



WILLMAR CITY COUNCIL MEETING

MONDAY, JULY 3, 2023 @ 5:30 PM

BOARD ROOM HEALTH AND HUMAN SERVICES BUILDING

2200 – 23rd STREET NE, WILLMAR MINNESOTA

Pursuant to Minnesota Statute 13D.02, Councilmember Ask will participate via

Interactive Technology from 698 N. Hunter Lake Road NE Longville, MN 56655

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 20, 2023
- B. Planning Commission Minutes of June 21, 2023 "Draft"
- C. Willmar Municipal Utilities Commission Minutes of June 26, 2023
- D. Accounts Payable Report, 06-14-23 through 06-27-23
- E. Accept and Final Project No. 2101-B
- F. Facility Agreement with Willmar Public Schools
- G. West Central Hockey Lease Agreement Amendment
- H. Advertisement Agreement with Willmar Hockey Boosters
- I. Advertisement Agreement with 100 Yard Football Club
- J. Advertisement Agreement Willmar Boys Soccer Booster Club
- K. Concession Stand Agreement with Willmar Baseball Association
- L. Concession Stand Agreement with Willmar Softball Association
- M. Rice Hospital Board Application - Joyce Elkjer-Sundberg

Information:

- N. CVB Minutes of May 16, 2023
- O. CCT Minutes of March 28, 2023

6. Approve Consent Agenda Items
7. Items Removed from Consent Agenda
8. Open Forum (Individuals Limited to Three (3) Minutes)
9. Regular Business

- A. Approve the hiring of a Public Works Director
 - B. Approve new job description - Building Maintenance Technician
 - C. Non-Exempt (Overtime Eligible) Pay Policy
 - D. National Guard Armory MOU
 - E. Introduce Ordinance and Set Public Hearing Date for Bethesda Rezone
 - F. Approve Plans & Specifications, Authorize Advertisement for Bids Project No. 2304-B, 19th Ave Trail Project.
 - G. Professional Services Agreement: 2024 Improvement Projects Feasibility Report & Preliminary Survey
 - H. MN DNR Trailhead grant award
 - I. Authorize Staff to Enter into an Agreement with the International City/County Management Association (ICMA).
 - J. Consider A Professional Services Agreement with Bolton & Menk for Airport Drainage Improvements.
 - K. Resolution to Acknowledge Donations for the Second Quarter of 2023
- 10. "Community Pride" Announcements
 - 11. Adjourn to Closed Session
 - A. Land Sale Discussion Parcel 95-921-5690
 - 12. Adjourn

WILLMAR CITY COUNCIL PROCEEDINGS
MUNICIPAL UTILITIES AUDITORIUM
WILLMAR, MINNESOTA
ALSO AVAILABLE BY ELECTRONIC MEANS FOR REMOTE COUNCIL MEMBERS

June 20, 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 Audrey Nelsen, Vicki Davis, Carl Shuldes, Thomas Butterfield, Julie Asmus, and Rick Fagerlie. Present 8, Absent 1. Council Member Ask 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, Finance Director Tom Odens, 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.

Mayor Reese welcomed new Finance Director Tom Odens.

Additions/deletions to the agenda included: Council Member Davis asked that Item J. Willmar Wye Easement be removed from the agenda due to the fact a resolution authorizing signatures was located and needed no further action from Council.

Council Member Davis moved to approve the agenda, as amended. Council Member Shuldes seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

City Clerk Thompson reviewed the consent agenda.

- 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. **Resolution No. 2023-104 Accepting Age-Friendly Minnesota Grant**
- H. Kuepers Minor Subdivision

Information:

- I. Rice Hospital Board Application - Joyce Elkjer-Sundberg
- J. Building Report May 2023

Council Member O'Brien offered a motion to approve the consent agenda. Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Kenneth Newberg, Willmar, addressed the Mayor and Council during the Open Forum and spoke in favor of locating the Community Center at the former J.C. Penney site. He also provided a petition to City Clerk Thompson with signatures from the public showing their support of this location.

Chris Radel, Willmar, addressed the Mayor and Council during the Open Forum and asked the Council to consider the financial impact to citizens, and the impact of future location implications of whichever site is chosen.

Jacob Lefever, Willmar, addressed the Mayor and Council and spoke against locating City Offices and Community Center to the former J.C. Penney building.

Mayor Reese recognized Willmar Fests Chair James Miller who thanked the City Council and staff for their help and support and extended invitations to events scheduled for the upcoming annual community celebration. This year, coffee with the candidates at Goodness Coffee House will kick off Willmar Fests at 10:00 a.m. on Wednesday, June 21st. He acknowledged the many great sponsors who make this celebration happen. He touched on the numerous events of the festival to include the Block Party on Thursday, June 22nd at 5:00 p.m., the Grand Day Parade on Saturday, June 24th at 10:30 a.m., coronation at 3:00 p.m. followed by the Little Crow Ski Show at 7:30 p.m., the Beach Party Concert at 8:30 p.m., and the "Works Over Water" Fireworks Show at 10:00 p.m. Aqua Princess Leigh Smith highlighted some of the events the Ambassador's participated in over the last year.

At 6:59 p.m. Mayor Reese opened the public hearing for the proposed sale of municipal land to Chaw's Asian Market, LLC. Planning and Development Services Director Walker presented details of the proposed sale.

There being no one present to speak for or against the proposed sale, Mayor Reese closed the public hearing at 7:00 p.m. and opened it up for discussion from the Council.

Following discussion, Council Member Shuldes offered a motion to adopt, assign a number, and publish **Ordinance No. 1499 Authorizing the Sale of Real Property to Chaw's Asian Market, LLC.** Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

At 7:01 p.m. Mayor Reese opened the public hearing for the creation of a GB2 district in the city. Planning and Development Services Director Walker presented pertinent details of the proposed district.

There being no one present to speak for or against the proposed district, Mayor Reese closed the public hearing at 7:15 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. 1500 An Ordinance Amending No. 1060 Known as Willmar Zoning Ordinance by Amending Section 6 to Create Section 6.R.** Council Member Shuldes seconded the motion, which carried on a roll call vote of Ayes 6, Noes 1. Council Member Fagerlie voted "no".

Due to the length and cost of publishing the entire ordinance, Council Member Davis offered a motion to publish by summary **Ordinance No. 1500 An Ordinance Amending No. 1060 Known as 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.

At 7:18 p.m. Mayor Reese opened the public hearing for an ordinance amendment removing parking minimums. Planning and Development Services Director Walker presented pertinent details of the proposed amendment.

There being no one present to speak for or against the proposed amendment, Mayor Reese closed the public hearing at 7:38 p.m. and opened it up for discussion from the Council.

Following discussion, Council Member Asmus offered a motion to adopt, assign a number, and publish **Ordinance No. 1501 An Ordinance Amending No. 1060 Known as the Willmar Zoning Ordinance by Amending Section 4 Relating to Parking and Loading.** Council Member Butterfield 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 Fagerlie offered a motion to publish by summary **Ordinance No. 1501 An Ordinance Amending No. 1060 Known as the Willmar Zoning Ordinance by Amending Section 4 Relating to Parking and Loading.** Council Member Asmus seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Interim Finance Director Fenske presented a request to call for public hearing on an ordinance authorizing the issuance of General Obligation Bonds, Series 2023A. It was requested a hearing be set for July 17, 2023.

Following discussion, Council Member Fagerlie introduced **Resolution No. 2023-105 Calling for Public Hearing on an Ordinance Authorizing the Issuance of General Obligation Improvement Bonds, Series 2023A and Levying Taxes for the Payment Thereof**, and set a public hearing for July 17, 2023, at 6:30 p.m. or as soon thereafter as possible. Council Member Asmus seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Interim Finance Director Fenske presented a request to approve the 2024 Budget Calendar as presented. It was noted this is part of the City budget process and outlines dates and processes for staff to follow to meet all the required timeframes established by State law.

Council Member Fagerlie offered a motion to approve staff's request. Council Member O'Brien seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

City Operations Director Box presented a request to approve the amended Social Media Policy. It was noted the last policy was adopted in 2012, and the 2023 version provides a purpose and scope in greater detail, making this policy clear for users of the policy.

Following discussion, Council asked that the word "council" be changed to "elected officials" to include the mayor. Council Member Shuldes offered a motion to approve the updated 2023 version with the recommended change from Council. Council Member Fagerlie seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

City Clerk Thompson presented a request to approve the sale of THC product license for Mohammed Hasee LLC dba Mr. Smoke.

Following discussion, Council Member Fagerlie offered a motion to approve staff's request. Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Planning and Development Services Director Walker and Main Street Coordinator Riley Kennedy presented a request to accept \$2,000 grant funds from the Willmar Area Community Foundation to support the Main Street program bringing artistic and culturally focused events to downtown Willmar.

Resolution No. 2023-106 Authorizing Acceptance of a Grant From Willmar Community Foundation 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 an update on various grants received by the Planning and Development Department. This item was for information purposes only.

Planning and Development Services Director Walker presented a request to direct staff draft an ordinance to address short-term rentals in the city. Currently, the City Planning Code does not address short-term rentals.

Following discussion, Council directed staff to work with City Attorney Scott to draft an ordinance addressing short-term rentals in the city.

City Operations Director Box presented a request to enter into an agreement with Replace for branding services for \$35,000. It was noted the current logo was adopted in the 1990's. 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 of these goals has a definition of success. The city released Requests for Proposals (RFP's) in April 2023 and received 20 proposals. The Rebranding Scoring Committee unanimously recommends Replace to lead Willmar's rebranding efforts.

Following a lengthy discussion, **Resolution No. 2023-107 Authorizing Execution of a Contract with Replace** was introduced by Council Member Shuldes. Council Member Asmus seconded the motion, which carried on a roll call vote of Ayes 6, Noes 1. Council Member Butterfield voted “no”.

Planning and Development Services Director Walker presented a request to introduce an ordinance amending the current zoning ordinance to create an I-3 District, and an ordinance to rezone land from AG (Agriculture) to I-3 and set public hearings for both on July 17, 2023.

Following discussion, Council Member Asmus offered a motion to **introduce an Ordinance Amending No. 1060 Known as the Willmar Zoning Ordinance by Amending Section 6 to Create Section 6.S** and set a public hearing for July 17, 2023. Council Member Fagerlie 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 Willmar Zoning Ordinance by Amending Section 6 to Create Section 6.S**. Council Member Fagerlie seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Council Member Asmus offered a motion to **introduce an Ordinance Amending the Willmar Zoning Ordinance to Rezone Property from AG (Agriculture) to I-3 (Industrial-3)** and set a public hearing for July 17, 2023. Council Member Fagerlie seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Council Member O'Brien offered the following comments: the recent water rate comparison was received, and Willmar Municipal Utilities water rates came in 17th out of 31. He feels we are sitting well; he thinks we should tread lightly on approving THC licensing in the future.

At 8:35 p.m. upon motion by Council Member Fagerlie and seconded by Council Member Asmus, the Council entered into closed session pursuant to Statute 13D.05, Subd. 3(c).

At 9:05 p.m. Council returned to open session.

At 9:07 p.m. upon motion by Council Member Asmus and seconded by Council Member Butterfield, the Council entered into closed session pursuant to Statute 13E.03, Subd. 3(c).

At 9:26 p.m. Council returned to open session.

Council Member Nelsen offered a motion to adjourn the meeting, with Council Member Asmus seconding the motion, which carried. The meeting adjourned at 9:27 p.m.

MAYOR

Attest:

SECRETARY TO THE COUNCIL

RESOLUTION NO. 2023-104

AUTHORIZATION TO ACCEPT AGE-FRIENDLY MINNESOTA GRANT

Motion By: O'Brien

Second By: Davis

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 20th day of June, 2023

/s/ Douglas E. Reese
MAYOR

Attest:

/s/ Judy R. Thompson
CITY CLERK

RESOLUTION NO. 2023-105

**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**

Motion By: Fagerlie Second By: Asmus

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 Fagerlie 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 irrepealable 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 Asmus and upon a vote being taken thereon, the following voted in favor thereof: Council Members Audrey Nelsen, Vicki Davis, Carl Shuldes, Michael O'Brien, Thomas Butterfield, Julie Asmus, and Rick Fagerlie

and the following voted against the same: None

Whereupon said resolution was declared duly passed and adopted this 20th day of June, 2023.

/s/ Douglas E. Reese
MAYOR

ATTEST:

/s/ Judy R. Thompson
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 17th 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

RESOLUTION NO. 2023-106

RESOLUTION AUTHORIZING ACCEPTANCE OF A GRANT FROM WILLMAR COMMUNITY FOUNDATION.

Motion By: Asmus

Second By: Davis

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 20th day of June 2023

/s/ Douglas E. Reese
MAYOR

Attest:

/s/ Judy R. Thompson
CITY CLERK

RESOLUTION NO. 2023-107

**RESOLUTION AUTHORIZING EXECUTION OF
A CONTRACT WITH REPLACE.**

Motion By: Shuldes

Second By: Asmus

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 20th day of June 2023

/s/ Douglas E. Reese
MAYOR

Attest:

/s/ Judy R. Thompson
CITY CLERK



City of Willmar

City Council Action Request

Council Meeting Date:	July 3, 2023	Agenda Item Number:	5.B.
Agenda Section:	Consent Items	Originating Department:	Planning and Development
Resolution:	No	Prepared By:	
Ordinance:	No	Presented By:	
Item:	Planning Commission Minutes of June 21, 2023 "Draft"		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. 06-21 Minutes
2. 06.21 Agenda
3. VISUALS 06-21

**WILLMAR PLANNING COMMISSION
WEDNESDAY, JUNE 21st, 2023
333 6TH STREET SW, CONFERENCE ROOM 1
MINUTES**

1. The Willmar Planning Commission met on Wednesday, June 21st, 2023, at 6:30pm at the City Hall

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

Members Absent:. Chair Jonathan Marchand, Stacy Holwerda and Vice Chair Kelsey Vosika.

Others Present: Director Justice Walker, City Planner Guilherme Motta, Aaron Backman, Mike Bowman, Hojn Hafner, Jennifer Kotila, Matt Runke, Troy Lederson.

2. Commissioner Dresler called for order at 6:33pm. Commissioners reviewed minutes from June 7th. Commissioner Buzzeo asked for changes in the last line of item 4. Commissioner Buzzeo motioned to approve with the correction, and Commissioner Fils-Aime seconded. All members present voted aye to approve. The motion was approved.

3. BETHESDA MAP AMENDMENT AG TO LB – PUBLIC HEARING (FILE 23-06).

Director Walker gave an overview of the project and read the staff recommendation according to the agenda.

The public hearing was opened at 6:36pm.

Commissioner Dresler asked if anyone would comment on the map amendment, and nobody commented.

Public Hearing closed at 6:36pm.

Commissioner Dresler asked for commissioner comments. Director Walker explained the location, that it is contiguous to north Limited Business zoning district and justified why this is the best zoning to be amended considering that in R1, R2 and R3 there are limited density limits, and it would be necessary a PUD prior to final approval. He also explained that the PUD would give flexibility on the project. Mr. Lederson explained this is a similar development to other Bethesda projects. Commissioner Buzzeo confirmed it would be 210 units. Commissioner Dresler asked for more questions.

Staff recommended in favor of the approval for the Map Amendment.

Commissioner Christianson motioned to approve the Map Amendment, and Commissioner Fils-Aime seconded. Commissioner Fils-Aime voted aye, Commissioner Buzzeo voted aye, Commissioner Dresler voted aye and Commissioner Christianson voted aye. The motion was approved.

4. RAIL PARK, MAJOR SUBDIVISION – FINAL (FILE 23-03)

Director Walker gave an overview of the project according to the agenda and comments provided. He showed data necessary for preliminary and final plat approval and checked with commissioners if it was provided.

The public hearing was opened at 6:47pm.

Commissioner Dresler asked if anyone would comment on the project.

Mr. Backman introduced the final plat showing the utilities and easements available.

The public was closed at 6:49pm.

Commissioner Buzzeo read the overview project to clarify why it would be necessary to approve the plat now when new subdivisions were imminent in the future. Director Walker explained that the current subdivision is conceptual and to unify the several lots into only one lot. This would give prospective tenants a blank slate for development. Other subdivisions would be necessary according to the new developments interested in locating in the Rail Park. At that point utilities would be necessary and required. Commissioner Buzzeo asked why the cost to extend utilities were not on the developer for this subdivision. Mr. Backman said that water service is part of the agreement made by the city and the developer and it would be consolidated. Commissioner Buzzeo asked about the signatures on the final plat, that would be provided after council approval and final mylar signature would be requested. Commissioner Dresler asked for more questions. With no further questions, Commissioner Dresler asked for a motion.

Commissioner Fils-Aime motioned to approve Rail Park Major Subdivision; Commissioner Buzzeo seconded. Commissioner Christianson voted aye, Commissioner Fils-Aime voted aye, Commissioner Buzzeo voted aye, and Commissioner Dresler voted aye. The motion was approved.

5. PEP'S BAR AND RESTAURANT, PLAN REVIEW – PRELIMINARY (FILE 23-06)

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. Mr. Hafner said they agree with staff comments. Mr Bowman explained it is a social dining club and cocktail establishment for members only, for 62 people inside and the goal is to continue with construction of the kitchen and bathrooms and installing a sprinkler system. Commissioner Buzzeo asked for location and confirmed if it is only interior remodeling and Mr. Walker showed location on GIS. Commissioner Dresler asked about the current use, it is a studio and garage. Director Walker explained why it is a Plan Review process and shall be approved for the Planning Commission. Commissioner Dresler asked about parking issues and the architect Mr. Hafner responded they have at least 30 stalls already paved and that the occupancy is based on square footage. Commissioner Dresler asked for more questions and finished the discussion.

6. MISCELLANNEY

1. Director Walker explained this is a city-initiated Map and Text Zoning Amendment that changes uses for the General Business District. This change is part of the split of the General Business District in 3 different zonings. The General Business District would keep in general retails, neighborhood businesses in a more walkable and neighbor environment, according to uses specified on the new uses table and new lot size and setbacks. GB-2 (General Business District 2) was already approved by this Planning Commission on 05-17 meeting. The changes have occurred in the General Business (GB) zoning located throughout the 1st Street S, south Willmar Ave. The third zoning district created from the GB split is the GB-3 (General Business District 3). This zoning is a more industrial related business, located on areas that already have the tendency for industrial uses, but not as heavy as the one located in I-1 and I-3. This zoning is located on certain portions of Hwy 12, close to industrial area and on north, throughout the Hwy 71.

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 they discussed this at the council meeting and it was decided to work on an ordinance that would be discussed and later brought to the Planning Commission.

7. ADJOURN

Commissioner Buzzeo motioned to adjourn at 7:21pm. 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

CITY OF WILLMAR
PLANNING COMMISSION MEETING
6:30 P.M. ON WEDNESDAY, JUNE 21st, 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 June 07th meeting
3. Bethesda Map Amendment – Public Hearing
4. Rail Park Subdivision, Public Hearing, Preliminary and Final Plat
5. Pepe's Bar and Restaurant – Plan Review, Preliminary
6. Miscellany
7. Adjourn

1. MEETING CALLED TO ORDER

2. MINUTES FROM JUNE 7TH MEETING

3. BETHESDA MAP AMENDMENT AG to LB – PUBLIC HEARING (23-06)

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 12th 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.

Staff Recommendation: Staff recommends approving the rezoning from Agricultural to Limited Business.

- Limited Business is contiguous to the north of the property
- Limited Business will allow the density through a PUD
- AG districts in town have been slated for development

- Senior Housing is the number 1 housing need in the community form the 2022 Housing Study
4. **RAIL PARK SUBDIVISION, PUBLIC HEARING, PRELIMINARY AND FINAL PLAT (23-03)**

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 8: The control access should be shown on the adjacent highway plat.

Engineering: They have reviewed the Final Plat which was submitted via e-mail 5/25/2022 along with sheets C1.1 and C2.1 which were submitted via e-mail 5/30/2022. They have the following comments:

1. The roadway and utility easement identified in the southeast corner of the plat shall be designated as right-of way rather than easement. The dedication section shall also be updated.
2. A minimum of 75 feet of Right-of-Way north of the centerline of State Highway 40 shall be dedicated on the plat.
3. Current title commitments for the property identified in the Preliminary Plat shall be obtained for verification of the legal description.
4. The applicant shall obtain all necessary regulatory agency permits/approvals and provide verification to the City of Willmar for our files prior to construction.
5. Any sub-surface tile lines encountered during construction shall be repaired and or re-routed to maintain drainage.
6. The applicant shall submit a grading plan for the review of the City of Willmar.
7. The applicant shall submit rail plans to the City of Willmar.

8. The applicant shall submit a Stormwater Pollution Prevention Plan for the review of the City of Willmar.
9. The applicant shall submit a Stormwater Management Plan for the review of the City of Willmar.
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.

They recommend that the information requested above be provided for review prior to construction at the site. They further recommend that the Final Plat be approved contingent on the above-reference comments and other comments submitted by city staff, the Planning Commission, and the City Council.

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

- **Reference Physical Plat**

5. PEP'S BAR AND RESTAURANT PLAN REVIEW, PRELIMINARY (23-06)

Overview:

- Stephen Peppin is requesting a plan review to continue remodel of interior to build out kitchen and bathroom for Bar and Restaurant use.
- The proposed building is located at 1600 11th Ave NE, Willmar and zoned as GB – General Business.

Comments:

Fire Department: At this point everything looks good

WPD: No WPD concerns as presented.

WMU Electric: We are good with the current electrical service to the building, any upgrades or additions to the electrical service will be at the expense of the owner, no other comments at this time.

WMU Water: They have no comments on the water service at this time

Engineering: They have reviewed the preliminary plans submitted via email on June 6, 2023. They have the following comments:

- The applicant shall obtain a city excavation permit prior to construction.
- The applicant shall submit an erosion control plan prior to construction.
- The applicant shall submit a grading plan for review prior to construction.
- The applicant shall submit a paving plan prior to construction.
- The applicant shall submit construction details including but not limited to pavement sections, striping, etc.
- All construction shall be in accordance with the City of Willmar Standards.

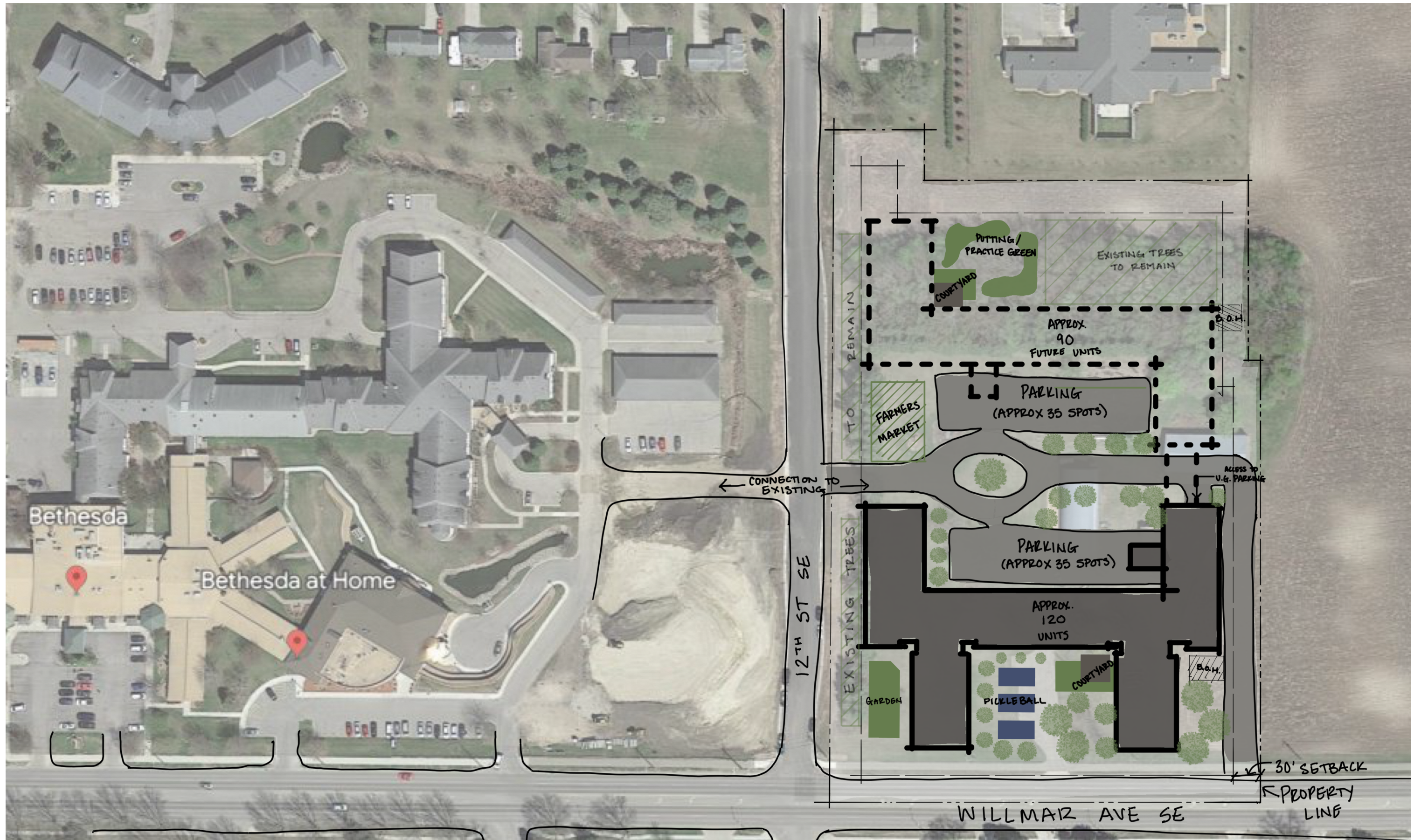
They recommend that the information requested above be provided for review prior to construction at the site.

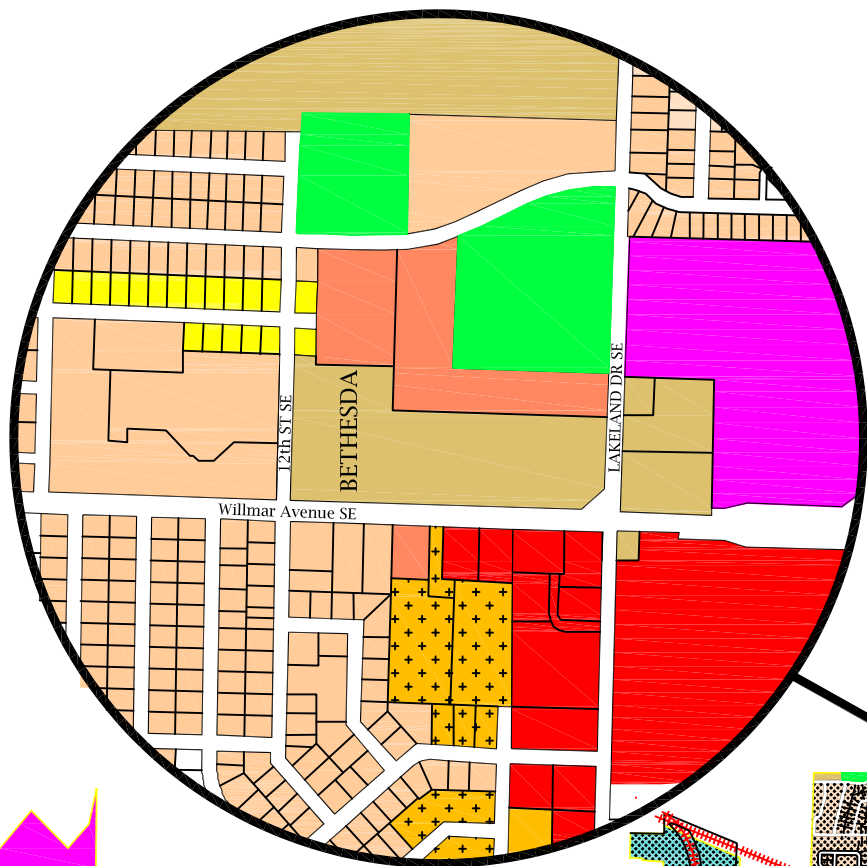
6. MISCELLANEOUS

a. General Business District Split

This is a city-initiated Map and Text Zoning Amendment that changes uses for the General Business District. This change is part of the split of the General Business District in 3 different zonings: GB (General Business District), for smaller related business, located on 1st Street S, between Willmar Avenue and Hwy 12. The General Business District would keep in general retails, neighborhood businesses in a more walkable and neighbor environment, according to uses specified on the new uses table and new lot size and setbacks. GB-2 (General Business District 2) was already approved by this Planning Commission on 05-17 meeting. The changes have occurred in the General Business (GB) zoning located throughout the 1st 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 25,000 square feet. The third zoning district created from the GB split is the GB-3 (General Business District 3). This zoning is a more industrial related business, located on areas that already have the tendency for industrial uses, but not as heavy as the one located in I-1 and I-3. This zoning is located on certain portions of Hwy 12, close to industrial area and on north, throughout the Hwy 71. Map and Text to amend Ordinance 1060, Section 05 is attached to this Agenda as Visual. As a consequence, it is necessary to add new zoning GB-2, GB-3 and I-3 on Signs Ordinance 1060, Section 6.A.2 and 3, Section 6.D.2.c, Section 6.E.2.d, Section 6.F.2.f, Section 5.H.4 and Section 3.D.1.

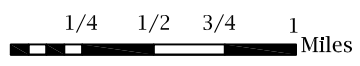
7. ADJOURN





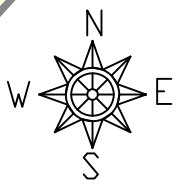
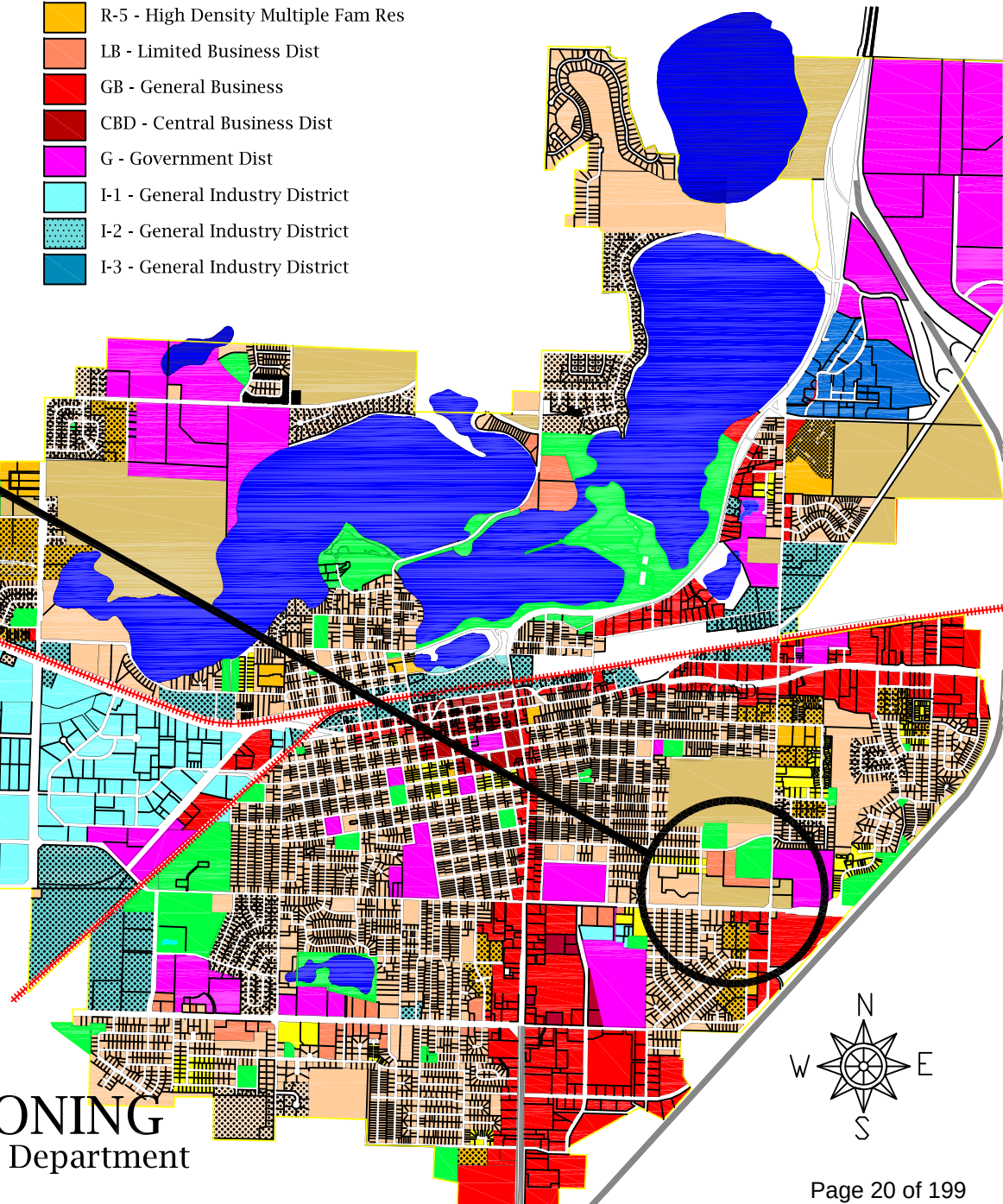
Bethesda Location

- 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



BETHESDA REZONING

Planning and Development Department
May / 2023



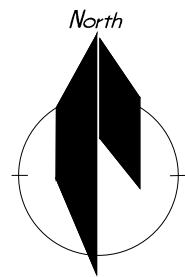
Preliminary Plat of:

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, along the east line of said record plat entitled KANDIYOHI COUNTY WILLMAR WYE PROJECT RIGHT OF WAY PLAT NO. 5, and also along the east line of the 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;
- 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

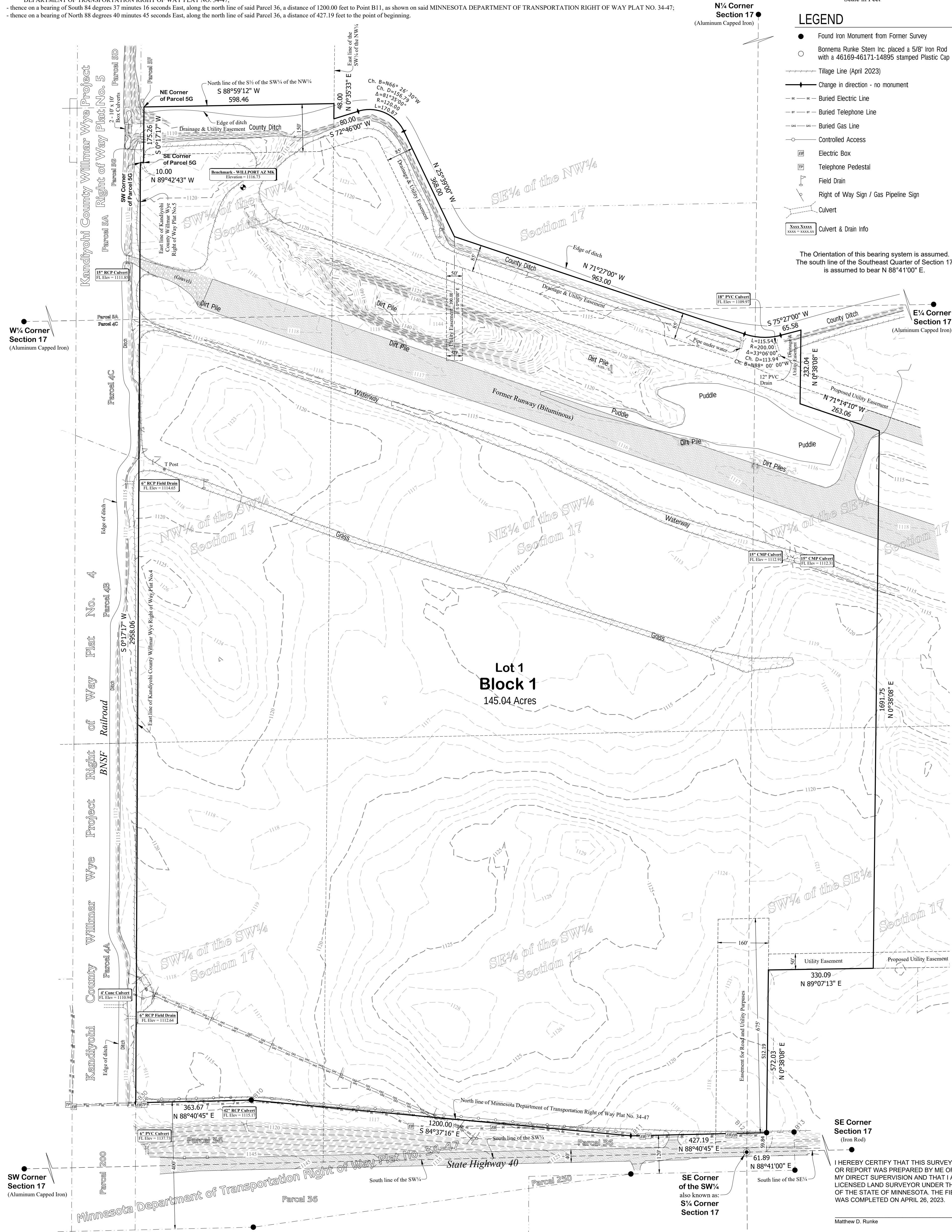
Developer: **Midwest & Bluegrass Rail**
201 W Short St Suite 501
Lexington, KY 40507



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.

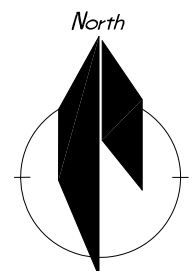


I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA. THE FIELD WORK WAS COMPLETED ON APRIL 26, 2023.

Matthew D. Runke

Date **May 31, 2023** License No. 46171

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;
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- 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;
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- 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;
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- 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, _____ County, Minnesota
My Commission Expires _____

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.

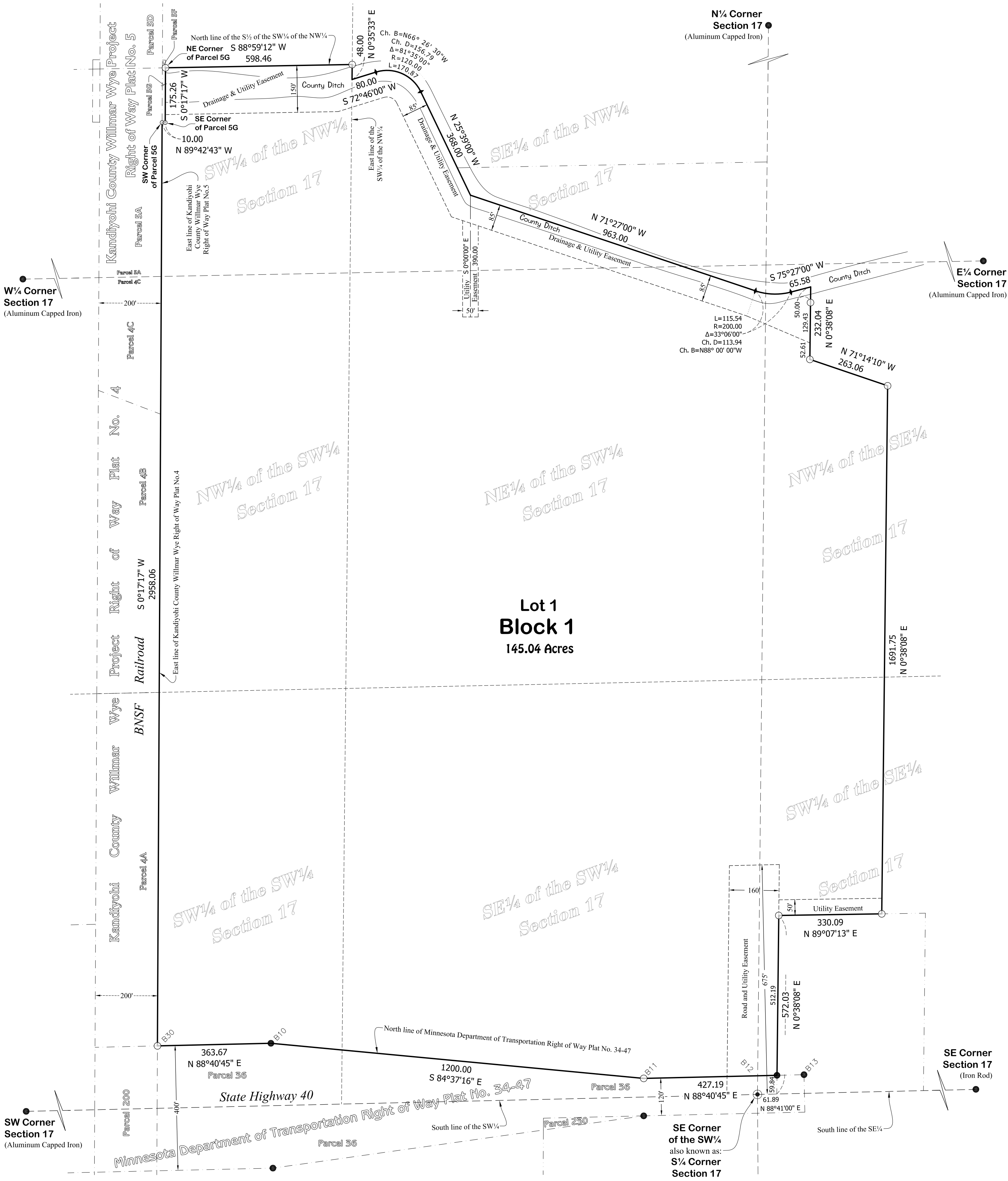
Matthew D. Runke, Licensed Land Surveyor
Minnesota License No. 46171

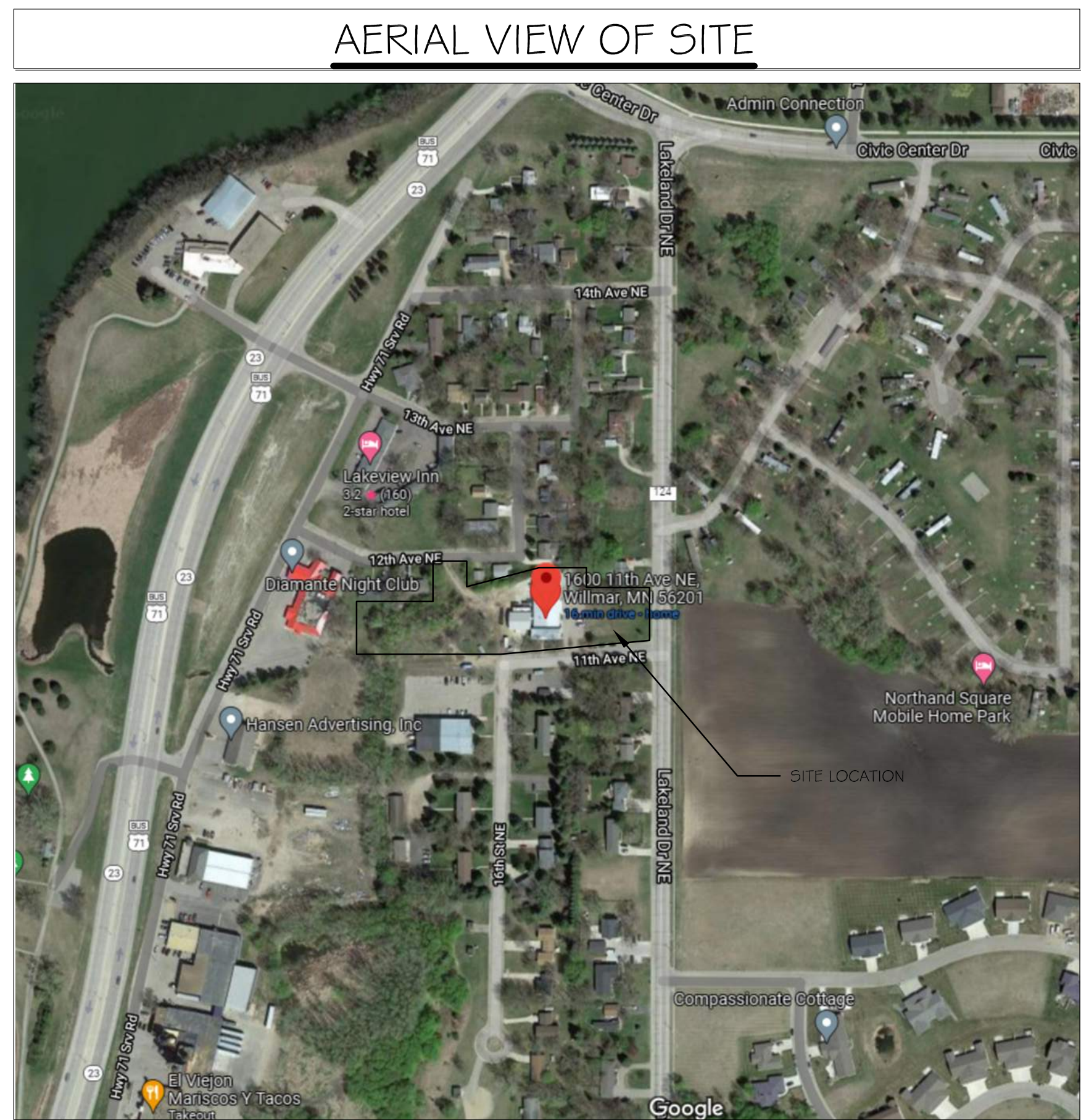
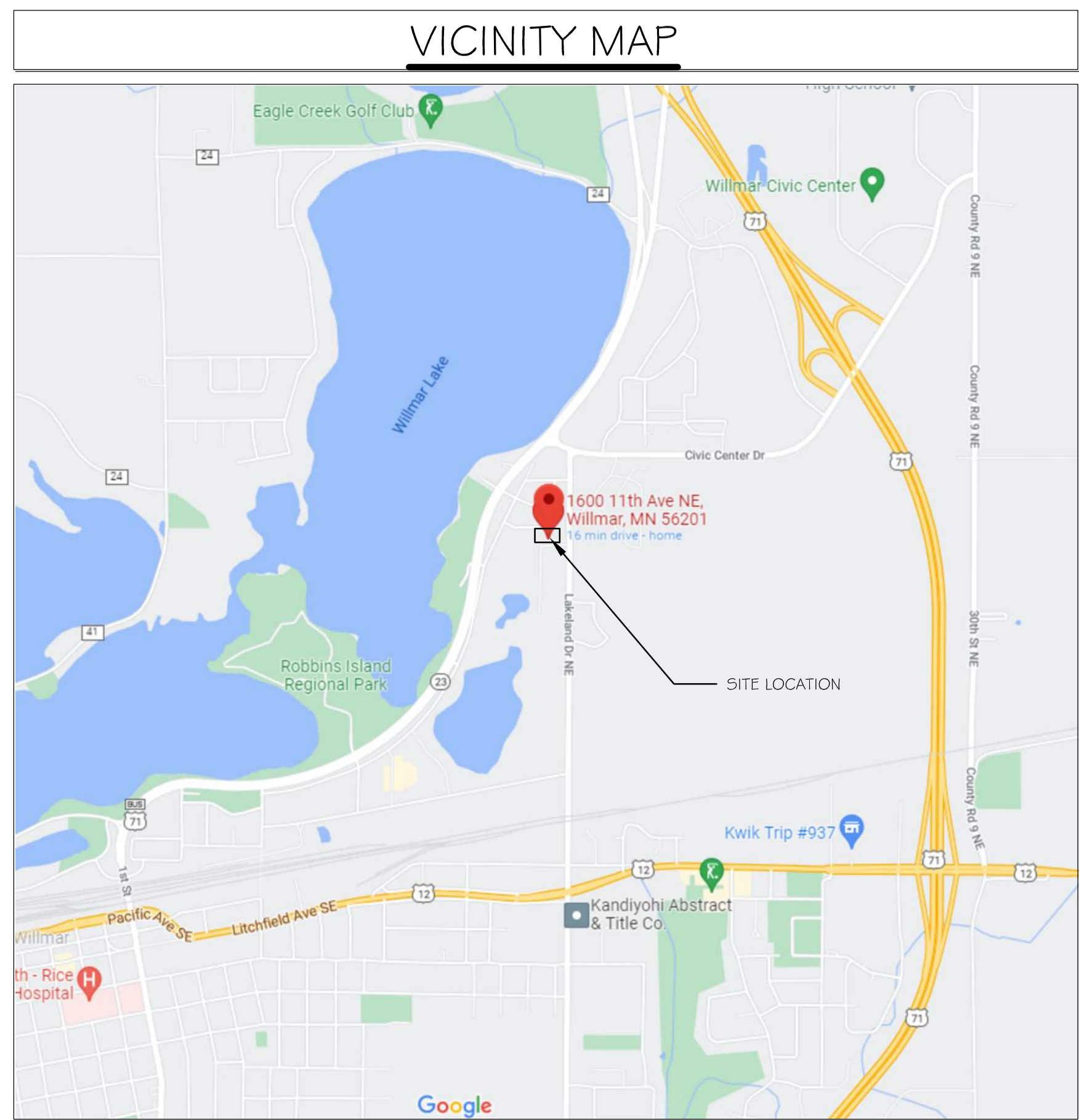
STATE OF MINNESOTA
COUNTY OF _____

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, _____ County, Minnesota
My Commission Expires _____





PEP'S BAR & RESTAURANT

KANDIYOHI COUNTY

WILLMAR, MINNESOTA

1600 11TH AVENUE NE

SHEET INDEX

GENERAL

G001	COVER SHEET
G002	CODE DATA
G003	ADA DATA

ARCHITECTURAL

AOO1	ARCHITECTURAL SITE PLAN
A101	FLOOR PLANS

PROJECT INFORMATION

OWNER/DEVELOPER:
STEVE PEPPIN
1600 11TH AVENUE NE
WILLMAR, MN 56201
PH: 612-499-0419
EMAIL:

ARCHITECT:
CITIES EDGE ARCHITECTS
1017 EAST HIGHWAY 12
WILLMAR, MN 56201
PH: 612-817-0231
CONTACT: JOHN HAFNER
EMAIL: jhafner@citiesedgearchitects.com



1017 East Highway 12 | Willmar, MN 56201
612-817-0231 | CitiesEdgeArchitects.com

Certification & Seal:

PRELIMINARY
FOR REVIEW
PURPOSES ONLY

[illegible]

MARK:	DATE:	DESCRIPTION:
DATE ISSUED: 10/12/2021		
ISSUE PHASE: PERMITTING		
PROJECT TITLE:		

PEP'S BAR &
RESTAURANT

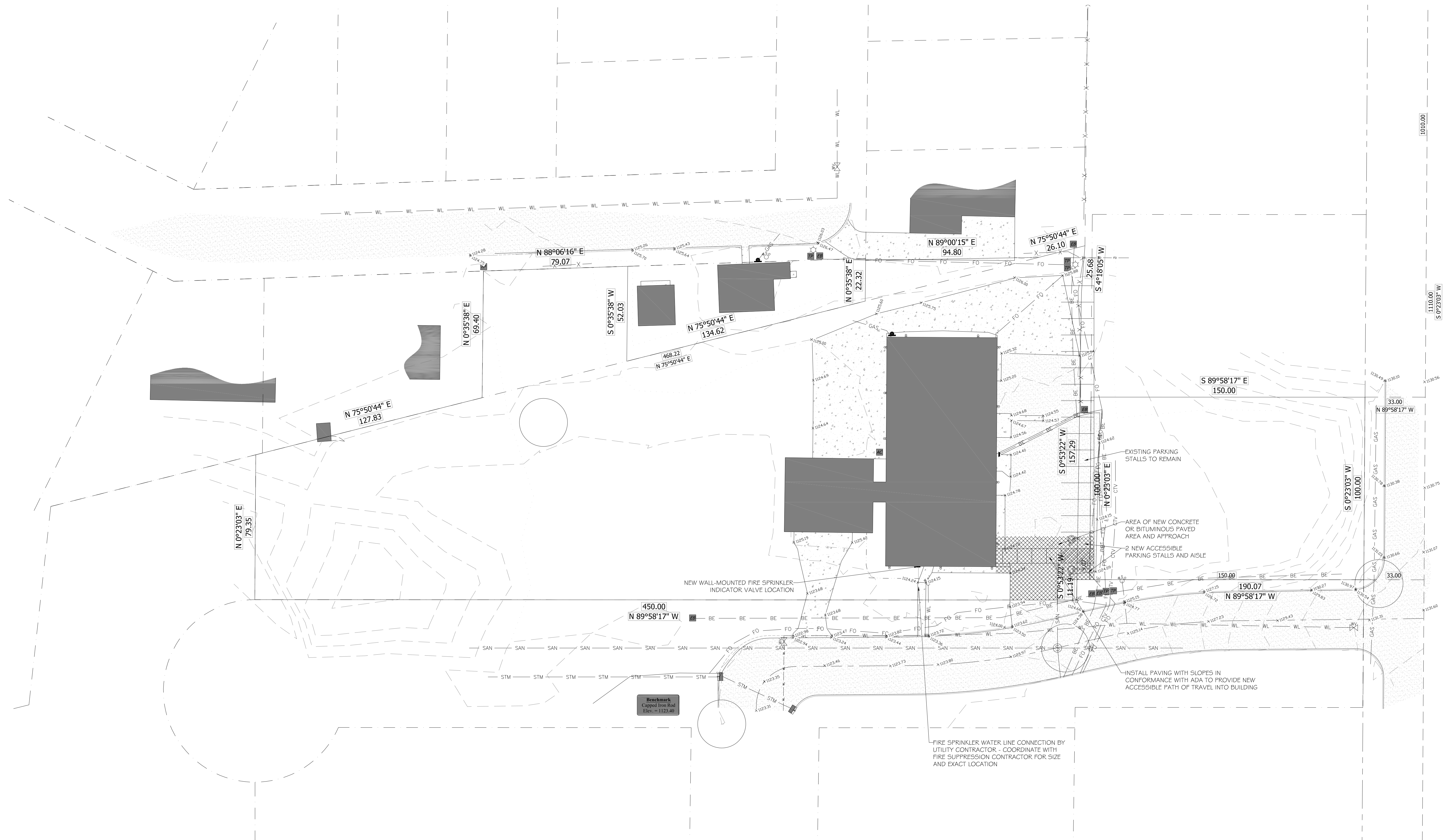
PROJECT OWNER:
STEVE PEPPIN

WILLMAR, MN

COVER SHEET

SCALE:
AS NOTED

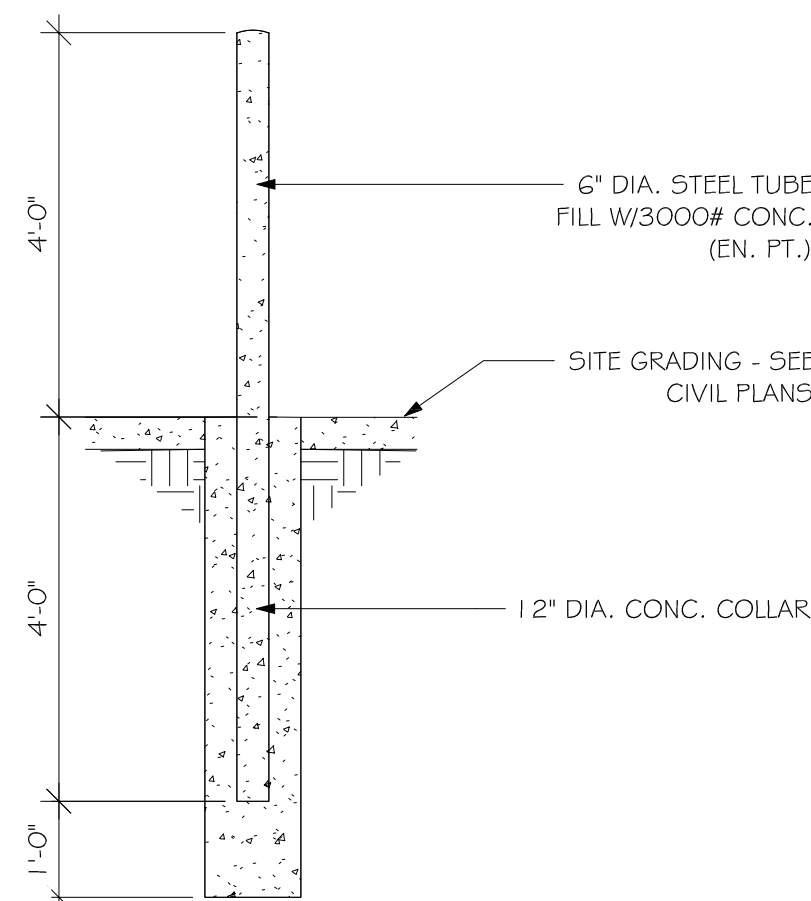
PROJECT NUMBER	21-021
SHEET NUMBER	GOO1



PROVIDE PARKING AS NECESSARY FOR OCCUPANT LOAD

1 PROPOSED SITE PLAN
1" = 25'-0"

1 INDICATES SHIELDED WALL-MOUNTED LED LIGHT FOR EXTERIOR ILLUMINATION



2 TYP. BOLLARD DETAIL
1/2" = 1'-0"

Certification & Seal:

PRELIMINARY
FOR REVIEW
PURPOSES ONLY

MARK	DATE	DESCRIPTION
4/2/2023		PLANNING COMMISSION REVIEW
5/11/2023		RE-SUBMITTAL FOR PERMITTING
11/17/2023		RE-SUBMITTAL FOR PERMITTING

PEP'S BAR &
RESTAURANT

PROJECT OWNER:

STEVE PEPPIN

PROJECT LOCATION:

WILLMAR, MN

SHEET TITLE:

PROPOSED SITE PLAN

SCALE:

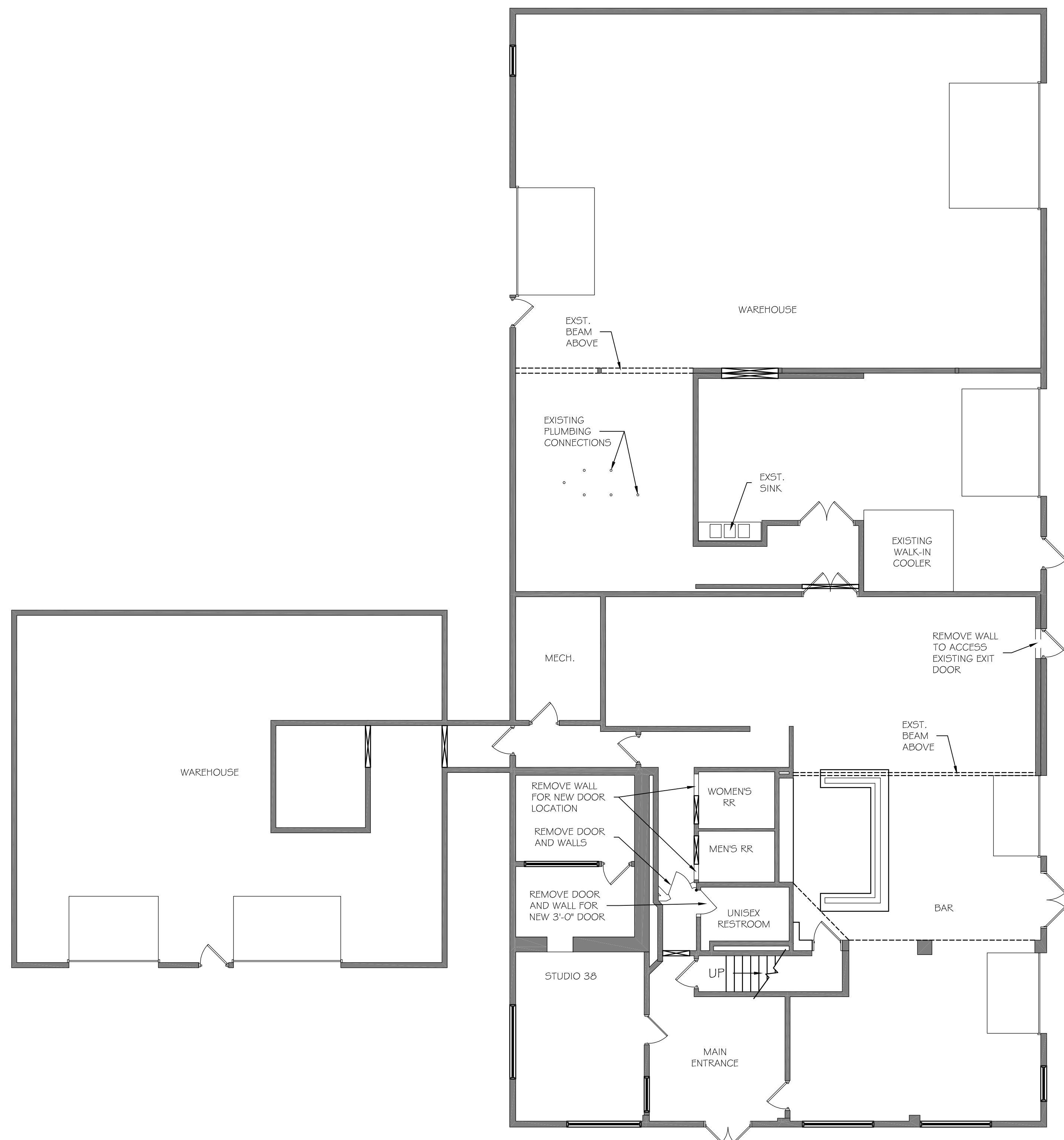
AS NOTED

PROJECT NUMBER

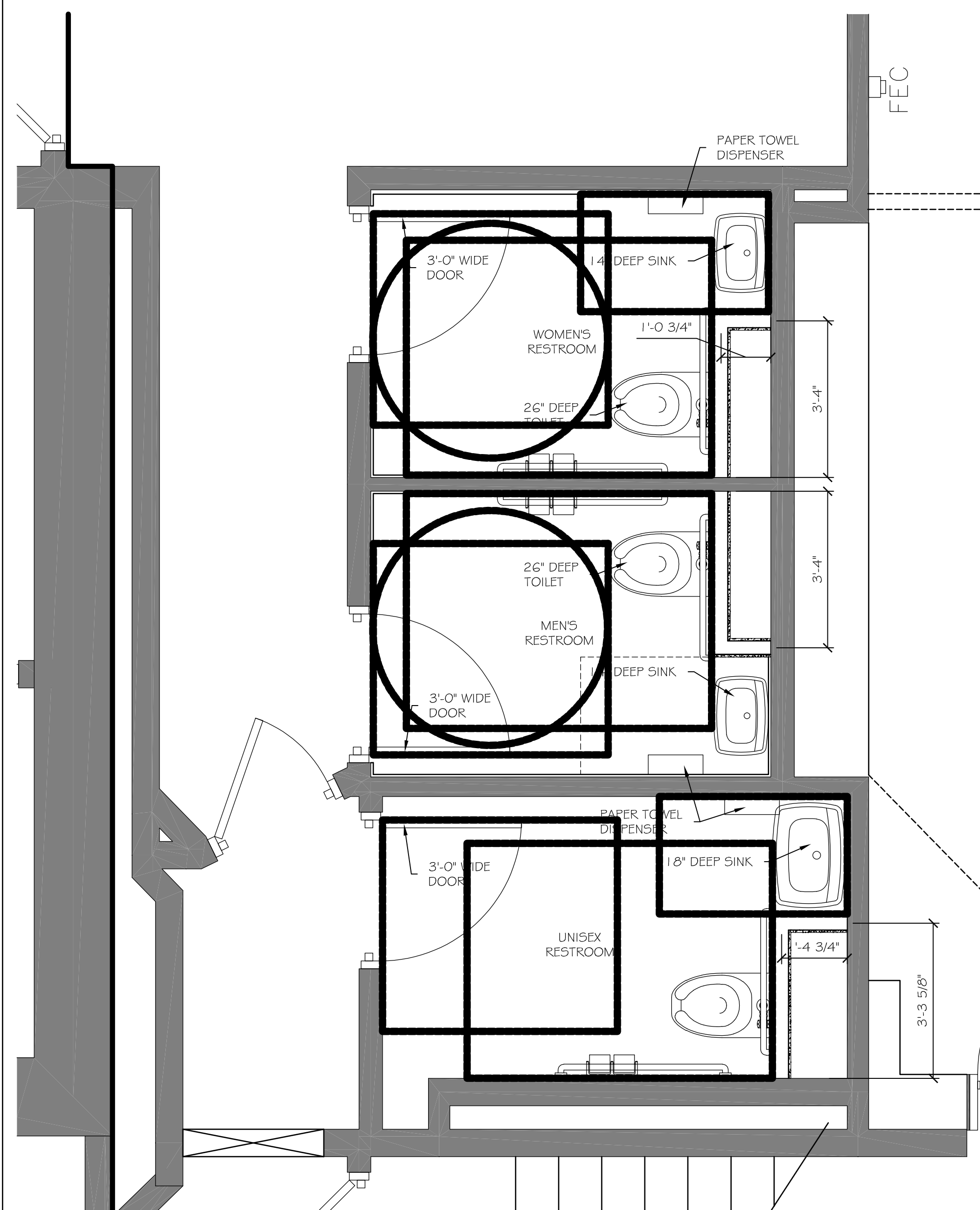
21-021

SHEET NUMBER

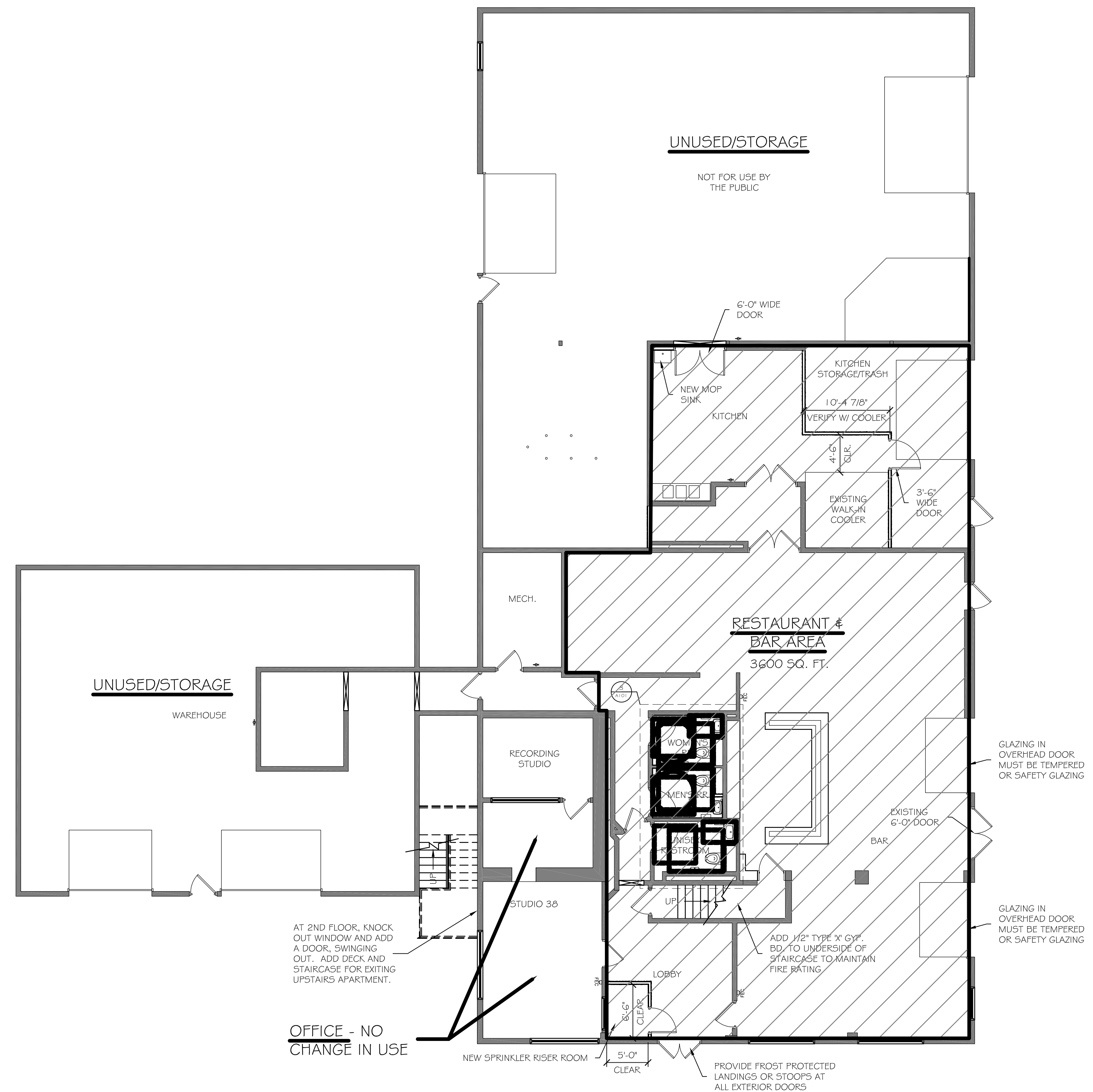
AOO 1



1 DEMO PLAN
1/8" = 1'-0"



3 ENLARGED BAR RESTROOMS PLAN
1/2" = 1'-0"



2 FLOOR PLAN
1/8" = 1'-0"



4 ELEVATION OF NEW DECK FOR APARTMENT EXIT
NOT TO SCALE

Certification & Seal:

PRELIMINARY
FOR REVIEW
PURPOSES ONLY

[illegible]

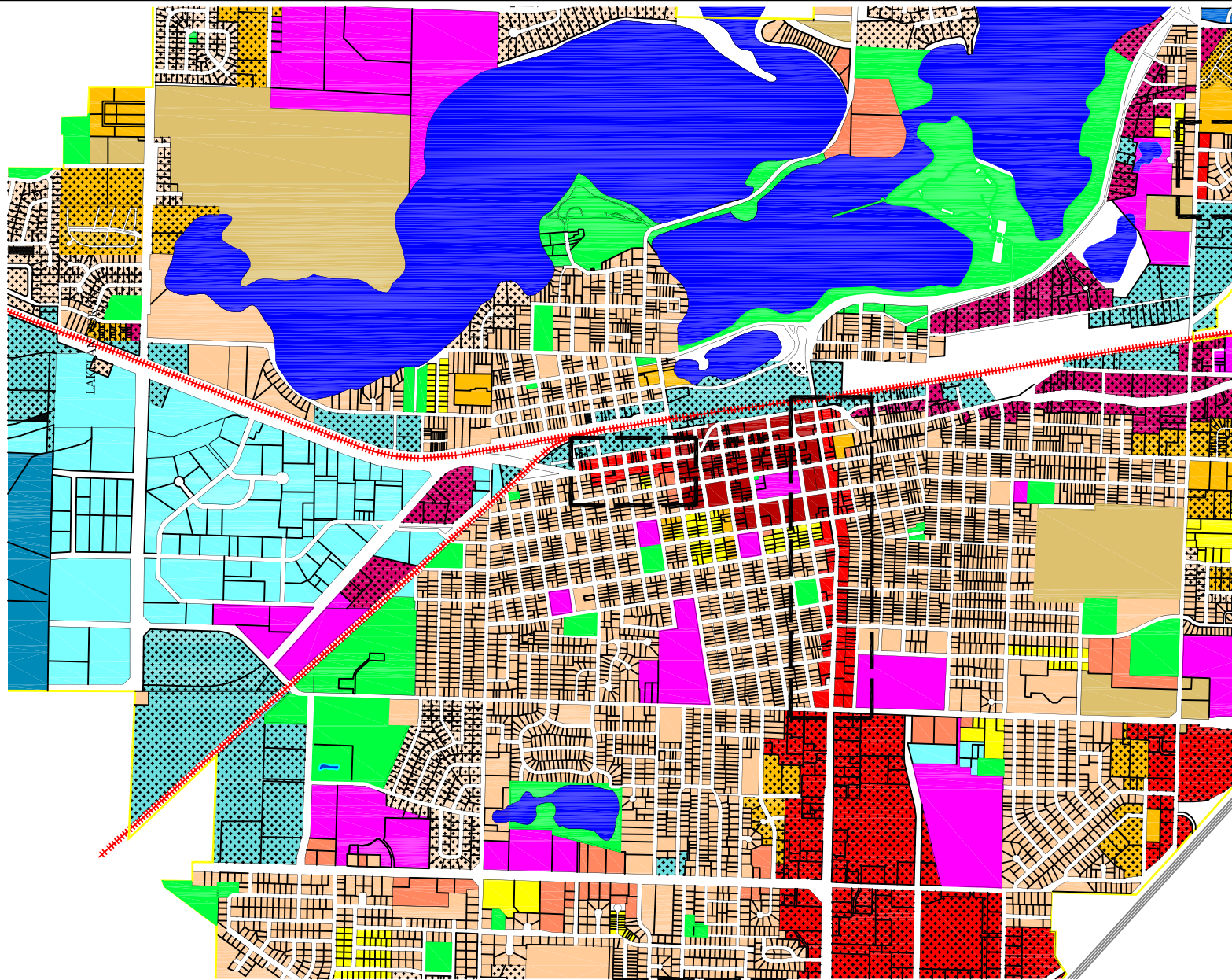
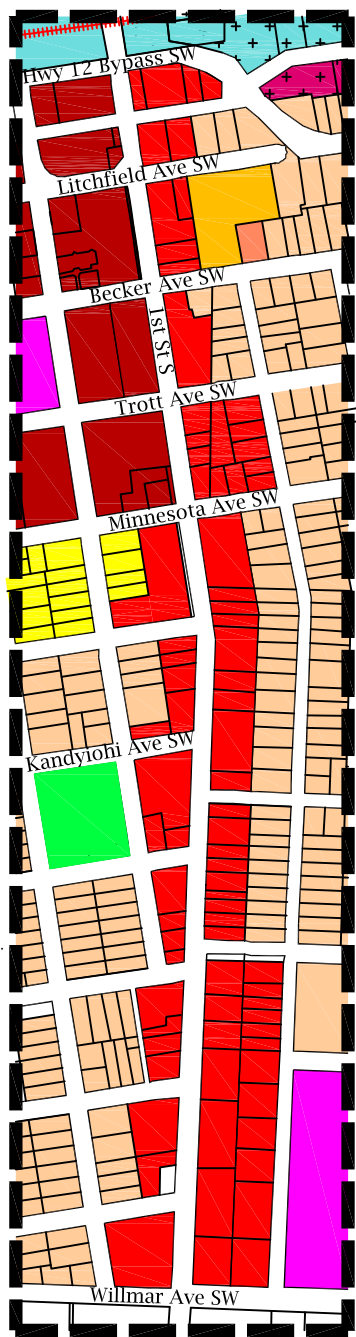
PEP'S BAR &
RESTAURANT

PROJECT OWNER:
STEVE PEPPIN
PROJECT LOCATION:
WILLMAR, MN
SHEET TITLE:

FLOOR PLANS

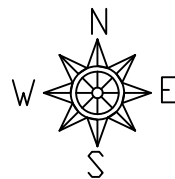
SCALE:
AS NOTED

PROJECT NUMBER	21-021
SHEET NUMBER	A101

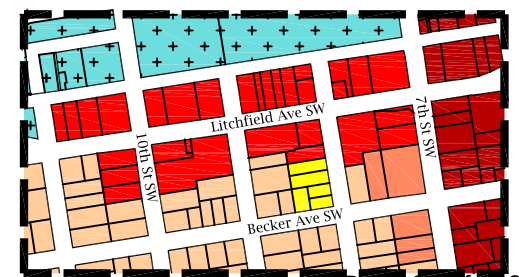
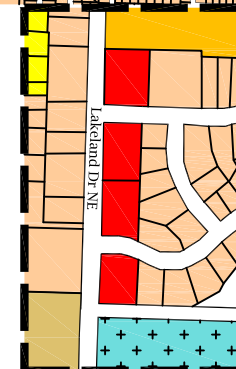


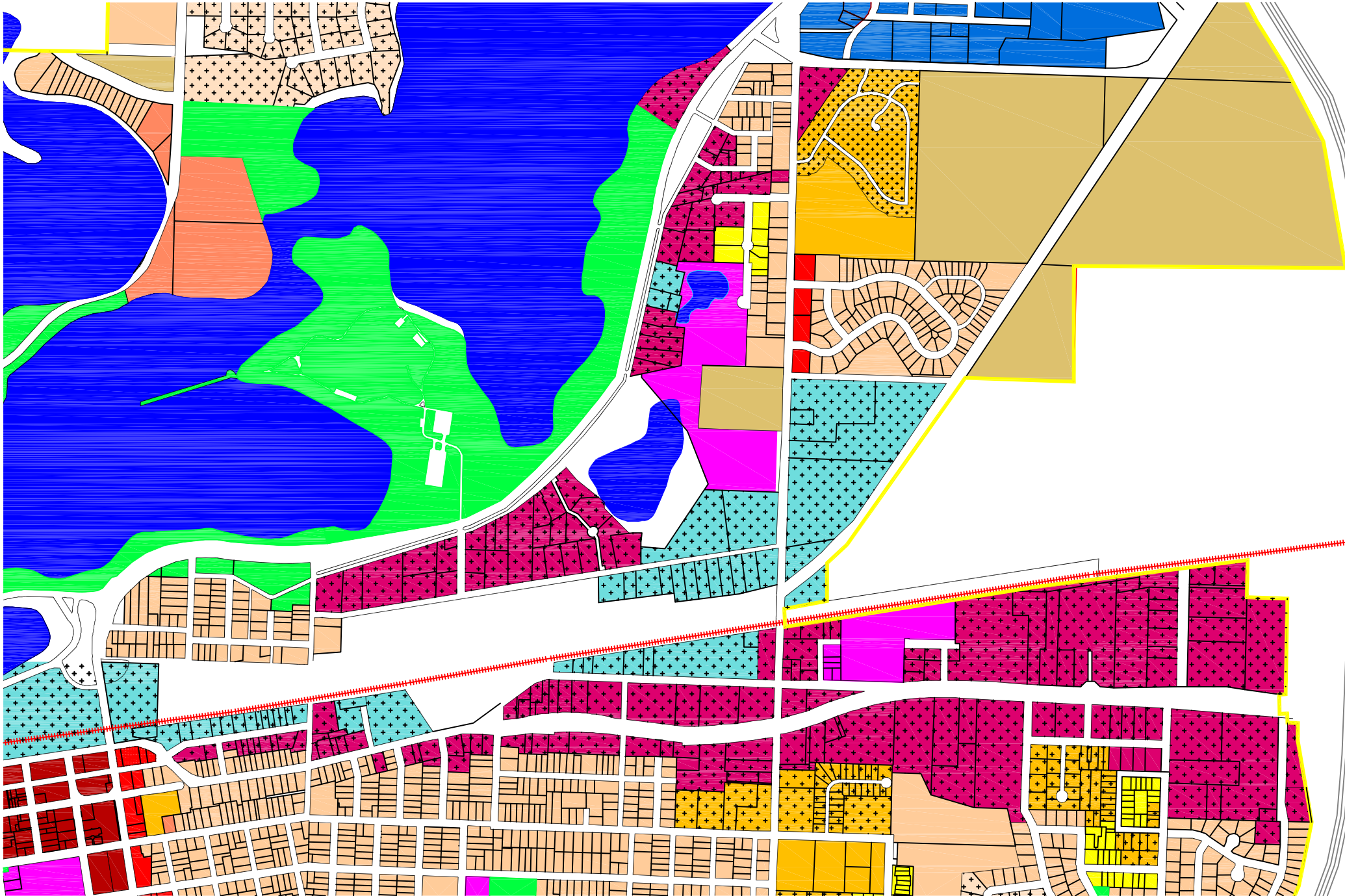
LEGEND

- GB - General Business
- GB-2 - General Business 2
- GB-3 - General Business 3



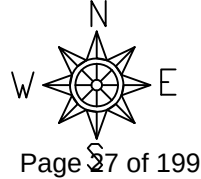
GB - GENERAL BUSINESS
 Planning and Development Department
 May / 2023

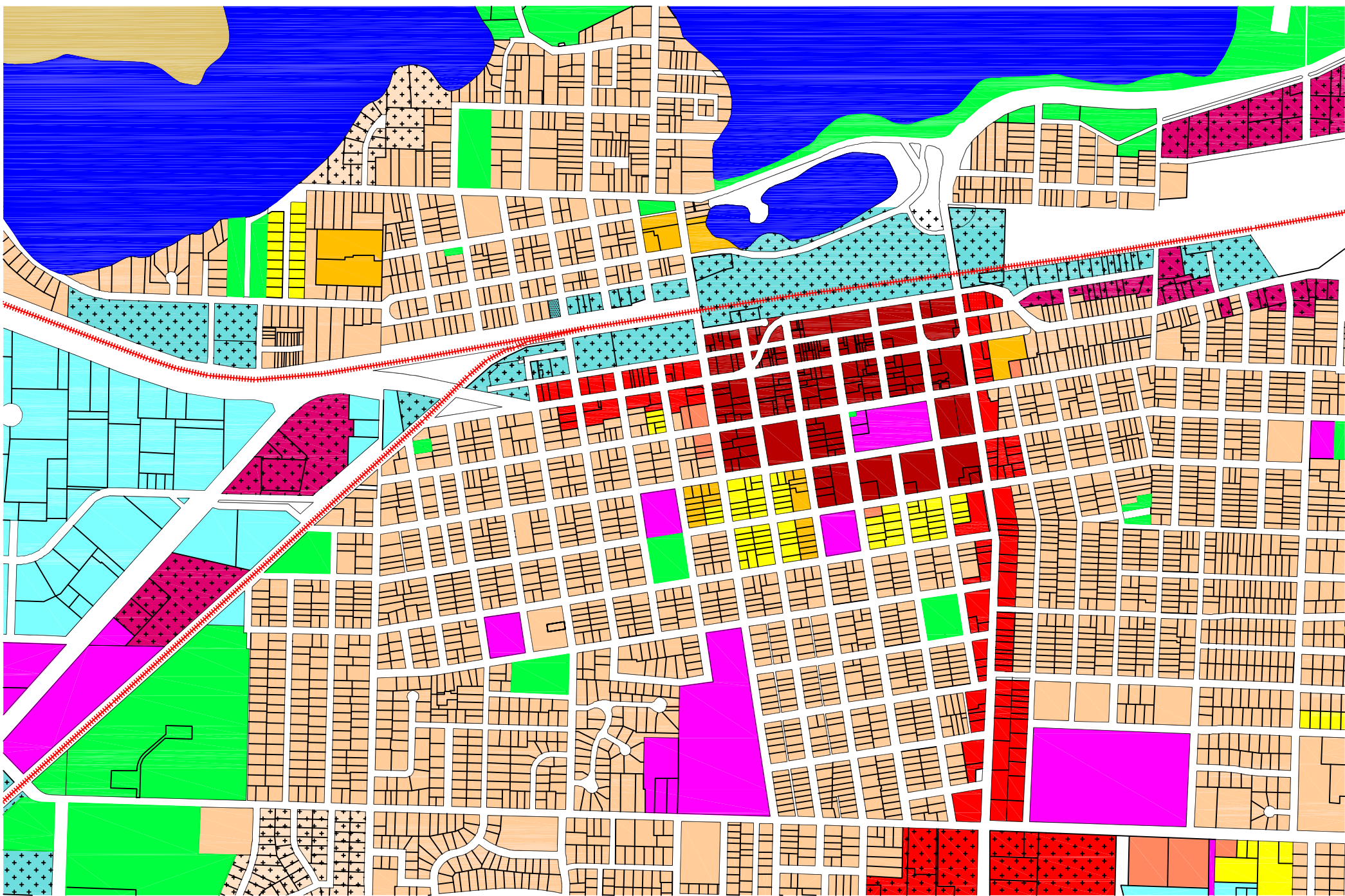




GB-3 - GENERAL BUSINESS 3
Planning and Development Department
May / 2023

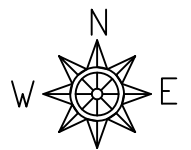
- LEGEND
-  GB - General Business
 -  GB-2 - General Business 2
 -  GB-3 - General Business 3

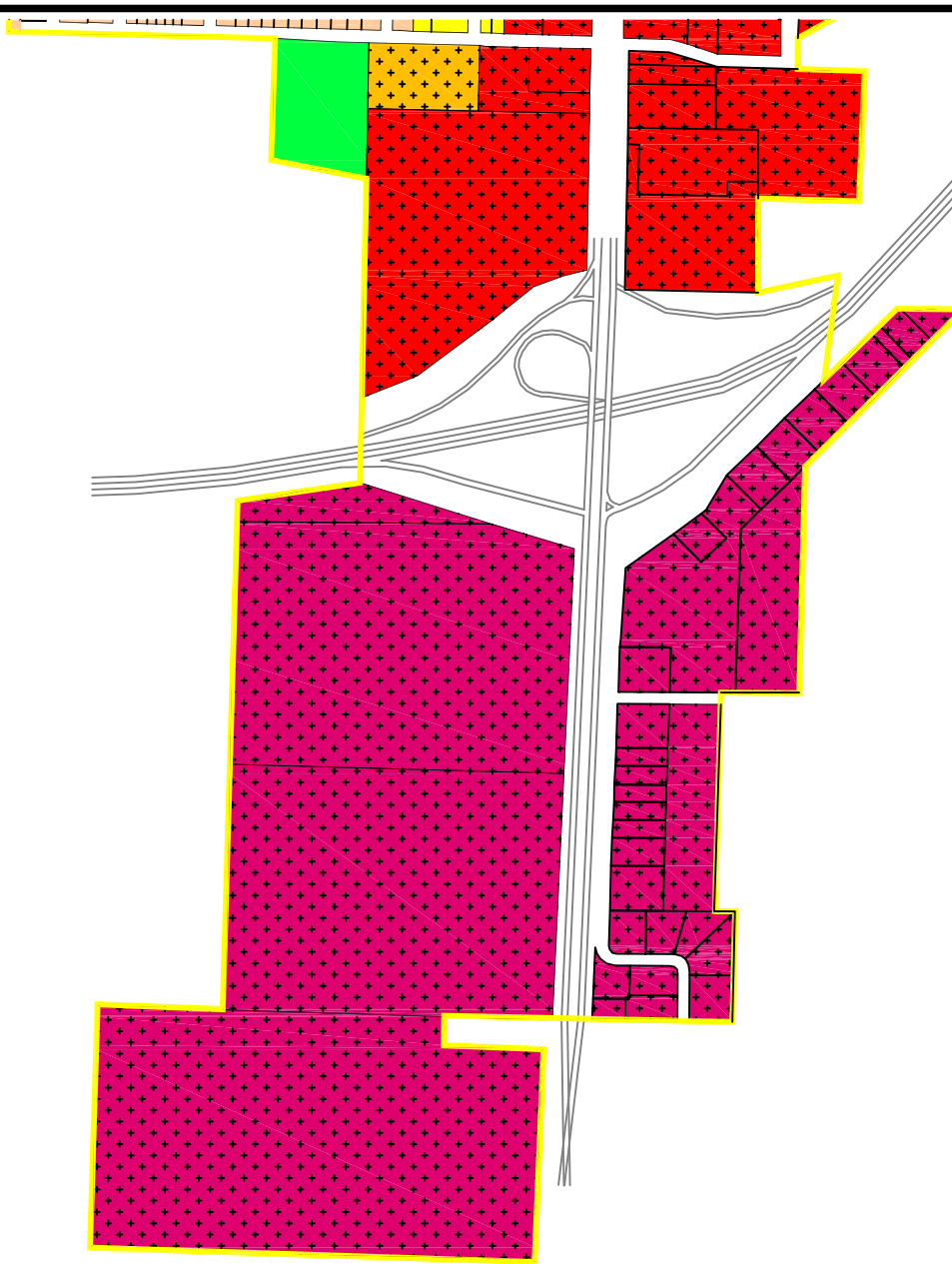




LEGEND

- GB - General Business
- GB-2 - General Business 2
- GB-3 - General Business 3





LEGEND

-  GB - General Business
-  GB-2 - General Business 2
-  GB-3 - General Business 3



WILLMAR MUNICIPAL UTILITIES COMMISSION
MEETING MINUTES – JUNE 26, 2023
11:45 AM – WMU AUDITORIUM

The Municipal Utilities Commission (MUC) met in its regular scheduled meeting on Monday, June 26, 2023, at 11:45 am in the WMU Auditorium with the following Commissioners present: Shawn Mueske, Dave Baumgart, John Kennedy, Terrill Sieck, and Patricia Elizondo (arrived at 11:47 am). Absent were Commissioners Bruce DeBlick and Carol Laumer.

Others present at the meeting were: General Manager John Harren, Director of Administration Janell Johnson, Finance & Office Services Supervisor Andrea Prekker, Information Systems Coordinator Mike Sangren, Executive Secretary Beth Mattheisen, Staff Electrical Engineer Jeron Smith, Facilities & Maintenance Supervisor Kevin Marti, City Attorney Robert Scott (via teleconference), City Councilman Michael O'Brien, and WC Tribune Journalist Jennifer Kotila.

The meeting opened by reciting the Pledge of Allegiance. Commission Vice President Mueske 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 Kennedy seconded.

RESOLUTION NO. 20

“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 June 12, 2023, Commission meeting; and,
- ❖ Bills represented by vouchers No. 20230850 to No. 20230908 and associated wire transfers inclusive in the amount of \$3,179,680.39.

Dated this 26th day of June, 2023.

Vice President

Attest:

Secretary

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

At the June 12th MUC meeting, discussion was held regarding the option to add more local generation to WMU's current system. The selected option for consideration would be to add four 2,725 kW diesel gensets in metal enclosures (additional 10,900 kW) to Willmar's current generation for a total of 21,850 kW (35%-40% of peak load). The main benefit of acquiring additional local generation is to provide additional reliability along with transmission stability and rate stabilizing to our community. General Manager Harren stated that the current estimated cost for the project is \$15 million and would be financed through bonding and potentially an electric rate increase (minimal). Harren further noted that the bonding for this project would have no impact on the City's bonding limits nor effect bonding for future projects (i.e. water treatment plant). Following discussion, Commissioner Baumgart offered a motion to proceed with the project to increase local generation as presented. Commissioner Kennedy seconded the motion which carried by a vote of five ayes and zero nays. (It was noted that while not in attendance, both Commissioners DeBlick and Laumer had expressed their full support to proceed with the project.)

Finance & Customer Service Supv. Prekker presented the Commission with the 2023 Energy Acquisition Adjustment (EAA) update. As a reminder, the EAA serves as a mechanism to adjust rates for uncontrollable charges associated with power supply costs. Prekker provided background data and noted that the EAA has not been implemented since 2017. According to actual data through April 2023 and the forecast for the remainder of the year, WMU's energy costs remain below the established threshold of \$66/MWh. Therefore, staff determined that implementation of an EAA is not required at this time. Staff will continue to monitor future data to determine if or when applying the EAA would be warranted.

General Manager Harren presented the Commission with a mid-year update of the General Manager Goals for 2023. Harren provided a complete overview of the established goals and their status to date. The progress report provided updates of the goals and projects, along with additional noteworthy tasks which have been completed or are ongoing. Harren noted that, per directive of the Commission, the progression of the goals is successfully on track for 2023.

General Manager Harren informed the Commission that the City Council conducted a Public Hearing on June 20th to consider the sale of WMU property located at 810 Litchfield Avenue SW (formerly Gerry's Liquor and Taco John's). A purchase agreement for the sale had been reviewed and recommended for approval by the Willmar Planning Commission. Following the Public Hearing, the City Council approved WMU's property sale to Chaw's Asian Market as presented. WMU staff will proceed with the sale process as required.

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:

- Annual WMU Employee/MUC Recognition Luncheon: June 28th @ 12:00 pm
- MMUA Summer Conference: August 21-23 (Duluth)

There being no further business to come before the Commission, Commissioner Mueske offered a motion to adjourn. Commissioner Kennedy seconded the motion which carried by a vote of five ayes and zero nays, and the meeting was adjourned at 12:15 pm.

Respectfully Submitted,

WILLMAR MUNICIPAL UTILITIES

Beth Mattheisen
Executive Secretary

ATTEST:

Dave Baumgart, Secretary

Report Selection:

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

INCLUSIONS:

Fund & Account.		thru
Check.. Date.....	06/14/2023	thru 06/27/2023
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															
		68600	06/27/23	GARBAGE SERVICE-JUNE	50.92		233/06-23		D	N	01			CLEANING AND WAS	101.45435.0228
		68600	06/27/23	GARBAGE SERVICE-JUNE	154.51		234/06-23		D	N	01			CLEANING AND WAS	101.45433.0228
		68600	06/27/23	GARBAGE SERVICE-JUNE	153.32		235/06-23		D	N	01			CLEANING AND WAS	101.45432.0228
		68600	06/27/23	GARBAGE SERVICE-JUNE	210.26		242/06-23		D	N	01			CLEANING AND WAS	101.45437.0228
					569.01	*CHECK	TOTAL								
				VENDOR TOTAL	569.01										
AFLAC 003800															
		68594	06/14/23	ACCIDENT INS-JUN	31.07		6-2023		D	-				INS. PASS THROUG	101.41428.0819
		68594	06/14/23	CANCER INS-JUN	245.87		6-2023		D	-				INS. PASS THROUG	101.41428.0819
		68594	06/14/23	SHORT TERM DSBLTY-JUN	440.83		6-2023		D	-				INS. PASS THROUG	101.41428.0819
					717.77	*CHECK	TOTAL								
				VENDOR TOTAL	717.77										
AMAZON CAPITAL SERVICES 003557															
		68601	06/27/23	HDMI CABLE	15.99		1CFQ-HV7W-1673		D	-				MTCE. OF EQUIPME	101.42411.0224
		68601	06/27/23	ODENS-IPHONE CASE	7.55		1F1M-6WTM-DFQG		D	-				SMALL TOOLS	101.41409.0221
		68601	06/27/23	WIRE EAR HEADPHONES	60.78		1GKC-WTT3-1PYJ		D	-				SMALL TOOLS	101.42411.0221
		68601	06/27/23	BAR CODE SCANNER	34.99		179V-G9TV-HFNQ		D	-				SMALL TOOLS	101.41409.0221
					119.31	*CHECK	TOTAL								
				VENDOR TOTAL	119.31										
ANDERSON/ALEXANDER 003265															
		68602	06/27/23	MENTORING&COACHING TRNG	82.00		061523		D	-				TRAVEL-CONF.-SCH	101.42411.0333
ANTHEM SPORTS, LLC 003822															
		68603	06/27/23	WHEELS RPL-SOCCER NETS	613.34		369537		D	-				MTCE. OF EQUIPME	101.45432.0224
		68603	06/27/23	YOUTH FOOTBALLS	1,555.06		371051		D	-				GENERAL SUPPLIES	101.45432.0229
					2,168.40	*CHECK	TOTAL								
				VENDOR TOTAL	2,168.40										
AQUATIC INFORMATICS INC. 003731															
		68604	06/27/23	SOFTWARE SUPPORT	2,985.00		104849		D	-				OTHER SERVICES	651.48484.0339
ARROWHEAD SCIENTIFIC INC 002882															
		68605	06/27/23	EVIDENCE SUPPLIES	231.16		159857		D	-				GENERAL SUPPLIES	101.42411.0229
AUTO TECH ALIGNMENTS & M 002793															
		68606	06/27/23	#186835 ALIGNMENT	90.00		26000		D	-				INVENTORIES-MDSE	101.125000
AVENU INSIGHTS & ANALYTI 000131															
		68607	06/27/23	AS400 HOSTING-JUNE	2,869.18		INVB-045911		D	-				SUBSCRIPTIONS AN	101.41409.0443
AXON ENTERPRISE INC 002266															
		68608	06/27/23	TASERS-LEASE PAYMENT	291.00		INUS163379		D	-				RENTS	101.42411.0440
B & H 002418															
		68609	06/27/23	CIP SERVERS	1,188.00		214125139		D	-				FURNITURE AND EQ	219.41409.0552

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
BACKES TECHNOLOGY SERVIC		000087													
		68610	06/27/23	PHONE LINES-LABOR	115.00		21084		D	-				MTCE. OF STRUCTU	101.45433.0335
BAKER GRAPHICS INC		000917													
		68611	06/27/23	DECALS	80.00		22674		D	-				GENERAL SUPPLIES	101.42411.0229
BAKER TILLY MUNICIPAL AD		003482													
		68612	06/27/23	OSA TIF REPORTS	750.00		BTMA20222		D	-				PROFESSIONAL SER	369.47310.0446
		68612	06/27/23	OSA TIF REPORTS	750.00		BTMA20222		D	-				PROFESSIONAL SER	373.47318.0446
		68612	06/27/23	OSA TIF REPORTS	750.00		BTMA20222		D	-				PROFESSIONAL SER	374.47319.0446
		68612	06/27/23	OSA TIF REPORTS	750.00		BTMA20222		D	-				PROFESSIONAL SER	375.47320.0446
		68612	06/27/23	OSA TIF REPORTS	750.00		BTMA20222		D	-				PROFESSIONAL SER	376.47321.0446
					3,750.00	*CHECK TOTAL									
				VENDOR TOTAL	3,750.00										
BARBENDER/CAITLIN		.03297													
		68613	06/27/23	DAMAGE DEPOSIT REFUND	100.00		060523		D	-				REFUNDS AND REIM	101.41428.0882
BARBER/ANNA		.03292													
		68614	06/27/23	DAMAGE DEPOSIT REFUND	100.00		061523		D	-				REFUNDS AND REIM	101.41428.0882
BATTERY WHOLESALE INC		002860													
		68615	06/27/23	E.L #5 UPS BATTERIES	34.80		219300WIL		D	-				MTCE. OF EQUIPME	651.48485.0224
BENSON LAUNDRY		003377													
		68616	06/27/23	CLEANING SUPPLIES	57.54		386861		D	-				CLEANING AND WAS	101.45433.0228
		68616	06/27/23	CLEANING SUPPLIES	57.54		387531		D	-				CLEANING AND WAS	101.45433.0228
		68616	06/27/23	CLEANING SUPPLIES	57.54		388197		D	-				CLEANING AND WAS	101.45433.0228
		68616	06/27/23	CLEANING SUPPLIES	57.54		388874		D	-				CLEANING AND WAS	101.45433.0228
					230.16	*CHECK TOTAL									
				VENDOR TOTAL	230.16										
BERGANKDV		003702													
		68617	06/27/23	TYLER IMPLEMENT. ASSSIST	600.00		1199222		D	-				SUBSCRIPTIONS AN	219.41409.0443
BLOOMINGTON BASH		.03290													
		68618	06/27/23	12U SOFTBALL TOURNAMENT	425.00		061523		D	-				LICENSES AND TAX	101.45432.0445
BOLTON & MENK INC		001010													
		68619	06/27/23	13TH ST SW/GRACE AVE	55,024.00		0310608		D	-				PROFESSIONAL SER	423.48452.0446
		68619	06/27/23	23RD ST SE AREA IMPROV	8,645.50		0310613		D	-				PROFESSIONAL SER	423.48453.0446
		68619	06/27/23	REIMBURSABLE EXPENSE	5,126.00		0310613		D	-				PROFESSIONAL SER	423.48453.0446
		68619	06/27/23	AUGUSTA AVE SW&IRENE A	7,124.50		0310614		D	-				PROFESSIONAL SER	423.48455.0446
		68619	06/27/23	REIMBURSABLE EXPENSE	7,678.00		0310614		D	-				PROFESSIONAL SER	423.48455.0446
		68619	06/27/23	BLOCK 22 PARKING&SUNRI	4,202.50		0310615		D	-				PROFESSIONAL SER	423.48454.0446
		68619	06/27/23	GOROTN AVE NW IMPROV	34,942.50		0310622		D	-				PROFESSIONAL SER	423.48452.0446
		68619	06/27/23	REIMBURSABLE EXPENSE	7,414.00		0310622		D	-				PROFESSIONAL SER	423.48452.0446
		68619	06/27/23	13TH ST SW/GRAVE AVE	18,088.00		0312459		D	-				PROFESSIONAL SER	423.48452.0446

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BOLTON & MENK INC				001010											
		68619	06/27/23	23RD ST SE AREA IMPROV	7,297.00		0312463		D	-				PROFESSIONAL SER	423.48453.0446
		68619	06/27/23	BLOCK 22 PARKING&SUNRI	2,512.00		0312466		D	-				PROFESSIONAL SER	423.48454.0446
		68619	06/27/23	GORTON AVE NW IMPROV	27,192.50		0312470		D	-				PROFESSIONAL SER	423.48452.0446
		68619	06/27/23	REIMBURSABLE EXPENSE	1,155.00		0312470		D	-				PROFESSIONAL SER	423.48452.0446
		68619	06/27/23	WILLMAR/STRMWATER MANA	1,144.00		0312476		D	-				PROFESSIONAL SER	101.43417.0446
					187,545.50										
				VENDOR TOTAL	187,545.50										
							*CHECK TOTAL								
BSE				001980											
		68620	06/27/23	REPLACE LIGHTS	280.06		926315677		D	-				MTCE. OF STRUCTU	101.43425.0225
		68620	06/27/23	RETURN LIGHTS	280.06	CR	926318402		D	-				MTCE. OF STRUCTU	101.43425.0225
		68620	06/27/23	ELECTRICAL PARTS-DOAC	14.07		926376805		D	-				MTCE. OF STRUCTU	101.45437.0225
					14.07										
				VENDOR TOTAL	14.07										
							*CHECK TOTAL								
CAIN/JESSICA				.03293											
		68621	06/27/23	DAMAGE DEPOSIT REFUND	100.00		061523		D	-				REFUNDS AND REIM	101.41428.0882
CANON FINANCIAL SERVICES				002336											
		68622	06/27/23	COPIER LEASE-JUNE	98.56		30661381		D	-				RENTS	101.41405.0440
CARDMEMBER SERVICE				002365											
		68595	06/21/23	EMPLOYEE PICNIC CERT PPR	12.91		STMT/05-23		D	-				OFFICE SUPPLIES	101.41400.0220
		68595	06/21/23	2023 FAM PICNIC COOKIES	52.43		STMT/05-23		D	-				SUBSISTENCE OF P	101.41400.0227
		68595	06/21/23	EMPLOYEE APPRECIATION-G.C	87.84		STMT/05-23		D	-				SUBSISTENCE OF P	101.41400.0227
		68595	06/21/23	2023 FAM PICNIC FOOD	105.51		STMT/05-23		D	-				SUBSISTENCE OF P	101.41400.0227
		68595	06/21/23	ADMIN-NEGOTIATION MEALS	58.30		STMT/05-23		D	-				SUBSISTENCE OF P	101.41400.0227
		68595	06/21/23	EMPLOYEE PICNIC SUPPLIES	11.87		STMT/05-23		D	-				AWARDS AND INDEM	101.41400.0442
		68595	06/21/23	GAS-RENTAL CAR	25.59		STMT/05-23		D	-				MOTOR FUELS AND	101.41402.0222
		68595	06/21/23	RENTAL CAR	108.63		STMT/05-23		D	-				TRAVEL-CONF.-SCH	101.41402.0333
		68595	06/21/23	EMPLOYEE APPRECIATION-G.C	204.94		STMT/05-23		D	-				AWARDS AND INDEM	101.41403.0442
		68595	06/21/23	FIREWALL-RICE PARK	888.93		STMT/05-23		D	-				SMALL TOOLS	101.41409.0221
		68595	06/21/23	SHIPPING-FIREWALL	18.89		STMT/05-23		D	-				POSTAGE	101.41409.0223
		68595	06/21/23	CIVIC CENTER CAMERAS	199.96		STMT/05-23		D	-				SUBSCRIPTIONS AN	101.41409.0443
		68595	06/21/23	EXVAULT SUBSCRIPTION-MAY	100.00		STMT/05-23		D	-				SUBSCRIPTIONS AN	101.41409.0443
		68595	06/21/23	PHONE SERVICE-CIVIC CNTR	164.56		STMT/05-23		D	-				SUBSCRIPTIONS AN	101.41409.0443
		68595	06/21/23	CRASHPLAN-MAY	39.96		STMT/05-23		D	-				SUBSCRIPTIONS AN	101.41409.0443
		68595	06/21/23	CIVIC CENTER CAMERAS	99.80		STMT/05-23		D	-				SUBSCRIPTIONS AN	101.41409.0443
		68595	06/21/23	ONBOARDING SUMMER STAFF	17.26		STMT/05-23		D	-				SUBSISTENCE OF P	101.41420.0227
		68595	06/21/23	WELLNESS EVENT	34.99		STMT/05-23		D	-				PROFESSIONAL SER	101.41420.0446
		68595	06/21/23	WELLNESS EVENT	15.00		STMT/05-23		D	-				PROFESSIONAL SER	101.41420.0446
		68595	06/21/23	WELLNESS EVENT	265.90		STMT/05-23		D	-				PROFESSIONAL SER	101.41420.0446
		68595	06/21/23	WELLNESS EVENT	30.00		STMT/05-23		D	-				PROFESSIONAL SER	101.41420.0446
		68595	06/21/23	SPARE HANDGUN MAGS	92.82		STMT/05-23		D	-				SMALL TOOLS	101.42411.0221
		68595	06/21/23	EXPLORER EVENT @ ST PAUL	78.17		STMT/05-23		D	-				SUBSISTENCE OF P	101.42411.0227
		68595	06/21/23	CAKE-SMEBY BADGE PINNING	55.99		STMT/05-23		D	-				SUBSISTENCE OF P	101.42411.0227
		68595	06/21/23	FLASHLIGHTS-COMM EVENT	528.51		STMT/05-23		D	-				GENERAL SUPPLIES	101.42411.0229
		68595	06/21/23	HAND SANITIZER SPRAY	232.25		STMT/05-23		D	-				GENERAL SUPPLIES	101.42411.0229
		68595	06/21/23	CRITICAL INCIDENT RPLC	53.51		STMT/05-23		D	-				GENERAL SUPPLIES	101.42411.0229

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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
CARDMEMBER SERVICE				002365											
	68595	06/21/23		CHRISTENSEN-SWAT TRNG	950.00		STMT/05-23		D	-				TRAVEL-CONF.-SCH	101.42411.0333
	68595	06/21/23		SCHAEFBAUER-SWAT TRNG	1,300.00		STMT/05-23		D	-				TRAVEL-CONF.-SCH	101.42411.0333
	68595	06/21/23		MASHINO-STREET COP TRNG	299.00		STMT/05-23		D	-				TRAVEL-CONF.-SCH	101.42411.0333
	68595	06/21/23		BALLISTIS SHEILD CLASS	90.00		STMT/05-23		D	-				TRAVEL-CONF.-SCH	101.42411.0333
	68595	06/21/23		BALLISTIC SHEILD TRANING	328.62		STMT/05-23		D	-				TRAVEL-CONF.-SCH	101.42411.0333
	68595	06/21/23		TREADMILL DIAGNOSTIC	159.00		STMT/05-23		D	-				MTCE. OF EQUIPME	101.42411.0334
	68595	06/21/23		EMPLOYEE APPRECIATION-G.C	467.85		STMT/05-23		D	-				AWARDS AND INDEM	101.42411.0442
	68595	06/21/23		EMPLOYEE APPRECIATION-G.C	161.90		STMT/05-23		D	-				AWARDS AND INDEM	101.42411.0442
	68595	06/21/23		EMPLOYEE APPRECIATION-G.C	509.88		STMT/05-23		D	-				AWARDS AND INDEM	101.42411.0442
	68595	06/21/23		DRONE REGISTRATION	20.00		STMT/05-23		D	-				SUBSCRIPTIONS AN	101.42411.0443
	68595	06/21/23		LIFT BELTS	14.38		STMT/05-23		D	-				SMALL TOOLS	101.42412.0221
	68595	06/21/23		AIR MONITORS	320.39		STMT/05-23		D	-				SMALL TOOLS	101.42412.0221
	68595	06/21/23		FIREFIGHTER COVERALLS	196.02		STMT/05-23		D	-				SUBSISTENCE OF P	101.42412.0227
	68595	06/21/23		SAFETY BOOTS-ROSEN	179.99		STMT/05-23		D	-				SUBSISTENCE OF P	101.42412.0227
	68595	06/21/23		FIREFIGHTER COVERALLS	228.69		STMT/05-23		D	-				SUBSISTENCE OF P	101.42412.0227
	68595	06/21/23		FIREFIGHTER COVERALLS	43.66		STMT/05-23		D	-				SUBSISTENCE OF P	101.42412.0227
	68595	06/21/23		BODY ARMOR PLATES	1,283.53		STMT/05-23		D	-				SUBSISTENCE OF P	101.42412.0227
	68595	06/21/23		PLASTIC TOTES	71.23		STMT/05-23		D	-				GENERAL SUPPLIES	101.42412.0229
	68595	06/21/23		PLASTIC TOTES	6.54		STMT/05-23		D	-				GENERAL SUPPLIES	101.42412.0229
	68595	06/21/23		MEDICAL STICKERS	4.50		STMT/05-23		D	-				GENERAL SUPPLIES	101.42412.0229
	68595	06/21/23		FIRST AID SUPPLIES	398.50		STMT/05-23		D	-				GENERAL SUPPLIES	101.42412.0229
	68595	06/21/23		LAB CERTIFICATION	180.00		STMT/05-23		D	-				TRAVEL-CONF.-SCH	101.42412.0333
	68595	06/21/23		FOOD-FIRE CALL #23-114	25.85		STMT/05-23		D	-				TRAVEL-CONF.-SCH	101.42412.0333
	68595	06/21/23		EMPLOYEE APPRECIATION-G.C	205.95		STMT/05-23		D	-				AWARDS AND INDEM	101.42412.0442
	68595	06/21/23		EMPLOYEE APPRECIATION-G.C	217.85		STMT/05-23		D	-				AWARDS AND INDEM	101.42412.0442
	68595	06/21/23		AED BATTERIES&PADS	1,535.00		STMT/05-23		D	-				MTCE. OF EQUIPME	101.43425.0224
	68595	06/21/23		AED BATTERIES&PADS	396.88		STMT/05-23		D	-				MTCE. OF EQUIPME	101.43425.0224
	68595	06/21/23		B.R DISPOSAL TRASH BOX	89.28		STMT/05-23		D	-				MTCE. OF STRUCTU	101.43425.0225
	68595	06/21/23		KIDS CONSTUCTION HATS	30.72		STMT/05-23		D	-				GENERAL SUPPLIES	101.43425.0229
	68595	06/21/23		OPEN HOUSE @ PW SUPPLIES	66.81		STMT/05-23		D	-				GENERAL SUPPLIES	101.43425.0229
	68595	06/21/23		HAZARD SIGNS-PW GARAGE	24.65		STMT/05-23		D	-				GENERAL SUPPLIES	101.43425.0229
	68595	06/21/23		EMPLOYEE APPRECIATION-G.C	111.90		STMT/05-23		D	-				AWARDS AND INDEM	101.43425.0442
	68595	06/21/23		FUEL SYSTEM MEMBERSHIP	95.00		STMT/05-23		D	-				SUBSCRIPTIONS AN	101.43425.0443
	68595	06/21/23		ZIPRECRUITER-DIDNT POST	100.00CR		STMT/05-23		D	-				ADVERTISING	101.43425.0447
	68595	06/21/23		ZIPRECRUITER-DIDNT POST	128.00CR		STMT/05-23		D	-				ADVERTISING	101.43425.0447
	68595	06/21/23		JOB AD-PW DIRECTOR	128.00		STMT/05-23		D	-				ADVERTISING	101.43425.0447
	68595	06/21/23		JOB AD-PW DIRECTOR	521.42		STMT/05-23		D	-				ADVERTISING	101.43425.0447
	68595	06/21/23		JOB AD-PW DIRECTOR	321.42		STMT/05-23		D	-				ADVERTISING	101.43425.0447
	68595	06/21/23		VIGIL-MACTA CONFERENCE	175.00		STMT/05-23		D	-				TRAVEL-CONF.-SCH	101.45001.0333
	68595	06/21/23		USB CABLE	6.46		STMT/05-23		D	-				OFFICE SUPPLIES	101.45432.0220
	68595	06/21/23		FUNERAL FLOWERS	118.24		STMT/05-23		D	-				OFFICE SUPPLIES	101.45432.0220
	68595	06/21/23		RUBBER FLOOR MAT	1,492.88		STMT/05-23		D	-				MTCE. OF STRUCTU	101.45432.0225
	68595	06/21/23		CABLE TIES	8.46		STMT/05-23		D	-				MTCE. OF STRUCTU	101.45432.0225
	68595	06/21/23		BATTING CAGE SUPPLIES	160.19		STMT/05-23		D	-				MTCE. OF STRUCTU	101.45432.0225
	68595	06/21/23		BBALL/SOFTBALL SCOREBRDS	77.64		STMT/05-23		D	-				GENERAL SUPPLIES	101.45432.0229
	68595	06/21/23		CONCESSION SUPPLIES	16.76		STMT/05-23		D	-				GENERAL SUPPLIES	101.45432.0229
	68595	06/21/23		TUMBL TRAK T-TRAINER	1,725.99		STMT/05-23		D	-				GENERAL SUPPLIES	101.45432.0229
	68595	06/21/23		RUBBER MEDICINE BALLS	280.76		STMT/05-23		D	-				GENERAL SUPPLIES	101.45432.0229
	68595	06/21/23		BACKPACKS&SCOREBOARDS	157.09		STMT/05-23		D	-				GENERAL SUPPLIES	101.45432.0229

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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
CARDMEMBER SERVICE				002365											
	68595	06/21/23		PORTABLE SPORT BENCH	138.84		STMT/05-23		D	-				GENERAL SUPPLIES	101.45432.0229
	68595	06/21/23		FUN AT THE PARK SUPPLIES	21.88		STMT/05-23		D	-				GENERAL SUPPLIES	101.45432.0229
	68595	06/21/23		GAMES ON DECK SUPPLIES	58.25		STMT/05-23		D	-				GENERAL SUPPLIES	101.45432.0229
	68595	06/21/23		SANDBAGS	213.51		STMT/05-23		D	-				GENERAL SUPPLIES	101.45432.0229
	68595	06/21/23		VOLLEYBALL LEAGUE AWARDS	50.00		STMT/05-23		D	-				AWARDS AND INDEM	101.45432.0442
	68595	06/21/23		AMAZON MEMBERSHIP	16.17		STMT/05-23		D	-				SUBSCRIPTIONS AN	101.45432.0443
	68595	06/21/23		RETURN-SOFTBALL TOURN	724.75CR		STMT/05-23		D	-				SUBSCRIPTIONS AN	101.45432.0443
	68595	06/21/23		INK	81.87		STMT/05-23		D	-				OFFICE SUPPLIES	101.45435.0220
	68595	06/21/23		WEIGHTED BASEBALL	43.14		STMT/05-23		D	-				GENERAL SUPPLIES	101.45435.0229
	68595	06/21/23		JUNE CRAFT SUPPLIES	138.35		STMT/05-23		D	-				GENERAL SUPPLIES	101.45435.0229
	68595	06/21/23		FLIP FLOP CRAFT	60.00		STMT/05-23		D	-				GENERAL SUPPLIES	101.45435.0229
	68595	06/21/23		WOOSHOP MATERIALS	121.54		STMT/05-23		D	-				GENERAL SUPPLIES	101.45435.0229
	68595	06/21/23		PLANT VASE	80.88		STMT/05-23		D	-				GENERAL SUPPLIES	101.45435.0229
	68595	06/21/23		JUNE/JULY CRAFT SUPPLIES	108.82		STMT/05-23		D	-				GENERAL SUPPLIES	101.45435.0229
	68595	06/21/23		PLANTS	73.27		STMT/05-23		D	-				GENERAL SUPPLIES	101.45435.0229
	68595	06/21/23		FRAMES	43.15		STMT/05-23		D	-				GENERAL SUPPLIES	101.45435.0229
	68595	06/21/23		50'S PARTY SUPPLIES	52.00		STMT/05-23		D	-				GENERAL SUPPLIES	101.45435.0229
	68595	06/21/23		BANANA SPLITS	20.91		STMT/05-23		D	-				GENERAL SUPPLIES	101.45435.0229
	68595	06/21/23		COMM KIDS KITCHEN	65.67		STMT/05-23		D	-				GENERAL SUPPLIES	101.45435.0229
	68595	06/21/23		LEMONADE	23.49		STMT/05-23		D	-				GENERAL SUPPLIES	101.45435.0229
	68595	06/21/23		DECOR/FRAMES	80.90		STMT/05-23		D	-				GENERAL SUPPLIES	101.45435.0229
	68595	06/21/23		CRICKIT	46.34		STMT/05-23		D	-				GENERAL SUPPLIES	101.45435.0229
	68595	06/21/23		COMM KIDS SUPPLIES	42.14		STMT/05-23		D	-				GENERAL SUPPLIES	101.45435.0229
	68595	06/21/23		DOGS WITH DADS	46.55		STMT/05-23		D	-				GENERAL SUPPLIES	101.45435.0229
	68595	06/21/23		DOGS WITH DADS	87.72		STMT/05-23		D	-				GENERAL SUPPLIES	101.45435.0229
	68595	06/21/23		AD-CINCO DE/HOUSE PLAQUE	7.66		STMT/05-23		D	-				ADVERTISING	101.45435.0447
	68595	06/21/23		MARKETING-MAIN STREET	15.22		STMT/05-23		D	-				PROFESSIONAL SER	235.41402.0446
	68595	06/21/23		6 REPLACEMENT BLADES	329.94		STMT/05-23		D	-				MTCE. OF EQUIPME	651.48484.0224
	68595	06/21/23		EMPLOYEE APPRECIATION-G.C	161.90		STMT/05-23		D	-				AWARDS AND INDEM	651.48484.0442
	68595	06/21/23		EMPLOYEE APPRECIATION-G.C	204.94		STMT/05-23		D	-				AWARDS AND INDEM	651.48484.0442
	68595	06/21/23		WTP SCADA PHONE SERVICE	24.95		STMT/05-23		D	-				COMMUNICATIONS	651.48485.0330
	68595	06/21/23		SMART SALTING TRNG-SARA	114.00		STMT/05-23		D	-				TRAVEL-CONF.-SCH	651.48485.0333
					20,409.65										
				VENDOR TOTAL	20,409.65										
							*CHECK TOTAL								
CENTERPOINT ENERGY				000467											
	486	06/16/23		NATURAL GAS-MAY	16.04		STMT/05-23		M	-				UTILITIES	101.43425.0332
	486	06/16/23		NATURAL GAS-MAY	16.04		STMT/05-23		M	-				UTILITIES	101.43425.0332
	486	06/16/23		NATURAL GAS-MAY	16.04		STMT/05-23		M	-				UTILITIES	101.43425.0332
	486	06/16/23		NATURAL GAS-MAY	1,400.63		STMT/05-23		M	-				UTILITIES	101.45433.0332
	486	06/16/23		NATURAL GAS-MAY	1,731.03		STMT/05-23		M	-				UTILITIES	101.45433.0332
	486	06/16/23		NATURAL GAS-MAY	323.38		STMT/05-23		M	-				UTILITIES	101.45435.0332
	486	06/16/23		NATURAL GAS-MAY	330.83		STMT/05-23		M	-				UTILITIES	651.48484.0332
					3,833.99										
				VENDOR TOTAL	3,833.99										
							*CHECK TOTAL								
CENTRAL COUNTIES COOPERA				001259											
	68623	06/27/23		WEED KILLER	928.00		27099		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
CHAMBERLAIN OIL CO				000154											
		68624	06/27/23	CREDIT ON ACCNT	171.49	CR	434734-00		D	-				MOTOR FUELS AND	101.43425.0222
		68624	06/27/23	BRAKE&CARB CLEAN&DEGREAS	493.40		437696-00		D	-				GENERAL SUPPLIES	101.43425.0229
					321.91	*CHECK	TOTAL								
				VENDOR TOTAL	321.91										
CHAPPELL CENTRAL INC				000156											
		68625	06/27/23	BOILER REPAIR-LABOR	99.00		SVC-110965		D	-				MTCE. OF STRUCTU	101.45427.0335
CHARTER COMMUNICATIONS				000736											
		68596	06/21/23	INTERNET-JUNE	189.97		0438138060223		D	-				COMMUNICATIONS	101.41409.0330
CHAVEZ/CRISTINA				.03294											
		68626	06/27/23	DAMAGE DEPOSIT REFUND	100.00		060523		D	-				REFUNDS AND REIM	101.41428.0882
CHRISTENSEN/MICHAEL				003431											
		68627	06/27/23	SCUBA TRAINING-LODGING	199.72		061523		D	-				TRAVEL-CONF.-SCH	101.42411.0333
CINTAS CORPORATION				001708											
		68628	06/27/23	FIRST AID SUPPLIES	31.38		5161937511		D	-				GENERAL SUPPLIES	101.45433.0229
COLLEGE TOWN PIZZA INC				000210											
		68629	06/27/23	REC STAFF MEETING	81.08		060614		D	-				GENERAL SUPPLIES	101.45432.0229
COOK/MICHAEL				.03295											
		68630	06/27/23	DAMAGE DEPOSIT REFUND	100.00		060523		D	-				REFUNDS AND REIM	101.41428.0882
COORDINATED BUSINESS SYS				003677											
		68631	06/27/23	MANAGED PRINT SERVICE	114.64		INV302230		D	-				OFFICE SUPPLIES	208.45005.0220
		68631	06/27/23	MANAGED PRINT SERVICE	40.13		INV308995		D	-				SUBSCRIPTIONS AN	101.41409.0443
					154.77	*CHECK	TOTAL								
				VENDOR TOTAL	154.77										
CROOKS/ANGELA				.03300											
		68632	06/27/23	DAMAGE DEPOSIT REFUND	100.00		060523		D	-				REFUNDS AND REIM	101.41428.0882
CROW CHEMICAL & LIGHTING				000186											
		68633	06/27/23	CLEANING SUPPLIES	304.90		124462		D	-				GENERAL SUPPLIES	101.43425.0229
		68633	06/27/23	CLEANING SUPPLIES	142.45		124471		D	-				GENERAL SUPPLIES	101.43425.0229
		68633	06/27/23	CLEANING SUPPLIES	79.90		124487		D	-				GENERAL SUPPLIES	101.43425.0229
		68633	06/27/23	CLEANING SUPPLIES	406.55		124489		D	-				GENERAL SUPPLIES	101.43425.0229
		68633	06/27/23	CLEANING SUPPLIES	10.80		124490		D	-				GENERAL SUPPLIES	101.43425.0229
		68633	06/27/23	CLEANING SUPPLIES	160.20		124511		D	-				GENERAL SUPPLIES	101.43425.0229
		68633	06/27/23	CLEANING SUPPLIES	212.05		124520		D	-				GENERAL SUPPLIES	101.43425.0229
		68633	06/27/23	CLEANING SUPPLIES	42.95		124581		D	-				GENERAL SUPPLIES	101.43425.0229
					1,359.80	*CHECK	TOTAL								
				VENDOR TOTAL	1,359.80										

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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
CROW RIVER READY MIX				003648											
	68634	06/27/23		EXCAVAT WRK-RPR SERVICE	612.00		4802		D	-				MTCE. OF OTHER I	101.43418.0226
	68634	06/27/23		EXCAVAT WRK-RPR SERVIC	4,887.50		4802		D	-				MTCE. OF OTHER I	101.43418.0336
	68634	06/27/23		CONCRETE-BERN PROJECT	1,315.63		5179		D	-				MTCE. OF OTHER I	101.45432.0226
	68634	06/27/23		CONCRETE	1,023.27		5233		D	-				MTCE. OF OTHER I	101.43425.0226
	68634	06/27/23		GRAVEL	840.54		5352		D	-				MTCE. OF OTHER I	101.43425.0226
	68634	06/27/23		GRAVEL	1,608.00		5385		D	-				MTCE. OF OTHER I	101.43425.0226
	68634	06/27/23		GRAVEL	519.45		5423		D	-				MTCE. OF OTHER I	101.43425.0226
					10,806.39										
				VENDOR TOTAL	10,806.39										
CUSTOMIZED FIRE RESCUE				003858											
	68635	06/27/23		SCBA CONFIDENCE PROP	1,400.00		2323		D	-				TRAVEL-CONF.-SCH	101.42412.0333
DALLE/MICHELLE				.03301											
	68636	06/27/23		DAMAGE DEPOSIT REFUND	100.00		060523		D	-				REFUNDS AND REIM	101.41428.0882
DEPT OF HUMAN SERVICES				002914											
	68637	06/27/23		ECPN PAYMENT-JULY	18,378.16		00000740193		D	-				OTHER CHARGES	101.41428.0449
DOOLEY'S PETROLEUM INC				000212											
	68638	06/27/23		2.17 GALLONS DIESEL	5,420.00		403795		D	-				INVENTORIES-MDSE	101.125000
	68638	06/27/23		3.11 GALLONS UNLEADED	18,660.00		403795		D	-				INVENTORIES-MDSE	101.125000
	68638	06/27/23		3.08 GALLONS UNLEADED	15,405.62		408034		D	-				INVENTORIES-MDSE	101.125000
	68638	06/27/23		2.670 GALLONS DIESEL	8,010.00		408034		D	-				INVENTORIES-MDSE	101.125000
					47,495.62										
				VENDOR TOTAL	47,495.62										
DUININCK CONCRETE				000151											
	68639	06/27/23		REBAR-SWANNSON SIDEWALK	144.00		2305-669387		D	-				MTCE. OF OTHER I	101.45432.0226
	68639	06/27/23		CAULK GUN	35.09		2305-669465		D	-				SMALL TOOLS	101.45437.0221
	68639	06/27/23		CAULK&BACKER ROD	159.18		2305-669465		D	-				MTCE. OF STRUCTU	101.45437.0225
	68639	06/27/23		CAULK&BAKER ROD	33.93		2305-669623		D	-				MTCE. OF STRUCTU	101.45437.0225
	68639	06/27/23		BRUSH	9.80		2306-669839		D	-				SMALL TOOLS	101.43425.0221
	68639	06/27/23		EVAPORATION RETDNT	68.11		2306-669875		D	-				GENERAL SUPPLIES	101.43425.0229
	68639	06/27/23		FENCE TOP RAIL	1,128.36		2306-669909		D	-				MTCE. OF OTHER I	101.43425.0226
	68639	06/27/23		REBAR/CONCRETE/TIES	439.51		2306-669982		D	-				MTCE. OF OTHER I	101.43425.0226
	68639	06/27/23		RETURN-FENCE TOP RAIL	1,128.36CR		2306-670619		D	-				MTCE. OF OTHER I	101.43425.0226
					889.62										
				VENDOR TOTAL	889.62										
DUININCK INC				000222											
	68640	06/27/23		GORTON AVE AREA IMPRO	52,416.25		APPL #1		D	-				MTCE. OF OTHER I	423.48451.0336
	68640	06/27/23		IRENE AVE SE/AUG AVE	632,931.13		APPL #1		D	-				MTCE. OF OTHER I	423.48455.0336
	68640	06/27/23		GORTON AVE AREA IMPR	521,160.93		APPL #2		D	-				MTCE. OF OTHER I	423.48451.0336
	68640	06/27/23		7TH ST PARKING LOT IMP	5,160.87		APPL #4		D	-				MTCE. OF OTHER I	422.48458.0336
	68640	06/27/23		13TH STR/LITCHF AVE S	11,830.35		APPL #5		D	-				MTCE. OF OTHER I	422.48452.0336
	68640	06/27/23		GRAVEL	739.75		554653		D	-				GENERAL SUPPLIES	101.43425.0229

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DUININCK INC				000222											
	68640	06/27/23		SAND MIX	3,922.46		555211		D	-				MTCE. OF OTHER I	101.43425.0226
					1,228,161.74	*CHECK	TOTAL								
				VENDOR TOTAL	1,228,161.74										
DYNAMIC RESOURCES, INC.				003856											
	485	06/14/23		1/2 PYMT EQUIP FITCOU	16,250.00				M	-				FURNITURE AND EQ	450.45432.0552
FARM-RITE EQUIPMENT				003002											
	68641	06/27/23		#142781 DIAGNOSE&RPR	263.90		W12539		D	-				INVENTORIES-MDSE	101.125000
FENSKE/WILLIAM				003841											
	68642	06/27/23		INTERM F.D 6/5-6/16/23	8,910.00		23-050523		D	-				PROFESSIONAL SER	101.41405.0446
FERGUSON ENTERPRISES INC				000810											
	68643	06/27/23		PLUMBING PARTS	33.38		0139881		D	-				GENERAL SUPPLIES	101.43425.0229
	68643	06/27/23		PLUMBING PARTS	156.47		0319457		D	-				GENERAL SUPPLIES	101.43425.0229
					189.85	*CHECK	TOTAL								
				VENDOR TOTAL	189.85										
FIRE CATT LLC				003029											
	68644	06/27/23		FIRE HOSE/LADDER TESTI	5,992.45		12405		D	-				PROFESSIONAL SER	101.42412.0446
FLAHERTY & HOOD P.A.				001449											
	68645	06/27/23		LABOR/EMPL. CONSULT-MA	4,770.02		19505		D	N	01			PROFESSIONAL SER	101.41406.0446
FLATTEN/CHRISTOPHER				002647											
	68646	06/27/23		FUEL-K-9 TRAINING	88.97		061323		D	-				MOTOR FUELS AND	101.42411.0222
	68646	06/27/23		MEAL-K-9 TRAINING	41.00		061323		D	-				TRAVEL-CONF.-SCH	101.42411.0333
					129.97	*CHECK	TOTAL								
				VENDOR TOTAL	129.97										
FLEETPRIDE				002973											
	68647	06/27/23		FILTERS	156.68		108324248		D	-				INVENTORIES-MDSE	101.125000
	68647	06/27/23		FILTER	3.50		108423443		D	-				INVENTORIES-MDSE	101.125000
					160.18	*CHECK	TOTAL								
				VENDOR TOTAL	160.18										
FLEGEL/ROBERT				002360											
	68648	06/27/23		SAFETY BOOTS	168.00		061523		D	N	01			SUBSISTENCE OF P	101.43425.0227
FORUM COMMUNICATIONS COM				002269											
	68649	06/27/23		SUMMER FUN TAB AD	720.00		MP350080523		D	-				OTHER CHARGES	208.45010.0449
FP MAILING SOLUTIONS				001791											
	68650	06/27/23		POSTAGE MTR RENT 3RD QT	174.21		RI105794122		D	-				RENTS	101.42411.0440
GALLS LLC				000288											
	68651	06/27/23		CHRISTENSEN-SWAT PANTS	27.76		024643283		D	-				SUBSISTENCE OF P	101.42411.0227

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GARCIA/ERIC .03285	68652	06/27/23	DAMAGE DEPOSIT REFUND	100.00		060223		D	-				REFUNDS AND REIM	101.41428.0882
GATEWOOD/JACKSON 003860	68653	06/27/23	SAFETY BOOTS	195.49		061323		D	-				SUBSISTENCE OF P	101.45432.0227
GENERAL MAILING SERVICES 000293	68654	06/27/23	TOURISM POSTAGE-MAY	307.89		66549		D	-				POSTAGE	208.45006.0223
GOPHER SPORTS EQUIPMENT 000301	68655	06/27/23	TENNISBALLS-REC DEPT	228.35		IN288687		D	-				GENERAL SUPPLIES	101.45432.0229
GRAINGER INC 000786	68656	06/27/23	OIL PUMP	996.38		9723154283		D	-				SMALL TOOLS	651.48484.0221
	68656	06/27/23	L.S FUSE	97.17		9724246583		D	-				MTCE. OF EQUIPME	651.48485.0224
	68656	06/27/23	PLANT SUPPLIES	155.31		9731265253		D	-				SUBSISTENCE OF P	651.48484.0227
	68656	06/27/23	LAB SUPPLIES	23.47		9731495736		D	-				GENERAL SUPPLIES	651.48484.0229
				1,272.33	*CHECK	TOTAL								
			VENDOR TOTAL	1,272.33										
GRAND RENTAL STATION 001887	68657	06/27/23	CONCRETE SKID VIBRATOR	48.97		1-575976		D	-				RENTS	101.45437.0440
	68657	06/27/23	TAMPER RENTAL	205.06		1-576076		D	-				RENTS	101.45432.0440
				254.03	*CHECK	TOTAL								
			VENDOR TOTAL	254.03										
GREENSPRING MEDIA GROUP 001504	68658	06/27/23	MN MONTHLY AD	450.00		2023CI-5445		D	-				ADVERTISING	208.45006.0447
	68658	06/27/23	MN MONTHLY AD	450.00		2023CI-5445		D	-				OTHER CHARGES	208.45010.0449
				900.00	*CHECK	TOTAL								
			VENDOR TOTAL	900.00										
HANNEMAN/BENJAMIN J 003042	68659	06/27/23	MENTORING&COACHING TRNG	82.00		061523		D	-				TRAVEL-CONF.-SCH	101.42411.0333
HAWKINS INC 000325	68660	06/27/23	FERRIC CHLORIDE	12,216.82		6491826		D	-				GENERAL SUPPLIES	651.48484.0229
	68660	06/27/23	BLEACH	618.14		6498069		D	-				GENERAL SUPPLIES	651.48484.0229
				12,834.96	*CHECK	TOTAL								
			VENDOR TOTAL	12,834.96										
HENGEL/NICOLE .03298	68661	06/27/23	DAMAGE DEPOSIT REFUND	100.00		060523		D	-				REFUNDS AND REIM	101.41428.0882
HIGH POINT NETWORKS INC 002299	68662	06/27/23	ANTIVIRUS SUBSCRIP-JUN	1,237.60		226820		D	-				LICENSES AND TAX	101.41409.0445
	68662	06/27/23	FIREWALL/EMAIL SUBSCRI	2,283.25		226825		D	-				SUBSCRIPTIONS AN	101.41409.0443
	68662	06/27/23	PD FILE STORAGE	259.00		226825		D	-				LICENSES AND TAX	101.41409.0445
				3,779.85	*CHECK	TOTAL								
			VENDOR TOTAL	3,779.85										

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
HOFFMAN FILTER SERVICE 000335	68663	06/27/23	SHOP SUPPLIES	123.50		92947		D	-				CLEANING AND WAS	101.43425.0338
IDEAL SERVICE INC 003396	68664	06/27/23	REPAIR-VFD'S PARTS	3,645.00		12357		D	-				MTCE. OF EQUIPME	651.48484.0224
	68664	06/27/23	REPAIR-VFD'S LABOR	1,340.00		12357		D	-				MTCE. OF EQUIPME	651.48484.0334
	68664	06/27/23	REPAIR-VFD'S LABOR	1,000.00		12365		D	-				MTCE. OF EQUIPME	651.48484.0334
				5,985.00	*CHECK	TOTAL								
			VENDOR TOTAL	5,985.00										
INDIGITAL 003613	68665	06/27/23	SCANNED DOCUMENTS	230.15		13207		D	-				PROFESSIONAL SER	101.41402.0446
INNOVATIVE OFFICE SOLUTI 003023	68666	06/27/23	OFFICE CHAIR	489.00		CIN114813		D	-				SMALL TOOLS	101.43425.0221
	68666	06/27/23	OFFICE SUPPLIES	16.69		IN4122496		D	-				OFFICE SUPPLIES	101.45433.0220
	68666	06/27/23	OFFICE SUPPLIES	127.89		IN4134137		D	-				OFFICE SUPPLIES	101.45432.0220
	68666	06/27/23	OFFICE SUPPLIES	99.00		IN4136037		D	-				OFFICE SUPPLIES	101.45432.0220
	68666	06/27/23	OFFICE SUPPLIES	75.49		IN4143773		D	-				OFFICE SUPPLIES	101.45432.0220
	68666	06/27/23	OFFICE SUPPLIES	61.15		IN4222288		D	-				OFFICE SUPPLIES	101.45437.0220
	68666	06/27/23	OFFICE SUPPLIES	24.28		IN4223620		D	-				OFFICE SUPPLIES	101.45432.0220
				893.50	*CHECK	TOTAL								
			VENDOR TOTAL	893.50										
JH, LLC 003789	68667	06/27/23	2023 1ST HALF TIF PYM	86,665.00		062023		D	-				CONTRACTS	373.47318.0661
JOE RILEY CONSTRUCTION 003861	68668	06/27/23	BLOCK 22 PARKING&SUN	124,167.66		APPL #1		D	-				MTCE. OF OTHER I	423.48454.0336
JOHANNECK WTR CONDITIONI 003355	68669	06/27/23	COOLER RENTAL	1.00		CR1711-3-142		D	-				RENTS	651.48484.0440
	68669	06/27/23	COOLER RENTAL	2.00		CR1711-3-154		D	-				RENTS	651.48484.0440
	68669	06/27/23	DRINKING WATER	52.00		107296		D	-				GENERAL SUPPLIES	651.48484.0229
	68669	06/27/23	DRINKING WATER	34.00		107600		D	-				GENERAL SUPPLIES	651.48484.0229
	68669	06/27/23	DRINKING WATER	28.00		107602		D	-				GENERAL SUPPLIES	651.48484.0229
	68669	06/27/23	DRINKING WATER	28.00		107890		D	-				GENERAL SUPPLIES	651.48484.0229
	68669	06/27/23	DRINKING WATER	28.00		108124		D	-				GENERAL SUPPLIES	651.48484.0229
				173.00	*CHECK	TOTAL								
			VENDOR TOTAL	173.00										
JOHNSON CNTRLS FIRE PROT 003404	68670	06/27/23	FIRE ALARM PANAEL REPAIR	802.56		89894967		D	-				MTCE. OF EQUIPME	651.48484.0334
KANDIYOHI CO-OP ELECTRIC 000375	68671	06/27/23	128238003 WELCOME TO WIL	58.71		STMT/05-23		D	-				UTILITIES	101.43425.0332
	68671	06/27/23	128238009 CO RD 23/HWY	90.00		STMT/05-23		D	-				UTILITIES	101.43425.0332
	68671	06/27/23	128238001 ELEC SERV-SEC	38.00		STMT/05-23		D	-				UTILITIES	651.48486.0332
	68671	06/27/23	187836 ELEC SERV-LIFT S	898.00		STMT/05-23		D	-				UTILITIES	651.48487.0332
				1,084.71	*CHECK	TOTAL								

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
KANDIYOHI CO-OP ELECTRIC			000375							
			VENDOR TOTAL	1,084.71						
KESSLER-GROSS/JODY			.03296							
68672	06/27/23	DAMAGE DEPOSIT REFUND		100.00		060523		D -	REFUNDS AND REIM	101.41428.0882
KING'S ELECTRIC LLC			003138							
68673	06/27/23	CHANGE OUT BALLAST-PRTS		19.90		2349		D N 01	MTCE. OF STRUCTU	101.41408.0225
68673	06/27/23	CHANGE OUT BALLAST-LBR		110.00		2349		D N 01	MTCE. OF STRUCTU	101.41408.0335
				129.90	*CHECK	TOTAL				
			VENDOR TOTAL	129.90						
KOLONI LLC			003436							
68674	06/27/23	BIKE SHARE SOFTWARE		7,200.00		1392		D -	SUBSCRIPTIONS AN	101.45432.0443
KVEENE/CHRIS			003399							
68675	06/27/23	CAB FAIR-KNOWBE4 CON		15.50		061523		D -	TRAVEL-CONF.-SCH	101.41409.0333
KWIK TRIP INC			003423							
68676	06/27/23	8.861 GALLONS UNLEADED		31.00		STMT/05-23		D -	MOTOR FUELS AND	101.42411.0222
68676	06/27/23	8.574 GALLONS UNLEADED		30.00		STMT/05-23		D -	MOTOR FUELS AND	101.42411.0222
68676	06/27/23	7.145 GALLONS UNLEADED		25.00		STMT/05-23		D -	MOTOR FUELS AND	101.42411.0222
68676	06/27/23	CONTRACT DISCOUNT		1.23CR		STMT/05-23		D -	MOTOR FUELS AND	101.42411.0222
68676	06/27/23	FED EXCISE UNLEADED 10E		4.50CR		STMT/05-23		D -	MOTOR FUELS AND	101.42411.0222
				80.27	*CHECK	TOTAL				
			VENDOR TOTAL	80.27						
LAWTON/JAY			003825							
68597	06/21/23	OFFICAL-VOLLEYBALL GAME		577.50		062023		D -	PROFESSIONAL SER	101.45432.0446
LEAGUE OF MN CITIES INS			000983							
68677	06/27/23	MUNICIPAL LIABILTY INS		9,662.00		40000823/23		D -	INSURANCES AND B	101.41402.0441
68677	06/27/23	AUTO LIAB/PHYS DAMAGE		311.00		40000823/23		D -	INSURANCES AND B	101.41402.0441
68677	06/27/23	PROPERTY INS PREMIUM		3,085.00		40000823/23		D -	INSURANCES AND B	101.41408.0441
68677	06/27/23	PROPERTY INS PREMIUM		6,552.00		40000823/23		D -	INSURANCES AND B	101.41408.0441
68677	06/27/23	EQUIPMENT INS PREMIUM		654.00		40000823/23		D -	INSURANCES AND B	101.41408.0441
68677	06/27/23	EQUIPMENT INS PREMIUM		75.00		40000823/23		D -	INSURANCES AND B	101.41408.0441
68677	06/27/23	AUTO LIAB/PHYS DAMAGE		103.00		40000823/23		D -	INSURANCES AND B	101.41408.0441
68677	06/27/23	PROPERTY INS PREMIUM		862.00		40000823/23		D -	INSURANCES AND B	101.41409.0441
68677	06/27/23	EQUIPMENT INS PREMIUM		150.00		40000823/23		D -	INSURANCES AND B	101.41409.0441
68677	06/27/23	PROPERTY INS PREMIUM		90.00		40000823/23		D -	INSURANCES AND B	101.41428.0441
68677	06/27/23	EQUIPMENT INS PREMIUM		7.00		40000823/23		D -	INSURANCES AND B	101.41428.0441
68677	06/27/23	MOBILE PROPERTY PREMIU		7,657.00		40000823/23		D -	INSURANCES AND B	101.41428.0441
68677	06/27/23	MUNICIPAL LIABILTY IN		15,572.00		40000823/23		D -	INSURANCES AND B	101.41428.0441
68677	06/27/23	MUNICIPAL LIABILTY INS		6,928.00		40000823/23		D -	INSURANCES AND B	101.41428.0441
68677	06/27/23	MUNICIPAL LIABILTY INS		9,591.00		40000823/23		D -	INSURANCES AND B	101.41428.0441
68677	06/27/23	MUNICIPAL LIABILTY IN		27,066.00		40000823/23		D -	INSURANCES AND B	101.41428.0441
68677	06/27/23	AUTO LIAB/PHYS DAMAGE		30.00		40000823/23		D -	INSURANCES AND B	101.41428.0441
68677	06/27/23	PROPERTY INS PREMIUM		672.00		40000823/23		D -	INSURANCES AND B	101.42411.0441
68677	06/27/23	EQUIPMENT INS PREMIUM		131.00		40000823/23		D -	INSURANCES AND B	101.42411.0441

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LEAGUE OF MN CITIES INS				000983											
	68677	06/27/23		AUTO LIAB/PHYS DAMAGE	14,919.00		40000823/23		D	-				INSURANCES AND B	101.42411.0441
	68677	06/27/23		PROPERTY/CASUALTY PRE	73,140.00		40000823/23		D	-				INSURANCES AND B	101.42411.0441
	68677	06/27/23		PROPERTY INS PREMIUM	2,660.00		40000823/23		D	-				INSURANCES AND B	101.42412.0441
	68677	06/27/23		EQUIPMENT INS PREMIUM	541.00		40000823/23		D	-				INSURANCES AND B	101.42412.0441
	68677	06/27/23		AUTO LIAB/PHYS DAMAGE	1,491.00		40000823/23		D	-				INSURANCES AND B	101.42412.0441
	68677	06/27/23		PROPERTY INS PREMIUM	25,161.00		40000823/23		D	-				INSURANCES AND B	101.43425.0441
	68677	06/27/23		EQUIPMENT INS PREMIUM	2,805.00		40000823/23		D	-				INSURANCES AND B	101.43425.0441
	68677	06/27/23		MOBILE PROPERTY PREMIUM	276.00		40000823/23		D	-				INSURANCES AND B	101.43425.0441
	68677	06/27/23		AUTO LIAB/PHYS DAMAGE	5,275.00		40000823/23		D	-				INSURANCES AND B	101.43425.0441
	68677	06/27/23		PROPERTY INS PREMIUM	3,901.00		40000823/23		D	-				INSURANCES AND B	101.45427.0441
	68677	06/27/23		EQUIPMENT INS PREMIUM	822.00		40000823/23		D	-				INSURANCES AND B	101.45427.0441
	68677	06/27/23		AUTO LIAB/PHYS DAMAGE	208.00		40000823/23		D	-				INSURANCES AND B	101.45432.0441
	68677	06/27/23		PROPERTY INS PREMIUM	20,631.00		40000823/23		D	-				INSURANCES AND B	101.45433.0441
	68677	06/27/23		EQUIPMENT INS PREMIUM	2,492.00		40000823/23		D	-				INSURANCES AND B	101.45433.0441
	68677	06/27/23		AUTO LIAB/PHYS DAMAGE	114.00		40000823/23		D	-				INSURANCES AND B	101.45433.0441
	68677	06/27/23		PROPERTY INS PREMIUM	2,157.00		40000823/23		D	-				INSURANCES AND B	101.45435.0441
	68677	06/27/23		EQUIPMENT INS PREMIUM	285.00		40000823/23		D	-				INSURANCES AND B	101.45435.0441
	68677	06/27/23		PROPERTY INS PREMIUM	2,885.00		40000823/23		D	-				INSURANCES AND B	101.45437.0441
	68677	06/27/23		EQUIPMENT INS PREMIUM	431.00		40000823/23		D	-				INSURANCES AND B	101.45437.0441
	68677	06/27/23		PROPERTY INS PREMIUM	6,472.00		40000823/23		D	-				INSURANCES AND B	230.43430.0441
	68677	06/27/23		EQUIPMENT INS PREMIUM	715.00		40000823/23		D	-				INSURANCES AND B	230.43430.0441
	68677	06/27/23		PROPERTY INS PREMIUM	46,527.00		40000823/23		D	-				INSURANCES AND B	651.48485.0441
	68677	06/27/23		MOBILE PROPERTY PREMIUM	102.00		40000823/23		D	-				INSURANCES AND B	651.48485.0441
	68677	06/27/23		AUTO LIAB/PHYS DAMAGE	981.00		40000823/23		D	-				INSURANCES AND B	651.48485.0441
	68677	06/27/23		EQUIPMENT INS PREMIUM	13,654.00		40000823/23		D	-				INSURANCES AND B	651.48486.0441
	68677	06/27/23		PROPERTY INS PREMIUM	2,516.00		40000823/23		D	-				INSURANCES AND B	816.41402.0441
					320,359.00										
				VENDOR TOTAL	320,359.00										
							*CHECK TOTAL								
LEAGUE OF MN CITIES INS				001189											
	68598	06/21/23		23-24 WORKER'S COMP ADJ	859.33		061523		D	-				EMPLOYER INSUR.	101.41400.0114
	68598	06/21/23		23-24 WORKER'S COMP ADJ	19.57		061523		D	-				EMPLOYER INSUR.	101.41401.0114
	68598	06/21/23		23-24 WORKER'S COMP ADJ	959.09		061523		D	-				EMPLOYER INSUR.	101.41402.0114
	68598	06/21/23		23-24 WORKER'S COMP ADJ	262.01		061523		D	-				EMPLOYER INSUR.	101.41403.0114
	68598	06/21/23		23-24 WORKER'S COMP ADJ	511.68		061523		D	-				EMPLOYER INSUR.	101.41405.0114
	68598	06/21/23		23-24 WORKER'S COMP ADJ	962.33		061523		D	-				EMPLOYER INSUR.	101.41408.0114
	68598	06/21/23		23-24 WORKER'S COMP ADJ	228.92		061523		D	-				EMPLOYER INSUR.	101.41409.0114
	68598	06/21/23		23-24 WORKER'S COMP ADJ	246.20		061523		D	-				EMPLOYER INSUR.	101.41420.0114
	68598	06/21/23		23-24 WORKER'S COMP ADJ	1.50		061523		D	-				EMPLOYER INSUR.	101.41420.0114
	68598	06/21/23		23-24 WORKER'S COMP A	64,347.37		061523		D	-				EMPLOYER INSUR.	101.42411.0114
	68598	06/21/23		23-24 WORKER'S COMP A	15,885.15		061523		D	-				EMPLOYER INSUR.	101.42412.0114
	68598	06/21/23		23-24 WORKER'S COMP A	26,431.87		061523		D	-				EMPLOYER INSUR.	101.43425.0114
	68598	06/21/23		23-24 WORKER'S COMP ADJ	104.86		061523		D	-				EMPLOYER INSUR.	101.45001.0114
	68598	06/21/23		23-24 WORKER'S COMP AD	7,152.67		061523		D	-				EMPLOYER INSUR.	101.45432.0114
	68598	06/21/23		23-24 WORKER'S COMP AD	1,281.38		061523		D	-				EMPLOYER INSUR.	101.45435.0114
	68598	06/21/23		23-24 WORKER'S COMP AD	7,466.56		061523		D	-				EMPLOYER INSUR.	651.48484.0114
	68598	06/21/23		23-24 WORKER'S COMP AD	1,303.51		061523		D	-				EMPLOYER INSUR.	651.48485.0114
					128,024.00										
				VENDOR TOTAL	128,024.00										
							*CHECK TOTAL								

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LINK SUPPORT SERVICES LL		003624													
	68678	06/27/23	UPS INSPECTION	1,150.00			1866		D	-				MTCE. OF EQUIPME	651.48484.0334
LION GROUP INC		003353													
	68679	06/27/23	TURNOUR GEAR REPAIR	81.30			300018803		D	-				SUBSISTENCE OF P	101.42412.0337
LOCATORS & SUPPLIES INC		002162													
	68680	06/27/23	EARPLUGS	182.20			0307589-IN		D	-				GENERAL SUPPLIES	101.43425.0229
	68680	06/27/23	MARKING FLAGS	161.64			0307639-IN		D	-				GENERAL SUPPLIES	101.43425.0229
	68680	06/27/23	GLOVES	77.65			0307822-IN		D	-				GENERAL SUPPLIES	101.43425.0229
				421.49		*CHECK	TOTAL								
			VENDOR TOTAL	421.49											
LOCH/SARA		.03291													
	68681	06/27/23	DAMAGE DEPOSIT REFUND	100.00			061523		D	-				REFUNDS AND REIM	101.41428.0882
LOFFLER COMPANIES		002593													
	68682	06/27/23	TELEPHONE CHARGES	34.30			4380340		D	-				COMMUNICATIONS	208.45005.0330
LUEDERS/ZACH		003788													
	68683	06/27/23	STREET SURVIVAL	94.00			060723		D	-				TRAVEL-CONF.-SCH	101.42411.0333
M-R SIGN CO INC		000424													
	68684	06/27/23	STREET SIGNS	64.10			220080		D	-				MTCE. OF OTHER I	101.43425.0226
MACQUEEN EQUIPMENT INC		000427													
	68685	06/27/23	ST SWEEPER HOPPER PARTS	70.90			P50731		D	-				INVENTORIES-MDSE	101.125000
MAGNUSON SHEET METAL INC		001121													
	68686	06/27/23	SPRING MTCE-A/C UNITS	135.25			145894		D	-				MTCE. OF STRUCTU	101.43425.0335
MARCO TECHNOLOGIES LLC		000437													
	68687	06/27/23	PRINT/PAGE COUNT	406.59			INV11309061		D	-				SUBSCRIPTIONS AN	101.41409.0443
MARCO TECHNOLOGIES LLC		001838													
	68688	06/27/23	500-0564417-000-JUNE	156.59			503484719		D	-				SUBSCRIPTIONS AN	101.41409.0443
MCMASTER-CARR SUPPLY CO		000446													
	68689	06/27/23	HOSE COUPLING	149.26			98784661		D	-				GENERAL SUPPLIES	651.48485.0229
MENARDS		000449													
	68690	06/27/23	RATCHET WRENCH	12.48			59570		D	-				SMALL TOOLS	101.43425.0221
	68690	06/27/23	BUG SPRAY&SUNSCREEN	54.09			59570		D	-				SUBSISTENCE OF P	101.43425.0227
	68690	06/27/23	WASP SPRAY&SPRINKLER BOX	72.54			59570		D	-				GENERAL SUPPLIES	101.43425.0229
	68690	06/27/23	STEP LADDERS	9.80			60508		D	-				GENERAL SUPPLIES	101.42411.0229
				148.91		*CHECK	TOTAL								
			VENDOR TOTAL	148.91											

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
MIDWEST ENV. CONSULTING 003097	68691	06/27/23	LEAD CLEARANCE	3,540.00		052301		D	-				PROFESSIONAL SER	101.45427.0446
MIDWEST OVERHEAD CRANE 002104	68692	06/27/23	ANNUAL INSPECTIONS	3,734.63		124916		D	-				MTCE. OF EQUIPME	651.48484.0334
MINI BIFF LLC 001805	68693	06/27/23	TOILET RENTAL	107.10		A-140566		D	M	01			RENTS	101.45432.0440
	68693	06/27/23	TOILET RENTAL	107.10		A-140591		D	M	01			RENTS	101.43425.0440
	68693	06/27/23	TOILET RENTAL	107.10		A-140596		D	M	01			RENTS	101.43425.0440
	68693	06/27/23	TOILET RENTAL	96.90		A-140774		D	M	01			RENTS	101.43425.0440
	68693	06/27/23	TOILET RENTAL	214.20		A-140796		D	-				RENTS	101.45433.0440
	68693	06/27/23	TOILET RENTAL	321.30		A-141039		D	M	01			RENTS	101.43425.0440
				953.70	*CHECK	TOTAL								
			VENDOR TOTAL	953.70										
MN DEPT OF LABOR & INDUS 000522	68694	06/27/23	SURCHARGE PYMT-MAY	3,161.11		060923		D	-				OTHER CHARGES	101.41402.0449
MN DEPT OF REVENUE 000492	488	06/16/23	DIESEL FUEL TAX-MAY	29.89		STMT/05-23		M	-				SALES TAX PAYABL	101.206000
	488	06/16/23	SALES TAX-MAY	2,213.00		STMT/05-23		M	-				SALES TAX PAYABL	101.206000
	488	06/16/23	SALES TAX-MAY	2.47CR		STMT/05-23		M	-				SUBSISTENCE OF P	101.41400.0227
	488	06/16/23	SALES TAX-MAY	0.90CR		STMT/05-23		M	-				OFFICE SUPPLIES	101.41401.0220
	488	06/16/23	SALES TAX-MAY	7.30CR		STMT/05-23		M	-				TRAVEL-CONF.-SCH	101.41402.0333
	488	06/16/23	SALES TAX-MAY	0.39CR		STMT/05-23		M	-				AWARDS AND INDEM	101.41405.0442
	488	06/16/23	SALES TAX-MAY	6.63CR		STMT/05-23		M	-				PROFESSIONAL SER	101.41420.0446
	488	06/16/23	SALES TAX-MAY	0.59CR		STMT/05-23		M	-				OFFICE SUPPLIES	101.42411.0220
	488	06/16/23	DIESEL FUEL TAX-MAY	6.53		STMT/05-23		M	-				MOTOR FUELS AND	101.42411.0222
	488	06/16/23	SALES TAX-MAY	16.93CR		STMT/05-23		M	-				SUBSISTENCE OF P	101.42411.0227
	488	06/16/23	SALES TAX-MAY	8.49CR		STMT/05-23		M	-				SUBSISTENCE OF P	101.42411.0227
	488	06/16/23	SALES TAX-MAY	11.20CR		STMT/05-23		M	-				SUBSISTENCE OF P	101.42411.0227
	488	06/16/23	SALES TAX-MAY	2.76CR		STMT/05-23		M	-				SUBSISTENCE OF P	101.42411.0227
	488	06/16/23	SALES TAX-MAY	0.83CR		STMT/05-23		M	-				OFFICE SUPPLIES	101.42412.0220
	488	06/16/23	SALES TAX-MAY	4.44CR		STMT/05-23		M	-				TRAVEL-CONF.-SCH	101.42412.0333
	488	06/16/23	SALES TAX-MAY	1.87CR		STMT/05-23		M	-				TRAVEL-CONF.-SCH	101.42412.0333
	488	06/16/23	SALES TAX-MAY	9.24CR		STMT/05-23		M	-				TRAVEL-CONF.-SCH	101.42412.0333
	488	06/16/23	DIESEL FUEL TAX-MAY	119.20		STMT/05-23		M	-				MOTOR FUELS AND	101.43425.0222
	488	06/16/23	DIESEL FUEL TAX-MAY	53.21		STMT/05-23		M	-				MOTOR FUELS AND	101.43425.0222
	488	06/16/23	SALES TAX-MAY	0.90CR		STMT/05-23		M	-				OFFICE SUPPLIES	101.45432.0220
	488	06/16/23	SALES TAX-MAY	16.36CR		STMT/05-23		M	-				OFFICE SUPPLIES	101.45432.0220
	488	06/16/23	SALES TAX-MAY	9.84CR		STMT/05-23		M	-				OFFICE SUPPLIES	101.45432.0220
	488	06/16/23	SALES TAX-MAY	1.18CR		STMT/05-23		M	-				OFFICE SUPPLIES	101.45432.0220
	488	06/16/23	SALES TAX-MAY	0.79CR		STMT/05-23		M	-				OFFICE SUPPLIES	101.45432.0220
	488	06/16/23	SALES TAX-MAY	2.20CR		STMT/05-23		M	-				OFFICE SUPPLIES	101.45432.0220
	488	06/16/23	SALES TAX-MAY	10.38CR		STMT/05-23		M	-				MTCE. OF OTHER I	101.45432.0226
	488	06/16/23	SALES TAX-MAY	8.66CR		STMT/05-23		M	-				GENERAL SUPPLIES	101.45432.0229
	488	06/16/23	SALES TAX-MAY	25.20CR		STMT/05-23		M	-				GENERAL SUPPLIES	101.45432.0229
	488	06/16/23	SALES TAX-MAY	6.87CR		STMT/05-23		M	-				GENERAL SUPPLIES	101.45432.0229
	488	06/16/23	SALES TAX-MAY	3.55CR		STMT/05-23		M	-				GENERAL SUPPLIES	101.45432.0229

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
MN DEPT OF REVENUE				000492											
	488	06/16/23	SALES TAX-MAY		8.52CR		STMT/05-23		M	-				GENERAL SUPPLIES	101.45432.0229
	488	06/16/23	SALES TAX-MAY		23.78CR		STMT/05-23		M	-				GENERAL SUPPLIES	101.45432.0229
	488	06/16/23	SALES TAX-MAY		1.81CR		STMT/05-23		M	-				GENERAL SUPPLIES	101.45432.0229
	488	06/16/23	SALES TAX-MAY		4.54CR		STMT/05-23		M	-				GENERAL SUPPLIES	101.45432.0229
	488	06/16/23	SALES TAX-MAY		10.13CR		STMT/05-23		M	-				GENERAL SUPPLIES	101.45432.0229
	488	06/16/23	SALES TAX-MAY		3.94CR		STMT/05-23		M	-				GENERAL SUPPLIES	101.45432.0229
	488	06/16/23	SALES TAX-MAY		11.82CR		STMT/05-23		M	-				GENERAL SUPPLIES	101.45432.0229
	488	06/16/23	SALES TAX-MAY		2.11CR		STMT/05-23		M	-				GENERAL SUPPLIES	101.45433.0229
	488	06/16/23	SALES TAX-MAY		5.98CR		STMT/05-23		M	-				OFFICE SUPPLIES	101.45435.0220
	488	06/16/23	SALES TAX-MAY		8.48CR		STMT/05-23		M	-				MTCE. OF EQUIPME	101.45435.0224
	488	06/16/23	SALES TAX-MAY		0.94CR		STMT/05-23		M	-				GENERAL SUPPLIES	101.45435.0229
	488	06/16/23	SALES TAX-MAY		4.29CR		STMT/05-23		M	-				GENERAL SUPPLIES	101.45435.0229
	488	06/16/23	SALES TAX-MAY		0.91CR		STMT/05-23		M	-				GENERAL SUPPLIES	101.45435.0229
	488	06/16/23	SALES TAX-MAY		7.39CR		STMT/05-23		M	-				GENERAL SUPPLIES	101.45435.0229
	488	06/16/23	SALES TAX-MAY		0.77CR		STMT/05-23		M	-				GENERAL SUPPLIES	101.45435.0229
	488	06/16/23	SALES TAX-MAY		1.01CR		STMT/05-23		M	-				GENERAL SUPPLIES	101.45435.0229
	488	06/16/23	SALES TAX-MAY		4.88CR		STMT/05-23		M	-				GENERAL SUPPLIES	101.45435.0229
	488	06/16/23	SALES TAX-MAY		0.88CR		STMT/05-23		M	-				GENERAL SUPPLIES	101.45435.0229
	488	06/16/23	SALES TAX-MAY		0.20CR		STMT/05-23		M	-				GENERAL SUPPLIES	101.45435.0229
	488	06/16/23	SALES TAX-MAY		6.84CR		STMT/05-23		M	-				GENERAL SUPPLIES	101.45435.0229
	488	06/16/23	SALES TAX-MAY		7.45CR		STMT/05-23		M	-				GENERAL SUPPLIES	101.45435.0229
	488	06/16/23	SALES TAX-MAY		2.36CR		STMT/05-23		M	-				OFFICE SUPPLIES	235.41402.0220
	488	06/16/23	DIESEL FUEL TAX-MAY		42.86		STMT/05-23		M	-				MOTOR FUELS AND	651.48484.0222
	488	06/16/23	DIESEL FUEL TAX-MAY		42.29		STMT/05-23		M	-				MOTOR FUELS AND	651.48485.0222
	488	06/16/23	DIESEL FUEL TAX-MAY		63.95CR		STMT/05-23		M	-				MOTOR FUELS AND	651.48486.0222
					2,164.03	*CHECK	TOTAL								
				VENDOR TOTAL	2,164.03										
MN ELEVATOR INC				000499											
	68695	06/27/23	ELEVATOR SERVICE		178.37		1022375		D	-				MTCE. OF STRUCTU	101.41408.0335
MN SCREEN PRINT				000515											
	68696	06/27/23	SCREENPRINT COVERALLS		59.48		35481		D	-				SUBSISTENCE OF P	101.42412.0227
MN UC FUND				000524											
	68697	06/27/23	2022 3RD QTR INTEREST		38.00		07977283/23		D	-				RE-EMPLOYMENT IN	101.41428.0815
	68697	06/27/23	2022 4TH QTR INTEREST		76.00		07977283/23		D	-				RE-EMPLOYMENT IN	101.41428.0815
	68697	06/27/23	2023 1ST QTR INTEREST		1.00		07977283/23		D	-				RE-EMPLOYMENT IN	101.41428.0815
					115.00	*CHECK	TOTAL								
				VENDOR TOTAL	115.00										
MOTION PICTURE LICENSING				003857											
	68698	06/27/23	MPLC UMBRELLA LICENSE		749.00		504421067		D	-				LICENSES AND TAX	101.45432.0445
	68698	06/27/23	MPLC UMBRELLA LICENSE		749.00		504421067		D	-				LICENSES AND TAX	101.45437.0445
					1,498.00	*CHECK	TOTAL								
				VENDOR TOTAL	1,498.00										

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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
MUNICIPAL UTILITIES				000541											
	68699	06/27/23	UTILITIES FOR JUNE	988.50			STMT/06-23		D	-				UTILITIES	101.42412.0332
	68699	06/27/23	UTILITIES FOR JUNE	5,926.29			STMT/06-23		D	-				UTILITIES	101.43425.0332
	68699	06/27/23	UTILITIES FOR JUNE	2,437.95			STMT/06-23		D	-				UTILITIES	230.43430.0332
	68699	06/27/23	UTILITIES FOR JUNE	66,970.56			STMT/06-23		D	-				UTILITIES	651.48484.0332
	68699	06/27/23	UTILITIES FOR JUNE	266.57			STMT/06-23		D	-				UTILITIES	651.48485.0332
				76,589.87		*CHECK	TOTAL								
			VENDOR TOTAL	76,589.87											
MVTL LABORATORIES INC				000544											
	68700	06/27/23	LAB TESTING	58.30			1201719		D	-				PROFESSIONAL SER	651.48484.0446
	68700	06/27/23	LAB TESTING	58.30			1202807		D	-				PROFESSIONAL SER	651.48484.0446
				116.60		*CHECK	TOTAL								
			VENDOR TOTAL	116.60											
NATIONWIDE GLASS OF WILL				000564											
	68701	06/27/23	REPL DOOR CLOSER-PARTS	90.00			4459		D	-				MTCE. OF STRUCTU	101.45427.0225
	68701	06/27/23	REPL DOOR CLOSER-LABOR	330.00			4459		D	-				MTCE. OF STRUCTU	101.45427.0335
				420.00		*CHECK	TOTAL								
			VENDOR TOTAL	420.00											
NCL OF WISCONSIN INC				001627											
	68702	06/27/23	LAB SUPPLIES	73.49			488408		D	-				GENERAL SUPPLIES	651.48484.0229
NLS FAST PITCH				.03288											
	68703	06/27/23	NLS 14U SOFTBALL TOURN	270.00			062223		D	-				LICENSES AND TAX	101.45432.0445
NORTHERN STATES SUPPLY				000585											
	68704	06/27/23	BOLTS/WASHERS/NUTS	43.07			10-611671		D	-				SMALL TOOLS	101.45437.0221
	68704	06/27/23	FLASHLIGHT	78.63			10-611810		D	-				SMALL TOOLS	101.43425.0221
	68704	06/27/23	WEDGE ANCHORS	66.49			10-611826		D	-				GENERAL SUPPLIES	101.43425.0229
	68704	06/27/23	SHOP SUPPLIES	22.22			10-611834		D	-				GENERAL SUPPLIES	101.43425.0229
	68704	06/27/23	WASHERS	10.98			10-611837		D	-				MTCE. OF STRUCTU	101.45433.0225
	68704	06/27/23	NUTS&BOLTS	10.75			10-611872		D	-				MTCE. OF EQUIPME	101.43425.0224
	68704	06/27/23	SPRAY PAINT	19.05			10-611872		D	-				GENERAL SUPPLIES	101.43425.0229
	68704	06/27/23	HAMMER DRILL	249.35			10-611878		D	-				SMALL TOOLS	101.43425.0221
	68704	06/27/23	CONCRETE DRILL BIT	5.19			10-611890		D	-				SMALL TOOLS	101.43425.0221
	68704	06/27/23	MARKING PAINT	59.39			10-612057		D	-				GENERAL SUPPLIES	101.43425.0229
	68704	06/27/23	SIPTIES/MARKERS	13.97			10-612141		D	-				GENERAL SUPPLIES	101.43425.0229
				579.09		*CHECK	TOTAL								
			VENDOR TOTAL	579.09											
O'REILLY AUTOMOTIVE INC				000650											
	68705	06/27/23	#183429 CONTROL ARM	96.83			1528-471859		D	-				INVENTORIES-MDSE	101.125000
PAPER & THREADS LLC				002895											
	68706	06/27/23	EXPLORER SHIRTS	39.00			060823		D	-				SUBSISTENCE OF P	101.42411.0227

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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
POE/ANN .03283		68707	06/27/23	DAMAGE DEPOSIT REFUND	100.00		090223		D	-				REFUNDS AND REIM	101.41428.0882
PREMIUM WATERS INC 000374		68708	06/27/23	DRINKING WATER	10.00		330540011		D	-				GENERAL SUPPLIES	101.45435.0229
		68708	06/27/23	DRINKING WATER	148.49		330541091		D	-				GENERAL SUPPLIES	101.45437.0229
					158.49	*CHECK TOTAL									
				VENDOR TOTAL	158.49										
QUICK SIGNS 001093		68709	06/27/23	SPLASH PAD SIGNS	133.00		180636		D	-				MTCE. OF OTHER I	101.45437.0226
		68709	06/27/23	WINDOW VINYL-ROBBINS ISL	639.00		180638		D	-				MTCE. OF OTHER I	101.45432.0226
		68709	06/27/23	SIGNS	2,385.00		180692		D	-				MTCE. OF OTHER I	101.45432.0226
		68709	06/27/23	DOOR VINYL	1,635.00		180692		D	-				MTCE. OF STRUCTU	101.45506.0225
		68709	06/27/23	STICKERS-SUMMER REC	38.00		180713		D	-				GENERAL SUPPLIES	101.45432.0229
		68709	06/27/23	POSTER PRINTS	65.00		180724		D	-				ADVERTISING	101.45435.0447
		68709	06/27/23	SHULDES-PARADE SIGN	40.00		180733		D	-				GENERAL SUPPLIES	101.41408.0229
					4,935.00	*CHECK TOTAL									
				VENDOR TOTAL	4,935.00										
RAILROAD MANAGEMENT CO I 002582		68710	06/27/23	33RD ST NW WATERMAIN	344.67		482325		D	M	01			LICENSES AND TAX	101.43425.0445
		68710	06/27/23	CO RD. 5/30TH ST NW WTRM	344.67		482326		D	M	01			LICENSES AND TAX	101.43425.0445
					689.34	*CHECK TOTAL									
				VENDOR TOTAL	689.34										
RAMBOW INC 000639		68711	06/27/23	LITTLE CARD GOLF SHIRTS	438.00		643208		D	-				GENERAL SUPPLIES	101.45432.0229
		68711	06/27/23	SOFTBALL JERSEYS	1,080.00		643923		D	-				GENERAL SUPPLIES	101.45432.0229
		68711	06/27/23	PARKS&REC SUMMER SHIRTS	706.08		643968		D	-				GENERAL SUPPLIES	101.45432.0229
		68711	06/27/23	UMPIRES POLOS	159.95		644045		D	-				GENERAL SUPPLIES	101.45432.0229
					2,384.03	*CHECK TOTAL									
				VENDOR TOTAL	2,384.03										
REED/DEBORAH .03289		68712	06/27/23	REIM SANITARY SEWER LI	1,500.00		061623		D	-				MTCE. OF OTHER I	651.48485.0336
ROBERT HALF 003837		68713	06/27/23	ACCT SERV 06/12/23	1,368.50		62124574		D	-				PROFESSIONAL SER	101.41405.0446
RUNNING'S SUPPLY INC 001418		68714	06/27/23	U-BLOTS/WEED SPRAYER	4.38		5886657		D	-				GENERAL SUPPLIES	101.43425.0229
		68714	06/27/23	PICKUP FUEL TANK	1,380.92		5887151		D	-				SMALL TOOLS	651.48486.0221
		68714	06/27/23	LAB SUPPLIES	70.04		5887390		D	-				GENERAL SUPPLIES	651.48486.0229
		68714	06/27/23	FLINT REFILLS	16.47		5893259		D	-				GENERAL SUPPLIES	101.43425.0229
		68714	06/27/23	#222710 SPRAYER PARTS	15.97		5894335		D	-				INVENTORIES-MDSE	101.125000
		68714	06/27/23	FLASHLIGHT	119.99		5895925		D	-				SMALL TOOLS	101.41402.0221
		68714	06/27/23	#222710 SPRAYER PARTS	23.13		5896455		D	-				INVENTORIES-MDSE	101.125000

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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
RUNNING'S SUPPLY INC				001418											
		68714	06/27/23	PLUMBING PARTS 4 SEASONS	20.18		5901256		D	-				MTCE. OF STRUCTU	101.43425.0225
		68714	06/27/23	DOG FOOD	68.99		5912001		D	-				SUBSISTENCE OF P	101.42411.0227
		68714	06/27/23	DRAIN TILE	4.69		5917689		D	-				GENERAL SUPPLIES	101.43425.0229
					1,724.76	*CHECK	TOTAL								
				VENDOR TOTAL	1,724.76										
SCHMITZ/MELISS				.03299											
		68715	06/27/23	DAMAGE DEPOSIT REFUND	100.00		060523		D	-				REFUNDS AND REIM	101.41428.0882
SCHROEDER/DUSTIN				.03284											
		68716	06/27/23	DAMAGE DEPOSIT REFUND	100.00		090223		D	-				REFUNDS AND REIM	101.41428.0882
SERVICE CENTER/CITY OF W				000685											
		68717	06/27/23	90.90 GALLONS UNLEADED	270.00		STMT/5-23		D	-				MOTOR FUELS AND	101.41402.0222
		68717	06/27/23	14.30 GALLONS UNLEADED	42.41		STMT/5-23		D	-				MOTOR FUELS AND	101.41408.0222
		68717	06/27/23	23.14 GALLONS DIESEL	68.26		STMT/5-23		D	-				OFFICE SUPPLIES	101.42411.0220
		68717	06/27/23	2253.30 GALLONS UNLEAD	6,692.24		STMT/5-23		D	-				MOTOR FUELS AND	101.42411.0222
		68717	06/27/23	142.53 GALLONS DIESEL	419.58		STMT/5-23		D	-				MOTOR FUELS AND	101.42412.0222
		68717	06/27/23	186.20 GALLONS UNLEADED	552.96		STMT/5-23		D	-				MOTOR FUELS AND	101.42412.0222
		68717	06/27/23	1463.26 GALLONS DIESEL	4,316.66		STMT/5-23		D	-				MOTOR FUELS AND	101.43425.0222
		68717	06/27/23	875.00 GALLONS UNLEADE	2,598.84		STMT/5-23		D	-				MOTOR FUELS AND	101.43425.0222
		68717	06/27/23	85.00 GALLONS UNLEADED	252.51		STMT/5-23		D	-				MOTOR FUELS AND	101.45433.0222
		68717	06/27/23	567.95 GALLONS DIESEL	1,675.45		STMT/5-23		D	-				MOTOR FUELS AND	651.48484.0222
		68717	06/27/23	146.40 GALLONS UNLEADED	434.81		STMT/5-23		D	-				MOTOR FUELS AND	651.48485.0222
					17,323.72	*CHECK	TOTAL								
				VENDOR TOTAL	17,323.72										
SHI CORP				000275											
		68718	06/27/23	NETWRIX AUDITOR-DIR SU	2,743.00		B16998417		D	-				SUBSCRIPTIONS AN	101.41409.0443
		68718	06/27/23	SATELLITE PD MONITORS	740.00		B16999908		D	-				SMALL TOOLS	101.41409.0221
					3,483.00	*CHECK	TOTAL								
				VENDOR TOTAL	3,483.00										
SIGN SOLUTIONS USA				003730											
		68719	06/27/23	SIGN PARTS	1,428.60		406656		D	-				MTCE. OF OTHER I	101.43425.0226
SLAGTER/BRYENT				.03282											
		68720	06/27/23	OVRPYMT BUILDING PERMIT	62.25		060923		D	-				REFUNDS AND REIM	101.41428.0882
SPANIER/JESSICA				.03287											
		68721	06/27/23	DAMAGE DEPOSIT REFUND	100.00		060923		D	-				REFUNDS AND REIM	101.41428.0882
STACY'S NURSERY INC				000706											
		68722	06/27/23	MULCH	85.00		21548		D	-				GENERAL SUPPLIES	101.43425.0229
		68722	06/27/23	DOWNTOWN FLOWER POTS	1,348.44		21604		D	-				OTHER CHARGES	235.41402.0449
					1,433.44	*CHECK	TOTAL								
				VENDOR TOTAL	1,433.44										

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
STEINBEISSER AUTO REPAIR	003256													
68723	06/27/23	KEROSENE	32.04			16825		D	-				MOTOR FUELS AND	651.48484.0222
STOP STICK LTD	000964													
68724	06/27/23	STOP STICKS	1,086.00			0029616-IN		D	-				SMALL TOOLS	101.42411.0221
STREICHER'S	000722													
68725	06/27/23	AMMUNITION	1,752.00			I1639015		D	-				GENERAL SUPPLIES	101.42411.0229
SUMMIT FIRE PROTECTION	002555													
68726	06/27/23	FIRE ALARM INSPECTION	528.00			1500030838		D	-				MTCE. OF STRUCTU	101.41408.0335
68726	06/27/23	SPRINKLER SYSTEM INSPEC	925.00			2221771		D	-				MTCE. OF STRUCTU	101.41408.0335
			1,453.00		*CHECK	TOTAL								
		VENDOR TOTAL	1,453.00											
SWANSON RENTAL LLC	003656													
68727	06/27/23	TRAILER RENTAL	145.09			512		D	-				RENTS	101.45432.0440
SYSCO WESTERN MINNESOTA	000161													
68728	06/27/23	CONCESSION SUPPLIES	821.27			253410292		D	-				GENERAL SUPPLIES	101.45433.0229
TARGET SOLUTIONS LEARNIN	003519													
68729	06/27/23	2024 RECORDS MGMT SYST	1,821.05			INV72641		D	-				PREPAID EXPENSES	101.128000
68729	06/27/23	2023 RECORDS MGMT SYST	1,821.05			INV72641		D	-				SUBSCRIPTIONS AN	101.42412.0443
			3,642.10		*CHECK	TOTAL								
		VENDOR TOTAL	3,642.10											
TECH CHECK, LLC	003801													
68730	06/27/23	EXTREME SWITCH SUPPORT	1,316.00			51926		D	-				MTCE. OF EQUIPME	101.41409.0334
TEN17 MEDIA LLC	003589													
68731	06/27/23	WEBSITE/SOC. MEDIA WOR	1,250.00			1321		D	N	01			PROFESSIONAL SER	235.41402.0446
TOM'S BACKHOE SERVICE, I	003757													
68732	06/27/23	HWY 12 LIFT STATION	279,497.22			APPL #5		D	-				MTCE. OF OTHER I	432.48485.0336
TORKELSON'S LOCK SERVICE	002583													
68733	06/27/23	CUT FILE CABINET	68.00			7456851		D	N	01			MTCE. OF EQUIPME	101.41403.0334
TWIN CITY SEED COMPANY	002949													
68734	06/27/23	FERTILIZER	1,390.00			54322		D	-				MTCE. OF OTHER I	101.43425.0226
TYLER TECHNOLOGIES, INC	003795													
68735	06/27/23	4/25-4/27/23 ERP PROJ	4,200.00			045-418813		D	-				SUBSCRIPTIONS AN	219.41409.0443
68735	06/27/23	PROJECT MANAGER	8,800.00			045-418981		D	-				SUBSCRIPTIONS AN	219.41409.0443
68735	06/27/23	05/05/23 ERP PROJ	2,100.00			045-419625		D	-				SUBSCRIPTIONS AN	219.41409.0443
68735	06/27/23	5/9-5/10/23 ERP PROJ	2,800.00			045-420755		D	-				SUBSCRIPTIONS AN	219.41409.0443
68735	06/27/23	05/11/23 ERP PROJ	1,400.00			045-422150		D	-				SUBSCRIPTIONS AN	219.41409.0443

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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
TYLER TECHNOLOGIES, INC 003795		68735	06/27/23	5/7-5/25/23 ERP PROJ	3,500.00		045-423800		D	-				SUBSCRIPTIONS AN	219.41409.0443
		68735	06/27/23	PROJECT MANAGER	83.33		130-136553		D	-				SUBSCRIPTIONS AN	219.41409.0443
					22,883.33	*CHECK	TOTAL								
VENDOR TOTAL					22,883.33										
US BANK EQUIPMENT FINANC 003143		68736	06/27/23	500-0576320-000-JUNE	172.70		503310872		D	-				RENTS	101.42411.0440
VERIZON WIRELESS 002915		68737	06/27/23	CELL PHONE USE-JUNE	2,682.00		9936810504		D	-				COMMUNICATIONS	101.41409.0330
		68737	06/27/23	EAGLE LAKE #4	40.01		9936810504		D	-				COMMUNICATIONS	651.48487.0330
					2,722.01	*CHECK	TOTAL								
VENDOR TOTAL					2,722.01										
VIERLING/DAVID 003786		68738	06/27/23	STREET SURVIVAL TRNG	94.00		061523		D	-				TRAVEL-CONF.-SCH	101.42411.0333
VIKING COCA-COLA BOTTLIN 000777		68739	06/27/23	CONCESSION SUPPLIES	1,111.40		3168730		D	-				GENERAL SUPPLIES	101.45433.0229
VOSIKA PORTABLE TOILET R 000377		68740	06/27/23	TOILET RENTAL	318.24		014762		D	-				OTHER CHARGES	235.41402.0449
VOSS PLUMBING & HEATING 002559		68741	06/27/23	6TH ST SW RECONSTRUC	146,481.08		APPL #7		D	-				MTCE. OF OTHER I	422.48451.0336
WALT'S 002868		68742	06/27/23	21.70 GALLONS UNLEADED	75.93		STMT/05-23		D	-				MOTOR FUELS AND	101.41402.0222
		68742	06/27/23	9.36 GALLONS UNLEADED	40.74		STMT/05-23		D	-				MOTOR FUELS AND	101.42412.0222
		68742	06/27/23	11.084 GALLONS UNLEADED	45.77		STMT/05-23		D	-				MOTOR FUELS AND	101.43425.0222
		68742	06/27/23	15.23 GALLONS UNLEADED	62.91		STMT/05-23		D	-				MOTOR FUELS AND	651.48484.0222
		68742	06/27/23	6.431 GALLONS UNLEADED	27.97		STMT/05-23		D	-				MOTOR FUELS AND	651.48484.0222
		68742	06/27/23	6.213 GALLONS UNLEADED	35.72		STMT/05-23		D	-				MOTOR FUELS AND	651.48486.0222
					289.04	*CHECK	TOTAL								
VENDOR TOTAL					289.04										
WEST CENTRAL COMMUNICATI 000796		68743	06/27/23	REPROGRAM PAGES-LABOR	472.50		095764S		D	-				COMMUNICATIONS	101.42412.0330
		68743	06/27/23	BATTERIES-OUTDOOR SIRE	3,460.00		096080S		D	-				CIVIL DEFENSE	101.42428.0809
					3,932.50	*CHECK	TOTAL								
VENDOR TOTAL					3,932.50										
WEST CENTRAL INDUSTRIES 000801		68744	06/27/23	WOOD LATH	164.00		9046		D	-				GENERAL SUPPLIES	101.43425.0229
WEST CENTRAL SANITATION 000805		68745	06/27/23	RECYCLING-JUNE	99.52		12765188		D	-				CLEANING AND WAS	101.43425.0338
		68745	06/27/23	RECYCLING-JUNE	96.05		12765188		D	-				CLEANING AND WAS	101.45433.0338
		68745	06/27/23	RECYCLING-JUNE	38.20		12765188		D	-				CLEANING AND WAS	101.45435.0228

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
WEST CENTRAL SANITATION 000805														
	68745	06/27/23	RECYCLING-JULY	144.04		12793725		D	-				CLEANING AND WAS	101.41408.0338
	68745	06/27/23	RECYCLING-JULY	51.25		12794977		D	-				CLEANING AND WAS	651.48484.0228
	68745	06/27/23	RECYCLING-JULY	99.17		12795618		D	-				CLEANING AND WAS	101.43425.0338
	68745	06/27/23	RECYCLING-JULY	95.66		12795618		D	-				CLEANING AND WAS	101.45433.0338
	68745	06/27/23	RECYCLING-JULY	38.04		12795618		D	-				CLEANING AND WAS	101.45435.0338
				661.93	*CHECK	TOTAL								
			VENDOR TOTAL	661.93										
WEST CENTRAL TRIBUNE 000807														
	68746	06/27/23	2024 SUBSCRIPTION	149.62		177822549		D	-				PREPAID EXPENSES	101.128000
	68746	06/27/23	2023 SUBSCRIPTION	106.88		177822549		D	-				SUBSCRIPTIONS AN	101.41408.0443
				256.50	*CHECK	TOTAL								
			VENDOR TOTAL	256.50										
WESTMOR INDUSTRIES LLC 001640														
	68747	06/27/23	FUEL PUMP REPAIRS	4,323.09		1883716 RI		D	-				MTCE. OF EQUIPME	101.43425.0334
WILLMAR CHAMBER OF COMME 000812														
	68748	06/27/23	MANAGED IT	209.55		55663		D	-				PROFESSIONAL SER	208.45005.0446
	68748	06/27/23	MANAGED IT	209.55		55663		D	-				PROFESSIONAL SER	208.45005.0446
	68748	06/27/23	MANAGED IT	209.55		55663		D	-				PROFESSIONAL SER	208.45005.0446
	68748	06/27/23	CVB MAIL PICK-UP FEE-MAY	26.66		55664		D	-				POSTAGE	208.45005.0223
	68748	06/27/23	INTERNET 4/18-5/17/23	25.99		55664		D	-				COMMUNICATIONS	208.45005.0330
	68748	06/27/23	RECYCLING FEE-APRIL	6.28		55664		D	-				CLEANING AND WAS	208.45005.0338
	68748	06/27/23	OFFICE 365 MONTHLY SUB	7.54		55665		D	-				COMMUNICATIONS	208.45005.0330
	68748	06/27/23	TELEPHONE CHARGES	14.00		55665		D	-				COMMUNICATIONS	208.45005.0330
	68748	06/27/23	CVB LEISURE COM LUNCH	141.31		55665		D	-				TRAVEL-CONF.-SCH	208.45005.0333
	68748	06/27/23	FARMFEST PLANNING MTNG	7.29		55665		D	-				TRAVEL-CONF.-SCH	208.45005.0333
	68748	06/27/23	CARD-OKINS	5.38		55665		D	-				AWARDS AND INDEM	208.45005.0442
	68748	06/27/23	ADMIN ASSIST RECOGN	77.54		55665		D	-				AWARDS AND INDEM	208.45005.0442
	68748	06/27/23	CVB BOARD MEETING LUNCH	128.85		55665		D	-				OTHER CHARGES	208.45005.0449
	68748	06/27/23	EXCUTIVE COM LUNCH	58.94		55665		D	-				OTHER CHARGES	208.45005.0449
	68748	06/27/23	CHAIRS FOR FARMFEST	107.85		55665		D	-				TRAVEL-CONF.-SCH	208.45006.0333
	68748	06/27/23	TEN17 MEDIA/SOCIAL AD 1,	700.00		55665		D	-				ADVERTISING	208.45006.0447
	68748	06/27/23	REMARKABLE NOTE SUBSCRIP	2.99		55665		D	-				OTHER CHARGES	208.45008.0449
	68748	06/27/23	FOREIGN TRANS FEE	0.05		55665		D	-				OTHER CHARGES	208.45008.0449
	68748	06/27/23	TEN17 MEDI/SOCIAL AD 1,	250.00		55665		D	-				OTHER CHARGES	208.45010.0449
	68748	06/27/23	GOOGLE ADVERTISING	334.57		55665		D	-				OTHER CHARGES	208.45010.0449
	68748	06/27/23	TOURISM WEEK PROMO GIFT	25.00		55665		D	-				OTHER CHARGES	208.45010.0449
	68748	06/27/23	TOURISM WEEK PROMO GIFT	25.00		55665		D	-				OTHER CHARGES	208.45010.0449
	68748	06/27/23	TOURISM WEEK PROMO GIFT	52.00		55665		D	-				OTHER CHARGES	208.45010.0449
	68748	06/27/23	DIRECTOR&ADMIN WAGES	9,454.74		55666		D	-				SALARIES-REG. EM	208.45005.0110
	68748	06/27/23	INSURNACE-JUNE	1,653.91		55666		D	-				EMPLOYER PENSION	208.45005.0113
	68748	06/27/23	FICA	640.91		55666		D	-				EMPLOYER PENSION	208.45005.0113
	68748	06/27/23	MEDICARE	130.61		55666		D	-				EMPLOYER PENSION	208.45005.0113
	68748	06/27/23	IRA CONTRIBUTION	270.24		55666		D	-				EMPLOYER PENSION	208.45005.0113
	68748	06/27/23	COPIES-MAY	10.12		55666		D	-				OFFICE SUPPLIES	208.45005.0220
	68748	06/27/23	PAYROLL FEES	97.41		55666		D	-				OTHER SERVICES	208.45005.0339
	68748	06/27/23	RENT-JUNE	689.06		55666		D	-				RENTS	208.45005.0440

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
WILLMAR CHAMBER OF COMME				000812							
68748		06/27/23		MEETING-FISCHER	10.00		55703		D -	TRAVEL-CONF.-SCH	208.45005.0333
					17,582.89	*CHECK	TOTAL				
				VENDOR TOTAL	17,582.89						
WILLMAR FESTS				000817							
68599		06/21/23		CELEBR. LT OF THE WOR	15,000.00		062023		D -	CIVIC PROMOTION	101.45428.0812
68599		06/21/23		WILLMAR FESTS DONATIO	50,000.00		062023		D -	CIVIC PROMOTION	101.45428.0812
					65,000.00	*CHECK	TOTAL				
				VENDOR TOTAL	65,000.00						
WILLMAR TDC				003520							
68749		06/27/23		YOUTH WTRESTING TOURNA	912.00		20		D -	OTHER CHARGES	101.45432.0449
ZARTICO, INC				003859							
68750		06/27/23		DESTINATION OP SYS IN	12,500.00		0000872		D -	ADVERTISING	208.45015.0447
ZUROFF/KYMBERLEE				.03286							
68751		06/27/23		DAMAGE DEPOSIT REFUND	100.00		060923		D -	REFUNDS AND REIM	101.41428.0882
4M				003585							
487		06/16/23		4M MONEY MRKT-3520	4,000,000.00		061623		M -	INVESTMENTS	101.109000

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
REPORT TOTALS:				6,979,517.66										

RECORDS PRINTED - 000601

Vendor Payment History Report

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
----	-----	
101	GENERAL FUND	4,666,886.42
208	CONVENTION & VISITORS BUREAU	32,159.72
219	CORONAVIRUS RELIEF FUND	24,671.33
230	WILLMAR MUNICIPAL AIRPORT	9,624.95
235	WILLMAR MAIN STREET	2,929.54
369	T.I. PROJECTS	750.00
373	T.I. (JH LLC)	87,415.00
374	T.I. (GM DEVELOPMENT)	750.00
375	T.I. (LEGACY ON FIRST)	750.00
376	T.I. (15TH STREET FLATS)	750.00
422	S.A.B.F. - 2022A	163,472.30
423	S.A.B.F. - 2023A	1,517,077.47
432	C.P. - WASTE TREATMENT	279,497.22
450	CAPITAL IMPROVEMENT FUND	16,250.00
651	WASTE TREATMENT	174,017.71
816	BIOSCIENCE GRANT	2,516.00
TOTAL ALL FUNDS		6,979,517.66

BANK RECAP:

BANK	NAME	DISBURSEMENTS
----	-----	
HERT	HERITAGE BANK	6,979,517.66
TOTAL ALL BANKS		6,979,517.66



City Council Action Request

Council Meeting Date:	July 3, 2023	Agenda Item Number:	5.E.
Agenda Section:	Consent Items	Originating Department:	Public Works
Resolution:	Yes	Prepared By:	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	Presented By:	Jared Voge, City Engineer
Item:	Accept and Final Project No. 2101-B Eagle Ridge Drive E		

RECOMMENDED ACTION:

Adopt the resolution accepting Project No. 2101-B and authorizing final payment to Duininck, Inc. in the amount of \$25,320.47.

OVERVIEW:

Project No. 2101-B, the street reconstruction and storm sewer improvements of Eagle Ridge Drive East, and was awarded to Duininck, Inc. on May 3, 2021.

Engineering staff have reviewed the project and recommend it be accepted, final payment be made to the contractor, and the project be closed out.

BUDGETARY/FISCAL ISSUES:

The final payment is within the project budget.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. RESOLUTION- ACCEPT PROJECT & FINAL PROJECT NO. 2101-B
2. Project No. 2101-B Final Pay Application

Resolution No.

A RESOLUTION ACCEPTING PROJECT NO. 2101-B AND AUTHORIZING FINAL PAYMENT.

Motion By:_____ Second By:_____

IMPROVEMENT: Project No. 2101-B: Eagle Ridge Dr E Reconstruction

CONTRACTOR:	Duininck, Inc.
DATE OF CONTRACT:	May 3, 2021
BEGIN WORK:	June 1, 2021
COMPLETE WORK:	June 14, 2023
APPROVE, ENGINEERING DEPT:	June 21, 2023

BE IT RESOLVED by the City Council of the City of Willmar, Minnesota, that:

1. The said City of Willmar Eagle Ridge Dr E Project be herewith approved and accepted by the City of Willmar.
2. The following summary and final payment be approved:

ORIGINAL CONTRACT AMOUNT:	\$1,087,587.90
CHANGE ORDER NO. 1	\$57,842.90
FINAL NET CONTRACT AMOUNT, PROPOSED:	\$1,145,430.80
ACTUAL FINAL CONTRACT AMOUNT AS CONSTRUCTED:	\$1,133,105.93
Less Previous Payments	\$1,107,785.46
FINAL PAYMENT DUE CONTRACTOR:	\$25,320.47

Dated this 3rd day of July, 2023

Attest:

Mayor

City Clerk

CONTRACTOR'S NO. 5 - FINAL
 PROJECT NO. 2101-B
 CONTRACTOR: DUININCK INC.
 P.O. BOX 208
 PRINSBURG, MN 56281
 CONSTRUCTION OF: STREET AND STORM

LOCATION: EAGLE RIDGE DRIVE EAST

DATE: 6/20/2023

HONORABLE MAYOR AND CITY COUNCIL
 CITY OF WILLMAR, MINNESOTA

IN ACCORDANCE WITH THE CONTRACT WITH DUININCK INC.
 I HEREWITH PRESENT THE FOLLOWING ESTIMATE

2101-B

	ITEM	UNIT	Total Units Bid	Bid Price Per Unit	Total Bid Amount	Previous Quantities	Amount Paid to Date	Quantities to Date	Quantity This App	Amount Due
1	Mobilization	LS	1.0	\$ 10,000.00	\$ 10,000.00	1.0	\$ 10,000.00	1.0	-	-
2	Salvage Casting	EA	24	\$ 50.00	\$ 1,200.00	24	\$ 1,200.00	24	-	-
3	Remove Manhole or Catch Basin	EA	10	\$ 200.00	\$ 2,000.00	10	\$ 2,000.00	10	-	-
4	Remove Curb and Gutter	LF	6620	\$ 2.50	\$ 16,550.00	6575	\$ 16,437.50	6575	-	-
5	Remove Sewer Pipe (Storm)	LF	310	\$ 5.00	\$ 1,550.00	310	\$ 1,550.00	310	-	-
6	Remove Concrete Driveway Pavement	SY	1350	\$ 8.00	\$ 10,800.00	1367	\$ 10,936.00	1367	-	-
7	Remove Bituminous Pavement	SY	13580	\$ 1.25	\$ 16,975.00	13580	\$ 16,975.00	13580	-	-
8	Geotextile Fabric Type 5	SY	15750	\$ 1.34	\$ 21,105.00	15750	\$ 21,105.00	15750	-	-
9	Common Excavation (EV) (P)	CY	10075	\$ 12.00	\$ 120,900.00	10075	\$ 120,900.00	10075	-	-
10	Select Granular Borrow	TON	9450	\$ 15.00	\$ 141,750.00	8149.08	\$ 122,236.20	8149.08	-	-
11	Select Granular Borrow	TON	500	\$ 15.00	\$ 7,500.00		\$ -		-	-
12	Subgrade Preparation	RDST	33.30	\$ 500.00	\$ 16,650.00	33.30	\$ 16,650.00	33.30	-	-
13	Street Sweeper (With Pickup Broom)	HR	10	\$ 137.00	\$ 1,370.00		\$ -		-	-
14	Aggregate Base Class 6	TON	5200	\$ 18.00	\$ 93,600.00	4857.54	\$ 87,435.72	4857.54	-	-
15	Type SP12.5 Wearing Course Mixture (3B)	TON	1700	\$ 68.00	\$ 115,600.00	1853.39	\$ 126,030.52	1853.39	-	-
16	Type SP12.5 Non Wearing Course Mixture (3B)	TON	1700	\$ 66.00	\$ 112,200.00	1557.84	\$ 102,817.44	1557.84	-	-
17	5" Perf PE Pipe Drain	LF	6800	\$ 9.00	\$ 61,200.00	6550	\$ 58,950.00	6550	-	-
18	12" RC Pipe Sewer Class II	LF	1625	\$ 42.00	\$ 68,250.00	1625	\$ 68,250.00	1625	-	-
19	18" RC Pipe Sewer Class II	LF	40	\$ 60.00	\$ 2,400.00	41	\$ 2,460.00	41	-	-
20	Connect To Existing Storm Sewer	EA	7	\$ 635.00	\$ 4,445.00	7	\$ 4,445.00	7	-	-
21	24" X 10" Reducing Saddle	EA	1	\$ 1,300.00	\$ 1,300.00	1	\$ 1,300.00	1	-	-
22	10" HDPE Pipe Sewer	LF	5	\$ 65.00	\$ 325.00		\$ -		-	-
23	12" HDPE Pipe Sewer	LF	46	\$ 49.00	\$ 2,254.00	17	\$ 833.00	17	-	-
24	18" HDPE Pipe Sewer	LF	20	\$ 56.00	\$ 1,120.00	5	\$ 280.00	5	-	-
25	24" HDPE Pipe Sewer	LF	20	\$ 65.00	\$ 1,300.00	9	\$ 585.00	9	-	-
26	Adjust Frame & Ring Casting	EA	2	\$ 450.00	\$ 900.00	2	\$ 900.00	2	-	-
27	Casting Assembly (Manhole)	EA	3	\$ 820.00	\$ 2,460.00	3	\$ 2,460.00	3	-	-
28	Casting Assembly (Catch Basin - B618 Curb)	EA	20	\$ 600.00	\$ 12,000.00	20	\$ 12,000.00	20	-	-
29	Construct Drainage Structure Design 48-4020	LF	72	\$ 400.00	\$ 28,800.00	76.65	\$ 30,660.00	76.65	-	-
30	Construct Drainage Structure Design H	LF	33	\$ 300.00	\$ 9,900.00	26.96	\$ 8,088.00	26.96	-	-
31	Concrete Curb and Gutter Design B618	LF	6620	\$ 13.25	\$ 87,715.00	6611	\$ 87,595.75	6611	-	-
32	6" Concrete Driveway Pavement	SY	1350	\$ 52.00	\$ 70,200.00	1900	\$ 98,800.00	1900	-	-
33	Traffic Control	LS	1.0	\$ 1,500.00	\$ 1,500.00	1.0	\$ 1,500.00	1.0	-	-
34	Common Topsoil Borrow	CY	400	\$ 30.00	\$ 12,000.00	302	\$ 9,060.00	394.80	92.80	\$ 2,784.00
35	Fertilizer Type 3 (P)	LB	403	\$ 0.80	\$ 322.40	403	\$ 322.40	403	-	-
36	Seed Mixture 25-151 (P)	LB	345	\$ 3.00	\$ 1,035.00	345	\$ 1,035.00	345	-	-
37	Seeding (P)	AC	1.15	\$ 700.00	\$ 805.00	1.15	\$ 805.00	1.15	-	-
38	Hydraulic Bonded Fiber Matrix (P)	LB	4025	\$ 1.10	\$ 4,427.50	4025	\$ 4,427.50	4025	-	-
39	Erosion Control Supervisor	LS	1.00	\$ 565.00	\$ 565.00	1.00	\$ 565.00	1.00	-	-
40	Storm Drain Inlet Protection	EA	20	\$ 125.00	\$ 2,500.00	10	\$ 1,250.00	10	-	-

41	Erosion Control Blanket	SY	160	\$ 3.00	\$ 480.00		\$ -		-	-
42	Salvage Casting	EA	14	\$ 50.00	\$ 700.00	14	\$ 700.00	14	-	-
43	Casting Assembly	EA	14	\$ 320.00	\$ 4,480.00	14	\$ 4,480.00	14	-	-
44	Chimney Seal	EA	14	\$ 235.00	\$ 3,290.00	14	\$ 3,290.00	14	-	-
45	Grout Catch Basin or Manhole	EA	14	\$ 250.00	\$ 3,500.00	14	\$ 3,500.00	14	-	-
46	Adjust Frame & Ring Casting	EA	14	\$ 451.00	\$ 6,314.00	14	\$ 6,314.00	14	-	-
47	Adjust Valve Box	EA	6	\$ 225.00	\$ 1,350.00	6	\$ 1,350.00	6	-	-
48	Change Order No. 1	LS				1.0	\$ 57,842.90	1.0	-	-
OVERALL TOTAL										\$2,784.00
(Price includes all applicable sales and use taxes)										
LESS 0% RETAINAGE										
SUBTOTAL:										\$2,784.00
RELEASE REMAINING RETAINAGE FROM PREVIOUS PAY APPLICATIONS:										
PAY REMAINING RETAINAGE FROM PAY APPLICATION 1										\$4,988.26
PAY REMAINING RETAINAGE FROM PAY APPLICATION 2										\$8,782.45
PAY REMAINING RETAINAGE FROM PAY APPLICATION 3										\$6,113.35
PAY REMAINING RETAINAGE FROM PAY APPLICATION 4										\$2,652.41
AMOUNT DUE CONTRACTOR THIS ESTIMATE:										\$25,320.47

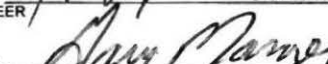
BUDGET NO. 421.48452.00336

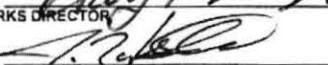
CONTRACT AUTHORIZATION

ORIGINAL CONTRACT AMOUNT \$ 1,087,587.90

FINAL CONTRACT AMOUNT \$ 1,133,105.93

APPROVED:  06/21/2023
CITY ENGINEER

APPROVED: 
PUBLIC WORKS DIRECTOR

APPROVED:  6-21-23
CONTRACTOR

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective; and
- (4) The provisions of M. S. 290.92 have been complied with and that all claims against me by reason of the Contract have been paid or satisfactorily



City Council Action Request

Council Meeting Date:	July 3, 2023	Agenda Item Number:	5.F.
Agenda Section:	Consent Items	Originating Department:	Recreation
Resolution:	Yes	Prepared By:	Rob Baumgarn, Recreation Director
Ordinance:	No	Presented By:	Rob Baumgarn, Recreation Director
Item:	Facility Agreement with Willmar Public Schools		

RECOMMENDED ACTION:

To be resolved by the City Council of the City of Willmar to approve an agreement with Willmar Public School and Willmar Parks and Recreation Department to utilize each other's facilities per the facility use agreement.

OVERVIEW:

The agreement with Willmar Public Schools will expire on June 31st, 2023, and needs to be renewed. Both directors have discussed any concerns from the past years. No major concerns came up from either party. Besides, both parties would be tracking each other's labor costs. The renewal of the agreement would be for one year.

The agreement has been reviewed by the Parks and Recreation board and it is their recommendation to approve the agreement as stated.

BUDGETARY/FISCAL ISSUES:

No budgetary issues to report

ALTERNATIVES TO CONSIDER:

Suggest adjustments to agreement
Don't approve the renewal agreement

ATTACHMENTS:

1. Resolution for Facility Use 2023
2. Willmar School and City of Willmar Facility Agreement

RESOLUTION NO. ____

RESOLUTION APPROVING THE FACILITY AGREEMENT WITH WILLMAR PUBLIC SCHOOLS

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar to approve an agreement with Willmar Public School and Willmar Parks and Recreation Department to utilize each other's facilities per the facility use agreement.

Dated this 3rd day of July, 2023

Douglas E. Reese, Mayor

Attest:

CITY CLERK

**MASTER AGREEMENT
BETWEEN THE CITY OF WILLMAR AND INDEPENDENT SCHOOL DISTRICT #347
REGARDING THE USE OF CITY AND SCHOOL-OWNED FACILITIES
July 1, 2023-June 30, 2024**

This **AGREEMENT** is made and entered into by and between the **CITY OF WILLMAR**, a municipal corporation organized under the laws of the state of Minnesota, herein referred to as the “City”, and **INDEPENDENT SCHOOL DISTRICT #347**, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the “District”.

RECITALS

WHEREAS the District is the owner of certain properties, including green spaces, buildings, and athletic fields, which may be used from time to time by community organizations based within the District for various purposes; and

WHEREAS the City is the owner of certain properties, including parks, buildings, and athletic fields, which may be used from time to time by community organizations based within the District for various purposes; and

WHEREAS it is the desire of both the District and City to enter this agreement, setting forth general guidelines to govern the use of facilities owned by either the District and City; to provide for the maintenance of these facilities; and to identify the responsible party in the event of claims for damages that might arise from such joint use; and

WHEREAS the District and the City have authority to enter into this Use Agreement and take all actions required of each hereby and have taken all actions necessary to authorize the execution and delivery of this Use Agreement.

WITNESSETH, that in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the District and the City hereto recite and agree as follows:

1. The District shall have ultimate and sole jurisdiction over allocation of usage time for scheduling of all facilities, fields, and equipment that are in possession of the District. In the case of events or activities scheduled by the City, the District retains the ultimate right to override, by school board action, scheduling of any proposed event involving a group or activity which the School Board deems to be inconsistent with the District’s values or mission.
2. The City shall have ultimate and sole jurisdiction over allocation of usage time for scheduling of all facilities, fields, and equipment that are in possession of the City. In the case of events or activities scheduled by the District, the City retains the ultimate right to

override, by city council action, scheduling of any proposed event involving a group or activity which the City Council deems to be inconsistent with the City's values or mission.

3. Both the City and the District shall be responsible for maintaining liability and property insurance for their own respective facilities. Each party shall, however, provide for the other party to be named and an "additional insured party" on their respective insurance policies in the case of losses or damages arising out of the use of facilities as described in the provisions of this Use Agreement.
4. Each of the parties to this Use Agreement is required to provide for and maintain workers compensation insurance, at least to the extent of the minimum coverage required by statute.
5. The facilities governed by this agreement include the following:
 - a. *City* -- City Auditorium, Community Center, parks, tennis courts, Swansson Field complex, Baker Diamond/Orange, PE classes at Civic Center, Showmobile, Robbins Island; also bleachers, tables, and folding chairs.
 - b. *School District* -- school gymnasiums, school cafeterias, tennis courts, Roosevelt soccer fields, Lakeland soccer fields, Middle School athletic fields, High School softball and baseball fields; also bleachers, tables, and folding chairs.
6. The City shall utilize the identified District facilities (see paragraph 5b) without paying a rental fee, and the District shall utilize City facilities (see paragraph 5a) without paying a rental fee. Both parties may incur custodial and other staffing charges for events and activities taking place outside of a normal operating day.
 - a. Consumables, such as chalk and diamond dry, shall be reimbursed by the District when using City facilities. Likewise, the City shall reimburse the District for consumables when using District facilities.
 - b. The District shall track staff time spent and consumables used for City activities and the City shall track staff time spent and consumables used for District activities.
7. The District staff shall maintain, improve and prepare District facilities, even for City events unless a different agreement is reached by both parties. City staff shall maintain, improve and prepare City facilities, even for District events unless a different agreement is reached by both parties. This includes but not limited to mowing and lining fields, reconfiguring classrooms, and dust mopping gym floors.
8. Scheduling and the use of District facilities shall be prioritized as follows:
 - a. First priority will be given to District-sponsored events including varsity athletic events, after-school co-curricular activities and community education activities, physical education classes, and District-sponsored athletic events and practices in season.
 - b. Second priority will be City scheduling of District facilities, without charge other than those occurred under paragraph 6, at times that do not conflict with District

scheduled events as listed in paragraph 8(a) above. It is agreed that the events scheduled during these times will be limited to contests and events sponsored by the City on behalf of sports and community organizations based within the City and serving primarily Willmar residents.

- c. For District-owned soccer, baseball, and soccer fields, the City is allowed to request facility hours in time-blocks and then assign smaller time segments from these blocks to individual Parks & Recreation teams and/or leagues. The City is not allowed to sublet these, or other, District facilities to outside entities, nor are they allowed to charge a fee for said facilities.
9. Scheduling and the use of City facilities shall be prioritized as follows:
- a. First priority will be given to City-sponsored events including City of Willmar meetings, programs, and activities, along with City Recreation programs.
 - b. Second priority will be District scheduling of City facilities, without charge other than those occurred under paragraph 4(a), at times that do not conflict with City scheduled events as listed in paragraph 7(a) above. It is agreed that the events scheduled during these times will be limited to contests and events sponsored by the District on behalf of varsity sports, adult and youth enrichment, and community events based within the District and serving primarily Willmar residents.
10. The District shall not install equipment on the property owned by the City, in any manner either permanent or temporary, without prior written consent from the City. Likewise, the City shall not install equipment on the property owned by the District, in any manner either permanent or temporary, without prior written consent from the District.
11. Each party is responsible for any damage or repair costs that are incurred while using the other's facilities.
12. Both parties agree that responsible adults must supervise all activities for the entire duration of usage time and until all participants have left the facility. Children must be supervised at all times (including hallways and bathrooms).
13. To the extent permitted by law, the parties shall each indemnify, protect, save, hold harmless and insure the other party as follows:
- a. The District shall indemnify, protect, save, hold harmless and insure the City, 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 which may arise out of or be caused by the District or its agents, employees, contractors, subcontractors, or sub-consultants with respect to the District's performance of its obligations under this Agreement. The District shall defend the City against the foregoing, or litigation in connection with the

foregoing, at the District's expense, with counsel reasonably acceptable to the City. The City, 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 Article shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of the City. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement.

- b. The City shall indemnify protect, save, hold harmless and insure the District, 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 which may arise out of or be caused by the City or its agents, employees, contractors, subcontractors or sub-consultants with respect to the City's performance of its obligations under this Agreement. The City shall defend the District against the foregoing, or litigation in connection with the foregoing, at the City's expense, with counsel reasonably acceptable to the District. The District, 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 Article shall not apply to damages or other losses proximately caused by or resulting from the gross negligence or willful misconduct of the District. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement.
 - c. To the fullest extent permitted by law, action by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minn. Stat. § 471.59, subd. 1a (a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.
 - d. The parties to this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for the acts or omissions of the other Parties.
 - e. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the City or the District.
14. The District and City, by their appointed representative(s), shall meet at least annually, on or before July 1, to review the permitting and scheduling of District and City facilities.
15. This agreement shall be interpreted under the laws of the state of Minnesota and the covenants, stipulation and conditions herein contained shall inure to the benefit of and

be binding upon the successors and assigns of the parties hereto and may be amended, if necessary, to comply with statutory and regulatory requirements to which the parties are subject.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day following final approval by the governing boards of the two parties.

CITY OF WILLMAR

BY: _____
Its Mayor

AND: _____
Its City Manager/Clerk

**INDEPENDENT SCHOOL
DISTRICT #347**

BY: _____
Its Board Chair

AND: _____
Its Superintendent



City Council Action Request

Council Meeting Date:	July 3, 2023	Agenda Item Number:	5.G.
Agenda Section:	Consent Items	Originating Department:	Recreation
Resolution:	Yes	Prepared By:	Rob Baumgarn, Recreation Director
Ordinance:	No	Presented By:	Rob Baumgarn, Recreation Director
Item:	West Central Hockey Lease Agreement Amendment		

RECOMMENDED ACTION:

To be resolved by the City Council of the City of Willmar to approve the first amendment to the West Central Hockey lease agreement.

OVERVIEW:

In the Winter of 2023, the hockey community asked to keep the ice on for the Spring of 2023 for additional programming opportunities. Staff worked with the ice users to provide ice time from April and May. With ice being on during the months of April and May, staff didn't need to remove the ice or need to put the ice back on for West Central Hockey. As part of the agreement, West Central Hockey was charged for the labor, materials, and utilities to put the ice back onto the Blue Line Arena. Staff collected information on labor costs, materials, and utilities. City staff discussed this with West Central Hockey and mutually agreed to the terms of the amendment.

BUDGETARY/FISCAL ISSUES:

A deduction of \$10,000 for labor costs, materials, and utilities to the 2023 lease agreement.

ALTERNATIVES TO CONSIDER:

Dont approve the amendment

Adjust the amendment as needed

ATTACHMENTS:

1. Resolution for Amendment WCH
2. First Amendment to West Central Hockey Willmar Civic Center Use Agreement v2 062623
3. West Central Hockey Agreement

RESOLUTION NO. ____

RESOLUTION APPROVING THE AMENDMENT TO THE WEST CENTRAL HOCKEY LEASE AGREEMENT

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar to approve the first amendment to the West Central Hockey Lease Agreement.

Dated this 3rd day of July, 2023

Douglas E. Reese, Mayor

Attest:

CITY CLERK

**FIRST AMENDMENT TO
WILLMAR CIVIC CENTER USE AGREEMENT**

THIS FIRST AMENDMENT TO WILLMAR CIVIC CENTER USE AGREEMENT (the “Amendment”), is made this _____ day of _____ 2023, between the City of Willmar, a Minnesota municipal corporation (“Owner”) and West Central Hockey, LLC, a Minnesota limited liability company (“User”), (collectively referred to herein as the “Parties”).

PREAMBLE

WHEREAS, the Parties entered into that certain Willmar Civic Center Use Agreement (the “Use Agreement”) on May 17, 2021, under which the City allowed the use of the Willmar Civic Center – Blue Line Arena (the “Arena”) on the terms and conditions set forth in the Use Agreement; and

WHEREAS, by the terms of the Use Agreement, the User covenants and agrees to pay Owner certain amounts as Rent, which includes payment for staffing, paint, vinyl lines, building rent, utilities and sales tax;

WHEREAS, the Parties agree to annually renegotiate the terms of the Use Agreement at the request of Owner pursuant to the Article VI of the Use Agreement;

WHEREAS, City did not incur certain expected costs in preparing the Arena for ice in the Spring of 2023;

WHEREAS, the Parties have determined that it is in their best interests to adjust the Rent for Use Period 3, June 1 through July 31, 2023, as set forth in the Use Agreement;

WHEREAS, the Parties have agreed to a reduction of Rent for Use Period 3 in the amount of \$10,000.00, to be reflected in the final two payments of Rent for Use Period 3, as a result of the reduced costs incurred by the City in fulfilling the terms and conditions of the Use Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions contained herein, the Parties agree that the USE Agreement is amended as follows:

1. Article IV will be amended as follows:

User covenants and agrees to pay to Owner rent in the amount of \$35,000.00 ~~per~~ for Use Periods 1 and 2 and \$25,000.00 for Use Period 3 for use of the Arena as described herein, for a total of ~~\$105,000.00~~ \$95,000.00 (“Rent”). Such Rent shall include payment for staffing, paint, vinyl lines, building rent, utilities and sales tax. User shall satisfy its Rent obligation by making fifteen (15) Deposit payments according to the following schedule:

Use Period 1
\$7,000.00 due June 10, 2021;
\$7,000.00 due June 20, 2021;
\$7,000.00 due June 30, 2021;

\$7,000.00 due July 10, 2021;
\$7,000.00 due July 20, 2021.

Use Period 2

\$7,000.00 due June 10, 2022;
\$7,000.00 due June 20, 2022;
\$7,000.00 due June 30, 2022;
\$7,000.00 due July 10, 2022;
\$7,000.00 due July 20, 2022.

Use Period 3

\$7,000.00 due June 10, 2023;
\$7,000.00 due June 20, 2023;
\$7,000.00 due June 30, 2023;
~~\$7,000.00~~ \$2,000.00 due July 10, 2023;
~~\$7,000.00~~ \$2,000.00 due July 20, 2023.

User shall be permitted to charge admission/fees to its events. User shall retain any and all gate receipts from such events and pay all sales tax thereon.

2. All other provisions of the Operating Lease Agreement shall remain in full force and effect.

[Signature pages follow]

[Signature page 1 of 3]

CITY OF WILLMAR, MINNESOTA

By: _____
Doug E. Reese, Mayor

ATTEST:

Leslie M. Valiant, City Administrator

NOTARY

STATE OF MINNESOTA)
 :
COUNTY OF KANDIYOHI)

The foregoing instrument was acknowledged before me this ____ of _____, 2023, by Doug Reese, who is the Mayor of the City of Willmar, and Leslie Valiant, who is the City Administrator of the City of Willmar, on behalf of the City.

Notary Public

[Signature Page 2 of 2]

WEST CENTRAL HOCKEY, LLC

By: _____

By: _____

NOTARY

STATE OF MINNESOTA)
 :
COUNTY OF KANDIYOHI)

The foregoing instrument was acknowledged before me this ____ of _____,
2023, by _____, who is the _____ of West Central Hockey, LLC.

Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Insurance by Strehlow 716 1st St S PO Box 953 Willmar, MN 56201 (320)235-1091	CONTACT NAME: Andrew Jacobson PHONE (A/C, No, Ext): (320)235-1091 FAX (A/C, No): (320)235-2804 E-MAIL ADDRESS: ajacobson@insurancebystrehlow.com
INSURED	WEST CENTRAL HOCKEY LLC 1509 15TH AVE SW Willmar, MN 56201	INSURER(S) AFFORDING COVERAGE INSURER A: Atlantic Casualty INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 42846

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	☒		L194004921	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB ☐ DED ☐ RETENTION \$						☐ OCCUR ☐ CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Willmar 333 6th St SW Willmar, MN 56201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Robert D. Hanna
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RESOLUTION NO. 2021-080

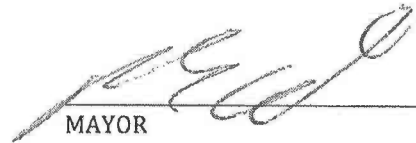
RESOLUTION AUTHORIZING THE AGREEMENT WITH WEST CENTRAL HOCKEY FOR SUMMER ICE
AGREEMENT

Motion By: Asmus

Second By: Davis

BE IT RESOLVED by the City Council of the City of Willmar to approve the agreement with West Central Hockey for Summer Ice Agreement and amend the General Fund budget by \$35,000.

Dated this 19th day of April, 2021


MAYOR

Attest:


CITY CLERK

WILLMAR CIVIC CENTER USE AGREEMENT

THIS USE AGREEMENT ("Agreement") is made this 17 day of MAY, 2021, between the City of Willmar, a Minnesota municipal corporation ("Owner") and West Central Hockey, LLC, a Minnesota limited liability company ("User").

PREAMBLE

WHEREAS, Owner is the owner of the Willmar Civic Center – Blue Line Arena (the "Arena") and certain related facilities in the City of Willmar, Minnesota; and

WHEREAS, User desires to use the Arena and certain related facilities for ice time, hockey games, hockey practice, figure skating events, open skating events, camps, and/or clinics during the summer ice seasons in 2021 through 2023; and

WHEREAS, Owner is willing to allow User to use the Arena and certain related facilities subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

ARTICLE I.

Premises

Owner will allow the User to use the herein defined facilities of the Arena at the defined times, for the amounts, and for the purposes more fully described herein.

ARTICLE II.

Term of Agreement

The term of this Agreement shall be from June 1, 2021 through July 31, 2023, during which time the terms and conditions of this Agreement shall be binding upon the parties.

ARTICLE III.

Use of Premises

Owner shall allow User to schedule and use the Arena for ice time, which may include User hockey practices, hockey games, figure skating events, open skating, open hockey, adult league hockey games, youth tournaments, camps, and clinics for "Summer Ice Programs," during the following periods (each period individually referred to as a "Use Period," and collectively, the "Use Periods"):

Use Period 1

June 1, 2021 through July 31, 2021;

Use Period 2

June 1, 2022 through July 31, 2022; and

Use Period 3

June 1, 2023 through July 31, 2023.

No part of the premises shall be used by User for any other purpose without the prior express written consent of Owner. User shall use and occupy the premises in a careful, safe, and responsible manner. User may schedule up to 105 hours of ice time each week during the Use Periods, generally between the hours of 7:00 a.m. and 10:00 p.m. on weekdays and 7:00 a.m. and 10:00 p.m. on weekends. The exact Summer Ice Program schedule for each Use Period is to be provided by the User to the Recreation Coordinator at least 30 days prior to the start of each Use Period. Owner will provide locker room keys and office keys if requested by User. Owner will not provide any other keys.

User will not deface, injure, or damage the premises and will not do or permit to be done on the premises or adjoining ways anything that would constitute a nuisance. User shall, at its own expense, keep the portions of the premises over which it has use during the term of this Agreement, including equipment, fixtures, and appliances located thereon, in good repair and in good sanitary condition. If User does not repair or replace any portions of the premises as required by this Agreement, Owner may repair the same at its discretion, after having given written notice of such need to User. In such event, User shall pay the Owner the cost of such repairs as additional rent.

ARTICLE IV.

Rent

User covenants and agrees to pay to Owner rent in the amount of \$35,000.00 per Use Period for use of the Arena as described herein, for a total of \$105,000.00 ("Rent"). Such Rent shall include payment for staffing, paint, vinyl lines, building rent, utilities and sales tax. User shall satisfy its Rent obligation by making fifteen (15) Deposit payments according to the following schedule:

Use Period 1

\$7,000.00 due June 10, 2021;
\$7,000.00 due June 20, 2021;
\$7,000.00 due June 30, 2021;
\$7,000.00 due July 10, 2021;
\$7,000.00 due July 20, 2021.

Use Period 2

\$7,000.00 due June 10, 2022;
\$7,000.00 due June 20, 2022;
\$7,000.00 due June 30, 2022;
\$7,000.00 due July 10, 2022;
\$7,000.00 due July 20, 2022.

Use Period 3

\$7,000.00 due June 10, 2023;
\$7,000.00 due June 20, 2023;
\$7,000.00 due June 30, 2023;

\$7,000.00 due July 10, 2023;
\$7,000.00 due July 20, 2023.

User shall be permitted to charge admission/fees to its events. User shall retain any and all gate receipts from such events and pay all sales tax thereon.

ARTICLE V.
Facility Expenses

Owner shall be responsible for general building maintenance and janitorial services for the Arena during regular business hours (7:00 AM – 3:30 PM, Mondays – Fridays), during the Use Periods.

User shall reimburse Owner for any maintenance issues related directly to its use of the Arena that go beyond normal wear and tear incurred during normal use of the facilities ("Extraordinary Maintenance Issues"). The rate of reimbursement for any Owner staff worker used to address an Extraordinary Maintenance Issue during or outside of regular business hours, shall be for each Owner staff used, \$25.00 per hour. Access to restrooms and building phone (local service only) shall be included in the Rent paid by User.

ARTICLE VI.
Renegotiation of Terms and Voluntary Termination

Following Use Period 1, the User agrees to annually renegotiate the terms of this Agreement at the request of Owner, and upon mutual agreement, adjust the Rent amount to account for unforeseen utility and operational expenses incurred by the Owner in the previous Use Period. Any changes agreed upon by the parties shall be set in writing and signed by both parties, and shall become effective immediately upon their adoption unless otherwise agreed to by the parties. In the event the parties are unable to successfully renegotiate the terms of this Agreement pursuant to this Article, either party may terminate this Agreement upon 90-days written notice to the other party.

In addition to the forgoing, either party may voluntarily terminate this agreement at anytime upon written notice to the other, provided that if such written notice is given to the other after May 1 in any calendar year, such termination shall only be effective following completion of that calendar year's Use Period.

ARTICLE VII.
Office Space

Owner agrees to let User use such office space located in the Arena as may be designated by Owner prior to the term of this Agreement.

ARTICLE VIII.
Assigning and Subletting

User may not assign, sublet, or mortgage this Agreement or any right hereunder without the express written consent of Owner.

ARTICLE IX.
User's Responsibility for Other Personnel

User shall be responsible for providing necessary ticket sellers, ticket takers, announcers, parking lot attendants, officials as needed, goal judges, scorekeepers, plus not less than one supervisory person on duty for all activities conducted during the times subject to this Agreement. User shall be responsible for the supervision during all events that are scheduled. User shall provide security for all events sufficient to maintain order and provide adequate safety for all people attending events.

ARTICLE X.
Concessions and Hospitality

No outsider vendor is allowed to operate upon the premises during the term of this Agreement. During any User event, Owner may, at its discretion, operate or allow to be operated, a concession stand in the lobby of the facility.

ARTICLE XI.
Insurance

User, at its expense, shall obtain and keep in force during the term of this Agreement, the following insurance coverages in at least the below listed minimum amounts:

- A. Worker's Compensation coverage in statutorily required amounts.
- B. Employees Liability coverage in limits of One Hundred Thousand Dollars (\$100,000.00) per employee.
- C. Comprehensive General Liability coverage in limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence for personal bodily injury and death, and limits of Two Million Dollars (\$2,000,000.00) for premises damages liability. Such liability insurance shall additionally cover:
 - 1. Public liability, including premises and operations coverage.
 - 2. Independent contractors—protective contingent liability.
 - 3. Personal injury.

4. Owned, non-owned and hired vehicles.

5. Contractual liability covering the indemnity obligations set forth herein.

All policies listed above shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable) and shall apply on a "per occurrence" basis.

With the exception of the Worker's Compensation policies, all policies listed above shall insure the defense and indemnity obligations assumed by User under this Agreement, and shall name Owner as an additional insured under the policy.

All policies listed above shall contain a provision that coverages afforded thereunder shall not be canceled or non-renewed, nor shall coverage limits be reduced by endorsement, without thirty (30) days prior written notice to Owner.

ARTICLE XII. **Indemnity**

User shall indemnify, protect, save, hold harmless and insure Owner, and its respective officers, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by User or its agents, employees, contractors or subcontractors with respect to User's performance of its obligations under this Agreement or its presence on or use of the Premises, or that of User's employees, members, board, officers, agents, volunteers, clients, and invitees. User shall defend Owner against the foregoing, or litigation in connection with the foregoing, at User's expense, with counsel reasonably acceptable to Owner. Owner, 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 Article shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of Owner. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement.

ARTICLE XIII. **Assumption of Risk**

User knows, understands and acknowledges the risks and hazards associated with using the Premises for the purposes stated herein and hereby assumes any and all risks and hazards associated therewith. User hereby irrevocably waives any and all claims against the Owner or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by User as a result of User's use of the Premises, and hereby irrevocably releases and discharges the Owner and any of its officials, employees or agents from any and all claims of liability.

ARTICLE XIV. **Alterations**

User shall make no alterations, changes, or improvements to the premises without the written consent of Owner's representative, the Recreation Coordinator.

ARTICLE XV.
Damage to Arena

Any damage to the Arena or any facility of the Arena, whether interior or exterior, occurring as a result of User's use of the premises will be repaired at the expense of User unless caused solely by the negligence of Owner.

If the Arena or any facility of the Arena shall be destroyed or damaged by fire or other casualty to any extent which prevents the Arena or facility from being used for the purposes intended by this Agreement, Owner may elect to rebuild/repair or give notice terminating this Agreement. Owner shall give written notice to User of its election within thirty (30) days after damage or destruction. If User is unable to use the Arena or related facilities as otherwise permitted by this Agreement, a proportionate part of the Rent shall be abated for any time during which User is unable to utilize the affected premises.

In the event of damage by fire or other casualty resulting in damage to User's property, User shall be obligated to fully repair or replace all its exterior or interior signs, trade fixtures, furniture, equipment, display cases, advertising and other personal property and improvements originally installed by User at its expense.

ARTICLE XVI.
Liens

User shall not permit any mechanic's or other lien against the Arena, any facility of the Arena, or the Owner arising out of any act or omission of User. User shall pay any judgments and have all liens released or judgments satisfied at User's expense.

ARTICLE XVII.
Default

If User shall default on any of the provisions of this Agreement, or if User shall make an assignment for the benefit of creditors, enter bankruptcy, receivership or insolvency, Owner, at its election, may give notice to User in writing specifying the default. User shall have thirty (30) days after notice is sent to cure the default. If default continues thereafter, Owner may declare the term of this Agreement ended and re-enter the premises and the Agreement shall thereupon terminate. In such event, Owner may, either with or without process of law, enter the premises and expel User and all other persons on the premises using such force as may be necessary to repossess and enjoy the premises without prejudice to any other remedy which might be available.

If Owner is in default under this Agreement, User, at its election, may give notice to Owner in writing specifying the default. Owner shall have thirty (30) days after notice is received to cure default.

In the event of a catastrophic failure, Owner agrees to discuss possible solutions with User to cure default. Owner also notifies User that Owner has no insurance coverage for User's loss of revenue due to catastrophic failure. Owner requires a copy of Certificate of User's Insurance or letter declining such insurance.

ARTICLE XVIII.

Non-Waiver

No waiver by Owner of any breach by User of its obligations hereunder shall be a waiver of any other subsequent or continuing breach. Forbearance by Owner to seek a remedy for any breach by User shall not be a waiver of its rights or remedies with respect to the breach.

ARTICLE XIX.

Condition of Premises

At the end of each Use Period, and at the end of this Agreement for any reason, User shall vacate and return the premises in the same or better condition as existed on the effective date of this Agreement, reasonable wear and tear and damages by the elements or causes beyond User's control excepted, and User shall remove its trade fixtures, equipment and other personal property owned by User at its expense, provided it shall repair all damage caused by removal.

ARTICLE XX.

Obligation of Parties

The agreements in this Agreement shall be binding upon and enforceable by the parties, personal representatives, successors and assigns.

ARTICLE XXI.

Relationship of Parties

Nothing contained in this Agreement shall be construed to create a relationship of principal and agent, partnership, joint venture or association between Owner and User. Neither the method of computing rent nor any act of the parties, shall create any relationship between the parties other than the relationship of Owner and User.

ARTICLE XXII.

Attorney's Fees

In the event either party hereto institutes legal action or proceedings arising out of or in any way connected with this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable expenses incurred in connection therewith, including attorney fees and costs.

ARTICLE XXIII.

Modification of Agreement

Any agreement made between the parties shall be ineffective in changing, modifying, or discharging this Agreement in whole or in part unless the agreement is in writing and signed by the party against whom enforcement of the change, modification, or discharge is sought. An oral agreement for the modification of the Agreement in any manner shall be void and of no force and effect.

ARTICLE XXIV.
COVID-19 Disclaimer and Waiver

User acknowledges that its use of the City's facility is only authorized by the City to the extent that such use complies with all guidelines applicable to such use on the date of such use established by the Minnesota Department of Health ("MDH") and/or Department of Natural Resources ("DNR"). User further acknowledges its responsibility to review the applicable MDH/DNR guidelines prior to its use of the City's facility. User further acknowledges the contagious nature of COVID-19 and understands the risk that its or its members', guests', or invitees' (including but not limited to employees, volunteers, coaches, players, parents, families, and fans) compliance with said MDH and/or DNR guidelines does not eliminate the risk that User or its members, guests, or invitees may be exposed to or infected by COVID-19 by participating in an authorized use of the facility.

User voluntarily agrees that it will comply, and cause its members, guests, and invitees to comply, with the MDH/DNR guidelines the use of the City's facility and assume all of the foregoing risks and accept sole responsibility for any resulting illness, injury, or death to User or User's members, guests, or invitees.

ARTICLE XXV.
Force Majeure

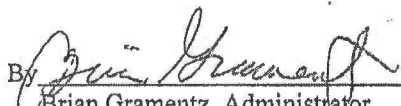
The parties shall both be excused from their obligations under this Agreement by a Force Majeure Event (as defined below), for the duration such event. A "Force Majeure Event" shall mean any prevention, delay or stoppage due to strike, lock out, labor dispute, act of God, pandemics, public health emergencies and directives, inclement weather, inability to obtain labor or materials, governmental restrictions, regulation, mandates or controls, including but not limited to delays of governmental authorities in issuing applicable approvals or permits, civil commotion, fire or other casualty, or any other cause beyond the reasonable control of such parties. In the event the City closes the Arena during any such Force Majeure Event, User shall be reimbursed for a prorated portion of the Rent and expenses paid by User pursuant to Articles V and VI above equal to the percentage of the time during a Use Period defined in Article III above during which the Facility was closed.

[Signature page to follow]

IN WITNESS WHEREOF, the Owner and User have caused this Agreement to be signed as of the date and year first above written.

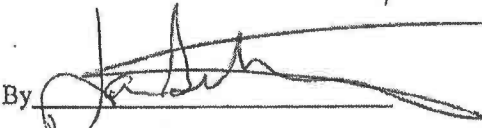
CITY OF WILLMAR

By 
Marvin Calvin, Mayor

By 
Brian Gramentz, Administrator

WEST CENTRAL HOCKEY, LLC

By 
Matt Dousa, President

By 
Dan Brown, VP



City Council Action Request

Council Meeting Date:	July 3, 2023	Agenda Item Number:	5.H.
Agenda Section:	Consent Items	Originating Department:	Recreation
Resolution:	Yes	Prepared By:	Rob Baumgarn, Recreation Director
Ordinance:	No	Presented By:	Rob Baumgarn, Recreation Director
Item:	Advertisement Agreement with Willmar Hockey Boosters		

RECOMMENDED ACTION:

Adopt a resolution to approve the agreement with the Willmar Hockey Booster for the advertising rights on the Blue Line Arena dasher boards at the Willmar Civic Center.

OVERVIEW:

The Willmar Hockey Boosters are requesting to renew their advertising agreement to have signage on the dasher boards in the Blue Line Arena at the Willmar Civic Center. The proceeds of the advertising sales will go back to the Willmar Hockey Boosters for scholarships, youth program needs, and facility improvements. The agreement would be a 3-year agreement from Aug 1st, 2023 to July 31st, 2026.

BUDGETARY/FISCAL ISSUES:

In the agreement, the boosters are responsible for all advertising costs, installation, removal, and any repairs to the advertising signs if needed. The cost of the agreement is \$1.00 per year.

ALTERNATIVES TO CONSIDER:

Don't approve the agreement as presented.
Make corrections to the agreement.

ATTACHMENTS:

1. Resolution for WHA Advertisement 2023
2. Advertising Agreement WHB Blue Line 2023 2026
3. Exhibit A

RESOLUTION NO. ____

RESOLUTION APPROVING THE ADVERTISEMENT AGREEMENT WITH THE WILLMAR HOCKEY BOOSTERS

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar to approve the advertisement agreement with the Willmar Hockey Boosters.

Dated this 3rd day of July, 2023

Douglas E. Reese, Mayor

Attest:

CITY CLERK

AGREEMENT FOR THE DELEGATION OF ADVERTISING SALES

THIS AGREEMENT is made this day of _____, 20____ between the City of Willmar (Owner of the Blue Line Arena at the Willmar Civic Center) and Willmar Blue-Line Club, Inc., d/b/a WILLMAR HOCKEY BOOSTERS (WHB).

PREAMBLE

WHEREAS, its primary tenant is the WHB, and

WHEREAS the WHB desires to arrange for and manage more efficiently the sale of advertising in the Blue Line Arena at the Willmar Civic Center which is rented by the WHB through a lease agreement covering the time period from Aug 1st, 2023 until May 31st, 2026.

WHEREAS, pursuant to Minn. Stat. § 471.16, the City of Willmar finds it desirable to cooperate with WHB and delegate to WHB the specific authority to serve as the CITY OF WILLMAR's agent for the purpose of arranging the sale of advertising space for the portion of the facility known as the "Blue Line Area", to be sold on the dasher boards, by the WHB, in the Blue Line Area at the Civic Center of the City of Willmar, shown in Exhibit A.

NOW, THEREFORE, it is agreed as follows:

SECTION I.

ADVERTISING RIGHTS

In consideration of the benefits recited herein, the City of Willmar delegates and gives authority to the WHB, the right to arrange for, promote and sell advertising space within the Blue Line Arena at the Civic Center of the City of Willmar. This agreement expressly includes and reserves to the WHB all rights to sell and arrange for advertising upon the dasher boards on the Blue Line Arena shown in Exhibit A; provided, however,

that WHB shall use any proceeds of such advertising sales solely in furtherance of Willmar youth hockey operations and programming.

SECTION II. TERM OF AGREEMENT

This agreement shall be in full force and effect for the period starting Aug 1st, 2023, until May 31st, 2026.

SECTION III. SCOPE OF AUTHORITY DELEGATED

The City of Willmar delegates to the WHB the right to sell, arrange for, and contract for the advertising defined herein in the Blue Line Arena in the Willmar Civic Center during the term of this agreement. This agreement will be presented to the Parks and Recreation Director, followed by the Parks and Recreation Board, and to the City Council for approval.

SECTION IV. RESERVED RIGHTS

The City of Willmar reserves the right to specifically approve all Blue Line Arena advertising sold by the WHB during the term of this agreement and meets all city ordinances. No advertising signs shall be erected or placed until approval from Parks and Recreation Director has been given. The parties agree that the City of Willmar, in permitting WHB to sell and install advertising at the Blue Line Arena, is not creating a forum for public speech protected by the United States or Minnesota constitutions. In furtherance of the City of Willmar's objectives of minimizing chances of abuse, the appearance of favoritism, and the risk of imposing on a captive audience, the Owner hereby reserves the right to reject any banner, sign, or other advertising media that it deems inappropriate or offensive, and expressly prohibits the display of political signage

in any portion of the Blue Line Arena, the Civic Center, or its grounds. This prohibition includes any materials endorsing or promoting or otherwise related to candidates for political office or political parties.

SECTION V PAYMENT

In consideration of the privileges delegated by this agreement, the WHB will pay the City of Willmar a base fee in the sum of \$1.00 per year, for a total of \$3.00.

SECTION VI INSTALLATION AND REMOVAL OF ADVERTISING

The City of Willmar shall reserve the authority to approve the design/wording/layout and specific placement location of all advertising during the term of this agreement and the WHB is responsible for the installation, and removal of all advertising at the expiration of this agreement. The WHB shall be responsible to pay all costs for the design, fabrication, installation of all advertising signs, and any repairs to the dasher board areas (if warranted) on the Blue Line Arena in the Civic Center in the City of Willmar.

IN WITNESS WHEREOF, the City of Willmar and the WHB have caused this agreement to be signed as of the date and year first above written.

CITY OF WILLMAR

WILLMAR BLUE-LINE CLUB, INC.
D/B/A WILLMAR HOCKEY BOOSTERS

By _____
Douglas E. Reese, Mayor

By _____

By _____
Leslie M. Valiant, City Administrator

By _____



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Andy Jacobson | Agent



City Council Action Request

Council Meeting Date:	July 3, 2023	Agenda Item Number:	5.I.
Agenda Section:	Consent Items	Originating Department:	Recreation
Resolution:	Yes	Prepared By:	Rob Baumgarn, Recreation Director
Ordinance:	No	Presented By:	Rob Baumgarn, Recreation Director
Item:	Advertisement Agreement with 100 Yard Football Club		

RECOMMENDED ACTION:

Adopt resolution to approve the agreement with the 100 Yard Football Club for advertising rights on the outside fences at the Civic Center Turf Fields

OVERVIEW:

The 100-yard Football Club is requesting to put advertising signage on the outside fences at the Civic Center turf Fields. The proceeds of the advertising sales will go back to the 100 Yard Football Club for programming and facilities improvements. The agreement will run from August 1st to October 31st, 2023, and will be a one-year agreement.

BUDGETARY/FISCAL ISSUES:

In the agreement, the 100 yard club is responsible for all advertising costs, installation, removal, and any repairs to the fence if needed. The cost of the agreement is \$1.00.

ALTERNATIVES TO CONSIDER:

Don't approve the agreement as presented

Make corrections to the agreement

ATTACHMENTS:

1. Resolution for 100 Yard 2023
2. Advertising Agreement Civic Center 100 Yard Club
3. Exhibit A

RESOLUTION NO. ____

**RESOLUTION APPROVING THE ADVERTISEMENT AGREEMENT WITH THE 100 YARD FOOTBALL CLUB
FOR THE CIVIC CENTER TURF FIELDS**

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar to approve the advertisement agreement with the 100 yard Football Club for advertising rights on the outside fences at the Civic Center Turf Fields.

Dated this 3rd day of July, 2023

Douglas E. Reese, Mayor

Attest:

CITY CLERK

**AGREEMENT FOR THE DELEGATION OF ADVERTISING SALES
IN THE CITY OF WILLMAR**

THIS AGREEMENT is made this _____ day of _____, 20____ between the City of Willmar (Owner of the Willmar Civic Center Turf Fields) and 100 Yard Club, a Minnesota nonprofit corporation (100YC).

PREAMBLE

WHEREAS, its primary tenant is the 100YC, and

WHEREAS, the 100YC desires to arrange for and manage more efficiently the sale of advertising in the Willmar Civic Center Turf Complex which is rented by the 100YC through a lease agreement covering the time period from August 1st, 2023 until October 31st, 2023.

WHEREAS, pursuant to Minn. Stat. § 471.16, the City of Willmar finds it desirable to cooperate with and delegate to 100YC the specific authority to serve as the CITY OF WILLMAR's agent for the purpose of arranging the sale of advertising space for the portion of the facility known as the "Willmar Civic Center Turf Fields" to be sold on the outside fences, by the 100YC, in the "Willmar Civic Center Turf Fields" of the City of Willmar, shown in Exhibit A.

NOW, THEREFORE, it is agreed as follows:

**SECTION I.
ADVERTISING RIGHTS**

In consideration of the benefits recited herein, the City of Willmar delegates and gives authority to the 100YC, the right to arrange for, promote and sell advertising space within the Willmar Civic Center Turf Fields of the City of Willmar. This agreement expressly includes and reserves to the 100YC all rights to sell and arrange for advertising upon the fences on the Willmar Civic Center Turf Fields, shown in Exhibit A; provided, however, that 100YC shall use any proceeds of such advertising sales solely in furtherance of Willmar Football operations and programming.

SECTION II.
TERM OF AGREEMENT

This agreement shall be in full force and effect for the period starting August 1st, 2023, until October 31st, 2023.

SECTION III.
SCOPE OF AUTHORITY DELEGATED

The City of Willmar delegates to the 100YC the right to sell, arrange for, and contract for the advertising defined herein in the Willmar Civic Center Turf Fields during the term of this agreement. This agreement will be presented to the Parks and Recreation Director, followed by the Parks and Recreation Board, and to the City Council for approval.

SECTION IV.
RESERVED RIGHTS

The City of Willmar reserves the right to specifically approve all Willmar Civic Center Turf Fields advertising sold by the 100YC during the term of this agreement and meets all city ordinances. No advertising signs shall be erected or placed until approval from Parks and Recreation Director has been given. The parties agree that the City of Willmar, in permitting 100YC to sell and install advertising at the Willmar Civic Center Turf Fields, is not creating a forum for public speech protected by the United States or Minnesota constitutions. In furtherance of the City of Willmar's objectives of minimizing chances of abuse, the appearance of favoritism, and the risk of imposing on a captive audience, the Owner hereby reserves the right to reject any banner, sign, or other advertising media that it deems inappropriate or offensive, and expressly prohibits the display of political signage in any portion of the Willmar Civic Center Turf Fields, or its grounds. This prohibition includes any materials endorsing or promoting or otherwise related to candidates for political office or political parties.

SECTION V

PAYMENT

In consideration of the privileges delegated by this agreement, the 100YC will pay to the City of Willmar a base fee in the sum of \$1.00.

SECTION VI

INSTALLATION AND REMOVAL OF ADVERTISING

The City of Willmar shall reserve the authority to approve the design/wording/layout and specific placement location of all advertising during the term of this agreement and the 100YC is responsible for the installation, and removal of all advertising at the expiration of this agreement. The 100YC shall be responsible for paying all costs for the design, fabrication, and installation of all advertising signs and any repairs to the fence areas (if warranted) on the Willmar Civic Center Turf Fields in the City of Willmar.

IN WITNESS WHEREOF, the City of Willmar and the 100YC have caused this agreement to be signed as of the date and year first above written.

CITY OF WILLMAR

WILLMAR BOYS SOCCER

By _____
Douglas E. Reese, Mayor

By _____

By _____
Leslie M. Valiant, City Administrator

By _____

By _____
Rob Baumgarn, Parks and Recreation Director

By _____





City Council Action Request

Council Meeting Date:	July 3, 2023	Agenda Item Number:	5.J.
Agenda Section:	Consent Items	Originating Department:	Recreation
Resolution:	Yes	Prepared By:	Rob Baumgarn, Recreation Director
Ordinance:	No	Presented By:	Rob Baumgarn, Recreation Director
Item:	Advertisement Agreement Willmar Boys Soccer Booster Club		

RECOMMENDED ACTION:

Adopt resolution to approve the agreement with the Willmar Boys Soccer Boosters for advertising rights on the inside fences at the Civic Center Turf Fields.

OVERVIEW:

The Willmar Boys Soccer Booster Club is requesting to put advertising signage on the inside of the fences at the Civic Center turf Fields. The proceeds of the advertising sales will go back to Willmar Boys Soccer for programming and facilities improvements. The one-year agreement will run from August 1st to October 31st, 2023.

BUDGETARY/FISCAL ISSUES:

In the agreement, the boosters are responsible for all advertising costs, installation, removal and any repairs to the fence if needed. The cost of the agreement is \$1.00.

ALTERNATIVES TO CONSIDER:

Don't approve the agreement as presented

Make corrections to the agreement

ATTACHMENTS:

1. Resolution for Boys Soccer Booster 2023
2. Advertising Agreement Civic Center Willmar Boys Soccer
3. Exhibit A

RESOLUTION NO. ____

RESOLUTION APPROVING THE ADVERTISEMENT AGREEMENT WITH THE WILLMAR BOYS BOOSTER CLUB FOR THE CIVIC CENTER TURF FIELDS

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar to approve the advertisement agreement with the Willmar Boys Soccer Booster Club for advertising rights on the inside fences at the Civic Center Turf Fields.

Dated this 3rd day of July, 2023

Douglas E. Reese, Mayor

Attest:

CITY CLERK

**AGREEMENT FOR THE DELEGATION OF ADVERTISING SALES
IN THE CITY OF WILLMAR**

THIS AGREEMENT is made this _____ day of _____, 20____ between the City of Willmar (Owner of the Willmar Civic Center Turf Fields) and WILLMAR BOYS SOCCER BOOSTER CLUB, a Minnesota nonprofit corporation (WBSBC).

PREAMBLE

WHEREAS, its primary tenant is the WBS, and

WHEREAS, the WBSBC desires to arrange for and manage more efficiently the sale of advertising in the Willmar Civic Center Turf Complex which is rented by the WBS through a lease agreement covering the time period from August 1st, 2023 until October 31st, 2023.

WHEREAS, pursuant to Minn. Stat. § 471.16, the City of Willmar finds it desirable to cooperate with and delegate to WBS the specific authority to serve as the CITY OF WILLMAR’s agent for the purpose of arranging the sale of advertising space for the portion of the facility known as the “Willmar Civic Center Turf Fields” to be sold on the inside fences, by the WBSBC, in the “Willmar Civic Center Turf Fields” of the City of Willmar, shown in Exhibit A.

NOW, THEREFORE, it is agreed as follows:

**SECTION I.
ADVERTISING RIGHTS**

In consideration of the benefits recited herein, the City of Willmar delegates and gives authority to the WBS, the right to arrange for, promote and sell advertising space within the Willmar Civic Center Turf Fields of the City of Willmar. This agreement expressly includes and reserves to the WBSBC all rights to sell and arrange for advertising upon the fences on the Willmar Civic Center Turf Fields, shown in Exhibit A; provided, however, that WBS shall use any proceeds of such advertising sales solely in furtherance of WILLMAR BOYS SOCCER BOOSTER CLUB operations and programming.

SECTION II.
TERM OF AGREEMENT

This agreement shall be in full force and effect for the period starting August 1st, 2023, until October 31st, 2023.

SECTION III.
SCOPE OF AUTHORITY DELEGATED

The City of Willmar delegates to the WBSBC the right to sell, arrange for, and contract for the advertising defined herein in the Willmar Civic Center Turf Fields during the term of this agreement. This agreement will be presented to the Parks and Recreation Director, followed by the Parks and Recreation Board, and to the City Council for approval.

SECTION IV.
RESERVED RIGHTS

The City of Willmar reserves the right to specifically approve all Willmar Civic Center Turf Fields advertising sold by the WBS during the term of this agreement and meets all city ordinances. No advertising signs shall be erected or placed until approval from Parks and Recreation Director has been given. The parties agree that the City of Willmar, in permitting WBSBC to sell and install advertising at the Willmar Civic Center Turf Fields, is not creating a forum for public speech protected by the United States or Minnesota constitutions. In furtherance of the City of Willmar's objectives of minimizing chances of abuse, the appearance of favoritism, and the risk of imposing on a captive audience, the Owner hereby reserves the right to reject any banner, sign, or other advertising media that it deems inappropriate or offensive, and expressly prohibits the display of political signage in any portion of the Willmar Civic Center Turf Fields, or its grounds. This prohibition includes any materials endorsing or promoting or otherwise related to candidates for political office or political parties.

SECTION V
PAYMENT

In consideration of the privileges delegated by this agreement, the WBSBC will pay the City of Willmar a base fee in the sum of \$1.00.

SECTION VI
INSTALLATION AND REMOVAL OF ADVERTISING

The City of Willmar shall reserve the authority to approve the design/wording/layout and specific placement location of all advertising during the term of this agreement and the WBSBC is responsible for the installation, and removal of all advertising at the expiration of this agreement. The WBSBC shall be responsible for paying all costs for the design, fabrication, and installation of all advertising signs and any repairs to the fence areas (if warranted) on the Willmar Civic Center Turf Fields in the City of Willmar.

IN WITNESS WHEREOF, the City of Willmar and the WBSBC have caused this agreement to be signed as of the date and year first above written.

CITY OF WILLMAR

WILLMAR BOYS SOCCER BOOSTER CLUB

By _____
Douglas E. Reese, Mayor

By _____

By _____
Leslie M. Valiant, City Administrator

By _____

By _____
Rob Baumgarn, Parks and Recreation Director

By _____





City Council Action Request

Council Meeting Date:	July 3, 2023	Agenda Item Number:	5.K.
Agenda Section:	Consent Items	Originating Department:	Recreation
Resolution:	Yes	Prepared By:	Rob Baumgarn, Recreation Director
Ordinance:	No	Presented By:	Rob Baumgarn, Recreation Director
Item:	Concession Stand Agreement with Willmar Baseball Association		

RECOMMENDED ACTION:

To be resolved by the City Council of the City of Willmar to approve an agreement with Willmar Baseball Association to operate the concessions stand at Swansson Fields.

OVERVIEW:

City staff worked with the Willmar Baseball Association to develop an agreement to operate the concession stand at Swansson Field. City staff furnished the concession stand with equipment and provided the association with a vendor to purchase the product to sell. The association will purchase the product and provide the staff in the concession stand during baseball games. The association will receive 100% of the income. This agreement is for 3 years.

BUDGETARY/FISCAL ISSUES:

The City of Willmar will receive \$1.00 per year, for a total of \$3.00 from the Willmar Baseball Association to operate the concession stand at Swansson Fields. This agreement reduces city operating costs because of not having to provide staff or products for events.

ALTERNATIVES TO CONSIDER:

Dont approve the agreement
Offer suggestions to the agreement as presented

ATTACHMENTS:

1. Resolution for Baseball Concession
2. Willmar Baseball Concessions Agreement

RESOLUTION NO. ____

**RESOLUTION APPROVING THE CONCESSION STAND AGREEMENT WITH THE WILLMAR BASEBALL
ASSOCIATION**

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar to approve the concession stand agreement with the Willmar Baseball Association.

Dated this 3rd day of July, 2023

Douglas E. Reese, Mayor

Attest:

CITY CLERK

CONCESSION STAND LEASE AGREEMENT

THIS LEASE AGREEMENT (this “Lease”) is made and entered into as of this _____ day of _____, 2023, by and between the **CITY OF WILLMAR**, a municipal corporation under the laws of the State of Minnesota, (hereinafter the “City”), and [ASSOCIATION], a Minnesota non-profit corporation, (hereinafter the “Association”), (collectively the “Parties”).

PREAMBLE

WHEREAS, the City of Willmar is the owner of the Swansson Field Recreational Complex and the Concession Stand located at 2106-2180 Willmar Ave SW, Willmar, MN 56201, and permits the use of the Swansson Field Concession Stand for Sporting Events, and

WHEREAS, the [ASSOCIATION] desires to lease the Concession Stand located at the Swansson Field Recreational Complex for the preparation and sale of food and beverages during baseball games held at the Swansson Field Recreational Complex for the benefit and convenience of the general public in attendance during baseball games.

NOW, THEREFORE, in consideration of the mutual obligations and agreements of the parties herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the City and the Association hereby agree as follows:

ARTICLE ONE Defined Terms

As used in this Lease, the following terms shall have the specific meanings as defined herein, unless otherwise indicated below:

1.1 “City” or “Landlord” means the City of Willmar, having as its address for notice purposes [CITY ADDRESS]; Attention: City Administrator.

1.2 “Association” or “Tenant” means “[ASSOCIATION]”, having as its address for notice purposes [ASSOCIATION ADDRESS].

1.3 “Premises” or “Property” means the Concession Stand owned by the City and located at the Swansson Field Recreational Complex at 2106-2180 Willmar Ave SW, Willmar, MN 56201 and shall include all areas, permanent and temporary, from which food and beverages are sold to the public and shall mean the areas used to store, prepare, or provide other goods for Concession Services.

1.4 “Concession Services” shall mean the preparation and provision of all food and beverages concessions during a Sporting Event.

1.5 “Sporting Event” shall mean any baseball-related event involving all age groups (high school-level, youth-level, town ball, etc.) scheduled at the Swansson Field Recreational Complex in accordance with Section 3.3.

ARTICLE TWO

Grant of Rights and Term

2.1 **Grant.** The City as Landlord grants and the Association as Tenant accepts, for and in consideration of the payments and agreements of the Association contained herein, a lease of the Premises on the terms and conditions contained in this lease.

(a) The Association shall have the exclusive right to occupy and use the Premises for the purpose of providing Concession Services during Sporting Events, for the duration of the Term, subject to the terms, conditions and provisions of this Lease.

(b) The Association shall have no rights to use the Premises other than those rights specifically granted in this Lease.

(c) The Association, having toured the Premises, hereby represents as of the date of this Lease that nothing has come to its attention to cause it to believe that the Premises will not be, as of the Effective Date, in all material respects, fit for their intended purposes and reasonably suitable for use hereunder.

2.2 **Term.** The term of this Lease shall commence on April 1, 2023 (the "Effective Date") and end on December 31, 2025 (the "Expiration Date") unless terminated prior to the Expiration Date as provided otherwise in this Lease. Except as otherwise provided in this Lease, termination of this Lease prior to the Expiration Date requires the agreement of the City and the Association.

2.3 **Renewal.** At the conclusion of the Term, this Lease shall automatically renew for one additional term of one year, unless either Party shall give the other Party at least sixty (60) days' notice of its intention not to renew this Lease.

ARTICLE THREE

Permitted Use and Scheduling

3.1 **Association's Permitted Use.** The Association shall use the Premises to provide Concession Services during Sporting Events or other events as approved by the City of Willmar Parks and Recreation Department. In providing Concession Services, the Association shall use reasonable efforts consistent with industry standards to not allow any activity that is unlawful, creates any nuisance or fire hazard, or will damage or otherwise have a deleterious effect upon the Swansson Field Recreational Complex or the reputation of the Swansson Field Recreational Complex or the City of Willmar. The Association shall use the Premises in compliance with all applicable Laws.

3.2 **Nuisance and Waste.** The Association shall not cause, maintain or permit any nuisance in, on or about the Premises. More specifically, the Association shall not use or store any noxious chemicals on the Premises. The Association shall not commit or allow to be committed any waste in or upon the Premises.

3.3 Scheduling. The City of Willmar Parks and Recreation Department shall be responsible for scheduling all Sporting Events. The Association shall coordinate and cooperate with the City's Facility Coordinator in providing Concession Services for all Sporting Events as mutually agreed by the City.

ARTICLE FOUR

Responsibilities of the City and Association

4.1 City Responsibilities. The City's obligations and responsibilities shall include:

- (a) providing all equipment necessary for the provision of Concession Services as listed in Exhibit A;
- (b) contracting for all utilities serving the Premises, including but not limited to, electricity, fuel oil, gas services, telephone, trash collection, water, sewer service, storm sewer service, cable or satellite television, internet connection fees or any other like utilities;
- (c) entering into contracts with vendors for provision of all necessary food and beverages for the Association's Concession Services on a per unit basis and providing the Association with a list of such vendors (the Association shall be responsible for ordering sufficient quantities of food and beverages as necessary for the Association's Concession Services);
- (d) for the initial term commencing April 1, 2023, and expiring December 31, 2023, only, maintaining all licenses necessary to operate and serve food and beverages from the Premises and allowing the Association to act as agents of the City for the purposes of the license held by the City; and
- (e) for the initial term commencing April 1, 2023, and expiring December 31, 2023, only, training the Association's staff who will be operating the Premises and providing Concession Services.

4.2 Association's Responsibilities. The Association shall take all actions reasonably necessary or desirable for the operation, and provision of Concession Services at the Swansson Field Concession Stand, in accordance with all Laws and the terms and conditions of this Lease. Except as otherwise provided in this Lease, the Association shall be solely responsible for all costs associated with the management, operation, and provision of Concession Services at the Premises. The City shall not be obligated to pay for any expenses associated with the management, operation, or provision of Concession Services at the Premises unless specifically set forth in this Lease. Without limiting the generality of the foregoing, the Association's obligations and responsibilities shall include:

- (a) collecting all gross revenues generated by providing Concession Services;

(b) using equipment, supplies or personal property provided by the City pursuant to the City's policies governing the use of such equipment;-

(c) arranging for personnel reasonably needed to staff and maintain its Concession Services operation, including adequate staffing of Premises during all Sporting Events, and such other personnel necessary for the successful management, operation, and provision of Concession Services;

(d) establishing the price of any charges for goods and services related to Concession Services;

(e) ordering, stocking, preparing, and paying for all goods and services related to Concession Services from City-approved vendors as referenced in Section 4.1(c), and maintaining title to said goods;

(f) obtaining and maintaining the necessary City of Willmar, Kandiyohi County and the State of Minnesota Licenses needed for the operation of Concession Services at the Premises, except as for the initial Term commencing April 1, 2023 and expiring December 31, 2023, as described in Section 4.1(d);

(g) keeping the Premises in good condition and repair and in a safe, clean, attractive, and high-quality manner consistent with and meeting the standards and specifications established by similarly situated concession stands and all applicable health and building codes.

4.3 Reimbursement to City. To the extent the Association fails to timely pay costs and expenses under this Article, and the City pays any such costs on behalf of the Association, the Association shall reimburse the City for the same within thirty (30) days of the date the City bills the Association therefore.

4.4 When Liquor Sales Prohibited. The Association shall not permit the sale of alcoholic beverages at the Premises during any baseball events for persons 18 years of age or younger.

4.5 When Alcoholic Beverage Sales Permitted. If the Willmar town ball Team Owner (the "Team Owner") obtains a valid license pursuant to Minn. Stat. § 340A.404, subd. 1(d), or the Association, after entering into contract with the Team Owner, obtains a valid license pursuant to Minn. Stat. § 340A.404, subd. 1(d), then alcoholic beverages may be sold during Willmar town ball baseball games, provided that no baseball event for persons 18 years of age or younger is taking place simultaneously at the Swansson Field Recreational Complex. If the Team Owner obtains a valid license from the City, the Team Owner may permit the Association to operate as agents under the Team Owner's license to sell alcoholic beverages. If the Association conducts sales of alcoholic beverages under a valid license, the Association shall not allow the sale and consumption of any alcoholic beverages, except in accordance with such license and subject to all conditions thereof and applicable Willmar ordinances. Tobacco products may not be advertised, sold or used at the Premises.

4.6 Liquor Sale Advertisement. Liquor advertisement within the Premises may only be displayed during town ball games if the Association is acting under a valid license and shall be removed at the conclusion of the town ball game. If conducting sales of alcoholic beverages under the necessary license, the Association will be responsible for securing all alcoholic beverage containers immediately at the conclusion of the town ball game and prior to the use of the Premises during any other baseball game.

ARTICLE FIVE

Maintenance, Repair, and Improvements

5.1 Concession Services Operations and Cleanup. The Association shall be responsible for conducting setup and cleanup of the Premises prior to and following every provision of Concession Services.

5.2 Responsibility for Damage. The Association shall bear maintenance or repair costs for damage to the Premises caused by acts or omissions of the Association, its agents, employees, contractors, guests or invitees.

5.3 Improvements. The Association shall not make material alterations or improvements to the Premises without the written consent of the City. Unless otherwise agreed by both parties, approved improvements shall be at the sole expense of the Association and shall become the property of the City at termination of the Lease without compensation to the Association.

5.4 Signage. The Association shall not place or maintain any signs on the Premises, without authorization by the City.

5.5 Mechanic's Liens. The Association shall allow no mechanic's liens to be incurred or filed against the Premises. The Association shall promptly pay for all alterations and improvements, which it may make under this Lease that are approved by the City, and shall save and hold harmless the City from any and all losses, including attorneys' fees, incurred by reason of mechanic's liens or other claims for skill, labor or material furnished or performed, or claimed to have been furnished or performed, on account of any such alteration or improvement made by the Association hereunder. The Association may contest any such mechanic's liens and prosecute all proceedings for the purpose of such contest pursuant to Minn. Stat. § 514.01, et seq. The Association shall indemnify the City against any loss or liability by reason of such contest.

5.6 Reserved Rights as Landlord. The City reserves the following rights:

(a) to take any and all measures necessary or desirable for the operation, safety, protection or preservation of the Premises, including repairs, alterations, decorations, additions or improvements, whether structural or otherwise, in and about the Premises or any part thereof; and

- (b) to enter to verify use of the Premises.

The City may enter upon the Premises and may exercise any or all of the foregoing rights without being deemed guilty of an eviction (actual or constructive) or disturbance of the Association's use or possession and without being liable in any manner to the Association and without abatement of Rent or affecting the Association's obligations hereunder.

ARTICLE SIX

Financial Provisions

6.1 Payments by Association. The Association shall, for the entire Lease Term, pay to the City without demand, Rent in the amount of \$1.00 per year. Payment of Rent for the initial year of this Lease shall be made on or before the Effective Date. For all subsequent years of the Term of this lease, payment of Rent shall be made on or before the 1st day of the year.

6.2 Revenues. The Association shall keep all gross revenues generated through its Concession Services.

6.3 Outdoor Grill Purchase. The City and the Association shall evenly divide the cost of a new outdoor grill to be used by the Association in its provision of Concession Services.

ARTICLE SEVEN

Subcontracting and Assignment

7.1 Assignment. The Association shall not assign their responsibilities under this Lease to any third party without first obtaining the written consent of the City to such assignment.

ARTICLE EIGHT

Quiet Possession and Subordination

8.1 The City covenants that the Association, upon paying the Rent and performing the covenants under this Lease, shall peaceably and quietly have, hold and enjoy the leased Premises for the term of the Lease. Except as herein provided, the City shall deliver possession of the Premises in the condition required by this Lease on the Commencement Date. The taking of possession of the Premises by the Association shall be conclusive evidence that the Premises are in the agreed condition at the commencement of the Lease term. The Association acknowledges that it has inspected the Premises and, accepts the Premises in an "as is" condition.

8.2 This Lease is subject and subordinate to all present or future financial encumbrances on the Premises and is further subject to all present and future easements, conditions and encumbrances of record, and to all applicable laws, ordinances and governmental rules and regulations. Such subordination shall be self-executing without further act on the part of the City or the Association; provided, however, that the Association shall at any time hereafter, at the

request of the City or any lien holder, or any purchaser of the Premises, execute any instruments that may be required, and the Association hereby irrevocably authorizes the City to execute and deliver in the name of the Association any such instrument if the Association fails to do so.

ARTICLE NINE

Indemnification

9.1 Association Indemnification of City. The Association shall indemnify, protect, save, hold harmless and insure the City, and its respective officers, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by the Association's agents or employees, with respect to the Association's performance of its obligations under this Lease or its presence on or use of the Premises. The Association shall defend the City against the foregoing, or litigation in connection with the foregoing, at the Association's expense, with counsel reasonably acceptable to the City. The City, 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 negligence or willful misconduct of the City or any of its officials, employees or agents. All indemnification obligations shall survive termination, expiration or cancellation of this Lease.

9.2 Assumption of Risk. The Association knows, understands, and acknowledges the risks and hazards associated with using the Premises for the purposes stated herein and hereby assumes any and all risks and hazards associated therewith. The Association hereby irrevocably waives any and all claims against the City or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the Association as a result of the Association's use of the Premises, and hereby irrevocably releases and discharges the City and any of its officials, employees or agents from any and all claims of liability.

9.3 No Third-Party Right of Action. Nothing contained in this Lease shall create a contractual relationship with or a cause of action in favor of a third party against the Association or the City. The services of the Association under this Lease are being performed solely for City's benefit, and no other entity shall have any claim against the Association because of this Lease or the performance or nonperformance of services provided hereunder.

ARTICLE TEN

Insurance

10.1 City's Required Insurance. The City shall maintain property insurance on Premises, at the City's expense.

10.2 Association's Required Insurance. The Association shall, at its expense, maintain in effect commercial general liability insurance with limits not less than the maximum liability limits for a municipality as provided in Minn. Stat. § 466.04 (\$1,500,000 per occurrence).

10.3 The Association shall observe and comply with all the requirements of all policies of comprehensive general liability, fire and other insurance at any time in force with respect to the Premises.

10.4 Additional Requirements.

(a) All policies required of the Association in this Article shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable).

(b) All policies required of the Association shall name the City as an additional insured under the policy.

(c) All policies required of the Association in this Article shall contain a provision that coverages afforded thereunder shall not be canceled or non-renewed, nor shall coverage limits be reduced by endorsement, without 30 days prior written notice to the City.

10.5 Dram Shop Insurance. The Association agrees that it will, if engaged in alcoholic beverage sales on the premises under a valid license obtained pursuant to Minn. Stat. § 340A.404, subd. 1(d), either maintain in full force and effect a "dram shop" insurance policy meeting the requirements of the State of Minnesota for an on-sale intoxicating liquor license, written by a company licensed to do business in the State of Minnesota, and shall name the City an additional insured on the policy; or shall operate under an insurance policy, as described above, carried by the Team Owner.

10.6 Certificates of Insurance. The insuring company or the Association shall deliver to the City Administrator certificates of all insurance required, signed by an authorized representative, and stating that all provisions of the specified requirements are satisfied. If the Association fails to give such certificate of insurance to the City within ten (10) days after execution of this Lease, this Lease shall be null and void. The amounts of insurance coverage available to the Association shall be the amounts stated herein or the amounts as stated in the Association's insurance certificate, whichever is greater.

10.7 The City reserves the right to terminate this Lease pursuant to Article Eleven in the event that insurance requirements are not maintained or required as provided herein during the term of this Lease.

ARTICLE ELEVEN
Default and Remedies

11.1 Association Default. If the Association shall default in the payment of any sum required to be paid by the Association under this Lease and such default shall continue for fifteen (15) days after written notice to the Association, or if the Association shall default in the observance or performance of any other covenants or conditions in this Lease, which the Association is required to observe or perform, and such default shall continue for fifteen (15)

days after written notice to the Association, or if a default involves a Hazardous Condition and is not cured by the Association immediately upon written notice to the Association, then the City may treat the occurrence of any one or more of the foregoing events as a breach of this Lease and thereupon at its option may, without notice or demand of any kind to the Association or any other person, terminate this Lease and immediately resume exclusive possession of the Premises, in addition to all other rights and remedies provided at law or in equity.

11.2 City Default. If the City shall default in the payment of any sum required to be paid by the City to the Association under this Lease, or if the City shall default in the observance or performance of any of the other covenants, obligations or conditions in this Lease, which the City is required to observe or perform, and such default shall continue for 15 days after written notice to the City, then the Association may treat the occurrence of any one or more of the foregoing events as a breach of this Lease and thereupon at its option may terminate this Lease, in addition to all other rights and remedies provided at law or in equity.

ARTICLE TWELVE

Surrender of Possession and Holding Over

12.1 Surrender of Possession. Upon the termination of the Lease Term, the Association shall immediately surrender the Premises (together with any alterations and improvements that are not severable) to the City in good order, repair and condition, ordinary wear and fire or casualty losses for which the Association is not responsible excepted, and shall remove all equipment, trade fixtures and other items of the Association's property from the Premises. The Association shall pay the City upon demand the cost of repairing any damage to the Premises caused by such removal. The Association shall leave the Premises in its pre-Lease condition, reasonable wear and tear excepted. If the Association fails or refuses to remove its property from the Premises, the Association shall be presumed to have abandoned the property and the City may dispose of the property without incurring liability, at the Association's expense.

ARTICLE THIRTEEN

Miscellaneous

13.1 Voluntary and Knowing Action. The Parties, by executing this Lease, state that they have carefully read this Lease and understand fully the contents thereof; that in executing this Lease they voluntarily accept all terms described in this Lease without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

13.2 Authorized Signatories. The Parties each represent and warrant to the other that (1) the persons signing this Lease are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Lease against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

13.3 Relationship of Parties. No statement contained in this Lease shall be construed so as to find the Association or its volunteers, agents or employees to be an employee of the City, and the Association and its volunteers, agents or employees shall not be entitled to any of

the rights, privileges, or benefits of employees of the City, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.

13.4 No Partnership, Joint Venture, or Fiduciary Relationship. Nothing contained in this Lease shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the parties, it being understood that the sole relationship created hereby is one of landlord and tenant. No third party is entitled in any way to rely upon any provision in this Lease. This Lease is intended solely for the benefit of the City and Association and no third party shall have any rights or interest in any provision of this Lease, or as a result of any action or inaction of the Landlord in connection therewith.

13.5 Notices. All notices required under the terms of this Lease shall be deemed to have been properly served or given three days after their deposit in the United States mail if sent by registered or certified mail, return receipt requested, postage prepaid, or two days after deposit in a nationally recognized overnight courier service, addressed to the City or the Association at the addresses identified in Article One or to such other address within the continental limits of the United States and to the attention of such Party as the Parties may from time to time designate by written notice to the other Parties.

13.6 Records—Availability and Retention. Pursuant to Minn. Stat. § 16C.05, subd. 5, the Association agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Party and involve transactions relating to this Lease. The Association agrees to maintain these records for a period of six years from the Expiration Date.

13.7 Governing Law. This Lease shall be deemed to have been made and accepted in Kandiyohi County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Lease without regard to its choice of law or conflict of laws principles.

13.8 Data Practices. The Parties acknowledge that this Lease is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*

13.9 Nondiscrimination. The Association shall not discriminate against any employee, applicant for employment, guests, or invitees. The Association and their employees and agents shall not discriminate because of race, religion, color, creed, age, disability, sex, national origin, sexual orientation, or status with regard to public assistance, or as otherwise prohibited by state or federal law, against any person by refusing to furnish such person any service or privilege offered to or enjoyed by the general public, nor shall the Association or their employees and agents publicize the facilities provided under this Lease in any manner that would directly or inferentially reflect on the acceptability of the patronage of any person because of race, religion, color, creed, age, disability, sex, national origin, sexual orientation,

status with regard to public assistance, or other protected status as described in state or federal law. The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Lease as if fully set forth herein.

13.10 Force Majeure. The Parties shall each be excused from performance under this Lease while and to the extent that either of them are unable to perform, because of a Force Majeure. In the event any Party is rendered unable wholly or in part by Force Majeure to carry out its obligations under this Lease then the Party affected by Force Majeure shall give written notice with explanation to the other Parties immediately.

13.11 Interest by City Officials. No elected or appointed official, officer, or employee of the City or the City shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Lease or the proceeds thereof.

13.12 No Waiver. Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Lease or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Lease. Any express waiver of a term of this Lease shall not be binding and effective unless made in writing and properly executed by the waiving Party.

13.13 Severability. The invalidity or unenforceability of any provision of this Lease shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Lease to the extent of its invalidity or unenforceability, and this Lease shall be construed and enforced as if the Lease did not contain that particular provision to the extent of its invalidity or unenforceability.

13.14 Survivability. All covenants, indemnities, guarantees, releases, representations and warranties by any Party or Parties, and any undischarged obligations of the City or the Association arising prior to the expiration of this Lease (whether by completion or earlier termination), shall survive such expiration.

13.15 Exhibits. The exhibits attached to this Lease are considered an integral part of it as if fully set forth within it.

13.16 Entire Agreement. All prior understandings, letters of intent, discussions and agreements are merged in the governing terms of this Lease, which is a complete and final written expression of the intent of the parties.

13.17 Modification/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Lease shall only be valid when they have been reduced to writing, and signed by an authorized representative of each of the City and the Association.

13.18 Execution. This Lease may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the

IN TESTIMONY WHEREOF, as of the day and year first hereinabove written the Parties have executed this Lease.

OWNER:
CITY OF WILLMAR

BY: _____
Douglas E. Reese, Mayor

BY: _____
Leslie M. Valiant, Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF KANDIYOHI)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____ and by _____, respectively the Mayor and City Clerk of the City of Willmar, a municipal corporation and political subdivision of the State of Minnesota, on behalf of the corporate body and pursuant to the authority granted by its City Council.

Notary Public

ASSOCIATION:
[ASSOCIATION].

BY: [Signature]
6-22-23, Its President

BY: [Signature]
6/22/23, Its Treasurer

STATE OF MINNESOTA)
) ss.
COUNTY OF KANDIYOHI)

The foregoing instrument was acknowledged before me this 22nd day of June, 2023, by Mike Fagerlie, the President, and Jason Huelstein, the Treasurer of [ASSOCIATION], a Minnesota non-profit corporation, on behalf of the non-profit corporation.



[Signature]
Notary Public

EXHIBIT A

Exhibit A

Equipment Checklist: Swansson Fields Concession Stand

- 1- Refrigerator**
- 1- Popcorn Machines**
- 1- Hot Dog Rollers**
- 1- Freezers**
- 1- Grill**
- 1- Pizza Ovens**

Renewal

Commercial General Liability Coverage Declarations

Customer Number: 1000249365
Policy Number: A771599 03

Policy Period: 05/25/2023 to 05/25/2024
at 12:01 AM Standard Time at Your Mailing Address Shown Below

Named Insured and Address:
Willmar Baseball Association
PO Box 409
Willmar, MN 56201-0409

Agency Name and Address: 22477
INSURANCE CENTER
1601 HIGHWAY 12 E STE 1
WILLMAR, MN 56201
320-235-7832

Insured is a(n) Non-Profit Organization

Limits of Insurance

General Aggregate Limit (other than Products/Completed Operations)	\$3,000,000
Products/Completed Operations Aggregate Limit	\$3,000,000
Each Occurrence Limit	\$1,000,000
Personal and Advertising Injury Liability Limit	\$1,000,000
Damage to Premises Rented to You Limit	\$100,000
Medical Expense Limit, Any One Person	\$5,000

See attached Forms Schedule for forms and endorsements applicable to this coverage.

Renewal

Commercial General Liability Classification Schedule

Customer Number: 1000249365
Policy Number: A771599 03

Policy Period: 05/25/2023 to 05/25/2024
at 12:01 AM Standard Time at Your Mailing Address Shown Below

Named Insured and Address:
Willmar Baseball Association
PO Box 409
Willmar, MN 56201-0409

Agency Name and Address: 22477
INSURANCE CENTER
1601 HIGHWAY 12 E STE 1
WILLMAR, MN 56201
320-235-7832

Commercial General Liability Classifications

Loc	Class Code	Description	Exposure	Premium Basis	Rate	Premium	Coverage
1	70001	BASEBALL LEAGUE/CLUB- UNDERAGE19	164	Games	3.802 Included	\$624 Included	Prem/Ops Prod/Co

Renewal

Commercial General Liability Endorsements and Miscellaneous Premiums

Customer Number: 1000249365
Policy Number: A771599 03

Policy Period: 05/25/2023 to 05/25/2024
at 12:01 AM Standard Time at Your Mailing Address Shown Below

Named Insured and Address:
Willmar Baseball Association
PO Box 409
Willmar, MN 56201-0409

Agency Name and Address: 22477
INSURANCE CENTER
1601 HIGHWAY 12 E STE 1
WILLMAR, MN 56201
320-235-7832

Endorsements

Description	Form Number	Premium
Medical Payments - Coverage For Athletic Or Sports Participants (limit)	NS0043	\$109

Miscellaneous Premiums

Description	Form Number	Premium
Terrorism Risk Insurance Act		\$2

Total General Liability Premium: \$735



City Council Action Request

Council Meeting Date:	July 3, 2023	Agenda Item Number:	5.L.
Agenda Section:	Consent Items	Originating Department:	Recreation
Resolution:	Yes	Prepared By:	Rob Baumgarn, Recreation Director
Ordinance:	No	Presented By:	Rob Baumgarn, Recreation Director
Item:	Concession Stand Agreement with Willmar Softball Association		

RECOMMENDED ACTION:

To be resolved by the City Council of the City of Willmar to approve an agreement with Willmar Softball Association to operate the concessions stand at the Willmar Civic Center Baseball/Softball Fields.

OVERVIEW:

City staff worked with the Willmar Softball Association to develop an agreement to operate the concession stand at the Willmar Civic Center Baseball/Softball Fields. City staff furnished the concession stand with equipment and provided the association with a vendor to purchase the product to sell. The association will purchase the product and provide the staff in the concession stand during baseball/softball games. The association will receive 100% of the income. This agreement is for 1 year.

BUDGETARY/FISCAL ISSUES:

The City of Willmar will receive \$1.00 from the Willmar Softball Association to operate the concession stand at the Willmar Civic Center Baseball/Softball Fields. This agreement reduces city operating costs because of not having to provide staff or products for events.

ALTERNATIVES TO CONSIDER:

Dont approve the agreement
Offer suggestions to the agreement as presented

ATTACHMENTS:

1. Resolution for Softball Concession
2. Willmar Softball Concessions Agreement

RESOLUTION NO. ____

**RESOLUTION APPROVING THE CONCESSION STAND AGREEMENT WITH THE WILLMAR SOFTBALL
ASSOCIATION**

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar to approve the concession stand agreement with the Willmar Softball Association.

Dated this 3rd day of July, 2023

Douglas E. Reese, Mayor

Attest:

CITY CLERK

CONCESSION STAND LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Lease**") is made and entered into as of this _____ day of _____, 2023, by and between the **CITY OF WILLMAR**, a municipal corporation under the laws of the State of Minnesota, (hereinafter the "**City**"), and **[ASSOCIATION]**, a Minnesota non-profit corporation, (hereinafter the "**Association**"), (collectively the "**Parties**").

WHEREAS, the City of Willmar is the owner of the Willmar Civic Center Softball Fields and the Softball Concessions Stand located at the Civic Center complex at 2707 Arena Drive, Willmar, MN 56201, and permits the use of the Willmar Civic Center Softball Concessions Stand for Sporting Events; and

WHEREAS, the **[ASSOCIATION]** desires to lease the Softball Concession Stand located at the Willmar Civic Center Softball Fields for the preparation and sale of food and beverages during softball games held at the Willmar Civic Center Softball Fields for the benefit and convenience of the general public in attendance during softball games.

NOW, THEREFORE, in consideration of the mutual obligations and agreements of the parties herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the City and the Association hereby agree as follows:

ARTICLE ONE **Defined Terms**

As used in this Lease, the following terms shall have the specific meanings as defined herein, unless otherwise indicated below:

1.1 "City" or "Landlord" means the City of Willmar, having as its address for notice purposes **[CITY ADDRESS]**; Attention: City Administrator.

1.2 "Association" or "Tenant" means **[ASSOCIATION]**, having as its address for notice purposes **[ASSOCIATION ADDRESS]**.

1.3 "Premises" or "Property" means the Softball Concession Stand owned by the City and located at the Willmar Civic Center Softball Fields at the Civic Center complex at 2707 Arena Drive, Willmar, MN 56201 and shall include all areas, permanent and temporary, from which food and beverages are sold to the public and shall mean the areas used to store, prepare, or provide other goods for Concession Services.

1.4 "Concession Services" shall mean the preparation and provision of all food and beverages concessions during a Sporting Event.

1.5 "Sporting Event" shall mean any softball/baseball-related event involving all age groups (high school-level, youth-level, etc.) scheduled at the Willmar Civic Center Softball Fields in accordance with Section 3.3.

ARTICLE TWO

Grant of Rights and Term

2.1 **Grant.** The City as Landlord grants and the Association as Tenant accepts, for and in consideration of the payments and agreements of the Association contained herein, a lease of the Premises on the terms and conditions contained in this lease.

(a) The Association shall have the exclusive right to occupy and use the Premises for the purpose of providing Concession Services during Sporting Events, for the duration of the Term, subject to the terms, conditions and provisions of this Lease.

(b) The Association shall have no rights to use the Premises other than those rights specifically granted in this Lease.

(c) The Association, having toured the Premises, hereby represents as of the date of this Lease that nothing has come to its attention to cause it to believe that the Premises will not be, as of the Effective Date, in all material respects, fit for their intended purposes and reasonably suitable for use hereunder.

2.2 **Term.** The term of this Lease shall commence on April 1, 2023 (the "Effective Date") and end on December 31, 2023 (the "Expiration Date") unless terminated prior to the Expiration Date as provided otherwise in this Lease. Except as otherwise provided in this Lease, termination of this Lease prior to the Expiration Date requires the agreement of the City and the Association.

2.3 **Renewal.** At the conclusion of the Term, this Lease shall automatically renew for one additional term of one year, unless either Party shall give the other Party at least sixty (60) days' notice of its intention not to renew this Lease.

ARTICLE THREE

Permitted Use and Scheduling

3.1 **Association's Permitted Use.** The Association shall use the Premises to provide Concession Services during Sporting Events or other events as approved by the City of Willmar Parks and Recreation Department. In providing Concession Services, the Association shall use reasonable efforts consistent with industry standards to not allow any activity that is unlawful, creates any nuisance or fire hazard, or will damage or otherwise have a deleterious effect upon the Willmar Civic Center Softball Fields or the reputation of the Willmar Civic Center Softball Fields or the City of Willmar. The Association shall use the Premises in compliance with all applicable Laws.

3.2 **Nuisance and Waste.** The Association shall not cause, maintain or permit any nuisance in, on or about the Premises. More specifically, the Association shall not use or store any noxious chemicals on the Premises. The Association shall not commit or allow to be committed any waste in or upon the Premises.

3.3 Scheduling. The City of Willmar Parks and Recreation Department shall be responsible for scheduling all Sporting Events. The Association shall coordinate and cooperate with the City's Facility Coordinator in providing Concession Services for all Sporting Events as requested or mutually agreed by the City.

3.4 Concession Operating Dates. The Association agrees to provide Concession Services on all dates as required by the City for Sporting Events in coordination with the City of Willmar Parks and Recreation Department Facility Coordinator.

ARTICLE FOUR

Responsibilities of the City and Association

4.1 City Responsibilities. The City's obligations and responsibilities shall include:

(a) providing all equipment necessary for the provision of Concession Services as listed in Exhibit A;

(b) contracting for all utilities serving the Premises, including but not limited to, electricity, fuel oil, gas services, telephone, trash collection, water, sewer service, storm sewer service, cable or satellite television, internet connection fees or any other like utilities;

(c) entering into contracts with vendors for provision of all necessary food and beverages for the Association's Concession Services on a per unit basis and providing the Association with a list of such vendors (the Association shall be responsible for ordering sufficient quantities of food and beverages as necessary for the Association's Concession Services);

(d) for the initial term commencing April 1, 2023, and expiring December 31, 2023, only, maintaining all licenses necessary to operate and serve food and beverages from the Premises and allowing the Association to act as agents of the City for the purposes of the license held by the City; and

(e) for the initial term commencing April 1, 2023, and expiring December 31, 2023, only, training the Association's staff who will be operating the Premises and providing Concession Services.

4.2 Association's Responsibilities. The Association shall take all actions reasonably necessary or desirable for the operation, and provision of Concession Services at the Willmar Civic Center Softball Fields Concession Stand, in accordance with all Laws and the terms and conditions of this Lease. Except as otherwise provided in this Lease, the Association shall be solely responsible for all costs associated with the management, operation, and provision of Concession Services at the Premises. The City shall not be obligated to pay for any expenses associated with the management, operation, or provision of Concession Services at the Premises unless specifically set forth in this Lease. Without limiting the generality of the foregoing, the Association's obligations and responsibilities shall include:

- (a) collecting all gross revenues generated by providing Concession Services;
- (b) using equipment, supplies or personal property provided by the City pursuant to the City's policies governing the use of such equipment;-
- (c) arranging for personnel reasonably needed to staff and maintain its Concession Services operation, including adequate staffing of Premises during all Sporting Events, and such other personnel necessary for the successful management, operation, and provision of Concession Services;
- (d) establishing the price of any charges for goods and services related to Concession Services;
- (e) ordering, stocking, preparing, and paying for all goods and services related to Concession Services from City-approved vendors as referenced in Section 4.1(c), and maintaining title to said goods;
- (f) operating under all City of Willmar, Kandiyohi County and the State of Minnesota licenses obtained by the City to serve food and beverages for the Term commencing April 1, 2023 and expiring December 31, 2023, as described in Section 4.1(d);
- (g) keeping the Premises in good condition and repair and in a safe, clean, attractive, and high-quality manner consistent with and meeting the standards and specifications established by similarly situated concession stands and all applicable health and building codes.

4.3 Reimbursement to City. To the extent the Association fails to timely pay costs and expenses under this Article, and the City pays any such costs on behalf of the Association, the Association shall reimburse the City for the same within thirty (30) days of the date the City bills the Association therefore.

4.4 Liquor Sales Prohibited. The Association shall not permit the sale of alcohol or liquor at the Premises.

ARTICLE FIVE

Maintenance, Repair, and Improvements

5.1 Concession Services Operations and Cleanup. The Association shall be responsible for conducting setup and cleanup of the Premises prior to and following every provision of Concession Services.

5.2 Responsibility for Damage. The Association shall bear maintenance or repair costs for damage to the Premises caused by acts or omissions of the Association, its agents, employees, contractors, guests or invitees.

5.3 Improvements. The Association shall not make material alterations or improvements to the Premises without the written consent of the City. Unless otherwise agreed by both parties, approved improvements shall be at the sole expense of the Association and shall become the property of the City at termination of the Lease without compensation to the Association.

5.4 Signage. The Association shall not place or maintain any signs on the Premises, without authorization by the City.

5.5 Mechanic's Liens. The Association shall allow no mechanic's liens to be incurred or filed against the Premises. The Association shall promptly pay for all alterations and improvements, which it may make under this Lease that are approved by the City, and shall save and hold harmless the City from any and all losses, including attorneys' fees, incurred by reason of mechanic's liens or other claims for skill, labor or material furnished or performed, or claimed to have been furnished or performed, on account of any such alteration or improvement made by the Association hereunder. The Association may contest any such mechanic's liens and prosecute all proceedings for the purpose of such contest pursuant to Minn. Stat. § 514.01, et seq. The Association shall indemnify the City against any loss or liability by reason of such contest.

5.6 Reserved Rights as Landlord. The City reserves the following rights:

(a) to take any and all measures necessary or desirable for the operation, safety, protection or preservation of the Premises, including repairs, alterations, decorations, additions or improvements, whether structural or otherwise, in and about the Premises or any part thereof; and

(b) to enter to verify use of the Premises.

The City may enter upon the Premises and may exercise any or all of the foregoing rights without being deemed guilty of an eviction (actual or constructive) or disturbance of the Association's use or possession and without being liable in any manner to the Association and without abatement of Rent or affecting the Association's obligations hereunder.

ARTICLE SIX

Financial Provisions

6.1 Payments by Association. The Association shall, for the entire Lease Term, pay to the City without demand, Rent in the amount of \$1.00 per year. Payment of Rent during the initial Term of this Lease shall be made on or before the Effective Date. For all renewal Terms, payment shall be made on or before the 1st day of the year.

6.2 Revenues. The Association shall keep all gross revenues generated through its Concession Services.

ARTICLE SEVEN

Subcontracting and Assignment

7.1 Assignment. The Association shall not assign their responsibilities under this Lease to any third party without first obtaining the written consent of the City to such assignment.

ARTICLE EIGHT

Quiet Possession and Subordination

8.1 The City covenants that the Association, upon paying the Rent and performing the covenants under this Lease, shall peaceably and quietly have, hold and enjoy the leased Premises for the term of the Lease. Except as herein provided, the City shall deliver possession of the Premises in the condition required by this Lease on the Commencement Date. The taking of possession of the Premises by the Association shall be conclusive evidence that the Premises are in the agreed condition at the commencement of the Lease term. The Association acknowledges that it has inspected the Premises and, accepts the Premises in an "as is" condition.

8.2 This Lease is subject and subordinate to all present or future financial encumbrances on the Premises and is further subject to all present and future easements, conditions and encumbrances of record, and to all applicable laws, ordinances and governmental rules and regulations. Such subordination shall be self-executing without further act on the part of the City or the Association; provided, however, that the Association shall at any time hereafter, at the request of the City or any lien holder, or any purchaser of the Premises, execute any instruments that may be required, and the Association hereby irrevocably authorizes the City to execute and deliver in the name of the Association any such instrument if the Association fails to do so.

ARTICLE NINE

Indemnification

9.1 Association Indemnification of City. The Association shall indemnify, protect, save, hold harmless and insure the City, and its respective officers, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by the Association's agents or employees, with respect to the Association's performance of its obligations under this Lease or its presence on or use of the Premises. The Association shall defend the City against the foregoing, or litigation in connection with the foregoing, at the Association's expense, with counsel reasonably acceptable to the City. The City, 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 negligence or willful misconduct of the

City or any of its officials, employees or agents. All indemnification obligations shall survive termination, expiration or cancellation of this Lease.

9.2 Assumption of Risk. The Association knows, understands, and acknowledges the risks and hazards associated with using the Premises for the purposes stated herein and hereby assumes any and all risks and hazards associated therewith. The Association hereby irrevocably waives any and all claims against the City or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the Association as a result of the Association's use of the Premises, and hereby irrevocably releases and discharges the City and any of its officials, employees or agents from any and all claims of liability.

9.3 No Third-Party Right of Action. Nothing contained in this Lease shall create a contractual relationship with or a cause of action in favor of a third party against the Association or the City. The services of the Association under this Lease are being performed solely for City's benefit, and no other entity shall have any claim against the Association because of this Lease or the performance or nonperformance of services provided hereunder.

ARTICLE TEN

Insurance

10.1 City's Required Insurance. The City shall maintain property insurance on Premises, at the City's expense.

10.2 Association's Required Insurance. The Association shall, at its expense, maintain in effect commercial general liability insurance with limits not less than the maximum liability limits for a municipality as provided in Minn. Stat. § 466.04 (\$1,500,000 per occurrence).

10.3 The Association shall observe and comply with all the requirements of all policies of comprehensive general liability, fire and other insurance at any time in force with respect to the Premises.

10.4 Additional Requirements.

(a) All policies required of the Association in this Article shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable).

(b) All policies required of the Association shall name the City as an additional insured under the policy.

(c) All policies required of the Association in this Article shall contain a provision that coverages afforded thereunder shall not be canceled or non-renewed, nor shall coverage limits be reduced by endorsement, without 30 days prior written notice to the City.

10.5 Certificates of Insurance. The insuring company or the Association shall deliver to the City Administrator certificates of all insurance required, signed by an authorized representative, and stating that all provisions of the specified requirements are satisfied. If the Association fails to give such certificate of insurance to the City within ten (10) days after execution of this Lease, this Lease shall be null and void. The amounts of insurance coverage available to the Association shall be the amounts stated herein or the amounts as stated in the Association's insurance certificate, whichever is greater.

10.6 The City reserves the right to terminate this Lease pursuant to Article Eleven in the event that insurance requirements are not maintained or required as provided herein during the term of this Lease.

ARTICLE ELEVEN

Default and Remedies

11.1 Association Default. If the Association shall default in the payment of any sum required to be paid by the Association under this Lease and such default shall continue for fifteen (15) days after written notice to the Association, or if the Association shall default in the observance or performance of any other covenants or conditions in this Lease, which the Association is required to observe or perform, and such default shall continue for fifteen (15) days after written notice to the Association, or if a default involves a Hazardous Condition and is not cured by the Association immediately upon written notice to the Association, then the City may treat the occurrence of any one or more of the foregoing events as a breach of this Lease and thereupon at its option may, without notice or demand of any kind to the Association or any other person, terminate this Lease and immediately resume exclusive possession of the Premises, in addition to all other rights and remedies provided at law or in equity.

11.2 City Default. If the City shall default in the payment of any sum required to be paid by the City to the Association under this Lease, or if the City shall default in the observance or performance of any of the other covenants, obligations or conditions in this Lease, which the City is required to observe or perform, and such default shall continue for 15 days after written notice to the City, then the Association may treat the occurrence of any one or more of the foregoing events as a breach of this Lease and thereupon at its option may terminate this Lease, in addition to all other rights and remedies provided at law or in equity.

ARTICLE TWELVE

Surrender of Possession and Holding Over

12.1 Surrender of Possession. Upon the termination of the Lease Term, the Association shall immediately surrender the Premises (together with any alterations and improvements that are not severable) to the City in good order, repair and condition, ordinary wear and fire or casualty losses for which the Association is not responsible excepted, and shall remove all equipment, trade fixtures and other items of the Association's property from the Premises. The Association shall pay the City upon demand the cost of repairing any damage to the Premises caused by such removal. The Association shall leave the Premises in its pre-Lease condition, reasonable wear and tear excepted. If the Association fails or refuses to remove its property from the Premises, the

Association shall be presumed to have abandoned the property and the City may dispose of the property without incurring liability, at the Association's expense.

ARTICLE THIRTEEN

Miscellaneous

13.1 **Voluntary and Knowing Action.** The Parties, by executing this Lease, state that they have carefully read this Lease and understand fully the contents thereof; that in executing this Lease they voluntarily accept all terms described in this Lease without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

13.2 **Authorized Signatories.** The Parties each represent and warrant to the other that (1) the persons signing this Lease are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Lease against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

13.3 **Relationship of Parties.** No statement contained in this Lease shall be construed so as to find the Association or its volunteers, agents or employees to be an employee of the City, and the Association and its volunteers, agents or employees shall not be entitled to any of the rights, privileges, or benefits of employees of the City, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.

13.4 **No Partnership, Joint Venture, or Fiduciary Relationship.** Nothing contained in this Lease shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the parties, it being understood that the sole relationship created hereby is one of landlord and tenant. No third party is entitled in any way to rely upon any provision in this Lease. This Lease is intended solely for the benefit of the City and Association and no third party shall have any rights or interest in any provision of this Lease, or as a result of any action or inaction of the Landlord in connection therewith.

13.5 **Notices.** All notices required under the terms of this Lease shall be deemed to have been properly served or given three days after their deposit in the United States mail if sent by registered or certified mail, return receipt requested, postage prepaid, or two days after deposit in a nationally recognized overnight courier service, addressed to the City or the Association at the addresses identified in Article One or to such other address within the continental limits of the United States and to the attention of such Party as the Parties may from time to time designate by written notice to the other Parties.

13.6 **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, the Association agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and

procedures of the Party and involve transactions relating to this Lease. The Association agrees to maintain these records for a period of six years from the Expiration Date.

13.7 Governing Law. This Lease shall be deemed to have been made and accepted in Kandiyohi County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Lease without regard to its choice of law or conflict of laws principles.

13.8 Data Practices. The Parties acknowledge that this Lease is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*

13.9 Nondiscrimination. The Association shall not discriminate against any employee, applicant for employment, guests, or invitees. The Association and their employees and agents shall not discriminate because of race, religion, color, creed, age, disability, sex, national origin, sexual orientation, or status with regard to public assistance, or as otherwise prohibited by state or federal law, against any person by refusing to furnish such person any service or privilege offered to or enjoyed by the general public, nor shall the Association or their employees and agents publicize the facilities provided under this Lease in any manner that would directly or inferentially reflect on the acceptability of the patronage of any person because of race, religion, color, creed, age, disability, sex, national origin, sexual orientation, status with regard to public assistance, or other protected status as described in state or federal law. The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Lease as if fully set forth herein.

13.10 Force Majeure. The Parties shall each be excused from performance under this Lease while and to the extent that either of them are unable to perform, because of a Force Majeure. In the event any Party is rendered unable wholly or in part by Force Majeure to carry out its obligations under this Lease then the Party affected by Force Majeure shall give written notice with explanation to the other Parties immediately.

13.11 Interest by City Officials. No elected or appointed official, officer, or employee of the City or the City shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Lease or the proceeds thereof.

13.12 No Waiver. Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Lease or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Lease. Any express waiver of a term of this Lease shall not be binding and effective unless made in writing and properly executed by the waiving Party.

13.13 Severability. The invalidity or unenforceability of any provision of this Lease shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Lease to the extent of its invalidity

or unenforceability, and this Lease shall be construed and enforced as if the Lease did not contain that particular provision to the extent of its invalidity or unenforceability.

13.14 Survivability. All covenants, indemnities, guarantees, releases, representations and warranties by any Party or Parties, and any undischarged obligations of the City or the Association arising prior to the expiration of this Lease (whether by completion or earlier termination), shall survive such expiration.

13.15 Exhibits. The exhibits attached to this Lease are considered an integral part of it as if fully set forth within it.

13.16 Entire Agreement. All prior understandings, letters of intent, discussions and agreements are merged in the governing terms of this Lease, which is a complete and final written expression of the intent of the parties.

13.17 Modification/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Lease shall only be valid when they have been reduced to writing, and signed by an authorized representative of each of the City and the Association.

13.18 Execution. This Lease may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the Lease, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing Party.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, as of the day and year first hereinabove written, the Parties have executed this Lease.

**OWNER:
CITY OF WILLMAR**

BY: _____
Doug Reese, Mayor

BY: _____
Leslie Valiant, Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF KANDIYOHI)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____ and by _____, respectively the Mayor and City Clerk of the City of Willmar, a municipal corporation and political subdivision of the State of Minnesota, on behalf of the corporate body and pursuant to the authority granted by its City Council.

Notary Public

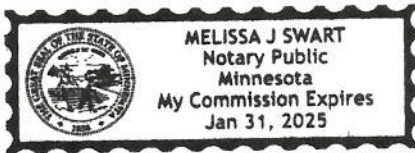
ASSOCIATION:
[ASSOCIATION].

BY: *Andrew Kveene*
Andrew Kveene, Its Director

BY: *Kelly Guidema*
Kelly Guidema, Its Assistant Director

STATE OF MINNESOTA)
) ss.
COUNTY OF KANDIYOHI)

The foregoing instrument was acknowledged before me this 25th day of May, 2023, by Andrew Kveene, the director, and Kelly Guidema, the Asst Director of [ASSOCIATION], a Minnesota non-profit corporation, on behalf of the non-profit corporation.



Melissa J Swart
Notary Public

Exhibit A

Equipment Checklist:

Willmar Civic Center Rec Fields Concession Stand

1- Refrigerator

1- Popcorn Machines

1- Hot Dog Rollers

1- Freezers

1- Grill

1- Pizza Ovens



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME:	
	PHONE (A/C, No, Ext): (855) 222-5919	FAX (A/C, No):
INSURED Willmar Softball Association 2707 Arena Dr Willmar, MN 56201	E-MAIL ADDRESS: support@nextinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: State National Insurance Company, Inc.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 383594198 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY		NXT493QQ7-00-GL	06/17/2023	06/17/2024	EACH OCCURRENCE \$1,000,000.00
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00
						MED EXP (Any one person) \$15,000.00
						PERSONAL & ADV INJURY \$1,000,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$2,000,000.00
	☒ POLICY ☐ PRO-JECT ☐ LOC					PRODUCTS - COMP/OP AGG \$2,000,000.00
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB ☐ OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE					AGGREGATE \$
	☐ DED ☐ RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ☐ Y / N					PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ N / A					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance.

CERTIFICATE HOLDER Willmar Softball Association 2707 Arena Dr Willmar, MN 56201	LIVE CERTIFICATE  Click or scan to view	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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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

**Willmar Lakes Area CVB Board Meeting
EBO Board Room of the CVB/Chamber & Online Via Zoom
Tuesday, May 16, 2023, @ 12:00 Noon**

Members Present: John Dahl, Art Benson, Doug Kuehnast, Sabrina Lere, Audrey Nelsen, Sue Steinert, Judy Thompson, Nancy Larson, Ryan Scheffler, Ken Warner, David Feist, and Mike McArthur

Members Excused: Dave Henle, Chad Lien, Asim Siddiqui, Steve Gardner, Dave Baker, and Tanya Rosenau

Members Absent: Caroline Chan

Staff Present: Beth Fischer

- I. **Call to Order:** Steinert called the meeting to order at 12:04 pm.
 - a. **Additions or corrections to the agenda:** There were no additions or corrections to the agenda.
- II. **Approve Minutes:** It was MSC (m/Kuehnast; s/Dahl) to approve the minutes from the April 18, 2023, meeting.
- III. **Financial Report:** Thompson presented the financial report and reviewed the lodging tax revenues report. It was noted that SureStay is closed and will remain closed into June. It was MSC (m/Benson, s/Dahl) to approve the financial report as it was presented.
- IV. **Zartico Sub-Committee Report:** The sub-committee met and reviewed the feedback that Fischer received from other CVBs currently using Zartico. They reviewed the reports provided by Zartico and Roseville. The information was also provided to the Board. There is currently \$14,000 in the 2023 budget for a program like this. The sub-committee recommends moving forward with Zartico at the rate of \$25,000 and recommends adding the STR monthly report in the amount of \$2,652. It was MSC (m/Nelsen; s/Thompson) to approve moving forward with Zartico for \$25,000 for a one-year commitment as well as allocating an additional \$2,652 for the monthly STR report.
- V. **Tourism Partnership Update:** Fischer shared that the EDC Joint Powers Board met in April and discussed the Tourism Partnership agreement with the CVB. The Operating Board had recommended eliminating the CVB funding over three years. No vote took place at the meeting, but instead, they agreed to meet as a smaller group to discuss it further. Those that met with Fischer were Roger Imdieke, Julie Asmus, Steve Gardner and Aaron Backman. They had a good discussion as Fischer shared the history of the agreement and the importance of working together and supporting each other's organizations. Everyone agreed that Backman and Fischer need to work together to finalize the agreement moving forward. The group agreed to move forward with an allocation of \$25,000 to the CVB for 2024. This amount will need to be approved by the EDC Joint Powers Board at their July 2023 meeting.
- VI. **Sponsorship Requests:** Fischer shared that she has been asked about the CVB's support of area town festivals. Fischer noted that the CVB has always supported and helped promote all of Kandiyohi County's town festivals. The CVB adds the events to the website, promotes them on social media and adds them to Explore Minnesota's website. Sometimes the CVB gives grant money or sponsorship dollars; sometimes, they help at the events. It really varies depending on the festival and what they need or support they ask for. The Board reviewed the following sponsorship requests:
 - a. **Atwater Festival Days:** It was MSC (m/Kuehnast; s/Nelsen) to approve funding Atwater Festival Days in the amount of \$500. Opposed: Warner
 - b. **Spicer 4th of July Celebration:** It was MSC (m/Kuehnast; s/Thompson) to approve funding Spicer 4th of July Celebration in the amount of \$1,500.
 - c. **Connecting Entrepreneurial Communities Conference:** It was MSC (m/Warner; s/Kuehnast) to approve funding the Connecting Entrepreneurial Communities Conference in the amount of \$500.

VII. Committee Reports/Updates:

- a. **Sports:** Scheffler shared that they recently held a craft show in the Event Center, and it went well. Coming up is the Ridgewater College graduation, Youth Baseball Tournament and an MMA event. The Circus will be held at the Willmar Civic Center on June 17-18. The Willmar Stinger's home opener is on May 31.
- b. **Leisure:** Larson shared that they met at Diamond Lake Resort. It was a beautiful location and a great place for a meeting. It should be a strong summer for the resorts. They discussed the top 10 Instagram-able spots in the county and location suggestions for Shropa collaborators.

VIII. Affiliated Partnership Updates/Reports:

- a. **Spicer Commercial Club:** Larson shared that the stage is being rewrapped for a fresh look. The 4th of July sponsorship forms and volunteer sign-up went out this week. Since the 4th is on a Tuesday, they hope to spread the events out more. Kids Night is being scheduled for Sunday night.
- b. **New London:** Dahl shared that Little Crow Ski Team's first show is June 2nd, and they are updating their stage and the dock. The first weekend in June is Porchfest, and the second weekend is Ribfest in the New London City Parking Lot. They are working on the new library and the city office and will hopefully move in the first week of November. They are busy planning for Water Days.

- IX. Executive Director Report:** Fischer reviewed the May Executive Director Report. She noted some upcoming events, including the NARFE Convention, Willmar Summer Classic, Oddfellows and Rebekah Conference, MN Rural Letter Carriers Association Convention, and many more. She shared that the CVB celebrated Tourism Week with a variety of social media posts focusing on the importance of tourism in Kandiyohi County and also celebrating the attractions, businesses and events that help contribute to Kandiyohi County's \$109+ million Leisure & Hospitality Industry. They gave away tourism t-shirts and gift cards to local restaurants throughout the week. She met with CrowdRiff to discuss the platform and updates that have been made. She met with Bandwango regarding the passport. The invite email has been sent from the CVB and Bandwango is actively reaching out on our behalf. We continue to have a PPC campaign running on Google and market extensively on social media with regular and paid posts. She submitted a bid to host the UPMA Convention in 2024 and the AFSCME 65 Convention in October 2024. We were awarded three conventions: the MN Junior Holstein Convention for March 2024, the Flere Lag Stevne for August 2024, and the Lions Convention for January 2024. Copies of the Executive Director's Report are available upon request from the CVB office.

X. Other Business:

- a. **Other:**
- b. **Word Around the Community:**
 - i. **Thompson:** The City Council approved Tom Odins as the new Finance Director. They are busy planning events for Willmar Fests.
 - ii. **McArthur:** They're ready for wedding season and excited that golf season has arrived.
 - iii. **Benson:** The City of Willmar might be selling land in the Industrial Park to a rail company that would develop a Rail Park. This new rail park would likely bring new companies to the Industrial Park.
 - iv. **Feist:** It has been busy in his home as he has a Senior. Graduation is this coming weekend.
 - v. **Dahl:** The New London Farmers Market begins in the first part of June.
 - vi. **Nelsen:** A public hearing has been set for the sale of the land for the rail park. The City of Willmar received a grant that will allow them to finish the trail on 19th Ave SW.
 - vii. **Larson:** The City of Spicer put the docks in, and the Hampton Inn will get their pontoons in the water next week. Tepetonka's goal is to be open by the Summer of 2025.
 - viii. **Warner:** He shared that they are planning a Melvin's Throwback event in July with the 70's Sunshine Band. There will only be 500 tickets sold. They are also selling raffle tickets.
- c. **Next Meeting:** The next meeting of the CVB Board of Directors will take place on Tuesday, June 20, 2023, at noon.

- XI. Adjournment:** Steinert adjourned the meeting at 1:24 pm.

Respectfully Submitted by,
Tanya Rosenau, Administrative Assistant
Willmar Lakes Area Convention & Visitors Bureau



City of Willmar
CONVENTION & VISITORS BUREAU
Balance Sheet as of May 31, 2023
(As of 06/02/23)

Assets

Cash	\$ 4,427.35
Bremer Wealth Money Market	-
Petty Cash	50.00
Investments	367,592.67
Taxes Receivable	-
Accounts Receivable	-
Prepaid Expenses	61.18
Interest Receivable	9.45
Total Assets	\$ 372,140.65

Liabilities

Accounts Payable	\$ -
PPP2 Loan Share from Chamber	-
Unrealized Revenue - Taxes	-
Total Liabilities	-

Fund Balance

Restricted Fund Balance - Prepaid Expenses	4,095.56
Committed Fund Balance - CVB	28,193.86
Assigned Fund Balance - Petty Cash/CVB	50.00
Restricted Fund Balance - CVB	294,366.23
Restricted Fund Balance - CVB 2023 Cash Flow	45,435.00
Total Fund Balance	372,140.65

Total Liabilities & Fund Balance **\$ 372,140.65**



Lodging Tax History

	#	2015	2016	2017	2018	2019	2020	2021	2022	2023
January		\$ 12,481.92	\$ 16,072.96	\$ 15,411.55	\$ 14,438.84	\$ 14,232.85	\$ 14,148.02	\$ 7,741.02	\$ 17,530.03	\$ 19,479.44
									9 properties 476 rooms	10 properties 497 rooms
February		\$ 13,861.89	\$ 12,644.59	\$ 13,292.01	\$ 13,934.28	\$ 14,552.98	\$ 15,048.46	\$ 9,101.68	\$ 13,032.62	\$ 16,367.14
									9 properties 476 rooms	10 properties 497 rooms
March		\$ 13,268.74	\$ 11,951.98	\$ 14,443.01	\$ 14,696.50	\$ 15,673.47	\$ 9,303.62	\$ 12,363.16	\$ 16,301.29	\$ 23,116.95
									10 properties 497 rooms	10 properties 497 rooms
April		\$ 20,893.77	\$ 16,855.81	\$ 15,757.48	\$ 16,409.14	\$ 17,819.29	\$ 4,588.16	\$ 15,029.77	\$ 19,180.17	\$ 23,081.59
									10 properties 497 rooms	10 properties 497 rooms
May		\$ 27,168.41	\$ 16,576.02	\$ 15,746.72	\$ 20,539.88	\$ 20,001.25	\$ 7,314.51	\$ 17,537.08	\$ 25,997.69	\$ -
									10 properties 497 rooms	
June		\$ 31,353.36	\$ 23,587.69	\$ 26,686.49	\$ 28,342.49	\$ 24,163.13	\$ 12,608.70	\$ 23,624.61	\$ 31,219.70	\$ -
									10 properties 497 rooms	
July		\$ 31,335.96	\$ 21,423.26	\$ 27,584.55	\$ 28,880.56	\$ 26,044.25	\$ 16,449.45	\$ 28,542.94	\$ 34,930.15	\$ -
									10 properties 497 rooms	
August		\$ 26,012.06	\$ 24,542.87	\$ 26,921.27	\$ 26,212.67	\$ 25,113.28	\$ 17,345.10	\$ 28,063.26	\$ 37,198.88	\$ -
									10 properties 497 rooms	
September		\$ 19,337.47	\$ 20,738.25	\$ 21,674.86	\$ 24,656.95	\$ 23,058.37	\$ 16,540.48	\$ 23,485.38	\$ 29,875.49	\$ -
									10 properties 497 rooms	
October		\$ 17,588.17	\$ 19,325.13	\$ 21,137.60	\$ 23,002.47	\$ 22,999.10	\$ 16,290.21	\$ 20,545.88	\$ 32,789.52	\$ -
									10 properties 497 rooms	
November		\$ 13,727.63	\$15,342.87	\$14,726.67	\$17,698.50	\$17,729.37	\$8,651.30	\$17,090.35	\$25,876.14	\$ -
Camping		\$14,785.45	\$15,497.95	\$15,862.70	\$16,275.30	\$15,594.25	\$13,829.45	\$17,917.95	\$15,558.85	
December		\$ 13,694.93	\$13,812.73	\$13,553.46	\$14,020.88	\$14,276.98	\$6,674.59	\$15,743.86	\$21,732.15	\$ -
									11 properties 548 rooms	
Total Lodging tax		\$ 255,509.76	\$ 228,372.11	\$ 242,798.37	\$ 259,108.46	\$ 251,258.57	\$ 158,792.05	\$ 236,786.94	\$ 321,222.68	\$ 82,045.12

**MINUTES
Central Community Transit
Operations Board**

Tuesday, March 28, 2023

10:00 a.m.

Hybrid Meeting/Zoom Video Conference - Willmar Office

Members Present: Chad Christianson

Members via Video/Phone: Paul Bukovich, Jeff Filipek, Jodi Findley, Melissa Koford, Michelle Pahl, Judy Thompson, Donna Whitcomb

Members Absent: Amanda Becker, Deb Grunwald

Staff Present: Donna Anderson, Interim Executive Director; Doug Sweeter, Operations Coordinator; Patti Flannigan, Office Coordinator

Guest: Adam Christopher

Introductions

The Central Community Transit Operations Board meeting was called to order. Introductions were given.

2023 Board Elections - Chairperson, Vice Chairperson, Secretary/Treasurer

The floor was open for nominations for positions of Chair, Vice Chair and Secretary/Treasurer for the remaining 1-year term.

Judy Thompson made a motion for the continuation of current elected Chair Chad Christianson. Michelle Pahl seconded the motion, which carried.

Chad Christianson made a motion for the continuation of current elected Vice Chair Michelle Pahl. Paul Bukovich seconded the motion, which carried.

Michelle Pahl made a motion for the continuation of current elected Secretary/Treasurer Paul Bukovich. Jeff Filipek seconded the motion, which carried.

Approval of Agenda

No additions or changes to the agenda. **Donna Whitcomb made a motion to approve the agenda. Michelle Pahl seconded the motion, which carried.**

Approval of Minutes

Judy Thompson made a motion to approve the minutes from September 27, 2022. Jodi Findley seconded the motion, which carried.

Director's Update

Financials Review - Donna reviewed financials through February. Revenues coming in as expected. Reviewed Checking, Savings, Savings Direct and MPT Reserve Accounts. Expenditures targeted at 83.3% remaining. Personnel higher with Drivers (1020) due to PTO requests. Workers Compensation (1065) annual payment made in February. Administration expenditures reviewed. Utilities (1180) appear high for February; Donna will inquire further. Insurance Charges for Liability Insurance (1410) paid for the first half of the year. Non-MnDOT local share request letters have been sent out. General Transportation Volunteer Driver Program Revenues for Title III Donations, Cost Share, Title III-B Grant and Contracts are coming in as expected. Program costs for the Volunteer Driver Coordinator are included at 100%. Elderly/Disabled 5310 transportation program will be providing transportation for the Grove City Care Center to the upcoming Life Connections Event. Smaller trips for other group outings are upcoming, also to include transportation for Renville County road checks.

Ridership - Ridership is down in comparison to last year. Lower ridership resulting from the shutdown of the Willmar Dial-A-Ride route in November and winter weather related service reductions; average ridership is down across the state.

Committee Updates - Summary of Meetings - Transit Director

Committee meeting minutes were included for review:

Systems Resource Committee - October 4, 2022, December 6, 2022, January 3, 2023, February 7, 2023, March 7, 2023 (November 1, 2022 Cancelled).

Administration Committee - October 11, 2022, December 14, 2022, January 11, 2023, February 8, 2023, March 8, 2023 (November 9, 2022 Cancelled).

Members encouraged to share any questions or concerns.

Large Capital and Technology

IT Support - IT contract with Coordinated Business Systems is ending as of April 30, 2023. Working towards a new IT contract, this has been delayed with procurement requirements. If no contract is in place by April 30th, short term continued month-to-month IT support would require utilization of Non-MnDOT funds until procured. Procurement work remains taking place and Bryce has been working with Jean at MnDOT, hopeful to fulfill within the next 30-days.

Server - The server is in place until October 2023. A new contract will be determined based upon procurement.

Phone Support - Phone contract with Marco is ending as of May 31, 2023; a buyout option of \$1 without support is available.

Fleet/Maintenance - Updates

Maintenance needs continue being tracked for items in need of service.

Fleet updates:

Bus #1 waiting engine replacement - Litchfield.

Bus #80 experiencing transmission issues; no longer under warranty.

Bus #81 didn't pass the DOT inspection; corrections being made.

Bus #89 waiting engine replacement - Willmar.

1 - 2020 replacement bus is expected to be received by the end of 2023.

Title III Vehicle/MNRAAA - Recommendation

The Volunteer Driver Title III Senior Transportation and Assisted Transportation Program has an opportunity to apply for a vehicle grant through the Minnesota River Area Agency on Aging.

The grant application would require a Third Party In-Kind contribution. CCT Agency Contribution would cover installation of logos on vehicles, supply the tablet and cover the cost of insurance. The budget, explanation of non-federal revenue and vehicle bids were reviewed.

This movement could help stabilize the volunteer driver program using a volunteer driver or paid driver; a few different models to be explored. CCT feels it could keep a vehicle busy 5 days per week in Willmar alone. The application is for equipment only, not including any operating costs. MNRAAA will be listed on the title for five years and will then be transferred over to CCT. The Volunteer Driver Title III Senior Transportation and Assisted Transportation Program is separate from MnDOT.

Chad Christianson made a recommendation to apply for the MNRAAA grant for a support vehicle with leather seats for consideration of bids from Mills Ford of Willmar for a 2023 Ford Explorer and Schwieters Chevrolet of Willmar for a 2023 Chevrolet Traverse LT; dependent upon availability. Judy Thompson seconded the motion, which carried all in favor.

Kaizen Health/PrimeWest - Updates

CCT is all setup on the platform. The process for eligibility, authorization, invoicing and payment will all take place on the portal beginning in April.

Central Community Transit Executive Director Position - Updates

The Search Committee met to review applicants; interviews will be scheduled. The HR position will be addressed once the new Executive Director is on board.

Other Updates

Staffing - Willmar hired 3 drivers; 1 full-time and 2 part-time. Openings remain for 1 full-time and 1 part-time. Olivia has a part-time driver opening; possible interest from a past retired driver. Litchfield hired 2 drivers; 1 full-time and 1 part-time. Openings remain for part-time drivers.

Meeting Set Up/Dates

Operations Board Meeting: June 27, 2023 - 10:00 a.m.

Committee Meetings:

System Resource Committee: April 4, 2023 - 1:00 p.m.

Administration Committee: April 12, 2023 - 8:15 a.m.

Central Community Transit Joint Powers Board Meeting: March 31, 2023 - 9:00 a.m.

Adjourn Meeting

Meeting adjourned at 11:12 a.m.

Submitted by,
Patti Flannigan
Office Coordinator



City of Willmar

City Council Action Request

Council Meeting Date:	July 3, 2023	Agenda Item Number:	9.A.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	No	Prepared By:	Kyle Box, City Operations Director
Ordinance:	No	Presented By:	Leslie Valiant, City Administrator
Item:	Approve the hiring of a Public Works Director		

RECOMMENDED ACTION:

Motion to approve hiring Justin DeLeeuw as the Public Works Director

OVERVIEW:

The City of Willmar has received and accepted the resignation of the retirement of current Public Works Director Gary Manzer. The Interview Committee consisted of Councilmember Asmus, City Administrator Valiant, Human Resource Director Sietesma, Public Works Director Manzer, Operations Director Box, and City Engineer Jared Voge. The City received nine applications and conducted five first-round interviews. The committee conducted second-round interviews with three highly qualified individuals for the position. The Interview Committee's recommendation is Justin DeLeeuw.

Mr. DeLeeuw is currently employed with the City of Willmar and is an 18-year employee with the Public Works Department. The Public Works Director position is grade 19, with a salary range of \$108,202.84 - \$140,663.70.

BUDGETARY/FISCAL ISSUES:

NA

ALTERNATIVES TO CONSIDER:

None Recommended

ATTACHMENTS:

None



City Council Action Request

Council Meeting Date:	July 3, 2023	Agenda Item Number:	9.B.
Agenda Section:	Regular Business	Originating Department:	Human Resources
Resolution:	No	Prepared By:	LuAnn Sietsema, HR Director
Ordinance:	No	Presented By:	LuAnn Sietsema, HR Director
Item:	Approve new job description - Building Maintenance Technician		

RECOMMENDED ACTION:

Motion to approve the New Building Maintenance Technician Job Description

OVERVIEW:

The Building Maintenance Coordinator was recently hired and transferred to the open Public Works Operator position. After reviewing the Building Maintenance Coordinator job description, Administration and HR recommend not filling that position based on the job description.

A new job description titled Building Maintenance Technician has been developed to meet current needs: Performing daily maintenance and custodial work in city buildings around the downtown area. Work on building projects, office space set up, moving furniture, painting, etc. This position completes tasks as assigned under the supervision of the Public Works Director. Must be able to operate various equipment to perform the maintenance, repair, and snow removal duties at the City Office Building, Auditorium, Fire Hall, and WRAC8.

Once the job description is approved, staff will begin the recruiting process, with this position projected to start after 7/5/2023.

BUDGETARY/FISCAL ISSUES:

The salary and benefits for these positions are included in the 2023 City budget. (Range between \$21.18-\$28.54/hr)

ALTERNATIVES TO CONSIDER:

Suggest alternative duties for position.

ATTACHMENTS:

1. Bldg Maintenance Technician Draft 6.20.23

BUILDING MAINTENANCE TECHNICIAN

Position Title: Building Maintenance Technician

Department: Maintenance

Department Head: Public Works Director

Immediate Supervisor: Public Works Director

FLSA Status: Non-exempt

Pay Range: \$21.18 - \$28.54 per hour

APPROVED: _____

REVISED: _____

REVISED: _____

REVISED: _____

Purpose

Perform daily maintenance and custodial work at City buildings in the downtown area. Work on building projects, office space set up, moving furniture, painting, etc. This position completes tasks as assigned under the supervision of the Public Works Director. Must have the ability to operate a variety of equipment to perform the maintenance, repair and snow removal duties at the City Office Building, Auditorium, Fire Hall and WRAC8.

Organizational Relationships

Communicates with: *Internally* - Public Works Director, other City departments, Office staff, City mechanics, City administrative staff;

Externally – Contractors and sales representatives, equipment and material suppliers.

Directs: None.

ESSENTIAL FUNCTIONS

- Perform all essential functions of custodial work; such as cleaning tasks - mop, sweep, wax floors and clean carpets, clean windows, maintain restrooms, empty wastebaskets and mow grass.
- Empty trash outside, water flowers and shrubs, shovel snow, salt/sand sidewalks, maintain inside/outside lighting and work on other seasonal projects.
- Work with supervisor on budgets, obtaining quotes and proposals from vendors.
- Meet with equipment vendors to identify options available and prepare bid specification to match custodial needs.
- Respond to calls/complaints/work orders from co-workers.
- Keep necessary records of time, materials and results including compiling information for an annual report; and order necessary supplies and materials.
- Complete projects/work orders and initiate payment approval for vendors and supplies.
- Ensure proper precautions and safety policies are followed.
- Work with Supervisor regarding work scheduling, equipment needs and maintenance.
- Attend seminars, workshops and other training related to licensing (if required) and other responsibilities.

BUILDING MAINTENANCE TECHNICIAN

Other Duties and Responsibilities

Maintain computer documentation of equipment, repairs, testing and maintenance work orders. Monitor public safety information regarding weather, monitor telephone calls, take messages and answer questions from the public.

Performs other related duties as assigned by Public Works Director.

Required Knowledge, Skills and Abilities

- Knowledge of methods, tools, equipment and practices of maintenance and repair.
- Knowledge of equipment operation manuals, federal and state OSHA laws, City's personnel and safety manuals, confined space entry and building/fire codes
- Ability to organize and compile information.
- Ability to understand and follow applicable state, federal and city laws, rules and regulations.
- Ability to understand and interpret plans and specifications.
- Ability to safely lift and carry objects weighing up to 80 pounds.
- Skill in operating a variety of equipment such as trucks, pickups, mower, hand tools (power), and air compressor.
- Knowledge and experience in building & ground maintenance.
- Ability to exercise sound judgement and work independently.
- Skill in verbal and written communications.

Machines, tools and equipment used: telephone and fax, copier and computer, atmosphere testing equipment, power saws, hand tools, ropes, axes, mobile and portable radios, camera equipment, portable generators; flood lights, shop compressor, drills, saws, wrenches, sockets, screwdrivers, hammers and all shop tools.

MINIMUM QUALIFICATIONS

High School degree or equivalent and five years of experience in building maintenance and equipment repair. Valid Minnesota Class D driver's license. Basic construction experience helpful.

Working Conditions

Majority of time is spent indoors at City facilities. Regularly uses fine motors skills to coordinate eyes, hands, and feet for the operation of a variety of tools, machines or equipment. Regularly uses large motor skills to exert moderate to considerable physical effort while performing a variety of movements such as bending, crouching, pushing/pulling, twisting/turning, digging, and lifting. All vision abilities, hearing, and sense of touch with the exception of taste, may be used depending on the particular task. Exposure to irritants/fumes, temperature extremes, vibrations, infectious diseases, dust and smoke, electric shock and noise can be occasional. Occasionally enters confined spaces and works at heights (on ladders and roof) up to 30 feet.



City Council Action Request

Council Meeting Date:	July 3, 2023	Agenda Item Number:	9.C.
Agenda Section:	Regular Business	Originating Department:	Human Resources
Resolution:	No	Prepared By:	LuAnn Sietsema, HR Director
Ordinance:	No	Presented By:	LuAnn Sietsema, HR Director
Item:	Non-Exempt (Overtime Eligible) Pay Policy		

RECOMMENDED ACTION:

Approve Non-Exempt (Overtime Eligible) Employees Pay Policy

OVERVIEW:

When revising the Personnel Policy Handbook and attached policies, it was noted that in the Exempt Employees Pay Policy, there was a paragraph referring to non-exempt employees as well. The decision was made to add a pay policy for non-exempt employees to define the different pay parameters.

BUDGETARY/FISCAL ISSUES:

None

ALTERNATIVES TO CONSIDER:

Change to any wording as necessary or appropriate.

ATTACHMENTS:

1. Non-exempt employees pay policy 2023. v2

City of Willmar
Non-Exempt (Overtime-Eligible) Employees
Pay Policy

For most employees the workweek begins at midnight on Sunday and runs until the following Saturday night at 11:59 p.m. Supervisors may establish a different workweek based on the needs of the department, subject to the approval of the City Administrator.

The employee's supervisor must approve overtime hours in advance. An employee who works overtime without prior approval may be subject to disciplinary action.

All overtime-eligible employees will be compensated at the rate of time-and-one-half for all hours worked over 40 in one workweek. Vacation, sick leave, and paid holidays do not count toward "hours worked." Compensation will take the form of either time-and-one-half pay or compensatory time. Compensatory time is paid at the rate of one-and-one-half hours for each hour of overtime worked.

Overtime earned will be paid at the rate of time-and-one-half on the next regularly scheduled payroll date, unless the employee indicates on their timesheet that the overtime earned is to be recorded as compensatory time in lieu of payment.

The maximum compensatory time accumulation for any employee is 80 hours. Once an employee has earned 80 hours of compensatory time, no further compensatory time may accrue. Any time over 80 hours will be paid as overtime. Employees may request and use compensatory time off in the same manner as other leave requests.

All compensatory time will be marked as such on official time sheets, both when it is earned and when it is used. The Finance Department will maintain compensatory time records. All compensatory time accrued will be paid when the employee leaves City employment at the hourly pay rate the employee is earning at that time.

All employees, in all departments, are required to work overtime as requested by their Director as a condition of continued employment. Refusal to work overtime may result in disciplinary action. Directors will make reasonable efforts to balance the personal needs of their employees when assigning overtime work.

Non-exempt, unrepresented employees receive two (2) personal days each year. Personal leave days accruing on an annual basis shall be prorated for new hires on an hourly basis per hours remaining in the calendar year. Personal leave days shall be available for immediate use and may be used in full as soon as a new year begins.

Personal leave days may be used in hourly increments but may not be carried over into a new calendar year. In no event shall an employee receive severance pay for unused personal leave days when an employee's services are terminated.



City Council Action Request

Council Meeting Date:	July 3, 2023	Agenda Item Number:	9.D.
Agenda Section:	Regular Business	Originating Department:	Planning and Development
Resolution:	No	Prepared By:	Justice Walker, Planning and Development Director
Ordinance:	No	Presented By:	Justice Walker, Planning and Development Director
Item:	National Guard Armory MOU		

RECOMMENDED ACTION:

Direct Staff to review and sign a substantially similar MOU with the Minnesota Army National Guard.

OVERVIEW:

The Minnesota Army National Guard (MNARNG) approached the City about possibly acquiring city land to relocate their facilities within the next fifteen years. It is common that communities assist in the acquisition or provide the land required to support MNARNG. MNARNG has estimated that a new facility would need approximately 40 acres. Typically, Letters of Intent are signed without Council approval because LOI's do not obligate the City, but this is a unique situation for several reasons: 1) The Guard would like the land to be free, 2) this project is several years out unless circumstances change 3) Staff has requested that this transaction be a land swap that includes their existing property on N Hwy 71. The National Guard has introduced a Memorandum of Understanding to outline the terms of the agreement.

BUDGETARY/FISCAL ISSUES:

Budgetary Issues:

City would incur survey costs

Loss of 40 acres of taxable property

Gain a large Readiness Center (Armory) for local disaster relief center in the event of natural/man-made disasters.

Acquire approximately 6 acres of land across from Robbins Island.

ALTERNATIVES TO CONSIDER:**ATTACHMENTS:**

1. (DRAFT) MOU- fm. DMA
2. City Property Cty Rd 55

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF WILLMAR, MINNESOTA
AND THE
MINNESOTA ARMY NATIONAL GUARD
FOR LAND TO SUPPORT CONSTRUCTION AND OPERATION OF READINESS
CENTERS AND OTHER ASSOCIATED STRUCTURES**

ARTICLE I – PURPOSE

This Memorandum of Understanding (MOU) is entered into by and between the City of Willmar, Minnesota (City) and the Minnesota Army National Guard (MNARNG) in its Federal Title 32 United States Code status. The purpose of the MOU is for unimpeded access and use of land owned by the City to support the construction and operation of facilities required to support the Minnesota Army National Guard.

ARTICLE II – BACKGROUND

It is generally preferred to build MNARNG facilities on non-Federal land owned by the MNARNG except where there is a large training area requirement such as Camp Ripley Training Center. It is the business practice of the MNARNG as well as most States to provide land for the construction of National Guard facilities so they can retain the facilities as fully owned State property after twenty-five (25) years of intended use. MNARNG traditionally relies on local communities to assist in the acquisition or provide the land required to support MNARNG military construction projects. MNARNG facilities are considered community facilities as well as local disaster relief centers in the event of natural or man-made disasters. The facility is an asset to the community as well as the MNARNG. It is the intent of the MNARNG to replace the current Willmar Readiness Center (Armory) and the field maintenance shop (FMS) in the next fifteen (15) years with a new readiness center and/or field maintenance shop. Due to the programmed size of the readiness center or FMS and security requirements, MNARNG requires a new land parcel to support construction of the facility. The land size of the current readiness center will not support the new facility. The new facility will require approximately 40 acres of land.

ARTICLE III – UNDERSTANDING OF THE PARTIES

A. City of Willmar, Minnesota

1. As the City land inventory allows, provide to MNARNG land for the construction and operation of readiness centers, armed force reserve centers, other National Guard facilities, or State agency structures.
2. As the City land inventory allows, provide to MNARNG land with adequate access to major arterial roads and civil infrastructure (utilities and feeder road network).
3. Based on City land management practices and location, pursue title free of any encumbrances where practicable as this is the preferred real estate instrument of MNARNG to support construction and operation of readiness centers, armed force reserve centers, other National Guard facilities, or State agency structures.
5. As reasonably possible, make available to MNARNG copies of any environmental assessments, environmental baseline surveys, environmental impact studies,

environmental condition of property reports and other environmental studies conducted on property to be deeded to MNARNG.

7. Land offered by City for transfer must be reasonably clear of environmental hazards and outside the one-hundred (100) year flood plain or meet future flood plain requirements published by the Department of Defense, the US Army, or National Guard Bureau.

8. Exhibit A "City Property Cty Rd 55" provides a preliminary/proposed land tract for use by MNARNG but does not limit City from providing other available land options to MNARNG.

9. Within two (2) years of projected construction, or by the year 2036, of the new facility (FYDP 2038), the City shall survey the property and provide a land survey, complete with property legal description to MNARNG.

B. Minnesota Army National Guard

1. In consideration for the land tract in Exhibit A "City Property Cty Rd 55" or other available options, MNARNG, within its authority and in compliance with all Local, State and Federal laws, shall offer first right of refusal of the current Willmar Readiness Center (Armory) land and real property structures to the City upon completion and occupation of the new readiness center. MNARNG owns the current property and real property structures with no revisionary clauses in the deed.

2. Consider disposal/demolition of unwanted, dilapidated, or structurally unsound real property structures on land prior to revisionary deed to the City; or make secondary agreement to dispose after revisionary deed.

3. As appropriate, enter into deed for land with City to support the long-range construction plan (military construction plan) requirements of the MNARNG. Upon execution of the deed, appropriately maintain the land before and after construction of new facilities.

4. Allow City to access the land for recreational purposes after the completion of a deed until ninety (90) days before construction commences. City will be responsible to maintain the recreational portion of the land without cost to MNARNG if it chooses to use the recreational area.

5. City is not expected to contribute to the cost of the construction of the facilities on the deeded land. However, assistance in providing utility and road network improvements up to the property line is encouraged.

6. Responsible for maintaining the environmental condition of the property and enacting any clean-up measures necessary due to environmental issue caused by MNARNG.

7. Allow reasonable access by City officials for inspections as required.

8. Keep City reasonably informed of military construction projects on property.

ARTICLE IV – GENERAL PROVISIONS

A. Points of Contact: The following points of contact will be used by the Parties to communicate in the implementation of this MOU. Each party may change its point of contact upon notice to the other Party.

1. For CITY:

a. Primary: Mayor _____
Address
Willmar, MN XXXXX
(XXX) XXX-XXXX

b. Secondary: Name, Title
Address
Willmar, MN XXXXX

2. For MNARNG:

- a. Primary: LTC Troy Fink
Construction & Facilities Management Officer
(320) 616-2602
- b. Secondary: MAJ Mike Thompson
Deputy Construction & Facilities Management Officer
(320) 616-2607

B. Funds and Human Resources: This MOU does not document nor provide for the exchange of funds or human resources between the Parties nor does it make any commitment of funds or resources. Any exchange of funds or manpower between the Parties must be made by separate agreement and under specific statutory authority; this MOU does not provide such authority. This MOU neither authorizes, nor intends to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value. Further, no provision of this MOU will be interpreted to require obligation or payment of funds in violation of 31 U.S.C. § 1341.

C. Enforcement: Nothing in this MOU may be construed to obligate CITY to any current or future expenditure of resources. Each Party will handle its own activities and use its own resources, including the expenditure of its own funds, in pursuing the objectives enumerated in this MOU. Each Party will carry out its separate activities in a coordinated and mutually beneficial manner, as consistent with any applicable laws, regulations or policies. Nothing in this MOU is intended to alter, limit, or expand the Parties' statutory or regulatory authorities. Nothing in this MOU is intended to create any substantive or procedural right or benefit enforceable at law by any party.

D. This MOU in no way restricts CITY or MNARNG from participating in similar activities or arrangements with other public or private agencies, organizations or individuals. Nothing in this MOU shall be construed as affording MNARNG any preferential treatment, exclusive rights or privileges.

E. Modification of MOU: This MOU may only be modified by the written mutual agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed annually or on around the anniversary of its effective date.

F. Disputes: Any disputes relating to this MOU will, subject to any applicable law, Executive order, directive, or instruction, be resolved by consultation between the Parties.

G. Termination: This MOU may be terminated in writing at will by either Party.

H. Transferability: This MOU is not transferable except with the written mutual consent of the Parties.

I. Entire Understanding: It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

J. Severability: Nothing in this MOU is intended to conflict with current law, regulation, or policies. If a term of this MOU is inconsistent with such authority or policy, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

K. Effective Date: This MOU takes effect beginning on the day after the last Party signs.

L. Expiration Date: Indefinite.

APPROVED:
For the CITY OF WILLMAR, MINNESOTA

By: _____ Its: _____

DATE: _____

For MINNESOTA ARMY NATIONAL GUARD

By: _____ Its: _____

DATE: _____

City Owned Property, Approximately 80 Acres



7/13/2022, 2:58:45 PM

+ Railroad State County US & State Highways City Limits
 Township Roads Township County Gravel US Lines
 US County Gravel County State Labels

1:9,028
 0 0.05 0.1 0.2 mi
 0 0.07 0.15 0.3 km



City Council Action Request

Council Meeting Date:	July 3, 2023	Agenda Item Number:	9.E.
Agenda Section:	Regular Business	Originating Department:	Planning and Development
Resolution:	No	Prepared By:	Justice Walker, Planning and Development Director
Ordinance:	Yes	Presented By:	Justice Walker, Planning and Development Director
Item:	Introduce Ordinance and Set Public Hearing Date for Bethesda Rezone		

RECOMMENDED ACTION:

The Planning Commission recommends Council set the Bethesda Rezoning Public Hearing Date for July 17, 2023 at or about 6:30 p.m.

OVERVIEW:

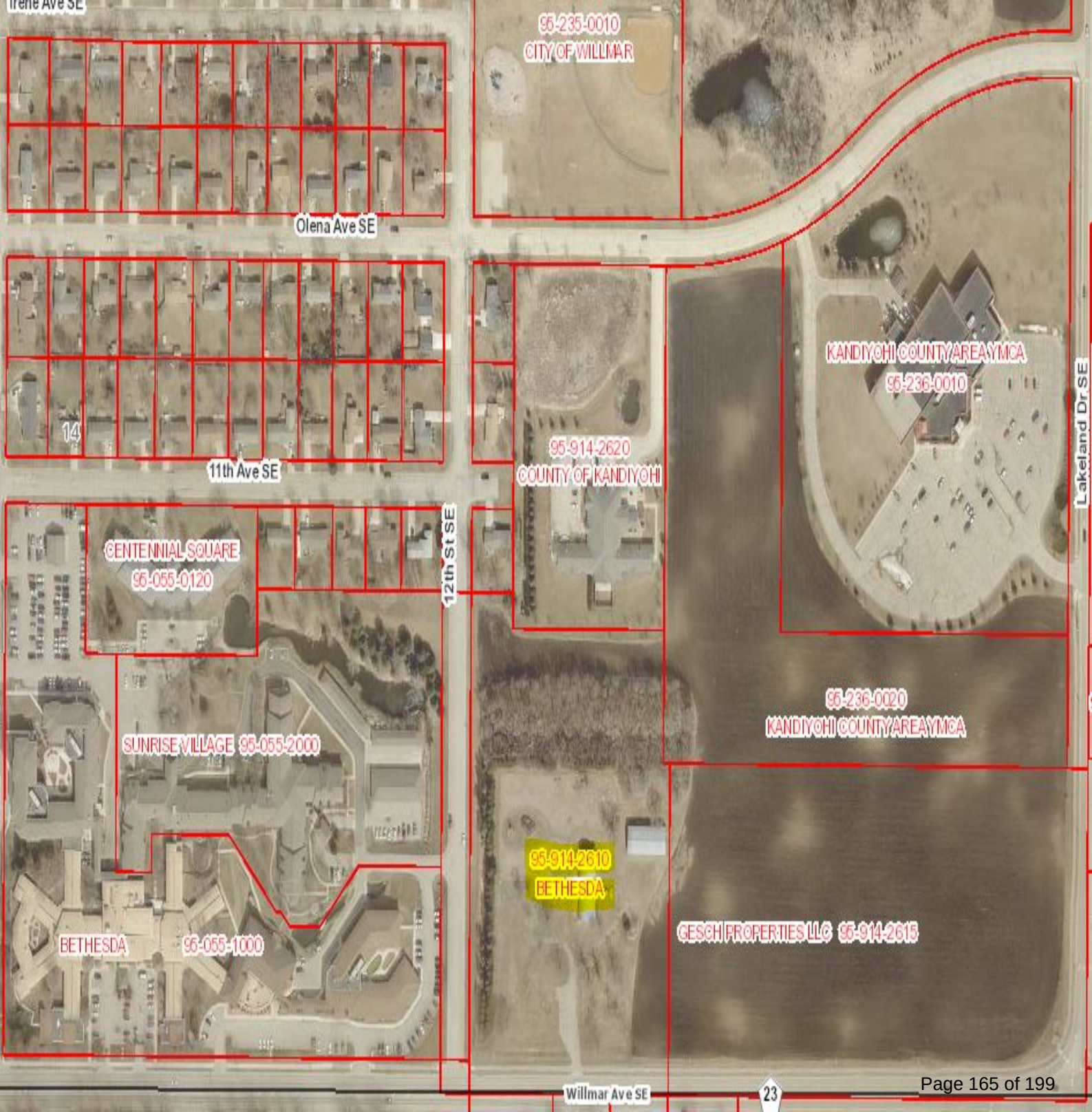
Bethesda is looking to expand to the east of their current site on Willmar Ave. This would be a two-phased expansion to build 220 - 250 senior living units. This number of units would require a PUD in any district. The Limited Business district does not have a density limit and can accommodate the number of units Bethesda is seeking to build. The current zoning of the parcel is Ag. The Planning Commission conducted a public hearing and approved the rezoning on June 21, 2023.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Bethesda Visual
2. Bethesda Rezone



Olena Ave SE

95-235-0010
CITY OF WILLMAR

Olena Ave SE

14

11th Ave SE

CENTENNIAL SQUARE
95-055-0120

12th St SE

95-914-2620
COUNTY OF KANDIYOH

KANDIYOH COUNTY AREA YMCA
95-236-0010

95-236-0020
KANDIYOH COUNTY AREA YMCA

SUNRISE VILLAGE 95-055-2000

95-914-2610
BETHESDA

BETHESDA

96-055-1000

GESCH PROPERTIES LLC 95-914-2615

Willmar Ave SE

23

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 LB (Limited Business):

Description				
Sect	Twp	Range	Lot	Block
14	119	35	0	0

THAT PART OF THE S1/2 OF SE1/4 DESC AS
FLWS: COMM AT SE COR OF SD SEC, TH N 500'
TO SE COR OF LOT 2, BLK 1 OF GESCH YMCA
ADDN, TH W 1004.65' TO PT OF BEG OF TRACT
HEREIN DESC, TH CONT W 15.35' TO SW COR OF
SD LOT 2, TH N 200.2', TH W 363.89', TH N
54' TO S LINE OF PLAT OF PERKINS FIFTH
ADDN, TH W 100' TO E LINE OF CITY OF WILL-
MAR 12TH ST SE ROW PLAT, TH S 754.03'
ALONG LAST SD LINE TO S LINE OF SD SEC, TH
E 478.61' TO A PT BRG S FROM PT OF BEG, TH
N 499.84' TO PT OF BEG.

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: _____



City Council Action Request

Council Meeting Date:	July 3, 2023	Agenda Item Number:	9.F.
Agenda Section:	Regular Business	Originating Department:	Public Works
Resolution:	Yes	Prepared By:	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	Presented By:	Jared Voge
Item:	Approve Plans & Specifications, Authorize Advertisement for Bids Project No. 2304-B, 19th Ave Trail Project.		

RECOMMENDED ACTION:

Adopt the resolution approving plans and specifications and authorize advertisement for bids on Project No. 2304-B, 19th Ave trail improvements.

OVERVIEW:

Project No. 2304-B, the 19th Avenue multi-use trail improvements between 15th Street SW and 5th Street SE, design work has been completed and ready for bidding. Council action is required for the approval of plans and specifications and to authorize an advertisement for bids.

BUDGETARY/FISCAL ISSUES:

The project is to be paid with \$500,000 of Active Transportation Program funds and bond proceeds.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. RESOLUTION - APPROVE SPECS & ADV. FOR BIDS PROJECT NO 2304-B

RESOLUTION NO. _____

**A RESOLUTION APPROVING FINAL PLANS AND SPECIFICATIONS AND AUTHORIZING
PUBLICATION OF THE ADVERTISEMENT FOR BIDS FOR PROJECT NO 2304-B.**

Motion By: _____ Second By: _____

WHEREAS the City Engineer of the City of Willmar has presented to the City Council plans and specifications for Project No. 2304-B for the City of Willmar;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Willmar that:

Final plans and specifications are hereby approved, and publication of the advertisement for bids is herewith authorized. Bid packages will be publicly opened and read at the City Office Building, 333 Southwest Sixth Street, Willmar, Minnesota.

Dated this 3rd day of July, 2023

Mayor

Attest:

City Clerk



City Council Action Request

Council Meeting Date:	July 3, 2023	Agenda Item Number:	9.G.
Agenda Section:	Regular Business	Originating Department:	Public Works
Resolution:	Yes	Prepared By:	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	Presented By:	Jared Voge
Item:	Professional Services Agreement: 2024 Improvement Projects Feasibility Report & Preliminary Survey		

RECOMMENDED ACTION:

Adopt the resolution entering into a professional services agreement with Bolton and Menk for the 2024 Improvement Projects Feasibility Report and Preliminary Survey in the amount of \$213,000.

OVERVIEW:

Bolton and Menk has submitted a proposal for professional services related to the 2024 Improvement Projects Feasibility Report and preliminary survey. The project areas for 2024 include:

Project No. 2401-A - Street & Utility Reconstruction
10th Street NW

Project No. 2401-B: Street & Utility Reconstruction (previously Project No. 2301-B)
13th Street SW
Grace Avenue SW
Rice Avenue SW
8th Street SW
10th Street SW

Project No. 2401-C: Street & Utility Reconstruction
20th Street SE
2nd Avenue SE

Project No. 2403-A: Mill & Overlay
Locations are identified on the attached map.

Project No. 2403-B: Mill & Overlay (County Project)
Willmar Avenue (County Road 23)
7th Street NW (County Road 41)
7th Street SW (County Road 41)
30th Street (County Road 5)

Project No. 2404: Parking Lot Improvements
Civic Center Parking Lot Reconstruction

The proposed scope of services includes preparing a feasibility report, cost estimate, preliminary assessment costs, and conducting the necessary Improvement Hearing as required by Minnesota Statutes. Survey staff will obtain necessary spot repair data along the mill and overlay project areas by field verification, and topographical data based on NAD 83 horizontal and NAVD 88 vertical datum will be collected along the street and utility reconstruction project areas. The preliminary schedule outlines the Improvement Report to be presented to Council in October 2023 and the preliminary survey work to be completed by September 2023.

BUDGETARY/FISCAL ISSUES:

	Project No. 2401-A	Project No. 2401-B	Project No. 2401-C	Project No. 2403 -A	Project No. 2403- B	Project No. 2404
Feasibility Report	\$37,500	\$4,800	\$10,150	\$52,500	\$44,400	\$11,250
Preliminary Survey	\$16,500	\$0	\$7,550	\$19,850	\$0	\$8,500
Subtotals:	\$54,000	\$4,800	\$17,700	\$72,350	\$44,400	\$19,750
Total:				\$213,000		

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. RESOLUTION ACCEPT SVCS BOLTON AND MENK 2024 ENGINEERING
2. 2023-06-28 Willmar 2024 Projects Proposal - To City

Resolution No. _____

A RESOLUTION AWARDING THE 2024 IMPROVEMENT PROJECTS FEASIBILITY REPORT & PRELIMINARY SURVEY PROFESSIONAL SERVICES: 2401-A, 2401-B, AND 2403 TO BOLTON AND MENK, INC. IN THE AMOUNT OF \$131,150.

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 the bid of Bolton and Menk, Inc. of Willmar, MN for the 2024 Improvement Projects Feasibility Report and Preliminary Survey professional services of Project No. 2401-A, 2401-B, and 2403 improvement projects 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 \$131,150.

Dated this 3rd day of July, 2023

Mayor

Attest:

City Clerk



June 28, 2023

Gary Manzer, Public Works Director
City of Willmar
801 Industrial Drive SW
Willmar, MN 56201

RE: Feasibility Report & Preliminary Survey
2024 Construction Projects
City of Willmar, Minnesota

Dear Gary,

Bolton & Menk, Inc., is pleased to submit this proposal for the 2024 Improvement Projects Feasibility Report & Preliminary Survey. We sincerely thank you for the opportunity and look forward to continuing to serve the City of Willmar.

PROJECT UNDERSTANDING

It is our understanding that City of Willmar plans to make improvements by reconstructing streets and utilities, mill and overlay, and parking lot improvements. The project areas were reviewed with City and utilities staff as identified on the enclosed **2024 Figure** from the Capital Improvement Plan. The potential City project numbers associated with the 2024 improvements are 2401-A, 2401-B, 2401-C, 2403-A, 2403-B, and 2404. Our understanding for the scope of these improvements is as follows:

- 2401-A – Street & Utility Reconstruction
 - 10th Street NW
- 2401-B (Previously 2301-B) – Street & Utility Reconstruction
 - 13th Street SW
 - Grace Avenue SW
 - Rice Avenue SW
 - 8th Street SW
 - 10th Street SW
- 2401-C – Street & Utility Reconstruction
 - 20th Street SE
 - 2nd Avenue SE
- 2403-A – Mill & Overlay
 - The mill and overlay streets are identified on the enclosed **2024 Figure**
- 2403-B – Mill & Overlay (County Projects)
 - Willmar Avenue (County Road 23)
 - 7th Street NW (County Road 41)
 - 7th Street SW (County Road 41)
 - 30th Street (County Road 5)
- 2404 – Parking Lot Improvement
 - Civic Center Parking Lot Reconstruction

SCOPE OF SERVICES

The tasks associated with the Feasibility Report & Preliminary Survey are as follows:

1. Feasibility Report

Bolton & Menk, Inc. will prepare a feasibility report, a cost estimate, and preliminary assessment costs for the improvements and review them with City and utilities staff. All available record drawing information will be requested.

Bolton & Menk staff understand the importance of good communication. We will keep the City Council and staff informed of the project status while attending meetings when the project is on the agenda to present information regarding the project and respond to questions. We will conduct the necessary Improvement Hearing, as required by Minnesota Statutes and City of Willmar policy to assess benefitting property owners on the City and County projects. We will provide the necessary meeting materials, including reports, resolutions, and presentations, including the requirements for special assessments. Upon completion of the feasibility report, we will also provide the City with electronic copies of the project documents.

2. Preliminary Survey

Survey staff will obtain the necessary spot repair data along the mill and overlay project areas by field verification. In addition, topographical data based on NAD 83 horizontal and NAVD 88 vertical datums will be collected along the street and utility reconstruction project areas and the parking lot improvement project areas. Aerial imagery will be obtained through the use of Unmanned Aerial Vehicle technology. A Gopher State One Call ticket will be generated for the project. Bolton & Menk, Inc. will work with City and municipal utilities staff to verify that all utilities are accounted for.

This proposal does not include any services related to geotechnical investigations. These services are available upon request. Following the completion of the feasibility report, a separate proposal will be provided for design and construction engineering services.

PRELIMINARY SCHEDULE

Bolton & Menk, Inc. will initiate the Scope of Services immediately following execution of this proposal. Our proposed schedule for completing the major tasks outlined within this proposal includes estimated dates for completion and will be adjusted as the project progresses:

1. Feasibility Report	October 2023
2. Preliminary Survey	September 2023

COMPENSATION

We propose to complete services identified in the above Scope of Services at an HOURLY NOT TO EXCEED fee of \$213,000. The breakdown of those costs are as follows:

	2401-A	2401-B*	2401-C	2403-A	2403-B**	2404
1. Feasibility Report	\$ 37,500	\$ 4,800	\$10,150	\$ 52,500	\$44,400	\$11,250
2. Preliminary Survey	\$ 16,500		\$7,550	\$ 19,850		\$8,500
Subtotals:	\$ 54,000	\$ 4,800	\$17,700	\$ 72,350	\$44,400	\$19,750
Total:	\$213,000					

*Work previously completed from the 2301-B project will be utilized for the 2401-B project.

**Fees include the preparation of assessment costs for the County projects.

We will submit invoices for payment monthly based on the time spent completing the tasks identified above. If less hours than those estimated are required to complete the tasks, the invoice amounts will be less. Any significant changes to the project scope initiated by the Owner may require an additional fee. In addition, Bolton & Menk, Inc. is also willing to provide additional services which have not been mentioned above at our Standard Hourly Rates.

If you have any questions regarding our proposal, please contact me at your convenience at 320-905-3520 or Joshua.Halvorson@bolton-menk.com. We look forward to assisting you with another successful project and appreciate the opportunity to continue to serve the City of Willmar. We are prepared to proceed upon your notification.

Sincerely,

Bolton & Menk, Inc.



Joshua J. Halvorson
Principal Engineer

Cc: Justin DeLeeuw, Public Works
Jared Voge, City Engineer
Spencer Johnson, Project Manager





City Council Action Request

Council Meeting Date:	July 3, 2023	Agenda Item Number:	9.H.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	Yes	Prepared By:	Kyle Box, City Operations Director
Ordinance:	No	Presented By:	Kyle Box, City Operations Director
Item:	Professional Services Agreement with Bolton & Menk for Airport Drainage Improvements.		

RECOMMENDED ACTION:

That the Council Approves a Professional Services Agreement with Bolton & Menk for Airport Drainage Improvements for \$19,802.

OVERVIEW:

The City of Willmar and the Willmar Municipal Airport have requested a proposal for construction plans related to drainage issues near the eastern hangars. Soil conditions cause frost heaving during freeze/thaw cycles, which has translated to pavement damage and structural issues in at least one hangar. Airport management would like to install a drain tile to relieve the soil of moisture and drain it toward the county drainage ditch (CD 13) on the west side of the site. Furthermore, an option for excavation of a bermed/filled area (known as the "W") to create a storage area will be considered.

BUDGETARY/FISCAL ISSUES:

\$19,802

ALTERNATIVES TO CONSIDER:

Not Approve

ATTACHMENTS:

1. Resolution Bolton & Menk
2. Willmar_Airport

RESOLUTION NO.

**RESOLUTION AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT
WITH BOLTON & MENK**

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar that the Professional Services Agreement from Bolton & Menk for Willmar Airport Drainage in the amount of \$19,802.00 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 3rd day of July 2023

MAYOR

Attest:

CITY CLERK



**BOLTON
& MENK**

Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

Ph: (320) 231-3956
Fax: (320) 231-9710
Bolton-Menk.com

June 28, 2023

Ms. Leslie Valiant
City Administrator
City of Willmar
333 Southwest 6th Street
Willmar, MN 56201

RE: Willmar Municipal Airport (BDH)
Airport Drainage Improvements Project
Proposal for Professional Services

Dear Ms. Valiant,

The City of Willmar and the Willmar Municipal Airport have requested a proposal for construction plans related to drainage issues near the eastern hangars. Soil conditions cause frost heaving during freeze/thaw cycles, which has translated to pavement damage and structural issues in at least one hangar. Airport management would like to install a drain tile to relieve the soil of moisture and drain it toward the county drainage ditch (CD 13) on the west side of the site. Furthermore, an option for excavation of a bermed/filled area (known as the "W") to create a storage area will be considered. Refer to Exhibit A for a location map. The following describes our scope of work.

Scope of Services

Task 1: Survey and Data Collection

- Leverage available site survey, as-built documents, GIS, LiDAR topography, and other design related information to develop a base map.
- We anticipate some additional site data collection to verify critical elevations and fill in any topographic gaps that may exist. This could be specifically related to, but not exclusive to, areas with taller vegetation where LiDAR returns are inaccurate, or newly constructed areas not fully captured by previous topographic surveys. Also, survey may include inverts of existing drain tile outlets, rim and invert elevations of manhole structures.
- Develop project base mapping for construction plans.

Task 2: Hydrology and Hydraulics Assessment

- Delineate drainage areas and model significant hydraulic structures for existing and proposed conditions to meet City of Willmar standards.
- Model specific drainage improvements related to drain tile, culvert crossings, and ponding areas.
- Prepare technical memorandum summarizing stormwater management in compliance with state and local requirements.

Task 3: Develop Construction Documents and Cost Estimate

- Prepare 90% construction plans for airport and City review. We anticipate the following sheets:
 - Title Sheet
 - Statement of Estimated Quantities
 - Location Plan
 - Site and Grading Plans
 - Erosion Control and Restoration Plans
 - Standard Detail Sheet
- Upon airport and City review at 90% plans, we will incorporate all comments and prepare construction plans.
- Develop construction cost estimate.

Task 4: Construction Observations and Payment Application

- Preparation of payment application and processing submitted documents
- Solicitation of bid
- Oversee all installation and excavation of material
 - Needed constriction staking
 - Installation of draitile
 - Excavation of wet basin
 - Restoration of site

Assumptions

- It is assumed that the cost of the project will be low enough for quotes. Specifications related to materials and construction practices will be incorporated into the construction plans for ease of quote generation. If full technical specifications are preferred, we'd be happy to amend our scope to include these additional items.
- Our scope assumes Bolton & Menk will deliver final stormwater management summary document and construction plans. We are prepared to assist in development of additional bid documents, under an amended scope and our standard fees.
- The City will apply for any local, state or federal permits. We assume that no state permit will be required for the project. That is, disturbance will remain under 1 acre and there will be no additional wetland (federal and state) or Minnesota Department of Natural Resources (MnDNR) permits. As the project evolves, these limits may change and we will inform the project team of the potential for additional permits as soon as they are realized.

Willmar Airport Drainage Improvements

Date: 06/28/2023

Page: 3



Exhibit A: Project Location Map.

Project Fees

The following table summarizes the hours and cost breakdown for each major work task item. The estimated fee includes labor, general business, and other normal and customary expenses associated with operating a professional business. Unless otherwise noted, the fees include vehicle and personal expenses, mileage, telephone, survey staking, construction observations, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, out-sourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately.

CLIENT: Willmar Airport		BOLTON & MENK, INC.				
PROJECT: Wilmar Airport Drainage Improvements						
TASK NO.	WORK TASK DESCRIPTION	Water Resources Project Manager	Water Resources Designer	Survey Crew	Total Hours	Total Cost
1.0	Survey and Data Collection	0	7	11	18	\$2,878
2.0	Hydrology and Hydraulics	2	30	0	32	\$4,706
3.0	Plans, Specs, Bid Documents	12	50	0	62	\$9,516
4.0	Construction Observation, Payment Applications, and Staking	6	6	4	16	\$2,702
	TOTAL HOURS	20	93	15	128	
	SUBTOTAL	\$3,860	\$13,392	\$2,550		\$19,802
TOTAL						\$19,802

Please let me know if you have questions or need additional information.

Sincerely,

Bolton & Menk, Inc.



Timothy J. Olson, PE, CFM

Principal Water Resources Engineer

Willmar Airport Drainage Improvements

Date: 06/28/2023

Page: 5

Cc: Kyle Box, City of Willmar
Eric Rudningen, City of Willmar
Jared Voge, Bolton & Menk
Silas Parmar, Bolton & Menk



City Council Action Request

Council Meeting Date:	July 3, 2023	Agenda Item Number:	9.I.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	Yes	Prepared By:	Leslie Valiant, City Administrator
Ordinance:	No	Presented By:	Rob Baumgarn, Recreation Director
Item:	MN DNR Trailhead grant award		

RECOMMENDED ACTION:

Motion to approve resolution accepting the MN DNR Regional Trail Program grant totaling \$187,500

OVERVIEW:

On January 23, 2023, Council approved the resolution for the 2023 Department of Natural Resources grant application. On June 26, 2023, Recreational Director Rob Baumgarn was notified that the city of Willmar had been awarded \$187,500. The city of Willmar has already allocated \$62,500 in the CIP budget for the 20% matching funds needed for this project.

The trailhead for Glacial Lakes State Trail, Willmar Trail, and Eagle Lake Trail is located at Civic Center Drive and currently does not have any restrooms or shelter facilities available for users. This project would be constructed in different phases, including a restroom facility, an open shelter, and reconstruction of the existing parking lot to be more user-friendly.

All user groups would benefit from having much-needed, modern facilities at the trailhead. This project would help provide year-round trail use for walkers, bicyclers, snowmobilers, and more.

BUDGETARY/FISCAL ISSUES:

CIP Budget \$62,500

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Resolution Accepting DNR Trail Grant
2. MN DNR Trailhead grant award letter

RESOLUTION NO. _____

AUTHORIZATION ACCEPTING MN DNR REGIONAL TRAIL PROGRAM 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 MN DNR Regional Trail Program grant in the amount of \$187,500.

Dated this 3rd day of July 2023.

MAYOR

Attest:

CITY CLERK



Minnesota Department of Natural Resources
Division of Parks and Trails
500 Lafayette Road
St. Paul, MN 55155-4039

June 26 2023

Rob Baumgarn, Director of Parks and Recreation
City of Willmar
333 SW 6th Street
Willmar, MN 56201

Dear Rob Baumgarn,

RE: City of Willmar, Project #R001-23-4A;
Civic Center Trailhead Improvement Project

Congratulations,

I am writing in regard to the above referenced project that has been awarded a Regional Trail Program grant totaling \$187,500 to create restroom facilities and a pavilion at a trailhead near the Civic Center. Your grant award will be reimbursed to you on a matching basis for eligible costs outlined in the program manual and your application.

Before you may access your grant funds, you must complete the documentation from **Trail Grant Project Required Documentation Checklist** (attached). The checklist identifies the required approvals from regulatory agencies and contains important information about contacts and addresses for each of the agencies involved in the review and approval. If you have completed a Project Memorandum for this specific project, you may be able to submit that in lieu of some of the documentation requirements. Please contact me for more clarification. Once this documentation is complete, the DNR and your local unit of government must enter into a contractual agreement before you may begin accruing costs associated with your project.

Please remember, no receipts for reimbursement will be honored for your project that precedes a signed contractual agreement between the DNR and your organization. This agreement specifies the terms and conditions of project reimbursement. **Do not incur any costs that you plan to have reimbursed by the grant or included as part of the required cash match until after a fully signed grant contract has been processed for your project.** Be advised that this grant will expire on June 30 2025 and cannot be extended; the project will need to be completed by that date. Please notify us immediately if you are unable to complete the project by June 30, 2025.

All required forms for both environmental reviews and reimbursement forms for the administration of your grant are available on the Trail Grant Project Administration webpage at: www.dnr.state.mn.us/grants/recreation/grantee.html.

Congratulations again, and if you have any questions regarding the process, please feel free to contact me via email or at (651) 259-5599. Also, please contact us if you are planning a groundbreaking or ribbon cutting ceremony, the DNR is interested in participating.

Sincerely,

Daniel Golner

Daniel Golner, Trail Grants Coordinator
Division of Parks and Trails
(651) 259-5599
Daniel.golner@state.mn.us

Enclosures

CC: File #R001-23-4A
Colin Wright, Trail Area Supervisor, DNR Parks and Trails



LOCAL TRAIL CONNECTIONS OR REGIONAL TRAIL GRANT PROGRAMS REQUIRED DOCUMENTATION CHECKLIST

Project: **R001-23-4A**

Project Title: **Civic Center Trailhead Improvement Project**

Project Grantee: **City of Willmar**

Prior to beginning any construction or accruing any costs that are expected for reimbursement as part of this grant, the following documentation marked “Yes” must be provided to the DNR Grant Coordinator. Once all documentation is received and approved, the DNR will begin the process of entering into a contractual agreement with the grant recipient. Once this contract is fully executed with all final signatures, the DNR will provide notice that you may begin your project. **Any costs accrued prior to the date of the fully executed contract will not be reimbursable as part of the grant.**

Please send all the Grant Program and Environmental Documentation requirements (the applications or approval letters as noted in the instructions below) marked “Yes” on the following pages by the deadline specified in the Grant Award Letter to:

**Daniel Golner, Trail Grants Coordinator
DNR Parks and Trails
500 Lafayette Road, Box 39
St. Paul, MN 55155
Phone: (651) 259-5599
Email: Daniel.golner@state.mn.us**

All required documents must be submitted to the DNR for review and approval. The application forms noted in the checklist below can be found on the Trail Grant Project Administration webpage at <http://www.dnr.state.mn.us/grants/recreation/grantee.html> where corresponding applications and forms can be downloaded. The Grant Coordinator listed above will obtain the final concurrence signature noted on page 4 of the EAS document. Do NOT send the EAS to the Area Supervisor. All required documents must be submitted before the EAS can be reviewed and signed by the Grant Coordinator first. If you are planning on doing a Project Memorandum, contact the Grant Coordinator listed above before you start on any of the Environmental Requirements. Once the final EAS signature is obtained, the Grant Coordinator will have the approval to write a grant contract with the grantee.

As per the award letter, do not incur any costs that you plan to have reimbursed by the grant or included as part of the required cash match until you have a fully signed contract with the State of Minnesota in front of you.

Grant Program Requirements

Required Documentation to be completed	Description of Requirements – If “YES” is marked next to a requirement, that documentation must be completed and returned to the DNR Parks and Trails before a contract can be written.
No	A RESOLUTION AND/OR LEGAL CERTIFICATION FROM YOUR GOVERNING AUTHORITY: (Sample available on the Project Administration webpage noted on page 1) <u>A resolution must include the following:</u> 1. <u>Accepts the grant</u> in the amount of the award as partial funding for this trail project and recognizes the matching requirement; 2. <u>Names the fiscal agent</u> from your local unit of government for this project. (You MUST include the name of the person, their title, and the correct mailing address.) 3. <u>Assures facility, trail, or equipment will be maintained for no less than 20 years.</u>

Environmental Documentation Requirements

Required Documentation to be completed	Description of Requirements – If “YES” is marked next to a requirement, that documentation must be completed and returned to the DNR Parks and Trails before a contract can be written.
Yes	REQUIRED CERTIFICATION FORM (Form available on the Project Administration webpage noted on page 1): An approval of concurrence from ALL administrators of public lands crossed/utilized by the proposed trail is required. The Certification Form must be signed by all administrator(s) of public lands that are crossed or utilized by your project and which were identified by the grant proposal application. The individual who signs this form must be a representative of the local unit of government/grantee who is an official representative of the public lands being crossed or utilized. The representative has to have the authority to provide permission to use the public lands identified in the grant proposal. For highway rights-of-way see instructions on the form. If more than two signatures are required print additional forms as necessary. Submit this signed form to the DNR Grant Coordinator listed on page one.
Yes	MINNESOTA NATURAL HERITAGE INFORMATION SYSTEM DATA REQUEST FORM (Application Form available on the Project Administration webpage noted on page 1): Review of your project by the Natural Heritage Review Team is required to determine if there are any state-listed endangered, threatened, or special concern species; rare plant communities, or other rare or sensitive ecological resources that may be affected by the project. All requests for a Natural Heritage Review should now be submitted through the Minnesota Conservation Explorer (MCE). Please click on the Help Tab for instructions. Submit the approval letter received from the Natural Heritage and Non-Game Research Program to the DNR Grant Coordinator listed on page one.

Yes

EVIDENCE OF COMPLIANCE WITH WATER AND WETLAND REGULATIONS:
(Application form available on the Project Administration webpage noted on page 1)

You will need to provide evidence of compliance with water and wetland regulations from one of the following:

- The Department of Natural Resources for protected waters ([link](#)),
- The county Soil and Water Conservation District (SWCD)
or local unit of government for Wetland Conservation Law (see note below),
- The U.S. Corps of Engineers.

The SWCD will direct you as to the appropriate steps to attain compliance. This can be done by filling out a joint form that has been developed by these three interests. The "**Minnesota Local/State/Federal Application Forms for Water/Wetland Projects**" must be completed and sent to your county Soil and Water Conservation District or local unit of government.

Please note: if the local waters authority feel there are no water issues involved, ask them to state that in a letter with how they came to this official determination, and attach it to your EAS Checklist with verification from one of the three authorized entities listed above.

Submit the approval letter received to the DNR Grant Coordinator listed on page one.

Yes

EVIDENCE OF COMPLIANCE WITH MINNESOTA ENVIRONMENTAL REVIEW RULES (no application form – see directions below)

The Grant Applicant needs to forward documentation of trail project environmental review compliance. This can be accomplished by furnishing a memorandum of staff or contractor analysis, a board resolution or meeting minutes, an Environmental Assessment Worksheet Record of Decision, or an Environmental Impact Statement Adequacy Determination.

In short, you will need to provide a letter from the local RGU (which is the local unit of government) officially making the determination that your project can proceed and is in compliance with all EQB rules. In this letter, please identify which exemption(s) and how your project qualifies for this exemption and how this determination was made. The letter should be addressed to the Grant Coordinator listed on page one of this checklist.

Projects need to be evaluated for applicability of environmental review under Minnesota Rules, [Chapter 4410](#). Mandatory EAW categories are described at Minnesota Rules, [4410.4300](#). Exemptions from environmental review are described at Minnesota Rules, [4410.4600](#). In addition, environmental review is warranted when a project is not exempt under part 4410.4600, and when a governmental unit with approval authority over the proposed project determines that, because of the nature or location of a proposed project, the project may have the potential for significant environmental effects, either in response to a petition or otherwise (MN Rules [4410.1000](#), Subp. 3A).

Submit the letter to the DNR Grant Coordinator listed on page one.

Yes

REVIEW OF YOUR PROJECT FROM THE MINNESOTA STATE HISTORICAL PRESERVATION OFFICE (SHPO) (no application form – see directions below):

The State Historic Preservation Office (SHPO) must be contacted to review your project to determine if the site is a potential location for historical or archeological findings. If there is a determination that a survey is required, the survey would need to be completed prior to any site disturbance for development projects and prior to the final reimbursement of the grant funds for acquisition projects.

SHPO: For review of your project, complete and send the [Request for Project Review form](#) and required documentation directly to SHPO:

Please submit materials to ENReviewSHPO@state.mn.us with cover letter and attachments, preferably in a single PDF. Please include valid return email address for recipient of SHPO response letter.

See additional instructions at: [Submitting a Project for Review / Minnesota State Historic Preservation Office \(mn.gov\)](#)

*****Be advised that this process can take up to 45 days for their office to complete. SHPO may request a Phase 1 Archaeological Survey which will take additional time and may require contact with Office of the State Archaeologist and the Minnesota Indian Affairs Council.***

Submit the approval letter received from the State Historical Preservation Office to the DNR Grant Coordinator listed on page one.

Yes

ENVIRONMENTAL ASSESSMENT STATEMENT (EAS) CHECKLIST FORM (Form available on the Project Administration webpage noted on page 1):

Completion of an **Environmental Assessment Statement (EAS)** is required. All other Environmental Documents required must be attached to the EAS. Submit the completed EAS form with only the first two signatures completed on the signature page to the DNR Grant Coordinator listed on page one.

Signature Page

- The “Prepared” signature line is for the representative who completed the EAS.
- The “Concurrence” signature line is for all administrators of public lands that will be utilized for this project. The individual who signs this form must be a representative of the local unit of government/grantee who is an official representative of the public lands being crossed or utilized and agrees with the environmental review.
- The “Concurrence by the DNR” signature line is for DNR local Parks and Trails Area Supervisor. The DNR Grant Coordinator listed on page one will obtain this final DNR concurrence signature on this form once all other Environmental Documentation and Grant Requirements have been submitted. This form must not be signed prior to receipt and review by the Grant Coordinator and must include all of the above approvals noted on this checklist. Do **NOT** send this form directly to the Area Supervisor for signature. This will delay your final approval and contract.

Once the final Concurrence by DNR signature is obtained the Grant Coordinator will have permission to write a grant contract.



**Minnesota Department of Natural Resources
Division of Parks and Trails
500 Lafayette Road
St. Paul, MN 55155-4039**

June 22, 2023

Rob Baumgarn, Director of Parks and Recreation
City of Willmar
333 SW 6th Street
Willmar, MN 56201

Dear Rob Baumgarn,

RE: City of Willmar, R001-23-4A
Civic Center Trailhead Improvement Project

I am pleased to inform you that your application to the 2023 Regional Trail Grant Program has been selected for funding. A reimbursement grant in the amount of \$187,500 will be established contingent upon final processing of your application.

Our program staff will contact you soon with more information on how to proceed with your project. If you have any questions, please contact Daniel Golner, Trail Grants Coordinator at 651-259-5599 or Daniel.golner@state.mn.us.

Thank you for helping to connect people and the outdoors by providing outstanding parks and trails in your community.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ann M. Pierce', written over a horizontal line.

Ann M. Pierce, Director
Division of Parks and Trails

CC: File #R001-23-4A



City Council Action Request

Council Meeting Date:	July 3, 2023	Agenda Item Number:	9.J.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	Yes	Prepared By:	Kyle Box, City Operations Director
Ordinance:	No	Presented By:	Leslie Valiant, City Administrator
Item:	Authorize Staff to Enter into an Agreement with the International City/County Management Association (ICMA).		

RECOMMENDED ACTION:

Approve and authorize Staff to enter into an agreement with the International City/County Management Association (ICMA) for City of Willmar video production.

OVERVIEW:

Each year ICMA contacts various communities that fit their annual conference themes. This year ICMA would like to produce a video of Willmar because Willmar hits many of the key themes such as effective collaboration between: city, county, stakeholders, private business. Economic Development, community growth and infrastructure.

The cost of the video production is \$24,300. City of Willmar will receive 1 1/2 to two hours of video, a 5 minute produced video that will be played throughout the conference at various registration desks, coffee ares, lunch areas and social gatherings. Willmar will also receive a 1 minute produced video for the purposes of social media outlets.

BUDGETARY/FISCAL ISSUES:

\$24,300

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Resolution ICMA
2. ICMA TV Proposal - City of Willmar

RESOLUTION NO.

**RESOLUTION AUTHORIZING EXECUTION OF
AN AGREEMENT WITH THE INTERNATIONAL CITY/ COUNTY MANAGEMENT ASSOCIATION (ICMA)**

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar that the proposal from the International City/County Management Association (ICMA) for a video production service in the amount of \$24,300.00.

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

Dated this 3rd day of July 2023

MAYOR

Attest:

CITY CLERK



ICMA TV Proposal

Client Name:	City of Willmar, MN
Event:	ICMA Annual Conference 2023 Austin, TX. September 30 – October 4, 2023.

Proposal prepared for the City of Willmar detailing the production, broadcast & distribution of a Thought Leadership video that will be highlighted at the ICMA Annual Conference 2023 and online

Background

ICMA is partnering again with the international film and broadcasting company, WebsEdge to produce ICMA TV. This venture serves to raise the visibility of cities and counties that are at the cutting edge of innovation in public administration and local government and provides them with a platform to disseminate their successful programs, initiatives, and best practices to the national local government community.

If you would like to get a better understanding of the style and structure of the films, the following link will take you to various ICMA TV videos. WebsEdge has been the official broadcast partner for the ICMA Annual Conference for the last 18 years; throughout this partnership, we have worked with many of the most prestigious cities and counties across North America and internationally:

https://websedge.com/videos/icma_tv/#/

Video Focus

This video will profile the City of Willmar in a film highlighting your latest innovations that have ensured incredible community growth, incredible work in economic development and brownsfields projects and remarkable community engagement initiatives.

Distribution

The ICMA Annual Conference is the world's largest gathering of local government management professionals. Your video will be featured in the unique and exclusive ICMA TV broadcast at the ICMA Annual Conference 2023 to the delegation as follows:

- Broadcast throughout the conference on large ICMA branded screens situated in high traffic locations
- Broadcast on large ICMA branded screens at the ICMA TV Studio
- Included withing the daily ICMA TV highlight shows during the week of the ICMA Annual Conference
- Included in all ICMA TV social media activity on multiple channels done before, during and after the event
- On dedicated cable channels in official delegates' hotel rooms in the Austin area
- In the ICMA TV online coverage during the event

Your video will then be broadcast on the media player on the ICMA website, and ICMA TV YouTube channel for a minimum of 12 months after the ICMA Annual Conference 2023.

Format

Your 5-minute video will be shot in high definition 16:9 widescreen ratio. The finished edited film can be supplied to you in any file format (e.g. .mp4, .mov, .fov).

WebsEdge will supply master copies of the final edited video, as well as a shorter 1-minute highlight version for social media output, and all the raw material from the shoot on an electronic hard drive.

Editorial Control

You will have editorial oversight over the content of the video. WebsEdge will not broadcast any footage on the City of Willmar until you have signed off the final proof of the video to confirm that you are happy with the content and confirmed that it conforms with any relevant brand guidelines you may have.

Production & Filming Schedule

Stage 1: Preproduction consultation with WebsEdge Producer to discuss the details and messages of the video, potential interviewee's, visuals, case study material, filming locations and dates for the filming to take place

Stage 2: The producer will provide a filming schedule for you to approve.

Stage 3: The filming will take place on any date selected by you. We have a crew that is local to you in Minnesota who will conduct the filming. This means that they can be responsive to your needs on when the filming takes place and they will be fully vaccinated, come equipped with PPE where required and adhere to any social distancing restrictions in place to ensure that the filming is done safely. We can also conduct remote interviews with clients or other people unable to make it to your chosen location for the day of filming.

Stage 4: WebsEdge will produce a 1st Edit of the video.

Stage 5: You will then be able to view the video on a secure location online and dictate any changes you require.

Stage 6: WebsEdge will implement any changes and continue the process until you sign off the final proof of the video.

Stage 7: The final edit of the video is then taken to the ICMA Annual Conference for broadcast as detailed above.

Rights & Benefits

You will have the copyright and all other rights, including intellectual property rights for all of the footage filmed by WebsEdge on your behalf so that you can use it for any purpose you wish. All material will be delivered to the City of Willmar after you have signed off the final edit of your video.

Apart from the fantastic peer recognition and exposure, other groups we have worked with have found the above very useful in a number of different areas:

- Attracting businesses or industry to relocate to the city
- Attracting families and workers to relocate to the city
- Recruiting and retaining employees to work for the city
- Communicating positive outcomes to the city community
- Building partnerships & collaborations with government
- Building partnerships & collaborations with developers or investors.

Cost

The cost of this package is fixed at \$24,300 USD which is fully inclusive for a one-day shoot and covers all aspects of the pre-production, filming, editing, post-production, broadcasting and distribution, including travel, sustenance, equipment hire, insurance, etc. A breakdown of the cost is detailed below:

Production Costs:	8,900.00
All pre-production consultation / scheduling / planning and briefing	2,850.00
1 - 10 hr day shoot with Director or Reporter, Camera Operator with Kit - Incl lighting / sound / camera (HD)	5,475.00
All transport and expenses for crew	300.00
Media transfer to hard drives, consumables and transport of rushes	275.00
Post-production Costs:	9,150.00
Edit Producer – Incl logging & Scripting/Edit Supervising	2,640.00
2 day Editor & Edit Suite - incl 2D gfx	4,430.00
1/2 Day Editor & Edit Suite for Amendments	840.00
Picture grade and sound mix	820.00
Mastering, Encoding, Uploading & Archiving	310.00
Copyright free music	110.00
Distribution Costs:	6,250.00
Broadcast within the daily shows during the ICMA Annual Conference	4,300.00
Broadcast on all social media conducted by ICMA TV during the event	975.00
Upload & upkeep of appropriate web channels for 12 months	375.00
Indefinite copyright licensing to client of video and footage	600.00
<u>Total:</u>	<u>\$24,300.00</u>

NB - This cost is a flat rate for the package and is the same amount that applies to every city or county that is profiled in this way at the ICMA Annual Conference with one day of filming.

WebsEdge is a trading name of WebsEdge Limited: 6 Henrietta Street, London, WC2E 8PT, UK

Registered in England: No. 3520183



City Council Action Request

Council Meeting Date:	July 3, 2023	Agenda Item Number:	9.K.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	Yes	Prepared By:	Kyle Box, City Operations Director
Ordinance:	No	Presented By:	Judy Thompson, City Clerk
Item:	Resolution to Acknowledge Donations for the Second Quarter of 2023		

RECOMMENDED ACTION:

Motion to Adopt Resolution approving donations for the second quarter of 2023.

OVERVIEW:

The City regularly receives donations and, pursuant to former adopted Council action, allows staff to promptly send a thank you letter and formally approve the donations quarterly. Attached is the resolution acknowledging the second quarter donations for 2023.

BUDGETARY/FISCAL ISSUES:

Q2 Donation Total - \$11,978.00

ALTERNATIVES TO CONSIDER:

None recommended

ATTACHMENTS:

1. Resolution_2023_Q2_Donations

RESOLUTION NO.
ACKNOWLEDGEMENT OF
DONATIONS

Motion By: _____

Second By: _____

WHEREAS, the City of Willmar has received donations which have been acknowledged by the City Administrator expressing the community's appreciation for the period of April 1, 2023, thru June 30, 2023.

<u>Amount</u>	<u>From</u>	<u>For/Purpose</u>
\$ 250.00	Vinje Lutheran Church	Cinco De Mayo Celebration - Willmar Main St.
\$ 500.00	Hormel	Cinco De Mayo Celebration - Willmar Main St.
\$ 300.00	Planned Parenthood	Cinco De Mayo Celebration - Willmar Main St.
\$ 300.00	Dooley's Petroleum	Community Kids Summer Camp
\$ 200.00	Hormel	Community Kids Summer Camp
\$ 200.00	Insurance Center	Community Kids Summer Camp
\$ 200.00	Marcus Construction	Community Kids Summer Camp
\$ 300.00	Mick Quinn Insurance	Community Kids Summer Camp
\$ 300.00	Walt's	Community Kids Summer Camp
\$ 200.00	Dooley's Petroleum	Dogs with Dad
\$ 5,000.00	100 Yard Club, INC	Football Jerseys & Equipment
\$ 250.00	Fraternal Order of Eagles	Movies in the Park
\$ 500.00	Northern Factory Sales, INC	Movies in the Park
\$ 250.00	Walt's	Movies in the Park
\$ 500.00	Marcus Construction	Movies in the Park
\$ 100.00	Perkins Lumber	Movies in the Park
\$ 2,628.00	WBFBA	Portable Mounds

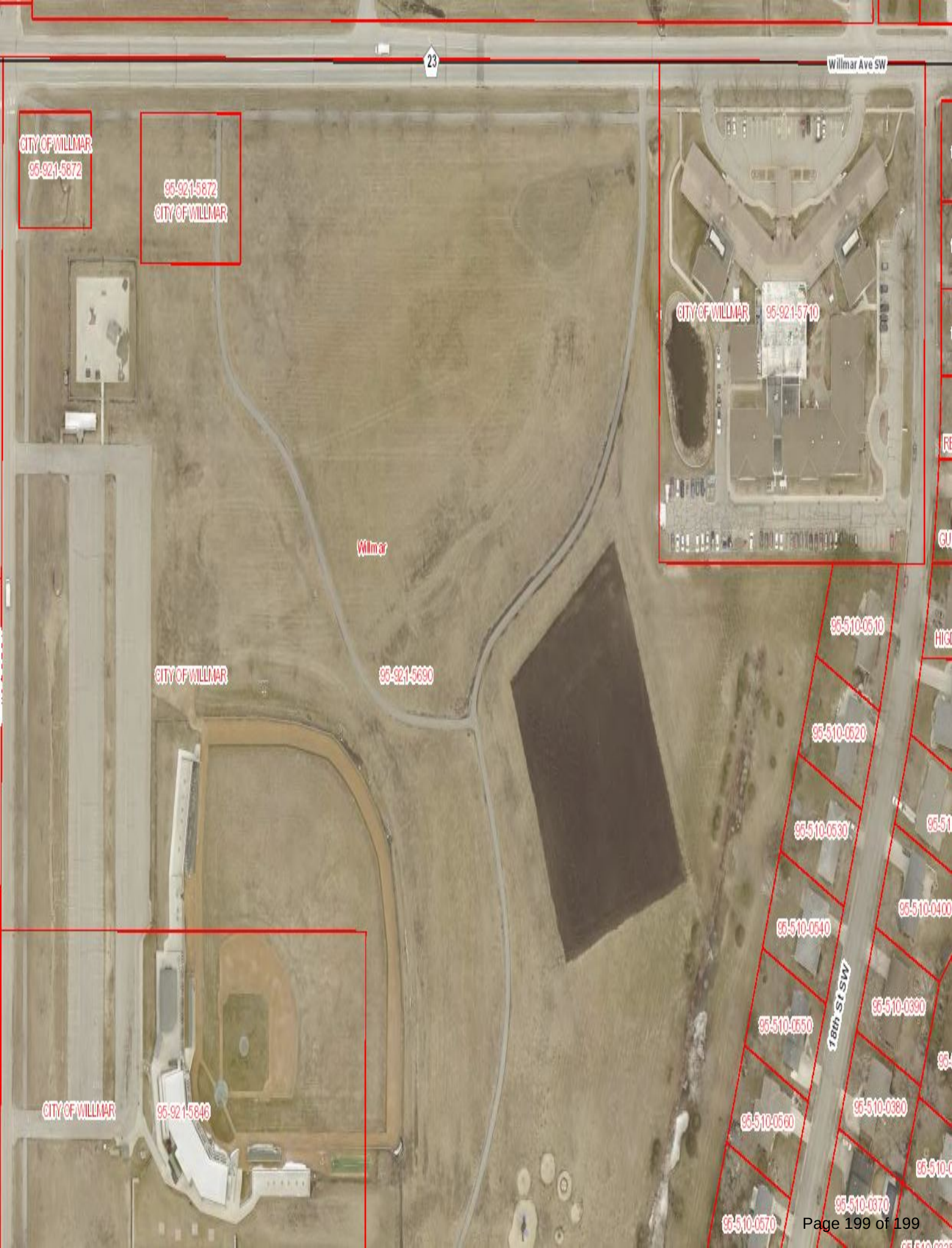
NOW, THEREFORE, BE IT RESOLVED by the City Council of Willmar, Minnesota that the City formally accept the donations as listed below:

Dated this 3rd day of July 2023

MAYOR

Attest:

CITY CLERK



23

Willmar Ave SW

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

CITY OF WILLMAR

95-921-5846

18th St SW