners as indicated hereon represent all ownership interest in the land encompassed by this plat

Attorney

County Auditor/Treasurer

TAX STATEMENT  
I hereby certify that all taxes for 20\_\_ on the land described herein are paid; and no delinquent taxes are due and transfer entered this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Kandiyohi County Auditor / Treasurer

County Recorder

I hereby certify that this instrument was filed for record in the office of the County Recorder In and for Kandiyohi County, Minnesota on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_\_ o'clock \_\_, M., as Folder No. \_\_\_\_\_, and as Document No. \_\_\_\_\_.

Kandiyohi County Recorder

This drawing prepared by:

Bonnema Runke Stern Inc.

Professional Land Surveyors

4566 Hwy 71 NE - Suite 1

Willmar, MN 56201

Office (320) 231-2844 Fax (320) 231-2827

Website: www.brssurveys.com

Email: josh@brssurveys.com

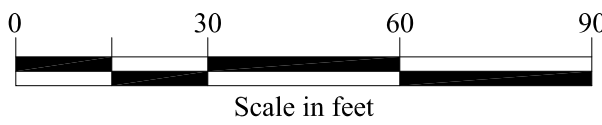
Requested by: Duinick Inc.

Prepared on: 05-02-2023

Located in: Section 23, T119N-R35W

Parcel ID #'s 95-841-0110, 95-841-0120,

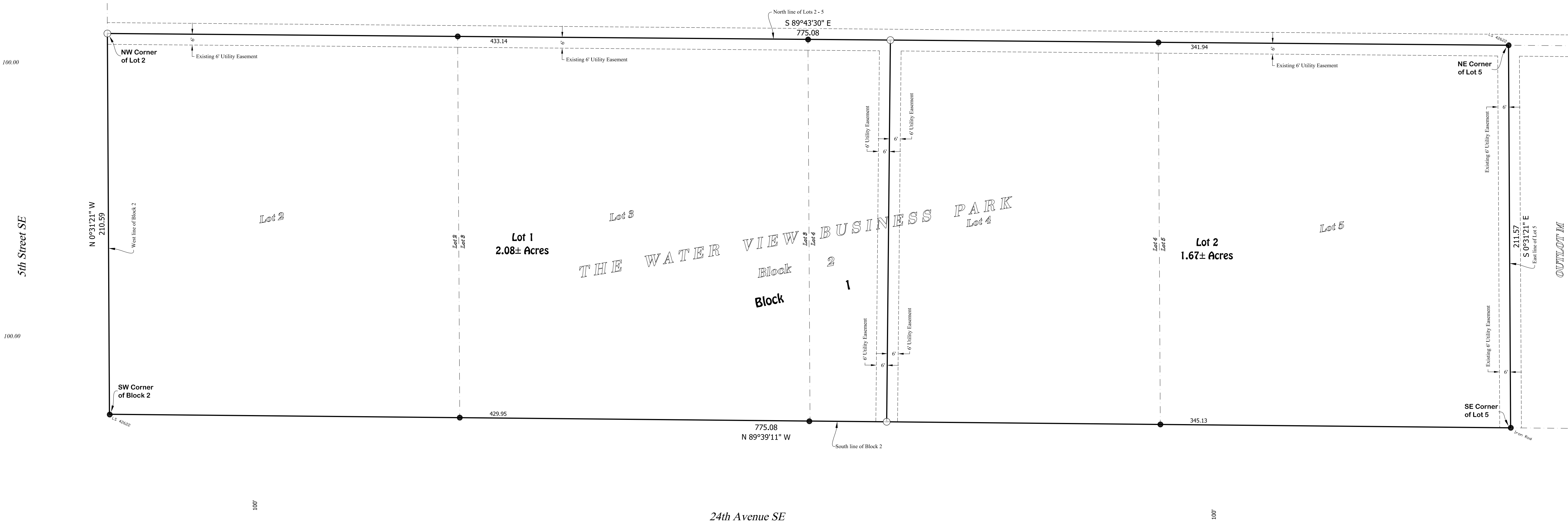
95-841-0130 and 95-841-0140



LEGEND

- Found Iron Monument from former survey
- Bonnema Runke Stern Inc. Placed 5/8" x 1 1/8" rebar Capped Iron Monument

THE WATER VIEW BUSINESS PARK SECOND ADDITION





Preliminary Plat of:

PRESERVE ON 24TH FIRST ADDITION

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: That The Preserve on 24th of Willmar, LLLP, a Minnesota limited liability limited partnership, as owner of the following described property:

Lots 2, 3, 4, 5, Block 2, THE WATER VIEW BUSINESS PARK.

Has caused the same to be surveyed and platted as PRESERVE ON 24TH FIRST ADDITION, and does hereby dedicate to the public for public use the utility easements as created by this plat.

In witness whereof said The Preserve on 24th of Willmar LLLP, a Minnesota limited liability limited partnership, has caused these presents to be signed by its proper partner this \_\_\_\_ day of \_\_\_\_ 20 \_\_\_\_

Signed: The Preserve on 24th of Willmar, LLLP  
By: The Preserve on 24th of Willmar, LLLP, General Partner

Steven Kuepers, Chief Manager

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

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_ 20 \_\_\_\_ by Steven Kuepers, Chief Manager of The Preserve on 24th of Willmar, LLLP, a Minnesota limited liability limited partnership, General Partner of The Preserve on 24th of Willmar, LLLP, a Minnesota limited liability limited partnership, on behalf of the partnership.

Notary Signature

Notary Printed Name  
Notary Public, \_\_\_\_\_ County, Minnesota  
My Commission Expires \_\_\_\_\_

Land Surveyor

I Joshua M. Stern 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 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 \_\_\_\_ 20 \_\_\_\_

Joshua M. Stern, Licensed Land Surveyor  
Minnesota License No. 46169

STATE OF MINNESOTA  
COUNTY OF KANDIYOHI

This instrument was acknowledged by me this \_\_\_\_ day of \_\_\_\_ 20 \_\_\_\_, by Joshua M. Stern, Licensed Land Surveyor, Minnesota License No. 46169.

Notary Signature

Notary Printed Name  
Notary Public, Kandiyohi County, Minnesota  
My Commission Expires \_\_\_\_\_

City Planning Commission

Approved by the Planning Commission of the City of Willmar,  
this \_\_\_\_ day of \_\_\_\_ 20 \_\_\_\_.

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

ATTEST: \_\_\_\_\_  
Secretary

City Council

Approved by the City of Willmar, Minnesota this \_\_\_\_ day  
of \_\_\_\_ 20 \_\_\_\_.

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

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

City Engineer

Approved by the City Engineer of the City of Willmar  
Dated this \_\_\_\_ day of \_\_\_\_ 20 \_\_\_\_

Willmar City Engineer

The Orientation of this bearing system is assumed.  
The south line of Block 2 of THE WATER VIEW  
BUSINESS PARK is assumed to bear N 89°39'11" W.

Elevation Datum:  
The Elevation Datum used for this survey is the North American Vertical  
Datum of 1988 (NAVD 88)  
MnDOT Geodetic Control Point  
3404 F = 1147.32 (NAVD 88)  
Local Benchmark - Capped Iron Pipe at the SW Corner of Lot 2  
El = 1115.25

Attorney

I, \_\_\_\_\_, Licensed Attorney, State of  
Minnesota, do hereby certify that the owners as indicated  
hereon represent all ownership interest in the land  
encompassed by this plat

Attorney

County Auditor/Treasurer

TAX STATEMENT  
I hereby certify that all taxes for 20 \_\_\_\_ on the land described  
herein are paid; and no delinquent taxes are due and transfer  
entered this \_\_\_\_ day of \_\_\_\_ 20 \_\_\_\_.

Kandiyohi County Auditor / Treasurer

County Recorder

I hereby certify that this instrument was filed for record in the  
office of the County Recorder in and for Kandiyohi County,  
Minnesota on this \_\_\_\_ day of \_\_\_\_ 20 \_\_\_\_,  
at \_\_\_\_ o'clock \_\_\_\_ M., as Folder No. \_\_\_\_\_, and as  
Document No. \_\_\_\_\_.

Kandiyohi County Recorder

This drawing prepared by:

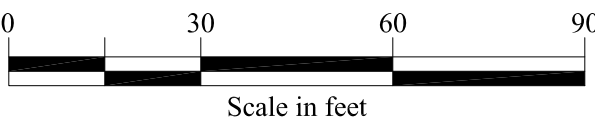
Bonnema Runke Stern Inc.

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Website: www.brssurveys.com  
Email: jsths@brssurveys.com

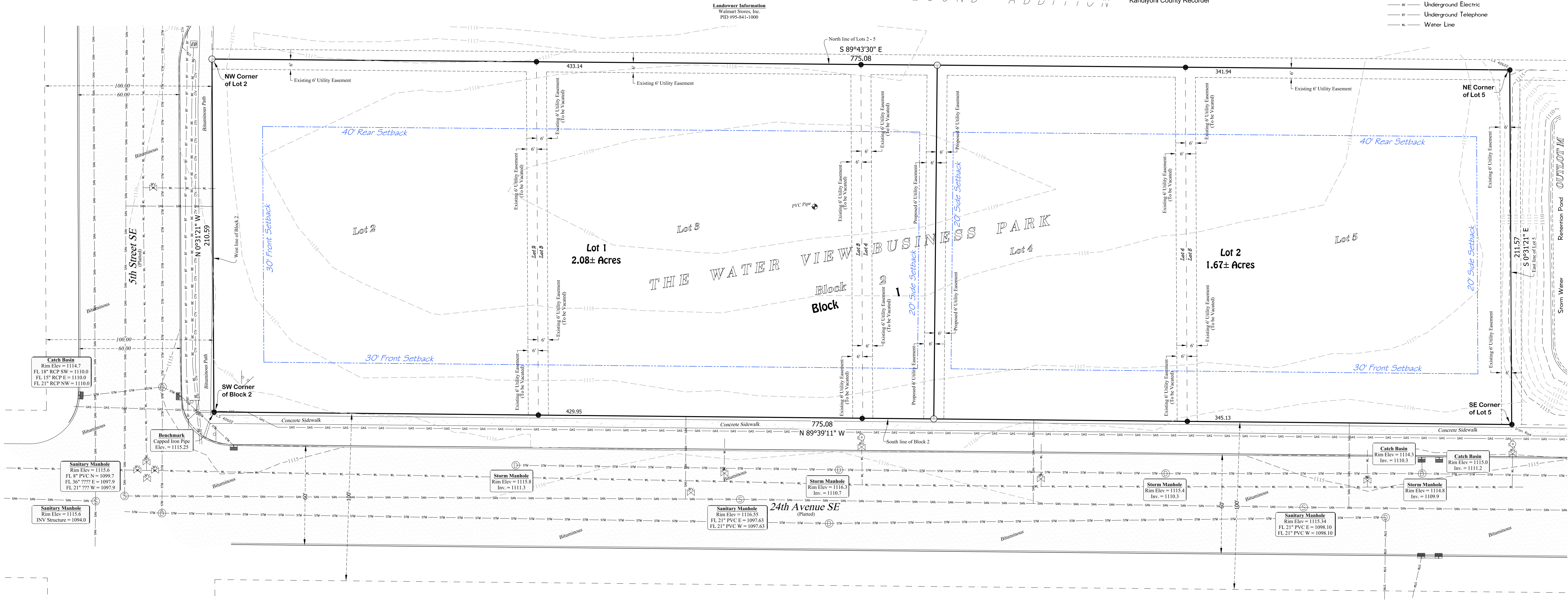
Requested by: Duinink Inc.

Prepared on: 05-02-2023  
Section 23, T119N-R35W  
Located in: 95-841-0110, 95-841-0120,  
Parcel ID #'s 95-841-0130 and 95-841-0140



LEGEND

- Found Iron Monument from former survey
- Bonnema Runke Stern Inc. Placed 8" x 18" rebar Capped Iron Monument
- Catch Basins
- Electric Box
- Fire Hydrant
- Light Pole
- Sign
- Water Gate Valve
- Curb & Gutter
- Gas Line
- Sanitary Sewer
- Storm Sewer
- Underground Cable TV
- Underground Electric
- Underground Telephone
- Water Line







### City Council Action Request

|                              |                                                         |                                |                                    |
|------------------------------|---------------------------------------------------------|--------------------------------|------------------------------------|
| <b>Council Meeting Date:</b> | June 20, 2023                                           | <b>Agenda Item Number:</b>     | 5.I.                               |
| <b>Agenda Section:</b>       | Consent Items                                           | <b>Originating Department:</b> | Administration                     |
| <b>Resolution:</b>           | No                                                      | <b>Prepared By:</b>            | Leslie Valiant, City Administrator |
| <b>Ordinance:</b>            | No                                                      | <b>Presented By:</b>           | Leslie Valiant, City Administrator |
| <b>Item:</b>                 | Rice Hospital Board Application - Joyce Elkjer-Sundberg |                                |                                    |

**RECOMMENDED ACTION:**

Mayor Reese recommends Joyce Elkjer-Sundberg to the Rice Memorial Hospital Board

**OVERVIEW:**

**BUDGETARY/FISCAL ISSUES:**

**ALTERNATIVES TO CONSIDER:**

**ATTACHMENTS:**

1. Rice Board AppJoyce Elkjer-Sundberg

## Application for Appointment to City Board/Committee/Commission

Please indicate the Board/Committee(s)/Commission(s) to which you are interested in being appointed.  
(If more than one, please number in order of choice.)

- ☐ Airport Commission (meets monthly)
- ☐ Cable Advisory Board (meets as needed)
- ☐ Charter Commission (meets as needed)
- ☐ Park and Recreation Board
- ☐ City/County Economic Development Operations Board (meets monthly)
- ☐ City of Willmar HRA
- ☐ Human Rights Commission (meets as needed)
- ☐ Municipal Utilities Commission (meets bi-monthly)
- ☐ Pioneerland Library System Board (meets monthly)
- ☐ Planning Commission (meets bi-monthly)
- ☐ Police Civil Service Commission (meets first Monday in February each year and on as-needed basis thereafter)
- ☒ Rice Memorial Hospital (meets bi-monthly)
- ☐ Willmar Convention and Visitors Bureau
- ☐ Zoning Appeals Board (meets monthly)
- ☐ Ad hoc Task Forces (will be posted and will meet on an as-needed basis)

### Applicant Information

Name: Joyce Elkjer - Sundberg Date of Application: 05/01/2023  
Address: 2200 6th Ave SE, Willmar Phone No. 320-262-9049

(Certain Boards and Commissions may require that you are a resident of the City of Willmar)

Email: joyce.elkjer@gmail.com

What prompted you to make application for a citizen committee?

I truly believe my years of experience at Rice could provide a unique perspective, which could make a real difference in Board leadership.

Briefly tell us why you want to serve on this Board/Committee/Commission:

As former Sr. Director of Human Resources for Rice + Carris Health, I believe I could bring insights into discussions + decisions which could positively impact Rice. My perspective is unique and could bring a valuable dimension to Rice leadership.

List any special background or experience you have which would be helpful to this Board/Committee/Commission:

I have over 20 years of experience at Rice, with rich insights into healthcare and city governance. I have an in-depth understanding of the CentralCare alignment, the lease with the City of Stillmar, as well as the day-to-day operational details of CentralCare management.

List your educational background:

I am a graduate of Bethel University in St. Paul, Mn with a BA degree.

List any social, fraternal, patriotic, governmental, or service organizations, which you have or currently are serving on:

I am an active member of Refuge Church in Stillmar. I have served on numerous committees while at Rice. Of note - active involvement in Senior Leadership Committee, the Carris Operations Committee, the Workplace Violence/Safety Committee and the CentralCare Sr. HR Leadership Committee. I have been an active facilitator in "Our Best Begins With Me", outlining CentralCare values and directives.

If you are employed, please provide the name and address of your employer and your position:

I am currently employed on a very casual basis with CentralCare, working with Leadership Development. I retired from full-time employment with CentralCare in April 2021.

Please return completed application to:

Mayor's Office  
333 SW 6th Street  
Willmar, MN 56201

Or fax completed forms to:

(320) 235-4917

Issued Dates: 5/1/2023 to 5/31/2023

Report Name: Monthly External Permits Report

Permit Type(s): Building, Mechanical, Plumbing

# City of Willmar

## Monthly External Permits Report

Printed: 6/5/2023

Page: 1

| Permit # | Issued Date | Owner and Site Address                          |                                                                          | Permit Sub-Type and Work Type       | Description                   | Valuation      | Total Permit Fee |
|----------|-------------|-------------------------------------------------|--------------------------------------------------------------------------|-------------------------------------|-------------------------------|----------------|------------------|
| WI032037 | 5/19/2023   | Schow/Kurt D & Kimberly A<br>1420 Vista Lane SW | 95-720-0060<br>Lot 6, Block 1<br>Spaulding's Addition                    | Garage<br>Garage/Shed               | Garage addition               | \$25,000.00    | \$589.59         |
| WI032248 | 5/19/2023   | Groen/David & Arlene<br>706 23rd St SE          | 95-668-4220<br>Lot 2, Block 1<br>Pheasant Run                            | Reroofing<br>Residential Add/Alter  | Residential Reroof            | \$12,000.00    | \$36.00          |
| WI032532 | 5/30/2023   | Sietsema/Jeramy S (Jeremy)<br>701 18th St SW    | 95-760-0090<br><br>Summit Addition                                       | Reroofing<br>Residential Add/Alter  | Residential Reroof            | \$3,063.00     | \$31.53          |
| WI032599 | 5/31/2023   | Rahn, Lynn & Annette<br>503 19th St SE          | 95-095-0130<br>Lot 3, Block 1<br>Boulder Ridge                           | Alteration<br>Residential Add/Alter | Interior Remodel              | \$54,270.00    | \$633.14         |
| WI032610 | 5/1/2023    | Mpk2 Properties, LLC<br>2004 Trott Ave SW       | 95-890-0730<br>Lot 13, Block 4<br>Zimmer's West Heights Addition         | Single Family<br>Replace            | Gas Furnace & A/C Replacement | \$5,943.00     | \$56.00          |
| WI032614 | 5/12/2023   | Roberg/Lynne K<br>1908 5th St SW                | 95-360-0150<br><br>Holmgren Acres                                        | Reroofing<br>Residential Add/Alter  | Residential Reroof            | \$7,250.00     | \$33.63          |
| WI032615 | 5/3/2023    | Gardner Jt Liv Trust/M & S<br>1401 16th St SW   | 95-863-0350<br>Block 2<br>West Park 4th Addition                         | Siding<br>Residential Add/Alter     | Residential Reside            | \$73,000.00    | \$86.50          |
| WI032617 | 5/1/2023    | City Of Willmar<br>301 Becker Ave SW            | 95-003-5970<br><br>Willmar, Town Of (Original)                           | Addition<br>Commercial Add/Alter    | Linear Accelerator            | \$4,200,000.00 | \$1,420.00       |
| WI032620 | 5/12/2023   | Swartz/Caleb T/& Morgan Gabel<br>717 8th St SW  | 95-006-3400<br>Lot 10, Block 80<br>First Addition To The Town Of Willmar | Reroofing<br>Residential Add/Alter  | Residential Reroof            | \$7,000.00     | \$33.50          |
| WI032621 | 5/3/2023    | Muldrow/Mark<br>723 2nd St SE                   | 95-020-0170<br>Lot 10, Block 2<br>Fifth Addition To The Town Of Willmar  | Single Family<br>Replace            | Gas Furnace & A/C Replacement | \$7,617.00     | \$56.00          |
| WI032622 | 5/1/2023    | Ahlers/Breanna/& Andrew Tupa<br>2004 21st St SW | 95-601-0020<br>Block 1<br>Ortenblad's Homesites                          | Reroofing<br>Residential Add/Alter  | Residential Reroof            | \$17,198.00    | \$38.60          |



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# City of Willmar

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| Permit # | Issued Date | Owner and Site Address                           |                                                               | Permit Sub-Type and Work Type      | Description             | Valuation    | Total Permit Fee |
|----------|-------------|--------------------------------------------------|---------------------------------------------------------------|------------------------------------|-------------------------|--------------|------------------|
| WI032623 | 5/1/2023    | Norberg/Scot A & Miranda<br>1115 Carolina Ave SW | 95-200-0340<br>Block 2<br>Erickson`s Subd. Of Block 4         | Reroofing<br>Residential Add/Alter | Residential Reroof      | \$6,000.00   | \$33.00          |
| WI032624 | 5/1/2023    | Krogsrud/James M & Donna K<br>1501 9th St SE     | 95-671-0460<br>Block 3<br>Pleasant View Second Addition       | Reroofing<br>Residential Add/Alter | Residential Reroof      | \$5,000.00   | \$32.50          |
| WI032625 | 5/1/2023    | Centennial Square<br>1109 9th St SE              | 95-055-0120<br>Lot 3, Block 1<br>Bethesda Nursing Home Add    | Reroofing<br>Commercial Add/Alter  | Commercial Reroof       | \$120,000.00 | \$1,047.25       |
| WI032626 | 5/1/2023    | Sunrise Village<br>901 Willmar Ave SE            | 95-055-2000<br>Lot 2, Block 1<br>Bethesda Nursing Home Add    | Reroofing<br>Commercial Add/Alter  | Commercial Reroof       | \$320,000.00 | \$2,147.25       |
| WI032627 | 5/1/2023    | Bethesda<br>901 Willmar Ave SE                   | 95-055-1000<br>Lot 1, Block 1<br>Bethesda Nursing Home Add    | Reroofing<br>Commercial Add/Alter  | Commercial Reroof       | \$360,000.00 | \$2,367.25       |
| WI032628 | 5/3/2023    | Ousley/Sheney<br>1125 Grace Ave SW               | 95-850-0010<br>Block 1<br>West Orchard Addition               | Single Family<br>Replace           | Gas Furnace Replacement | \$5,194.00   | \$31.00          |
| WI032629 | 5/1/2023    | Groff/Raymond & Nancy<br>1908 22nd Ave SW        | 95-885-1000<br>Lot 1, Block 1<br>Yorktown Estates             | Reroofing<br>Residential Add/Alter | Residential Reroof      | \$9,500.00   | \$34.75          |
| WI032630 | 5/1/2023    | Johnson/Arthur & Alice<br>1912 22nd Ave SW       | 95-885-0700<br>Lot 10, Block 4<br>Yorktown Estates            | Reroofing<br>Residential Add/Alter | Residential Reroof      | \$9,500.00   | \$34.75          |
| WI032631 | 5/3/2023    | Reed/William<br>527 Ann St SE                    | 95-222-0370<br>Lot 7, Block 3<br>Ferrings 2nd Addition        | Single Family<br>Replace           | Gas Furnace Replacement | \$4,600.00   | \$31.00          |
| WI032632 | 5/12/2023   | Reigstad/Roger & Carol<br>321 13th St NW         | 95-009-0200<br>Lot 1, Block 126<br>Second Addition To Willmar | Reroofing<br>Residential Add/Alter | Residential Reroof      | \$4,000.00   | \$32.00          |



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| Permit # | Issued Date | Owner and Site Address                             |                                                                          | Permit Sub-Type and Work Type      | Description                                  | Valuation    | Total Permit Fee |
|----------|-------------|----------------------------------------------------|--------------------------------------------------------------------------|------------------------------------|----------------------------------------------|--------------|------------------|
| WI032634 | 5/3/2023    | Wolf/Jacquelyn<br>3016 3rd Ave NW                  | 95-835-0190<br>Block 1<br>Vos Park                                       | Reroofing<br>Residential Add/Alter | Residential Reroof                           | \$4,500.00   | \$32.25          |
| WI032635 | 5/3/2023    | Vlach/Dustin J<br>1417 Minnesota Ave SW            | 95-570-1070<br>Block 8<br>Nursery Addition                               | Reroofing<br>Residential Add/Alter | Residential Reroof                           | \$3,800.00   | \$31.90          |
| WI032636 | 5/1/2023    | Simon/Allan F & Elaine A<br>2304 8th St SW         | 95-682-0115<br>Block 2<br>Portland Acres 2nd Addition                    | Reroofing<br>Residential Add/Alter | Residential Reroof                           | \$35,000.00  | \$47.50          |
| WI032637 | 5/1/2023    | Gort/James D<br>608 13th St SW                     | 95-006-7930<br>Lot 3, Block 117<br>First Addition To The Town Of Willmar | Reroofing<br>Residential Add/Alter | Residential Reroof                           | \$4,000.00   | \$32.00          |
| WI032638 | 5/3/2023    | Merlani Properties, LLC<br>2400 Trott Ave SW       | 95-870-0500<br><br>Willmar Industrial Park                               | Alteration<br>Commercial Add/Alter | Interior Remodel                             | \$15,000.00  | \$378.34         |
| WI032639 | 5/3/2023    | Biel/Dianne<br>2004 15th St SW                     | 95-868-0200<br>Lot 5, Block 2<br>Westwind Estates                        | Reroofing<br>Residential Add/Alter | Residential Reroof                           | \$5,500.00   | \$32.75          |
| WI032640 | 5/3/2023    | Merlani Properties, LLC<br>2400 Trott Ave SW       | 95-870-0500<br><br>Willmar Industrial Park                               | Commercial/Ind<br>Alt/Remodel      | Add bathroom for welding school              | \$0.00       | \$141.00         |
| WI032641 | 5/3/2023    | Gilles/Megan S & Douglas P<br>1601 Hansen Drive SW | 95-864-0120<br>Lot 12, Block 1<br>West Park 5th Addition                 | Addition<br>Residential Add/Alter  | Second story addition above garage and house | \$160,565.00 | \$2,047.49       |
| WI032642 | 5/3/2023    | Gilles/Megan S & Douglas P<br>1601 Hansen Drive SW | 95-864-0120<br>Lot 12, Block 1<br>West Park 5th Addition                 | Single Family<br>Addition          | HVAC for home addition                       | \$0.00       | \$26.00          |
| WI032643 | 5/3/2023    | Gilles/Megan S & Douglas P<br>1601 Hansen Drive SW | 95-864-0120<br>Lot 12, Block 1<br>West Park 5th Addition                 | Single Family<br>Addition          | plumbing for new addition                    | \$0.00       | \$71.00          |
| WI032644 | 5/1/2023    | Christianson/Jeanine/Etal(5)<br>900 5th St SE      | 95-250-1400<br>Block 7<br>Glarum`s Addition To Willmar                   | Reroofing<br>Residential Add/Alter | Residential Reroof                           | \$2,000.00   | \$31.00          |

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| Permit # | Issued Date | Owner and Site Address                              |                                                                      | Permit Sub-Type and Work Type                  | Description                                              | Valuation   | Total Permit Fee |
|----------|-------------|-----------------------------------------------------|----------------------------------------------------------------------|------------------------------------------------|----------------------------------------------------------|-------------|------------------|
| WI032645 | 5/3/2023    | Mendoza/Jennifer<br>1020 4th St SW                  | 95-280-0460<br>Block 3<br>Hanson's Addition To Willmar               | Reroofing<br>Residential Add/Alter             | Residential Reroof                                       | \$19,845.00 | \$39.92          |
| WI032651 | 5/2/2023    | Avendano/Alejandra Anna<br>1001 Hwy 12 E            | 95-914-2500                                                          | Reroofing<br>Commercial Add/Alter              | Commercial Reroof                                        | \$56,178.00 | \$646.59         |
| WI032652 | 5/9/2023    | Evenson/John K/Jr & Amanda<br>716 2nd St SE         | 95-410-0130<br>Block 1<br>Johnson's Subd.                            | Reroofing<br>Residential Add/Alter             | Residential Reroof                                       | \$12,257.00 | \$6.13           |
| WI032653 | 5/9/2023    | Besser/Heather/&Craig Schwartz<br>1107 16th St SW   | 95-042-0350<br>Block 1<br>Barnstad's Second Addition                 | Reroofing<br>Residential Add/Alter             | Residential Reroof                                       | \$8,931.00  | \$34.47          |
| WI032654 | 5/9/2023    | Orsten/Marilyn R<br>1513 10th St SE                 | 95-671-0190<br>Lot 9, Block 2<br>Pleasant View Second Addition       | Reroofing<br>Residential Add/Alter             | Residential Reroof & Residing                            | \$25,365.00 | \$92.68          |
| WI032655 | 5/23/2023   | Dincau/Robert & Rita<br>316 9th St SW               | 95-003-4280<br>Block 38<br>Willmar, Town Of (Original)               | Single Family<br>Replace                       | Boiler Replacement                                       | \$7,885.00  | \$1.00           |
| WI032656 | 5/3/2023    | Modern Mojo Properties, LLC<br>1708 1st St S        | 95-286-0020<br>Lot 2, Block 1<br>Har-Mar Foods Addition              | Siding<br>Commercial Add/Alter                 | Commercial Reside                                        | \$7,500.00  | \$141.00         |
| WI032657 | 5/3/2023    | Mehr/Madelyn G & Markus<br>624 15th St SW           | 95-040-0260<br>Block 4<br>Barnstad's Addition To The City Of Willmar | Drainage system<br>Residential Add/Alter       | Drainage system with sump, wall stabalizer support beams | \$16,000.00 | \$245.25         |
| WI032658 | 5/3/2023    | Merlani Properties, LLC<br>2400 Trott Ave SW        | 95-870-0500<br><br>Willmar Industrial Park                           | Commercial/Ind<br>Alt/Remodel                  | Install unit heater                                      | \$8,100.00  | \$85.05          |
| WI032659 | 5/3/2023    | Schmitz/Paul A & Regina L<br>303 Country Club Dr NE | 95-467-0340<br>Lot 4, Block 4                                        | Reroofing<br>Residential Add/Alter             | Residential Reroof                                       | \$8,000.00  | \$34.00          |
| WI032664 | 5/5/2023    | Mccormack/James & Robin<br>416 11th St NW           | 95-009-1540<br>Block 136<br>Second Addition To Willmar               | Install Egress Window<br>Residential Add/Alter | Egress Window                                            | \$1,100.00  | \$38.50          |

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|----------|-------------|---------------------------------------------------------|-------------------------------------------------------------------|------------------------------------|-----------------------------------------|--------------|------------------|
| WI032665 | 5/12/2023   | Bjerke/Lisa M<br>815 16th St SW                         | 95-042-0160<br>Block 1<br>Barnstad's Second Addition              | Reroofing<br>Residential Add/Alter | Residential Reroof                      | \$12,000.00  | \$36.00          |
| WI032666 | 5/9/2023    | Heil/Michael & Michelle<br>704 25th Ave SW              | 95-682-0320<br>Lot 12, Block 3<br>Portland Acres 2nd Addition     | Siding<br>Residential Add/Alter    | Residential Reside                      | \$8,000.00   | \$54.00          |
| WI032667 | 5/5/2023    | Nieland/Douglas & Marleen<br>501 Ann St SE              | 95-222-0310<br>Lot 1, Block 3<br>Ferrings 2nd Addition            | Reroofing<br>Residential Add/Alter | Residential Reroof                      | \$6,600.00   | \$3.30           |
| WI032668 | 5/5/2023    | Nieland/Marleen<br>502 Willmar Ave SW                   | 95-790-0050<br>Lot 5<br>Swan Nelson's Addition                    | Reroofing<br>Residential Add/Alter | Residential Reroof                      | \$6,000.00   | \$33.00          |
| WI032669 | 5/5/2023    | Nieland/Marleen<br>616 7th St NW                        | 95-300-0060<br>Lot 6<br>Harris Subd. Of Seminary                  | Reroofing<br>Residential Add/Alter | Residential Reroof                      | \$3,300.00   | \$31.65          |
| WI032670 | 5/5/2023    | Vanhauen/Douglas & Roxanne<br>1208 Ramblewood Ave SW    | 95-690-1200<br>Lot 20, Block 6<br>Ramblewood Addition             | Reroofing<br>Residential Add/Alter | Residential Reroof                      | \$4,000.00   | \$32.00          |
| WI032671 | 5/5/2023    | Folz/David & Tammy M<br>810 5th St SE                   | 95-250-0630<br>Block 4<br>Glarum's Addition To Willmar            | Reroofing<br>Residential Add/Alter | Residential Reroof                      | \$1,800.00   | \$31.00          |
| WI032672 | 5/9/2023    | Muehlbauer/Ronald & Priscilla<br>1100 Ramblewood Ave SW | 95-690-1150<br>Lot 15, Block 6<br>Ramblewood Addition             | Reroofing<br>Residential Add/Alter | Residential Reroof                      | \$8,391.00   | \$34.20          |
| WI032673 | 5/8/2023    | Schmidt/Scott M & Luann C<br>310 13th St SW             | 95-006-8380<br>Block 120<br>First Addition To The Town Of Willmar | Reroofing<br>Residential Add/Alter | Residential Reroof                      | \$4,200.00   | \$32.10          |
| WI032674 | 5/10/2023   | Elkjer/Joyce M/& Craig B<br>3205 Eagle Ridge Dr E       | 95-148-0250<br>Block 1<br>Eagles Landing                          | New<br>New Single-Family Dwelling  | New single family slab home             | \$279,000.00 | \$3,080.21       |
| WI032675 | 5/10/2023   | Elkjer/Joyce M/& Craig B<br>3205 Eagle Ridge Dr E       | 95-148-0250<br>Block 1<br>Eagles Landing                          | Single Family<br>New               | Plumbing for new single family dwelling | \$0.00       | \$241.00         |

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|----------|-------------|---------------------------------------------------|-------------------------------------------------------------------------|------------------------------------|-------------------------------------|-------------|------------------|
| WI032676 | 5/10/2023   | Elkjer/Joyce M/& Craig B<br>3205 Eagle Ridge Dr E | 95-148-0250<br>Block 1<br>Eagles Landing                                | Single Family<br>New               | HVAC for new single family dwelling | \$0.00      | \$56.00          |
| WI032677 | 5/8/2023    | Mikkelson/Jonathan & Danielle<br>1804 3rd St NE   | 95-467-1040<br>Lot 5, Block 1                                           | Reroofing<br>Residential Add/Alter | Residential Reroof                  | \$7,806.00  | \$33.90          |
| WI032678 | 5/12/2023   | Slagter/Bryent L & Jenna J<br>625 6th St SW       | 95-006-2060<br>Lot 8, Block 71<br>First Addition To The Town Of Willmar | Deck<br>Residential Add/Alter      | Railing system and resurface deck   | \$2,000.00  | \$63.25          |
| WI032679 | 5/9/2023    | Amberg/Valerie L & Thomas P<br>909 17th St SW     | 95-550-0240<br><br>Newberg`s Subd.                                      | Reroofing<br>Residential Add/Alter | Residential Reroof                  | \$11,000.00 | \$35.50          |
| WI032680 | 5/9/2023    | Mattson/Troy & Nancy<br>1610 15th St SW           | 95-864-0210<br>Lot 21, Block 1<br>West Park 5th Addition                | Reroofing<br>Residential Add/Alter | Residential Reroof                  | \$9,700.00  | \$34.85          |
| WI032681 | 5/9/2023    | Kemnitz/Sandra E&Donald W<br>1901 22nd Ave SW     | 95-885-1080<br>Lot 3, Block 2<br>Yorktown Estates                       | Reroofing<br>Residential Add/Alter | Residential Reroof                  | \$14,637.00 | \$37.32          |
| WI032682 | 5/9/2023    | Pond/Mathew M & Katelind A<br>524 10th St SW      | 95-006-0070<br>Lot 7, Block 57<br>First Addition To The Town Of Willmar | Reroofing<br>Residential Add/Alter | Residential Reroof                  | \$14,228.00 | \$37.11          |
| WI032683 | 5/10/2023   | Dresser/Chad A & Nicole S<br>1413 7th St SW       | 95-750-0400<br><br>Sub-Div. N1/2 Of Ne1/4                               | Reroofing<br>Residential Add/Alter | Residential Reroof                  | \$6,000.00  | \$33.00          |
| WI032684 | 5/18/2023   | Ochsendorf/Kevin L & Karen<br>806 23rd St SE      | 95-668-3010<br>Lot 1, Block 1<br>Pheasant Run                           | Reroofing<br>Residential Add/Alter | Residential Reroof                  | \$18,000.00 | \$39.00          |
| WI032685 | 5/18/2023   | Corneil/Thomas D & Karen A<br>705 11 1/2 Ave SE   | 95-230-0330<br>Lot 13, Block 2<br>Gesch Addition                        | Reroofing<br>Residential Add/Alter | Residential Reroof                  | \$14,400.00 | \$37.20          |
| WI032686 | 5/9/2023    | Brown/Roxanne<br>713 27th Ave SW                  | 95-684-0420<br>Lot 2, Block 4<br>Portland Acres                         | Reroofing<br>Residential Add/Alter | Residential Reroof                  | \$6,360.00  | \$33.18          |

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|----------|-------------|---------------------------------------------------|--------------------------------------------------------------|------------------------------------|----------------------|-------------|------------------|
| WI032687 | 5/12/2023   | Quist/Kenneth R & Shanna R<br>2308 Richland Dr SW | 95-696-0250<br>Lot 5, Block 3<br>Richland Acres              | Pool<br>Residential Add/Alter      | 20x40 inground pool  | \$0.00      | \$151.00         |
| WI032688 | 5/12/2023   | Dahlberg/Angela J<br>313 23rd St SE               | 95-668-0740<br>Lot 4, Block 4<br>Pheasant Run                | Reroofing<br>Residential Add/Alter | Residential Reroof   | \$6,000.00  | \$33.00          |
| WI032689 | 5/12/2023   | City Of Willmar<br>800 18th St SW                 | 95-916-3010                                                  | New<br>Commercial New              | New 8 x17 pump house | \$6,100.00  | \$208.89         |
| WI032690 | 5/10/2023   | Martins/Abby C<br>801 Olena Ave SE                | 95-662-0200<br>Lot 20, Block 1<br>Perkins 2nd Addition       | Reroofing<br>Residential Add/Alter | Residential Reroof   | \$6,877.00  | \$33.44          |
| WI032691 | 5/30/2023   | Hoeft Liv Trust/Patricia M<br>708 24th Ave SW     | 95-682-0020<br>Lot 2, Block 1<br>Portland Acres 2nd Addition | Reroofing<br>Residential Add/Alter | Residential Reroof   | \$6,150.00  | \$33.08          |
| WI032692 | 5/30/2023   | Stephens/Roger C & Lisa<br>1029 Hill Road SW      | 95-600-0480<br>Lot 18, Block 3<br>Orchard Hill, Nursery Add  | Reroofing<br>Residential Add/Alter | Residential Reroof   | \$2,900.00  | \$31.45          |
| WI032693 | 5/10/2023   | Rudnick/James J & Lisa B<br>1609 Hansen Drive SW  | 95-864-0100<br>Lot 10, Block 1<br>West Park 5th Addition     | Reroofing<br>Residential Add/Alter | Residential Reroof   | \$14,000.00 | \$37.00          |
| WI032694 | 5/12/2023   | Gay/Eh/& Ray Moo<br>1313 10th St SW               | 95-922-7390                                                  | Reroofing<br>Residential Add/Alter | Residential Reroof   | \$10,058.00 | \$35.03          |
| WI032695 | 5/12/2023   | Espelund/Michael Anthony<br>1129 7th St SW        | 95-090-2090<br>Lot 9<br>Booth's Addition To Willmar          | Reroofing<br>Residential Add/Alter | Residential Reroof   | \$3,063.00  | \$31.53          |
| WI032696 | 5/26/2023   | Jakobson/Kathy Sue<br>1213 11th St SE             | 95-670-0930<br>Lot 3, Block 5<br>Pleasant View Addition      | Reroofing<br>Residential Add/Alter | Residential Reroof   | \$12,223.00 | \$36.11          |
| WI032697 | 5/12/2023   | First Step Family Daycare<br>410 20th St NW       | 95-460-0060<br>Lot 6, Block 1<br>Lakeside Court              | Reroofing<br>Residential Add/Alter | Residential Reroof   | \$5,000.00  | \$32.50          |
| WI032698 | 5/19/2023   | Winckler/Donn A<br>401 19th St SE                 | 95-095-0360<br>Lot 6, Block 1<br>Boulder Ridge               | Reroofing<br>Residential Add/Alter | Residential Reroof   | \$20,000.00 | \$40.00          |

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|----------|-------------|-------------------------------------------------|------------------------------------------------|------------------------------------|--------------------|-------------|------------------|
| WI032699 | 5/19/2023   | Chan/Shari<br>403 19th St SE                    | 95-095-0350<br>Lot 5, Block 1<br>Boulder Ridge | Reroofing<br>Residential Add/Alter | Residential Reroof | \$20,000.00 | \$40.00          |
| WI032700 | 5/19/2023   | Boulder Ridge Properties, LLC<br>405 19th St SE | 95-095-0340<br>Lot 4, Block 1<br>Boulder Ridge | Reroofing<br>Residential Add/Alter | Residential Reroof | \$20,000.00 | \$40.00          |
| WI032701 | 5/19/2023   | Lindgren Rev Trust/Arllys J<br>407 19th St SE   | 95-095-0330<br>Lot 3, Block 1<br>Boulder Ridge | Reroofing<br>Residential Add/Alter | Residential Reroof | \$20,000.00 | \$40.00          |
| WI032702 | 5/19/2023   | Martin/Shirley<br>409 19th St SE                | 95-095-0320<br>Lot 2, Block 1<br>Boulder Ridge | Reroofing<br>Residential Add/Alter | Residential Reroof | \$20,000.00 | \$40.00          |
| WI032703 | 5/19/2023   | Loeth/Rickey L & Jody S<br>411 19th St SE       | 95-095-0310<br>Lot 1, Block 1<br>Boulder Ridge | Reroofing<br>Residential Add/Alter | Residential Reroof | \$20,000.00 | \$40.00          |
| WI032704 | 5/19/2023   | Johnson/Teresa M<br>501 19th St SE              | 95-095-0120<br>Lot 2, Block 1<br>Boulder Ridge | Reroofing<br>Residential Add/Alter | Residential Reroof | \$20,000.00 | \$40.00          |
| WI032705 | 5/19/2023   | Peters/William/Jr Etal (4)<br>503 19th St SE    | 95-095-0130<br>Lot 3, Block 1<br>Boulder Ridge | Reroofing<br>Residential Add/Alter | Residential Reroof | \$20,000.00 | \$40.00          |
| WI032706 | 5/19/2023   | Chamberlain/Mark S & Nancy<br>513 19th St SE    | 95-095-0180<br>Lot 8, Block 1<br>Boulder Ridge | Reroofing<br>Residential Add/Alter | Residential Reroof | \$20,000.00 | \$40.00          |
| WI032707 | 5/19/2023   | Hyser/Betty<br>515 19th St SE                   | 95-095-0190<br>Lot 9, Block 1<br>Boulder Ridge | Reroofing<br>Residential Add/Alter | Residential Reroof | \$20,000.00 | \$40.00          |
| WI032708 | 5/19/2023   | Colehour Estate/Sherry A<br>505 19th St SE      | 95-095-0140<br>Lot 4, Block 1<br>Boulder Ridge | Reroofing<br>Residential Add/Alter | Residential Reroof | \$20,000.00 | \$40.00          |
| WI032709 | 5/19/2023   | Gort/David W<br>507 19th St SE                  | 95-095-0150<br>Lot 5, Block 1<br>Boulder Ridge | Reroofing<br>Residential Add/Alter | Residential Reroof | \$20,000.00 | \$40.00          |
| WI032710 | 5/19/2023   | Grunwald/Marie G<br>509 19th St SE              | 95-095-0160<br>Lot 6, Block 1<br>Boulder Ridge | Reroofing<br>Residential Add/Alter | Residential Reroof | \$20,000.00 | \$40.00          |



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| Permit # | Issued Date | Owner and Site Address                              |                                                        | Permit Sub-Type and Work Type      | Description                 | Valuation   | Total Permit Fee |
|----------|-------------|-----------------------------------------------------|--------------------------------------------------------|------------------------------------|-----------------------------|-------------|------------------|
| WI032711 | 5/19/2023   | Christensen/George<br>511 19th St SE                | 95-095-0170<br>Lot 7, Block 1<br>Boulder Ridge         | Reroofing<br>Residential Add/Alter | Residential Reroof          | \$20,000.00 | \$40.00          |
| WI032712 | 5/16/2023   | Gahlon/Steven B & Jane F<br>828 Pleasant View Dr SE | 95-671-0900<br><br>Pleasant View Second Addition       | Reroofing<br>Residential Add/Alter | Residential Reroof          | \$8,817.00  | \$34.41          |
| WI032713 | 5/30/2023   | Hoover/Vaughn A<br>204 Augusta Ave SE               | 95-250-1000<br>Block 5<br>Glarum's Addition To Willmar | Reroofing<br>Residential Add/Alter | Residential Reroof          | \$3,750.00  | \$31.88          |
| WI032714 | 5/30/2023   | Kamstra/Clinton R & Linda<br>805 23rd St SE         | 95-668-3120<br>Block 2<br>Pheasant Run                 | Reroofing<br>Residential Add/Alter | Residential Reroof          | \$8,750.00  | \$34.38          |
| WI032715 | 5/30/2023   | Pattison/William & Sarah<br>305 18th Ave NE         | 95-467-1170<br>Lot 6, Block 3                          | Reroofing<br>Residential Add/Alter | Residential Reroof          | \$11,520.00 | \$35.76          |
| WI032716 | 5/30/2023   | Vanniejenhuis/Deadre<br>1103 4th St SW              | 95-280-1530<br>Block 8<br>Hanson's Addition To Willmar | Reroofing<br>Residential Add/Alter | Residential Reroof          | \$3,000.00  | \$31.50          |
| WI032717 | 5/30/2023   | Schwieger/Scott & Lois<br>1015 15th St SW           | 95-080-0320<br>Lot 2, Block 3<br>Bon-Van Acres         | Reroofing<br>Residential Add/Alter | Residential Reroof          | \$7,000.00  | \$33.50          |
| WI032718 | 5/16/2023   | Skretvedt/John P & Rachel L<br>1504 2nd St NE       | 95-467-0950<br>Lot 3, Block 2                          | Reroofing<br>Residential Add/Alter | Residential Reroof          | \$8,500.00  | \$34.25          |
| WI032719 | 5/18/2023   | Holien/Lonnie/& K Goldschmidt<br>1024 4th St SW     | 95-280-0470<br>Block 3<br>Hanson's Addition To Willmar | Reroofing<br>Residential Add/Alter | Residential Reroof          | \$2,800.00  | \$31.40          |
| WI032720 | 5/18/2023   | Holien/Lonnie/& K Goldschmidt<br>104 16th Ave NE    | 95-467-0910<br>Lot 2, Block 1                          | Reroofing<br>Residential Add/Alter | Residential Reroof          | \$3,800.00  | \$31.90          |
| WI032721 | 5/16/2023   | Breems/Marlin & Kerry<br>1120 3rd St SW             | 95-280-1460<br>Block 8<br>Hanson's Addition To Willmar | Reroofing<br>Residential Add/Alter | Residential Reroof & ReSide | \$19,521.00 | \$89.76          |

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|----------|-------------|----------------------------------------------------------|-----------------------------------------------------------------|------------------------------------------|-------------------------------------------------|-------------|------------------|
| WI032722 | 5/16/2023   | Wazwaz/Murad<br>1508 3rd St NE                           | 95-467-0800<br>Lot 1, Block 2                                   | Reroofing<br>Residential Add/Alter       | Residential Reroof                              | \$11,571.00 | \$35.79          |
| WI032723 | 5/16/2023   | Kibwota/Tiffany J & Alfred<br>2213 22nd St SW            | 95-715-2040<br>Lot 4, Block 8<br>Southgate Addition             | Reroofing<br>Residential Add/Alter       | Residential Reroof                              | \$6,171.00  | \$33.09          |
| WI032724 | 5/16/2023   | Venenga/James A &<br>Lachelle R<br>2109 20th Ave SW      | 95-601-0012<br>Lot 3, Block 1<br>Ortenblad's Homesites          | Reroofing<br>Residential Add/Alter       | Residential Reroof                              | \$7,465.00  | \$33.73          |
| WI032725 | 5/16/2023   | Vander Pol/Christina R<br>1113 4th St SW                 | 95-280-1510<br>Block 8<br>Hanson's Addition To<br>Willmar       | Reroofing<br>Residential Add/Alter       | Residential Reroof                              | \$6,129.00  | \$33.06          |
| WI032726 | 5/16/2023   | Adrian/Leslie<br>1613 16th Ave NW                        | 95-603-0370<br>Lot 27, Block 2<br>Oslo Heights                  | Reroofing<br>Residential Add/Alter       | Residential Reroof & Reside                     | \$12,000.00 | \$86.00          |
| WI032727 | 5/17/2023   | Hayunga/Wayne &<br>Kathleen<br>713 25th Ave SW           | 95-682-0410<br>Lot 1, Block 4<br>Portland Acres 2nd<br>Addition | Reroofing<br>Residential Add/Alter       | Residential Reroof                              | \$8,000.00  | \$34.00          |
| WI032734 | 5/30/2023   | Sietsema/Jeramy S<br>(Jeremy)<br>700 17th St SW          | 95-760-0010<br>Lot 1<br>Summit Addition                         | Garage<br>Residential Add/Alter          | New slab on grade foundation<br>for garage move | \$4,000.00  | \$145.96         |
| WI032735 | 5/17/2023   | Eka Hospitality Inc<br>1108 Business 71 N                | 95-390-0410<br>Block 3<br>Iverson Park                          | Reroofing<br>Commercial Add/Alter        | Commercial Reroof, 39 sq<br>shingles            | \$18,600.00 | \$284.05         |
| WI032736 | 5/16/2023   | Akerson/Valerie A<br>632 Ann St SE                       | 95-222-0800<br>Lot 9, Block 5<br>Ferrings 2nd Addition          | Reroofing<br>Residential Add/Alter       | Residential Reroof                              | \$11,003.00 | \$35.50          |
| WI032737 | 5/16/2023   | Napgezek/Suzanne H &<br>Marvin R<br>1412 Hansen Drive SW | 95-863-0440<br>Block 2<br>West Park 4th Addition                | Alteration<br>Residential Add/Alter      | Solar panel installation                        | \$2,600.00  | \$76.05          |
| WI032738 | 5/16/2023   | Moen/Jacob Daniel<br>1600 6th St SW                      | 95-922-6700                                                     | Reroofing<br>Residential Add/Alter       | Residential Reroof                              | \$8,000.00  | \$34.00          |
| WI032739 | 5/16/2023   | Holland/Jennifer<br>1018 13th St SW                      | 95-650-0050<br>Lot 5, Block 1<br>Pederson Subd.                 | Drainage system<br>Residential Add/Alter | 112LFT interior drain tile with<br>sump         | \$17,180.00 | \$270.84         |

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| Permit # | Issued Date | Owner and Site Address                            |                                                               | Permit Sub-Type and Work Type       | Description             | Valuation   | Total Permit Fee |
|----------|-------------|---------------------------------------------------|---------------------------------------------------------------|-------------------------------------|-------------------------|-------------|------------------|
| WI032740 | 5/17/2023   | Anderson/Tyler R<br>916 13th Ave SW               | 95-922-7160                                                   | Alteration<br>Residential Add/Alter | Foundation wall anchors | \$6,000.00  | \$115.25         |
| WI032741 | 5/17/2023   | Knight/Ellery R<br>1708 7 1/2 St SW               | 95-922-6520                                                   | Reroofing<br>Residential Add/Alter  | Residential Reroof      | \$3,500.00  | \$31.75          |
| WI032742 | 5/17/2023   | Kling/Steven L & Jeanne<br>809 24th St SE         | 95-668-4540<br>Lot 4, Block 1<br>Pheasant Run                 | Reroofing<br>Residential Add/Alter  | Residential Reroof      | \$15,000.00 | \$37.50          |
| WI032743 | 5/18/2023   | Noordmans/Duane W & Alvina H<br>809 15th St SW    | 95-080-0370<br>Lot 7, Block 3<br>Bon-Van Acres                | Reroofing<br>Residential Add/Alter  | Residential Reroof      | \$15,000.00 | \$37.50          |
| WI032744 | 5/18/2023   | Bouta/Dean T & Patricia A<br>1602 15th St SW      | 95-864-0200<br>Lot 20, Block 1<br>West Park 5th Addition      | Reroofing<br>Residential Add/Alter  | Residential Reroof      | \$15,000.00 | \$37.50          |
| WI032745 | 5/24/2023   | Arellano/Laurentina<br>922 4th St SW              | 95-280-0260<br>Lot 6, Block 2<br>Hanson's Addition To Willmar | Reroofing<br>Residential Add/Alter  | Residential Reroof      | \$6,500.00  | \$33.25          |
| WI032746 | 5/17/2023   | Demgen/Marcella<br>1209 Grace Ave SW              | 95-570-0420<br>Block 3<br>Nursery Addition                    | Reroofing<br>Residential Add/Alter  | Residential Reroof      | \$10,000.00 | \$35.00          |
| WI032747 | 5/17/2023   | Tensen/Matthew A & Jacquelynn<br>1913 20th Ave SW | 95-885-0410<br>Lot 1, Block 3<br>Yorktown Estates             | Reroofing<br>Residential Add/Alter  | Residential Reroof      | \$6,000.00  | \$33.00          |
| WI032749 | 5/18/2023   | Gatewood/Myrna<br>804 15th St SW                  | 95-042-0120<br>Block 1<br>Barnstad's Second Addition          | Reroofing<br>Residential Add/Alter  | Residential Reroof      | \$13,000.00 | \$36.50          |
| WI032750 | 5/18/2023   | Schaefer/Thomas<br>1315 16th St SW                | 95-863-0330<br>Block 2<br>West Park 4th Addition              | Reroofing<br>Residential Add/Alter  | Residential Reroof      | \$76,671.00 | \$68.34          |
| WI032751 | 5/26/2023   | Yule/Deborah<br>1208 28th St NW                   | 95-135-0530<br>Lot 3, Block 3<br>College View                 | Reroofing<br>Residential Add/Alter  | Residential Reroof      | \$16,375.00 | \$38.19          |
| WI032752 | 5/23/2023   | Hjelle/Mitchel A<br>1224 7th St SW                | 95-780-0130<br>Block 1<br>Sunnyside                           | Single Family<br>Replace            | Gas Furnace Replacement | \$5,791.00  | \$31.00          |

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|----------|-------------|----------------------------------------------------|----------------------------------------------------------|------------------------------------|----------------------------|-------------|------------------|
| WI032753 | 5/26/2023   | Baumgarn/Lisa M<br>1043 Hill Road SW               | 95-600-0520<br>Block 3<br>Orchard Hill, Nursery Add      | Reroofing<br>Residential Add/Alter | Residential Reroof         | \$17,490.00 | \$38.75          |
| WI032754 | 5/26/2023   | Baumgarn/Lisa M<br>1043 Hill Road SW               | 95-600-0520<br>Block 3<br>Orchard Hill, Nursery Add      | Siding<br>Residential Add/Alter    | Residential Reside         | \$1,840.00  | \$51.00          |
| WI032755 | 5/18/2023   | Stiles/Melissa Ann & Jason A<br>800 Mary Ave SE    | 95-914-2150                                              | Reroofing<br>Residential Add/Alter | Residential Reroof         | \$4,880.00  | \$32.44          |
| WI032756 | 5/19/2023   | Roemer/Phillip & Tammy<br>701 26th Ave SW          | 95-683-0440<br>Block 4<br>Portland Acres 3rd Addition    | Reroofing<br>Residential Add/Alter | Residential Reroof         | \$6,277.00  | \$33.14          |
| WI032757 | 5/30/2023   | Kleven/James J & Kimberly M<br>600 24th St SE      | 95-668-0980<br>Lot 8, Block 5<br>Pheasant Run            | Reroofing<br>Residential Add/Alter | Residential Reroof         | \$7,000.00  | \$33.50          |
| WI032758 | 5/19/2023   | Spencer/Eric/&Lyndsy Pickle<br>1420 16th St SW     | 95-863-0240<br>Lot 14, Block 1<br>West Park 4th Addition | Reroofing<br>Residential Add/Alter | Residential Reroof         | \$6,659.00  | \$33.33          |
| WI032759 | 5/24/2023   | Thaden/Scott L & Kristen L<br>1416 16th St SW      | 95-863-0230<br>West Park 4th Addition                    | Reroofing<br>Residential Add/Alter | Residential Reroof         | \$25,000.00 | \$42.50          |
| WI032760 | 5/24/2023   | Crow Liv Trust/Steven B & R R<br>618 Business 71 N | 95-911-0850                                              | Reroofing<br>Commercial Add/Alter  | Commercial Reroof & ReSide | \$40,000.00 | \$504.75         |
| WI032761 | 5/30/2023   | Figenskau/Jessica B<br>516 19th St SE              | 95-094-0220<br>Lot 3, Block 1<br>Boulder Point           | Reroofing<br>Residential Add/Alter | Residential Reroof         | \$24,000.00 | \$42.00          |
| WI032762 | 5/23/2023   | Eller/Trena M<br>621 Julii St SE                   | 95-222-1560<br>Block 8<br>Ferrings 2nd Addition          | Reroofing<br>Residential Add/Alter | Residential Reroof         | \$11,000.00 | \$35.50          |
| WI032763 | 5/23/2023   | Larsen/Chad/& Christine Larson<br>913 17th St SE   | 95-176-0130<br>Lot 4, Block 2<br>Emerald Pond            | Reroofing<br>Residential Add/Alter | Residential Reroof         | \$16,000.00 | \$38.00          |
| WI032764 | 5/26/2023   | Kuehnast/Douglas & Donna<br>2301 6th Ave SE        | 95-668-1110<br>Lot 1, Block 6<br>Pheasant Run            | Reroofing<br>Residential Add/Alter | Residential Reroof         | \$21,143.00 | \$40.57          |

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| Permit # | Issued Date | Owner and Site Address                              |                                                      | Permit Sub-Type and Work Type      | Description                     | Valuation    | Total Permit Fee |
|----------|-------------|-----------------------------------------------------|------------------------------------------------------|------------------------------------|---------------------------------|--------------|------------------|
| WI032765 | 5/19/2023   | Parker/Paul & Carol D<br>1250 11th St SW            | 95-690-0670<br>Block 4<br>Ramblewood Addition        | Reroofing<br>Residential Add/Alter | Residential Reroof              | \$28,000.00  | \$44.00          |
| WI032766 | 5/23/2023   | Christianson Propertes, LLC<br>401 28th St SE       | 95-882-0520<br>Lot 11, Block 4<br>Woodberry Addition | New<br>New Single-Family Dwelling  | Hew Home                        | \$314,772.00 | \$3,395.10       |
| WI032767 | 5/23/2023   | Christianson Propertes, LLC<br>401 28th St SE       | 95-882-0520<br>Lot 11, Block 4<br>Woodberry Addition | Single Family<br>New               | Plumbing for new house          | \$0.00       | \$227.00         |
| WI032768 | 5/23/2023   | Christianson Propertes, LLC<br>401 28th St SE       | 95-882-0520<br>Lot 11, Block 4<br>Woodberry Addition | Single Family<br>New               | HVAC for single family dwelling | \$0.00       | \$86.00          |
| WI032769 | 5/19/2023   | Villagran/Areli<br>2304 22nd Ave SW                 | 95-715-0280<br>Lot 18, Block 2<br>Southgate Addition | Reroofing<br>Residential Add/Alter | Residential Reroof              | \$5,828.00   | \$32.91          |
| WI032770 | 5/19/2023   | Mejia/Lorenzo Alamo/& Bertha<br>113 31st St NW      | 95-835-0330<br>Lot 10, Block 2<br>Vos Park           | Reroofing<br>Residential Add/Alter | Residential Reroof              | \$7,566.00   | \$33.78          |
| WI032771 | 5/26/2023   | Dittes/Kurt A & Jennifer<br>1524 Gorton Ave NW      | 95-916-3060                                          | Reroofing<br>Residential Add/Alter | Residential Reroof              | \$24,000.00  | \$42.00          |
| WI032773 | 5/24/2023   | Amundson/Nancy M<br>1123 Trott Ave SE               | 95-500-0130<br><br>Marlow`s Addition                 | Reroofing<br>Residential Add/Alter | Residential Reroof              | \$13,000.00  | \$36.50          |
| WI032774 | 5/24/2023   | Anderson/Russell W & Karen R<br>2014 9th St SW      | 95-697-0310<br>Lot 2, Block 1<br>Richland Estates    | Reroofing<br>Residential Add/Alter | Residential Reroof              | \$23,000.00  | \$41.50          |
| WI032775 | 5/24/2023   | Lippert/Michael & Sharon<br>2010 9th St SW          | 95-697-0300<br>Lot 1, Block 1<br>Richland Estates    | Reroofing<br>Residential Add/Alter | Residential Reroof              | \$23,000.00  | \$41.50          |
| WI032776 | 5/23/2023   | Deboer/Andrew J & Amber R<br>1239 16th St SW        | 95-863-0110<br>Block 1<br>West Park 4th Addition     | Reroofing<br>Residential Add/Alter | Residential Reroof              | \$6,650.00   | \$33.33          |
| WI032777 | 5/24/2023   | Hettver/Duane M & Cheryl A<br>3335 Eagle Ridge Dr W | 95-148-1020<br>Lot 2, Block 1<br>Eagles Landing      | Reroofing<br>Residential Add/Alter | Residential Reroof              | \$20,282.00  | \$40.14          |

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|----------|-------------|-----------------------------------------------------|----------------------------------------------------------------------|------------------------------------|--------------------|-------------|------------------|
| WI032778 | 5/26/2023   | Hoffman/Richard&Marcia Fluck<br>1112 Willmar Ave SW | 95-570-0360<br>Block 3<br>Nursery Addition                           | Reroofing<br>Residential Add/Alter | Residential Reroof | \$16,000.00 | \$38.00          |
| WI032779 | 5/30/2023   | Rime/Dealton N & Donna<br>1108 14th St SW           | 95-650-0280<br>Block 2<br>Pederson Subd.                             | Reroofing<br>Residential Add/Alter | Residential Reroof | \$8,000.00  | \$34.00          |
| WI032782 | 5/30/2023   | Piepenburg/Beth A<br>605 24th Ave SW                | 95-682-0270<br>Lot 7, Block 3<br>Portland Acres 2nd Addition         | Reroofing<br>Residential Add/Alter | Residential Reroof | \$7,000.00  | \$33.50          |
| WI032783 | 5/30/2023   | Jahnke/Michael J & Debra S<br>308 16th Ave NE       | 95-467-0410<br>Lot 1, Block 1                                        | Reroofing<br>Residential Add/Alter | Residential Reroof | \$10,500.00 | \$35.25          |
| WI032784 | 5/30/2023   | Berghuis/Jeffrey L<br>1801 Country Club Dr NE       | 95-465-0100<br>Block 2<br>First Addition To Lakewood On Willmar Lake | Reroofing<br>Residential Add/Alter | Residential Reroof | \$13,500.00 | \$36.75          |
| WI032785 | 5/24/2023   | Tucker/Brandon/& D Easterly<br>925 Meadow Lane SW   | 95-600-0170<br>Block 2<br>Orchard Hill, Nursery Add                  | Reroofing<br>Residential Add/Alter | Residential Reroof | \$13,500.00 | \$36.75          |
| WI032786 | 5/24/2023   | Schneider/Charles/& Maureen<br>2100 20th St SW      | 95-885-0130<br>Lot 13, Block 1<br>Yorktown Estates                   | Reroofing<br>Residential Add/Alter | Residential Reroof | \$8,400.00  | \$34.20          |
| WI032787 | 5/30/2023   | Negen/Michael J & Laura J<br>500 26th St SE         | 95-882-0690<br>Lot 28, Block 4<br>Woodberry Addition                 | Reroofing<br>Residential Add/Alter | Residential Reroof | \$20,000.00 | \$40.00          |
| WI032788 | 5/24/2023   | Valenzuela Solis/J/& Tamara<br>1501 10th St SE      | 95-671-0220<br>Lot 12, Block 2<br>Pleasant View Second Addition      | Reroofing<br>Residential Add/Alter | Residential Reroof | \$7,075.00  | \$33.54          |
| WI032789 | 5/26/2023   | Kee/Khe/& Shee J Thoo<br>805 Pioneer Circle SE      | 95-230-0490<br>Lot 9, Block 3<br>Gesch Addition                      | Reroofing<br>Residential Add/Alter | Residential Reroof | \$20,000.00 | \$40.00          |
| WI032790 | 5/26/2023   | Moo/Dah/& Kaw Yanw Do<br>320 Trott Ave SE           | 95-740-1110<br>Block 8<br>Spicer's Addition                          | Reroofing<br>Residential Add/Alter | Residential Reroof | \$7,562.00  | \$33.78          |



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|----------|-------------|--------------------------------------------------------|---------------------------------------------------------------------|----------------------------------------|-----------------------------------------|-------------|------------------|
| WI032791 | 5/24/2023   | Mattson/Vicky<br>700 24th St SE                        | 95-666-0010<br>Lot 1, Block 1<br>Pheasant Meadows                   | Siding<br>Residential Add/Alter        | Residential Reside                      | \$10,941.00 | \$55.47          |
| WI032792 | 5/24/2023   | Loge/Charlette I<br>702 24th St SE                     | 95-666-0020<br>Lot 2, Block 1<br>Pheasant Meadows                   | Siding<br>Residential Add/Alter        | Residential Reside                      | \$3,730.00  | \$51.87          |
| WI032793 | 5/24/2023   | Stone/Britta<br>702 Monongalia Ave SW                  | 95-006-2330<br>Block 73<br>First Addition To The Town<br>Of Willmar | Reroofing<br>Residential Add/Alter     | Residential Reroof                      | \$14,600.00 | \$37.30          |
| WI032797 | 5/26/2023   | Bennett/Hayden A E &<br>Maxine<br>109 34th Ave NE      | 95-148-1120<br>Lot 2, Block 2<br>Eagles Landing                     | Reroofing<br>Residential Add/Alter     | Residential Reroof                      | \$19,992.00 | \$40.00          |
| WI032798 | 5/26/2023   | Bonnema/Paula W<br>720 17th St SW                      | 95-760-0040<br>Lot 4<br>Summit Addition                             | Garage<br>Garage/Shed                  | New garage                              | \$25,735.00 | \$604.81         |
| WI032799 | 5/30/2023   | Gardner/Steven J & Kelly<br>S<br>2709 6th St SW        | 95-684-0800<br>Lot 1, Block 1<br>Portland Acres                     | Reroofing<br>Residential Add/Alter     | Residential Reroof                      | \$17,000.00 | \$38.50          |
| WI032800 | 5/30/2023   | Zimmer-Lohse/Shirley J<br>2713 6th St SW               | 95-684-0810<br>Lot 2, Block 1<br>Portland Acres                     | Reroofing<br>Residential Add/Alter     | Residential Reroof                      | \$17,000.00 | \$38.50          |
| WI032801 | 5/26/2023   | Jh, LLC<br>1031 30th St NW                             | 95-845-0010<br>Lot 1, Block 1<br>Unique Opportunities               | Fire Sprinkler/Fire Alarm<br>Apartment | Apartment Fire Alarm                    | \$19,742.00 | \$483.83         |
| WI032802 | 5/26/2023   | Larson/Matthew A &<br>Danielle K<br>2661 Fairway Dr NE | 95-212-0040<br>Lot 4, Block 1<br>Fairway Park Estates               | Reroofing<br>Residential Add/Alter     | Residential Reroof, Siding &<br>Windows | \$20,000.00 | \$90.00          |
| WI032804 | 5/30/2023   | Timm/Daniel & Tara<br>605 26th Ave NE                  | 95-137-0180<br>Block 2<br>Country Club Terrace                      | Reroofing<br>Residential Add/Alter     | Residential Reroof                      | \$12,000.00 | \$36.00          |
| WI032805 | 5/30/2023   | Thompson/Yvonne S<br>1421 18th St SW                   | 95-861-0230<br>Lot 3, Block 2<br>West Park 2nd Addition             | Reroofing<br>Residential Add/Alter     | Residential Reroof                      | \$9,068.00  | \$34.53          |
| WI032809 | 5/26/2023   | Klein/Brian J & Ashley J<br>1101 27th St NW            | 95-135-0940<br>Lot 14, Block 5<br>College View                      | Siding<br>Residential Add/Alter        | Residential<br>Reside/Windows/Doors     | \$5,000.00  | \$52.50          |

Issued Dates: 5/1/2023 to 5/31/2023  
 Report Name: Monthly External Permits Report  
 Permit Type(s): Building, Mechanical, Plumbing

## City of Willmar Monthly External Permits Report

Printed: 6/5/2023  
 Page: 16

| Permit #                                          | Issued Date | Owner and Site Address                               |                                                               | Permit Sub-Type and Work Type      | Description                                                | Valuation       | Total Permit Fee |
|---------------------------------------------------|-------------|------------------------------------------------------|---------------------------------------------------------------|------------------------------------|------------------------------------------------------------|-----------------|------------------|
| WI032818                                          | 5/30/2023   | Hines/Robert J & Carla<br>605 25th Ave SW            | 95-682-0470<br>Lot 7, Block 4<br>Portland Acres 2nd Addition  | Reroofing<br>Residential Add/Alter | Residential Reroof                                         | \$16,380.00     | \$38.19          |
| WI032821                                          | 5/31/2023   | Howe/Eddie L/Jr<br>304 26th Ave SW                   | 95-683-0710<br>Lot 21, Block 5<br>Portland Acres 3rd Addition | Reroofing<br>Residential Add/Alter | Residential Reroof                                         | \$6,738.00      | \$33.37          |
| WI032824                                          | 5/31/2023   | Willmar Municipal Utilities<br>812 Litchfield Ave SW | 95-003-3820<br>Block 34<br>Willmar, Town Of (Original)        | Alteration<br>Commercial Add/Alter | EPDM membrane replacement on walkways, railing replacement | \$2,600.00      | \$76.05          |
| WI032827                                          | 5/31/2023   | Rogers/John R & Deborah I<br>1008 16th St SW         | 95-550-0080<br><br>Newberg's Subd.                            | Reroofing<br>Residential Add/Alter | Residential Reroof                                         | \$13,000.00     | \$36.50          |
| Count: 175                                        |             |                                                      |                                                               |                                    | Totals:                                                    | \$7,818,918.00  | \$27,460.88      |
| Year-to-Date Summary (1/1/2023 through 5/31/2023) |             |                                                      |                                                               |                                    |                                                            |                 |                  |
| Count: 417                                        |             |                                                      |                                                               |                                    | YTD Totals:                                                | \$18,313,773.00 | \$125,138.87     |



### City Council Action Request

|                              |                                                |                                |                                                   |
|------------------------------|------------------------------------------------|--------------------------------|---------------------------------------------------|
| <b>Council Meeting Date:</b> | June 20, 2023                                  | <b>Agenda Item Number:</b>     | 10.A.                                             |
| <b>Agenda Section:</b>       | Public Hearing:                                | <b>Originating Department:</b> | Planning and Development                          |
| <b>Resolution:</b>           | No                                             | <b>Prepared By:</b>            | Justice Walker, Planning and Development Director |
| <b>Ordinance:</b>            | Yes                                            | <b>Presented By:</b>           | Justice Walker, Planning and Development Director |
| <b>Item:</b>                 | Public Hearing for Willmar Municipal Land Sale |                                |                                                   |

**RECOMMENDED ACTION:**

Staff is recommending the approval of the WMU land sale to Chaw's market

**OVERVIEW:**

Initially these land holdings were to accommodate WMU's expansion for a new facility. A recent study was conducted that proved the sites to be insufficient for their needs. As a result, WMU would like to sell the land to Chaw's Asian Market. The purchase agreement has been reviewed and approved by the Planning Commission.

**BUDGETARY/FISCAL ISSUES:**

\$280,000 for WMU

**ALTERNATIVES TO CONSIDER:**

**ATTACHMENTS:**

1. Ordinance Approving Land Sale to Chaw's Asian Market
2. Purchase Agreement- 810 Litchfield Ave SW- 05222023 (Buyer Signed Copy\_

**ORDINANCE NO.**

**AN ORDINANCE AUTHORIZING THE SALE OF REAL PROPERTY  
TO CHAW'S ASIAN MARKET , LLC**

The City Council of the City of Willmar hereby ordains as follows:

Section 1. AUTHORIZATION OF SALE. Finding it to be in the best interests of the City of Willmar, the Willmar City Council hereby authorizes the sale and conveyance of real property legally defined as

Legal Description for Parcel Nos. 95-003-3820 and 95-003-3830:

Lots 6, 7, 8 and 9, except the westerly 22 feet of Lot 9 measured to a line parallel with the west line of said Lot 9, all in Block 34 of the Original Town of Willmar, Kandiyohi County, Minnesota.

Legal Description for Parcel Nos. 95-003-3840 and 95-003-3860:

The Westerly 22 feet of Lot 9 measured to a line parallel with the West line of said Lot 9 and all of Lots 10, 11 and 12 of Block 34 of the Original Plat of the Town (now City) of Willmar, Kandiyohi County, Minnesota.

To Chaw's Asian Market, LLC by quit claim deed pursuant to the terms and conditions of sale set forth in a certain Purchase Agreement between the City and Chaw's Asian Market, LLC.

Section 2. EFFECTIVE DATE. This ordinance shall take effect after its adoption and second publication.

Passed by the City Council of the City of Willmar this 20<sup>th</sup> day of June, 2023.

ATTEST:

\_\_\_\_\_  
Judy Thompson, City Clerk

\_\_\_\_\_  
Doug E Reese, Mayor

VOTE:      \_\_\_ ASK    \_\_\_ ASMUS \_\_\_ BUTTERFIELD \_\_\_ DAVIS  
              \_\_\_ FAGERLIE \_\_\_ NELSEN \_\_\_ O'BRIEN \_\_\_ SHULDES

This Ordinance introduced by Council Member: Asmus

This Ordinance introduced on: June 5, 2023

This Ordinance published on: June 10, 2023

This Ordinance given a hearing on: \_\_\_\_\_

This Ordinance adopted on: \_\_\_\_\_

This Ordinance published on: \_\_\_\_\_

## COMMERCIAL PROPERTY PURCHASE AGREEMENT

This Commercial Property Purchase Agreement is made this 22nd day of May 2023, by and between Chaw's Asian Market, LLC, hereinafter referred to as "Buyer", and the Willmar Municipal Utilities Commission, an instrumentality of the City of Willmar, Minnesota, 700 SW Litchfield Avenue, Willmar, MN 56201, hereinafter referred to as "Seller."

### RECITALS

1. Seller is the owner of certain real estate, improvements, personal property, and leases (collectively, the "Property") located in the city of Willmar, Kandiyohi County, Minnesota:
  - a. **Real Property.** Real Property consisting of four parcels identified in the Kandiyohi County Assessor's Office as Parcel Nos. 95-003-3820, 95-003-3830, 95-003-3840, and 95-003-9860 and as legally described on the attached Exhibit A (the "Land").
  - b. **Improvements.** All buildings and improvements constructed or located on the Land (the "Improvements").
  - c. **Personal Property.** All of the fixtures, if any, situated in or about the Property owned by Seller and relating to the use and operation of the Property ("Personal Property").
  - d. **Leases.** Seller holds interests in and rights and responsibilities under leases relating to the Property which will remain in effect after the Closing, specifically including the following residential leases for units in the building on the Property ("Leases"):
    - 1) Residential Lease for Apartment #1 executed by Willmar Municipal Utilities through its Agent Lakes Area Realty and the tenants identified therein, dated September 2, 2015;
    - 2) Residential Lease for Apartment #2 executed by Willmar Municipal Utilities through its Agent Lakes Area Realty and the tenants identified therein, dated May 4, 2023;
    - 3) Residential Lease for Apartment #3 executed by Willmar Municipal Utilities through its Agent Lakes Area Realty and the tenants identified therein, dated August 5, 2019;
    - 4) Residential Apartment #4 is vacant.
2. Buyer desires to acquire Seller's interest in the Property, including the Leases, by voluntary sale.

3. Seller is willing to sell its interest in the Property “as is” without making any representations or warranties as to the condition of the Property or its suitability to Buyer’s purposes.

### **AGREEMENT**

In consideration of the mutual covenants and agreements of the parties hereto contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Offer/Acceptance. Buyer agrees to purchase and Seller agrees to sell the Property under the terms and conditions set forth in this Agreement.
2. Purchase Price. The purchase price for the Property shall be Two Hundred Eighty Thousand Dollars (\$280,000.00), payable as follows:
  - a. One thousand Dollars (\$1,000.00) as earnest money (“Earnest Money”), which Earnest Money shall be held by Seller, the receipt of which Seller hereby acknowledges; and
  - b. The balance, Two Hundred Seventy-Nine Thousand Dollars (\$279,000.00), by check or wire to be paid on the Closing Date.
3. No Representations or Warranties. Seller agrees to quit claim the Property to Buyer on the Closing Date without making any representations or warranties about the condition of the Property, and Buyer agrees to accept the Property “as is”, subject to the terms and conditions herein contained.
4. Seller’s Reserved Interests; Restrictions and Covenants. Seller’s conveyance of the Property to Buyer shall be subject to interests reserved to the Seller and restrictions and covenants as follows:
  - a. None.
5. Closing Date. The closing shall take place at the Buyer’s offices at 700 SW Litchfield Ave, Willmar, Minnesota 56201, or at such other place as may be agreed to mutually by the parties, on a date mutually agreed to by the parties, but no later than thirty (30) days after the Inspection/Due Diligence Period described in Section 12 has expired or is waived in writing by Buyer, subject to extension for title curative matters pursuant to Section 9 (the “Closing Date”). Seller agrees to deliver possession of the Property to Buyer on the Closing Date subject to the rights of tenants under the Leases.
6. Seller’s Closing Documents. On the Closing Date, Seller shall deliver to Buyer the following:



- a. Quit Claim Deed. A duly executed quit claim deed, conveying the entirety of Seller's interest in the Property to Buyer.
  - b. Seller's Affidavits. Seller shall provide a standard owner's affidavit and/or indemnity which may be reasonably required by the Title Company to issue an owner's policy of title insurance conforming to the requirements of Section 9 of this Agreement.
  - c. Well Certificate. If there are wells on the Real Property, a Well Certificate in the form required by Minn. Stat. § 1031.
  - d. Original Documents. To the extent reasonably available to Seller or Manager, original copies of the Leases, the Permits, Warranties, Plans and Records.
  - e. Other Affidavits. Any other affidavits or certificates that may be required under Minn. Stat. § 116.48, Subd. 6, or Sect. 115B.16 or other provisions of law.
  - f. Abstract. The abstract of title or the owner's duplicate certificate of title for the Real Property, if the same is in the Seller's possession.
  - g. Other. Such other documents as may reasonably be required to transfer fee title to the Property to Buyer and to enable the Title Company to provide the Title Policy as required by this Agreement.
7. Buyer's Closing Obligations. On the Closing Date, Buyer will deliver to Seller the Purchase Price (less the Earnest Money previously paid to Seller), by check or wire.
8. Contingencies.
- a. Buyer's Contingencies. The obligation of the Buyer to perform under this Purchase Agreement is contingent upon the timely occurrence or satisfaction of each of the following conditions:
    - i. On the Closing Date, title to the Property shall be acceptable to Buyer in accordance with the provisions of Section 9.
    - ii. The Inspection Period described in Section 12, shall have expired without Buyer's termination of the Purchase Agreement.
    - iii. Buyer has obtained financing or otherwise obtained funds sufficient to enable it to pay the Purchase Price.
    - iv. The contingencies in this section are solely for the benefit of, and may at any time be waived by, the Buyer. If any approval as provided

herein is not obtained by the Closing Date, this Agreement shall be null and void, and in this event, Seller may retain the earnest money paid by Buyer.

- b. Seller's Contingencies. The obligation of the Seller to perform under this Purchase Agreement is contingent upon the timely occurrence or satisfaction of each of the following conditions:
  - i. The Municipal Utility Commission of the City of Willmar shall approve the sale of the Property to Buyer consistent with the terms of this Agreement subject to the veto authority of the City Council of the City of Willmar.
  - ii. The City Planning Commission shall review the sale and provide a recommendation on the proposed conveyance as required by City Charter, Section 4.02, subd. 8.
  - iii. The Willmar City Council shall pass an ordinance authorizing the sale of the Property to Buyer consistent with the terms of this Agreement as required by Section 2.12, subdivision 1(G) of the City's Home Rule Charter.
  - iv. Buyer shall have performed all of its obligations required to be performed by Buyer under this Agreement as and when required under this Agreement.

9. Prorations. Seller and Buyer agree to the following prorations and allocation of costs regarding this Agreement.

- a. Title Insurance and Closing Fee. Buyer will pay all costs of the Title Commitment and all premiums required for the issuance of the Title Policy. Buyer will pay all costs relating to the title examination of the Property. Seller and Buyer will each pay half of any closing fee imposed by the Title Company. All other costs charged by the Title Company will be prorated as is normal and customary in the county in which the Property is located.
- b. Deed Tax. Buyer shall pay the state deed tax as required in order to convey the Property to Buyer.
- c. Real Estate Taxes and Special Assessments. General real estate taxes and installments of special assessments payable therewith payable in the year prior to the year of Closing and all prior years will be paid by Seller. General real estate taxes and installments for special assessments payable in the year of closing shall be prorated such that Seller shall pay such portion of such taxes and assessments attributable to the period beginning

on January 1 of the year in which the Closing Date takes place, and continuing through and including the Closing Date and Buyer shall pay such portion of such taxes attributable to the period beginning on the first day after the Closing Date takes place. If general real estate taxes due and payable during the year in which the Closing Date takes place have not yet been determined as of the Closing Date, Buyer and Seller shall prorate based on the last tax statement available.

- d. Recording Costs. Buyer will pay the cost of recording Seller's quit claim deed and Well Certificate, if any. Seller shall pay the cost of recording any documents necessary to perfect its own title or which release encumbrances other than Permitted Encumbrances.
- e. Other Costs. All other operating costs of the Property will be allocated between Seller and Buyer as of the Closing Date, so that Seller pays that part of such other operating costs accruing on or before the Closing Date, and Buyer pays that part of such operating costs accruing after the Closing Date.
- f. Rent. All rent owed under each of the residential leases shall be paid as provided in each lease to Seller until the Closing Date. All rent owed under the residential leases after the Closing Date shall be payable to Buyer. There will be no proration of the rent due under the residential leases. Buyer shall provide notice to tenants of this change to the payment of rent and form of payment.
- g. Attorneys' Fees. Each of the parties will pay its own attorneys', accountants' and consultants' fees.

10. Title. Seller shall quit claim the entirety of its interest in the Property to Buyer, and Buyer shall have the opportunity to satisfy itself that Seller's interest in the Property is free of encumbrances other than easements and restrictions of record which do not materially interfere with Buyer's intended use of the Property, the rights of the tenants in possession, and Permitted Exceptions as provided herein.

- a. Title Commitment. Buyer may at any time during the Inspection Period, obtain at its sole cost and expense, a title commitment ("Title Commitment") covering the Property and binding the title company ("Title Company") to issue at closing a current form ALTA Owner's Policy of Title Insurance ("Title Policy") in the full amount of the purchase price hereunder. Within thirty (30) days of the effective date of this Agreement, Seller shall deliver to Buyer one or more Abstracts of Title, if the same are in Seller's possession, covering all parcels that make up the Property.

- b. Objections. Within fifteen (15) business days after delivery of the Title Commitment to Buyer from its Title Company, Buyer may deliver to Seller such written objections as Buyer may have to the form and content contained therein. Seller shall make commercially reasonable efforts to satisfy such objections prior to the Closing Date.
- c. Buyer's Rights if Seller Fails to Cure Objections. If Seller delivers written notice to Buyer on or before the Closing Date that Seller is unable to satisfy any objection or if, for any reason, Seller is unable to convey title satisfactory to Buyer in accordance herewith, Buyer may, as Buyer's exclusive remedies, waive such objections and accept such title as Seller is able to convey or terminate this Agreement by written notice to Seller and receive a refund of the earnest money, provided that such termination notice must be delivered on or before the Closing Date.
- d. Permitted Exceptions. The following shall be deemed to be permitted exceptions:
- (1) Building and zoning laws, ordinances, state and federal regulations; and
  - (2) The lien of real property taxes payable in the year of Closing which by the terms of this Agreement are to be paid or assumed by Buyer.
  - (3) Matters contained in any title commitment or survey which Buyer is in possession of and for which Buyer does not make any objection to or waives any objection to and proceeds to closing on the Property.
  - (4) The following Leases as listed above:
    - 1) Residential Lease for Apartment #1 executed by Willmar Municipal Utilities through its Agent Lakes Area Realty and the tenants identified therein, dated September 2, 2015;
    - 2) Residential Lease for Apartment #2 executed by Willmar Municipal Utilities through its Agent Lakes Area Realty and the tenants identified therein, dated May 4, 2023;
    - 3) Residential Lease for Apartment #3 executed by Willmar Municipal Utilities through its Agent Lakes Area Realty and the tenants identified therein, dated August 5, 2019;
    - 4) Residential Apartment #4 is vacant.

11. Operation Prior to Closing. During the period from the date of Seller's acceptance of this Agreement to the Closing Date (the "Executory Period"), Seller shall operate and maintain the Property in the ordinary course of business in accordance with prudent, reasonable business standards, including the maintenance of adequate liability insurance and any currently-maintained insurance against loss by fire, windstorm and other hazards, casualties and contingencies, including vandalism and malicious mischief, provided, that Seller will not enter into any new leases, or renew any lease terms (other than on a month-to-month basis), or modify or terminate any lease, or accept the surrender of any leased premises, without the written consent of Buyer, which consent shall not be unreasonably withheld or delayed.

12. Damage. If, prior to the Closing Date, all or any part of the Property is substantially damaged by fire casualty, the elements or any other cause, Seller shall immediately give notice to Buyer of such fact and at Buyer's option (to be exercised within fifteen (15) days after Seller's notice), this Agreement shall terminate. In the event Buyer does not terminate this Agreement during the said fifteen (15) day period, Seller shall have the right, during the succeeding five (5) day period to terminate this Agreement by giving written notice thereof to Buyer. In the event either Buyer or Seller so terminates this Agreement, the parties will have no further obligations under this Agreement and any Earnest Money, together with any accrued interest, shall be refunded to Buyer.

13. Inspection/Due Diligence Period. Buyer shall have thirty (30) days from the effective date of this Purchase Agreement, subject to a reasonable extension if necessary pursuant to Section 13.c. below (the "Inspection/Due Diligence Period"), to (i) conduct such surveys, reviews, inspections and tests of the Property as Buyer in its sole discretion deems necessary or advisable, (ii) conduct a Phase I environmental site assessment of the Property and, if recommended in the Phase I assessment, a Phase II environmental site assessment of the Property, and (iii) obtain such federal, state and local governmental approvals and permits as Buyer in its sole discretion deems necessary or advisable for Buyers proposed development and use of the Property. Such inspection/due diligence by Buyer shall include, but not necessarily be limited to, the following:

- a. Seller shall allow Buyer and its agents, upon 24 hours advance verbal or written notice from Buyer to Seller, the right of any ingress and egress over and through the Property for the purpose of inspecting and testing the same and making other observations as Buyer deems prudent, necessary or advisable, all however, at Buyer's expense. Buyer agrees to indemnify and hold Seller harmless from all expense, injury, death, or property damage or claims of any kind whatsoever arising out of or in any way incidental to Buyer's presence on the Property for the purposes aforesaid, which indemnity and hold harmless obligation of Buyer shall survive termination of this Purchase Agreement for any reason. Buyer will return the Property to its original condition after any inspections and testing.

- b. If prior to the end of the Inspection/Due Diligence Period, Buyer finds any information or conditions relating to the Property or Buyer's proposed development and use thereof that are objectionable to Buyer in Buyer's sole discretion, Buyer shall have the right to terminate this Purchase Agreement by giving written notice of termination to Seller no later than the end of the Inspection/Due Diligence Period and in such case, any Earnest Money shall be promptly refunded to Buyer. For purposes of this Section, objectionable information or conditions means: (1) that the item or component being inspected is not fit for its intended purpose, that it is in violation of a public law, code or regulation, that it needs replacement, cleaning, repairs or service, or that it is missing essential parts; or, (2) that an environmental condition (such as for example radon, mold, well water contamination, asbestos, soil contamination, noise or vibration) exists at levels that are unacceptable to Buyer. However, an item or component is not in objectionable condition if its only imperfections are cosmetic or signs of wear and tear or diminished effectiveness associated with an item or component of its age, or because it is not new or perfect, or because it is legally nonconforming under current law.
- c. In the event that the Phase I environmental site assessment of the property conducted by Buyer recommends that a Phase II environmental site assessment of the property be completed, the parties shall agree to extend of the Inspection/Due Diligence Period as reasonably necessary to allow such Phase II environmental site assessment to be completed, and any other applicable time periods established herein shall be extended by the same amount of time as the Inspection/Due Diligence Period extension.

14. Purchase "As-Is". Subject to Buyer's right to terminate this Agreement during the Inspection/Due Diligence Period (Section 12), Buyer agrees to accept the condition of the Property, including specifically without limitation, the environmental and geological condition of the Property, in an "AS-IS" and with "ALL FAULTS" condition. Buyer's acceptance of title to the Property shall represent Buyer's acknowledgment and agreement that, except as expressly set forth in this Agreement: (i) Seller has not made any written or oral representation or warranty of any kind with respect to the Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose), (ii) Buyer has not relied on any written or oral representation or warranty made by Seller, its agents or employees with respect to the condition or value of the Property, (iii) Buyer has had an adequate opportunity to inspect the condition of the Property, including without limitation, any environmental testing, and to inspect documents applicable thereto, and Buyer is relying solely on such inspection and testing, and (iv) the condition of the Property is fit for Buyer's intended use. Buyer agrees to accept all risk of Claims (including without limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) whether past, present or future, existing or contingent, known or unknown, arising out of, resulting from or relating to the condition of the Property, known or unknown, contemplated or un contemplated,



suspected or unsuspected, including without limitation, the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated or will migrate from or to the Property.

For purposes of this Section, the following terms have the following meanings:

“Environmental Law” means the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §9601 et seq. the Federal Water Pollution Control Act, 33 U.S.C. §1201 et seq., the Clean Water Act, 33 U.S.C. §1321 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq., the Toxic Substances Control Act, 33 U.S.C. §1251 et seq., and the Minnesota Environmental Response and Liability Act, all as amended from time to time, and any other federal, state, local or other governmental code, statute, regulation, rule, law, permit, consent, license, order or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing and hereafter enacted; and

“Hazardous Substance” means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.

“Claim” or “Claims” means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgment, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney’s fees, consultant’s fees, costs, remedial action costs, cleanup costs and expenses which may be related to any claims).

15. Notices. Any notice required or permitted to be given by any party upon the other is given in accordance with this Agreement if it is directed to Seller by delivering it personally to a representative of Seller; or if it is directed to Buyer, by delivering to a representative of Buyer; or if mailed by United States registered or certified mail; return receipt requested, postage prepaid; or if transmitted by facsimile copy followed by mailed notice as above required, or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Buyer: John Harren, General Manager  
Willmar Municipal Utilities  
700 SW Litchfield Ave  
Willmar, MN 56201

If to Seller: \_\_\_\_\_  
\_\_\_\_\_

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Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit as aforesaid; provided, however, that if notice is given by deposit, that the time for response to any notice by the other party shall commence to run two (2) business days after any such deposit. Any party may change its address for the service of notice by giving advance written notice of such change to the other party, in any manner above specified.

16. Entire Agreement; Amendments. This Agreement represents the complete and final agreement of the parties and supersedes any prior or contemporaneous oral or written understanding between the parties. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in a writing executed by the parties. This Agreement may be amended only in writing, signed by both parties.

17. Binding Effect; Assignment. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. Each party agrees to give the other party notice prior to assigning its interest in the Property or this Agreement.

18. Controlling Law. The Parties acknowledge and agree that each has been given the opportunity to independently review this Agreement with legal counsel, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of this Agreement. The Parties have equal bargaining power, and intend the plain meaning of the provisions of this Agreement. In the event of an ambiguity in or dispute regarding the interpretation of this Agreement, the ambiguity or dispute shall not be resolved by application of any rule that provides for interpretation against the drafter of the Agreement. This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.

19. Remedies. If Buyer defaults under this Agreement and fails to cure such default within thirty (30) days after receipt of written notice from Seller identifying such default, then Seller has the right to immediately terminate this Agreement and retain the Earnest Money as liquidated damages, time being of the essence of this Agreement. The termination of this Agreement and retention of the Earnest Money will be the sole remedy available to Seller for such default by Buyer, and Buyer will not be liable for damages. If Seller defaults under this Agreement and fails to cure such default within thirty (30) days after receipt of written notice to from Buyer identifying such default, then Buyer has the right to immediately terminate this Agreement and have the Earnest Money returned to it. The termination of this Agreement will be Buyer's sole remedy for default by Seller, and Seller will not be liable for damage.

20. Counterparts. This Purchase Agreement may be executed in counterparts, each of which shall be deemed an original, and which together shall constitute a single, integrated contract.

21. Miscellaneous:

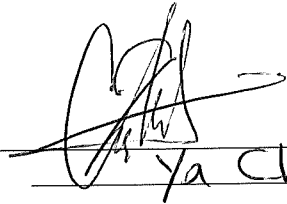
- a. The information contained in any rent roll to be made available to Buyer, and all other information concerning written leases and any tenancies in the Property not arising out of written leases, will be accurate as of the date set forth therein, or if no date is set forth therein, as of the Closing Date. There are no leases or tenancies for any space in the Property other than those set forth in said rent roll and other documents provided to Buyer and no renewal or extension options have been granted to tenants other than as set forth in said leases. The rents set forth are being collected on a current basis and there are no arrearages in excess of one (1) month. No tenant is entitled to rental concessions or abatements for any period subsequent to the Closing Date, and Seller is aware of no claim by any tenant that it is entitled to an offset against or abatement of any rent. No action or proceeding instituted against Seller by any tenant of the Property is presently pending in any court. The accounting for security deposits (and interest thereon) provided by Seller to Buyer is accurate and there are no security deposits other than those set forth thereon. Security deposits shall be conveyed by check to Buyer at closing and shall thereafter be maintained by Buyer consistent with applicable law.
- b. With respect to each of the Leases in effect on the Closing Date, Buyer and its successors and assigns shall not, for a period of six (6) months from the Closing Date or for the term of the respective residential lease agreement, whichever is longer, do any of the following:
  - (1) Increase the rent owed under any Lease in effect on the Closing Date, including any month-to-month lease agreements, by more than fifteen percent (15%);
  - (2) Substantively modify the terms of any residential lease agreement, including any month-to-month lease agreements; or
  - (3) Terminate any residential lease agreement in effect on the Closing Date, including any month-to-month lease agreements, unless valid grounds exist for the termination of the tenancy pursuant to a violation of the lease agreement.

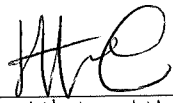
This provision will survive and be in full force and effect after the Closing, and shall not be deemed to have merged into any of the Closing Documents. Seller may enforce this provision by initiating an action in Kandiyohi County District Court.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed on the date above written.

**BUYERS:**

**CHAW'S ASIAN MARKET, LLC.**

By:  Ya Chaw

By:  Hteb Hteb Hta Rue

**SELLER:**

**WILLMAR MUNICIPAL UTILITIES  
COMMISSION**

By: \_\_\_\_\_  
Bruce DeBlieck, President

By: \_\_\_\_\_  
John Harren, General Manager

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Legal Description for Parcel Nos. 95-003-3820 and 95-003-3830:

Lots 6, 7, 8 and 9, except the westerly 22 feet of Lot 9 measured to a line parallel with the west line of said Lot 9, all in Block 34 of the Original Town of Willmar, Kandiyohi County, Minnesota.

Legal Description for Parcel Nos. 95-003-3840 and 95-003-3860:

The Westerly 22 feet of Lot 9 measured to a line parallel with the West line of said Lot 9 and all of Lots 10, 11 and 12 of Block 34 of the Original Plat of the Town (now City) of Willmar, Kandiyohi County, Minnesota.



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### City Council Action Request

|                              |                                |                                |                                                   |
|------------------------------|--------------------------------|--------------------------------|---------------------------------------------------|
| <b>Council Meeting Date:</b> | June 20, 2023                  | <b>Agenda Item Number:</b>     | 10.B.                                             |
| <b>Agenda Section:</b>       | Public Hearing:                | <b>Originating Department:</b> | Planning and Development                          |
| <b>Resolution:</b>           | No                             | <b>Prepared By:</b>            | Justice Walker, Planning and Development Director |
| <b>Ordinance:</b>            | Yes                            | <b>Presented By:</b>           | Justice Walker, Planning and Development Director |
| <b>Item:</b>                 | Public Hearing for GB-2 Rezone |                                |                                                   |

#### RECOMMENDED ACTION:

The Planning Commission recommends the following actions:

1. Motion to adopt, assign a number and publish ordinance
2. Motion to publish by summary

#### OVERVIEW:

This action would be the creation of the GB2 district. Staff had received steady stream of rezone requests within the Shopping Center district. Staff discouraged this trend, and pushed applicants to rezone on a larger scale instead of seeking piecemeal rezones. Seeing the gap between the General Business district and the Shopping Center district, staff wanted to create the GB2 district to allow more retail intensive General business.

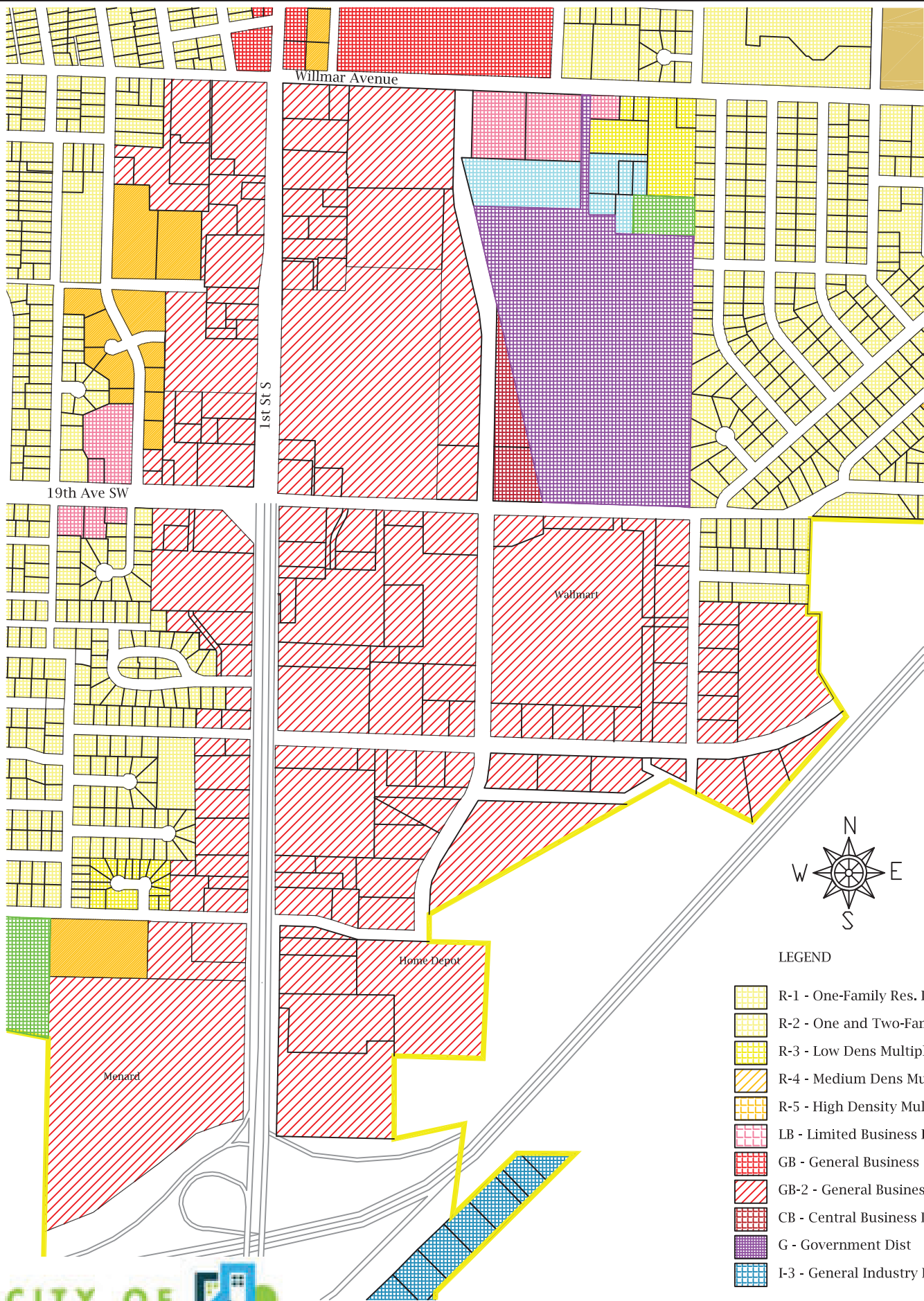
#### BUDGETARY/FISCAL ISSUES:

None

#### ALTERNATIVES TO CONSIDER:

#### ATTACHMENTS:

1. GB 2 Map
2. GB 2 Ordinance
3. Summary publication of GB-2 zoning district amendment
4. GB2 Rezone



LEGEND

-  R-1 - One-Family Res. Dist.
-  R-2 - One and Two-Family Res Dist
-  R-3 - Low Dens Multiple Fam Res
-  R-4 - Medium Dens Multiple Fam Res
-  R-5 - High Density Multiple Fam Res
-  LB - Limited Business Dist
-  GB - General Business
-  GB-2 - General Business 2
-  CB - Central Business Dist
-  G - Government Dist
-  I-3 - General Industry District



# ZONING PROPOSAL MAP - GB-2



**ORDINANCE NO.**

**AN ORDINANCE AMENDING NO. 1060 KNOWN AS  
WILLMAR ZONING ORDINANCE BY AMENDING SECTION 6  
TO CREATE SECTION 6.R**

The City Council of City of Willmar does ordain as follows:

SECTION 4. Ordinance 1060 is hereby amended by adding a new SECTION 6.R. so as to read as follows:

**R. GB-2. GENERAL BUSINESS DISTRICT-2**

1. Permitted Uses. Only the following uses shall be permitted outright:

|                                                    |                                                            |                                                                                       |
|----------------------------------------------------|------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Alterations / Tailor Shop                          | Music stores                                               | Fraternal / service clubs                                                             |
| Appliance sales and service                        | Office supplies stores                                     | Hotels / motels                                                                       |
| Art studios, including sale of prints and supplies | Offices, business and professional                         | Livestock feed sales                                                                  |
| Athletic / recreation facilities                   | Parking                                                    | Lumber yards (including misc. building materials)                                     |
| Automobile / light truck sales and service         | Pet stores                                                 | Mini-storage businesses                                                               |
| Automobile / truck parts and supplies sales        | Photo processing business                                  | Multi-businesses building and complexes                                               |
| Bait and tackle stores                             | Photo studios, including the sale of photographic supplies | Multiple-family dwelling units as a secondary use in a business structure             |
| Bakeries                                           | Printing shops                                             | Nurseries, greenhouses                                                                |
| Banks / financial institutions                     | Schools and colleges                                       | Plastering / drywall contractors shops                                                |
| Bicycle sales and service                          | Shoe stores                                                | Plumbing / heating / air conditioning / refrigeration / ventilation contractors shops |

|                                     |                                 |                                                    |
|-------------------------------------|---------------------------------|----------------------------------------------------|
| Broadcasting studios                | Small engines sales and service | Restaurants (including night clubs and fast foods) |
| Carpet / floor covering stores      | Sporting goods stores           | Roofing contractors shops                          |
| Churches                            | Tanning parlors                 | Seasonal businesses                                |
| Clothing stores                     | Tattoo parlors                  | Sheet metal contractors shops                      |
| Commercial day nurseries or schools | Theaters                        | Sign contractors shops                             |

|                                                   |                                         |                                                                            |
|---------------------------------------------------|-----------------------------------------|----------------------------------------------------------------------------|
| Computer / electric equipment sales and service   | Tire sales and service                  | Supermarkets / grocery stores (including convenience stores w/o gas sales) |
| Drug stores / pharmacies                          | Toy stores                              | Truck sales and service                                                    |
| Employment agencies                               | Veterinary clinics                      | Water conditioning contractors shops                                       |
| Fabric stores                                     | Video stores                            | Welding shops                                                              |
| Farm supplies sales                               | Welding supply stores                   | Family recreation                                                          |
| Flower shops                                      | Essential services and public uses      |                                                                            |
| Funeral homes / crematoriums                      | Brew pubs                               | Brewer taprooms                                                            |
| Furniture stores                                  | Armories, convention halls, auditoriums |                                                                            |
| Glass sales / service                             | Building contractors shops              |                                                                            |
| Hair care (barbers, beauty shops, salons etc)     | Bus terminals                           |                                                                            |
| Hardware stores                                   | Businesses s/drive up facilities        |                                                                            |
| Laundromats                                       | Car washes                              |                                                                            |
| Liquor sales, on and off.                         | Department stores                       |                                                                            |
| Medical / dental clinics                          | Discount stores                         |                                                                            |
| Motorcycle / snowmobile / boat sales and services | Electrical contractors shops            |                                                                            |
| Museums                                           | Fertilizer sales                        |                                                                            |

2. Permitted Uses With Plan Review. The following uses are permitted provided

plans are submitted to and approved by the Zoning Administrator and the Planning Commission, subject to such conditions as they may attach thereto:

- a. Planned unit developments.
- b. Multi-family dwelling structures (Ordinance 1461/2021)
- c. Amusement
- d. Malls

3. Conditional Uses. The following uses are permitted upon the granting of a conditional use permit by the Planning Commission, subject to such conditions as they may attach there to::

- a. Adult entertainment uses, as regulated in Section 3.Q.
- b. Flammable gas/liquid sales and storage (including gas stations and convenience stores with gas sales).
- c. ~~Planned unit developments.~~
- d. Recycling transfer stations.
- e. ~~Brewer taprooms. (Ordinance 1355/2014)~~
- f. ~~Multi-family dwelling structures (Ordinance 1461/2021)~~

4. Permitted Accessory Uses. The following accessory structures or uses of land shall be permitted:

- a. Detached storage or accessory buildings.

5. Lot Area, Width, and Setback Requirements. The following standards shall be the minimum requirements for development in the “GB” District:

|                              |        |
|------------------------------|--------|
| a. Lot Area<br>(Square feet) | 20,000 |
| b. Lot Width<br>(feet)       | 100    |
| c. Setbacks (feet)           |        |
| Front (r/w)                  | 25*    |
| Rear                         | 10     |
| Side, interior               | 10     |
| Side, street (r/w)           | 25*    |

\* All front or street setbacks along  
state/federal highways shall be a minimum of  
fifty (50) feet except for T.H.12 between 11<sup>th</sup>  
Street Southwest and Lakeland Drive.

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EFFECTIVE DATE. This Ordinance shall be effective from and after its adoption and second publication.

This Ordinance introduced by Council Member: Davis

This Ordinance introduced on: June 5, 2023

This Ordinance published on: June 10, 2023

This Ordinance given a hearing on: \_\_\_\_\_

This Ordinance adopted on: \_\_\_\_\_

This Ordinance published on: \_\_\_\_\_

**SUMMARY PUBLICATION OF CITY OF WILLMAR ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE AMENDING ORDINANCE NO. 1060 KNOWN AS THE WILLMAR  
ZONING ORDINANCE BY AMENDING SECTION 6 TO CREATE SECTION 6.R**

**Summary:** Ordinance No. \_\_\_\_ authorizes amends the City's Zoning Ordinance by creating a new General Business 2 (GB2) zoning district and associated permitted and conditional uses and lot area, width and setback requirements within such district.

The complete text of Ordinance No. \_\_\_\_ may be obtained at no charge at City Hall (333 6<sup>th</sup> Street Southwest, Willmar, MN 56201), or from the City's website at [www.willmarmn.gov](http://www.willmarmn.gov).

# GB-2 Rezone Explained

June 20<sup>th</sup>, 2023

City Council Presentation

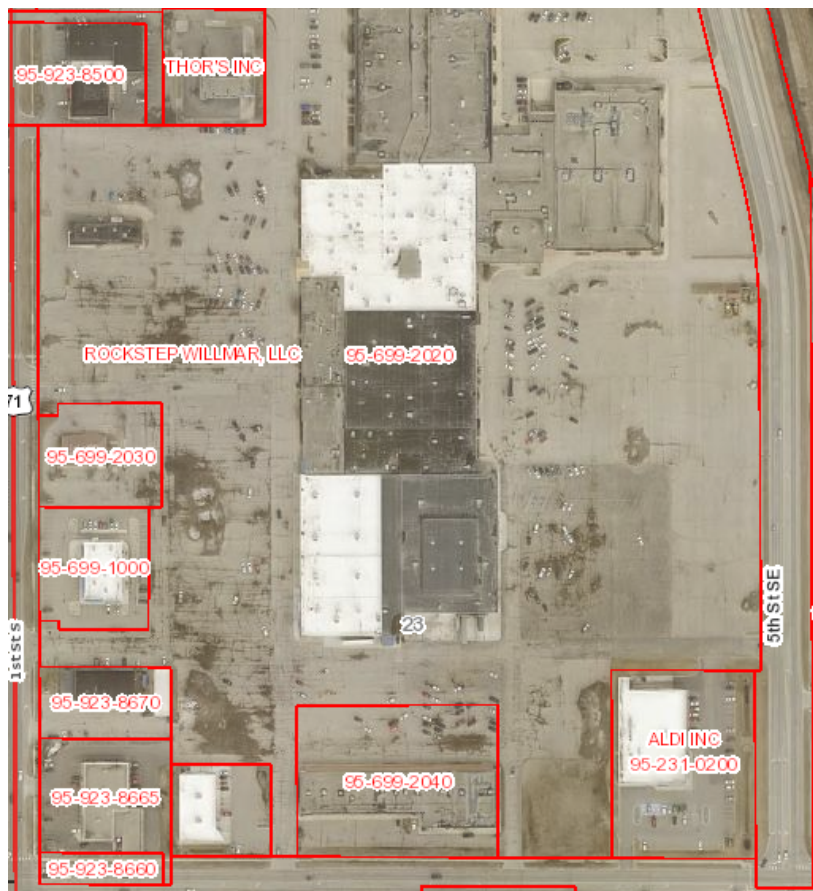
By Justice Walker, AICP

1

# Overview

- ◆ How did we get here?
- ◆ Evolution of the General Business District
- ◆ Future of the General Business
- ◆ GB-2 Explained
- ◆ Next Steps





# Catalyst for this Ordinance

- ◆ Outlot Development
  - ◆ Subdivide
  - ◆ Request Rezone
  - ◆ Rinse & Repeat



# GB District's Evolution

- ◆ 82 total uses
  - ◆ 52 By Right Uses
  - ◆ 29 Plan Review Uses
  - ◆ 4 Conditional Uses
- ◆ 4 Distinct Areas
- ◆ Influx of Residential
- ◆ Major Corridors

# Splitting the General Business District



4 Distinct Areas



4 Distinct Uses Groups

Large Scale Retail  
Industrial  
Neighborhood Scale Retail  
Office Space/Commercial



Possible Districts



# General Business 2 Explained

- ◆ Larger Footprint for Big Box Retail
- ◆ More permissible for retail uses
- ◆ Amusement & Restaurants
- ◆ Trademarked Signage



# Questions?



### City Council Action Request

|                              |                                           |                                |                                                   |
|------------------------------|-------------------------------------------|--------------------------------|---------------------------------------------------|
| <b>Council Meeting Date:</b> | June 20, 2023                             | <b>Agenda Item Number:</b>     | 10.C.                                             |
| <b>Agenda Section:</b>       | Public Hearing:                           | <b>Originating Department:</b> | Planning and Development                          |
| <b>Resolution:</b>           | No                                        | <b>Prepared By:</b>            | Justice Walker, Planning and Development Director |
| <b>Ordinance:</b>            | Yes                                       | <b>Presented By:</b>           | Justice Walker, Planning and Development Director |
| <b>Item:</b>                 | Public Hearing to Remove Parking Minimums |                                |                                                   |

**RECOMMENDED ACTION:**

Staff is recommending Council:

1. Motion to adopt, assign a number and publish ordinance
2. Motion to publish by summary

**OVERVIEW:**

The City's parking minimums have become outdated, and are more of a barrier to investment than a way to ensure sound development. Staff have received multiple variance requests to get under the parking minimums. The Zoning Board of Appeals has approved multiple parking variances over the years. This pattern of variance requests highlights the need to remove our parking minimums and let developers and staff determine what is needed on a case by case basis.

**BUDGETARY/FISCAL ISSUES:**

None

**ALTERNATIVES TO CONSIDER:**

**ATTACHMENTS:**

1. Parking Minimums Discussion
2. Parking Ordinance
3. Summary publication of parking requirements amendment - 2023

# How Much Parking Do We Need?

June 20<sup>th</sup>, 2023

City Council Presentation

By Justice Walker, AICP

1



# Overview



WHAT STARTED THIS?



GENERAL TREND FOR  
PARKING MINIMUMS



EXAMPLES FROM  
RECENT PLAN  
REVIEWS



PROPOSED  
ORDINANCE  
EXPLAINED

Catalyst for  
this Ordinance

Variance Requests

Developer Pushback

Staff Opinion

# Trend for Parking Minimums

Shift to reduce or  
remove parking  
minimums

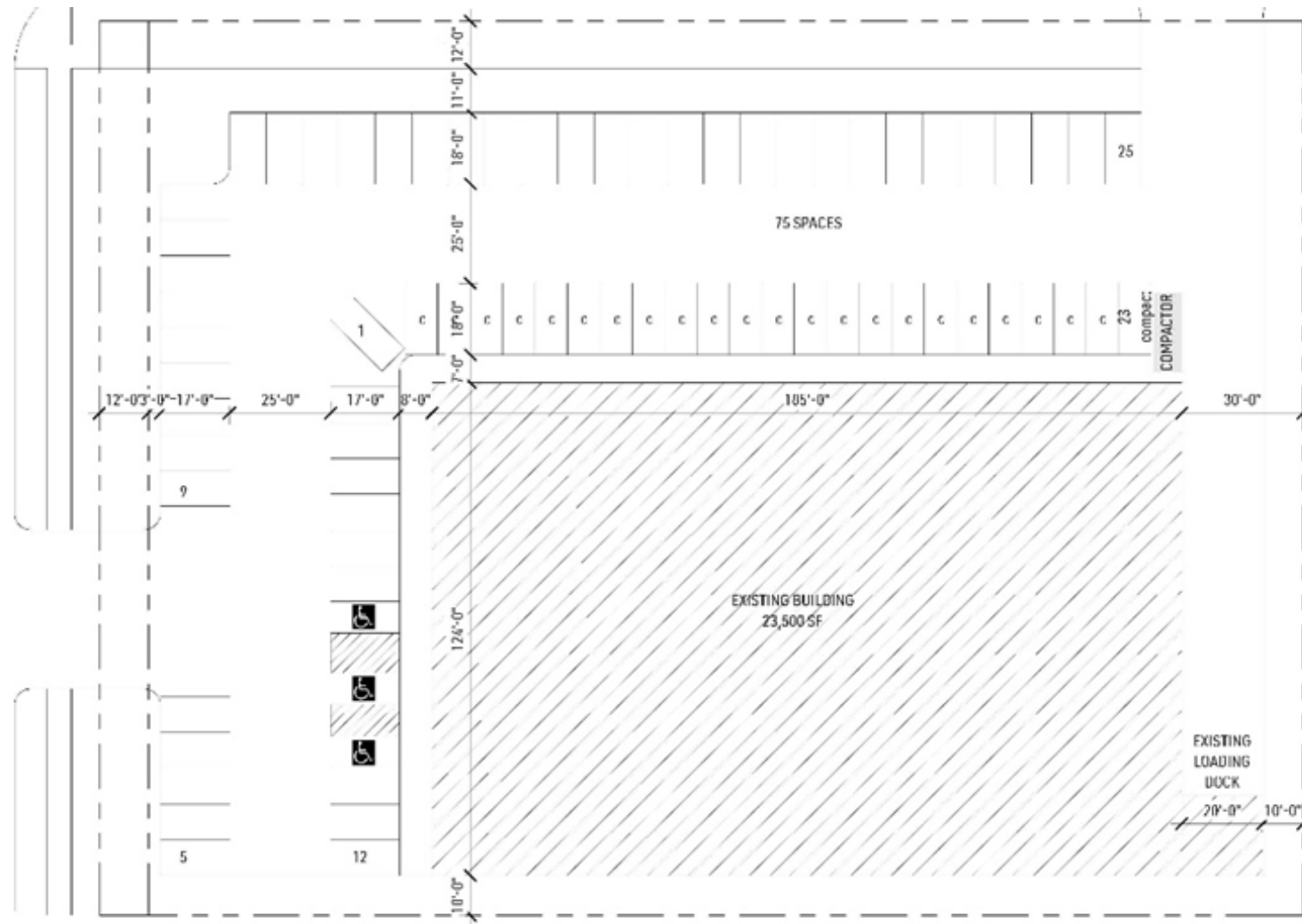
Small Towns with  
Citywide Parking  
Repeals

- Mason City, Iowa; Population: 26,931
- South St. Paul, MN; Population: 20,194
- Superior, Wisconsin; Population: 26,561

[Interactive Map](#)

# Recent Plan Reviews

- ◆ Farmrite
- ◆ TJ Maxx
- ◆ Slim Chicken
- ◆ Hobby Lobby



1 SITE PLAN  
1" = 30'-0"











# How would it work?

- ◆ Removes Parking Minimums
- ◆ 20% Permeable Pavement Required
- ◆ 4:1 Parking Space to Tree Requirement
- ◆ Staff Discretion

# Questions?

**ORDINANCE NO.**

**AN ORDINANCE AMENDING NO. 1060  
KNOWN AS THE WILLMAR ZONING ORDINANCE  
BY AMENDING SECTION 4 RELATING TO  
PARKING AND LOADING**

The City Council of City of Willmar does ordain as follows:

SECTION 4. Ordinance 1060 is hereby amended by adding a new SECTION 4.A.3.a so as to read as follows:

- a. All parking surfacing shall use at least 20% of permeable pavement.

SECTION 4. Ordinance 1060 is hereby amended by adding a new SECTION 4.A.4.a so as to read as follows:

- a. All parking lots shall provide at least one tree per each 4 (four) parking lot, location is subject of Planning and Development Department approval.

SECTION 4. Ordinance 1060 is hereby amended by adding a new text to SECTION 4.A.5.a so as to read as follows:

- a. Parking spaces required by this Ordinance shall be located on the same property as the principal use served. In the case of shared use of parking, parking spaces can be located in other property, according to Section 4.A.9.

SECTION 4. Ordinance 1060 is hereby amended by repealing SECTION 4.A.8 and adding new text to SECTION 4.A.8 so as to read as follows:

1. Maximum number of stall can be defined according to applicant demand and Planning and Development Department approval.
  - a. Parking space minimum is not specified. The number of spaces to be provided shall be based on requirements for similar uses, location of the proposed use, the number of employees on the largest shift, total square footage, potential customer use, or other expected demand and traffic generated by the proposed use. If the director of planning reasonably determines that a parking generation study should be prepared by a qualified professional, the director of planning may require submission of such a study to aid the director of planning in making a determination with respect to the number of required parking spaces. The Director of the Planning and Development Department may approve the minimum or maximum parking ratio for any use in this Section as follows:
    - (1) Horizontal and pedestrian safety signs shall be provided and maintained.
    - (2) Bike parking are mandatory in all new building approvals.
    - (3) The parking ratio is supported by a parking demand analysis provided by the applicant, including but not limited to:
      - i. Documentation supplied by the applicant regarding actual parking demand for the proposed use; or
      - ii. Evidence in available planning and technical studies relating to the proposed use; or
      - iii. Required parking for the proposed use as determined by other compatible

jurisdictions.

- (4) Periodic Review. The Director may require periodic review of the proposed review of the reduced parking supply to ensure the terms of the approval are being met.
- (5) To increase the maximum parking ratio, the applicant must show that shared or off-site parking is not available or adequate to meet demand.
- (6) Planning and Development Department can consult Planning Commission to accessorize the minimum or maximum parking ratio.

EFFECTIVE DATE. This Ordinance shall be effective from and after its adoption and second publication.

This Ordinance introduced by Council Member: Asmus

This Ordinance introduced on: June 5, 2023

This Ordinance published on: June 10, 2023

This Ordinance given a hearing on: \_\_\_\_\_

This Ordinance adopted on: \_\_\_\_\_

This Ordinance published on: \_\_\_\_\_

**SUMMARY PUBLICATION OF CITY OF WILLMAR ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE AMENDING ORDINANCE NO. 1060 KNOWN AS THE WILLMAR  
ZONING ORDINANCE BY AMENDING SECTION 4 RELATING TO PARKING AND  
LOADING**

**Summary:** Ordinance No. \_\_\_\_ authorizes amends the City's Zoning Ordinance by generally eliminating minimum parking requirements and establishing new project-specific criteria for determining parking requirements, and other requirements applicable to surface parking.

The complete text of Ordinance No. \_\_\_\_ may be obtained at no charge at City Hall (333 6<sup>th</sup> Street Southwest, Willmar, MN 56201), or from the City's website at [www.willmarmn.gov](http://www.willmarmn.gov).



## City of Willmar

### City Council Action Request

|                              |                                              |                                |                                       |
|------------------------------|----------------------------------------------|--------------------------------|---------------------------------------|
| <b>Council Meeting Date:</b> | June 20, 2023                                | <b>Agenda Item Number:</b>     | 11.A.                                 |
| <b>Agenda Section:</b>       | Regular Business                             | <b>Originating Department:</b> | Administration                        |
| <b>Resolution:</b>           | Yes                                          | <b>Prepared By:</b>            | Leslie Valiant, City Administrator    |
| <b>Ordinance:</b>            | No                                           | <b>Presented By:</b>           | Bill Fenske, Interim Finance Director |
| <b>Item:</b>                 | Authorize sale of GO Improvement Bonds 2023A |                                |                                       |

#### RECOMMENDED ACTION:

Motion by \_\_\_\_\_ and seconded \_\_\_\_\_ for Approving call for Public Hearing on an Ordinance Authorizing the Issuance of General Obligation Bonds Series 2023A. Roll Call Vote.

#### OVERVIEW:

On April 17, 2023 Council awarded nine street and parking lot improvements for a total as-bid budget of \$26,990,795.15. After State funding, City cash funding and assessment revenues, the General Obligation Improvement bond needed to fund street improvements is \$9,455,000. Section 2.12 of the City Charter requires that acts of the City Council which authorize the borrowing of money and levying of taxes shall be by ordinance.

#### BUDGETARY/FISCAL ISSUES:

Street and Parking Lot Improvement funding \$9,455,000

#### ALTERNATIVES TO CONSIDER:

#### ATTACHMENTS:

1. DOCSOPEN-#881037-v1-Willmar\_GO\_2023A\_RESOLUTION\_CALLING\_FOR\_HEARING\_ON\_ORDINANCE
2. SCHEDULE OF EVENTS Willmar 2023-2
3. Distribution List - City of Willmar 2023A

EXTRACT OF MINUTES OF A MEETING OF THE  
CITY COUNCIL OF THE  
CITY OF WILLMAR, MINNESOTA

HELD: June 20, 2023

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Willmar, Minnesota, was duly held on the 20<sup>th</sup> day of June, 2023, at 6:30 o'clock P.M.

The following members were present:

and the following were absent:

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION NO. \_\_\_\_\_  
RESOLUTION CALLING FOR PUBLIC HEARING ON AN  
ORDINANCE AUTHORIZING THE ISSUANCE OF  
GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2023A  
AND LEVYING TAXES FOR THE PAYMENT THEREOF

WHEREAS:

A. The City of Willmar (the "City") has heretofore undertaken to construct certain public improvements pursuant to Minnesota Statutes, Chapter 429, as more fully described in the proposed Ordinance set forth below.

B. Said improvements have heretofore been duly incorporated into the City's capital program in accordance with the City Charter.

C. It is necessary and desirable that the City of Willmar issue its General Obligation Improvement Bonds, Series 2023A in an aggregate principal amount not to exceed \$9,455,000 to finance various public improvement projects in the City, including without limitation street and related public improvement projects included in the 2023 Improvement Projects.

D. Section 2.12 of the City Charter requires that acts of the City Council which authorize the borrowing of money and levying of taxes shall be by ordinance.

E. Councilmember \_\_\_\_\_ introduced an Ordinance entitled "An Ordinance Authorizing the Issuance of up to \$9,455,000 General Obligation Improvement Bonds, Series 2023A and the Levying of Taxes to Secure Payment Thereof".



NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Willmar, Minnesota, as follows:

1. The City Clerk is authorized and directed to distribute a copy of said Ordinance to each Council Member, to the Mayor, and to the City Attorney, and to file a reasonable number of copies of the Ordinance in the office of the City Clerk and the following other public places:

- A. \_\_\_\_\_
- B. \_\_\_\_\_
- C. \_\_\_\_\_

2. This Council shall meet at the time and place specified in the form of notice hereinafter contained for the purpose of conducting a public hearing on the Ordinance and considering the Ordinance for adoption.

3. The City Clerk is hereby authorized and directed to cause notice of the time, place and purpose of said public hearing to be published in the local official newspaper of the City not less than seven days in advance of the date of hearing as required by the City Charter, which notice shall be substantially the form attached as **Exhibit A** hereto.

4. Upon sale of said bonds, the City Clerk shall compute the levy made by said Ordinance No. \_\_\_\_\_ commencing in or about the year 2024 and ending in or about the year 2038 upon all taxable property in the City, which tax shall be spread upon the tax rolls and collected with and as part of other general property taxes in said City in such an amount as is necessary to comply with Minnesota Statutes, Section 475.61, subd. 1. Said tax levy shall be irrevocable so long as any of said bonds are outstanding and unpaid, provided that the City reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, subd. 3.

5. No bonds shall be issued and no tax levy shall be effective in accordance with this resolution until (a) after the Ordinance has been duly adopted and published in accordance with the City Charter, and (b) the applicable 15-day period has elapsed with respect to said Ordinance and all appropriate bond resolutions during which period no Certificate of Intent is filed in accordance with Section 7.04(j) of the City Charter.

The motion for the adoption of the foregoing resolution was duly seconded by member \_\_\_\_\_ and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA                    )  
COUNTY OF KANDIYOHI                ) ss.  
CITY OF WILLMAR                        )

I, the undersigned, being the duly qualified and acting Clerk of the City of Willmar, Minnesota, DO HEREBY CERTIFY that I have carefully compared the attached and foregoing extract of minutes with the original minutes of a meeting of the City Council held on the date therein indicated, which are on file and of record in my office, and the same is a full, true and complete transcript therefrom insofar as the same relates to resolution calling for public hearing on an Ordinance Authorizing Issuance of General Obligation Improvement Bonds, Series 2023A and Levying Taxes for the Payment thereof.

WITNESS my hand as such Clerk this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

## EXHIBIT A

### NOTICE OF PUBLIC HEARING ON THE ADOPTION OF AN ORDINANCE

NOTICE IS HEREBY GIVEN by the City Council of the City of Willmar, Minnesota, that the City Council will conduct a public hearing on and consider adoption of the Ordinance described below, at the Kandiyohi County Health and Human Services Building Board Room located at 2200 23rd Street NE in the City, at 6:31 o'clock p.m. on the 17<sup>th</sup> day of July, 2023 said proposed Ordinance is as follows:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO \$9,455,000 GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2023A AND THE LEVYING OF TAXES TO SECURE PAYMENT THEREFOR.

The City of Willmar hereby ordains:

1. In accordance with Minnesota Statutes, Chapters 429 and 475, the City of Willmar has heretofore determined to construct and finance various public improvement projects in the City, including without limitation street and related public improvement projects included in the 2023 Improvement Projects.
2. In order to finance said improvements it is necessary to issue General Obligation Improvement Bonds of the City in the amount of up to \$9,455,000.
3. For the purposes of complying with Minnesota Statutes, Section 475.61, there will be levied a direct ad valorem tax upon all taxable property in the municipality in such amounts as are required by law to secure payment of said Bonds.
4. This Ordinance is adopted in order to authorize the borrowing of money and the issuance of General Obligation Improvement Bonds and the levying of taxes therefor as provided in Section 2.12 of the City Charter. Further details shall be set forth by resolution.

By Order of the City Council

/s/ Judy Thompson  
City Clerk

## City of Willmar, Minnesota

### General Obligation Improvement Bonds, Series 2023A

#### Schedule of Events

(As of: June 6, 2023)

| May 2023 |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | T  | F  | S  |
|          | 1  | 2  | 3  | 4  | 5  | 6  |
| 7        | 8  | 9  | 10 | 11 | 12 | 13 |
| 14       | 15 | 16 | 17 | 18 | 19 | 20 |
| 21       | 22 | 23 | 24 | 25 | 26 | 27 |
| 28       | 29 | 30 | 31 |    |    |    |

| June 2023 |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| S         | M  | T  | W  | T  | F  | S  |
|           |    |    |    | 1  | 2  | 3  |
| 4         | 5  | 6  | 7  | 8  | 9  | 10 |
| 11        | 12 | 13 | 14 | 15 | 16 | 17 |
| 18        | 19 | 20 | 21 | 22 | 23 | 24 |
| 25        | 26 | 27 | 28 | 29 | 30 |    |

| July 2023 |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| S         | M  | T  | W  | T  | F  | S  |
|           |    |    |    |    |    | 1  |
| 2         | 3  | 4  | 5  | 6  | 7  | 8  |
| 9         | 10 | 11 | 12 | 13 | 14 | 15 |
| 16        | 17 | 18 | 19 | 20 | 21 | 22 |
| 23        | 24 | 25 | 26 | 27 | 28 | 29 |
| 30        | 31 |    |    |    |    |    |

| August 2023 |    |    |    |    |    |    |
|-------------|----|----|----|----|----|----|
| S           | M  | T  | W  | T  | F  | S  |
|             |    | 1  | 2  | 3  | 4  | 5  |
| 6           | 7  | 8  | 9  | 10 | 11 | 12 |
| 13          | 14 | 15 | 16 | 17 | 18 | 19 |
| 20          | 21 | 22 | 23 | 24 | 25 | 26 |
| 27          | 28 | 29 | 30 | 31 |    |    |

| September 2023 |    |    |    |    |    |    |
|----------------|----|----|----|----|----|----|
| S              | M  | T  | W  | T  | F  | S  |
|                |    |    |    |    | 1  | 2  |
| 3              | 4  | 5  | 6  | 7  | 8  | 9  |
| 10             | 11 | 12 | 13 | 14 | 15 | 16 |
| 17             | 18 | 19 | 20 | 21 | 22 | 23 |
| 24             | 25 | 26 | 27 | 28 | 29 | 30 |

| October 2023 |    |    |    |    |    |    |
|--------------|----|----|----|----|----|----|
| S            | M  | T  | W  | T  | F  | S  |
| 1            | 2  | 3  | 4  | 5  | 6  | 7  |
| 8            | 9  | 10 | 11 | 12 | 13 | 14 |
| 15           | 16 | 17 | 18 | 19 | 20 | 21 |
| 22           | 23 | 24 | 25 | 26 | 27 | 28 |
| 29           | 30 | 31 |    |    |    |    |

00 Holiday

00 Significant Action

| Date                 | Event                                                                                                                         | Responsible Party   |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------|---------------------|
| Mon., May. 22        | Official Statement information request distributed.                                                                           | Baker Tilly         |
| Mon., Jun. 5         | Official Statement information due back to Baker Tilly.                                                                       | City Staff          |
| Tue., Jun. 13        | Public hearing notice for Bond Ordinance sent to City                                                                         | Bond Counsel        |
| Fri., Jun. 16        | Finalize Bond structure and prepare Terms of Proposal.                                                                        | Baker Tilly         |
| <b>Tue., Jun. 20</b> | <b>City Council introduces and calls for public hearing on Bond Ordinance</b>                                                 | <b>City Council</b> |
| Fri., Jun. 23        | Pre-Sale Summary Summary delivered to the City                                                                                | Baker Tilly         |
| Wed., Jun. 28        | Notice of public hearing for Bond Ordinance sent to the West Central Tribune for publication.                                 | City Staff          |
| Fri., Jun. 30        | First Draft of Preliminary Official Statement distributed for review.                                                         | Baker Tilly         |
| Fri., Jun. 30        | Bond Resolution delivered to the City                                                                                         | Bond Counsel        |
| Sat., Jul. 1         | Public hearing notice for Bond Ordinance published in paper (Notice must appear no fewer than 7 days prior to public hearing) |                     |

| Date                                             | Event                                                                                                                | Responsible Party                 |
|--------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| Wed., Jul. 12                                    | Comments to Baker Tilly on first draft of Preliminary Official Statement.                                            | City Staff<br>Bond Counsel        |
| Week of Jul. 17                                  | Due diligence form distributed for review.                                                                           | Baker Tilly                       |
| <b>Mon., Jul. 17</b>                             | <b>City Council considers Resolution authorizing the sale</b>                                                        | <b>City Council</b>               |
| <b>Mon., Jul. 17</b>                             | <b>City Council conducts public hearing on Bond Ordinance</b>                                                        | <b>City Council</b>               |
| Wed., Jul. 19                                    | Bond Ordinance submitted for publication in the West Central Tribune                                                 | City Staff                        |
| Sat., Jul. 22                                    | Publication date of Bond Ordinance. Ordinance goes into effect. (Beginning of 15-day petition period.)               |                                   |
| Mon., Jul. 24                                    | Revised draft of Preliminary Official Statement circulated to working group for final review and sign off.           | Baker Tilly                       |
| Mon., Jul. 24                                    | Draft Preliminary Official Statement and supporting documents sent to rating agency.                                 | Baker Tilly                       |
| Week of Jul. 31                                  | Rating Conference conducted.                                                                                         | City Staff<br>Baker Tilly         |
| Week of Jul. 31<br>(following Rating Conference) | Due diligence call conducted.                                                                                        | City Staff<br>Baker Tilly         |
| Sun., Aug. 6                                     | End of 15-day petition period.                                                                                       |                                   |
| Mon., Aug. 7                                     | Final comments due on revised draft of Preliminary Official Statement.                                               | City Staff<br>Bond Counsel        |
| Thu., Aug. 10                                    | Receipt of rating and rating report.                                                                                 | Rating Agency                     |
| Fri., Aug. 11                                    | Distribution of Preliminary Official Statement (with rating(s) on cover).                                            | Baker Tilly                       |
| Mon., Aug. 14                                    | Form of Award Resolution delivered to City.                                                                          | Bond Counsel                      |
| <b>Mon., Aug. 21</b>                             | <b>Sale of the Bonds (at 10 am CT) and consideration of award of the Bonds by the City contingent on no petition</b> | <b>City Staff<br/>Baker Tilly</b> |
| Mon., Aug. 28                                    | Distribution of Final Official Statement.                                                                            | Baker Tilly                       |
| Tue., Sep. 5                                     | Draft closing memorandum circulated for review.                                                                      | Baker Tilly                       |
| Thu., Sep. 7                                     | Final closing memorandum distributed.                                                                                | Baker Tilly                       |
| <b>Thu., Sep. 14</b>                             | <b>Receipt of proceeds and settlement of the Bonds.</b>                                                              | <b>All Parties</b>                |

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## City of Willmar, Minnesota

### General Obligation Improvement Bonds, Series 2023A

#### Distribution List

(As of: June 13, 2023)

**Email List:** lvaliant@willmarmn.gov; bfenske@willmarmn.gov; todens@willmarmn.gov; jthompson@willmarmn.gov; jboulton@kennedy-graven.com; kganley@kennedy-graven.com; doug.green@bakertilly.com; lauren.volz@bakertilly.com; jake.emeott@bakertilly.com; jacquelyn.wert@bakertilly.com

#### Issuer

##### City of Willmar

333 Southwest 6<sup>th</sup> Street  
PO Box 755  
Willmar, MN 56201

Ms. Leslie Valiant, City Administrator  
320-235-4913  
lvaliant@willmarmn.gov

Mr. Bill Fenske, Interim Finance Director  
320-235-4984  
bfenske@willmarmn.gov

Mr. Tom Odens, Finance Director  
320-235-4984  
todens@willmarmn.gov

Ms. Judy Thompson, City Clerk  
320-235-4913  
jthompson@willmarmn.gov

#### Municipal Advisor

##### Baker Tilly Municipal Advisors

30 East Seventh Street, Suite 3025  
Saint Paul, MN 55101

Mr. Doug Green, Director  
651-223-3086  
doug.green@bakertilly.com

Ms. Lauren Volz, Manager  
651-223-3027  
lauren.volz@bakertilly.com

Mr. Jake Emeott, Consultant  
651-223-3002  
jake.emeott@bakertilly.com

Ms. Jacquelyn Wert, Financial Analyst  
651-223-3084  
jacquelyn.wert@bakertilly.com

#### Bond Counsel

##### Kennedy & Graven, Chartered

150 S 5<sup>th</sup> St., Ste. 700  
Minneapolis, MN 55402-1299

Ms. Jennifer Boulton, Attorney  
612-337-9202  
jboulton@kennedy-graven.com

Ms. Kim Ganley, Paralegal  
612-337-9268  
kganley@kennedy-graven.com



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### City Council Action Request

|                              |                      |                                |                                       |
|------------------------------|----------------------|--------------------------------|---------------------------------------|
| <b>Council Meeting Date:</b> | June 20, 2023        | <b>Agenda Item Number:</b>     | 11.B.                                 |
| <b>Agenda Section:</b>       | Regular Business     | <b>Originating Department:</b> | Administration                        |
| <b>Resolution:</b>           | No                   | <b>Prepared By:</b>            | Leslie Valiant, City Administrator    |
| <b>Ordinance:</b>            | No                   | <b>Presented By:</b>           | Bill Fenske, Interim Finance Director |
| <b>Item:</b>                 | 2024 Budget Calendar |                                |                                       |

**RECOMMENDED ACTION:**

Motion to approve the 2024 Budget Calendar

**OVERVIEW:**

As part of the city budget process the City Council have reviewed and approved the Budget Calendar. The Budget Calendar outlines dates and processes for staff to follow to meeting all the required time frames established by State law.

**BUDGETARY/FISCAL ISSUES:**

None

**ALTERNATIVES TO CONSIDER:**

**ATTACHMENTS:**

1. Budget Calendar 2024



# **2024 BUDGET CALENDAR**

## **CALENDAR**

## **PROPOSED ACTION**

|                             |                                                                                                                                                                                                                                     |
|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| June 2, 2023                | Email sent to Department Heads for them to start preparing their budgets. Budget forms pertaining to prior and current year expenditures and revenues should be included on computer.                                               |
| June 12, 2023 (No Later)    | Budget Calendar: Mayor, City Administrator and Interim Finance Director to meet on establishing the Budget Calendar.                                                                                                                |
| June 14, 2023               | Administration reviews Capital Improvement Program (CIP) with Department Heads.                                                                                                                                                     |
| June 20, 2023               | CITY COUNCIL adopts Budget Calendar.                                                                                                                                                                                                |
| July 14, 2023               | Completed Department Heads' estimates must be entered and completed.                                                                                                                                                                |
| July 17, 2023               | City Council has CIP for scoring: Mayor shall prepare or cause to be prepared and submitted to the Council a five (5) year capital program at least three (3) months prior to the final date for submission of the proposed budget. |
| July 25, 2023               | Administration reviews Budget (may include Department Heads)                                                                                                                                                                        |
| August 7, 2023              | Mayor meets with the City Administrator and Finance Director to prepare the Mayor's Proposed Budget.                                                                                                                                |
| August 14, 2023             | Council work session on Capital Improvement Programs                                                                                                                                                                                |
| August 21, 2023 (Week of)   | Finance will have draft 2024 Budget including CIP<br>Review prepared PowerPoint with Mayor and City Administrator                                                                                                                   |
| August 26, 2023             | Publish a notice in the paper telling the public both the proposed Operating and Capital Improvement Budgets are on file and are open for inspection.                                                                               |
| August 30, 2023             | Final PowerPoint submitted with Council Action Request to Brittany                                                                                                                                                                  |
| September 5, 2023 (Tuesday) | Mayor presents Proposed Budget to CITY COUNCIL.<br><br>Adopt and Certify Proposed Levy to the County Auditor for the Truth in Taxation Requirements.                                                                                |
| September 6, 2023           | Publish a notice in the paper telling the public both the proposed Operating and Capital Improvement Budgets are on file and are open for inspection.                                                                               |
| September 18, 2023          | Mayor presents Proposed Budget to CITY COUNCIL (2 <sup>nd</sup> Meeting if necessary)                                                                                                                                               |
| November 18, 2023           | Publish notice in the paper telling the public both the Operating and Capital Improvement Budgets will be discussed at the Truth in Taxation Hearing.                                                                               |
| December 4, 2023            | City Council shall hold Truth in Taxation hearing to study the Proposed Budget. Date determined by County and School District Hearings.                                                                                             |
| December 18, 2023           | Continuation hearing if needed to Adoption of the Budget.                                                                                                                                                                           |
| December 31, 2023           | LAST DAY to Certification of the Tax Levy to the County.                                                                                                                                                                            |



### City Council Action Request

|                              |                                           |                                |                                    |
|------------------------------|-------------------------------------------|--------------------------------|------------------------------------|
| <b>Council Meeting Date:</b> | June 20, 2023                             | <b>Agenda Item Number:</b>     | 11.C.                              |
| <b>Agenda Section:</b>       | Regular Business                          | <b>Originating Department:</b> | Administration                     |
| <b>Resolution:</b>           | No                                        | <b>Prepared By:</b>            | Kyle Box, City Operations Director |
| <b>Ordinance:</b>            | No                                        | <b>Presented By:</b>           | Kyle Box, City Operations Director |
| <b>Item:</b>                 | Consider amendment to Social Media Policy |                                |                                    |

**RECOMMENDED ACTION:**

Council approve the amended Social Media Policy

**OVERVIEW:**

The current social media policy was adopted in 2012. The use and meaning of social media has and will continue to evolve; this amendment provides a complete overhaul to the current policy stating clear expectations for internal users and account managers of our social media sites.

The 2012 policy does not contain purpose or scope and also lacks detail on how to enforce the standards of the policy. The 2023 policy revision provides a purpose and scope in greater detail, making this policy clear for users of the policy.

**BUDGETARY/FISCAL ISSUES:**

N/A

**ALTERNATIVES TO CONSIDER:**

None Recommended

**ATTACHMENTS:**

1. 2023 Social Media Content Policy (clean copy)
2. 2012\_05\_10\_Willmar\_Social Media Content Policy

# City of Willmar, Minnesota

## Social Media Policy

Date Adopted: May 10, 2012

Revised: June 20, 2023

### **PURPOSE**

Social networking in government serves two primary functions: to communicate and deliver messages directly to citizens and to encourage citizen involvement, interaction, and feedback. Information, which is distributed via social networking must be accurate, consistent, and timely and meet the information needs of the City's intended audience. Social media is used for social networking, and this policy seeks to ensure proper administration of the City of Willmar's social media sites by its representatives.

The City has limited control of social media accounts with third parties (i.e., Facebook, Twitter, etc.). At the same time, the City of Willmar wishes to establish a positive and informative social media presence by which to share city related content, details about current city projects, events, and general city business. For municipal purposes, the City's social media accounts will be used for incidental, non-vital communication, and general information related to official city business relative to each account only. It is not the purpose of the city's social media accounts to be a medium for transactions of city business. The one exception is in the case of a natural or man-made disaster if it is determined by the City that the best means of communicating with the public is through the social media account(s).

### **DEFINITIONS**

#### **Social Media**

Social media are internet and mobile-based applications, websites, and functions, other than email, for sharing and discussing city related information, where users can post photos, video, comments, and links to other information to create content on relevant topics. This may also be referred to as "user-generated content" or "consumer-generated media." Social media includes an ever-emerging list of new web-based platforms. Some examples include but are not limited to Facebook, Twitter, blogs, YouTube, Instagram, Snapchat, etc.

#### **Employees and Agents**

As used in this policy, "employees and agents" means all City representatives, including its employees and other agents of the city, such as independent contractors or councilmembers.

#### **Social Media Manager**

"Social media manager" means any city employee or agent with administrator, editor, or moderator access who, when posting or responding to a post, appears to be the City social media account owner.

## **POLICY**

The City of Willmar will determine, at its discretion, how its web-based social media resources will be designed, implemented, and managed as part of its overall communication and information-sharing strategy.

The City of Willmar's social media accounts are considered a City asset, and administrator access to these accounts will be securely administered in accordance with the City's Computer Use Policy. The City reserves the right to shut down any of its social media sites or accounts for any reason without notice.

All social media websites created and utilized during the course and scope of an employee's performance of their job duties will be identified as belonging to the City of Willmar, including the link to the City's official website. The City of Willmar does not create or maintain social media accounts for its elected officials.

### **Scope**

This policy applies to any existing or proposed social media websites sponsored, established, registered, or authorized by the City of Willmar. The City's social media accounts are exclusively the following:

1. City of Willmar Facebook at [facebook.com/CityOfWillmar]
2. City of Willmar Instagram at [@cityofwillmar]
3. City of Willmar YouTube at [@CityofWillmar]
4. WRAC TV Facebook at [facebook.com/WRACTV]
5. Willmar Public Works Facebook at [facebook.com/people/Willmar-Public-Works-Department/100068813786255/]
6. Willmar Parks & Recreation Facebook at [facebook.com/WillmarParksRec]
7. Dorothy Olson Aquatic Center at [facebook.com/DOACWillmar]
8. Willmar Police Dept. Facebook at [facebook.com/CityofWillmarPolice/]
9. Willmar Police Dept. Twitter at [@WillmarPolice]
10. Willmar Fire Dept. Facebook at [facebook.com/willmarfiredepartment]
11. Willmar Main Street Facebook at [facebook.com/willmarmainstreet]
12. Willmar Main Street Instagram at [@willmarmainstreet]
13. Willmar Community Center Facebook at [facebook.com/WillmarCommunityCenter?locale=tl\_PH]
14. Willmar Community Center Instagram at [@willmarcommunity]

Beyond this list, the City does not create, collect, disseminate, or regulate use of any other social media accounts, including the personal accounts of its elected officials and staff. Questions regarding the scope of this policy should be directed to the City Administrator.

## Rules of Use

No one may establish social media accounts or websites on behalf of the City unless authorized in accordance with this policy.

- a. City employees with administrator, editor, or moderator access are responsible for managing City related social media accounts.
- b. Facilities or departments wishing to have a new social media presence must initially submit a request to City Administrator to ensure social media accounts are kept to a sustainable number and policies are followed. All approved sites will be clearly marked as the City of Willmar site and will be linked with the official City website, [www.willmarmn.gov](http://www.willmarmn.gov).
- c. Any City social media page must be clearly marked as a City of Willmar site and display or link to a public notice that informs the general public of the purpose of the social media presence and the terms one agrees to in accessing, using, or posting to the City's social media page.
- d. City social media accounts covered by this policy will not be used by any social media manager for private or personal purposes or for the purpose of expressing private or personal views on personal, political, or policy issues or to express personal views or concerns pertaining to City employment relations matters.
- e. No City social media account may be used by the City or any social media manager to disclose private or confidential information. No social media website should be used to disclose sensitive information; if there is any question as to whether information is private, confidential, or sensitive, contact the City Administrator.
- f. Outside of situations of disaster, no City social media account will be used for transactions of city business. In the event a user initiates a request, application, or question through social media that affects city business or requires another city policy or process to be followed, follow up with that user by phone, email, or other channels. If comments are allowed, in the event of a question of general interest, a response may be given in comments, the initial post may be edited, a subsequent post may be created to include the information.
- g. When using social media sites as a representative of the City, social media managers will act in a professional manner. Be aware that content will not only reflect on the writer, but also on the City as a whole, including elected official members of City groups, and other city employees.
- h. All established social media sites must have the following disclaimer, "Posts to this site will be monitored and subject to removal if deemed inappropriate."
- i. Administration of all City social media websites will comply with applicable laws, regulations, and policies, as well as proper business etiquette.

## POSTING AND RESPONDING TO COMMENTS

It is recommended that the Social Media Response Chart in Appendix A be utilized to decide how a post on a City social media account should be responded to - if at all. In addition, the following guidelines should be used when responding to a post.

- a. Always keep in mind the appropriateness of the content. Posts should be city related content, details about current city projects, events, and general city business.
- b. Be aware that all content added to a site is subject to open records/right to know laws and discovery rule.
- c. Do not provide nonpublic data, private or confidential information about a person, group or ongoing project or use related material as part of any content added to a site.
- d. Do not provide information related to pending decisions that would compromise negotiations.
- e. Avoid negative comments on community businesses and their services.
- f. When offering recognition of an award or achievement, obtain permission from the individual before posting.
- g. Never use harassing language (including sexually harassing language) or any other remarks, including insensitive language or derogatory, offensive, or insulting comments or jokes.
- h. Never post something you would not want the public to read. Avoid gossip, personal information, swearing, etc.
- i. Content must comply with any existing code of ethical behavior established by the City of Willmar.
- j. Make sure information is accurate and free of grammatical errors. Content may be edited for accuracy after being published *if* typos, grammatical errors, or inaccurate information was published by mistake.

## MONITORING POSTS

Comments posted by members of the public on City-sponsored sites will be removed if they are abusive, obscene, defamatory, in violation of the copyright, trademark right or other intellectual property right of any third party, or otherwise inappropriate or incorrect.

The following are examples of content by members of the public that may be removed by City staff after being published:

- a. Potentially libelous comments
- b. Information that compromises a public safety security system
- c. Statutorily private, confidential, or nonpublic data
- d. Obscene, pornographic, or racist comments
- e. Personal attacks, insults, or threatening language
- f. Plagiarized material or copyright infringement
- g. Private, personal information published without consent.
- h. Commercial promotions or spam
- i. Comments totally unrelated to the topic of the forum or hyperlinks to material that falls into one of the foregoing categories.

If a post is deemed to have one or more of the criteria listed above, it may be deleted by the social media manager using the following steps:

1. Take a screen shot of the post if possible
2. Send a copy of the screenshot to the Communications Technician. The record details will be obtained through the archive system for retention purposes.
3. Delete the post

A member of the public whose comment is removed may appeal the removal of the comment and seek reconsideration of its removal by contacting the City in writing and explaining how the comment does not fall into one of the categories for removal. A written response should be provided as soon as reasonably possible.

A member of the public who disputes the legality of any portion of this policy may dispute the portion in writing. The City should acknowledge the claim promptly and, upon consultation of the city attorney, respond to the claim concerning legality of the policy portion as soon as reasonably possible under the circumstances.

In extreme situations a person may be blocked from commenting to posts. The decision to block a person from commenting to posts or posting new items should be decided by the City Administrator. The block may be removed if the individual challenges the decision and initiates interpersonal communication with the City Administrator to clarify the City's position on the egregious nature of the post.

## **Inactivity and Removal of Sites**

Social media pages should be updated at least periodically. Sites not updated or that contain inaccurate information may be subject to deletion as determined by the City Administrator. A social media account should never be deleted without first consulting with the City Administrator for record keeping purposes.

## **Data Ownership and Retention**

All communications or messages within social media accounts covered by this policy composed, sent, or received on city or personal equipment are the property of the City and will be subject to the Minnesota Government Data Practices Act. This law classifies certain information as available to the public upon request. The City also maintains the sole property rights to any image, video or audio captured while a City employee is representing the City in any capacity.



## *SAMPLE PUBLIC NOTICE*

The purpose of the City of Willmar's social media presence is to provide members of the community with information in more places and in more ways than were traditionally available. All content of this site is public and is subject to disclosure pursuant to the Minnesota Government Data Practices Act. Please be aware that anything you post may survive deletion, whether by you or others. Do not post sensitive or personally identifiable information, such as social security numbers.

Following or "friending" persons or organizations is not an endorsement by the City and is only intended as a means of broadening communication. The City is not responsible for content found at links to third parties, nor the views or opinions expressed by third-party comments.

Please be advised that comments falling into the following category or categories may be removed:

- Obscene or pornographic content
- Direct threats to persons or property
- Material asserted to violate the intellectual property of another person.
- Private, personal information about a person published without his/her consent.
- Information that endangers the public by compromising a public safety security system
- Statutorily private, confidential, or nonpublic data
- Commercial promotions or spam
- Hyperlinks to material that falls into at least one of the foregoing categories.

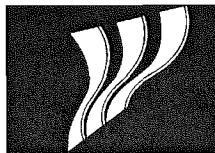
Should your comment be removed by the City and you believe it does not fall into one of the above categories, contact the Communications Technician in writing to explain how the comment does not fall into one of these categories.

Should you wish to challenge the legality of any portion of this notice or the City's social media policy, you may contact the Communications Technician in writing and explain the basis for the challenge in detail.

If you have any other questions about the City of Willmar's social media page, contact the Communications Technician 320-214-5173.

By accessing, using, or posting to this City of Willmar's social media page, you acknowledge you have been advised of the foregoing.

Thanks for stopping by!



## INFORMATION SYSTEMS

### POLICY

TITLE: SOCIAL MEDIA CONTENT POLICY

DESCRIPTION:

POLICY

DATE ISSUED: 2012-10-05

REVISED:

When communicating information with the public over the City's official social media accounts, the following is a guideline of the information that may be posted:

- All City press releases
- Tips and suggestions for citizens relating to department regulations
- Public interest City events (ex. PD or FD cases)
- City or department events (refer to Upcoming Events Policy)

#### Additional Notes:

- An employee posting information must be trained on the Minnesota Data Practices Act and confirm the information does not violate the law.
- An employee must avoid posting information or comments that are critical, false or disparaging, or could be damaging to the City's reputation.
- An employee may not express their individual viewpoint. All content must be the official voice of the City of Willmar.
- Information should be fact-checked prior to being posted. If a factual mistake is made, it should be corrected as soon as possible, and should be noted as "corrected."
- The Electronic Communications Committee shall be the moderator for content which falls out of the scope of this policy. If there is any doubt, this committee, or the City Administrator should be consulted.

Information Systems Coordinator

City Administrator



### City Council Action Request

|                              |                                                                                |                                |                           |
|------------------------------|--------------------------------------------------------------------------------|--------------------------------|---------------------------|
| <b>Council Meeting Date:</b> | June 20, 2023                                                                  | <b>Agenda Item Number:</b>     | 11.D.                     |
| <b>Agenda Section:</b>       | Regular Business                                                               | <b>Originating Department:</b> | City Clerk                |
| <b>Resolution:</b>           | No                                                                             | <b>Prepared By:</b>            | Judy Thompson, City Clerk |
| <b>Ordinance:</b>            | No                                                                             | <b>Presented By:</b>           | Judy Thompson, City Clerk |
| <b>Item:</b>                 | Consideration of Sale of THC Product License- Mohammed Hasee LLC dba Mr. Smoke |                                |                           |

**RECOMMENDED ACTION:**

Approve the Sale of THC Product License, Pending Police Department Approval, on a Roll Call Vote

**OVERVIEW:**

On September 19, 2022, the City Council Adopted Ordinance No. 1487 regulating the sale of tetrahydrocannabinol products in the City of Willmar. Below is an establishment that has submitted a license application for approval.

Mohammed Hasee LLC dba Mr. Smoke, located at 1709 1st Street S, has submitted a Sale of THC Products License application with plans to sell THC products.

**BUDGETARY/FISCAL ISSUES:**

\$2,000.00 Annual License Fee

**ALTERNATIVES TO CONSIDER:**

Deny the approval of the requested license application.

**ATTACHMENTS:**

None



### City Council Action Request

|                              |                                                         |                                |                                                   |
|------------------------------|---------------------------------------------------------|--------------------------------|---------------------------------------------------|
| <b>Council Meeting Date:</b> | June 20, 2023                                           | <b>Agenda Item Number:</b>     | 11.E.                                             |
| <b>Agenda Section:</b>       | Regular Business                                        | <b>Originating Department:</b> | Planning and Development                          |
| <b>Resolution:</b>           | Yes                                                     | <b>Prepared By:</b>            | Riley Kennedy, Main Street Coordinator            |
| <b>Ordinance:</b>            | No                                                      | <b>Presented By:</b>           | Justice Walker, Planning and Development Director |
| <b>Item:</b>                 | Accepting Willmar Area Community Foundation Grant Funds |                                |                                                   |

**RECOMMENDED ACTION:**

Approve resolution accepting \$2,000 funds from the Willmar Area Community Foundation.

**OVERVIEW:**

The Willmar Area community Foundation has contributed \$2,000 to support the Main Street program bringing artistic and culturally focused events to downtown Willmar. Plans for these funds are still being discussed.

**BUDGETARY/FISCAL ISSUES:**

\$2,000 to Main Street funding

**ALTERNATIVES TO CONSIDER:**

None

**ATTACHMENTS:**

1. Resolution WCF Grant

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING ACCEPTANCE OF  
A GRANT FROM WILLMAR COMMUNITY FOUNDATION.**

Motion By:\_\_\_\_\_ Second By:\_\_\_\_\_

BE IT RESOLVED by the City Council of the City of Willmar that the grant from the Willmar Community Foundation for Willmar Main Street in the amount of \$2,000.00 is accepted.

The Mayor and City Administrator are authorized to execute this agreement and any amendments on behalf of the City of Willmar.

Dated this 20<sup>th</sup> day of June 2023

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY CLERK



### City Council Action Request

|                              |                                      |                                |                                                   |
|------------------------------|--------------------------------------|--------------------------------|---------------------------------------------------|
| <b>Council Meeting Date:</b> | June 20, 2023                        | <b>Agenda Item Number:</b>     | 11.F.                                             |
| <b>Agenda Section:</b>       | Regular Business                     | <b>Originating Department:</b> | Planning and Development                          |
| <b>Resolution:</b>           | No                                   | <b>Prepared By:</b>            | Justice Walker, Planning and Development Director |
| <b>Ordinance:</b>            | No                                   | <b>Presented By:</b>           | Justice Walker, Planning and Development Director |
| <b>Item:</b>                 | Planning & Development Grant Updates |                                |                                                   |

**RECOMMENDED ACTION:**

**OVERVIEW:**

In March, the Council approved the Planning Department to apply for several grants. To date, the City has received funding from several grant applications, and the Planning Department would like to update the Council regarding the plans for the grant funding received.

Grant List:

- SMAC Art-Project Grant
- United Way-Community Focus Grant
- USDA-Farmer's Market Promotion Program
- Vision 2040- General funding Grant

**BUDGETARY/FISCAL ISSUES:**

None

**ALTERNATIVES TO CONSIDER:**

**ATTACHMENTS:**

None



### City Council Action Request

|                              |                    |                                |                                                   |
|------------------------------|--------------------|--------------------------------|---------------------------------------------------|
| <b>Council Meeting Date:</b> | June 20, 2023      | <b>Agenda Item Number:</b>     | 11.G.                                             |
| <b>Agenda Section:</b>       | Regular Business   | <b>Originating Department:</b> | Planning and Development                          |
| <b>Resolution:</b>           | No                 | <b>Prepared By:</b>            | Justice Walker, Planning and Development Director |
| <b>Ordinance:</b>            | No                 | <b>Presented By:</b>           | Justice Walker, Planning and Development Director |
| <b>Item:</b>                 | Short Term Rentals |                                |                                                   |

**RECOMMENDED ACTION:**

Direct staff to draft an ordinance to address short-term rentals.

**OVERVIEW:**

Over the last few weeks, the Planning Department has received roughly a dozen short-term rental inquiries. Currently, the city planning code does not address short-term rentals, so staff is seeking Council direction regarding short-term rentals.

**BUDGETARY/FISCAL ISSUES:**

**ALTERNATIVES TO CONSIDER:**

Direct staff to let short term rentals operate without restrictions.

**ATTACHMENTS:**

None





## City of Willmar

### City Council Action Request

|                              |                                     |                                |                                    |
|------------------------------|-------------------------------------|--------------------------------|------------------------------------|
| <b>Council Meeting Date:</b> | June 20, 2023                       | <b>Agenda Item Number:</b>     | 11.H.                              |
| <b>Agenda Section:</b>       | Regular Business                    | <b>Originating Department:</b> | Administration                     |
| <b>Resolution:</b>           | Yes                                 | <b>Prepared By:</b>            | Kyle Box, City Operations Director |
| <b>Ordinance:</b>            | No                                  | <b>Presented By:</b>           | Kyle Box, City Operations Director |
| <b>Item:</b>                 | City of Willmar Rebranding Proposal |                                |                                    |

#### RECOMMENDED ACTION:

Approve a Resolution entering into an Agreement with Replace for Branding services for \$35,000

#### OVERVIEW:

The City of Willmar released Requests for Proposals in April 2023 to search for qualified consultants to research, create, develop, and help generate an implementation plan for a City branding initiative for the City of Willmar. The City Council adopted the red "W" logo as the official City logo in the 1990s. Since a brand development strategy or standards were not created during that process, various department logos were developed independently by each respective department.

The objective of this branding project is to create a new identity for Willmar and all of the city departments to adopt and utilize one brand for messaging. The primary goals of this project are to create uniformity, community identity and pride, community and economic development promotion, flexibility, and endorsement. Each one of these goals has a definition of success.

The City received proposals from 20 different professional consultants with vast backgrounds, professional experience, and data-driven results. The scoring committee was comprised of four people, including Councilmembers Asmus and Davis, Administrator Valiant, and Operations Director Box. Out of the 20 received proposals, 15 were accepted into the first round, which comprised the scoring committee reading and scoring each proposal based on predetermined weighted questions. Out of the 15 first-round proposals, 4 advanced to the second round, which included interviews with each company to allow for more in-depth questions.

The Rebranding Scoring Committee unanimously recommends Replace to lead Willmar's rebranding efforts.

#### BUDGETARY/FISCAL ISSUES:

\$35,000

Funds have been identified in the 2023 general fund.

#### ALTERNATIVES TO CONSIDER:

None Recommended

#### ATTACHMENTS:

1. Resolution Replace
2. Replace Proposal
3. Willmar, MN\_Rebranding

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING EXECUTION OF  
A CONTRACT WITH REPLACE.**

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

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

BE IT RESOLVED by the City Council of the City of Willmar that the proposal from Replace for Willmar Branding in the amount of \$35,000.00 is accepted.

The Mayor and City Administrator are authorized to execute this agreement and any amendments on behalf of the City of Willmar.

Dated this 20<sup>th</sup> day of June 2023

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY CLERK

# REPLACE

PROPOSAL FOR BRANDING | TUESDAY, APRIL 25, 2023

CITY OF WILLMAR, MINNESOTA

City of Willmar - Administration

333 6th Street SW

Willmar, MN 56201

Kyle Box

City Operations Director

320-214-5172

kbox@willmarmn.gov

REPLACE | 5008 34th Ave S, Minneapolis, MN 55417 | [designreplace.com](http://designreplace.com)

tel. 612.724.3444 | fax. 612.354.3219 | [info@designreplace.com](mailto:info@designreplace.com)

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# INTRODUCTION

## **We are here to improve and replace.**

It is an exciting time in the great city of Willmar, MN, our long-time friends and neighbors just to the West. When I was 11 years old, one of my older sisters moved to Willmar. This was a liberating and exotic change in my life as a young farm kid from rural North Dakota! Throughout my teen years, my siblings and I would look forward to our frequent adventures in Willmar; which to me, was like my own personal Paris. I would stroll the Kandi Mall looking at all the amazing goods and wares not available in Horace, ND. (R.I.P. Kandi Mall). We would swim at Robbin's Island Park, get Ice Cream at the Dairy Queen on Highway 12, and do all the amazing things I could not dream about doing in North Dakota. Parts of my extended family still work and thrive in Willmar. This great MN city continues to be a go-to destination for fun and get-togethers for over 40 years within my own family. The heart cannot be tricked, and my heart loves Willmar. It is an honor to be considered as a design partner for the great city of Willmar, Minnesota.

With this new branding update initiative, the residents of Willmar will create a modular, joyful and invitational brand system that echoes "The Willmar Story" that Willmar has hard-earned. A story I know well, and would be honored to extend to a larger audience that deserves to hear it. The visual identity, brand standards, and brand manual we will create together will provide a flexible template that will allow for decades of thriving use. The voice of Willmar is clear, invitational, and strong. Our job as brand stewards for Willmar will be to accurately & efficiently communicate that voice within the competitive communities of South-Western Minnesota. As we have done for multiple Minnesota cities, and engaged communities, Replace would be honored to help Willmar define and amplify your strong voice.

## **Our process was specifically created for this kind of civic branding.**

As you will see in the following pages, we have abundant experience producing successful brand identity systems with great Minnesota municipalities and engaged communities. Given the thorough description in the RFP of what is needed, and the project goals, we are excited that Replace is being asked to be a potential great partner for the team at Willmar. We have engineered our design studio for exactly this kind of work. I would personally love the opportunity to help pay back the decades of fun my family has enjoyed in mighty Willmar, Minnesota.

Jeffrey K. Johnson | Owner, Founder, Creative Director | Replace Inc.

## SCOPE OF SERVICES + BUDGET

### Refreshed Brand Identity and System Design for the City of Willmar, Minnesota

#### Phase One Design

##### Research and Preliminary Design

The City of Willmar (CW) has a desire to be more unique and more distinctive among the competitive city choices for residents that may choose Willmar as a great place to live. CW has asked Replace to design an updated brand identity system and brand experience for CW that will last for decades of consistent and modular use. Replace will create the first round of preliminary design options for an updated City of Willmar Brand Identity System and Brand Style Guide. The design work will be focused on widening, and clarifying the brand voice for this great Minnesota city. The Primary Target Markets are the working families and businesses we want to attract and retain for permanent Willmar residency. Replace will engage in a discovery process with CW to best identify the statistics and challenges that will focus our design thinking.

##### Work to be Shown in Phase One Presentation :

- Competitive Set : Research of our Local Competition.
- Mood Boards of Different Design Directional Options
- Brand Values Study (Core Values of the Brand)
- Brand Personality Study (Brand Character Traits)
- Brand Story Study (CW Story, as Short as Possible)
- 3 to 5 Different Identity Update Directions applied to potential design deliverables and brand executions.
- Options for Brand ID among the CW Departments
- Tag-line & Descriptor Development
- Color Palette, Typography, & Photography Direction
- Results from the Discovery Process

**Phase One Budget: \$10,000**

**Timing : Four Weeks (TBD)**

#### Phase Two Design

##### Design Refinement

Utilizing the outcome and feedback of Phase 1, and collaborating closely with CW, Replace will refine the original 3-5 design directions to one preferred option. This design will be the basis for the larger brand system. This list of deliverables may change based on needs discussed during the engagement process. Replace recommends that the client assemble a small group of trusted client advocates to serve as the “Critique Group” for all of the design done for CW . This group will serve as brand advisors throughout the project.

##### Work to be Shown in Phase Two Presentation :

- Refinement of Preferred Brand Direction
- Refinement of Preferred Brand Tag-line
- Final Brand Values Statement
- Final Brand Personality
- Final Brand Story
- Comprehensive Color Palette
- Typography and Type Lock-Up Treatments
- Pattern work, Illustration and Photographic Direction
- Brand Icons (Up to Ten Icons)
- Website UX / UI (Mobile and Desktop). Responsive Website Look and Feel Only
- Social Media Applications
- Brochure and Collateral Design Template
- Business Card and Business Stationary System
- Application of Brand ID to Parks & Rec., Public Works, Way-finding, City Signs, Park Sign Logos, Economic Development Advertising Template

**Phase Two Budget: \$10,000**

**Timing : Four Weeks (TBD)**

#### Phase Three Design

##### Final Art Execution and Brand Style Guide

Replace will create a Brand Style Guide for CW. The Brand Style Guide will be designed for decades of extensive brand use. All of the artwork produced in Phase Three will be created for final art production quality. Replace will continue to collaborate closely with the CW client team, and any new partners as needed to ensure a consistent brand voice across all applications.

##### Work to be Shown in Phase Three Presentation(s) :

- Final Art for All Logo Lock Ups (Small Space Digital)
- Colors, Type, Photo Direction, Sample Ad Layouts
- Social Media Layouts (FB, Twitter, Instagram)
- Final Art for Application of Brand ID to Parks & Rec., Public Works, Way-finding, City Signs, Park Sign Logos, Economic Development Advertising Template
- Final Brand Icons, Final Brand Illustrations
- Final Brochure and Collateral Design Template
- Final Business Card and Business Stationary System

All necessary Brand Photography costs to be estimated and approved separately. FINAL Web development and hosting costs to be estimated and approved separately. All printing and manufacturing costs to be estimated and approved separately. Replace does not up-charge for any outside photography, web development, or printing expenses.

**Phase Three Budget: \$15,000**

**Timing : Eight Weeks (TBD)**

**Total Brand Identity System Budget: \$35,000**



# SCOPE OF SERVICES + BUDGET

## Refreshed Brand Identity and System Design for the City of Willmar, Minnesota

### General Timing Milestones

- May 8, 2022: Proposals Due
- TBD: Firm Selected
- TBD: Project Begins
- TBD: Branding Design Complete
- TBD: Present to City Council
- TBD: Implement Branding Adoption and Roll Out Plan

### Proposed Replace Timeline (TBD):

|                                      |         |
|--------------------------------------|---------|
| Kick off Meeting :                   | Week 1  |
| Research & Discovery with Client :   | Week 2  |
| Research/Mood-board Presentation :   | Week 3  |
| Client Feedback :                    | Week 4  |
| Phase One Design Presentation :      | Week 5  |
| Client Feedback :                    | Week 6  |
| Phase Two Design Presentation :      | Week 7  |
| Design Testing with Critique Group : | Week 8  |
| Design Testing Review :              | Week 11 |
| Phase Three Design Presentation :    | Week 12 |
| Client Feedback :                    | Week 13 |
| Phase Three Design Refinement :      | Week 14 |
| Style Guide Creation :               | Week 15 |
| Final Style Guide Delivery :         | Week 16 |

All brand design and brand assets will property of the City of Willmar, MN.

All brand assets will be delivered via secure Dropbox Server and will be hosted by Replace Inc.

## OUR DESIGN TEAM



### **JEFF JOHNSON : Creative Director, Founder, Owner**

Jeff wants to replace entrenched power with power to the people. Crappy food with food that honestly feeds. Half the swords with twice the shields. The bad parts for parts that speak from our hearts. Jeff Johnson was born in rural North Dakota. After spending his first two decades as a farm kid and heavy equipment operator on the high plains, Jeff attended art school in Moorhead, Minnesota. Graduating B.F.A. with honors and living out of his 1983 Buick Skylark, Jeff began working for the Fallon Advertising Agency and Duffy Design in 1992. While at Duffy, Jeff designed such pop icons as Frutopia and Miller Time. He has work in the Permanent Collection of 20th Century American Design in the Smithsonian Institute as well as the Minnesota Historical Society. Following his time at Duffy, Jeff served as Senior Designer for Designworks in New Zealand, and is often featured in design industry publications as an authority in the field. Jeff founded Replace in 1996, and has since won local, national, and international design awards with creative solutions for Coca-Cola, Target, General Mills, Best Buy, Geek Squad, BMW, and Jonny Pops.



### **LUCAS RICHARDS : Senior Designer**

Lucas wants to replace junk with relics. Public teachers' salaries with CEOs' salaries. People who are "in it for the money" with people who care. Lucas is from the great state of Wisconsin and studied graphic design at the University of Wisconsin, Stout. Shortly after graduating he moved to the fine city of Minneapolis and currently spends most of his time at Replace. When not there he might be found working in his own screen printing shop. He dabbles in a bunch of stuff: motion graphics, packaging, print, and game design. Lucas has his work as a part of the Permanent Collection of the Minnesota Historical Society and the 3M Design Center. Lucas has won both local and national design awards for his design leadership on brands like Columbia Heights, Joia Beverages, Broder's Restaurants, Geek Squad, Vireo Health, among others.



### **Holly Husbands : Junior Designer**

HOLLY WANTS TO REPLACE: Testosterone with Estrogen, Darkness with Rainbows and Outdated Thinking with New Ideas. Holly was born and raised in Minneapolis Minnesota, and studied graphic design at Concordia University in St. Paul. While working at Replace, she has spent a great deal of time on Poster design, Packaging, Brand Identity, and Social Media projects. Some of her biggest projects were the Jonny Pops Freezer Pop packaging design, The City of Delano Posters, and a metric ton of Social Media work for Beach Juice and PSUDO. If you need someone to design an email to send out to your customer base, a Halloween Instagram post, or a poster series of historic landmarks, she's definitely got you covered. While not at work, you can find Holly putting together outfits, spending time with her cat, or playing video games. Her favorite things to create on are projects that will make a difference in the world, and designing for any and all things that are beautiful!

## ABOUT REPLACE

### OUR CORE BELIEF

At its core, Replace is a creative agency with a focus on brand design. Since 1996, great design thinking is our passion and a strategic approach to redefining your brand is our hallmark. We approach every challenge by focusing exclusively on design solutions that lend distinction and voice to our clients' hard work. As a fully independent firm our approach can be truly unique to each assignment and client, and for each project Replace focuses on the objectives first and foremost rather than just the deliverables. Because of the breadth and depth of our capabilities, we tailor our solutions to specific client needs placing equal emphasis on helping clients see their vision more clearly; crafting their strategy more intelligently; and taking the actions necessary in order to connect to their audience with power and clarity. Watch this video to hear from founder, owner, and creative director, Jeff Johnson.

We exist to improve + replace the status quo by reinventing, redefining and reigniting a passionate response for existing brands or partnering to launch a completely new concept. All new products or rebrands are replacing a product or service that is no longer relevant with something different, something better, that more accurately reflects our client's position and purpose. We believe design reaches beyond a visual aesthetic to include how a business functions. When visionaries are brought together to collaborate and partner on a project regardless of background or discipline—magic happens. We are challenged and inspired by the risk and opportunity

involved in trying something that has never been done before, this herein lays our reward and is the fuel to our fire. At the end of the day, we are all here to produce creative solutions through smart design thinking and execution.

### CAPABILITIES

Replace creates and designs visual brand identity systems, creative campaigns, packaging, posters, illustrations, videos, animations, books, interiors, interactive, mobile/tablet experiences and anything else that employs innovative design aesthetics and creative thinking to amplify our clients' message. We guide the creative and content generation through production and work alongside partner agencies for media placement and buying, trade exhibits production, extensive audience insight research, PR and our interactive partners at Room 34 for web and mobile implementation of our creative vision. Our focus remains on insuring the integrity of the overall.

### AWARDS

Replace work has been honored by nearly every major design competition in its field, with top honors from The One Show, Print RDA Magazine, AIGA, Communication Arts, Graphis Magazine, the Art Director's Club and most recently, AIGA International Sustainable Design Awards. The work we've done is part of the Cooper-Hewitt permanent collection of 20th century design at the Smithsonian Institute and proudly included at the Minnesota Historical Society.

### CREDIBILITY

Founder Jeff Johnson is formerly the Design Director for Fallon Advertising Agency and Duffy Design. His work is shown in The Smithsonian and the Minnesota Historical Society. As a sought-after public speaker, Jeff has presented at highly regarded industry conferences, various universities, and organizations both local and national. He is often featured in the pages of industry publications focused on brand design.

## REASONS TO WORK WITH REPLACE

### WE RUN LEAN. ON PURPOSE.

We've learned it doesn't matter if you work with a huge agency (we've been there) or a small shop, in reality no more than a few people really do the majority of the conceptual creative work. We have no intentions of growing our core team to make margins on production, media buying, etc. We know what it takes to concept great creative work and the right number of people necessary.

### NO FRILLS. JUST DESIGN BRAINS.

You won't find a \$9000 couch here, or even a receptionist. We all answer the phone, schedule meetings, sign for packages, take out the garbage, and load the dishwasher. This keeps our overhead low and more money in ours and our clients' pockets. We do not need to outspend our client's competition. We choose to outsmart them.

### WE ATTRACT TOP DESIGN TALENT.

A seat at our design table is coveted by many. In the design and creative community, we are a highly sought after place to work by some of the best talent not only in the cities, but nationwide and receive inquiries nearly every day from someone seeking a position. The folks we employ have truly earned their seat at the design table not only for their talent, but their versatility and overall positivity.

### WE EMBRACE OUR PARTNERS.

With our clients, other firms, with the best people for the job. Pulling in the best in the biz for any particular job with expertise in a specific area when the project reaches beyond our core capabilities. As JJ says "We are not in competition with each other, but rather, we are in competition with bad design."

### WE DO WORK THAT MATTERS.

Everyone at Replace has a shared passion for doing premium design work that is beautiful, inspiring and contributes somehow to the greater good. You won't find us doing work with clients who have unethical business practices. All of the wonderful folks we are fortunate to call clients uphold our shared passion.

### WE HAVE LEGACY CLIENTS.

There's a reason people keep coming back to us for five, ten, twenty years, we provide a fresh perspective and creative solutions to more than just design challenges, but your business challenges. In the wise words of Steve Jobs, "Design is a funny word. Some people think design means how it looks. But of course, if you dig deeper, it's really about how something works." Our longest lasting client 22 years and going strong.

### WE LUNCH TOGETHER.

There's sacred time around the lunch table. It is a half hour we allow ourselves mid-day to re-set, read the Times, talk about non client related things, catch up on current events or just funny or cool things we've run across on the web or social networks. Sharing is a part of ideating, we inspire each other and it results in great, collaborative work.

### WE HAVE FUN. IT IS CRITICAL FOR US.

We are all business when we need to be, but play and a good work/life balance is an important part of being happy at work and continuing to produce the volume of great work we churn out of this place. We are a 9-5 shop and we work hard while we're here to keep it that way.

### OUR WORK SUCCEEDS IN THE MARKETPLACE.

The proof is in the 26-year-history of successful brands and successful partnerships. Design is an industry where the record of performance matters. Our work speaks for itself. Even if we have toot our own horn from time to time. Toot Toot!

## OUR DESIGN METHOD

### PHASE ONE : RESEARCH + PRELIMINARY

As a small team of designers, we collaborate together to devise multiple solutions to a single problem. We then present the choicest cuts of design to you, the client.

### PHASE TWO : REFINEMENT

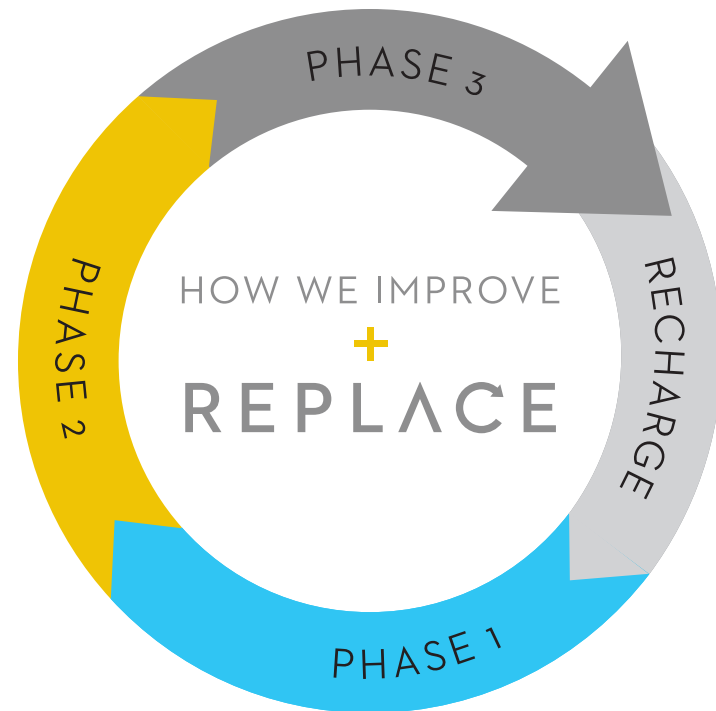
You're the boss! We listen to what you've had to say about the work from Phase One. We then take your favorites and refine them into an even spicier design eventually narrowing our scope to one direction.

### PHASE THREE : EXECUTION

This is where the final layer of polish is added to the desired design, we also are here to help you produce whatever you need to make your project great.

### ONGOING SUPPORT

We're never really done, even after finishing a job we'll still be there to offer support and help you replace the things you think can be better.



EXPERIENCE : MINNESOTA STATE FAIR BRAND UPDATE : [LINK TO CASE STUDY](#)

THE GREAT MINNESOTA GET TOGETHER. A beloved Minnesota tradition older than the state itself, the fair suffered decades of brand fragmentation. The challenge in redesign was adhering to the mandate of subtlety – that no overt or obvious visual departures distract fair goers from all corners of the state. In a two-year redesign project, we engaged focus groups frequently to ensure that this new, unified, more legible and modular system was embraced as deeply as the Fair deserved. The first year the redesign was Implemented the fair broke an all-time attendance record, a triumph considering it rained 10 days of its 12 day span. The Minnesota State Fair now has an expansive brand style guide and tools to share design delivery among its hundreds of vendors and creative partners.





## EXPERIENCE : MINNESOTA STATE FAIR BRAND UPDATE : [LINK TO CASE STUDY](#)



LEGACY



UPDATE





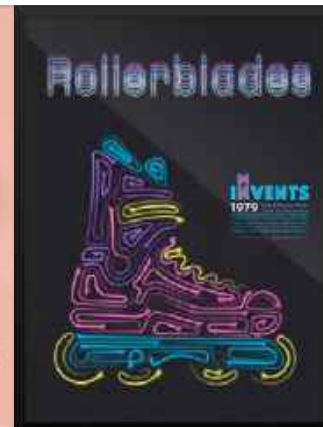
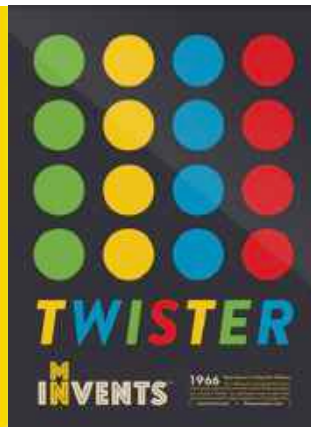
EXPERIENCE : CITY OF DELANO, MN BRAND DESIGN

The great, near-metro city of Delano, MN hired replace to upgrade their brand identity. As a close neighbor to Minneapolis, Delano is a much-beloved respite from the noise and congestion common in any major American city. The small-town reality, paired with 15-minute access to a larger metro makes Delano and attractive community for her loyal residents. Competing for the businesses and families with other communities is a daily reality. The historic architecture of Delano and the deliberate, and ongoing restoration of community assets is reflected in the city motto: "Spirit of Community". The city has a long history of producing one of the best fireworks displays in the State of MN. We used that much-loved city tradition as one of the cornerstones of the brand identity system.



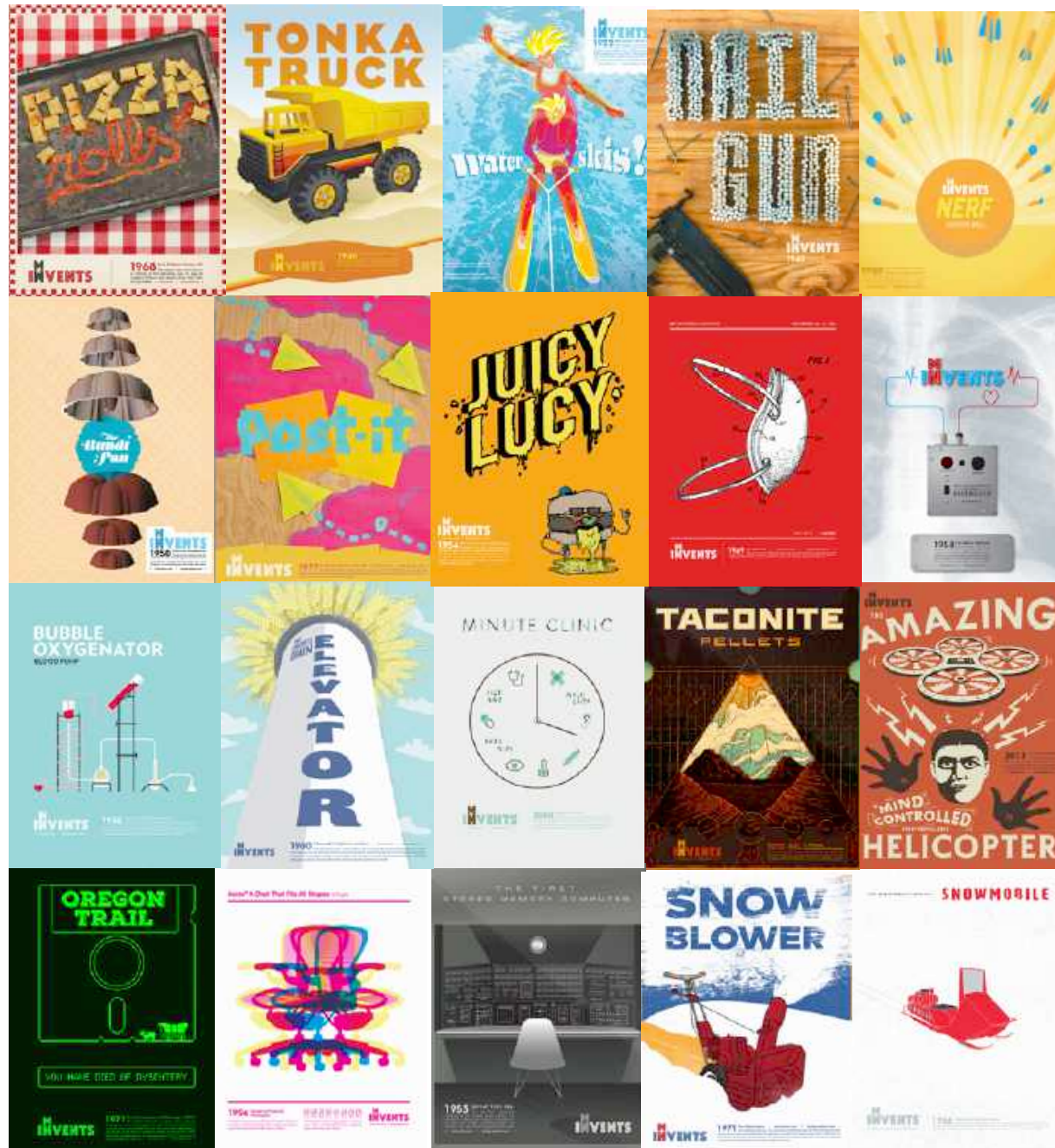
## EXPERIENCE : MINNESOTA INVENTS BRAND DESIGN : [LINK TO CASE STUDY](#)

MN INVENTS chronicles the colorful behind-the-scenes history of Minnesota's fertile culture of innovation and invention. Encompassing things like the stored-memory computer, the pop-up toaster, the retractable safety belt, the in-ear hearing aid, water skis, Spam(!), and even a miniature helicopter piloted by mind control, the list of Minnesota-born inventions is long and gets longer every year. MN INVENTS is happy to introduce this cavalcade of ingenuity to the world. The people of this state have a long history of reluctance to accept the status quo. And when a challenge arises, history shows that, time and again, a Minnesotan meets that challenge with imagination and inventiveness. Whether the result is something as playful as a Nerf ball, as useful as a Post-it note, or as life-giving as open-heart surgery, this generous tradition is a well-earned source of pride and empowerment for all Minnesotans. MN INVENTS—it really, really does!





## EXPERIENCE : MINNESOTA INVENTS BRAND DESIGN : [LINK TO CASE STUDY](#)



## EXPERIENCE : OWNER & PULLTAB SPORTS BRAND DESIGN : [LINK TO CASE STUDY](#)

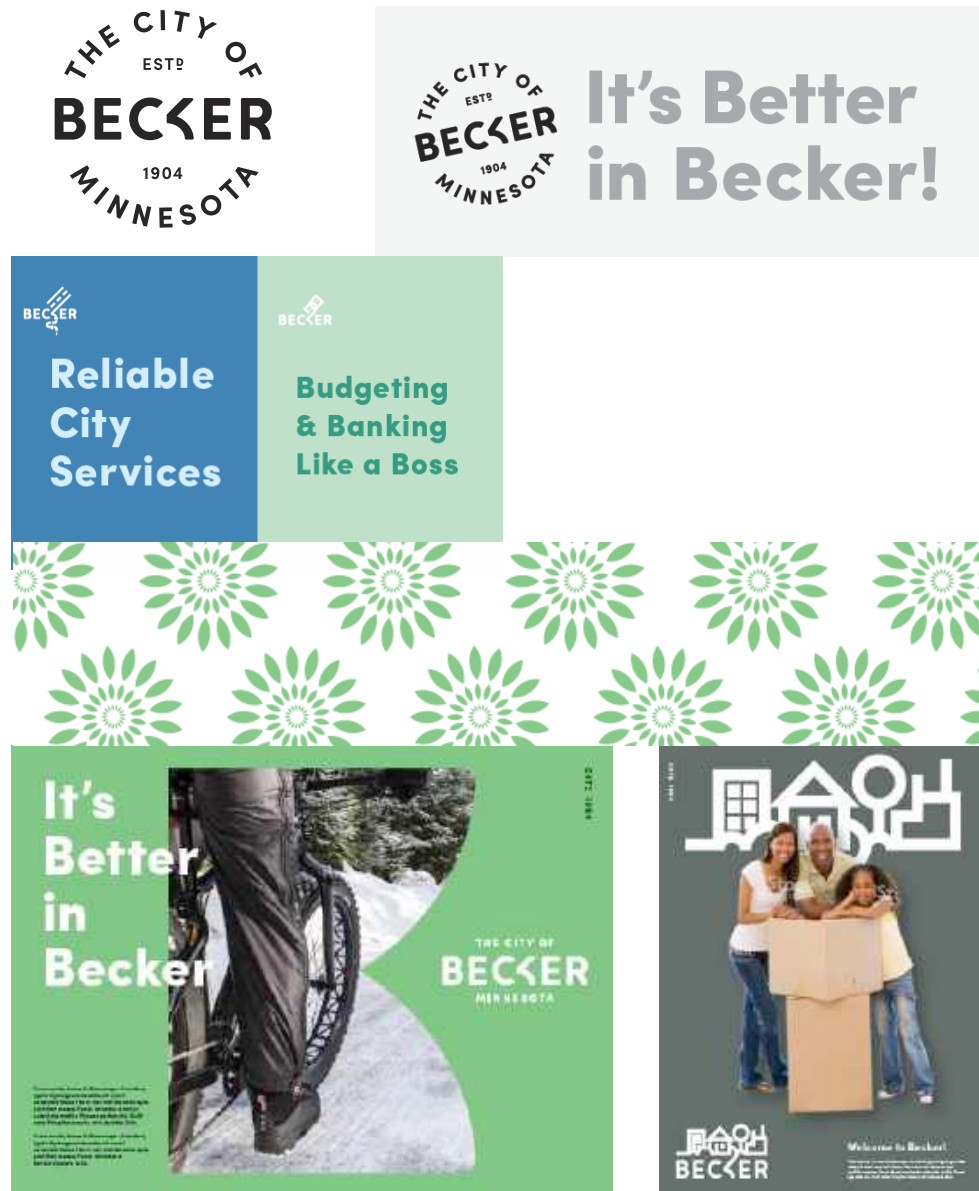
An ownership effort deserves an ownership stake. If you're going to go through the trouble of building something, you might as well do it for yourself. Those two sentences are "the why" that drives OWNER. OWNER is a partnership between lifelong friends Tom Garrity and John King. Two guys with decorated careers, spent almost entirely as employees. Two guys who have made a living building things for, well, other people than themselves. Two guys who felt it was high time they become owners themselves. No more playing house, it's time to hang a shingle.





## EXPERIENCE : CITY OF BECKER, MN BRAND DESIGN : [LINK TO CASE STUDY](#)

It's better in Becker! Becker, Minnesota contacted Replace to update their brand and come up with a variety of print templates that included brochures, signage, and the basic stationery needs. Located in the fastest growing county in Minnesota, we wanted to create a simple and strong identity for the City of Becker that could transform to correlate not only with the numerous departments of the city, but the rapidly changing landscape as well.



EXPERIENCE : CITY OF COLUMBIA HEIGHTS, MN BRAND DESIGN : [LINK TO CASE STUDY](#)

Replace had the honor of working with the City of Columbia Heights on a new identity and set of brand standards to help with the consistency of materials spanning the city’s many different departments. To tackle this challenge we ended up creating a custom typeface, landmark poster series, countless Microsoft Word templates, and an in-depth brand style guide to ensure future materials are harmonious with the new brand. The new logo mark features the face of Columbia Heights’ Clock Tower of Peace with a new, custom monogram.





## EXPERIENCE : MINNEAPOLIS CIDER COMPANY BRAND DESIGN : [LINK TO CASE STUDY](#)

Originally LionHeart Cider, this MPLS based company decided to represent their inventive roots and changed their name to Minneapolis Cider Company. Crisp and refreshing, they produce ciders primarily composed from Minnesotan Honeycrisp apples. Replace was brought on to concept + design this new brand. We used modern typography with slightly classic roots and a clean vector based illustration style to bring this brand to life. We paired these elements with a monoweight apple logomark that constantly points north. This is after all Cider Of The North.





## EXPERIENCE : TRAVELERS INSURANCE BRAND UPDATE : [LINK TO CASE STUDY](#)

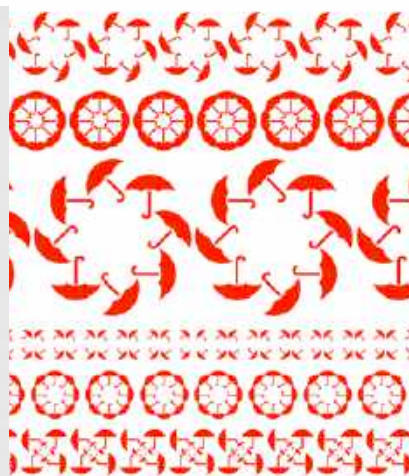
This 150+ year old iconic insurance brand tragically lost its gold standard “Umbrella” brand icon as a result of corporate shenanigans from then-partner Citigroup. The brand endured a decade of watching their red umbrella mark sitting atop the Citi Group brand until in a late-game Christmas-time negotiation victory, Travelers bought back their brand icon and hired Replace to redesign and re-integrate the iconic red umbrella into this industry founding global brand. The Umbrella had never been designed and optimized for the rigors of small space digital or the animation / interactive opportunities of the 21st century. Replace was honored to lead the design direction and redesign this classic brand icon for next 100 years.



LEGACY



UPDATE



EXPERIENCE : TRAVELERS INSURANCE BRAND UPDATE : [LINK TO CASE STUDY](#)





## EXPERIENCE: CONGRESSIONAL CAMPAIGN FOR DEAN PHILLIPS : [LINK TO CASE STUDY](#)

Replace was honored to design for the 2018 Congressional campaign for Dean Phillips. Dean and the Phillips family have been friends and clients for decades. Replace was honored to create a series of community involvement environments that spoke to our shared Minnesota Language: A Pontoon, an Ice House, and a Delivery Truck. The Phillips campaign was widely outspent by the competition to the extreme. The Replace mantra is simple: "You don't need to outspend the competition. You just need to outsmart them." The humble, polite, and community-focused campaign was rewarded with a massive victory for hard-to-win district.



## EXPERIENCE : GEEK SQUAD BRAND UPDATE : [LINK TO CASE STUDY](#)

Geek Squad, a Best Buy company, is a much-loved international brand with over 24,000 employees worldwide. The legacy Geek Squad brand identity was over 20 years old and highly valued in the marketplace; however, the mark was beginning to look noticeably dated and was unable to meet the increasing legibility demands of modern small space digital applications. It was also no longer able to accurately represent the brand promise of excellence and know-how for which Geek Squad is famous. Replace was brought on board to revitalize the brand identity to better represent Geek Squad technical supremacy. We were honored to help communicate the modern evolution of this beloved service brand.



LEGACY



UPDATE





EXPERIENCE : GEEK SQUAD BRAND UPDATE : [LINK TO CASE STUDY](#)



## EXPERIENCE : JONNNY POPS BRAND DESIGN : [LINK TO CASE STUDY](#)

Jonny Pops (JP) hired Replace to take this fledgling brand and redesign the brand deliverables for the competitive world of indulgence ice cream products. The JP brand story begins with tragedy and thrives with awesomeness. Jonny, the founders cousin sadly died in a drug related death. This tragedy moved the JP founders to create a company in Jonny's name that would donate a portion of all profits to chemical addiction recovery. Remarkably, the founding JP were sophomores in college when the brand was launched and grew this incredible business while still completing their academic studies and graduating. With the simple ingredients of fruit, cream, water, cane sugar and pinch of salt, JP is one of the few cream based, real fruit Popsicles in the market. The grocery marketplace for frozen treats is incredible competitive and margins are prohibitively thin. JP engages its hard earned customers with a great tasting, healthier treat and a great brand story. "A Better Pop for a Better World" is not just the JP tagline, it is clearly the mission of the company.





**EXPERIENCE : JONNY POPS BRAND DESIGN : [LINK TO CASE STUDY](#)**



**A Better Pop FOR A Better World!**



## Frozen Goodness





## CLIENT REFERENCES:

### Our Top Three References for this project:

**Erik Brust** | CEO and Co-Founder, Jonny Pops | [www.jonnypops.com](http://www.jonnypops.com) | [brust@jonnypops.com](mailto:brust@jonnypops.com) | phone: 651-707-4854 | [Video Testimonial Here](#)

**Dean Phillip** | U.S. Congressman, Representing Minnesota's Third District | [deanbensonphillips@gmail.com](mailto:deanbensonphillips@gmail.com) | [phillips.house.gov](http://phillips.house.gov)  
Minnesota Office 13911 Ridgedale Drive, Suite 200, Minnetonka, MN 55305, (952) 656-5176

**Will Rottler** | Community Engagement Specialist | City of Columbia Heights | Administration Department  
590 40th Avenue NE | Columbia Heights, MN 55421 | [WRottler@columbiaheightsmn.gov](mailto:WRottler@columbiaheightsmn.gov) | Direct: (763) 706-3614 | Main: (763) 706-3600

### Additional References for this project if required:

**Marie Pflipsen** | Former Community Development Director, City of Becker, MN | [ci.becker.mn.us](http://ci.becker.mn.us) | [linkedin.com/in/marie-pflipsen/](https://linkedin.com/in/marie-pflipsen/)

**Tom Vogel** | Seward Co-op | Former Marketing Manager | [Seward.coop](http://Seward.coop) | Current Marketing Manager for Valley Natural Food | 952-891-1212 | [valleynaturalfoods.com](http://valleynaturalfoods.com) | "During our decade-long relationship, Replace has helped us rebrand our co-op as well as assisted in the development of the iconic look of our Franklin store re-design. They bring an enormous degree of creativity and passion to their work, in addition to ethical design practices that take into consideration environmental impacts and social justice. I've recommended Replace to several of my colleagues in the cooperative industry, and I always look forward to working with them on new projects." [Video Testimonial Here](#)

**Scott Patterson** | Formerly with Equal Exchange | Coop Principal | Principle Six | [scottpatterson023@gmail.com](mailto:scottpatterson023@gmail.com) | phone: 612-616-4293  
"The best part of the week was looking forward to what Replace had created since the last meeting. And it all ended with award-winning creative and design that continues to get our brand noticed year after year. We couldn't have made a better decision than having Replace do our design work."

**Andrew Zimmern** | Celebrity Chef | [andrewzimmern.com](http://andrewzimmern.com) | "Replace is such a crucial part of my business that we consult them regularly on every deal we do. Literally. Their marketing and business strategic input is as remarkable as their world class design work, just less well-advertised. I don't make a move without Replace."

**Tom Wiese + Nate Garvis** | Co-founders, Studio/E | [yourstudioe.com](http://yourstudioe.com) | "We love our relationship with Replace. The top-notch work product is expected and wonderful, but getting into the work with the Replace team is an added and always appreciated joy."

**Steve Negaard** | Owner, Nokomis Shoes | [nokomisshoes.com](http://nokomisshoes.com) | "Everyday life and business decisions take some funny turns. Nokomis Shoes had this quirky design business located across the street from us. There were strange bikes and cars there. Bikes with canoe trailers on them. People working at odd hours. My thoughts were 'what is this place up to?' I had heard stories told to me about the owner going for years without a haircut. Having a crew of freelance artists starting a design company working for beer. I decided to take a chance and use my local resources and met with Replace. It turned out to be one of the best decisions we have made. The team at Replace was excellent. They listened and delivered above and beyond our expectations. They gave Nokomis Shoes a playbook for the next fifty years. Great people and great design. Very satisfied customer."

[Additional Video Testimonial Here](#)

## TERMS & CONDITIONS

### TIME-LINE

Time-line is dependent on when we receive feedback and approval to proceed. Upon approval of this scope of work we can begin to solidify exact presentation dates. Once the final phase is presented and complete, all Replace-authored illustration, art, and photography is 100% property of Client. All outside photography and videography must be approved and budgeted separately. All outside printing and prototyping will be approved and budgeted separately.

### PRINTING AND SHIPPING

All printing and shipping expenses to be estimated separately. These expenses must be approved by the client prior to printing and will be paid directly from the client to the printing and shipping vendors unless otherwise specified by client.

### VIDEO PRODUCTION AND DELIVERY

All Video and motion graphic work NOT covered in this budget must be approved by the client prior to execution. All talent resources must be properly signed for unlimited usage and release. All work will be delivered via Vimeo format.

### WEBSITE DEVELOPMENT AND CODING

The portion of this budget allocated for front end website design only. Look and Feel. The full development, coding, testing, and launch must be estimated separately and approved by client separately.

### TERMS AND CONDITIONS

**Delivery:** The Client will deliver written comments and criticism via annotated PDF, conference call or in person meetings with Replace on he agreed upon time-line. This keeps the process and time-line on track and allows us all to meet goals set forth in a timely manner. Should feedback not be delivered on time the time-line will need to be re-evaluated.

**Print Production and Press Checks:** Any printing is beyond scope of this budgeted agreement and will need to be estimated separately based on project specifics. The Client will sign off on a digital proof prior to print production and always be given the opportunity to be on press when any item goes to print and a larger quantity run. However, should The Client not be present Replace will make any necessary adjustments on press on behalf of the client and not be held responsible for the quality of the final printed piece. Replace will reinforce brand standards are upheld to the best of our ability, but in some cases a quick on-press decision must be made. All printing, manufacturing, and prototyping must be estimated separately and paid directly from The Client.

**Photo/Illustration Usage:** All Replace-authored design, illustration, and photography is 100% property of The Client with 100% right buyout with unlimited usage. All

## TERMS & CONDITIONS (cont.)

non-Replace illustration and photography must be estimated separately and approved by The Client prior to purchase. However, Replace will have permission to use the final project case study for Replace promotional purposes.

Terms: All phases will be billed in the following manner:

- Phase One of project fees due upon signed agreement.
- Phase Two of project fees will be due after approval of Round Two.
- Phase Three will be due upon final file delivery.
- Should the project scope/deliverables or objectives change a Project Change Order Form will be written and presented to the client for any out-of-scope requests related to this project.
- The project order form requires your signature, and is subject to Replace's Master Terms and Conditions, which can be found on the last two pages of this document.

NDA: Should it be necessary for Replace to sign an official NDA for the project to begin we are happy to do so. However, we reserve the right post-production and in cooperation with The Client to use the work for Replace promotional purposes.

Travel Fees: All Travel for Replace must be estimated separately and approved by The Client.

Out-of-scope And Rush Fees: A change order will be issued for any significant changes of scope, deliverables or objectives. Should additional requests be deemed necessary they must be subject to The Client review and approval. Any change of scope on this project must be approved by The Client prior to beginning work.

Invoice to be sent directly via primary client contact

## TERMS & CONDITIONS (cont.)

**1. Purpose.** Replace J Co., d/b/a/ Replace Design Machine's ("Replace") engagement is based on the Project Proposal and Master Terms and Conditions herein. These Master Terms and Conditions are incorporated by reference into any Project Proposal entered into by and between Replace and Customer. The following terms are defined as follows:

"Agreement" means the applicable Project Proposal and Master Terms and Conditions;

"The Client" means the individual, company or corporation receiving Replace's services under the applicable Project Proposal.

"Project Proposal" means the written description of the services and deliverables Replace agrees to supply to Customer together with a budget necessary to complete such services and deliverables and incorporates the Master Terms and Conditions herein.

"Party" or "Parties" means Replace and Customer individually or collectively.

**2. Services and Work.** Replace agrees to perform the services to provide the Work in accordance with the Agreement. All materials, deliverables or items created, prepared and delivered in a finalized format by Replace to Customer and accepted and fully paid for by Customer pursuant to a Project Proposal hereunder will collectively be termed the "Work." Any use of the Work by Customer constitutes acceptance of the Work by Customer.

**3. Project Process.** Replace shall not be obligated to provide the Work to Customer unless and until the Parties execute an applicable Project Proposal; provided, however, that this shall not relieve Customer's obligation to pay for any items, products or services that are provided at Customer's request without or outside of a Project Proposal. The nature of the Work requires ongoing communication between the Parties and Customer approvals. Such Customer approvals are to be provided to Replace through email or otherwise in writing; provided, however, that this shall not relieve Customer's obligation to pay for, items, products or services that are provided based on verbal approvals. Replace shall not be obligated to provide any deliverables that would represent a material change to a Project Proposal unless and until the Parties execute a change order; provided, however, that this shall not relieve Customer's obligation to pay for any item, products or services that are provided at Customer's request without a change order.

**4. Ownership.** Subject to the terms of this Agreement and upon payment in full for the Work under an applicable Project Proposal, all intellectual property rights relating to the Work shall be owned by Customer. All fully paid for Work performed under an applicable Project Proposal shall be owned by Customer and shall be considered a work made for hire (as that term

is used in Section 101 and 201 of the United States Copyright Act, 17 U.S.C. § 101 and § 201, or in analogous provisions of other applicable laws) owned by Customer. If any such Work may not be considered a work made for hire under applicable law, or if for any reason ownership does not automatically vest in Customer, then Replace hereby assigns to Customer all of Replace's right, title and interest in and to such Work. Notwithstanding anything to the contrary in this Agreement, Replace solely owns Replace's proprietary methodologies, concepts, work approaches, know-how, techniques, discoveries, utilities and inventions ("Residual Knowledge"). To the extent that Replace's Residual Knowledge or Confidential Information is included within the Work, Replace grants to Customer a royalty-free nonexclusive license to such use Residual Knowledge or Confidential Information within the Work solely as provided by Replace under this Agreement.

## TERMS & CONDITIONS (cont.)

**5. Term/Termination:** (a) Unless otherwise expressly set forth in a Project Proposal, the term of this Agreement commences upon Customer's written or verbal notice of acceptance to Replace of a Project Proposal and ends upon the earlier of: (i) the final delivery of the Work; (ii) the Project Proposal's termination date specified in the Project Proposal, if any, or (iii) as set forth herein. (b) This Agreement may be terminated as follows: (i) either Party may terminate a Project Proposal at any time upon thirty (30) calendar days advance written notice to the other Party, (ii) if a Party is in material breach hereunder (including, but not limited to any non-payment by Customer of any invoice when due), which breach is not cured within ten (10) calendar days of the Party's receipt from the other Party of written notice of the intent to terminate based on such breach, then the Agreement shall terminate on the date specified in such notice of intent to terminate. Any termination of the Agreement under Section 5(b) (i) (i.e., not based on a breach), shall be effective upon the end of the term of any outstanding phases under a given Project Proposal (i.e., the latest date when there is a final delivery of the current phase of Work under a Project Proposal or the latest termination date specified in a Project Proposal). Any termination of a Project Proposal under Section 5(b)(ii) (i.e., based on breach) shall be effective upon the termination date specified in the notice of intent to terminate, and any outstanding phases under a given Project Proposal shall also terminate effective upon such termination date. (c) The following Sections shall survive termination of the Agreement: Sections 1, 4, 5, 6, 7, 8, 10 & 11.

**6. Independent Contractor.** The Parties will perform hereunder in a diligent and professional manner, in

accordance with commercially reasonable industry standards, and in compliance with all applicable laws. As independent contractors, neither Party will, without the other Party's prior written consent, hold itself out as having authority to bind the other Party and/or the Work by any statement, promise, representation, or agreement, or as having authority to waive or modify any rights relating to the other Party and/or the Work. Both Parties will conduct themselves prudently, reasonably and in good faith. Except for claims under Section 9, neither Party's liability under this Agreement will exceed the fees paid to Replace as set forth in Section 7 below during the six (6) months immediately prior to when a claim is made under an applicable Project Proposal.

**7. Compensation.** In exchange for the services and Work and other rights provided herein, Customer agrees to pay Replace a fee in the amount and on the dates set forth in an applicable Project Proposal. Such fees shall be due within twenty-one (21) days of Customer's receipt of Replace's invoice, but in no case later than twenty-one (21) days from Customer's acceptance or use of the Work.

**8. Confidential Information.** "Confidential Information" means non-public information, written or oral, relating to either Party and/or the Work. Before and after the term of this Agreement, both Parties will hold all Confidential Information in strict confidence and will take all reasonable steps to maintain its confidentiality. Both Parties will use Confidential Information only for performing under

a Project Proposal. Neither Party will, directly or indirectly, disclose any Confidential Information to any person or entity without the other Party's prior written authorization, nor use Confidential Information, directly or indirectly, in any manner adverse to the interests of the other Party and/or the Work, nor in any manner not expressly authorized by the other Party in writing. Excluded from Confidential Information is any information that is or becomes publicly known through no wrongful act or omission by a Party, or is or becomes known to a Party through sources other than the other Party where such sources have the right to disclose such information. Upon termination of a Project Proposal, or upon request, both Parties will promptly deliver to the other Party all manifestations of Confidential Information, in whatever form, containing any Confidential Information, and all copies thereof and will not thereafter retain, disclose or use any Confidential Information for any purpose whatsoever. Both Parties will require their personnel and agents to comply with the confidentiality obligations under this Agreement.

Notwithstanding anything to the contrary in this Section 8, the parties agree and acknowledge that the provisions of this Section 8 are subject to and may be superseded by the requirements of the Minnesota Government Data Practices Act ("MGDPA").

## TERMS & CONDITIONS (cont.)

**9. Indemnification.** Customer shall indemnify, defend and hold Replace harmless from and against any and all losses, liabilities, judgments, awards, settlements, damages, costs and expenses, including attorneys' fees and expenses, directly arising out of or related to any claim: (a) for violations of any third party rights (e.g., infringement); (b) Customer's content, materials, instructions or specifications to Replace; or (c) Customer's breach of the terms of this Agreement.

Replace shall indemnify, defend and hold Customer harmless from and against any and all losses, liabilities, judgments, awards, settlements, damages, costs and expenses, including attorney's fees and expenses, directly arising out of or related to any claim: (a) for violations of any third-party rights by Replace (e.g., infringement); or (b) Replace's breach of the terms of this Agreement.

**10. Promotion and Publicity.** Customer grants Replace the ongoing right to use Customer's name, logo and the Work in Replace's advertising and publicity (e.g., Replace's Customer lists) and to display the materials created under a Project Proposal in its portfolio or anywhere on Replace's website or in other materials or places solely for Replace's promotional purposes.

**11. General.** This Agreement (i) contains the complete and exclusive agreement regarding its subject matter; (ii) supersedes all prior or contemporaneous written or oral agreements, representations, promises and understandings relating thereto; (iii) may not, in whole or in part, be modified, waived or supplemented, nor may any breach be waived, nor may any Project Proposal be modified, waived or supplemented, except by a writing signed by the Parties; (v) are between sophisticated parties, and so the rule of construing ambiguities against the drafter will not apply; (vi) will be governed by Minnesota law, without regard to its choice of law provisions, and any disputes arising out of or relating to this Agreement shall be subject to mediation as a condition precedent to initiating legal action by either party. Any litigation arising out of or related to this Agreement shall be brought in a court of competent jurisdiction in Minnesota. and (vii) are binding upon the Parties and their successors.

**12. Audit Disclosure.** Pursuant to Minn. Stat. s. 16C.05, subd. 5, the books, records, documents and accounting procedures and practices of Replace or other parties relevant to this Agreement are subject to examination by Customer and either the Minnesota Legislative Auditor or the Minnesota State Auditor for a period of six (6) years after the effective date of this Agreement.

**13. Data Practices.** This Agreement is subject to the Minnesota Government Data Practice Act, Minnesota Statutes Chapter 13 (MGDPA). All government data, as defined in MGDPA Section 13.02, Subd 7, which is created, collected, received, stored, used, maintained, or disseminated by Replace in performing any of the functions of Customer during performance of this Agreement is subject to the requirements of the MGDPA and Replace shall comply with those requirements as if it were a government entity. All subcontracts entered into by Replace in relation to this Agreement shall contain similar MGDPA compliance language.

Thank you.



## TERMS & CONDITIONS (cont.)

AGREED :  
Replace, Inc.

5008 34th Ave S  
Minneapolis, MN 55417

By: 

Print Name: Jeffrey K. Johnson

Print Title: Owner, Replace, Inc.

Date: 04 / 25 / 2023

AGREED :  
The City of Willmar Minnesota | Representative

Address: \_\_\_\_\_

\_\_\_\_\_

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

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

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

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



***WILLMAR***

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333 SW 6TH ST  
WILLMAR, MN 56201  
PHONE 320-235-4913  
FAX 320-235-4917

### **Request for Proposal City Branding**

The City of Willmar requests proposals by qualified consultants to research, create, develop, and help generate an implementation plan for a City branding initiative for the City of Willmar. Responses to this Request for Proposals (RFP) will provide the City with the information required to assess, evaluate, and select a consultant based on prior experience, qualifications, methodology, approach, and work performed in similarly sized communities. It is important to note that this is a City branding initiative rather than an initiative to brand any one particular department. Respondents should be aware that this initiative is a priority for the City and that it is a strategic management tool and much more than a new logo or catchy tagline.

The branding program will be used in the following ways:

- The new brand strategy will be the beacon that guides all aspects of how the City presents itself, unifies stakeholders to deploy the brand, and consistently offers superior experiences.
- Build awareness of internal and external stakeholders by providing an established and seamless image across all participating entities.
- Provide a branding icon and a tagline(s).
- Aid in producing tangible results for economic development, tourism, quality of life, etc. The branding platform is meant to harmonize the marketing of businesses, recruitment of employment, special events, City government, tourism, education, and historical and recreational amenities. The intent is to have a unifying theme and message about the Willmar community, which differentiates Willmar from similar cities and serves to attract visitors and businesses to Willmar.

The Consultant selected will be expected to provide multiple branding concepts and be prepared for revisions of the chosen brand concept. The brand identity will need to be effective in representing Willmar in any context, enhance the perception of Willmar, and develop a feeling of community pride and ownership.

Upon project completion, the Consultant is expected to provide the logo and any other materials available in editable files for use in websites, publications, etc. Any logos and materials will be owned by the City of Willmar and its partners and may only be used for the purposes defined in the brand standards.

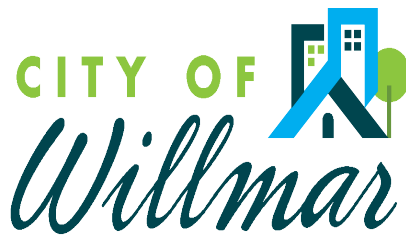
## Introduction

Surrounded by lakes, rolling hills, and rich farmland, Willmar is located 100 miles west of the Saint Paul-Minneapolis metropolitan area. Covering 15.95 square miles, the city has an estimated population of 21,076 and is projected to continue to grow by 2,685 people by 2030.

With all of the friendly neighborliness of a small town, Willmar is the county seat and largest city in Kandiyohi County and is a regional center for business, healthcare, technology, education, and shopping. Willmar is also the fastest-growing multicultural city outside the Saint Paul-Minneapolis metropolitan area. Willmar has a diversified economic base; agricultural production and agri-business are the chief industries of the city and surrounding area. Willmar was also designated an All-America City in 2005 and is a designated Main Street community.

## Branding Overview:

The objective of this branding project is to create a new identity for Willmar and all of the city departments to adopt and utilize one brand for messaging. Below you will find a few of the existing logos that are being used. Additional variations of the logos below are used depending on the department.



The City Council adopted the red "W" logo as the official City logo in the 1990s, and it has been used ever since. Various Department logos were developed independently by each respective department since there were no brand style guide standards when the logo was created. There was not a brand development strategy when the first City logo was created.

**Desired Outcomes:**

The City is interested in developing a brand that truly reflects the City at this stage in its history.

This contract will result in an implementable brand image and marketing campaign that will draw out the unique character and advantages of the community. The brand image shall positively change the perception of the community and create community pride. The brand image will include but is not limited to, logos design, messages, brand platforms, visual graphics, apparel, and other applicable graphics.

The City hopes to solicit opinions and feedback from local and regional stakeholders, city staff, and City Council members throughout this process. Local business owners and residents will also contribute to this project by providing input for the consultant, which will help develop the brand, contribute to its identity, and for them to serve as brand ambassadors. The stakeholder groups identified by the City will be provided to the consultant before the project begins.

The City of Willmar requests a proposal that exemplifies the primary goals and objectives to be achieved by the branding initiative and the process, which are as follows:

- **Uniformity:** The brand should convey a common message and image to audiences within and outside the City of Willmar. All City departments will adopt the new brand.
- **Community Identity/ Pride:** Identify and promote what makes the City of Willmar distinct and appealing in a regionally competitive environment for investors, businesses, retailers, visitors, and residents.
- **Community and Economic Development Promotion:** Promote a healthy economy, attract private investment, attract new businesses, and help retain critical businesses. A defined message that will market the City of Willmar locally, regionally, and statewide as a great place to live, work, play, and do business; the right place for development, redevelopment, and investment; the perfect mix for a business-friendly community.
- **Flexibility:** The brand must be flexible and adaptable in order to meet the needs of a variety of City departments and municipal functions within the City of Willmar as well as groups and businesses within the overall brand. It must be flexible enough to grow and evolve with any changes in the market.
- **Endorsement:** The new City brand must be authentic and resonate with citizens, businesses, employees, and community groups within the City of Willmar and throughout the region in order to gain the broadest possible support for the initiatives. The brand must be relevant to the City of Willmar and reflect the desire to move forward.

In addition to the above-mentioned areas, the City requests that the Proposers include additional ideas for services and/or business opportunities that would benefit the City.

**Project Scope:**

An appointed steering committee will collaborate with the chosen consultant to oversee and consult on the process. The successful partner will have creative excellence in brand research, design, development, and implementation.

The partnering agency will conduct research, develop several branding options, and establish an implementation schedule. Expected services include conducting quantitative and qualitative research, analyzing results, creative development, and identifying a strong, unique, complementary, and differentiated brand that captures both a forward-thinking feel and the historic nature of Willmar. The Data Gathering Process should include the following:

**1. Brand & Message Development:**

- a. The selected firm will create visual elements, messaging, and brand expression that channels voices from the community to capture the uniqueness of the City of Willmar. The selected firm will create a design logo that effectively communicates the identity of the City and messaging that connects with community members in a memorable way. The design logo and messaging should allow for flexibility so that they may be used by all departments and for all programs and services and offer complementary branding options for the Willmar Lakes Area Chamber of Commerce, Willmar Lakes Area Convention and Visitors Bureau, Kandiyohi County & City of Willmar Economic Development Commission.

**2. Deliverables:**

- a. Minimum monthly reports outlining significant meetings, discussions, actions, and results.
- b. Visual elements guide and graphic standards, including logo and fonts.
- c. Templates for common needs, such as signage, brochures, PowerPoint, report covers, letterhead, business cards, memos, etc.
- d. Message development, including theme idea and story, including two rounds of revisions.
- e. Creative conception and development, including three brand concepts, including two rounds of revisions.
- f. Creation of brand guidelines.
- g. Implementation matrix for brand identity applications and brand identity maintenance plan.
- h. Detailed implementation plan based on research results.
- i. Detailed budget breakdown for research, design, and implementation.
- j. Presentation of each deliverable.
- k. Final written report outlining project details.

### 3. Strategic Brand Implementation and Community Engagement:

- a. This task will define the activities designed to effectively establish Willmar's new brand identity, as well as identify ongoing strategies for communicating, maintaining, and enhancing the brand's value over the first three years following the introduction. The strategies should:
  - i. Prioritize short-term and long-term strategies and tactics, including a timeline.
  - ii. Employ a variety of communication tools.
  - iii. Engage residents, downtown businesses, and local community leaders.
  - iv. Enable target audiences to connect and interact with Willmar and use feedback to further build Willmar's brand.
  - v. Provide opportunities for target audiences to become advocates.
  - vi. Effectively tell the "Willmar story."

#### Submittal:

The brand identity for the City of Willmar should convey Willmar's assets and unique qualities in a way that is authentic, concise, and memorable. It will describe who we are, what we do, and why we do it. The following should be submitted with all proposals.

1. A formal cover letter including:
  - a. **Firm profile.** The proposal should provide a complete and concise description of the firm's ability to meet the requirements of this RFP.
  - b. **Project understanding.** The proposal should be knowledgeable about the City of Willmar, its amenities, and its relationship with Kandiyohi County, surrounding communities, and partners.
  - c. **Proposal budget.** Include a summary of costs and fees based on the deliverables previously noted above. Provide a budget for each individual task as an independent project and an aggregated budget for the entire project. All overhead costs (including travel and vehicle mileage) should be included in the basic fee. Any optional services the consultant recommends may be included but should be priced separately.
  - d. **Project schedule.** Include a proposed schedule for the product delivery broken down by each of the tasks previously listed above.
  - e. **Minimum Qualifications.** The selected firm must have experience formulating new brands based on research-driven methodology combined with informational insights provided by stakeholders through a public engagement process. Experience working with municipalities and/or government clients is a plus.
  - f. **References.** Include three (3) references and at least two (2) summary samples of completed projects with detailed photographic, print, and digital records.



2. Proposals are due via mail or hand delivered by 3 p.m. on May 8, 2023. Please submit to:

City of Willmar - Administration  
333 6<sup>th</sup> Street SW  
Willmar, MN 56201

Requests for documents, questions, or inquiries to:

Kyle Box  
City Operations Director  
320-214-5172  
kbox@willmarmn.gov

The City of Willmar holds no responsibility for proposals received after the deadline due to delays in the mail.

**Project Evaluation:**

The following criteria will be used in the consideration of proposals:

1. Quality and completeness of the proposal.
2. Design firm qualifications demonstrated experience with similar projects and references.
3. Proposed cost for this project and recommended implementation strategies.
4. Project approach, detail of proposed methodology, and ability to produce deliverables.
5. Ability to develop a clean, fresh look that communicates to diverse audiences across multiple platforms.

All firms will be afforded equal opportunity to submit proposals in response to this request and will not be discriminated against in consideration for the award on the basis of race, religion, color, sex, gender identity, creed, marital status, ancestry, physical or mental disability, medical condition, sexual orientation, national origin, age, or any other consideration made unlawful by federal, state or local laws.

The City of Willmar reserves the right to accept or reject any or all of the proposals generated from this RFP to the respondent that presents a proposal that best meets the specifications listed and represents the most beneficial procurement as determined by the City. The City also reserves the right to modify any requirements, terms, or conditions as outlined in this RFP when such modification is in the City's best interest. Issuance of this RFP does not obligate the City to award a contract, nor is the City liable for any costs incurred by the proponent in the preparation and submittal of the proposal.



### City Council Action Request

|                              |                                                                                                         |                                |                                                   |
|------------------------------|---------------------------------------------------------------------------------------------------------|--------------------------------|---------------------------------------------------|
| <b>Council Meeting Date:</b> | June 20, 2023                                                                                           | <b>Agenda Item Number:</b>     | 11.I.                                             |
| <b>Agenda Section:</b>       | Regular Business                                                                                        | <b>Originating Department:</b> | Planning and Development                          |
| <b>Resolution:</b>           | No                                                                                                      | <b>Prepared By:</b>            | Justice Walker, Planning and Development Director |
| <b>Ordinance:</b>            | Yes                                                                                                     | <b>Presented By:</b>           | Justice Walker, Planning and Development Director |
| <b>Item:</b>                 | Set the Public Hearing to Create the Industrial 3 District & Rezone Land into the Industrial 3 District |                                |                                                   |

**RECOMMENDED ACTION:**

The Planning Commission recommends introducing the ordinances and setting the public hearing date for July 17th to create the I-3 District and rezone land into the I-3 District.

**OVERVIEW:**

The Planning Commission conducted a public hearing on June 7, 2023 for the purpose of creating Industrial 3 District for the future Willmar Rail Park and rezone the land into I-3 District. The need for the Industrial 3 District is to provide standards for future development along the MB short rail.

**BUDGETARY/FISCAL ISSUES:**

None

**ALTERNATIVES TO CONSIDER:**

**ATTACHMENTS:**

1. I-3 Rezone
2. I-3 Ordinance
3. I-3 Map

**ORDINANCE NO.**  
**THE WILLMAR ZONING**  
**ORDINANCE**

The City of Willmar does ordain as follows:

SECTION 1. Zoning Change. The Zoning Ordinance and Zoning Map for the City of Willmar are hereby amended to rezone the following property from AG(Agriculture) to I-3 (Industrial-3):

**THE N 1320' OF W 1980' OF N1/2 OF NW1/4  
EXC TH R-O-W, AND ALSO EXC PARCEL 3C AS  
SHOWN ON KANDIYOHI CO WILLMAR WYE PROJECT  
ROW PLAT #3.**

**S1/2 OF SW1/4 EXC THE W 25 RODS OF S 36  
RODS; NW1/4 OF SW1/4 EXC THAT PART LYING  
N & W OF CO DITCH #10, ALSO EXC THAT PART  
DESC AS FLWS: BEG AT NE COR OF NW1/4 OF  
SW1/4, TH S TO A PT 650' N OF SE COR OF SD  
NW1/4 OF SW1/4, TH NW'LY TO CTRLINE OF SD  
CD #10, TH NE'LY ALONG SD CTRLINE TO N  
LINE OF NW1/4 OF SW1/4, TH E TO PT OF BEG;  
EXC PARCELS 4A & 4B AS SHOWN ON KANDIYOHI  
CO WILLMAR WYE PROJECT ROW PLAT #4.**

**PT NW1/4 OF SW1/4 EXC PARCEL 4C AS SHOWN  
ON KANDIYOHI CO WILLMAR WYE PROJECT ROW  
PLAT #4.**

**S1/2 OF SW1/4 OF NW1/4 EXC PARCELS 5A, 5B  
& 5G AS SHOWN ON KANDIYOHI CO WILLMAR WYE  
PROJECT ROW PLAT #5.**

**S1/2 OF SW1/4 OF NW1/4 EXC PARCELS 5A, 5B  
& 5G AS SHOWN ON KANDIYOHI CO WILLMAR WYE  
PROJECT ROW PLAT #5**

**AG PORTION OF VALUE FROM 95-917-5550**

**PART SE1/4 OF NW1/4:S. 330' OF SE1/2 OF  
NW1/4 & THAT PART LYING BET. THE CENT.  
LINE OF CO. DITCH #10 & A LINE 330' N.OF &  
PARA. WITH S. LINE OF SE1/4 OF NW1/4**

SW1/4 OF NE1/4; NE1/4 OF SW1/4; NW1/4 OF  
SE1/4 EXC THE FF:BEG AT SW CORNER  
THEREOF, TH N & ALONG W LINE 215',E.565'  
S 215', W.565' TO BEG. EXC PART TO HERMAN  
PEHLING & EXC PART PLATTED INTO CITY OF  
WILLMAR WESTERN INTERCEPTOR SEWER R-O-W  
PLAT NO. 1

SW1/4 OF NE1/4; NE1/4 OF SW1/4; NW1/4 OF  
SE1/4 EXC THE FF:BEG AT SW CORNER  
THEREOF, TH N & ALONG W LINE 215',E.565'  
S 215', W.565' TO BEG. EXC PART TO HERMAN  
PEHLING & EXC PART PLATTED INTO CITY OF  
WILLMAR WESTERN INTERCEPTOR SEWER R-O-W  
PLAT NO. 1

AG PORTION OF VALUE FROM 95-917-5510

PART OF NE1/4 OF SW1/4: BEG. AT SW COR. OF  
NE1/4 OF SW1/4, TH.E'LY TO SE COR. OF  
NE1/4 OF SW1/4 , TH N.200', TH. NW'LY TO  
PT. 650' N.OF SW COR.OF NE1/4 OF SW1/4, TH  
650' S ALONG W.LINE OF NE1/4 OF SW1/4 TO  
PT. OF BEG.

S1/2 OF SW1/4 EXC THE W 25 RODS OF S 36  
RODS; NW1/4 OF SW1/4 EXC THAT PART LYING  
N & W OF CO DITCH #10, ALSO EXC THAT PART  
DESC AS FLWS: BEG AT NE COR OF NW1/4 OF  
SW1/4, TH S TO A PT 650' N OF SE COR OF SD  
NW1/4 OF SW1/4, TH NW'LY TO CTRLINE OF SD  
CD #10, TH NE'LY ALONG SD CTRLINE TO N  
LINE OF NW1/4 OF SW1/4, TH E TO PT OF BEG;  
EXC PARCELS 4A & 4B AS SHOWN ON KANDIYOHI  
CO WILLMAR WYE PROJECT ROW PLAT #4.

SW1/4 OF SE1/4, PART OF NW1/4 OF SE1/4  
DESC AS FLWS: BEG AT SW COR THEREOF, TH N  
& ALONG W LINE 215',TH E 565',TH S 215',TH  
W 565' TO PT OF BEG EXC THAT PART OF SW1/4  
OF SE1/4 DESC AS FLWS:COMM AT THE SW COR  
OF SE1/4 OF SD SEC 17,TH E 61.89' TO PT OF  
BEG OF TRACT HEREIN DESC,TH CONT E 470.11'  
TH N 568.45',TH W 470',TH S 572.03' TO PT  
OF BEG.

THAT PART OF THE SW1/4 OF SE1/4 DESC AS  
FLWS: COMM AT THE SW COR OF SE1/4 OF SD

SEC 17, TH E 61.89' TO PT OF BEG OF TRACT  
HEREIN DESC,TH CONT E 470.11',TH N 568.45'  
TH W 470', TH S 572.03' TO PT OF BEG.

THE N 1320' OF W 1980' OF N1/2 OF NW1/4  
EXC TH R-O-W, AND ALSO EXC PARCEL 3C AS  
SHOWN ON KANDIYOHI CO WILLMAR WYE PROJECT  
ROW PLAT #3.

SECTION 2. Effective Date. This Ordinance shall be effective from and after its adoption and second publication.

This Ordinance introduced by Council Member \_\_\_\_\_

This Ordinance was introduced on: \_\_\_\_\_

This Ordinance published on: \_\_\_\_\_

This Ordinance given a hearing on: \_\_\_\_\_

This Ordinance adopted on: \_\_\_\_\_

This Ordinance published on: \_\_\_\_\_

**ORDINANCE NO.**

**AN ORDINANCE AMENDING NO. 1060  
KNOWN AS THE WILLMAR ZONING  
ORDINANCE BY AMENDING SECTION 6 TO  
CREATE SECTION 6.R**

The City Council of City of Willmar does ordain as follows:

SECTION 4. Ordinance 1060 is hereby amended by adding a new SECTION 6.S. so as to read as follows:

**S. I-3, RAIL PARK INDUSTRY DISTRICT.**

1. Permitted Uses With Plan Review. The following uses shall be permitted provided plans are submitted to and approved by the Zoning Administrator and the Planning Commission, subject to such conditions as they may attach thereto. All uses may be related to Rail tracks and transportation and are conditions to be approved by the Planning Commission.
  - a. Manufacturing, fabrication, and/or processing of any commodity, except that expressly prohibited here, as set out in Section (2) below, the uses being conditionally permitted there being expressly prohibited here.
  - b. Retail sales of any commodity manufactured, fabricated or processed on the premises, or of any commodity designed especially for use in agriculture, mining, industry, business, transportation, or construction, including, but not limited to, the following uses: o Building material sales yard and lumberyard, including the sale of rock, sand, gravel, and the like as an incidental part of the main business. o Contractor's equipment storage yard or plant, or rental of equipment commonly used by contractors. o Freighting or trucking yard or terminal.
  - c. Abattoirs (slaughterhouses or meatworks)
  - d. Docks and piers
  - e. Battery exchange station
  - f. Building, Heating, or Electrical Contractor
  - g. Coal washing, storage and transfer yards and facilities
  - h. Concrete mixing facilities / asphalt
  - i. Contractors Yard and building
  - j. Exterminator or Inset poison manufacturing
  - k. Fat, Oil and Grease Facilities
  - l. Fat rendering
  - m. Fertilizer manufacture
  - n. Flour and grain milling
  - o. Food-processing facilities
  - p. Fuel Oil / Bottled Gas Distributor and storage
  - q. Freight Trucking
  - r. Gravel & Mineral Extraction, Batch Plants
  - s. Grain & Feed Elevators & Supply
  - t. Heavy Equipment Sales, Rental or repair
  - u. Industries: limestone, fertilizer, concrete, lumber.
  - v. Intermodal facilities
  - w. Laboratories and Research and Development
  - x. Leather curing and tanning
  - y. Livestock Auctions
  - z. Logistics related industry or business
  - aa. Logistics and Distribution facilities



- bb. Manufacturing – Light Assembly and Processing Type A
- cc. Manufacturing – Light Assembly and Processing Type B
- dd. Manufacturing – Heavy
- ee. Manufacturing – Chemical Plant
- ff. Monument works
- gg. Natural resource storage/transfer
- hh. Outdoor Storage, Principal Use
- ii. Pharmaceutical and biomedical companies
- jj. Plastic processing
- kk. Publishing and Printing
- ll. Rail Freight facilities
- mm. Rail Transportation
- nn. Railroad yard terminal
- oo. Refining or storage
- pp. Truck Transportation
- qq. Railroad services and management
- rr. Recycling Processing Center
- ss. Salvage yard
- tt. Sawmill
- uu. Stock yards
- vv. Storage, Sel / Mini Warehouse
- ww. Vehicle Towing
- xx. Vehicle Fuel / Gas Station
- yy. Vehicle Storage, Maintenance and Repair
- zz. Transfer Station, Solid Waste
- aaa. Warehouse Storage and distribution
- bbb. Wholesale Establishment and storage

2. Conditional Uses. Uses not related to Section 5.R.1. can be permitted if related to rail logistic use upon the granting of a conditional use permit by the Planning Commission, subject to such conditions as they may attach thereto.
3. Prohibited uses. All uses not related to rail facilities and logistics may be prohibited and the following uses:
  - a. Extractive industry.
  - b. Incinerator, medical waste/hazardous waste, nonhazardous waste, and/or any incinerating facility that would be considered regulated as a point source.
  - c. Refinery, petroleum products.
  - d. Hazardous waste processing or storage.
  - e. Explosive manufacturing or storage.
  - f. Bottling Plant.
  - g. Animal Rendering.
4. Permitted Accessory Uses. The following accessory structures or uses of land shall be permitted:
  - a. Detached storage or accessory buildings.
  - b. An apartment for on-site security personnel, included within the business structure.
5. Lot Area, Width, Setback and Miscellaneous Requirements. The following standards shall be the minimum requirements for development in the “I-3” District:

|                              |           |
|------------------------------|-----------|
| a. Lot Area<br>(Square feet) | 1.5 acres |
| b. Lot Width<br>(feet)       | 150       |
| c. Setbacks (feet)           |           |

|                            |             |
|----------------------------|-------------|
| Front (r/w)                | 100         |
| Rear                       | 75          |
| Side, interior             | 50          |
| Side, street (r/w)         | 100         |
| d. Open, landscaped area   | 10%         |
| e. Building / lot coverage | 75% maximum |

EFFECTIVE DATE. This Ordinance shall be effective from and after its adoption and second publication.

This Ordinance introduced by Council Member: \_\_\_\_\_

This Ordinance introduced on: \_\_\_\_\_

This Ordinance published on: \_\_\_\_\_

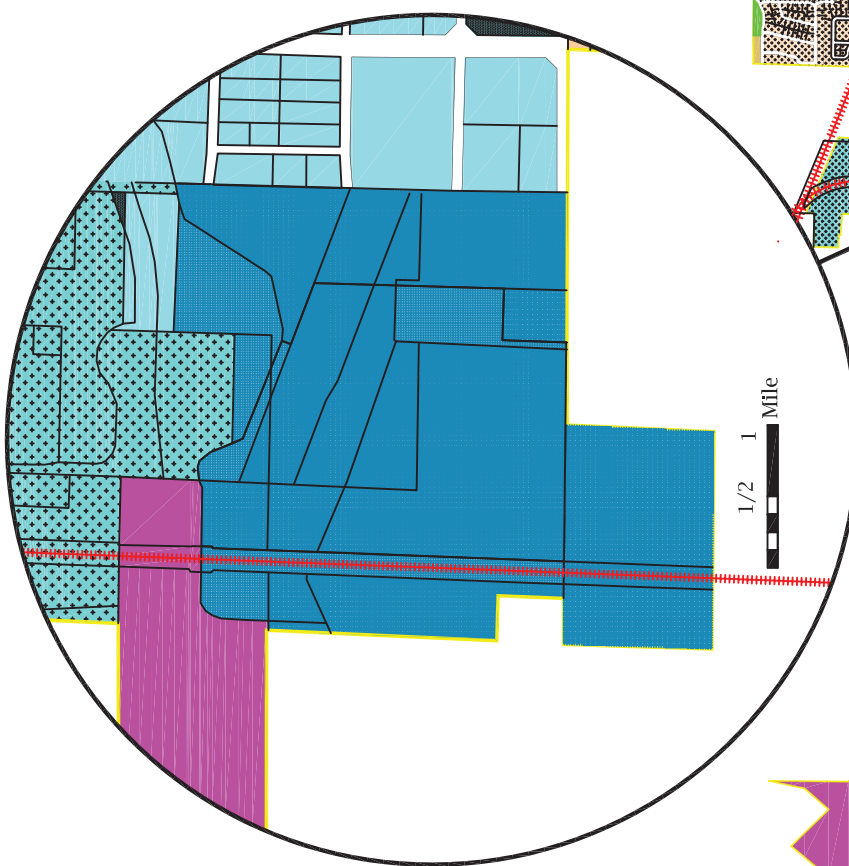
This Ordinance given a hearing on: \_\_\_\_\_

This Ordinance adopted on: \_\_\_\_\_

This Ordinance published on: \_\_\_\_\_

LEGEND

-  R-1 - One-Family Res. Dist.
-  R-2 - One and Two-Family Res Dist
-  R-3 - Low Dens Multiple Fam Res
-  R-4 - Medium Dens Multiple Fam Res
-  R-5 - High Density Multiple Fam Res
-  LB - Limited Business Dist
-  GB - General Business
-  CBD - Central Business Dist
-  G - Government Dist
-  I-1 - General Industry District
-  I-2 - General Industry District
-  I-3 - General Industry District



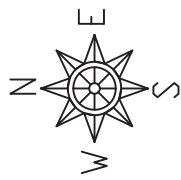
1/2 1 Mile

I-3 Location



I-3 Location

1/4 1/2 3/4 1 Miles



# I-3 ZONING MAP

Planning and Development Department  
May / 2023



### City Council Action Request

|                              |                      |                                |                                                   |
|------------------------------|----------------------|--------------------------------|---------------------------------------------------|
| <b>Council Meeting Date:</b> | June 20, 2023        | <b>Agenda Item Number:</b>     | 11.J.                                             |
| <b>Agenda Section:</b>       | Regular Business     | <b>Originating Department:</b> | Planning and Development                          |
| <b>Resolution:</b>           | No                   | <b>Prepared By:</b>            | Justice Walker, Planning and Development Director |
| <b>Ordinance:</b>            | No                   | <b>Presented By:</b>           | Justice Walker, Planning and Development Director |
| <b>Item:</b>                 | Willmar Wye Easement |                                |                                                   |

**RECOMMENDED ACTION:**

Staff recommends motion to approve signing of the Wye easement.

**OVERVIEW:**

City Attorney Scott discovered that the Wye easement may have never been executed. This easement was drafted during the Wye project entitlement process. A landowner to the south of the city's property was cut off from their road access. In the process, an easement across the eastern boundary of the property was drafted. Work has been done, and the easement is active. Currently, the landowner to the south needs the official signed document of the easement.

**BUDGETARY/FISCAL ISSUES:**

None

**ALTERNATIVES TO CONSIDER:**

None

**ATTACHMENTS:**

1. Willmar Wye - City to County (Boike) (v2) 073020 (002)
2. Easement Property

### **INGRESS/EGRESS EASEMENT**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Willmar, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, 333 6th St SW, Willmar, MN 56201, referred to herein as “Grantor,” and Kandiyohi County, Minnesota, a political subdivision of the State of Minnesota, 400 Benson Ave SW, Willmar, MN 56201, referred to herein after as “Grantee”; (collectively referred to herein as the “parties”).

### **AGREEMENT**

That for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Grantor and Grantee do hereby agree as follows:

1. Grantor is the lawful owner, and is lawfully seized and possessed of, the tract of land legally described on Exhibit A (“Tract A”), which is attached hereto and incorporated herein by reference, in the City of Willmar, Kandiyohi County, Minnesota.
2. Grantor hereby grants and conveys to the Grantee a permanent easement for ingress/egress purposes, as legally described on Exhibit B, which is attached hereto and incorporated by reference (the “Easement Area”), over Tract A.
3. Grantee may make such improvements to the Easement Area as it may deem appropriate in furtherance of the purposes permitted by and within the scope of the easement granted herein; however, Grantee shall be solely responsible for the entire cost of any and all improvements.
4. Grantee shall maintain the Easement Area at its own expense without reimbursement from the Grantor.

5. Grantee shall indemnify, protect, save, hold harmless and insure the Grantor, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages, including expenses, reasonable attorneys' fees, and costs of alternative dispute resolution, which may arise out of or be caused by Grantee or its agents, employees, contractors, with respect to Grantee's use of the Easement Area. Grantee shall defend Grantor against the foregoing, or litigation in connection with the foregoing, at Grantee's expense, with counsel reasonably acceptable to Grantor. Grantor, at its expense, shall have the right to participate in the defense of any Claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this section shall not apply to damages or other losses proximately caused by or resulting from the gross negligence or willful misconduct of Grantor. All indemnification obligations shall survive termination, expiration or cancellation of this agreement.
6. Grantee shall, at its expense, maintain in effect liability insurance with limits not less than the maximum liability limits for a municipality as provided in Minnesota Statutes, Section 466.04; the Grantor shall be an additional insured on such policy. The insurance policy and certificate shall not be canceled or its conditions altered in any manner without ten (10) days prior written notice to Grantor. Grantee shall deliver or cause to be delivered to Grantor, certificates of all insurance required, signed by an authorized representative and stating that all provisions of the specified requirements are satisfied. Grantee shall annually provide additional certificates of insurance to Grantor. If Grantee fails to maintain a policy of insurance as required by Grantor and/or provide updated and current certificates evidencing such required insurance to Grantor, and fails to provide updated certificates of all insurance required hereunder within fifteen business days after receiving a written notice of such failure from Grantor, Grantors may thereafter immediately terminate this agreement and require the immediate restoration of the Easement Area to its preexisting condition at the Grantee's sole cost and expense.
7. Grantor and its assigns and agents shall at all times have the right to enter upon said right-of-way for any purpose necessary to the performance of lawful powers and duties.
8. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.
9. Each party agrees that it shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts and omissions of the other party and the results thereof. The Grantor's liability shall be limited by the provisions of the Municipal Tort Claim Act, Minn. Stat. Ch. 466, and other pertinent law.
10. Any claim, dispute, or controversy arising out of this Agreement, or in connection with this Agreement, shall be settled by arbitration conducted in the City of Willmar in accordance with the rules of the American Arbitration Association. If the parties are unable to agree upon a neutral arbitrator, one shall be appointed by and through the procedures established by the American Arbitration Association.



11. Grantor and Grantee agree to correct any legal descriptions contained herein if there is a mistake discovered, including any mistakes or discrepancies revealed by an accurate survey of the property identified herein.

*[Signature pages to follow]*

Page 271 of 277

# City of Willmar

Brian Gramentz, Its City Administrator

Notary Public

FLAHERTY & HOOD, P.A.  
525 Park Street, Suite 470  
St. Paul, MN 55103  
651-225-8840

**EXHIBIT A**

**LEGAL DESCRIPTION OF TRACT A: REAL PROPERTY OWNED BY THE CITY OF  
WILLMAR**

**LEGAL DESCRIPTION:**

The north 1320 feet of the west 1980 feet of the Northwest Quarter of Section 20, Township 119 North, Range 35 West, Kandiyohi County, Minnesota which lies southerly of the southerly boundary line of Minnesota Department of Transportation Right of Way Plat No. 34-74 as the same is on file and of record in the office of the County Recorder in said Kandiyohi County.

## **EXHIBIT B**

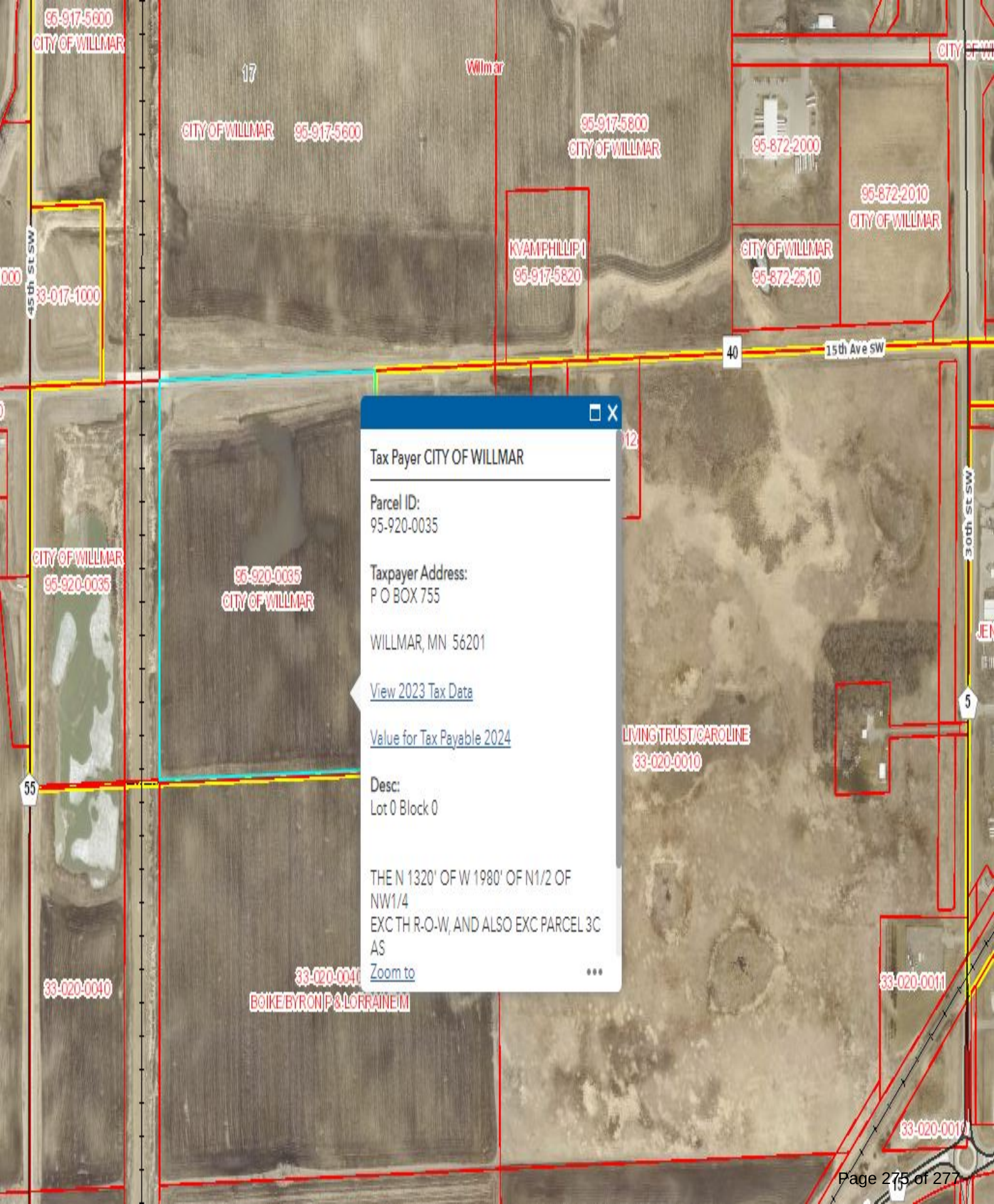
### **LEGAL DESCRIPTION OF PERMANENT EASEMENT**

#### **LEGAL DESCRIPTION:**

The easterly 33 feet of Tract A described below:

Tract A.        The north 1320 feet of the west 1980 feet of the Northwest Quarter of Section 20, Township 119 North, Range 35 West, Kandiyohi County, Minnesota which lies southerly of the southerly boundary line of Minnesota Department of Transportation Right of Way Plat No. 34-74 as the same is on file and of record in the office of the County Recorder in said Kandiyohi County;

together with that part of Tract A hereinbefore described, adjoining and westerly of the above described strip, which lies easterly of a line run parallel with and distant 65 feet westerly the following described line: Beginning at the northeast corner of Tract A hereinbefore described; thence southerly along the easterly line thereof for 200 feet and there terminating.



Tax Payer CITY OF WILLMAR

Parcel ID:  
95-920-0035

Taxpayer Address:  
P O BOX 755

WILLMAR, MN 56201

[View 2023 Tax Data](#)

[Value for Tax Payable 2024](#)

Desc:  
Lot 0 Block 0

THE N 1320' OF W 1980' OF N1/2 OF  
NW1/4  
EXC TH R-O-W, AND ALSO EXC PARCEL 3C  
AS

[Zoom to](#)

...



CITY OF WILLMAR  
95-921-5872

95-921-5872  
CITY OF WILLMAR

CITY OF WILLMAR 95-921-5710

Willmar

CITY OF WILLMAR

95-921-5690

95-510-0510

95-510-0520

95-510-0530

95-510-0540

95-510-0550

95-510-0560

95-510-0570

95-510-0510

95-510-0400

95-510-0390

95-510-0380

95-510-0370

95-510-0370

CITY OF WILLMAR

95-921-5846

18th St SW



## City of Willmar

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### City Council Action Request

|                              |                           |                                |                                    |
|------------------------------|---------------------------|--------------------------------|------------------------------------|
| <b>Council Meeting Date:</b> | June 20, 2023             | <b>Agenda Item Number:</b>     | 13.B.                              |
| <b>Agenda Section:</b>       | Adjourn to Closed Session | <b>Originating Department:</b> | Administration                     |
| <b>Resolution:</b>           | No                        | <b>Prepared By:</b>            | Leslie Valiant, City Administrator |
| <b>Ordinance:</b>            | No                        | <b>Presented By:</b>           | Leslie Valiant, City Administrator |
| <b>Item:</b>                 | Land Sale Offer           |                                |                                    |

#### RECOMMENDED ACTION:

#### OVERVIEW:

Close session to consider the asking price and/or consider offers or counteroffers for the sale of city-owned real property (closed session under Minn. Stat. § 13D.05, subd. 3(c)) for property located under 1st Street Bridge.

#### BUDGETARY/FISCAL ISSUES:

#### ALTERNATIVES TO CONSIDER:

#### ATTACHMENTS:

None