



WILLMAR CITY COUNCIL MEETING

MONDAY, JULY 17, 2023 @ 6:30 PM

BOARD ROOM HEALTH AND HUMAN SERVICES BUILDING

2200 – 23rd STREET NE, WILLMAR MINNESOTA

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 July 3, 2023
- B. Willmar Charter Commission "Draft" Minutes of May 30, 2023
- C. Willmar Municipal Utilities Commission Minutes, July 10, 2023
- D. Regional Park or Trail Designation Application with Greater Minnesota Parks and Trails Commission
- E. Agreement Between Minnesota Department of Revenue and Willmar for Collection of Local Sales and Use Tax
- F. 2024 - 2025 Humane Society Agreement
- G. Accounts Payable Report, 06/28/23 Thru 07/12/23
- H. West Central Ducks Unlimited Lawful Gambling Application

Information:

Building Report June 2023

6. Approve Consent Agenda Items
7. Items Removed from Consent Agenda
8. Open Forum (Individuals Limited to Three (3) Minutes)
9. Public Hearing:
 - A. Ordinance authorizing the issuance of up to \$9,450,000 General Improvement Bonds, Series 2023A
 - B. Public Hearing for the Bethesda Rezone Request
 - C. Public Hearing to Create the Industrial-3 Zoning District
 - D. Rezone Land into the I-3 District
10. Regular Business

- A. New City Hall and the New Willmar Municipal Utilities Office
- B. Willmar Auditorium Lead & Asbestos Remediation: Alternate Demolition of Structure
- C. City Auditorium Tours
- D. Consider a Settlement Agreement Between BNSF and the City of Willmar
- E. Engineering 10 Year Capital Improvement Plan
- F. Paffrath Purchase Agreement Amendment Request
- G. Introduction of an Ordinance Regulating Massage Therapy Businesses and Massage Therapists in the City of Willmar
- H. Introduction of an Ordinance Amending Willmar Municipal Code, Chapter 8, Licenses, Permits, and Business Regulations (THC)
- I. Adult Use Cannabis
- J. Information Systems Project Approvals
- K. Review of the Financial Report as of June 30, 2023
- L. Set Public Hearing to Vacate Public Easements on the Preserve on 24th First Addition Plat, August 7, 2023, 6:30 pm
- M. Consider consulting services from Roger Timmerman for Broadband Project Review and Announce Broadband Town Halls
- N. Consideration of Sale of THC Product License- Everest Liquor LLC dba Westside Liquor
- O. Consideration of City Park Special Event by On-Sale Liquor License Holder Permit-Green Mill
- P. Consideration of a State 1 Day to 4 Day Temporary On-Sale Liquor License Permit – Kandiyohi County Fair Association
- Q. Consideration of a State 1 Day to 4 Day Temporary On-Sale Liquor License Permit – Foxhole Brewhouse Inc.

11. "Community Pride" Announcements

12. Adjourn

WILLMAR CITY COUNCIL PROCEEDINGS
BOARD ROOM
HEALTH AND HUMAN SERVICES BUILDING
WILLMAR, MINNESOTA
ALSO AVAILABLE BY ELECTRONIC MEANS FOR REMOTE COUNCIL MEMBERS

July 3, 2023
5:30 p.m.

The regular meeting of the Willmar City Council was called to order by Mayor Douglas Reese. Members present on a roll call were Mayor Douglas Reese, Council Members Justin Ask, Audrey Nelsen, Vicki Davis, Carl Shuldes, Michael O'Brien, Thomas Butterfield, Julie Asmus, and Rick Fagerlie. Present 9, Absent 0.

Also present were City Administrator Leslie Valiant, City Operations Director Kyle Box, Police Chief Jim Felt, Finance Director Tom Odens, Public Works Director Gary Manzer, Parks and Recreation Director Rob Baumgarn, Planning and Development Services Director Justice Walker, Community Growth Director Pablo Obregon, and Human Resource Director LuAnn Sietsema.

There were no additions or deletions to the agenda.

Council Member Fagerlie moved to approve the agenda, as presented. Council Member Asmus seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

City Operations Director Box reviewed the consent agenda.

- 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. **Resolution No. 2023-108 Accept and Final Project No. 2101-B**
- F. **Resolution No. 2023-109 Facility Agreement with Willmar Public Schools**
- G. **Resolution No. 2023-110 West Central Hockey Lease Agreement Amendment**
- H. **Resolution No. 2023-111 Advertisement Agreement with Willmar Hockey Boosters**
- I. **Resolution No. 2023-112 Advertisement Agreement with 100 Yard Football Club**
- J. **Resolution No. 2023-113 Advertisement Agreement Willmar Boys Soccer Booster Club**
- K. **Resolution No. 2023-114 Concession Stand Agreement with Willmar Baseball Association**
- L. **Resolution No. 2023-115 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

Council Member Asmus offered a motion to approve the consent agenda. Council Member O'Brien seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Cal Miner, Willmar, addressed the Mayor and Council during the Open Forum and complimented the City on promoting within for position openings with the City; spoke as to various City facilities not built to standard, in his opinion.

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 re-locating the new city hall outside the downtown area.

Jacob Lefever, Willmar, addressed the Mayor and Council and spoke against locating City Offices and Community Center to the former J.C. Penney building; he felt the parking lot repairs are the responsibility of property owner – not dependent on sale of property; urged the City to pass a parking lot ordinance to avoid these issues in the future.

Human Resources Director Sietsema presented a request to approve the hiring of Justin DeLeeuw as the new Public Works Director. It was noted Mr. DeLeeuw is a current employee of the Public Works Department and has been employed with the City for the past 18 years.

Council Member Asmus offered a motion to approve staff's request. Council Member Nelsen seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Mayor Reese congratulated Mr. DeLeeuw on his promotion and looks forward to working with him in his new position.

Human Resources Director Sietsema presented a request to approve the new building maintenance technician job description.

Following a lengthy discussion, Council Member Davis offered a motion to approve staff's request. Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Human Resources Director Sietsema presented a request to approve the non-exempt (overtime eligible) employee pay policy.

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 8, Noes 0.

Planning and Development Services Director Walker and Economic Development Commission (EDC) Executive Director Aaron Backman presented a request to direct staff review and sign a memorandum of understanding (MOU) with the Minnesota Army National Guard for potential acquisition of City land to relocate their facilities within the next fifteen (15) years.

Following a lengthy discussion, Council Member O'Brien offered a motion to approve staff's request. Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Planning and Development Services Director Walker presented a request to introduce an ordinance and set public hearing for July 17, 2023 for rezoning of Bethesda property. It was noted Bethesda is looking to expand to the east of their current site on Willmar Avenue to build 220 – 250 senior living units. The current zoning is AG (Agriculture), and they are requesting to rezone the property to LB (Limited Business).

Following discussion, Council Member Asmus offered a motion to **introduce an Ordinance Amending the Willmar Zoning Ordinance** and set a public hearing for July 17, 2023. Council Member Fagerlie seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Contracted City Engineer Jared Voge presented a request to approve plans and specifications and authorize advertisement for bids on Project No. 2304-B, 19th Avenue Trail Improvements.

Following discussion, Council Member Fagerlie introduced **Resolution No. 2023-116 Approving Final Plans and Specifications and Authorizing Publication of the Advertisement for Bids for Project No. 2304-B.** Council Member O'Brien seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Public Works Director Manzer presented a request to enter 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.

Following discussion, Council Member Fagerlie introduced **Resolution No. 2023-117 Awarding the 2024 Improvement Projects Feasibility Report & Preliminary Survey Professional Series: 1401-A, 2401-B, and 2403 to Bolton and Menk, Inc. in the Amount of \$213,000.** Council Member Nelsen seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

City Operations Director Box presented a request to approve a professional services agreement with Bolton & Menk for airport drainage improvements in the amount of \$19,802.

Following discussion, Council Member Asmus introduced **Resolution 2023-118 Authorizing Execution of a Professional Services Agreement with Bolton & Menk For Airport Drainage Improvements in the Amount of \$19,802.** Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Parks and Recreation Director Baumgarn presented a request to accept the Minnesota DNR Regional Trail Program grant totaling \$187,500. It was noted the City has already allocated \$62,500 in the CIP budget for the 20% matching funds needed for this project. The 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.

Following discussion, Council Member O'Brien introduced **Resolution No. 2023-119 Accepting MN DNR Regional Trail Program Grant.** Council Member Asmus seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

City Administrator Valiant presented a request to approve and authorize staff enter into an agreement with the International City/County Management Association (ICMA) for City of Willmar video production. It was noted 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, stakeholder, private business, economic development, community growth and infrastructure.

Following discussion, Council Member Nelsen introduced **Resolution No. 2023-120 Authorizing Execution of an Agreement with the International City/County Management Association (ICMA).** Council Member Asmus seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

City Operations Director Box acknowledged donations the City received for the second quarter 2023.

Council Member Fagerlie introduced **Resolution No. 2023-121 Acknowledgement of Donations.** Council Member Shuldes seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Council Member O'Brien offered the following comments: keep MIA's and POW's in your prayers as we celebrate Independence Day tomorrow.

Council Member Nelsen left the meeting at 6:55 p.m. and returned at 7:00 p.m.

At 6:57 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). The motion carried on a roll call vote of Ayes 7, Noes 0. Council Member Nelsen was not present at this time.

At 7:45 p.m. Council returned to open session.

Council Member Fagerlie offered a motion to adjourn the meeting, with Council Member Asmus seconding the motion, which carried. The meeting adjourned at 7:45 p.m.

MAYOR

Attest:

SECRETARY TO THE COUNCIL

RESOLUTION NO. 2023-108

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

Motion By: Asmus Second By: O'Brien

IMPROVEMENT: Project No. 2101-B: Eagle Ridge Dr E Partial 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 Robbins Island Phase I 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:	\$1,133,105.93
ACTUAL FINAL CONTRACT AMOUNT AS CONSTRUCTED:	\$1,081,767.93
Less Previous Payments	\$1,107,785.46
FINAL PAYMENT DUE CONTRACTOR:	\$25,320.47

Dated this 3rd day of July, 2023

/s/ Douglas E. Reese
Mayor

Attest:

/s/ Judy R. Thompson
City Clerk

RESOLUTION NO. 2023-109

RESOLUTION APPROVING THE FACILITY AGREEMENT WITH WILLMAR PUBLIC SCHOOLS

Motion By: Asmus Second By: O'Brien

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

/s/ Douglas E. Reese
MAYOR

ATTEST:

/s/ Judy R. Thompson
CITY CLERK

RESOLUTION NO. 2023-110

RESOLUTION APPROVING THE AMENDMENT TO THE WEST CENTRAL HOCKEY LEASE AGREEMENT

Motion By: Asmus Second By: O'Brien

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

/s/ Douglas E. Reese
MAYOR

ATTEST:

/s/ Judy R. Thompson
CITY CLERK

RESOLUTION NO. 2023-111

RESOLUTION APPROVING THE ADVERTISEMENT AGREEMENT WITH THE WILLMAR HOCKEY BOOSTERS

Motion By: Asmus Second By: O'Brien

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

/s/ Douglas E. Reese
MAYOR

Attest:

/s/ Judy R. Thompson
CITY CLERK

RESOLUTION NO. 2023-112

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

Motion By: Asmus Second By: O'Brien

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

/s/ Douglas E. Reese
MAYOR

ATTEST:

/s/ Judy R. Thompson
CITY CLERK

RESOLUTION NO. 2023-113

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

Motion By: Asmus Second By: O'Brien

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

/s/ Douglas E. Reese
MAYOR

ATTEST:

/s/ Judy R. Thompson
CITY CLERK

RESOLUTION NO. 2023-114

RESOLUTION APPROVING THE CONCESSION STAND AGREEMENT WITH THE WILLMAR BASEBALL ASSOCIATION

Motion By: Asmus Second By: O'Brien

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

/s/ Douglas E. Reese
MAYOR

ATTEST:

/s/ Judy R. Thompson
CITY CLERK

RESOLUTION NO. 2023-115

RESOLUTION APPROVING THE CONCESSION STAND AGREEMENT WITH THE WILLMAR SOFTBALL ASSOCIATION

Motion By: Asmus Second By: O'Brien

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

/s/ Douglas E. Reese
MAYOR

ATTEST:

/s/ Judy R. Thompson
CITY CLERK

RESOLUTION NO. 2023-116

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

Motion By: Fagerlie

Second By: O'Brien

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

/s/ Douglas E. Reese
Mayor

Attest:

/s/ Judy R. Thompson
City Clerk

RESOLUTION NO. 2023-117

**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 \$213,000.**

Motion By: Fagerlie

Second By: Nelsen

BE IT RESOLVED by the City Council of the City of Willmar. A Municipal Corporation of the State of Minnesota, that the 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 \$213,000.

Dated this 3rd day of July, 2023

/s/ Douglas E. Reese
Mayor

Attest:

/s/ Judy R. Thompson
City Clerk

RESOLUTION NO. 2023-118

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

Motion By: Asmus

Second By: Davis

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

/s/ Douglas E. Reese
MAYOR

Attest:

/s/ Judy R. Thompson
CITY CLERK

RESOLUTION NO. 2023-119

AUTHORIZATION ACCEPTING MN DNR REGIONAL TRAIL PROGRAM GRANT

Motion By: O'Brien

Second By: Asmus

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.

/s/ Douglas E. Reese
MAYOR

Attest:

/s/ Judy R. Thompson
CITY CLERK

RESOLUTION NO. 2023-120

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

Motion By: Nelsen

Second By: Asmus

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

/s/ Douglas E. Reese

MAYOR

Attest:

/s/ Judy R. Thompson

CITY CLERK

RESOLUTION NO. 2023-121

ACKNOWLEDGEMENT OF DONATIONS

Motion By: Fagerlie

Second By: Shuldes

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.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Willmar, Minnesota that the City formally accept the donations as listed below:

<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

Dated this 3rd day of July 2023

/s/ Douglas E. Reese
MAYOR

ATTEST:

/s/ Judy R. Thompson
CITY CLERK

Willmar Charter Commission
Minutes of Meeting
City Office Building
Willmar, Minnesota

May 30, 2023

The Willmar Charter Commission was called to order by Chairman Richard Falk. Members present were Richard Falk, Richard Engan, Ruth Trageser, Dan Reigstad, Luke Geiger, Karla Tinklenberg, and Kelly Welch. Present 7, Absent 2. John Soderholm and Suzanne Napgezek were excused from the meeting.

Also in attendance was City Clerk Judy Thompson.

Item 1 Call Meeting to Order

Chairman Falk called the meeting to order at 1:34 p.m.

Item 2 Welcome New Commissioner Kelly Welch

Chairman Falk welcomed new Commissioner Kelly Welch.

Item 3 Approve Minutes of December 7, 2022

Commissioner Reigstad moved to approve the minutes of December 7, 2022, as printed. Commissioner Engan seconded the motion which carried.

Item 4 Election of Officers

Commissioner Tinklenberg nominated Commissioner Engan for Chairman. Commissioner Trageser seconded the motion. There being no further nominations, Chairman Falk called for the vote and the motion carried unanimously.

Commissioner Tinklenberg nominated Commissioner Welch for Vice Chairman. Commissioner Trageser seconded the motion. There being no further nominations, Chairman Engan called for the vote and the motion carried unanimously.

Commissioner Welch nominated Commissioner Reigstad for Secretary. Commissioner Falk seconded the motion. There being no further nominations, Chairman Engan called for the vote and the motion carried unanimously.

Item 5 Discussion of Revision to Article IV, Section 4.02, Subdivision 4

Chairman Engan stated a public hearing was held at the Council meeting on March 6, 2023, for the Ordinance to amend Article IV, Section 4.02, Subdivision 4. Charter amendments must be approved by a unanimous full Council vote. Council Member Butterfield cast a "no" vote, therefore, the ordinance did not pass. Council Member Butterfield was questioning the removal of the phrase "in the opinion of the Commission".

Following discussion, Commissioner Welch offered a motion to direct City Clerk Thompson to prepare the ordinance with the phrase "in the opinion of the Commission" remaining in the document. Commissioner Falk seconded the motion, which carried on a vote of Ayes 6, Noes 1. Commissioner Reigstad voted "no".

Commissioner Welch offered an amendment to the motion to change the verbiage at the end of the paragraph in Subdivision 4 to read "begin" rather than "to be begun". Commissioner Trageser seconded the motion, which carried on a vote of Ayes 6, Noes 1. Commissioner Falk voted "no".

The final proposed amendment, would read as follows:

Subdivision 4. Recommended capital improvements. The Commission shall prepare and submit annually to the Council and to the Municipal Utilities Commission where appropriate, a recommended capital improvements report which shall contain review the City of Willmar's, and as applicable, the Municipal Utilities Commission's and Rice Memorial Hospital Board's recommended capital improvements report(s)

containing recommended capital improvements which in the opinion of the Commission are necessary or desirable in the forthcoming five (5) year period. The report shall include estimated budget requirements for such improvements, and it may contain a priority list and an arrangement of such improvements with respect to the year they are recommended to ~~be begun~~ begin.

City Clerk Thompson was directed to place the introduction of the revised ordinance on the Council agenda at the earliest date possible.

Item 6 Other Business

Commissioner Welch suggested a change should be made to Section 4.05 Subdivision 2 on page 16 of the Charter to remove "and district heating systems" as this is no longer applicable in the City.

Commissioner Tinklenberg suggested all Commissioners review the Charter and bring proposed amendments/changes to a future Charter Commission meeting for discussion.

Item 7 Adjourn

With no other business to come before the Commission, Commissioner Tinklenberg offered a motion to adjourn the meeting. Commissioner Trageser seconded the motion, which carried. The meeting adjourned at 2:26 p.m.

Respectfully Submitted,

Dan Reigstad
Secretary

WILLMAR MUNICIPAL UTILITIES COMMISSION
MEETING MINUTES – JULY 10, 2023
11:45 AM – WMU AUDITORIUM

The Municipal Utilities Commission (MUC) met in its regular scheduled meeting on Monday, July 10, 2023, at 11:45 am in the WMU Auditorium with the following Commissioners present: Bruce DeBlieck, Dave Baumgart, Carol Laumer, and Terrill Sieck. Absent were Commissioners Shawn Mueske, John Kennedy, and Patricia Elizondo.

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

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

RESOLUTION NO. 21

"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 26, 2023, Commission meeting; and,
- ❖ Bills represented by vouchers No. 20230850 to No. 20230910 and associated wire transfers inclusive in the amount of \$367,945.81.

Dated this 10th day of July, 2023.

President

Attest:

Secretary

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

Finance & Office Services Supervisor Prekker reviewed with the Commission the May 2023 Financial Reports along with a recap of the May 31, 2023 Investment Portfolio, and May 2023 Cost of Power Report. The data presented included analyses of the Electric, Water, and Combined Divisions. Information contained in the reports reflects operating revenues & expenses, operating income, and retained earnings. Graphs depicting the 2022/2023 monthly year-to-date revenues, expenses, and retained earnings were also included with the financial data.

Finance & Office Services Supervisor Prekker presented a timeline for the 2024 WMU Budget Schedule. The budget process has already begun with a tentative date of September 11th to seek Commission approval of the 2024 WMU Budget. (A tentative meeting of the Planning Committee will be held the week of August 28th to review the proposed budget.)

Facilities & Maintenance Supervisor Marti requested the Commission to approve a change order with Braun Intertec for additional consulting fees for unforeseen items encountered during the Power Plant Demolition Project. These services include field oversight and reporting to meet the project goals and objectives, and to fulfill MPCA requirements. The additional contract amount for the consulting services is \$50,000 (original contract amount of \$297, 549.50 would increase to \$347,549.50). Following review, Commissioner Baumgart offered a resolution to approve Change Order #1 with Braun Intertec for the additional consulting services in the amount of \$50,000. Commissioner Laumer seconded.

RESOLUTION NO. 22

“BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that Change Order #1 for additional consulting services with Braun Interec for the Willmar Power Plant Demolition Project be approved in the amount of \$50,000 bringing their professional services fee to a not-to-exceed amount of \$347,549.50.”

Dated this 10th day of July, 2023.

President

Attest:

Secretary

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

Facilities & Maintenance Supervisor Marti presented the June 2023 Wind Turbine Report. While both units were operational, availabilities were affected by issues on each turbine (pitch sensor on Unit #3 and electric faults on Unit #4). It was noted that the breakers previously ordered for the units have been received in the USA (currently in Chicago). Wind turbine availabilities for the month of June were at 42% (Unit #3) and 52% (Unit #4) for a total monthly production of 110,175 kilowatt hours. The 2023 total production through June is 1,349,173 kilowatt hours.

Commissioners Laumer and DeBlieck presented a recap of their recent attendance at the 2023 APPA National Conference held in Seattle, Washington (Commissioner Kennedy also attended). Throughout the conference, public power leaders are able to network with others by sharing ideas and insights on opportunities and challenges facing the ever-changing electric industry. Topics of discussion included: industry innovations, positive community communications including social media, preserving/sharing utility history, renewable/solar/nuclear energy, strategic planning, financial success, electric vehicles/charging stations, economic issues, cybersecurity, advantages of public power, and safety leadership. Laumer and DeBlieck each extended their appreciation to the Commission and citizens of Willmar for allowing them the opportunity to attend the annual informational conference.

As a member of Missouri River Energy Services (MRES), the Utility is provided monthly updates of the MRES and Western Minnesota Municipal Power Agency (WMMPA) Boards of Directors meetings. The updates provide a brief overview of the topics discussed by the Boards and the actions taken. At this time, General Manager Harren reviewed the summaries of the April, May, and June 2023 MRES and WMMPA Boards of Directors meetings.

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, union negotiations, and Juneteenth holiday. Tentative future Planning Committee agenda items

will include budget review (week of August 28th tentatively), generation, new building, water treatment plant funding, SunRay Water System, and lake water use incentive. Harren also stated that he would be attending the July 17th City Council meeting. Agenda items of interest will include approval for WMU to proceed with acquiring property for a new building, and the City's 10-year Street Improvement Plan.

For information: Upcoming 2023 events to note include:

➤ MMUA Summer Conference: August 21-23 (Duluth)

There being no further business to come before the Commission, Commissioner DeBlieck offered a motion to adjourn. Commissioner Laumer seconded the motion which carried by a vote of four ayes and zero nays, and the meeting was adjourned at 12:47 pm.

Respectfully Submitted,

WILLMAR MUNICIPAL UTILITIES

Beth Mattheisen
Executive Secretary

ATTEST:

Dave Baumgart, Secretary



City Council Action Request

Council Meeting Date:	July 17, 2023	Agenda Item Number:	5.D.
Agenda Section:	Consent Items	Originating Department:	Recreation
Resolution:	Yes	Prepared By:	Rob Baumgarn, Recreation Director
Ordinance:	No	Presented By:	Rob Baumgarn, Recreation Director
Item:	Regional Park or Trail Designation Application with Greater Minnesota Parks and Trails Commission		

RECOMMENDED ACTION:

Approve supporting a regional park or trail designation grant application in greater Minnesota for the construction of the Robbins Island Amphitheater.

OVERVIEW:

City Staff, Willmar Rotary, Engan Associates, and the Mid-Minnesota Development Commission are working together to apply for the Regional Park or Trail Designation grant. This grant will help provide funding to construct the amphitheater project at Robbins Island. The grant must be submitted by a city or county to receive funding. If the city is awarded the grant, the project would be in the 2025 budget cycle and construction season. The deadline to apply for this grant is July 31st, 2023.

BUDGETARY/FISCAL ISSUES:

The Willmar Rotary is in the process of fundraising dollars for this project. Currently, there is \$300,000 in Rotary amphitheater fundraising campaign.

ALTERNATIVES TO CONSIDER:

Don't approve the application

ATTACHMENTS:

1. Grant Information
2. Grant Overview
3. Resolution for Greater Minnesota Parks and Trails

Designation Application

Purpose and Contents



A relatively simple Designation Application provides enough story to determine if a given recreational facility meets the basic requirements for consideration of regional significance. The goal is to give entities in Greater Minnesota an opportunity to determine the viability of their park or trail's story before committing the resources to a more complete (and detailed) Master Plan.

This step includes an initial or baseline evaluation of the information provided by the applicant against the regional context (Section II) and defined criteria (Section III). Applicants should refer to those sections while developing their application.

Requirements:

- Submittal of the Commission's Application for Designation as a Regional Park or Trail in Greater Minnesota through the Commission's online Data Management System.
- Proposers should provide as much information as possible, but under this step are not required to provide an approved/adopted Unit Master Plan. Thorough use of narrative, photos and maps is encouraged.
- A fully executed Designation Application Resolution must be submitted with the application for each qualified partner agency.

Proposers should provide as much information as possible, including narrative, maps, pictures, and other information that clearly explains the facility to reviewers.

Application information must include the following components:

- General Facility Information: includes facility location information, contact information, and applicant information.
- Regional Significance Statement: A brief description of the regional significance of the park or trail, focusing on the intent, audience, amenities, and setting of the facility.
- Classification
- Description, including setting, land characteristics, special features, overview of users, provided facilities and programs, and how those characteristics fit into the basic regional context (see Section II of Strategic Plan).
- Size, development, and ownership status
- Listing of the current and proposed recreation facilities/amenities
- Site characteristics, particularly landforms or unique features (with maps and photographs)
- Classification criteria responses (see Section III of Strategic Plan) (with photographs)

The Commission reserves the right to return incomplete applications to the applicant for additional information. A regional context analysis of the facility may be completed by the Commission if determined necessary to inform the evaluation.

Outcome: Commission makes an initial determination of regional system eligibility – including providing an initial ranking of High/Medium/Low – so that the proposer has a sense of the general merit of the project. For Low ranking projects, the Commission informs proposer that the park or trail unit is not likely to be regionally significant and includes the rationale for making that determination.

For medium ranking projects, the Commission informs the proposer that the park and trail unit has some merit or potential for being regionally significant with summary comments about the facility's suitability or areas of weakness. The applicant is encouraged to apply again with an updated or improved concept and information for possible (but not guaranteed) improved ranking.

A High-ranking facility is deemed “Eligible for Designation” to the regional system upon successful evaluation of a qualified unit Master Plan.

High ranking facilities are **eligible for designation** and may submit a Master Plan, which builds upon the information in the Application. Plan submission can be done at the pace necessary for the agency to complete in a reasonable fashion. Should the agency so choose, the Master Plan can be submitted concurrently with the Application for simultaneous evaluation if the Designation Application ranks High.



Goats performing invasive species removal, Austin Jay C. Hormel Nature Center

Designation Application Contents



March 2022

Introduction: The following document outlines the contents of the online Designation Application portal. The application is the required first step toward formal designation as a Regionally Significant park or trail by the Greater Minnesota Regional Parks and Trails Commission. Applications must be completed online at <https://www.gmrptcommission.org/applications.html>.

Each bullet represents an information item as required in the 2021 GMRPTC Strategic Plan, Section IV. Additional instructions are provided in brackets, which can also be found in the online portal by clicking the “i” button for each item.

NOTE: Please complete all components of the Designation Application BEFORE clicking on the Master Plan in the online dashboard. Application information will only automatically transfer to the Master Plan the first time it is accessed.

General tab

- Park or Trail Name
- District
- Location Description [Includes a general description of its location relative to nearby population centers or other recreation landmarks. For example, how would you tell a visitor to get there from the closest town?]
- Park or Trail Address
- GPS Coordinates of Park or Trail [Filled in by system based on facility address listed]
- GIS Shape File Upload [Upload GIS Shape files (border or parcels only) for use in GMRPTC online mapping tools.]
- Map of Park or Trail [Upload file button]
- Facility Website
- Lead Applicant Organization [Must be a city or county in Greater Minnesota]
- Have you applied for regional designation for this park or trail before? [If yes, you will be asked for the application number.]
- Lead Contact Person
- Lead Contact Title
- Mailing Address [Lead Contact]
- Phone
- Email

- Joint Applicants [Resolutions of support using the Commission's resolution form are required for all joint applicants and partners. Park or trail facilities are not eligible for designation until resolutions are attached.]
- Upload Resolution [Resolutions of support using the Commission's resolution form are required for all joint applicants and partners. Park or trail projects are not eligible for funding until resolutions are attached.]
- Other Project Supporters [Please list other project supporters such as advocacy or business groups, individuals, other units of government, etc.]

Description tab

All regional parks and trails must support a natural outdoor recreation experience. Local parks, sports complexes, and other similar facilities for organized sports (i.e. football, baseball, soccer, hockey, etc.) will not be supported.

- Regional Significance Statement [75 word limit. The Agency's headline description of the facility. This should be concisely written so that an audience of reviewers, legislators, marketers, and users can quickly understand the purpose, highlights, and regional nature of the facility. Think in terms of a short "high-level view" or "elevator speech".]
- Classification [Select the appropriate classification for the facility, based on the descriptions from pages 25-31 in the GMRPTC Strategic Plan.]
- Overview/Description of Park or Trail [500 word limit. Expand upon the regional significance statement to provide broad details on the amenities, targeted users, programming, history, and future growth of the facility. Think in terms of a "ground-level view".]
- Total Acreage or Mileage [List the master planned total size or length of the facility at final build-out.]
- Acquisition and Development Status
 - New or Existing Park or Trail
 - Describe Land Acquisition Status
 - Percentage of Land Acquired
 - Current Development Status

Facility Listing tab

- Facilities Listing
 - Existing Facilities [check boxes]
 - Proposed Facilities [check boxes]
- General Site Characteristics [Describe key site characteristics, especially geological characteristics, land forms, and unique features that give the park or trail its sense of place.]
- Site Characteristics Uploads [Provide images (photos or other graphics) of key site characteristics and unique qualities that complement written information provided in the box. Provide enough imagery to help those not familiar with the facility to understand the site's current status and characteristics. Include labels and brief description of each image as part of the upload.]

Master Plan tab

Select one of the following:

- No Master Plan is Available

- Existing Master Plan is available but needs to be updated to meet strategic plan requirements. [The most recent master plan should be attached in PDF format. Note that an updated master plan meeting strategic plan requirements will ultimately be required and must be uploaded onto the Master Plan portal as part of formal designation evaluation as a regional park or trail. Review Master Plan requirements in Section IV of the GMRPTC 2021 Strategic Plan.]
- Master Plan meeting requirements of Strategic Plan is available. [Refers to Master Plans prepared to meet the stated requirements for master plans as defined in the GMRPTC Strategic Plan. Prior to formal designation as a regional park or trail, the Commission may require additional information if all master plan requirements are not met (Track 2 evaluation). Please return to the dashboard to start a Master Plan. *Caution – The information in your Designation Application will auto-populate the appropriate fields in the Master Plan only when you first start the Master Plan.* Changes to either the plan or application after that will not transfer to the other portal.]

Classification Details tab

Describe in detail how your proposal aligns with the criteria associated with the selected classification from the Description tab. Respond below to each of the four ranking criteria for your classification. Refer to Section III of the Greater Minnesota Regional Parks and Trails Commission Strategic Plan (2021) for detailed information about criteria and rating scales. Each response is limited to 300 words. Pictures and graphics are strongly encouraged.

- Criteria 1: Provides a High-Quality Outdoor Recreation Experience [Places a priority on providing facilities/amenities that are relevant to the core facility's user groups and also serves to broaden the appeal of outdoor recreation to new or expanded populations. The facility is a destination unto itself and contains regionally significant features that attract regional users and potentially draw visitors from a distance outside the region. See full rating scale on pages 34-35 of GMRPTC Strategic Plan.]
- Criteria 1 Images [Include label and brief description of each item as part of the upload.]
- Criteria 2: Provides a Natural and Scenic Setting Offering a Compelling Sense of Place [Places a priority on providing a natural and scenic setting offering a compelling sense of place. Preserves regionally important landscapes with unique land features that have value and character. Access to water and/or historically/culturally significant features is also emphasized. See full rating scale on pages 36-37 of GMRPTC Strategic Plan.]
- Criteria 2 Images [Include label and brief description of each item as part of the upload.]
- Criteria 3: Well-located to Serve a Regional Need and/or Tourism Destination [Places a priority on features and facilities that are readily accessible to a populated, rapidly growing and/or an established regional center or visitor destination. Connections to additional regional or state-level facilities add value. See full rating scale on pages 38-39 of GMRPTC Strategic Plan.]
- Criteria 3 Images [Include label and brief description of each item as part of the upload.]
- Criteria 4: Fills a Gap in Recreational Opportunity Within the Region [Places a priority on regions that are lacking in regional-level facilities, particularly those of a similar nature to this facility. Complements (and does not duplicate) or provides access to recreational opportunities available in the region, especially those provided by associated state or federal facilities. See full rating scale on pages 40-41 of GMRPTC Strategic Plan.]
- Criteria 4 Images [Include label and brief description of each item as part of the upload.]

Attachments tab

Please upload any attachments that weren't uploaded elsewhere here. Attachments should be uploaded as pdf, jpg, png, tiff, Microsoft Word, Excel, or PowerPoint files.

Submit tab

Prior to submission, verify that all application components are completed. An officially adopted resolution meeting Commission qualifications for each qualified, participating partner must be included.

Applicants are encouraged to use the "Document Export" function to download a printable, sharable version of this application prior to submission.

RESOLUTION NO.

RESOLUTION SUPPORTING REGIONAL PARK OR TRAIL DESIGNATION APPLICATION IN GREATER MINNESOTA:

Motion By: _____ Second By: _____

BE IT RESOLVED that as lead applicant, has the authority to act as legal public sponsor for the application described in the *Request for Designation as a Regional Park or Trail in Greater Minnesota*. we formally support and authorize the applicant's submission on behalf of the partnership.

BE IT FURTHER RESOLVED that as lead applicant and joint applicant(s)/partner(s) we are fully aware of the information provided in the application and associated responsibilities, including long-term commitments as defined in the application and related master plan and supporting information as submitted.

BE IT FURTHER RESOLVED that should Robbins Island receive formal designation as a regional park or trail in Greater Minnesota by the Commission, as the lead applicant or joint applicant(s)/partner(s) we have the legal authority to enter into a formal designation, and funding agreements with the Commission for the referenced park or trail.

BE IT FURTHER RESOLVED that the listed applicant and joint applicant(s)/partner(s) certify they will comply with all applicable laws and regulations associated with regional designation and any future grant funding for their respective portions of any project.

I CERTIFY THAT the above resolution was adopted by the listed lead applicant and joint applicant(s)/partner(s) Board or Council.

Dated this 17th day of July 2023

Douglas E. Reese, Mayor

Attest:



City Council Action Request

Council Meeting Date:	July 17, 2023	Agenda Item Number:	5.E.
Agenda Section:	Consent Items	Originating Department:	Finance
Resolution:	No	Prepared By:	Tom Odens, Finance Director
Ordinance:	No	Presented By:	Tom Odens, Finance Director
Item:	Agreement Between Minnesota Department of Revenue and Willmar for Collection of Local Sales and Use Tax		

RECOMMENDED ACTION:

Approve updated agreement as presented.

OVERVIEW:

The Minnesota Department of Revenue administers, collects and enforces the local option sales tax for the City of Willmar. Beginning January 1, 2024 there will be 2 changes to how the payment process takes place.

1. The payment will change from 2 payments per month (5 days and 40 days after month end) to 1 payment per month (40 days after month end)
2. The fee MNDOR retains for indirect costs for administering, collecting, and enforcing the tax will change from a calculated fee to a flat fee of 1.35%

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. MNDOR LOST Updated Agreement



Agreement Between the Minnesota Department of Revenue and Willmar for Collection of a Local Sales and Use Tax

Introduction

This agreement concerns administration of local taxes identified below:

- Willmar sales tax
- Willmar use tax
- Willmar vehicle sales tax

Laws of Minnesota 2019, First Special Session, Chapter 6, Article 6, Section 30 authorize the above taxes. The taxes are imposed by Willmar Ordinance number 1436.

Administration, collection and enforcement

The Department of Revenue (department) will administer, collect, and enforce the Willmar taxes identified in the introduction, as authorized under:

- Minnesota Statutes, section(s) 297A.99, and
- any other governing laws or statutes identified in the introduction

The administration, collection, and enforcement process will follow:

- Minnesota Statutes, Chapters 297A, 289A, and 270C
- Minnesota rules Chapter 8130, and
- Administrative procedures

Local tax administration also includes processing refunds, litigation, and authority to enter into settlement agreements on behalf of Willmar. If the local tax revenues collected are not sufficient to cover actions taken, Willmar must provide the department with sufficient funding to process all adjustments.

Willmar agrees to update the ordinance listed above as needed to remain consistent with current language and definitions used in the governing Minnesota Statutes. Willmar further agrees to take corrective action within 90 days if notified by the department of required ordinance language changes. The department will not enforce or engage in compliance activities for local taxes administered by the department if any portion of Willmar's ordinance is not consistent with the governing Minnesota statutes. Local special taxes imposed before 2010 are not subject to this limitation.

Registration of vendors

The department is responsible for notifying vendors that are registered for state sales and use tax of their obligations to collect and remit Willmar taxes covered by this agreement. The department is also responsible for informing newly registered businesses of their obligations to collect and remit Willmar sales and use taxes covered by this agreement.

Accounts registered for state sales and use tax who have a ZIP Code in the Willmar tax jurisdiction will be registered for the Willmar taxes by the department. We will mail an informational notice of registration to these businesses.

Outreach and education

The department will register and notify all vendors that are currently registered for state sales and use tax and the general public about the Willmar taxes by posting a notice on the department's website (www.revenue.state.mn.us). Other notifications will be made at the time of registration, through the department's website.

Willmar acknowledges that there is no cost-effective way to identify specific vendors located outside the Willmar taxing jurisdiction who are required to be registered for Willmar taxes. Identification of these vendors will be voluntary by vendor response to general notifications by the department and through other contacts that the vendor has with the department or the Streamlined Sales Tax Governing Board's (SSTGB) central registration system.

Publicity

If Willmar maintains an official website, it will display (on its main web page) a link to a notice that residents and businesses may reference for more information about the local taxes. Willmar will briefly describe the taxes and provide a link to the department's website (www.revenue.state.mn.us). Also state in the description that local use taxes on purchases of goods and services made outside of the political subdivision that are used in the political subdivision, are subject to local use taxes.

Local governments that bill residents and businesses for utilities must include a notice of the local taxes at least once per year. The notice must include a brief description of both the local sales and use taxes, and reference the department's website link.

Returns and remittance

Vendors will collect and remit Willmar taxes covered by this agreement as part of their Minnesota sales and use tax returns, which include simplified electronic returns (SER's) authorized by the SSTGB. Revenues collected by the department are deposited in the State Treasury and credited to a special account. The department will draw from this account to recover department costs as provided in this agreement, and to transmit collections to Willmar. Willmar will accrue no interest on this amount.

Transmittal of tax

The department will transmit the taxes reported on returns monthly through the automatic clearinghouse system.

For each month of collection related to July through December 2023, the department will continue to make two transmittals. The first will be transmitted approximately five business days after month end. The second transmittal will be sent approximately 40 days after month end. The second transmission will reflect any adjustments made for refunds issued by the department for tax reported in error. The department retains, from the second monthly payment, a fee for administering, collecting, and enforcing the Willmar taxes as provided in this agreement. The department sends notification each month to the contact person showing the breakdown of the month's collections and administrative fees deducted.

For each month of collection beginning January 1, 2024, the department will transmit taxes reported for that month in one monthly payment. The transmittal will be sent approximately 40 days after month end. The department retains a fee for administering, collecting, and enforcing the Willmar taxes as provided in this agreement. The department sends notification each month to Willmar with the month's sales and use tax collections and the administrative fees deducted. See the calendar examples below.

Reports

Upon request, the department will provide Willmar with a report showing information about taxpayers and the amount of taxes remitted. This report can be requested once per year at no additional cost. Willmar must submit a written request via email or US mail. The department will consider requests for more frequent reports for an additional administrative fee.

Disclosure

Willmar understands that any local sales and use tax account information given to it by the department is subject to the classification and disclosure provisions in Minnesota Statutes, chapters 13 and 270B. Pursuant to Minnesota Statutes, section 270B.12, subdivision 2, such information can only be used to the extent necessary to administer the local sales or use tax.

The department will provide disclosure training materials to Willmar's designated representative. Willmar must train any employees with a business need to access not public Minnesota sales and use tax information provided by the department. All employees who have a business reason to access not public tax information must complete the required training annually. New employees and other users who did not previously have a business reason to access not public tax information must complete the training before they may be granted access it.

Willmar must update its disclosure authorization form by December 31 of each year, providing a list of all personnel who are trained and authorized to view not public Minnesota sales and use tax information. If an authorized employee or official no longer needs access to tax information due to a change of duties, separation from employment, or any other reason, it is Willmar's obligation to instruct the department's local tax liaison to terminate access rights for that individual by the start of the next calendar quarter.

Failure to conduct the required disclosure trainings or update the user access list as described above will result in the department suspending Willmar's access to not public Minnesota sales and use tax information until such training is completed.

Inspection of records and audit information

The department will allow Willmar to inspect and audit all data, records, and other information relating to its local sales or use tax, the cost of collecting the tax, and the performance by the department under this agreement. Willmar will submit any requests to inspect the sales or use tax data to the department in writing, as prescribed by the department.

Reimbursement of costs

The department will review its own direct and indirect costs for administering, collecting, and enforcing local taxes as needed and adjust costs accordingly. If changes are required, the department will notify Willmar of the estimated cost for administering, collecting, and auditing the local taxes at least 180 days prior to when the change will be implemented.

For each month of collection related to July through December 2023, the following calculation of reimbursement for administrative costs will continue to apply.

All local jurisdictions share in the cost of local tax administration. The calculations are based on the share of total revenues and total tax lines reported on Minnesota sales and use tax returns for each local area. The department weights each jurisdiction's percentage of revenue by one third and their percentage of tax lines by two thirds to compute their monthly percentage of total administrative costs.

Example:

Assume monthly totals for all Local Sales Taxes:

Total Tax revenues	\$20,000,000.00
Total Tax lines on returns	90,000.00
Total Administrative costs	\$200,000.00

If Local Tax A has revenues of \$1,600,000.00 (8% of the total) and 9,000 tax lines (10% of the total) their share of monthly expenses would be 9.34% or \$18,680.00, which represents approximately 1.17% of their monthly revenues. The following is how the 9.34% was calculated:

$$\begin{aligned} 8\% \times 1/3 &= 2.67\% \\ 10\% \times 2/3 &= \underline{6.67\%} \\ &= 9.34\% \end{aligned}$$

For each month of collection beginning January 1, 2024, the following calculation of reimbursement for administrative costs will apply.

Minnesota Statutes, section 297A.99, subdivision 11 states the Department shall deduct the direct and indirect costs to administer local taxes. Willmar will pay a flat rate of 1.35% of sales taxes collected to cover the administration, collection, and auditing of local sales taxes. Any

changes required to balance costs and fees will be communicated according to the notification schedule noted above. Any shortfalls or reserves will be managed across years to the extent possible.

Termination of a local tax

The department will provide a report to Willmar after the last month that the tax is in effect. The report will indicate the total amount of Willmar taxes, corresponding adjustments made, prior month corrections, and administrative fees retained. In addition, when a tax ends, the department will work with Willmar to determine a reserve amount the department will retain which will be used as a fund to make adjustments or refunds. Please see the Responsibilities section below for more details. The portion of this fund not used for refunds or adjustments will be transmitted to Willmar at the close of the period of limitations. The account remains open for a period equal to the statute of limitations provided in Minnesota Statutes, section 289A.40, for sales and use tax returns. The account will be reconciled and Willmar will be notified of the final settlement.

Responsibilities

When the boundary limits for Willmar change, it is the responsibility of Willmar to notify and provide the department with the updated boundary information. The department will only update the rate calculator and ZIP Code guide upon receiving this information. Minnesota Statute requires that the department notify vendors of their tax obligations when boundaries change. Vendors not notified will be relieved of liability until notification occurs. The department will not engage in compliance activities for vendors in the new boundary area who have not been formally notified of the change.

If Willmar updates or amends the city ordinance relating to the Willmar tax covered by this agreement, Willmar must provide a draft of the changes to the department for review before it is made final. The department will review the changes to ensure compliance with governing statutes. Willmar will then provide the department with a signed copy of the revised or amended ordinance.

Willmar must provide the department with current contact information annually and advise when any changes occur. This includes, but is not limited to, the contact person, phone number, address, and email.

Willmar will notify the department prior to the 90-day notification requirement for when the tax will end. The department will work with Willmar to project an estimated amount to retain for the reserve fund. This amount retained will allow for adjustments and refunds as mentioned in the "Termination of local tax" section. In the event the Department does not retain enough revenues to cover any adjustments once the tax ends, a bill will be sent for the outstanding amount. See Minnesota Statutes, section 297A.99, subdivision 9.

Effective date

This agreement is effective the day following imposition of the tax and supersedes any previous agreement.

Modifications

Any portion of this agreement may be modified. Modifications must be in writing and signed by the Commissioner of Revenue and an authorized representative of Willmar.

Minnesota Department of Revenue

Signature: _____
Paul Marquart
Commissioner of Revenue

Date: _____

Willmar Representative

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

2024

Local Government Payment Schedule

January						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

	Estimated Payment for December 2023
	Final Payment for December 2023
	Final Payment for November 2023
	Estimated Payment for January 2024
	Final Payment for January 2024

The payment dates are the approximate days the payments will be made. The payments will be made as close to the date listed as possible.

Business returns are due on the 20th of the month. If the 20th falls on a holiday or weekend, the returns are due the next business day.



City Council Action Request

Council Meeting Date:	July 17, 2023	Agenda Item Number:	5.F.
Agenda Section:	Consent Items	Originating Department:	Police Department
Resolution:	Yes	Prepared By:	Leslie Valiant, City Administrator
Ordinance:	No	Presented By:	Jim Felt, Police Chief
Item:	2024 - 2025 Humane Society Agreement		

RECOMMENDED ACTION:

Approve the 2024, 2025 Humane Society Agreement

OVERVIEW:

The City of Willmar has an agreement with the Hawk Creek Humane Society for impounding animals. The Society provides a minimum of 8 dog runs and 8 cat cages for the City of Willmar. The fee charged includes services for food, water, daily exercise, euthanasia and cremation if needed. The previous agreement was for two years, 2022 \$43,747 and 2023 \$44,841.

BUDGETARY/FISCAL ISSUES:

2024 \$46,410

2025 \$48,034

ALTERNATIVES TO CONSIDER:

Re-negotiate the contract proposal.

ATTACHMENTS:

1. Resolution Humane Society Agreement 2024-2025
2. Humane Society DRAFT agreement 2024 - 0225

Resolution No._____

A RESOLUTION APPROVING THE HUMANE SOCIETY AGREEMENT FOR 2024 AND 2025

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 terms with The Humane Society of Kandiyohi and Meeker Counties 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 Society for the terms and consideration of the contract in the amount of \$46,410 for 2024 and \$48,034 for 2025.

Dated this 17th day of July, 2023

Mayor

Attest:

City Clerk

AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2023 by and between THE HUMANE SOCIETY OF KANDIYOHI & MEEKER COUNTIES, a non-profit corporation under the laws of the State of Minnesota, (hereinafter "Society"), and the CITY OF WILLMAR, a municipal corporation under the laws of the State of Minnesota, (hereinafter "City").

WHEREAS, City is desirous of having a responsible party provide impounding of stray animals; and

WHEREAS, Society is desirous of providing such services to City; and

WHEREAS, the parties wish to reduce to writing their agreement for the provision of impounding services by Society to City;

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties hereto as follows:

1. Subject to the terms and conditions of this agreement. Society does hereby agree to provide impounding services of animals brought to it by City.
2. This agreement shall commence January 1, 2024 and shall terminate December 31, 2025, subject to any extensions agreed to by the parties hereto.
3. The fees to be charged by the Humane Society for its services shall be \$46,410 for the 2024 calendar year. The fees charged by the Humane Society for its services shall be \$48,034 for the 2025 calendar year.
 - a. Fees for impounding an animal shall be determined by the Humane Society and paid by the owner of the animal directly to the Humane Society. If the animal is not claimed by the owner, there will be no impounding fee charged to the City.
 - b. The fee charged is to include services for the following: food, water, daily exercise, euthanasia, and cremation if needed.
4. Society agrees that labor to provide any of the services herein agreed to be provided by Society shall be provided by volunteers of Society or by paid employees of Society and there shall be no labor charges to City. The only fees to be charged to City are those enumerated in the preceding paragraph.
5. Society agrees that it will provide a minimum of eight dog runs and eight cat cages and further agrees to use its best efforts to accommodate more than eight dogs and eight cats whenever possible. City acknowledges that the Society will not provide after-hour emergency services and that City must make arrangements with other veterinarian service providers to provide after-hour services.

6. Society agrees that it will be open a minimum of 20 hours for pet owners to recover their pets during the five-day holding period required by city ordinance.
7. Society shall allow an access to the Society's building by the City's Police Department for impounding of animals when the building is not being staffed by Society's employees and volunteers.
8. Society agrees to provide accommodations for the required ten-day rabies observation period. Society will not be responsible for sending invoices to the Department of Health for rabies examinations. Sending of such invoices shall be the responsibility of the treating doctor of veterinary medicine.
9. City agrees to pay the monthly charges incurred for Society's services within 15 working days of receiving an itemized invoice from Society.
10. This agreement contains the entire agreement of the parties hereto and no amendments shall be effective unless in writing and signed by both of the parties hereto.

IN WITNESS WHEREOF, the Agreement has been executed the day and year first above written.

CITY OF WILMAR

By: _____

By: _____

Its: _____

Its: _____

HUMANE SOCIETY OF KANDIYOHI COUNTY

By: _____

Its: _____

Report Selection:

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

INCLUSIONS:

Fund & Account.		thru
Check.. Date.....	06/28/2023	thru 07/12/2023
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															
		68752	07/12/23	GARBAGE SERVICES-JULY	846.00		200/07-23		D	N	01			CLEANING AND WAS	101.43425.0338
		68752	07/12/23	GARBAGE SERVICES-JULY	352.50		213/07-23		D	N	01			CLEANING AND WAS	101.43425.0338
		68752	07/12/23	GARBAGE SERVICES-JULY	129.48		238/07-23		D	N	01			CLEANING AND WAS	101.41408.0338
		68752	07/12/23	GARBAGE SERVICES-JULY	202.64		239/07-23		D	N	01			CLEANING AND WAS	101.43425.0338
					1,530.62	*CHECK	TOTAL								
				VENDOR TOTAL	1,530.62										
ADVANTAGE POLICE SUPPLY 003889															
		68753	07/12/23	CHEMICAL MUNITIONS	3,259.93		23-0244		D	-				SMALL TOOLS	101.42411.0221
AHN/HYUNG JUN 003854															
		68754	07/12/23	LODGING REIM-INTERVIEWEE	193.59		070523		D	N	01			TRAVEL-CONF.-SCH	101.43425.0333
AMAZON CAPITAL SERVICES 003557															
		68755	07/12/23	DELEEUEW-IPHONE CASE	6.73		1J6G-VHP9-Y336		D	-				SMALL TOOLS	101.41409.0221
		68755	07/12/23	EVIDENCE ROOM SUPPLIES	5.99		1RMT-9LPN-F46D		D	-				OFFICE SUPPLIES	101.42411.0220
		68755	07/12/23	SECURITY BOX	39.94		1V4W-FHLD-3P6N		D	-				GENERAL SUPPLIES	101.42411.0229
		68755	07/12/23	MOBLIE COMPUTERS	169.85		11JD-HPP4-YPPV		D	-				OFFICE SUPPLIES	101.42411.0220
		68755	07/12/23	FIRST AID SUPPLIES	111.44		113N-WKP3-FD3L		D	-				GENERAL SUPPLIES	101.42411.0229
		68755	07/12/23	FIBER CABLES FOR WTP	67.13		13H6-XYT7-67MR		D	-				MTCE. OF STRUCTU	101.41409.0225
		68755	07/12/23	MEMORY CARD-TRAIL CAMS	8.20		16XD-WNDW-DRGR		D	-				GENERAL SUPPLIES	101.42411.0229
					409.28	*CHECK	TOTAL								
				VENDOR TOTAL	409.28										
AMERICAN WELDING & GAS I 000057															
		68756	07/12/23	FIRE EXT.-FERRIC ROOM	185.92		09388313		D	-				SMALL TOOLS	651.48484.0221
		68756	07/12/23	CHLORINE PUMP PARTS	253.00		09394282		D	-				MTCE. OF EQUIPME	101.45437.0224
		68756	07/12/23	FIRE EXT REPAIRS	15.91		09395083		D	-				MTCE. OF EQUIPME	101.45437.0224
		68756	07/12/23	WELDING GAS	80.72		09428944		D	-				RENTS	101.43425.0440
					535.55	*CHECK	TOTAL								
				VENDOR TOTAL	535.55										
ANDERSON LAW OFFICES 002954															
		68757	07/12/23	LEGAL SERVICES-JUNE	19,930.33		2352		D	N	01			PROFESSIONAL SER	101.41406.0446
ANDERSON/CALLA-SJEA 003845															
		68758	07/12/23	YTH V-BALL CAMP 6/5-6/	1,034.00		060923		D	-				PROFESSIONAL SER	101.45432.0446
ANTHEM SPORTS, LLC 003822															
		68759	07/12/23	BATTING HELMETS&BALLS	761.19		371190		D	-				GENERAL SUPPLIES	101.45432.0229
		68759	07/12/23	YOUTH FOOTBALLS	1,474.20		371920		D	-				GENERAL SUPPLIES	101.45432.0229
					2,235.39	*CHECK	TOTAL								
				VENDOR TOTAL	2,235.39										
ASMUS/JULIE 001221															
		68760	07/12/23	LEAGUE OF MN CITIES CONF	76.00		062823		D	-				SUBSISTENCE OF P	101.41401.0227
		68760	07/12/23	LEAGUE OF MN CITIES CONF	281.65		062823		D	-				TRAVEL-CONF.-SCH	101.41401.0333
					357.65	*CHECK	TOTAL								
				VENDOR TOTAL	357.65										

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
ASPEN COASTINGS, INC				003886											
		68761	07/12/23	POWDER COATING-RAILING	3,270.50		18905		D	-				FURNITURE AND EQ	450.45432.0552
ASPEN MILLS				003008											
		68762	07/12/23	PASTOR PAUL-UNIFORM PANT	73.66		312238		D	-				SUBSISTENCE OF P	101.42412.0227
ASSOCIATIONS NORTH				000538											
		68763	07/12/23	2024 MEMBERSHIP DUES	329.50		300002998		D	-				PREPAID EXPENSES	208.128000
		68763	07/12/23	2023 MEMBERSHIP DUES	329.50		300002998		D	-				OTHER CHARGES	208.45008.0449
					659.00	*CHECK	TOTAL								
				VENDOR TOTAL	659.00										
ASTECH CORPORATION				000863											
		68764	07/12/23	2023 SEAL COAT PROJE	362,133.73		APPL #1		D	-				MTCE. OF OTHER I	101.43425.0336
AT&T MOBILITY				000075											
		68765	07/12/23	PHONE SERVICE-JUNE	1,455.90		07032023		D	-				COMMUNICATIONS	101.41409.0330
ATOM				003873											
		68766	07/12/23	HECK-BASIC TRAINING	625.00		438		D	-				TRAVEL-CONF.-SCH	101.42411.0333
		68766	07/12/23	SCHAEFBAUER-BASIC TRNG	625.00		438		D	-				TRAVEL-CONF.-SCH	101.42411.0333
		68766	07/12/23	VAN DYKEN-BASIC TRAINING	625.00		445		D	-				TRAVEL-CONF.-SCH	101.42411.0333
					1,875.00	*CHECK	TOTAL								
				VENDOR TOTAL	1,875.00										
B & H				002418											
		68767	07/12/23	CIP IS	8,377.57		213893708		D	-				FURNITURE AND EQ	219.41409.0552
BAKER TILLY MUNICIPAL AD				003482											
		68768	07/12/23	LAKELAND DRIVE TIF DI	10,774.21		BTMA20223		D	-				CONTRACTS	379.47324.0661
		68768	07/12/23	ARBITAGE COMPLIANCE RP	3,100.00		BTMA20462		D	-				PROFESSIONAL SER	397.47100.0446
					13,874.21	*CHECK	TOTAL								
				VENDOR TOTAL	13,874.21										
BANKS/ERIC				003525											
		68769	07/12/23	PARADE CANDY	425.00		0001		D	-				GENERAL SUPPLIES	101.45432.0229
BATTERY WHOLESALE INC				002860											
		68770	07/12/23	SINK BATTERY	19.12		219298WIL		D	-				GENERAL SUPPLIES	651.48484.0229
BERGANKDV				003702											
		68771	07/12/23	TYLER IMPLEMENT ASSIST	400.00		1201440		D	-				SUBSCRIPTIONS AN	219.41409.0443
BERNICK'S PEPSI-COLA CO				000103											
		68772	07/12/23	COFFEE	187.17		I41819		D	-				GENERAL SUPPLIES	101.43425.0229
BOLTON & MENK INC				001010											
		68773	07/12/23	PROF SERVICE 4/1-4/28	13,373.00		0312462		D	-				PROFESSIONAL SER	101.43417.0446
		68773	07/12/23	PROF SERVICE 4/1-4/28/23	123.00		0312462		D	-				PROFESSIONAL SER	421.48453.0446
					13,496.00	*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
BOLTON & MENK INC				001010											
				VENDOR TOTAL	13,496.00										
BOX/KYLE				003733											
		68774	07/12/23	MEALS-LEAGUE OF MN CONF	110.00		070623		D	-				SUBSISTENCE OF P	101.41400.0227
		68774	07/12/23	MILEAGE-LEAGUE MN CONF	277.72		070623		D	-				TRAVEL-CONF.-SCH	101.41400.0333
					387.72	*CHECK	TOTAL								
				VENDOR TOTAL	387.72										
BRAUN INTERTEC CORPORATI				000117											
		68775	07/12/23	CONST. MATERIALS TESTI	1,555.00		B327663		D	-				PROFESSIONAL SER	420.45506.0446
BREDESON/JASON				003887											
		68776	07/12/23	RPR-FROG SLIDE @ DOAC	300.00		233965		D	-				MTCE. OF STRUCTU	101.45437.0335
BREMER BANK				000263											
		68777	07/12/23	2020A GO IMP BOND-INT	7,000.00		071023		D	-				INTEREST	300.47100.0444
		68777	07/12/23	2019A GO IMP BOND-INT	23,954.50		071023		D	-				INTEREST	319.47100.0444
					30,954.50	*CHECK	TOTAL								
				VENDOR TOTAL	30,954.50										
BRYAN ROCK PRODUCTS INC				000030											
		68778	07/12/23	AGRILIME-REC FEILDS	1,319.33		59417		D	-				FURNITURE AND EQ	420.45502.0552
BSE				001980											
		68779	07/12/23	ELECTRICAL PARTS	41.15		926521505		D	-				MTCE. OF STRUCTU	101.45433.0225
		68779	07/12/23	CHLORINE PUMP PARTS	315.39		926527063		D	-				MTCE. OF EQUIPME	101.45437.0224
					356.54	*CHECK	TOTAL								
				VENDOR TOTAL	356.54										
C & D GRANITE LLC				003865											
		68780	07/12/23	GRANITE-COUNTER TOP	428.50		117395		D	-				MTCE. OF STRUCTU	101.42412.0225
CARD SERVICES				002552											
		68781	07/12/23	CONCESSION SUPPLIES	29.59		060910		D	-				GENERAL SUPPLIES	101.45433.0229
CARRANZA/NOE				002547											
		68782	07/12/23	INTERVIEW 05/21/23	210.00		52		D	N	01			PROFESSIONAL SER	101.42411.0446
		68782	07/12/23	INTERVIEW 05/31/23	140.00		55		D	-				PROFESSIONAL SER	101.42411.0446
		68782	07/12/23	INTERVIEW 06/24/23	140.00		67		D	N	01			PROFESSIONAL SER	101.42411.0446
					490.00	*CHECK	TOTAL								
				VENDOR TOTAL	490.00										
CENTERPOINT ENERGY				000467											
		489	07/06/23	NATURAL GAS-JUNE	65.71		STMT/06-23		M	-				UTILITIES	101.41408.0332
		489	07/06/23	NATURAL GAS-JUNE	76.98		STMT/06-23		M	-				UTILITIES	101.42412.0332
		489	07/06/23	NATURAL GAS-JUNE	225.66		STMT/06-23		M	-				UTILITIES	101.43425.0332
		489	07/06/23	NATURAL GAS-JUNE	28.05		STMT/06-23		M	-				UTILITIES	101.45001.0332
		489	07/06/23	NATURAL GAS-JUNE	16.19		STMT/06-23		M	-				UTILITIES	101.45427.0332
		489	07/06/23	NATURAL GAS-JUNE	1,159.52		STMT/06-23		M	-				UTILITIES	101.45437.0332

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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
CENTERPOINT ENERGY				000467											
	489	07/06/23		NATURAL GAS-JUNE	29.86		STMT/06-23		M	-				UTILITIES	230.43430.0332
	489	07/06/23		NATURAL GAS-JUNE	745.04		STMT/06-23		M	-				UTILITIES	651.48484.0332
	489	07/06/23		NATURAL GAS-JUNE	26.00		STMT/06-23		M	-				UTILITIES	651.48485.0332
	489	07/06/23		NATURAL GAS-JUNE	26.00		STMT/06-23		M	-				UTILITIES	651.48485.0332
					2,399.01										
				VENDOR TOTAL	2,399.01		*CHECK TOTAL								
CENTRAL LAKES MENTAL HEA				003851											
	68783	07/12/23		WPD CRITICAL INCIDENT	1,120.00		070323		D	-				PROFESSIONAL SER	101.42411.0446
CENTRAL TIRE AND AUTO IN				000150											
	68784	07/12/23		#154576 DIAG LOW POWER	1,126.72		93214		D	-				INVENTORIES-MDSE	101.125000
	68784	07/12/23		#163717 TIRES	1,920.00		93218		D	-				INVENTORIES-MDSE	101.125000
					3,046.72										
				VENDOR TOTAL	3,046.72		*CHECK TOTAL								
CENTURY COLLEGE				003883											
	68785	07/12/23		VENTILATION TACTICS TRNG	795.00		00769035		D	-				TRAVEL-CONF.-SCH	101.42412.0333
CHAMBERLAIN OIL CO				000154											
	68786	07/12/23		GREASE	990.96		439952-00		D	-				MOTOR FUELS AND	651.48484.0222
	68786	07/12/23		GLOVES	250.00		439952-00		D	-				SUBSISTENCE OF P	651.48484.0227
					1,240.96										
				VENDOR TOTAL	1,240.96		*CHECK TOTAL								
CHARTER COMMUNICATIONS				000736											
	68787	07/12/23		PHONE SERVICE-JUNE	2,710.85		0009126062223		D	-				COMMUNICATIONS	101.41409.0330
CITY LINE TOWING				003708											
	68788	07/12/23		TOWING CHARGES	320.00		23-03617		D	-				OTHER SERVICES	101.42411.0339
	68788	07/12/23		TOWING CHARGES	90.00		23-03648		D	-				OTHER SERVICES	101.42411.0339
					410.00										
				VENDOR TOTAL	410.00		*CHECK TOTAL								
CLARKE MOSQUITO CONTROL				002157											
	68789	07/12/23		MOSQUITO CNTL CHEMICA	11,740.30		5105298		D	-				GENERAL SUPPLIES	101.43425.0229
CONCORDE BANK				002887											
	68790	07/12/23		2016A GO IMP BOND-INT	537.50		071023		D	-				INTEREST	316.47100.0444
	68790	07/12/23		2019A GO IMP BOND-INT	747.50		071023		D	-				INTEREST	319.47100.0444
	68790	07/12/23		2017A GO IMP BOND-INT	2,193.75		071023		D	-				INTEREST	397.47100.0444
					3,478.75										
				VENDOR TOTAL	3,478.75		*CHECK TOTAL								
COORDINATED BUSINESS SYS				003677											
	68791	07/12/23		MANAGES PRINT SERVICES	115.81		INV307595		D	-				OFFICE SUPPLIES	208.45005.0220

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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
CROW CHEMICAL & LIGHTING 000186															
		68792	07/12/23	CLEANING SUPPLIES	37.25		124617		D	-				GENERAL SUPPLIES	101.43425.0229
		68792	07/12/23	CLEANING SUPPLIES	337.70		124658		D	-				GENERAL SUPPLIES	651.48484.0229
		68792	07/12/23	CLEANING SUPPLIES	74.85		124697		D	-				GENERAL SUPPLIES	101.43425.0229
		68792	07/12/23	CLEANING SUPPLIES	123.50		124719		D	-				GENERAL SUPPLIES	101.43425.0229
		68792	07/12/23	CLEANING SUPPLIES	634.75		124720		D	-				GENERAL SUPPLIES	101.43425.0229
					1,208.05	*CHECK	TOTAL								
				VENDOR TOTAL	1,208.05										
CROW RIVER CONSTRUCTION 003260															
		68793	07/12/23	EMERGENCY FORE MAIN RP	5,183.74		5575		D	-				MTCE. OF OTHER I	651.48485.0336
CROW RIVER READY MIX 003648															
		68794	07/12/23	DUST CONTROL	3,383.38		5569		D	-				MTCE. OF OTHER I	101.43425.0336
DEPT OF HUMAN SERVICES 002914															
		68795	07/12/23	ECPN PAYMENT-AUGUST	18,378.16		00000740194		D	-				OTHER CHARGES	101.41428.0449
DESIGN ELECTRIC INC 000203															
		68796	07/12/23	2 PED POLES-CROSSWALKS	1,417.48		19593		D	-				MTCE. OF OTHER I	101.43417.0226
		68796	07/12/23	RPL-SIGNAL CABINET B7	39,870.00		23406-2		D	-				MTCE. OF OTHER I	101.43417.0336
					41,287.48	*CHECK	TOTAL								
				VENDOR TOTAL	41,287.48										
DIGITAL COMBUSTION INC 003888															
		68797	07/12/23	SOFTWARE PACKAGES	1,014.00		70523		D	-				TRAVEL-CONF.-SCH	101.42412.0333
DOOLEY'S PETROLEUM INC 000212															
		68798	07/12/23	PLANT GAS	553.58		493261		D	-				MOTOR FUELS AND	651.48484.0222
DUININCK INC 000222															
		68799	07/12/23	GRAVEL	386.59		554905		D	-				MTCE. OF OTHER I	101.43425.0226
		68799	07/12/23	ASPHALT	1,143.47		555022		D	-				MTCE. OF OTHER I	101.43425.0226
		68799	07/12/23	ASPHALT	2,202.13		555243		D	-				MTCE. OF OTHER I	101.43425.0226
		68799	07/12/23	ASPHALT	1,100.00		555382		D	-				MTCE. OF OTHER I	101.43425.0226
		68799	07/12/23	ASPHALT	2,422.85		555389		D	-				MTCE. OF OTHER I	101.43425.0226
		68799	07/12/23	ASPHALT	2,539.15		555548		D	-				MTCE. OF OTHER I	101.43425.0226
					9,794.19	*CHECK	TOTAL								
				VENDOR TOTAL	9,794.19										
ED'S SERVICE CENTER & SA 000231															
		68800	07/12/23	TOWING CHARGES	160.00		145355		D	-				OTHER SERVICES	101.42411.0339
		68800	07/12/23	TOWING CHARGES	500.00		145596		D	-				OTHER SERVICES	101.42411.0339
		68800	07/12/23	TOWING CHARGES	240.00		145656		D	-				OTHER SERVICES	101.42411.0339
		68800	07/12/23	TOWING CHARGES	187.50		145657		D	-				OTHER SERVICES	101.42411.0339
					1,087.50	*CHECK	TOTAL								
				VENDOR TOTAL	1,087.50										

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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
ELECTRIC PUMP INC 000788		68801	07/12/23	17TH&ELLA REPAIR	1,424.00		0076145-IN		D	-				MTCE. OF EQUIPME	651.48485.0334
		68801	07/12/23	L.S REPAIR PARTS	886.95		0076170-IN		D	-				MTCE. OF EQUIPME	651.48485.0224
		68801	07/12/23	L.S REPAIR LABOR	2,511.50		0076170-IN		D	-				MTCE. OF EQUIPME	651.48485.0334
					4,822.45	*CHECK	TOTAL								
VENDOR TOTAL					4,822.45										
EMERGENCY SERVICES MARKE 003743		68802	07/12/23	2024 SUBSCR. PAGING APP	177.92		23-40805		D	-				PREPAID EXPENSES	101.128000
		68802	07/12/23	2023 SUBSCR. PAGING APP	127.08		23-40805		D	-				SUBSCRIPTIONS AN	101.42411.0443
					305.00	*CHECK	TOTAL								
VENDOR TOTAL					305.00										
ENVIRONMENTAL TOXICITY C 002286		68803	07/12/23	LAB TESTING	975.00		E000079		D	-				PROFESSIONAL SER	651.48484.0446
FARM-RITE EQUIPMENT 003002		68804	07/12/23	#163318 FILTERS	178.97		P45386		D	-				INVENTORIES-MDSE	101.125000
		68804	07/12/23	MOWER PARTS	737.18		P45475		D	-				MTCE. OF EQUIPME	101.45433.0224
					916.15	*CHECK	TOTAL								
VENDOR TOTAL					916.15										
FENSKE/WILLIAM 003841		68805	07/12/23	INTERM F.D 6/19-6/30/2	6,851.25		23-050523		D	-				PROFESSIONAL SER	101.41405.0446
FILEONQ 003814		68806	07/12/23	2024 EVIDENCE SFTWRE S	3,750.00		11036		D	-				PREPAID EXPENSES	101.128000
		68806	07/12/23	2023 EVIDENCE SFTWRE S	3,750.00		11036		D	-				SUBSCRIPTIONS AN	101.42411.0443
					7,500.00	*CHECK	TOTAL								
VENDOR TOTAL					7,500.00										
FLATTEN/CHRISTOPHER 002647		68807	07/12/23	MENTORING&COACHING TRNG	82.00		061523		D	-				TRAVEL-CONF.-SCH	101.42411.0333
FLEETPRIDE 002973		68808	07/12/23	FILTERS	23.26		108502241		D	-				INVENTORIES-MDSE	101.125000
		68808	07/12/23	FILTER	4.40		108532591		D	-				INVENTORIES-MDSE	101.125000
		68808	07/12/23	FILTERS	188.07		108592254		D	-				INVENTORIES-MDSE	101.125000
		68808	07/12/23	FILTERS	32.51		108700269		D	-				INVENTORIES-MDSE	101.125000
		68808	07/12/23	FILTERS	40.30		108853235		D	-				INVENTORIES-MDSE	101.125000
		68808	07/12/23	FILTERS	145.34		108929071		D	-				INVENTORIES-MDSE	101.125000
		68808	07/12/23	FILTERS	27.06		108934048		D	-				INVENTORIES-MDSE	101.125000
		68808	07/12/23	FILTERS	30.54		108938327		D	-				INVENTORIES-MDSE	101.125000
					491.48	*CHECK	TOTAL								
VENDOR TOTAL					491.48										
FORUM COMMUNICATIONS COM 002269		68809	07/12/23	NOH REQUEST FOR MAYOR	46.60		I2023.00050775		D	-				PRINTING AND PUB	101.41402.0331

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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
FORUM COMMUNICATIONS COM				002269											
	68809	07/12/23		NOTICE OF HEARING ON REQ	59.92		I2023.00050776		D	-				PRINTING AND PUB	101.41402.0331
	68809	07/12/23		SUMMARY PUBLICATION	39.94		I2023.00050777		D	-				PRINTING AND PUB	101.41401.0331
	68809	07/12/23		PURSUANT TO ACTION	114.84		I2023.00050778		D	-				PRINTING AND PUB	101.41401.0331
	68809	07/12/23		ORD AMENDING ORD NO 1060	48.26		I2023.00050779		D	-				PRINTING AND PUB	101.41401.0331
	68809	07/12/23		SUMMARY PARKING REQUIRE	51.60		I2023.00050780		D	-				PRINTING AND PUB	101.41401.0331
	68809	07/12/23		NOTICE OF HEARING ON REQ	74.90		I2023.00050781		D	-				PRINTING AND PUB	101.41402.0331
	68809	07/12/23		NOTICE OF HEARING ON REQ	63.24		I2023.00050782		D	-				PRINTING AND PUB	101.41402.0331
	68809	07/12/23		ORD NO 1499 AN ORD AUTHO	103.20		I2023.00050783		D	-				PRINTING AND PUB	101.41401.0331
	68809	07/12/23		SUMMARY PUBLICATION	36.62		I2023.00050784		D	-				PRINTING AND PUB	101.41401.0331
	68809	07/12/23		SUMMARY PUBLICATION	39.94		I2023.00050785		D	-				PRINTING AND PUB	101.41401.0331
					679.06										
				VENDOR TOTAL	679.06										
							*CHECK TOTAL								
FRAMEWORK INC				003459											
	68810	07/12/23		WEBSITE UPDATES	262.50		002962		D	-				COMMUNICATIONS	208.45005.0330
GENERAL MAILING SERVICES				000293											
	68811	07/12/23		POSTAGE 06/05-06/09/23	27.83		66622		D	-				POSTAGE	101.41402.0223
	68811	07/12/23		POSTAGE 06/05-06/09/23	2.29		66622		D	-				POSTAGE	101.41403.0223
	68811	07/12/23		POSTAGE 06/05-06/09/23	107.64		66622		D	-				POSTAGE	101.41405.0223
	68811	07/12/23		POSTAGE 06/05-06/09/23	20.00		66622		D	-				POSTAGE	101.41408.0223
	68811	07/12/23		POSTAGE 06/05-06/09/23	0.78		66622		D	-				POSTAGE	101.42412.0223
	68811	07/12/23		POSTAGE 06/05-06/09/23	75.28		66622		D	-				POSTAGE	101.43425.0223
	68811	07/12/23		POSTAGE 06/05-06/09/23	0.78		66622		D	-				POSTAGE	101.45432.0223
	68811	07/12/23		POSTAGE 06/12-06/16/23	1.12		66665		D	-				POSTAGE	101.41400.0223
	68811	07/12/23		POSTAGE 06/12-06/16/23	17.94		66665		D	-				POSTAGE	101.41402.0223
	68811	07/12/23		POSTAGE 06/12-06/16/23	10.13		66665		D	-				POSTAGE	101.41403.0223
	68811	07/12/23		POSTAGE 06/12-06/16/23	3.12		66665		D	-				POSTAGE	101.41405.0223
	68811	07/12/23		POSTAGE 06/12-06/16/23	20.00		66665		D	-				POSTAGE	101.41408.0223
	68811	07/12/23		POSTAGE 06/12-06/16/23	8.58		66665		D	-				POSTAGE	101.42412.0223
	68811	07/12/23		POSTAGE 06/12-06/16/23	10.19		66665		D	-				POSTAGE	101.43425.0223
	68811	07/12/23		POSTAGE	63.60		66799		D	-				POSTAGE	101.42411.0223
	68811	07/12/23		POSTAGE-JUNE	59.12		66800		D	-				POSTAGE	208.45006.0223
	68811	07/12/23		POSTAGE-JUNE	5.42		66872		D	-				POSTAGE	208.45006.0223
	68811	07/12/23		POSTAGE-JUNE	10.55		66873		D	-				POSTAGE	208.45006.0223
					444.37										
				VENDOR TOTAL	444.37										
							*CHECK TOTAL								
GONZALEZ/WILLIE				003871											
	68812	07/12/23		LODGING-MAIN ST CONF	287.36		062923		D	-				TRAVEL-CONF.-SCH	235.41402.0333
	68812	07/12/23		MAIN ST CONFERENCE	100.00		062923		D	-				TRAVEL-CONF.-SCH	235.41402.0333
					387.36										
				VENDOR TOTAL	387.36										
							*CHECK TOTAL								
GRAINGER INC				000786											
	68813	07/12/23		VACCUM HEAD	393.26		9691282959		D	-				SMALL TOOLS	101.45432.0221
	68813	07/12/23		LAB COOLER	16.44		9740778262		D	-				SMALL TOOLS	651.48484.0221

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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
GRAINGER INC 000786		68813	07/12/23	HOSE	251.28		9753133306		D	-				GENERAL SUPPLIES	651.48484.0229
		68813	07/12/23	LADDERTAG KIT	192.42		9753275545		D	-				SUBSISTENCE OF P	651.48484.0227
					853.40	*CHECK	TOTAL								
				VENDOR TOTAL	853.40										
GREENSPRING MEDIA GROUP 001504		68814	07/12/23	MN MONTHLY AD	1,150.00		2023-52210		D	-				ADVERTISING	208.45006.0447
		68814	07/12/23	MN MONTHLY AD	1,150.00		2023-52210		D	-				OTHER CHARGES	208.45010.0449
					2,300.00	*CHECK	TOTAL								
				VENDOR TOTAL	2,300.00										
HACH COMPANY 000316		68815	07/12/23	D.O CAPS REPLACEMENT	1,078.00		13622736		D	-				MTCE. OF EQUIPME	651.48484.0224
		68815	07/12/23	D.O PROBE'S	6,042.00		13632405		D	-				MTCE. OF EQUIPME	651.48484.0224
					7,120.00	*CHECK	TOTAL								
				VENDOR TOTAL	7,120.00										
HAUG IMPLEMENT CO - JOHN 000324		68816	07/12/23	#217810 HYD HOSE	412.69		457121		D	-				INVENTORIES-MDSE	101.125000
HAUG-KUBOTA LLC 002609		68817	07/12/23	LAWN MOWER PIN	42.00		22255		D	-				MTCE. OF EQUIPME	651.48484.0224
		68817	07/12/23	#234680 TIE ROD	159.19		22273		D	-				INVENTORIES-MDSE	101.125000
					201.19	*CHECK	TOTAL								
				VENDOR TOTAL	201.19										
HAWKINS INC 000325		68818	07/12/23	FERRIC CHLORIDE	12,228.78		6506299		D	-				GENERAL SUPPLIES	651.48484.0229
		68818	07/12/23	FERRIC CHLORIDE	12,239.75		6516721		D	-				GENERAL SUPPLIES	651.48484.0229
					24,468.53	*CHECK	TOTAL								
				VENDOR TOTAL	24,468.53										
HAYNES WINDOW CLEANING S 000327		68819	07/12/23	WINDOW CLEANING	96.00		36339		D	-				CLEANING AND WAS	101.45001.0338
HEGLUND CATERING 002036		68820	07/12/23	11/01/22 COUNCIL WRK SES	291.26		14511		D	-				SUBSISTENCE OF P	101.41401.0227
HELGESON/JOSHUA 002616		68821	07/12/23	LODGING-TRAINING	130.73		061223		D	-				TRAVEL-CONF.-SCH	101.42411.0333
HENRY SCHEIN, INC 003874		68822	07/12/23	BP CUFFS FOR TRT	41.62		42458356		D	-				SUBSISTENCE OF P	101.42412.0227
HIGH POINT NETWORKS INC 002299		68823	07/12/23	FIREWALL&EMAIL SECURIT	2,283.25		228832		D	-				SUBSCRIPTIONS AN	101.41409.0443
		68823	07/12/23	PD FILE STORAGE	259.00		228832		D	-				LICENSES AND TAX	101.41409.0445
					2,542.25	*CHECK	TOTAL								
				VENDOR TOTAL	2,542.25										

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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
HILLYARD\HUTCHINSON				000333											
		68824	07/12/23	CLEANING SUPPLIES	793.64		605149488		D	-				CLEANING AND WAS	101.45433.0228
HOME STATE BANK				003067											
		68825	07/12/23	2020A GO IMP BOND-INT	2,327.50		071023		D	-				INTEREST	300.47100.0444
		68825	07/12/23	2016A GO IMP BOND-INT	2,712.50		071023		D	-				INTEREST	316.47100.0444
		68825	07/12/23	2019A GO IMP BOND-INT	3,300.50		071023		D	-				INTEREST	319.47100.0444
					8,340.50	*CHECK	TOTAL								
				VENDOR TOTAL	8,340.50										
HORIZON COMMERCIAL POOL				003075											
		68826	07/12/23	POOL CHEMICALS	710.10		INV42753		D	-				GENERAL SUPPLIES	101.45437.0229
		68826	07/12/23	POOL CHEMICALS	8,403.66		INV42754		D	-				GENERAL SUPPLIES	101.45437.0229
					9,113.76	*CHECK	TOTAL								
				VENDOR TOTAL	9,113.76										
HOUR MEDIA				002697											
		68827	07/12/23	AAA LIVING JUNE-AUG	437.50		6-23-AAA1162		D	-				ADVERTISING	208.45006.0447
		68827	07/12/23	AAA LIVING JUNE-AUG	437.50		6-23-AAA1162		D	-				OTHER CHARGES	208.45010.0449
					875.00	*CHECK	TOTAL								
				VENDOR TOTAL	875.00										
HUMANE SOCIETY OF KANDIY				002110											
		68828	07/12/23	YOGA GOAT EVENT	230.00		103		D	-				PROFESSIONAL SER	101.45435.0446
		68828	07/12/23	ANIMAL CARE SERV-2ND	11,210.25		50144		D	-				OTHER SERVICES	101.42411.0339
					11,440.25	*CHECK	TOTAL								
				VENDOR TOTAL	11,440.25										
I.M.S				003862											
		68829	07/12/23	DRILL BIT SET	425.00		57167A		D	-				SMALL TOOLS	651.48484.0221
IN CONTROL INC				002486											
		68830	07/12/23	RPR-DITCH PROBE	665.00		S-INV00704		D	-				MTCE. OF EQUIPME	651.48484.0334
INNOVATIVE OFFICE SOLUTI				003023											
		68831	07/12/23	NAME BADGE SUPPLIES	77.43		IN4226183		D	-				OTHER CHARGES	208.45008.0449
		68831	07/12/23	OFFICE SUPPLIES	139.84		IN4230749		D	-				OFFICE SUPPLIES	101.45432.0220
		68831	07/12/23	OFFICE SUPPLIES	141.95		IN4244689		D	-				OFFICE SUPPLIES	101.41410.0220
					359.22	*CHECK	TOTAL								
				VENDOR TOTAL	359.22										
INSPECTRON INC				003725											
		68832	07/12/23	INSPECTIONS-STATE PRJ	7,393.98		2022-460		D	-				PROFESSIONAL SER	101.41402.0446
JOHANNECK WTR CONDITIONI				003355											
		68833	07/12/23	COOLER RENTAL	1.00		CR1711-3-143		D	-				RENTS	651.48484.0440
		68833	07/12/23	COOLER RENTAL	2.00		CR1711-3-155		D	-				RENTS	651.48484.0440
		68833	07/12/23	COOLER RENTAL	46.00		ER1801-3-066		D	-				RENTS	101.41408.0440

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JOHANNECK WTR CONDITIONI				003355											
	68833	07/12/23	DRINKING	WATER	34.00		108271		D	-				GENERAL SUPPLIES	651.48484.0229
	68833	07/12/23	DRINKING	WATER	40.00		108517		D	-				GENERAL SUPPLIES	651.48484.0229
	68833	07/12/23	DRINKING	WATER	16.00		108587		D	-				GENERAL SUPPLIES	651.48484.0229
	68833	07/12/23	DRINKING	WATER	16.00		108732		D	-				GENERAL SUPPLIES	651.48484.0229
	68833	07/12/23	DRINKING	WATER	46.00		109099		D	-				GENERAL SUPPLIES	651.48484.0229
	68833	07/12/23	DRINKING	WATER	16.00		109101		D	-				GENERAL SUPPLIES	651.48484.0229
	68833	07/12/23	DRINKING	WATER	22.00		109400		D	-				GENERAL SUPPLIES	651.48484.0229
					239.00										
				VENDOR TOTAL	239.00										
							*CHECK TOTAL								
KANDI STEEL AND FAB				000867											
	68834	07/12/23	HOSE RACK	STEEL	141.80		5369		D	-				GENERAL SUPPLIES	651.48485.0229
	68834	07/12/23	STEEL-BENCHES		112.50		5370		D	-				GENERAL SUPPLIES	101.43425.0229
					254.30										
				VENDOR TOTAL	254.30										
							*CHECK TOTAL								
KANDIYOHI CO & CITY OF W				001465											
	68835	07/12/23	BNSF CERT-INDUSTRIAL		12,040.00		070323		D	-				PROFESSIONAL SER	205.41402.0446
	68835	07/12/23	NEXYST SITE SURVEY		2,196.25		070323		D	-				PROFESSIONAL SER	205.41402.0446
	68835	07/12/23	CHILD CARE ECON DEV		100,000.00		070323		D	-				SUBSCRIPTIONS AN	219.41409.0443
					114,236.25										
				VENDOR TOTAL	114,236.25										
							*CHECK TOTAL								
KANDIYOHI CO AUDITOR				000376											
	68836	07/12/23	LANDFILL CHARGES-MAY		18.24		493264		D	-				CLEANING AND WAS	101.43425.0228
	68836	07/12/23	LANDFILL CHARGES-MAY		105.37		494058		D	-				CLEANING AND WAS	101.41402.0338
	68836	07/12/23	LANDFILL CHARGES-MAY		126.26		494267		D	-				CLEANING AND WAS	101.41402.0338
	68836	07/12/23	LANDFILL CHARGES-MAY		116.76		494268		D	-				CLEANING AND WAS	101.41402.0338
	68836	07/12/23	LANDFILL CHARGES-MAY		21.00		494448		D	-				CLEANING AND WAS	101.41402.0338
	68836	07/12/23	LANDFILL CHARGES-MAY		49.00		494449		D	-				CLEANING AND WAS	101.42411.0228
	68836	07/12/23	LANDFILL CHARGES-MAY		133.00		494450		D	-				CLEANING AND WAS	101.43425.0228
	68836	07/12/23	LANDFILL CHARGES-MAY		36.00		494451		D	-				CLEANING AND WAS	101.43425.0228
					605.63										
				VENDOR TOTAL	605.63										
							*CHECK TOTAL								
KANDIYOHI CO HISTORICAL				001642											
	68837	07/12/23	2023 MEMBERSHIP DUES		100.00		4		D	-				SUBSCRIPTIONS AN	208.45005.0443
KANDIYOHI CO RECORDER'S				000382											
	68838	07/12/23	RECORDING FEES		6.00		4072527		D	-				OTHER SERVICES	101.41402.0339
	68838	07/12/23	RECORDING FEES		5.00		4072542		D	-				OTHER SERVICES	101.41402.0339
					11.00										
				VENDOR TOTAL	11.00										
							*CHECK TOTAL								
KANDIYOHI CO TREASURER				000385											
	68839	07/12/23	#24-1220-LICENSE		42.00		062923		D	-				LICENSES AND TAX	101.43425.0445
	68839	07/12/23	#24-1220-TAX		3,568.50		062923		D	-				MACHINERY AND AU	450.43425.0553
					3,610.50										
				VENDOR TOTAL	3,610.50										
							*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
KANSAS CITY SPORTS, LLC 003863		68840	07/12/23	REPLACEMENT-PITCH MOUN	2,628.00		5429		D	-				MTCE. OF OTHER I	101.45432.0226
		68840	07/12/23	REPLACEMENT-PITCH MOUN	2,628.00		5429		D	-				MTCE. OF OTHER I	899.45432.0226
					5,256.00	*CHECK	TOTAL								
				VENDOR TOTAL	5,256.00										
KELLEN/JOHN 003882		68841	07/12/23	STUDI MASTER CONTROL	125.00		070623		D	-				PROFESSIONAL SER	101.45001.0446
		68841	07/12/23	STUDIO MASTER CONTROL	125.00		070623		D	-				PROFESSIONAL SER	101.45001.0446
					250.00	*CHECK	TOTAL								
				VENDOR TOTAL	250.00										
KENNEDY & GRAVEN, CHARTE 002520		68842	07/12/23	FIBER BROADBAND PROJ	6,066.00		WL300-00046		D	-				PROFESSIONAL SER	205.41402.0446
KENSINGTON BANK 003068		68843	07/12/23	2020A GO IMP BOND-INT	2,327.50		071023		D	-				INTEREST	300.47100.0444
		68843	07/12/23	2016A GO IMP BOND-INT	2,712.50		071023		D	-				INTEREST	316.47100.0444
		68843	07/12/23	2019A GO IMP BOND-INT	4,186.00		071023		D	-				INTEREST	319.47100.0444
		68843	07/12/23	2017A GO IMP BOND-INT	3,201.25		071023		D	-				INTEREST	397.47100.0444
					12,427.25	*CHECK	TOTAL								
				VENDOR TOTAL	12,427.25										
KING'S ELECTRIC LLC 003138		68844	07/12/23	CHECKED ELEC WRK	240.00		2520		D	N	01			MTCE. OF EQUIPME	651.48485.0334
		68844	07/12/23	MOUNT GAS METER-PARTS	309.56		2527		D	N	01			MTCE. OF EQUIPME	651.48484.0224
		68844	07/12/23	MOUNT GAS METER-LABOR	907.50		2527		D	N	01			MTCE. OF EQUIPME	651.48484.0334
					1,457.06	*CHECK	TOTAL								
				VENDOR TOTAL	1,457.06										
KNUDSEN/BEV 003881		68845	07/12/23	ANNOUNCER WRK	125.00		070623		D	-				PROFESSIONAL SER	101.45001.0446
KOTZENMACHER/STEVE 003876		68846	07/12/23	SAFETY BOOTS	242.24		071223		D	-				SUBSISTENCE OF P	101.43425.0227
LAKE REGION BANK 002886		68847	07/12/23	2020A GO IMP BOND-INT	2,327.50		071023		D	-				INTEREST	300.47100.0444
		68847	07/12/23	2016A GO IMP BOND-INT	2,700.00		071023		D	-				INTEREST	316.47100.0444
		68847	07/12/23	2019A GO IMP BOND-INT	4,186.00		071023		D	-				INTEREST	319.47100.0444
		68847	07/12/23	2017A GO IMP BOND-INT	4,257.50		071023		D	-				INTEREST	397.47100.0444
					13,471.00	*CHECK	TOTAL								
				VENDOR TOTAL	13,471.00										
LANDWEHR CONSTRUCTION 001637		68848	07/12/23	EPITOPIX SANITARY SE	167,900.78		APPL #4		D	-				MTCE. OF OTHER I	405.41402.0336
LIEBL/JEFFREY 003129		68849	07/12/23	MENTORING&COACHING TRNG	82.00		061523		D	-				TRAVEL-CONF.-SCH	101.42411.0333

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
LITZAU FARM DRAINAGE INC 003891	68850	07/12/23	WASHOUTS REPAIR	1,305.00		6245		D	-				MTCE. OF OTHER I	101.43418.0336
LIVINGOOD/ROSS 002380	68851	07/12/23	SHOOTER TRAINING	98.40		062923		D	-				SUBSISTENCE OF P	101.42411.0227
LOFFLER COMPANIES 002593	68852	07/12/23	CONTRACT USAGE-JUNE	236.41		4407389		D	-				MTCE. OF EQUIPME	101.41405.0334
LUMICHRON 003884	68853	07/12/23	DOUBLE-FACE POST CLOCK	8,583.25		128031C		D	-				MTCE. OF OTHER I	235.41402.0336
M-R SIGN CO INC 000424	68854	07/12/23	STREET SIGNS	118.50		220210		D	-				MTCE. OF OTHER I	101.43425.0226
MACQUEEN EQUIPMENT INC 000427	68855	07/12/23	SCBA PARTS	59.21		P16685		D	-				MTCE. OF EQUIPME	101.42412.0224
	68855	07/12/23	HELMETS	130.04		P17249		D	-				SUBSISTENCE OF P	101.42412.0227
	68855	07/12/23	HELMETS	70.02		P17305		D	-				SUBSISTENCE OF P	101.42412.0227
				259.27	*CHECK	TOTAL								
			VENDOR TOTAL	259.27										
MARC 000435	68856	07/12/23	HAND CLEANER	109.12		0793581-IN		D	-				GENERAL SUPPLIES	101.43425.0229
MARCO TECHNOLOGIES LLC 000437	68857	07/12/23	SHERDDING SERVICE	52.50		INV11356313		D	-				PROFESSIONAL SER	101.41403.0446
MARCO TECHNOLOGIES LLC 001838	68858	07/12/23	500-0565502-000-JULY	172.95		504457292		D	-				SUBSCRIPTIONS AN	101.41409.0443
	68858	07/12/23	500-0611665-000-JULY	171.87		504832601		D	-				SUBSCRIPTIONS AN	101.41409.0443
	68858	07/12/23	500-0623211-000-JULY	195.72		504832981		D	-				SUBSCRIPTIONS AN	101.41409.0443
				540.54	*CHECK	TOTAL								
			VENDOR TOTAL	540.54										
MARTIN/SKYLAR .03304	68859	07/12/23	YOGA&BLOCK PARTY HELP	30.00		107		D	-				PROFESSIONAL SER	101.45435.0446
MAVERICK DRONE SYSTEMS 003601	68860	07/12/23	DRONE-MAVIC 3 ENTERPRI	8,663.30		1066		D	-				SMALL TOOLS	101.42411.0221
MCMaster-CARR SUPPLY CO 000446	68861	07/12/23	RUBBER BOOTS-CHAIRS	2,078.76		99627383		D	-				MTCE. OF EQUIPME	101.45433.0224
MEDWEST REGIONAL 003875	68862	07/12/23	MASCHINO-DRUG SAMPLE TST	215.00		20230620		D	-				PROFESSIONAL SER	101.42411.0446
MENARDS 000449	68863	07/12/23	HYDRANT PAINTING SUPP	62.46		58719		D	-				MTCE. OF OTHER I	101.42412.0226
	68863	07/12/23	HYDRANT PAINTING SUPP	36.98CR		58719		D	-				MTCE. OF OTHER I	101.42412.0226

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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
MENARDS				000449											
	68863	07/12/23		FIRE HYDRANT PAINT	140.91		58897		D	-				MTCE. OF OTHER I	101.42412.0226
	68863	07/12/23		SELVING PARK SUPPLIES	52.42		59571		D	-				OTHER SERVICES	811.45432.0339
	68863	07/12/23		SHOVELS/HITCH/STRAPS	199.91		59642		D	-				SMALL TOOLS	101.45433.0221
	68863	07/12/23		SPRAYER PARTS	34.54		59719		D	-				MTCE. OF EQUIPME	101.43425.0224
	68863	07/12/23		WATERLINE RPR-ORANGE CON	81.25		59733		D	-				MTCE. OF STRUCTU	101.43425.0225
	68863	07/12/23		SMALL TOOLS	53.45		59754		D	-				SMALL TOOLS	101.45432.0221
	68863	07/12/23		WATER VALVE BOXES	119.96		59795		D	-				GENERAL SUPPLIES	101.43425.0229
	68863	07/12/23		PVC-BALL FIELDS	64.90		59799		D	-				MTCE. OF STRUCTU	101.45432.0225
	68863	07/12/23		PARTS-CONCESSION STANDS	17.03		59805		D	-				MTCE. OF STRUCTU	101.45432.0225
	68863	07/12/23		BALL MOUNT&HITCH PIN	38.69		59806		D	-				GENERAL SUPPLIES	101.43425.0229
	68863	07/12/23		PLUMBING&ELECTRICAL PRTS	99.57		59813		D	-				MTCE. OF STRUCTU	101.43425.0225
	68863	07/12/23		BATTERY RECYCLE DEPOSIT	10.00CR		59916		D	-				GENERAL SUPPLIES	651.48484.0229
	68863	07/12/23		BATTERY	144.99		59916		D	-				GENERAL SUPPLIES	651.48486.0229
	68863	07/12/23		HITCH PINS	22.45		60061		D	-				GENERAL SUPPLIES	101.43425.0229
	68863	07/12/23		MARKING PAINT-TAPE	45.90		60097		D	-				GENERAL SUPPLIES	101.43425.0229
	68863	07/12/23		SAND/BAGS-GUARD STANDS	59.91		60139		D	-				MTCE. OF EQUIPME	101.45437.0224
	68863	07/12/23		DOOR STOPPER	9.98		60154		D	-				MTCE. OF STRUCTU	101.43425.0225
	68863	07/12/23		PULL LINE&WRENCH SET	22.29		60174		D	-				SMALL TOOLS	101.43425.0221
	68863	07/12/23		LIGHT BULBS	33.96		60174		D	-				MTCE. OF STRUCTU	101.43425.0225
	68863	07/12/23		STEP LADDER	319.98		60201		D	-				SMALL TOOLS	651.48484.0221
	68863	07/12/23		SHOP SUPPLIES	56.13		60237		D	-				SMALL TOOLS	101.43425.0221
	68863	07/12/23		LIGHT BULBS	15.98		60237		D	-				MTCE. OF STRUCTU	101.43425.0225
	68863	07/12/23		FLAG POLE PARTS	20.37		60472		D	-				OTHER SERVICES	811.45432.0339
	68863	07/12/23		PAINT	215.34		60617		D	-				MTCE. OF OTHER I	101.42412.0226
	68863	07/12/23		CLEANING SUPPLIES	55.38		60617		D	-				GENERAL SUPPLIES	101.42412.0229
	68863	07/12/23		TIRE CLEANER	6.44		60630		D	-				CLEANING AND WAS	101.43425.0228
	68863	07/12/23		SMALL FLAGS	9.52		60630		D	-				GENERAL SUPPLIES	101.43425.0229
	68863	07/12/23		OUTLETS-RICE PARK	37.98		60662		D	-				MTCE. OF STRUCTU	101.43425.0225
	68863	07/12/23		PAINT-WILLMAR FEST PARAD	52.02		60691		D	-				GENERAL SUPPLIES	101.45432.0229
	68863	07/12/23		SUN&SHADE GRASS SEED	64.99		60836		D	-				GENERAL SUPPLIES	651.48484.0229
	68863	07/12/23		LAB WATER	204.96		60838		D	-				GENERAL SUPPLIES	651.48484.0229
	68863	07/12/23		WASP SPRAY/WAND	29.95		60885		D	-				GENERAL SUPPLIES	101.45437.0229
	68863	07/12/23		BATHROOM FAUCET	396.99		60901		D	-				SMALL TOOLS	651.48484.0221
	68863	07/12/23		PIPE CUTTER	13.99		60909		D	-				SMALL TOOLS	101.43425.0221
	68863	07/12/23		PIPE RPR-4 SEASONS	229.98		60909		D	-				MTCE. OF STRUCTU	101.43425.0225
	68863	07/12/23		LAB SUPPLIES	11.50		60912		D	-				GENERAL SUPPLIES	651.48484.0229
	68863	07/12/23		DRINKING WATER	38.29		60976		D	-				GENERAL SUPPLIES	651.48484.0229
	68863	07/12/23		FILTER	74.97		60986		D	-				MTCE. OF EQUIPME	101.43425.0224
	68863	07/12/23		LAB SUPPLIES	29.95		61042		D	-				GENERAL SUPPLIES	651.48484.0229
	68863	07/12/23		FIRE STATION SUPPLIES	165.71		61396		D	-				GENERAL SUPPLIES	101.42412.0229
				VENDOR TOTAL	3,308.01		*CHECK TOTAL								
MHSRC/RANGE				003890											
	68864	07/12/23		EVOC/PT REFRESH CLASS	980.00		337900-10115		D	-				TRAVEL-CONF.-SCH	101.42411.0333
	68864	07/12/23		EVOC/PT REFRESH CLASS	1,470.00		337900-10144		D	-				TRAVEL-CONF.-SCH	101.42411.0333
	68864	07/12/23		EVOC/PT REFRESH CLASS	1,470.00		337900-9996		D	-				TRAVEL-CONF.-SCH	101.42411.0333
				VENDOR TOTAL	3,920.00		*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
MIKE'S SMALL ENGINE CENT 002699															
		68865	07/12/23	TRIMMER LINE	45.97		26038		D	-				GENERAL SUPPLIES	101.45433.0229
		68865	07/12/23	PUSH MOWER	624.99		26192		D	-				FURNITURE AND EQ	101.43425.0552
		68865	07/12/23	TRIMMER	359.99		26286		D	-				SMALL TOOLS	101.45433.0221
		68865	07/12/23	CHAIN CAR OIL	63.74		26355		D	-				MOTOR FUELS AND	101.43425.0222
		68865	07/12/23	FILTER	5.95		26361		D	-				MTCE. OF EQUIPME	101.45433.0224
					1,100.64										
				VENDOR TOTAL	1,100.64										
MILLS PARTS CENTER 003729															
		68866	07/12/23	#209115 BRAKE ROTORS	188.30		5747533		D	-				INVENTORIES-MDSE	101.125000
		68866	07/12/23	#204887 SHAFT RPR	240.34		5914191		D	-				INVENTORIES-MDSE	101.125000
		68866	07/12/23	#204887 SHAFT RPR	29.05		5917225		D	-				INVENTORIES-MDSE	101.125000
		68866	07/12/23	#204887 SHAFT	143.50		5918391		D	-				INVENTORIES-MDSE	101.125000
		68866	07/12/23	#216085 WASHER PUMP	24.19		5927976		D	-				INVENTORIES-MDSE	101.125000
					625.38										
				VENDOR TOTAL	625.38										
MINI BIFF LLC 001805															
		68867	07/12/23	TOILET RENTAL	57.12		A-14115		D	M	01			RENTS	101.43425.0440
		68867	07/12/23	TOILET RENTAL	49.98		A-14116		D	M	01			RENTS	101.43425.0440
		68867	07/12/23	TOILET RENTAL	107.10		A-141203		D	M	01			RENTS	101.43425.0440
		68867	07/12/23	TOILET RENTAL	107.10		A-141208		D	M	01			RENTS	101.43425.0440
		68867	07/12/23	TOILET RENTAL	107.10		A-141210		D	M	01			RENTS	101.43425.0440
		68867	07/12/23	TOILET RENTAL	107.10		A-141222		D	M	01			RENTS	101.43425.0440
		68867	07/12/23	TOILET RENTAL	107.10		A-141224		D	M	01			RENTS	101.43425.0440
		68867	07/12/23	TOILET RENTAL	107.10		A-141264		D	M	01			RENTS	101.43425.0440
		68867	07/12/23	TOILET RENTAL	107.10		A-141435		D	M	01			RENTS	101.43425.0440
		68867	07/12/23	TOILET RENTAL	107.10		A-141436		D	M	01			RENTS	101.43425.0440
		68867	07/12/23	TOILET RENTAL	107.10		A-141437		D	M	01			RENTS	101.43425.0440
		68867	07/12/23	TOILET RENTAL	107.10		A-141464		D	M	01			RENTS	101.43425.0440
					1,178.10										
				VENDOR TOTAL	1,178.10										
MOTOR SPORTS OF WILLMAR 000873															
		68868	07/12/23	2023 POLARIS UTV	18,279.00		99230126		D	-				MACHINERY AND AU	651.48485.0553
MTI DISTRIBUTING CO 000539															
		68869	07/12/23	#185284 MOWER PARTS	547.65		1389071-00		D	-				INVENTORIES-MDSE	101.125000
		68869	07/12/23	#185284 MOWER PARTS	568.08		1389071-01		D	-				INVENTORIES-MDSE	101.125000
		68869	07/12/23	#217810 A/C COMPRESSOR	1,456.51		1392326-00		D	-				INVENTORIES-MDSE	101.125000
					2,572.24										
				VENDOR TOTAL	2,572.24										
MUNICIPAL UTILITIES 000541															
		68870	07/12/23	UTILITES FOR JUNE	2,982.19		STMT/06-23		D	-				UTILITIES	101.41408.0332
		68870	07/12/23	UTILITES FOR JUNE	8,802.33		STMT/06-23		D	-				UTILITIES	101.43425.0332
		68870	07/12/23	UTILITES FOR JUNE	393.16		STMT/06-23		D	-				UTILITIES	101.45001.0332
		68870	07/12/23	UTILITES FOR JUNE	556.19		STMT/06-23		D	-				UTILITIES	101.45432.0332
		68870	07/12/23	UTILITES FOR JUNE	20,439.01		STMT/06-23		D	-				UTILITIES	101.45433.0332

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MUNICIPAL UTILITIES				000541											
	68870	07/12/23		UTILITES FOR JUNE	1,707.81		STMT/06-23		D	-				UTILITIES	101.45435.0332
	68870	07/12/23		UTILITES FOR JUNE	1,814.14		STMT/06-23		D	-				UTILITIES	101.45437.0332
	68870	07/12/23		UTILITES FOR JUNE	2,992.05		STMT/06-23		D	-				UTILITIES	101.45437.0332
	68870	07/12/23		UTILITES FOR JUNE	16.89		STMT/06-23		D	-				UTILITIES	230.43430.0332
	68870	07/12/23		UTILITES FOR JUNE	773.92		STMT/06-23		D	-				UTILITIES	651.48484.0332
	68870	07/12/23		UTILITES FOR JUNE	6,023.07		STMT/06-23		D	-				UTILITIES	651.48485.0332
					46,500.76	*CHECK	TOTAL								
				VENDOR TOTAL	46,500.76										
MUNICIPAL UTILITIES				002393											
	68871	07/12/23	11/15/22	TAX STTLMT-CU	2,752.12		062723		D	-				DUE TO COMPONENT	295.210001
	68871	07/12/23	11/15/22	TAX STTLMT-DE	8,434.27		062723		D	-				DUE TO COMPONENT	295.210001
					11,186.39	*CHECK	TOTAL								
				VENDOR TOTAL	11,186.39										
MUSCO SPORTS LIGHTING LL				003426											
	68872	07/12/23		SWASSON COMPLEX PROJ	132,329.50		408497		D	-				FURNITURE AND EQ	450.45432.0552
MVTL LABORATORIES INC				000544											
	68873	07/12/23		LAB TESTING	58.30		1203449		D	-				PROFESSIONAL SER	651.48484.0446
	68873	07/12/23		LAB TESTING	289.30		1205830		D	-				PROFESSIONAL SER	651.48484.0446
	68873	07/12/23		LAB TESTING	58.30		1205948		D	-				PROFESSIONAL SER	651.48484.0446
					405.90	*CHECK	TOTAL								
				VENDOR TOTAL	405.90										
MVTV WIRELESS				003372											
	68874	07/12/23		AIRPORT INTERNET-JULY	162.95		11699-20230701		D	-				COMMUNICATIONS	101.41409.0330
NCL OF WISCONSIN INC				001627											
	68875	07/12/23		LAB SUPPLIES	433.17		489156		D	-				GENERAL SUPPLIES	651.48484.0229
NCPERS GROUP LIFE INS.				003799											
	68938	07/12/23		LIFE INSURANCE-JUL	96.00		7-2023		D	-				INS. PASS THROUG	101.41428.0819
NELSON INTERNATIONAL				000568											
	68876	07/12/23		DOT INSPECTION-WW SEMI	109.45		R101036226:01		D	-				MTCE. OF EQUIPME	651.48486.0334
NELSON/ANITA				002823											
	68877	07/12/23		REIM-WRISTBANDS	192.01		070623		D	N	01			GENERAL SUPPLIES	101.45437.0229
	68877	07/12/23		REIM-SWIMSUITS/WHISTLES	370.58		070623		D	N	01			GENERAL SUPPLIES	101.45437.0229
					562.59	*CHECK	TOTAL								
				VENDOR TOTAL	562.59										
NELSON/TROY				003878											
	68878	07/12/23		SETUP&CAMERA OPERATOR	125.00		070623		D	-				PROFESSIONAL SER	101.45001.0446
NORTH RISK PARTNERS				000181											
	68879	07/12/23		2024 SURETY BOND	441.50		6023164		D	-				PREPAID EXPENSES	101.128000
	68879	07/12/23		2023 SURETY BOND	441.50		6023164		D	-				INSURANCES AND B	101.41428.0441

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NORTH RISK PARTNERS				000181											
					883.00										
VENDOR TOTAL					883.00		*CHECK TOTAL								
NORTHERN STATES SUPPLY				000585											
68880	07/12/23			SMALL TOOL	39.18		10-612142		D	-				SMALL TOOLS	101.45433.0221
68880	07/12/23			RESTOCK OF NUTS/BOLTS	132.96		10-612221		D	-				SMALL TOOLS	101.45433.0221
68880	07/12/23			IMPACT DRIVER	158.31		10-612266		D	-				SMALL TOOLS	101.43425.0221
68880	07/12/23			MARKING PAINT	59.39		10-612380		D	-				GENERAL SUPPLIES	101.43425.0229
68880	07/12/23			FILTERS/MARKERS/SILICONE	87.87		10-612390		D	-				GENERAL SUPPLIES	101.43425.0229
68880	07/12/23			SCREWS	15.93		10-612394		D	-				MTCE. OF EQUIPME	101.43425.0224
68880	07/12/23			ZIPTIES	10.13		10-612461		D	-				GENERAL SUPPLIES	101.43425.0229
68880	07/12/23			PAINT	18.21		10-612475		D	-				GENERAL SUPPLIES	101.43425.0229
68880	07/12/23			HEARING PROTECTION	138.47		10-612480		D	-				SUBSISTENCE OF P	101.43425.0227
68880	07/12/23			HOLES AW KIT	220.82		10-612510		D	-				SMALL TOOLS	651.48484.0221
68880	07/12/23			PADLOCKS-OUTDOOR SIRENS	143.76		1692185		D	-				CIVIL DEFENSE	101.42428.0809
					1,025.03										
VENDOR TOTAL					1,025.03		*CHECK TOTAL								
O'MALLEY & KRON LAND SUR				002329											
68881	07/12/23			PROFESSIONAL SERVICES	800.00		9868		D	-				PROFESSIONAL SER	101.41402.0446
O'REILLY AUTOMOTIVE INC				000650											
68882	07/12/23			TIRE CLEANER	14.98		1528-475910		D	-				CLEANING AND WAS	101.43425.0228
ORANGE 142 LLC				003622											
68883	07/12/23			DIG/RETARGET CAMPAIGN	3,250.00		15855		D	-				ADVERTISING	208.45006.0447
68883	07/12/23			DIG/RETARGET CAMPAIGN	3,250.00		15855		D	-				OTHER CHARGES	208.45010.0449
					6,500.00										
VENDOR TOTAL					6,500.00		*CHECK TOTAL								
PAT'S GRAPHICS				002543											
68884	07/12/23			DECALS-2024 SILVERADO	389.14		13919		D	-				MACHINERY AND AU	450.43425.0553
PAXXO USA INC				003693											
68885	07/12/23			SCREEN BAGS	538.61		F23-180		D	-				GENERAL SUPPLIES	651.48484.0229
PREMIUM WATERS INC				000374											
68886	07/12/23			DRINKING WATER	29.99		330542872		D	-				GENERAL SUPPLIES	101.45435.0229
68886	07/12/23			DRINKING WATER	118.38		330543035		D	-				SUBSISTENCE OF P	101.42412.0227
68886	07/12/23			DRINKING WATER	88.49		330543037		D	-				GENERAL SUPPLIES	101.45437.0229
68886	07/12/23			DRINKING WATER	47.24		330544097		D	-				GENERAL SUPPLIES	101.45435.0229
					284.10										
VENDOR TOTAL					284.10		*CHECK TOTAL								
QUICK SIGNS				001093											
68887	07/12/23			OUTDOOR SIGN-NORTH WAL	9,932.00		140824		D	-				MTCE. OF STRUCTU	450.42412.0225

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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
RAMBOW INC				000639											
	68888	07/12/23		EXTRA HATS&COACHES SHIRT	582.06		643209		D	-				GENERAL SUPPLIES	101.45432.0229
	68888	07/12/23		STAFF SHIRTS	507.86		643210		D	-				GENERAL SUPPLIES	101.45432.0229
	68888	07/12/23		STAFF SHIRTS-DOAC	200.00		644021		D	-				GENERAL SUPPLIES	101.45437.0229
					1,289.92	*CHECK	TOTAL								
				VENDOR TOTAL	1,289.92										
RAMBOW/JON				003870											
	68889	07/12/23		OFFICE-BASKETBALL REF	600.00		070623		D	-				PROFESSIONAL SER	101.45432.0446
RECDESK LLC				003652											
	68890	07/12/23	2024	REC SFTWRE SUBSCR	850.00		INV-13697		D	-				PREPAID EXPENSES	101.128000
	68890	07/12/23	2024	REC SFTWRE SUBSCR	850.00		INV-13697		D	-				PREPAID EXPENSES	101.128000
	68890	07/12/23	2024	REC SFTWRE SUBSCP	850.00		INV-13697		D	-				PREPAID EXPENSES	101.128000
	68890	07/12/23	2024	REC SFTWRE SUBSCP	850.00		INV-13697		D	-				PREPAID EXPENSES	101.128000
	68890	07/12/23	2023	REC SFTWRE SUBSCR	850.00		INV-13697		D	-				SUBSCRIPTIONS AN	101.45432.0443
	68890	07/12/23	2023	REC SFTWRE SUBSCR	850.00		INV-13697		D	-				SUBSCRIPTIONS AN	101.45433.0443
	68890	07/12/23	2023	REC SFTWRE SUBSCR	850.00		INV-13697		D	-				SUBSCRIPTIONS AN	101.45435.0443
	68890	07/12/23	2023	REC SFTWRE SUBSCR	850.00		INV-13697		D	-				SUBSCRIPTIONS AN	101.45437.0443
					6,800.00	*CHECK	TOTAL								
				VENDOR TOTAL	6,800.00										
REESE/DOUGLAS				001080											
	68891	07/12/23		MEAL-LEAGUE OF MN CONF	36.00		062823		D	-				SUBSISTENCE OF P	101.41401.0227
	68891	07/12/23		MILEAGE-LEAGUE MN CONF	277.72		062823		D	-				TRAVEL-CONF.-SCH	101.41401.0333
					313.72	*CHECK	TOTAL								
				VENDOR TOTAL	313.72										
RIGGS BROS CONSTRUCTION				003872											
	68892	07/12/23		CIP-FITNESSCOURT CONC	15,724.00		657		D	-				FURNITURE AND EQ	450.45432.0552
	68892	07/12/23		FITNESS COURT-PARTS	2,100.48		658		D	-				MTCE. OF OTHER I	101.45432.0226
	68892	07/12/23		FITNESS COURT-LABOR	699.52		658		D	-				MTCE. OF STRUCTU	101.45432.0335
					18,524.00	*CHECK	TOTAL								
				VENDOR TOTAL	18,524.00										
ROBERT HALF				003837											
	68893	07/12/23		ACCT SERV 6/21-6/16/23	1,391.50		62200932		D	-				PROFESSIONAL SER	101.41405.0446
	68893	07/12/23		ACCT SERV 6/19-6/23/23	690.00		62200995		D	-				PROFESSIONAL SER	101.41405.0446
	68893	07/12/23		ACCT SERV 06/26-06/30/	1,403.00		62244099		D	-				PROFESSIONAL SER	101.41405.0446
					3,484.50	*CHECK	TOTAL								
				VENDOR TOTAL	3,484.50										
RS AMERICAS INC				003867											
	68894	07/12/23		EAGLE LAKE LS FLOAT SWIT	857.38		9018034973		D	-				MTCE. OF EQUIPME	651.48487.0224
RULE TIRE SHOP				000665											
	68895	07/12/23		#234680&234679 TIRES	840.00		1-64532		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
SELCHOW/LARRY				003879											
	68896	07/12/23	SETUP&AUDIO		125.00		070623		D	-				PROFESSIONAL SER	101.45001.0446
SHULDES/CAROL				003885											
	68897	07/12/23	LEAGUE OF MN CITIES CONF		135.00		062823		D	-				SUBSISTENCE OF P	101.41401.0227
	68897	07/12/23	LEAGUE OF MN CITIES CO		1,102.66		062823		D	-				TRAVEL-CONF.-SCH	101.41401.0333
					1,237.66	*CHECK	TOTAL								
			VENDOR TOTAL		1,237.66										
SIEMER FARMS MYOTONICS				003892											
	68937	07/12/23	YOGA GOAT EVENT		230.00		105		D	-				PROFESSIONAL SER	101.45435.0446
SILVA/AMBER				003699											
	68898	07/12/23	WELLNESS PROGRAM-JUNE		1,050.00		071023		D	N	01			PROFESSIONAL SER	101.41420.0446
SKRETVEDT/PAUL				003869											
	68899	07/12/23	SAFETY BOOTS		140.00		060823		D	-				SUBSISTENCE OF P	101.45437.0227
SOUTHWEST MN CHAPTER OF				001282											
	68900	07/12/23	ZWAGERMAN-MBRSHIP DUES		75.00		071023		D	-				SUBSCRIPTIONS AN	101.41402.0443
	68900	07/12/23	LARCUM-MBERSHIP DUES		75.00		071023		D	-				SUBSCRIPTIONS AN	101.41402.0443
					150.00	*CHECK	TOTAL								
			VENDOR TOTAL		150.00										
SPICER SPORTS AND MARINE				000571											
	68901	07/12/23	PONTOON MOTOR @ PW		7,990.00		062923		D	-				MACHINERY AND AU	450.43425.0553
STEELE/JASON				003302											
	68902	07/12/23	MWOA LAB WORKSHOP		796.90		072723		D	-				TRAVEL-CONF.-SCH	651.48484.0333
STEINBEISSER AUTO REPAIR				003256											
	68903	07/12/23	PROPANE		106.05		16801		D	-				GENERAL SUPPLIES	101.43425.0229
	68903	07/12/23	#217810 A/C RECHARGE		257.54		16924		D	-				INVENTORIES-MDSE	101.125000
					363.59	*CHECK	TOTAL								
			VENDOR TOTAL		363.59										
STERLING WATER-MINNESOTA				000188											
	68904	07/12/23	SOFTERNER RENTAL-JULY		19.45		315X03475406		D	-				RENTS	101.41408.0440
SYSCO WESTERN MINNESOTA				000161											
	68905	07/12/23	CONCESSION SUPPLIES		931.67		253410260		D	-				GENERAL SUPPLIES	101.45437.0229
	68905	07/12/23	CONCESSION SUPPLIES		1,281.73		253411808		D	-				GENERAL SUPPLIES	101.45437.0229
	68905	07/12/23	CONCESSION SUPPLIES		887.04		253415597		D	-				GENERAL SUPPLIES	101.45437.0229
	68905	07/12/23	CONCESSION SUPPLIES		810.76		253418503		D	-				GENERAL SUPPLIES	101.45437.0229
	68905	07/12/23	CONCESSION SUPPLIES		3,880.95		253419734		D	-				GENERAL SUPPLIES	101.45437.0229
					7,792.15	*CHECK	TOTAL								
			VENDOR TOTAL		7,792.15										

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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
TACTICAL ADVANTAGE, LLC 003706		68906	07/12/23	DUTY HANDGUNS	7,395.01		2023-0006.B		D	-				SMALL TOOLS	101.42411.0221
TARGET SOLUTIONS LEARNIN 003519		68907	07/12/23	2024 GUARDIAN TRACKING	1,319.12		INV76990		D	-				PREPAID EXPENSES	101.128000
		68907	07/12/23	2023 GUARDIAN TRACKING	942.25		INV76990		D	-				SUBSCRIPTIONS AN	101.42411.0443
					2,261.37	*CHECK	TOTAL								
VENDOR TOTAL					2,261.37										
TECH CHECK, LLC 003801		68908	07/12/23	IS CIP	37,047.39		51941		D	-				FURNITURE AND EQ	219.41409.0552
		68908	07/12/23	CIP I.S PROJECTS	48,171.30		52001		D	-				FURNITURE AND EQ	219.41409.0552
		68908	07/12/23	I.S CIP PROJECT	8,838.64		52071		D	-				FURNITURE AND EQ	219.41409.0552
					94,057.33	*CHECK	TOTAL								
VENDOR TOTAL					94,057.33										
TELEDYNE INSTRUMENTS INC 000359		68909	07/12/23	SAMPLER REPAIR PARTS	1,161.57		S020610390		D	-				MTCE. OF EQUIPME	651.48484.0224
TEMPLER/THOMAS 001406		68910	07/12/23	SAFETY BOOTS	250.00		071023		D	-				SUBSISTENCE OF P	651.48484.0227
THE GUILLOTINE 003893		68911	07/12/23	ADVERSTING-CAMP LISTING	45.00		1314		D	-				SUBSCRIPTIONS AN	101.45432.0443
THOMPSON *PETTY CASH/JU 003273		68912	07/12/23	TITLE FEE #00-3018 FORF	27.00		070623		D	-				LICENSES AND TAX	101.41428.0445
		68912	07/12/23	#13-4049 LICENSES TAB	14.25		070623		D	-				LICENSES AND TAX	101.42411.0445
		68912	07/12/23	#15-2878 LICENSES TAB	14.25		070623		D	-				LICENSES AND TAX	101.42411.0445
		68912	07/12/23	LICESES TABS 3 SQUADS	42.75		070623		D	-				LICENSES AND TAX	101.42411.0445
		68912	07/12/23	LICENSES TABS CARS 12&15	28.50		070623		D	-				LICENSES AND TAX	101.42411.0445
					126.75	*CHECK	TOTAL								
VENDOR TOTAL					126.75										
THOMPSON/JUDY 000949		68913	07/12/23	MILEAGE 04/18-06/30/23	250.35		070323		D	-				TRAVEL-CONF.-SCH	101.41403.0333
TREVINO/GINA .03303		68914	07/12/23	SHELTER CANCELLATION REF	120.00		070623		D	-				REFUNDS AND REIM	101.41428.0882
TYLER TECHNOLOGIES, INC 003795		68915	07/12/23	06/23/23 ERP PROJ	700.00		045-424667		D	-				SUBSCRIPTIONS AN	219.41409.0443
		68915	07/12/23	PROJECT MANAGER	8,800.00		045-424897		D	-				SUBSCRIPTIONS AN	219.41409.0443
		68915	07/12/23	6/6-6/8/23 ERP PROJ	4,200.00		045-425971		D	-				SUBSCRIPTIONS AN	219.41409.0443
		68915	07/12/23	06/13/23 ERP PROJ	700.00		045-426750		D	-				SUBSCRIPTIONS AN	219.41409.0443
		68915	07/12/23	06/16-06/29/23 ERP PRO	4,200.00		045-428627		D	-				SUBSCRIPTIONS AN	219.41409.0443
					18,600.00	*CHECK	TOTAL								
VENDOR TOTAL					18,600.00										

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UNITED PRAIRIE BANK				003324											
	68916	07/12/23	2019A	GO IMP BOND-INT	3,300.50		071023		D	-				INTEREST	319.47100.0444
US BANK				000264											
	68917	07/12/23	2018A	PAY AGENT/ACCEPT	550.00		6960995		D	-				OTHER CHARGES	338.47200.0449
	68917	07/12/23	2018B	PAY AGENT/ACCEPT	550.00		6960997		D	-				OTHER CHARGES	318.47100.0449
					1,100.00										
				VENDOR TOTAL	1,100.00		*CHECK TOTAL								
US BANK EQUIPMENT FINANC				003143											
	68918	07/12/23	500-0664928-000	-JULY	902.16		5044443243		D	-				RENTS	101.41410.0440
USA BLUE BOOK				001258											
	68919	07/12/23	SUCTION	HOSE	1,750.60		INV00053669		D	-				GENERAL SUPPLIES	651.48485.0229
UTILITYLOGIC				003783											
	68920	07/12/23	GAS METER	REPAIR	601.44		14080		D	-				MTCE. OF EQUIPME	651.48484.0224
VALIANT/LESLIE				003660											
	68921	07/12/23	MEALS-LEAGUE OF MN	CONF	110.00		062823		D	-				SUBSISTENCE OF P	101.41400.0227
	68921	07/12/23	MILEAGE-LEAGUE MN	CONF	277.72		062823		D	-				TRAVEL-CONF.-SCH	101.41400.0333
					387.72										
				VENDOR TOTAL	387.72		*CHECK TOTAL								
VIGIL/KATIE				003880											
	68922	07/12/23	SETUP&CAMERA	OPERATOR	125.00		070623		D	-				PROFESSIONAL SER	101.45001.0446
VILLNOW/JANNA				.03302											
	68923	07/12/23	DAMAGE DEPOSIT	REFUND	100.00		062223		D	-				REFUNDS AND REIM	101.41428.0882
W.D PAINTWORKS				003866											
	68924	07/12/23	SANDBLAST	PAINT	5,040.00		062623		D	-				OTHER SERVICES	651.48486.0339
WALT'S				002868											
	68925	07/12/23	5.084	GALLONS UNLEADED	22.11		STMT/06-23		D	-				MOTOR FUELS AND	101.43425.0222
WALTER CURTIS COMPANY, L				003864											
	68926	07/12/23	POCKET BADGE/CASE	-HANSEN	66.00		32661		D	-				GENERAL SUPPLIES	101.42411.0229
WAMBEKE/JODI				003877											
	68927	07/12/23	AROUND WILLMAR	TV SHOW	65.00		061523		D	-				PROFESSIONAL SER	101.45001.0446
WEST CENTRAL COMMUNICATI				000796											
	68928	07/12/23	RADIO/ANTENNA	REPROGRAM	62.50		096267S		D	-				MTCE. OF EQUIPME	101.42411.0334
	68928	07/12/23	SPARE RADIO	PART	3.50		096318S		D	-				MTCE. OF EQUIPME	101.42411.0224
					66.00										
				VENDOR TOTAL	66.00		*CHECK TOTAL								

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WEST CENTRAL INDUSTRIES 000801	68929	07/12/23	BATHROOM CLEANING	1,879.00		9070		D	-				CLEANING AND WAS	101.43425.0338
WEST CENTRAL ROOFING 000927	68930	07/12/23	CIP PROJ-ROOF REPAIR	11,679.15		17016		D	-				FURNITURE AND EQ	450.45433.0552
WEST CENTRAL TECHNOLOGY 003817	68931	07/12/23	WCT YEALNK SHIPPING	7.57		32411		D	-				POSTAGE	101.41409.0223
	68931	07/12/23	CIP PHONE SYSTEM	16,764.02		32411		D	-				FURNITURE AND EQ	219.41409.0552
				16,771.59										
			VENDOR TOTAL	16,771.59										
WILLMAR AUTO VALUE 002689	68932	07/12/23	#112619 COOLING FAN	81.99		22483021		D	-				INVENTORIES-MDSE	101.125000
	68932	07/12/23	#112619 FILTER	81.23		22483972		D	-				INVENTORIES-MDSE	101.125000
	68932	07/12/23	BATTERY	192.50		22484013		D	-				INVENTORIES-MDSE	101.125000
	68932	07/12/23	#224846 BATTERY	44.49		22484017		D	-				INVENTORIES-MDSE	101.125000
	68932	07/12/23	#170074 BRAKES	157.99		224842746		D	-				INVENTORIES-MDSE	101.125000
	68932	07/12/23	SHOP SUPPLIES	136.90		22484379		D	-				GENERAL SUPPLIES	101.43425.0229
	68932	07/12/23	#19DH2A BELT	14.99		22484802		D	-				INVENTORIES-MDSE	101.125000
	68932	07/12/23	#112619 CIRCUIT BREAKER	15.99		22485010		D	-				INVENTORIES-MDSE	101.125000
	68932	07/12/23	#031738 BATTERY	98.98		22485011		D	-				INVENTORIES-MDSE	101.125000
	68932	07/12/23	#118382 BACK-UP ALARM	101.98		22485032		D	-				INVENTORIES-MDSE	101.125000
	68932	07/12/23	#209115 BRAKE PADS	49.99		22485152		D	-				INVENTORIES-MDSE	101.125000
	68932	07/12/23	SHOP SUPPLIES	75.65		22485518		D	-				GENERAL SUPPLIES	101.43425.0229
	68932	07/12/23	#031739 BATTERY	56.24		22485566		D	-				INVENTORIES-MDSE	101.125000
	68932	07/12/23	RETURN-AIR FILTER	24.20CR		22485567		D	-				GENERAL SUPPLIES	101.43425.0229
	68932	07/12/23	#111111 FILTER	36.30		22485569		D	-				INVENTORIES-MDSE	101.125000
				1,121.02										
			VENDOR TOTAL	1,121.02										
WILLMAR CHAMBER OF COMME 000812	68933	07/12/23	VALIANT-SHIFT IN ECONOM	10.00		55804		D	-				SUBSISTENCE OF P	101.41400.0227
	68933	07/12/23	MAIL PICK-UP-FEE JUNE	26.66		55866		D	-				POSTAGE	208.45005.0223
	68933	07/12/23	RECYCLING FEE-MAY	6.25		55866		D	-				CLEANING AND WAS	208.45005.0338
	68933	07/12/23	INTERNET	25.99		55867		D	-				COMMUNICATIONS	208.45005.0330
	68933	07/12/23	MANAGED IT	209.55		55867		D	-				PROFESSIONAL SER	208.45005.0446
	68933	07/12/23	DIRECTOR&ADMIN WAGES	9,338.70		55869		D	-				SALARIES-REG. EM	208.45005.0110
	68933	07/12/23	JULY INSURANCE	1,618.56		55869		D	-				EMPLOYER PENSION	208.45005.0113
	68933	07/12/23	FICA	551.30		55869		D	-				EMPLOYER PENSION	208.45005.0113
	68933	07/12/23	MEDICARE	128.94		55869		D	-				EMPLOYER PENSION	208.45005.0113
	68933	07/12/23	IRA CONTRIBITION	266.76		55869		D	-				EMPLOYER PENSION	208.45005.0113
	68933	07/12/23	STATE UNEMPLOYMENT TAX	30.00		55869		D	-				EMPLOYER PENSION	208.45005.0113
	68933	07/12/23	OK UNEMPLOYMENT TAX	107.47		55869		D	-				EMPLOYER PENSION	208.45005.0113
	68933	07/12/23	JUNE COPIES	14.60		55869		D	-				OFFICE SUPPLIES	208.45005.0220
	68933	07/12/23	PAYROLL&FLEX FEES	162.66		55869		D	-				OTHER SERVICES	208.45005.0339
	68933	07/12/23	JULY RENT	689.06		55869		D	-				RENTS	208.45005.0440
				13,186.50										
			VENDOR TOTAL	13,186.50										

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WILLMAR CRANE SERVICE				000899											
		68934	07/12/23	CRANE TO PULL MOTOR	455.00		6100			D	-			OTHER SERVICES	651.48484.0339
WILLMAR GYMNASTICS				003868											
		68935	07/12/23	YOUTH GYMNASTICS	2,364.00		062923			D	-			PROFESSIONAL SER	101.43425.0446
		68935	07/12/23	YOUTH GYMNASTICS	4,873.00		062923			D	-			PROFESSIONAL SER	101.45432.0446
					7,237.00	*CHECK TOTAL									
				VENDOR TOTAL	7,237.00										
WINDSTREAM				002100											
		68936	07/12/23	PHONE SERVICE-JUNE	71.03		STMT/06-23			D	-			COMMUNICATIONS	101.45433.0330

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
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REPORT TOTALS:				1,516,766.97										
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RECORDS PRINTED - 000487

Vendor Payment History Report

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
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101	GENERAL FUND	680,505.80
205	INDUSTRIAL DEVELOPMENT	20,302.25
208	CONVENTION & VISITORS BUREAU	24,141.33
219	CORONAVIRUS RELIEF FUND	238,198.92
230	WILLMAR MUNICIPAL AIRPORT	46.75
235	WILLMAR MAIN STREET	8,970.61
295	COMMUNITY INVESTMENT	11,186.39
300	D.S. - 2020 BOND	13,982.50
316	D.S. - 2016 BOND	8,662.50
318	D.S. - 2018B BOND	550.00
319	D.S. - 2019 BOND	39,675.00
338	D.S.-R22 REFRIGERATION 2018A	550.00
379	JH LLC - LAKELAND DRIVE	10,774.21
397	D.S. - 2017 BOND	12,752.50
405	C.P. - EPITOPIX	167,900.78
420	LOCAL OPT SALES TAX PROJECTS	2,874.33
421	S.A.B.F. - #2021B	123.00
450	CAPITAL IMPROVEMENT FUND	184,882.79
651	WASTE TREATMENT	87,986.52
811	TRUST & AGENCY	72.79
899	DONATION FUND (AGENCY)	2,628.00
TOTAL ALL FUNDS		1,516,766.97

BANK RECAP:

BANK	NAME	DISBURSEMENTS
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HERT	HERITAGE BANK	1,516,766.97
TOTAL ALL BANKS		1,516,766.97



City Council Action Request

Council Meeting Date:	July 17, 2023	Agenda Item Number:	5.H.
Agenda Section:	Consent Items	Originating Department:	City Clerk
Resolution:	No	Prepared By:	Judy Thompson, City Clerk
Ordinance:	No	Presented By:	Judy Thompson, City Clerk
Item:	West Central Ducks Unlimited Lawful Gambling Application		

RECOMMENDED ACTION:

Approve West Central Ducks Unlimited Lawful Gambling Application

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. West Central Ducks Unlimited Lawful Gambling Application

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: West Central Ducks Unlimited

Previous Gambling Permit Number: X- 34043-20-023

Minnesota Tax ID Number, if any: 930904312

Federal Employer ID Number (FEIN), if any: _____

Mailing Address: P.O. Box 752

City: Willmar State: MN Zip: 56201 County: Kandiyohi

Name of Chief Executive Officer (CEO): Travis Michelson

CEO Daytime Phone: 320-905-2959 CEO Email: michelsont@willmar.k12.mn.us

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

☒ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:

www.sos.state.mn.us

651-296-2803, or toll free 1-877-551-6767

☐ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Stacy's Nursery

Physical Address (do not use P.O. box): 2305 US-12

Check one:

☒ City: Willmar Zip: 56201 County: Kandiyohi

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 8/23/2023

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

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

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

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

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
☒ The application is acknowledged with no waiting period. ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city). ☐ The application is denied.	☐ The application is acknowledged with no waiting period. ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days. ☐ The application is denied.
Print City Name: <u>City of Willmar</u>	Print County Name: _____
Signature of City Personnel: <u>Judy R. Thompson</u>	Signature of County Personnel: _____
Title: <u>City Clerk</u> Date: <u>7/12/2023</u>	Title: _____ Date: _____
The city or county must sign before submitting application to the Gambling Control Board.	TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.) Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: Travis Michelson Date: 7/12/2023
(Signature must be CEO's signature; designee may not sign)

Print Name: Travis Michelson

REQUIREMENTS	MAIL APPLICATION AND ATTACHMENTS
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Complete a separate application for: - all gambling conducted on two or more consecutive days; or - all gambling conducted on one day. Only one application is required if one or more raffle drawings are conducted on the same day. Financial report to be completed within 30 days after the gambling activity is done: A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board. Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).	Mail application with: _____ a copy of your proof of nonprofit status; and _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150. Make check payable to State of Minnesota. To: Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113 Questions? Call the Licensing Section of the Gambling Control Board at 651-539-1900.
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Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the	application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-	ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.
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This form will be made available in alternative format (i.e. large print, braille) upon request.

An equal opportunity employer



City of Willmar

City Council Action Request

Council Meeting Date:	July 17, 2023	Agenda Item Number:	5.
Agenda Section:	Consent Items	Originating Department:	Planning and Development
Resolution:	No	Prepared By:	
Ordinance:	No	Presented By:	
Item:	Building Report June 2023		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. June 2023

Issued Dates: 6/1/2023 to 6/30/2023

Report Name: Monthly External Permits Report

Permit Type(s): Building, Mechanical, Plumbing

City of Willmar

Monthly External Permits Report

Printed: 7/7/2023

Page: 1

Permit #	Issued Date	Owner and Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI032633	6/23/2023	SI 24th Street LLC 1301 24th St NW	95-909-0200	Siding Commercial Add/Alter	Commercial Reside	\$45,000.00	\$552.25
WI032647	6/23/2023	SI 24th St LLC 1319 24th St NW		Siding Commercial Add/Alter	Commercial Reside	\$45,000.00	\$552.25
WI032648	6/23/2023	SL 24th St LLC 1337 24th St NW		Siding Commercial Add/Alter	Commercial Reside	\$37,000.00	\$476.25
WI032649	6/23/2023	SL 24th st LLC 1355 24th St NW		Siding Commercial Add/Alter	Commercial Reside	\$45,000.00	\$552.25
WI032650	6/23/2023	SI 24th St LLC 1373 24th St NW		Siding Commercial Add/Alter	Commercial Reside	\$45,000.00	\$552.25
WI032748	6/28/2023	Porttiin/Bruce P & Rita M 1509 4th St NE	95-467-0610 Lot 1, Block 3	Reroofing Residential Add/Alter	Residential Reroof	\$15,000.00	\$37.50
WI032780	6/2/2023	A & B Properties, LLC 313 10th St NW	95-003-0420 Lot 4, Block 4 Willmar, Town Of (Original)	Reroofing Residential Add/Alter	Residential Reroof	\$2,500.00	\$31.25
WI032781	6/2/2023	Shemon/Darrin M & Kaylynn 2409 Country Club Dr NE	95-137-0060 Block 1 Country Club Terrace	Reroofing Residential Add/Alter	Residential Reroof	\$3,800.00	\$31.90
WI032794	6/2/2023	Daniels/Timothy & Patricia 1615 16th St NW	95-603-0300 Lot 20, Block 2 Oslo Heights	Single Family Replace	Gas Furnace & A/C Replacement	\$9,627.00	\$56.00
WI032795	6/21/2023	Schwitters/Clint 1110 5th St SW	95-915-2730	Siding Residential Add/Alter	Residential Reside & Windows	\$3,000.00	\$51.50
WI032803	6/2/2023	Gardner/Stephen & Mollyanne 1018 Meadow Lane SW	95-600-0050 Block 1 Orchard Hill, Nursery Add	Single Family Alt/Remodel	Ductless Minisplit	\$4,500.00	\$26.00
WI032806	6/16/2023	Brouwer/Gayle D & Ross O 3300 4th Ave NW	95-833-0980 Lot 8, Block 6 Valley Brook Estates	Reroofing Residential Add/Alter	Residential Reroof	\$12,000.00	\$36.00
WI032807	6/2/2023	Carlson/Leroy E & Carol J 2008 11th St SW	95-132-0060 Lot 6, Block 1 Chief Addition	Single Family Replace	A/C Replacement	\$5,205.00	\$26.00
WI032808	6/2/2023	Lee/Michael Y & Noelle E 1309 12th St SE	95-672-0330 Block 4 Pleasant View	Reroofing Residential Add/Alter	Residential Reroof	\$5,000.00	\$32.50

Issued Dates: 6/1/2023 to 6/30/2023
 Report Name: Monthly External Permits Report
 Permit Type(s): Building, Mechanical, Plumbing

City of Willmar

Monthly External Permits Report

Printed: 7/7/2023
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Permit #	Issued Date	Owner and Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI032810	6/7/2023	Stadther/James & Ginger 608 26th Ave SW	95-683-0270 Block 2 Portland Acres 3rd Addition	Reroofing Residential Add/Alter	Residential Reroof	\$8,250.00	\$34.13
WI032811	6/7/2023	O'Connell/Charles D & Traci L 2000 21st St SW	95-601-0010 Lot 1, Block 1 Ortenblad's Homesites	Reroofing Residential Add/Alter	Residential Reroof	\$6,250.00	\$33.13
WI032812	6/7/2023	Stoeberl/Todd & Michaele 3300 Eagle Ridge Dr E	95-148-0540 Lot 12, Block 3 Eagles Landing	Reroofing Residential Add/Alter	Residential Reroof	\$7,750.00	\$33.88
WI032813	6/7/2023	Suter/Randall M & Michelle R 1609 Richland Ave SW	95-868-0590 Lot 2, Block 6 Westwind Estates	Reroofing Residential Add/Alter	Residential Reroof	\$6,500.00	\$33.25
WI032814	6/7/2023	Gee/Russell J/&Michelle M Gau 1612 Richland Ave SW	95-868-0480 Lot 5, Block 3 Westwind Estates	Reroofing Residential Add/Alter	Residential Reroof	\$6,250.00	\$33.13
WI032815	6/7/2023	Fischer/Andrew & Kasey 1608 Richland Ave SW	95-868-0490 Lot 6, Block 3 Westwind Estates	Reroofing Residential Add/Alter	Residential Reroof	\$6,500.00	\$33.25
WI032817	6/7/2023	Nelson/Ken R & Heidi J 1447 Grace Ave SW	95-080-0110 Lot 11, Block 1 Bon-Van Acres	Reroofing Residential Add/Alter	Residential Reroof	\$7,750.00	\$33.88
WI032819	6/12/2023	Aehi LLC 400 15th Ave SW	95-922-6050	Alteration Commercial Add/Alter	Interior Remodel	\$1,000.00	\$35.75
WI032820	6/13/2023	Weiberg/Eric & Alice 3507 Eagle Ridge Dr W	95-148-0370 Lot 4, Block 2 Eagles Landing	Reroofing Residential Add/Alter	Residential Reroof	\$15,429.00	\$37.71
WI032822	6/1/2023	Asmus/Brianna M & Timothy P 1213 6th St SW	95-480-0110 Lot 11, Block 1 Leary's Addition	Reroofing Residential Add/Alter	Residential Reroof	\$7,470.00	\$33.74
WI032823	6/1/2023	Johnson/Kathy A 800 13 1/2 Ave SW	95-750-0730 Sub-Div. N1/2 Of Ne1/4	Reroofing Residential Add/Alter	Residential Reroof	\$9,500.00	\$34.75
WI032825	6/1/2023	Hansen/Janelle L 901 14th Ave SE	95-670-0300 Lot 10, Block 2 Pleasant View Addition	Reroofing Residential Add/Alter	Residential Reroof	\$6,000.00	\$33.00

City of Willmar

Monthly External Permits Report

Permit #	Issued Date	Owner and Site Address	Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI032826	6/2/2023	Lampher/Anthony & Brittany 1408 17th St SW	95-510-0350 Lot 13, Block 3 Molenaar's Addition	Reroofing Residential Add/Alter	Residential Reroof	\$6,000.00 \$33.00
WI032828	6/1/2023	Benson/Arthur L & Annette R 1408 15th Ave NW	95-903-0020	Garage Garage/Shed	New garage	\$44,322.00 \$896.25
WI032829	6/9/2023	Anfinson/Dennis & Maxine 2304 6th Ave SE	95-668-0960 Lot 6, Block 5 Pheasant Run	Deck Residential Add/Alter	Residential Deck	\$22,000.00 \$526.21
WI032830	6/1/2023	Rsn Properties LLC 1000 19th Ave SW	95-922-8017	Reroofing Commercial Add/Alter	Commercial Reroof	\$73,000.00 \$755.00
WI032831	6/1/2023	Knutson/Charles & Marlene 808 Willmar Ave SE	95-923-8305	Reroofing Residential Add/Alter	Residential Reroof	\$8,916.00 \$34.46
WI032832	6/2/2023	Kappers/John & Dawn 3105 Eagle Ridge Dr E	95-148-0280 Lot 28, Block 1 Eagles Landing	Reroofing Residential Add/Alter	Residential Reroof	\$15,035.00 \$37.52
WI032834	6/2/2023	Zarnott/Wayne & Marilyn 611 19th St SE	95-095-0270 Lot 7, Block 1 Boulder Ridge	Single Family Replace	A/C Replacement	\$4,700.00 \$26.00
WI032835	6/2/2023	Ruff/James M 2015 1st St S	95-323-0030 Highway Commercial Tract	Reroofing Commercial Add/Alter	Commercial Reroof	\$27,000.00 \$381.25
WI032836	6/13/2023	Reverence For Life & Concern 325 7th St NW	95-825-0010 Lot 1, Block 1 Turnabout Addition	Reroofing Commercial Add/Alter	Commercial Reroof	\$10,003.00 \$179.75
WI032837	6/2/2023	Lacek/Keith M 228 Manila St NE	95-730-0560 Block 4 Sperry's Addition	Deck Residential Add/Alter	Residential Deck	\$2,000.00 \$103.71
WI032838	6/13/2023	Larson/Donald L & Heather M 504 36th St NW	95-833-1500 Lot 1, Block 1 Valley Brook Estates	Reroofing Residential Add/Alter	Residential Reroof	\$18,720.00 \$39.36
WI032839	6/6/2023	Wilson/Sally A 1513 6th St SW	95-700-0420 Lot 12, Block 3 Scandia Terrace Addition	Reroofing Residential Add/Alter	Residential Reroof	\$4,250.00 \$32.13

Issued Dates: 6/1/2023 to 6/30/2023

Report Name: Monthly External Permits Report

Permit Type(s): Building, Mechanical, Plumbing

City of Willmar

Monthly External Permits Report

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Permit #	Issued Date	Owner and Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI032840	6/12/2023	Zimmer/Wm E & Gwen L 1320 Gorton Ave NW	95-009-0250 Block 126 Second Addition To Willmar	Alteration Residential Add/Alter	Installation of wall braces	\$16,749.00	\$258.12
WI032841	6/6/2023	Johnson/Ronald E 1401 Willmar Ave SW	95-060-0010 Lot 1, Block 1 Bokelman's Addition To The City Of Willmar	Drainage system Residential Add/Alter	Sump and Pump system, drainage	\$3,000.00	\$76.25
WI032842	6/6/2023	Dargay/Kristen & Dennis 400 21st St SE	95-668-0210 Lot 11, Block 2 Pheasant Run	Reroofing Residential Add/Alter	Residential Reroof	\$16,971.00	\$38.49
WI032843	6/8/2023	JH, LLC 1020 Lakeland Dr NE		New Apartment	74 Unit Apartment Building	\$6,000,000.00	\$148,032.71
WI032844	6/6/2023	Isassi/Jose/Jr 2404 Williams Pkwy SW	95-715-0810 Lot 1, Block 2 Southgate Addition	Reroofing Residential Add/Alter	Residential Reroof	\$6,784.00	\$33.39
WI032845	6/7/2023	Jennie-O Turkey Store Inc 505 Gorton Ave NW	95-999-0500	Demolition Move/Raze	Demo 5600 SF Building	\$0.00	\$150.00
WI032846	6/13/2023	Kathner Rev Trust/David & S 708 11 1/2 Ave SE	95-230-0440 Block 3 Gesch Addition	Reroofing Residential Add/Alter	Residential Reroof & ReSiding	\$18,000.00	\$89.00
WI032847	6/6/2023	Baron/David E & Cheryl C 409 25th St SE	95-668-4450 Lot 5, Block 1 Pheasant Run	Reroofing Residential Add/Alter	Residential Reroof	\$18,000.00	\$39.00
WI032848	6/23/2023	Lorensen/Christopher & Edwina 1505 Richland Ave SW	95-868-0400 Lot 1, Block 1 Westwind Estates	New New Single-Family Dwelling	New home	\$314,983.00	\$3,395.20
WI032849	6/8/2023	Vruwink/Kathryn J 400 28th St SE	95-882-0380 Lot 22, Block 3 Woodberry Addition	Reroofing Residential Add/Alter	Residential Reroof	\$19,500.00	\$39.75
WI032850	6/6/2023	Decathelineau/Lois J 1216 26th St NW	95-135-1010 Lot 21, Block 5 College View	Reroofing Residential Add/Alter	Residential Reroof	\$16,000.00	\$38.00
WI032851	6/12/2023	Keske/Adam & Alisa 1223 Litchfield Ave SW	95-006-6970 Block 109 First Addition To The Town Of Willmar	Single Family Replace	A/C Replacement	\$5,100.00	\$26.00

Issued Dates: 6/1/2023 to 6/30/2023
 Report Name: Monthly External Permits Report
 Permit Type(s): Building, Mechanical, Plumbing

City of Willmar

Monthly External Permits Report

Printed: 7/7/2023
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Permit #	Issued Date	Owner and Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI032852	6/8/2023	Amundson/Lavonne 308 28th St SE	95-882-0390 Lot 23, Block 3 Woodberry Addition	Reroofing Residential Add/Alter	Residential Reroof	\$18,800.00	\$39.40
WI032853	6/8/2023	Scheltens Rev Trusts/R H & D J 304 28th St SE	95-882-0400 Lot 24, Block 3 Woodberry Addition	Reroofing Residential Add/Alter	Residential Reroof	\$15,800.00	\$37.90
WI032854	6/8/2023	Guerdette/Leanne 421 Johanna Ave SE	95-222-0810 Block 5 Ferrings 2nd Addition	Reroofing Residential Add/Alter	Residential Reroof	\$13,000.00	\$36.50
WI032855	6/8/2023	Boyer/James W & Kay J 1909 20th Ave SW	95-885-0420 Lot 2, Block 3 Yorktown Estates	Reroofing Residential Add/Alter	Residential Reroof	\$13,000.00	\$36.50
WI032856	6/13/2023	Strong/Mark 504 Portland Dr SW	95-785-0090 Lot 9, Block 1 Sunnyview Addition	Reroofing Residential Add/Alter	Residential Reroof	\$11,612.00	\$35.81
WI032857	6/13/2023	Correa De Martinez/Guadalupe 600 Mary Ave SE	95-914-1820	Reroofing Residential Add/Alter	Residential Reroof	\$7,388.00	\$33.69
WI032858	6/13/2023	Oros/Paul M/& Carie L Hignight 720 7th St SW	95-006-3360 Lot 6, Block 80 First Addition To The Town Of Willmar	Reroofing Residential Add/Alter	Residential Reroof	\$3,138.00	\$31.57
WI032859	6/13/2023	Stoeberl/Mitchell L 506 Portland Dr SW	95-785-0100 Lot 10, Block 1 Sunnyview Addition	Reroofing Residential Add/Alter	Residential Reroof	\$14,760.00	\$37.38
WI032860	6/7/2023	Lang/Daniel J 613 14th St SW	95-006-8010 Lot 11, Block 117 First Addition To The Town Of Willmar	Reroofing Residential Add/Alter	Residential Reroof	\$15,000.00	\$37.50
WI032861	6/8/2023	Leenstra/Thomas J & Barbara 208 Terrace Dr SW	95-330-0060 Block 1 Hillside Terrace	Single Family Replace	A/C Replacement	\$4,600.00	\$26.00
WI032862	6/8/2023	Salonek/Jordan E 413 Highland Rd SW	95-320-0040 Lot 4, Block 1 Highland Place In The City Of Willmar	Reroofing Residential Add/Alter	Residential Reroof	\$11,000.00	\$35.50

Issued Dates: 6/1/2023 to 6/30/2023

Report Name: Monthly External Permits Report

Permit Type(s): Building, Mechanical, Plumbing

City of Willmar Monthly External Permits Report

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Permit #	Issued Date	Owner and Site Address	Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI032863	6/7/2023	Schandorff/Carol 400 24th St SE	95-668-0810 Lot 11, Block 4 Pheasant Run	Reroofing Residential Add/Alter	Residential Reroof	\$8,032.00 \$34.02
WI032864	6/13/2023	Kerstetter/Keith T & Cindy 2203 8th Ave SE	95-668-2100 Lot 10, Block 1 Pheasant Run	Reroofing Residential Add/Alter	Residential Reroof	\$22,550.00 \$41.28
WI032865	6/12/2023	Presbyterian Family Foundatn 905 Olena Ave SE	95-665-0330 Lot 23, Block 2 Perkins 5th Addition	Single Family Replace	A/C Replacement	\$4,987.00 \$26.00
WI032866	6/8/2023	Christianson Propertes, LLC 313 28th St SE	95-882-0510 Lot 10, Block 4 Woodberry Addition	New New Single-Family Dwelling	New home	\$197,821.00 \$2,371.37
WI032867	6/12/2023	Christianson Propertes, LLC 313 28th St SE	95-882-0510 Lot 10, Block 4 Woodberry Addition	Single Family New	Plumbing for new house	\$0.00 \$206.00
WI032868	6/12/2023	Christianson Propertes, LLC 313 28th St SE	95-882-0510 Lot 10, Block 4 Woodberry Addition	Single Family New	HVAC for single family dwelling	\$197,821.00 \$101.00
WI032871	6/8/2023	Silva/Joel & Martha Patricia 504 25th St SE	95-668-1310 Lot 11, Block 7 Pheasant Run	Reroofing Residential Add/Alter	Residential Reroof	\$12,615.00 \$36.31
WI032872	6/14/2023	Lake Region Bank 1690 1st St S	95-922-6900	Siding Commercial Add/Alter	Commercial Reside/ Repair	\$35,000.00 \$457.25
WI032873	6/8/2023	Woods/Cecil & Yvonne 1041 Hill Road SW	95-600-0510 Lot 21, Block 3 Orchard Hill, Nursery Add	Reroofing Residential Add/Alter	Residential Reroof	\$23,332.00 \$41.67
WI032874	6/13/2023	Lingl/Marie J 2309 Gorton Ave NW	95-380-0090 Block 1 Hummel's Addition	Reroofing Residential Add/Alter	Residential Reroof	\$10,123.00 \$35.06
WI032875	6/15/2023	Thompson/Michael J & Renae L 1004 20th Ave SE	95-138-0270 Lot 7, Block 2 Countryside Addition	Reroofing Residential Add/Alter	Residential Reroof	\$1,800.00 \$31.00
WI032880	6/9/2023	Mead/Troy A & Michele L 605 11th Ave SE	95-230-0120 Block 1 Gesch Addition	Reroofing Residential Add/Alter	Residential Reroof	\$4,500.00 \$32.25

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WI032881	6/13/2023	Grothem/Ryan R/ & Laura A Klein 1301 17th St SW	95-921-5720	Reroofing Residential Add/Alter	Residential Reroof	\$9,713.00	\$34.86
WI032882	6/13/2023	Swanson/Cassandra M 1013 Becker Ave SE	95-880-0040 Lot 4 Wojohn's Addition	Reroofing Residential Add/Alter	Residential Reroof	\$11,380.00	\$35.69
WI032883	6/9/2023	Viessman/Sandra 1504 4th St NE	95-467-0520 Lot 2, Block 2	Reroofing Residential Add/Alter	Residential Reroof	\$5,200.00	\$32.60
WI032884	6/13/2023	Pals, Inc 4101 1st Ave W	95-917-5900	Alteration Commercial Add/Alter	Connect to City Sewer/ Add Flammable Waste	\$0.00	\$3,100.00
WI032888	6/14/2023	Wetterling/Steven & Staci 1221 29th St NW	95-135-0060 Lot 6, Block 1 College View	Siding Residential Add/Alter	Residential Reside	\$5,000.00	\$52.50
WI032889	6/15/2023	Swalin/Grayson & Karen 815 11th St SW	95-590-0260 Block 2 Nyquist's North Orchard Addition	Reroofing Residential Add/Alter	Residential Reroof	\$8,000.00	\$34.00
WI032890	6/15/2023	Vander Heiden/Edward & Lisa 501 34th St NW	95-833-0930 Lot 3, Block 6 Valley Brook Estates	Reroofing Residential Add/Alter	Residential Reroof	\$6,000.00	\$33.00
WI032891	6/15/2023	Holmquist/Jayden T 3016 2nd Ave NW	95-835-0380 Lot 15, Block 2 Vos Park	Reroofing Residential Add/Alter	Residential Reroof	\$6,000.00	\$33.00
WI032892	6/15/2023	Freiborg/Jody D & Pamela Jo 508 34th St NW	95-833-0770 Lot 17, Block 5 Valley Brook Estates	Reroofing Residential Add/Alter	Residential Reroof	\$8,000.00	\$34.00
WI032893	6/13/2023	Johnson/Carol A 601 26th Ave SW	95-683-0495 Block 4 Portland Acres 3rd Addition	Reroofing Residential Add/Alter	Residential Reroof	\$4,800.00	\$32.40
WI032894	6/12/2023	Hernandez/Jose Luis Huerta/ & 814 Park Ave NW	95-820-0050 Block 1 Thorpe & Lien's Addition	Reroofing Residential Add/Alter	Residential Reroof	\$12,000.00	\$36.00
WI032895	6/13/2023	Morales/Francisco J 902 2nd St SW	95-280-2010 Lot 1, Block 12 Hanson's Addition To Willmar	Reroofing Residential Add/Alter	Residential Reroof	\$4,000.00	\$32.00

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WI032896	6/20/2023	Farm-Rite Land, LLC 1515 Hwy 12 W	95-689-0030 Lot 3, Block 1 Quinn Addition	New Commercial New	26000 sq ft shop and office/showroom	\$4,096,038.00	\$34,457.45
WI032897	6/14/2023	Rockstep Willmar, LLC 1605 1st St S	95-699-2020 Lot 3, Block 1	Alteration Commercial Add/Alter	Interior Remodel/ Tenant Improvement	\$5,000.00	\$102.25
WI032898	6/16/2023	Jj Holdings, LLC 1100 19th Ave SW	95-484-0010 Block 1 Les Chermak Addition	Garage Garage/Shed	New garage	\$25,735.00	\$604.81
WI032899	6/14/2023	Reyes/Lizbeth/& F Reyes 1214 Quincy Ave SW	95-690-0750 Lot 25, Block 4 Ramblewood Addition	Reroofing Residential Add/Alter	Residential Reroof	\$16,920.00	\$38.46
WI032900	6/14/2023	Ruch/Darrell & Peggy 3408 Eagle Ridge Dr E	95-148-0480 Lot 6, Block 3 Eagles Landing	Reroofing Residential Add/Alter	Residential Reroof	\$6,800.00	\$33.40
WI032901	6/14/2023	Flaig/Mark W & Joan M 2404 9th St SW	95-867-0250 Lot 5, Block 2 West Portland Acres	Reroofing Residential Add/Alter	Residential Reroof	\$31,676.00	\$45.84
WI032902	6/14/2023	Lingl/Gary J & Jean M 618 6th St SW	95-006-2170 Lot 5, Block 72 First Addition To The Town Of Willmar	Reroofing Residential Add/Alter	Residential Reroof	\$31,676.00	\$45.84
WI032903	6/14/2023	Sorto/Hermis Alvarado 1315 8th St SW	95-780-0660 Block 3 Sunnyside	Single Family Replace	A/C Replacement	\$6,400.00	\$26.00
WI032904	6/15/2023	Bulthuis/Ricky J & Kristine A 2204 Richland Dr SW	95-696-0240 Lot 4, Block 3 Richland Acres	Single Family Replace	A/C Replacement	\$6,700.00	\$26.00
WI032905	6/16/2023	Gilbertson/Nathan L & Anna L 1424 16th St SW	95-863-0250 Lot 15, Block 1 West Park 4th Addition	Reroofing Residential Add/Alter	Residential Reroof	\$15,836.00	\$37.92
WI032906	6/15/2023	Sampson/Kirk & Amy J 200 Havana St NE	95-730-0100 Block 1 Sperry's Addition	Reroofing Residential Add/Alter	Residential Reroof	\$6,225.00	\$33.11
WI032907	6/20/2023	Arvidson/Jacob/& Ashley Hoyle 1204 11th St SE	95-670-0690 Lot 19, Block 3 Pleasant View Addition	Reroofing Residential Add/Alter	Residential Reroof	\$15,500.00	\$37.75

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WI032908	6/20/2023	Christianson Properties, LLC 295 28th St SE	95-882-0460 Lot 5, Block 4 Woodberry Addition	Reroofing Residential Add/Alter	Residential Reroof	\$17,400.00	\$38.70
WI032909	6/28/2023	Dahle/Richard & Kelley 1508 Country Club Dr NE	95-467-0110 Lot 1, Block 2	Siding Residential Add/Alter	Residential Reside	\$17,000.00	\$58.50
WI032910	6/16/2023	Pavelko/Corey A & Melanie J 1404 9th St SW	95-800-0020 Lot 2, Block 1 Terwisscha's Addition	Reroofing Residential Add/Alter	Residential Reroof	\$14,000.00	\$37.00
WI032911	6/16/2023	Terhune/Judith 624 19th St SE	95-229-0120 Lot 3, Block 1 Genesis Addn	Reroofing Residential Add/Alter	Residential Reroof	\$6,250.00	\$33.13
WI032912	6/16/2023	Walker Joint Living Trust 628 19th St SE	95-229-0130 Lot 4, Block 1 Genesis Addn	Reroofing Residential Add/Alter	Residential Reroof	\$6,250.00	\$33.13
WI032913	6/16/2023	Lambertson/Judith K 1213 16th St SW	95-860-0110 Lot 11, Block 1 West Park 1st Addition	Reroofing Residential Add/Alter	Residential Reroof	\$8,128.00	\$34.06
WI032914	6/28/2023	Schlichting/Gregory & Diane 1428 Grace Ave SW	95-080-0410 Lot 11, Block 3 Bon-Van Acres	Reroofing Residential Add/Alter	Residential Reroof	\$11,673.00	\$35.84
WI032915	6/29/2023	Gasca-Ortega/Alberto 324 5th St SW	95-003-4860 Block 42 Willmar, Town Of (Original)	Commercial/Ind Replace	Roof Top AC Replace	\$6,000.00	\$78.00
WI032916	6/27/2023	Essendrup/Michael L 1609 7 1/2 St SW	95-664-0570 Lot 7, Block 4 Perkins 4th Addition	Reroofing Residential Add/Alter	Residential Reroof	\$12,000.00	\$36.00
WI032917	6/27/2023	Leitch/Griffin & Laura 200 16th Ave NE	95-467-0920 Lot 3, Block 1	Single Family Replace	A/C Replacement	\$6,153.00	\$26.00
WI032918	6/27/2023	Pillatzki/Kevin A & Susan M 1700 Pleasant View Ci SE	95-423-0050 Lot 5, Block 1 Koosman Signature Addition	Single Family Replace	Gas Furnace & A/C Replacement	\$8,900.00	\$56.00
WI032919	6/27/2023	Gardner/Stephen & Mollyanne 1018 Meadow Lane SW	95-600-0050 Block 1 Orchard Hill, Nursery Add	Single Family Replace	A/C Replacement	\$5,620.00	\$26.00

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WI032920	6/27/2023	Cdk Properties, LLC 500 Industrial Dr SW	95-870-0010 Block 1 Willmar Industrial Park	Commercial/Ind Replace	Gas Furnace & Air Conditioner	\$14,745.00	\$154.82
WI032921	6/20/2023	Osoy/Fernando David Cano 2208 5th Ave SE	95-668-0630 Lot 23, Block 3 Pheasant Run	Reroofing Residential Add/Alter	Residential Reroof	\$18,706.00	\$39.35
WI032922	6/28/2023	Peterson/James A 1012 4th St SW	95-280-0440 Block 3 Hanson`s Addition To Willmar	Reroofing Residential Add/Alter	Residential Reroof	\$13,500.00	\$36.75
WI032923	6/20/2023	Cameron/Joel R & Cindy 921 Trott Ave SE	95-914-1410	Reroofing Residential Add/Alter	Residential Reroof	\$3,800.00	\$31.90
WI032924	6/20/2023	Ochsendorf/Christian & Laura 1610 9th St SW	95-847-0010 Lot 1, Block 1 Wesley Acres	Reroofing Residential Add/Alter	Residential Reroof	\$8,250.00	\$34.13
WI032925	6/20/2023	Knight/Andrew & Amber 905 Meadow Lane SW	95-600-0120 Block 2 Orchard Hill, Nursery Add	Reroofing Residential Add/Alter	Residential Reroof	\$4,850.00	\$32.43
WI032926	6/27/2023	Strei/Joseph F & Shannon R 2400 7th Ave SE	95-668-4810 Lot 6, Block 2	Reroofing Residential Add/Alter	Residential Reroof	\$16,500.00	\$38.25
WI032927	6/20/2023	Nelsen/Paul D & Audrey M 1509 9th St SE	95-671-0450 Block 3 Pleasant View Second Addition	Reroofing Residential Add/Alter	Residential Reroof	\$6,000.00	\$33.00
WI032928	6/28/2023	Anderson/Denis B & Sandra K 3213 Eagle Ridge Dr E	95-148-0230 Block 1 Eagles Landing	Reroofing Residential Add/Alter	Residential Reroof	\$29,574.00	\$44.79
WI032929	6/27/2023	Drury/Judy 2220 10th Ave SE	95-615-0130 Lot 3, Block 1 Park Avenue	Single Family Replace	A/C Replacement	\$4,886.00	\$26.00
WI032930	6/27/2023	Seifert Rev Trusts/John & Mary 1105 Richland Ave SW	95-132-0270 Lot 3, Block 4 Chief Addition	Single Family Replace	A/C Replacement	\$3,965.00	\$26.00
WI032932	6/27/2023	Christianson Propertes, LLC 283 28th St SE	95-882-0430 Lot 2, Block 4 Woodberry Addition	New New Two-Family Dwelling	New two family home on one lot	\$266,002.00	\$2,974.71

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WI032933	6/27/2023	Christianson Propertes, LLC 283 28th St SE	95-882-0430 Lot 2, Block 4 Woodberry Addition	Two Family Residence New	Plumbing for new two family dwelling	\$0.00	\$255.00
WI032934	6/27/2023	Christianson Propertes, LLC 283 28th St SE	95-882-0430 Lot 2, Block 4 Woodberry Addition	Two Family Residence New	HVAC for two family dwelling	\$266,002.00	\$134.00
WI032935	6/23/2023	Lorensen/Christopher & Edwina 1505 Richland Ave SW	95-868-0400 Lot 1, Block 1 Westwind Estates	Single Family New	plumbing for new home	\$0.00	\$220.00
WI032936	6/23/2023	Lorensen/Christopher & Edwina 1505 Richland Ave SW	95-868-0400 Lot 1, Block 1 Westwind Estates	Single Family New	HVAC for single family dwelling	\$314,000.00	\$158.00
WI032937	6/27/2023	Fairbanks/Norma J 2709 12th Ave NW	95-135-0900 Lot 10, Block 5 College View	Reroofing Residential Add/Alter	Residential Reroof	\$5,000.00	\$32.50
WI032938	6/27/2023	Hedlof/Gary E & Catherine M 1500 7-1/2 St SW	95-922-6120	Reroofing Commercial Add/Alter	Commercial Reroof of apartment, Siding removal and installation on North garage	\$10,500.00	\$180.00
WI032939	6/27/2023	Peterson Rev Liv Trust/Bruce&P 1424 18th St SW	95-861-0340 Lot 4, Block 3 West Park 2nd Addition	Reroofing Residential Add/Alter	Residential Reroof	\$19,400.00	\$39.70
WI032940	6/27/2023	Ridler/Joseph/& Lori 1912 20th Ave SW	95-885-0270 Lot 7, Block 2 Yorktown Estates	Reroofing Residential Add/Alter	Residential Reroof	\$23,200.00	\$41.60
WI032941	6/27/2023	Otness/Gretchen 1408 11th St SW	95-690-1670 Lot 17, Block 8 Ramblewood Addition	Drainage system Residential Add/Alter	sump and drain tile system	\$12,213.00	\$205.86
WI032943	6/27/2023	Lagos/Edilberto Torres 712 17th St SE	95-843-0740 Lot 4, Block 7 Welshire Addition	Reroofing Residential Add/Alter	Residential Reroof	\$5,000.00	\$32.50
WI032944	6/27/2023	Chapin/Dianna 1419 Fairacre Lane SW	95-209-0070 Lot 7, Block 1 Fairacre Addition	Reroofing Residential Add/Alter	Residential Reroof	\$25,000.00	\$42.50
WI032945	6/27/2023	Reimer/Terrill E & Christine 1907 11th St SW	95-132-0090 Lot 3, Block 2 Chief Addition	Reroofing Residential Add/Alter	Residential Reroof & Reside	\$58,000.00	\$109.00

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WI032946	6/27/2023	V1 Investments, LLC 1216 7 1/2 St SW	95-780-0280 Block 2 Sunnyside	Single Family Replace	A/C Replacement	\$4,600.00	\$26.00
WI032947	6/27/2023	Johnson/Brent 2301 Williams Pkwy SW	95-715-1720 Lot 2, Block 5 Southgate Addition	Reroofing Residential Add/Alter	Residential Reroof & Siding	\$6,831.00	\$83.42
WI032948	6/27/2023	Levesque/Sean & Kathryn 308 23rd St SE	95-668-0150 Lot 5, Block 2 Pheasant Run	Single Family Replace	A/C Replacement	\$4,650.00	\$26.00
WI032949	6/27/2023	Rierson/Steven W & Susan R 1125 5th St SW	95-280-0680 Block 4 Hanson's Addition To Willmar	Reroofing Residential Add/Alter	Residential Reroof	\$12,700.00	\$36.35
WI032950	6/27/2023	Nelson/Brian W & Whitney L 2708 3rd Ave SE	95-882-0090 Block 1 Woodberry Addition	Reroofing Residential Add/Alter	Residential Reroof	\$20,800.00	\$40.40
WI032951	6/27/2023	Johnson/Timothy S & Cheryl 1417 16th St SW	95-863-0380 Lot 8, Block 2 West Park 4th Addition	Reroofing Residential Add/Alter	Residential Reroof	\$19,200.00	\$39.60
WI032952	6/27/2023	Beckman/Marc K & Leah K 1209 26th St NW	95-135-0790 Block 4 College View	Install Egress Window Residential Add/Alter	Egress Window	\$5,000.00	\$102.25
WI032953	6/27/2023	Snyder/Ronald & Nancy 2524 7th Ave SE	95-668-5030 Lot 14, Block 1 Pheasant Run	Reroofing Residential Add/Alter	Residential Reroof	\$8,000.00	\$34.00
WI032954	6/27/2023	Wilkins/Frank E 2508 7th Ave SE	95-668-5220 Lot 3, Block 1 Pheasant Run	Reroofing Residential Add/Alter	Residential Reroof	\$8,000.00	\$34.00
WI032955	6/27/2023	Schlagel/Laura A 1242 Ramblewood Ave SW	95-690-1260 Lot 26, Block 6 Ramblewood Addition	Reroofing Residential Add/Alter	Residential Reroof	\$5,500.00	\$32.75
WI032956	6/27/2023	Pesola/Michael A 1704 7 1/2 St SW	95-922-6480	Reroofing Residential Add/Alter	Residential Reroof	\$3,500.00	\$31.75
WI032957	6/27/2023	Lighthizer/Donald & P/Jr 1008 Olaf Ave NW	95-820-0230 Block 2 Thorpe & Lien's Addition	Reroofing Residential Add/Alter	Residential Reroof	\$3,500.00	\$31.75

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WI032958	6/27/2023	Eichhorst Property Partnership 2305 Country Club Dr NE	95-137-0110 Block 1 Country Club Terrace	Reroofing Residential Add/Alter	Residential Reroof	\$8,000.00	\$34.00
WI032959	6/29/2023	Deaner/David M & Denise 605 14th St SW	95-006-8030 Lot 13, Block 117 First Addition To The Town Of Willmar	Reroofing Residential Add/Alter	Residential Reroof	\$10,500.00	\$35.25
WI032960	6/27/2023	Rc Investments, LLC 623 Russell St NW	95-820-1110 Block 6 Thorpe & Lien's Addition	Reroofing Residential Add/Alter	Residential Reroof	\$5,000.00	\$32.50
WI032961	6/27/2023	Garcia/Rosa M 421 Mary Ave SE	95-250-0070 Lot 7, Block 1 Glarum's Addition To Willmar	Reroofing Residential Add/Alter	Residential Reroof & Siding	\$6,000.00	\$83.00
WI032963	6/27/2023	Schwitters/Mitch 724 4th St SE	95-180-0010 Lot 1, Block 1 Erickson's Addition	Siding Residential Add/Alter	Residential Reside & Windows	\$5,200.00	\$52.60
WI032964	6/28/2023	Johannes/Ronald D & Sheila R 2808 8th Ave NW	95-248-0120 Lot 2, Block 1 Glacial Valley Estates	Reroofing Residential Add/Alter	Residential Reroof	\$7,813.00	\$33.91
WI032965	6/27/2023	Winnie Willmar, LLC 1901 1st St S	95-323-0010 Highway Commercial Tract	Fire Sprinkler/Fire Alarm Commercial Add/Alter		\$9,000.00	\$251.59
WI032966	6/28/2023	Huffman/Michael C & Marna 1220 Willmar Ave SW	95-570-0500 Block 3 Nursery Addition	Reroofing Residential Add/Alter	Residential Reroof	\$9,161.00	\$34.58
WI032967	6/28/2023	Plafcan/Robert M & Vicky 1005 16th St SW	95-042-0250 Block 1 Barnstad's Second Addition	Reroofing Residential Add/Alter	Residential Reroof	\$21,371.00	\$40.69
WI032968	6/27/2023	Ortiz/Jose G & Martha 1200 16th St NE	95-390-0350 Block 3 Iverson Park	Reroofing Residential Add/Alter	Residential Reroof	\$11,000.00	\$35.50
WI032969	6/27/2023	Iverson/Frances 1127 5th St SW	95-915-2630	Reroofing Residential Add/Alter	Residential Reroof	\$20,022.00	\$40.01

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WI032970	6/27/2023	Cooley/Nathan & Norma S 3108 1st Ave NW	95-835-0280 Lot 5, Block 2 Vos Park	Reroofing Residential Add/Alter	Residential Reroof	\$9,449.00	\$34.72
WI032971	6/27/2023	Erickson/Scott & Karen 1713 8th Ave SE	95-843-0440 Block 5 Welshire Addition	Reroofing Residential Add/Alter	Residential Reroof	\$14,861.00	\$37.43
WI032972	6/28/2023	Hedy/Janet F 2800 14th Ave NW	95-135-0160 Lot 16, Block 1 College View	Reroofing Residential Add/Alter	Residential Reroof	\$10,698.00	\$35.35
WI032973	6/28/2023	Aslesen/Mark E & Lora E 404 21st St SE	95-668-0220 Lot 12, Block 2 Pheasant Run	Siding Residential Add/Alter	Residential Reside	\$10,000.00	\$55.00
WI032974	6/27/2023	Johnson/Joshua A & Jennifer M 1225 27th St NW	95-135-0580 Lot 8, Block 3 College View	Reroofing Residential Add/Alter	Residential Reroof	\$5,000.00	\$32.50
WI032975	6/28/2023	Stoffel/Thomas L & Teresita 700 23rd St SE	95-668-4210 Lot 1, Block 1 Pheasant Run	Reroofing Residential Add/Alter	Residential Reroof	\$19,112.00	\$39.56
WI032977	6/28/2023	Lawton/Robert Jay & Diane I 400 24th Ave SW	95-680-0760 Lot 6, Block 4 Portland Acres	Reroofing Residential Add/Alter	Residential Reroof	\$8,651.00	\$34.33
WI032978	6/27/2023	Marti/Kevin G & Greta M 1605 15th Ave SW	95-862-0140 Lot 4, Block 1 West Park 3rd Addition	Reroofing Residential Add/Alter	Residential Reroof	\$9,468.00	\$34.73
WI032982	6/29/2023	Hanna/Michael A & Katie M 900 Richland Ave SW	95-497-0110 Lot 1, Block 2 M. U. C. Addition	Reroofing Residential Add/Alter	Residential Reroof	\$4,500.00	\$32.25
WI032984	6/28/2023	County Of Kandiyohi 250 28th St SW	95-872-1060 Lot 7, Block 1 Willmar Industrial Park	Reroofing Commercial Add/Alter	Commercial Reroof	\$21,907.00	\$323.20
WI032985	6/28/2023	Boxrud/Dale I 1231 Ramblewood Ave SW	95-690-1540 Lot 4, Block 8 Ramblewood Addition	Reroofing Residential Add/Alter	Residential Reroof	\$6,080.00	\$33.04
WI032987	6/29/2023	Church Of St Mary 713 12th St SW	95-006-5410 Block 98 First Addition To The Town Of Willmar	Reroofing Churches/Schools	Commercial Reroof	\$451,258.00	\$350.63

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Permit #	Issued Date	Owner and Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI032988	6/29/2023	Morales/Laura M/ & Fredy 500 Lakeland Dr SE	95-184-1510 Block 10 Erickson's Third Addition	Reroofing Residential Add/Alter	Residential Reroof	\$9,000.00	\$34.50
WI032989	6/29/2023	Lansdowne Properties, LLC 912 1st St S	95-280-3040 Block 17 Hanson's Addition To Willmar	Reroofing Commercial Add/Alter	Commercial Reroof	\$32,335.00	\$141.17
WI032990	6/29/2023	Redeemer Luth Church 1401 6th St SW	95-922-6000	Reroofing Churches/Schools	Commercial Reroof	\$37,125.00	\$143.56
WI032991	6/29/2023	Torgerson Properties, Inc 2100 Hwy 12 E	95-913-1010	Reroofing Commercial Add/Alter		\$64,387.00	\$157.19
WI032992	6/29/2023	Bethel Lutheran Church 411 Becker Ave SW	95-003-6110 Block 50 Willmar, Town Of (Original)	Reroofing Churches/Schools		\$101,101.00	\$175.55
WI032993	6/28/2023	Harrier/Lee D & Bonnie M 451 37th Ave NE	95-792-0310 Lot 1, Block 3 Swan View Addition	Reroofing Residential Add/Alter	Residential Reroof	\$16,574.00	\$38.29
WI032994	6/28/2023	Danielson/Erik A & Jennifer R 525 9th St NW	95-820-0950 Block 5 Thorpe & Lien's Addition	Alteration Residential Add/Alter	Bathroom remodel	\$8,400.00	\$153.95
WI032995	6/28/2023	Jennie-O Turkey Store Inc 2505 Willmar Ave SW	95-921-5860	Reroofing Commercial Add/Alter	Commercial Reroof	\$182,175.00	\$216.09
WI032996	6/29/2023	Piepenburg/Beth A 605 24th Ave SW	95-682-0270 Lot 7, Block 3 Portland Acres 2nd Addition	Single Family Replace	Gas Furnace & A/C Replacement	\$9,025.00	\$56.00
WI032997	6/29/2023	Ward/Joshua A 607 4th St SW	95-006-1830 Block 69 First Addition To The Town Of Willmar	Reroofing Residential Add/Alter	Residential Reroof	\$4,500.00	\$2.25
WI032999	6/29/2023	Jones/Darrin R & Kelly M 2407 6th St NE	95-137-0224 Block 4 Country Club Terrace	Single Family Replace	Gas Furnace & A/C Replacement	\$15,250.00	\$56.00

Issued Dates: 6/1/2023 to 6/30/2023
Report Name: Monthly External Permits Report
Permit Type(s): Building, Mechanical, Plumbing

City of Willmar
Monthly External Permits Report

Permit #	Issued Date	Owner and Site Address	Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
Count:	179			Totals:	\$14,543,263.00	\$210,288.23
Year-to-Date Summary (1/1/2023 through 6/30/2023)						
Count:	596			YTD Totals:	\$32,857,036.00	\$335,427.10



City of Willmar

City Council Action Request

Council Meeting Date:	July 17, 2023	Agenda Item Number:	9.A.
Agenda Section:	Public Hearing:	Originating Department:	Finance
Resolution:	Yes	Prepared By:	Doug Green, Baker & Tilly, Tom Odens, Finance Director
Ordinance:	Yes	Presented By:	Tom Odens, Finance Director
Item:	Ordinance authorizing the issuance of up to \$9,450,000 General Improvement Bonds, Series 2023A		

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, to approve the Ordinance as presented, assign a number and publish.

Motion By: _____ Second By: _____, to adopt a resolution providing for the competitive negotiated sale of \$9,450,000 GO Improvement Bonds.

OVERVIEW:

The City Council reviewed and approved a Bond Authorizing Resolution on June 20, 2023. The City is planning to issue \$9,450,000 General Obligation Improvement Bonds, Series 2023A, to finance various public improvement projects in the City. (The Ordinance amount of \$9.45 million is a not-to-exceed amount and included for administrative flexibility.) The Series 2023A Bonds align with the available statutory authority to issue bonds.

The Resolution approved on June 20, 2023 authorized Baker Tilly to take bids on behalf of the City at 10:00 a.m. on August 21, 2023 and authorized staff to work with Baker Tilly to develop an official statement. The bids will be presented to the City Council for its consideration at the regular City Council meeting that evening.

BUDGETARY/FISCAL ISSUES:

Existing local taxes and or current funds on hand will be used to pay debt service on the bonds. The first principal and interest payment are scheduled for February 1, 2025 and the final payment will be made on February 1, 2039. The average annual debt service payment is estimated to be approximately \$843,000.

ALTERNATIVES TO CONSIDER:

While not expected, if market conditions change between now and the sale date, the City has the option to postpone the bond sale or reject the bids if they are unfavorable.

ATTACHMENTS:

1. Series 2023A Bond Ordinance
2. Resolution Providing for the Sale of Bonds
3. Pre-Sale Summary

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO
\$9,450,000 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 \$9,450,000.
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.

This Ordinance introduced by Councilmember _____

This Ordinance introduced on June 20, 2023

Hearing notice published on July 1, 2023

This Ordinance given a hearing on July 17, 2023

This Ordinance adopted on July 17, 2023

This Ordinance published on July 22, 2023

EXTRACT OF MINUTES OF A MEETING OF THE
CITY COUNCIL OF THE
CITY OF WILLMAR, MINNESOTA

HELD: July 17, 2023

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Willmar, Minnesota, was duly held at the Kandiyohi County Health and Human Services Building Board Room in said City on the 17th day of July, 2023, at 6:30 o'clock P.M.

The following members were present:

and the following were absent:

The meeting was held pursuant to a resolution adopted June 20, 2023 calling a public hearing on the proposed ordinance entitled "Ordinance No. _____ AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO \$9,450,000 GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2023A AND THE LEVYING OF TAXES TO SECURE PAYMENT THEREFOR," a copy of which is attached hereto. The City Clerk presented affidavits showing the due publication of the Notice of Hearing. All persons present were afforded an opportunity to present their views and objections to the Ordinance, and no objections were presented, except as follows:

Name of Objector	Property	Objection
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Member _____ moved that Ordinance No. _____ be adopted.

The motion for the adoption of said Ordinance No. _____ was duly seconded by member _____ and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon, there being at least five affirmative votes in favor of said motion, said ordinance was declared duly passed and adopted.

STATE OF MINNESOTA)
COUNTY OF KANDIYOHI) ss.
CITY OF WILLMAR)

I, the undersigned, being the duly qualified and acting Clerk of the City of Willmar, Minnesota, DO HEREBY CERTIFY that I have carefully compared the attached and foregoing extract of minutes of the City Council of the City of Willmar held on the date therein indicated, with the original thereof on file in my office, and the same is a full, true and complete transcript therefrom insofar as the same relates to a hearing on and the adoption of an Ordinance Authorizing the Issuance of up to \$9,450,000 General Obligation Improvement Bonds, Series 2023A and the Levying of Taxes to Secure Payment Therefor.

WITNESS my hand as such Clerk this ____ day of _____, 2023.

City Clerk

EXTRACT OF MINUTES OF A MEETING OF THE
CITY COUNCIL OF THE
CITY OF WILLMAR, MINNESOTA

HELD: July 17, 2023

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Willmar, Kandiyohi County, Minnesota, was held in said City on the 17th day of July, 2023, at 6:00 o'clock P.M. for the purpose in part of authorizing the competitive negotiated sale of the \$9,450,000 General Obligation Improvement Bonds, Series 2023A of said City.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION PROVIDING FOR THE COMPETITIVE NEGOTIATED
SALE OF \$9,450,000
GENERAL OBLIGATION IMPROVEMENT BONDS,
SERIES 2023A

A. WHEREAS, the City Council of the City of Willmar, Minnesota, has heretofore determined that it is necessary and expedient to issue its \$9,450,000 General Obligation Improvement Bonds, Series 2023A (the "Bonds") to finance various public improvement projects in the City; and

B. WHEREAS, the City has retained Baker Tilly Municipal Advisors, LLC ("Baker Tilly MA"), as its independent municipal advisor and is therefore authorized to sell these obligations by a competitive negotiated sale in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9); and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Willmar, Minnesota, as follows:

1. Authorization; Findings. The City Council hereby authorizes Baker Tilly MA to solicit bids for the competitive negotiated sale of the Bonds.
2. Meeting; Bid Opening. This City Council shall meet at the time and place specified in the Terms of Proposal attached hereto as **Exhibit A** for the purpose of considering sealed bids for, and awarding the sale of, the Bonds. The Clerk, or designee, shall open bids at the time and place specified in such Terms of Proposal.
3. Terms of Proposal. The terms and conditions of the Bonds and the negotiation thereof are fully set forth in the "Terms of Proposal" attached hereto as **Exhibit A** and hereby approved and made a part hereof.

4. Official Statement. In connection with said competitive negotiated sale, the Clerk and other officers or employees of the City are hereby authorized to cooperate with Baker Tilly MA and participate in the preparation of an official statement for the Bonds, and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and, after full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF KANDIYOHI
CITY OF WILLMAR

I, the undersigned, being the duly qualified and acting Clerk of the City of Willmar, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of said City, duly called and held on the date therein indicated, insofar as such minutes relate to the City's \$9,450,000 General Obligation Improvement Bonds, Series 2023A.

WITNESS my hand this ____ day of _____, 2023.

Clerk

EXHIBIT A

THE CITY HAS AUTHORIZED BAKER TILLY MUNICIPAL ADVISORS, LLC TO NEGOTIATE THIS ISSUE ON ITS BEHALF. PROPOSALS WILL BE RECEIVED ON THE FOLLOWING BASIS:

TERMS OF PROPOSAL

\$9,450,000*

CITY OF WILLMAR, MINNESOTA

GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2023A

(BOOK ENTRY ONLY)

Proposals for the above-referenced obligations (the “Bonds”) will be received by the City of Willmar, Minnesota (the “City”) on Monday, August 21, 2023 (the “Sale Date”) until 10:00 A.M., Central Time (the “Sale Time”) at the offices of Baker Tilly Municipal Advisors, LLC (“Baker Tilly MA”), 30 East 7th Street, Suite 3025, Saint Paul, MN 55101, after which time proposals will be opened and tabulated. Consideration for award of the Bonds will be by the City Council at its meeting commencing at 6:00 P.M., Central Time, of the same day.

SUBMISSION OF PROPOSALS

Baker Tilly MA will assume no liability for the inability of a bidder or its proposal to reach Baker Tilly MA prior to the Sale Time, and neither the City nor Baker Tilly MA shall be responsible for any failure, misdirection or error in the means of transmission selected by any bidder. All bidders are advised that each proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Bonds regardless of the manner in which the proposal is submitted.

(a) **Sealed Bidding.** Completed, signed proposals may be submitted to Baker Tilly MA by email to bids@bakertilly.com, and must be received prior to the Sale Time.

OR

(b) **Electronic Bidding.** Proposals may also be received via PARITY[®]. For purposes of the electronic bidding process, the time as maintained by PARITY[®] shall constitute the official time with respect to all proposals submitted to PARITY[®]. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY[®] for purposes of submitting its electronic proposal in a timely manner and in compliance with the requirements of the Terms of Proposal.* Neither the City, its agents, nor PARITY[®] shall have any duty or obligation to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective bidder, and neither the City, its agents, nor PARITY[®] shall be responsible for a bidder’s failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY[®]. The City is using the services of PARITY[®] solely as a communication mechanism to conduct the electronic bidding for the Bonds, and PARITY[®] is not an agent of the City.

If any provisions of this Terms of Proposal conflict with information provided by PARITY[®], this Terms of Proposal shall control. Further information about PARITY[®], including any fee charged, may be obtained from:

PARITY[®], 1359 Broadway, 2nd Floor, New York, New York 10018
Customer Support: (212) 849-5000

*Preliminary; subject to change.

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly US, LLP, an accounting firm. Baker Tilly US, LLP trading as Baker Tilly is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. © 2023 Baker Tilly Municipal Advisors, LLC.

DETAILS OF THE BONDS

The Bonds will be dated as of the date of delivery and will bear interest payable on February 1 and August 1 of each year, commencing August 1, 2024. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Bonds will mature February 1 the years and amounts* as follows:

2025	\$380,000	2028	\$555,000	2031	\$610,000	2034	\$670,000	2037	\$745,000
2026	\$520,000	2029	\$575,000	2032	\$625,000	2035	\$690,000	2038	\$775,000
2027	\$540,000	2030	\$590,000	2033	\$645,000	2036	\$720,000	2039	\$810,000

*The City reserves the right, after proposals are opened and prior to award, to increase or reduce the principal amount of the Bonds or the amount of any maturity or maturities in multiples of \$5,000. In the event the amount of any maturity is modified, the aggregate purchase price will be adjusted to result in the same gross spread per \$1,000 of Bonds as that of the original proposal. Gross spread for this purpose is the differential between the price paid to the City for the new issue and the prices at which the proposal indicates the securities will be initially offered to the investing public.

BOOK ENTRY SYSTEM

The Bonds will be issued by means of a book entry system with no physical distribution of Bonds made to the public. The Bonds will be issued in fully registered form and one Bond, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository for the Bonds. Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The lowest bidder (the "Purchaser"), as a condition of delivery of the Bonds, will be required to deposit the Bonds with DTC.

REGISTRAR/PAYING AGENT

U.S. Bank Trust Company, National Association, Saint Paul, Minnesota will serve as Registrar/Paying Agent (the "Registrar") for the Bonds, and shall be subject to applicable regulations of the Securities and Exchange Commission. The City will pay for the services of the registrar/paying agent.

OPTIONAL REDEMPTION

The City may elect on February 1, 2032, and on any day thereafter, to redeem Bonds due on or after February 1, 2033. Redemption may be in whole or in part and if in part at the option of the City and in such manner as the City shall determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All redemptions shall be at a price of par plus accrued interest.

SECURITY AND PURPOSE

The Bonds will be general obligations of the City for which the City will pledge its full faith and credit and power to levy direct general ad valorem taxes. In addition, the City will pledge special assessments from benefited properties for repayment of a portion of the Bonds. The proceeds of the Bonds will be used to finance various improvements within the City.

BANK QUALIFIED TAX-EXEMPT OBLIGATIONS

The City will designate the Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

BIDDING PARAMETERS

Proposals shall be for not less than \$9,355,500 plus accrued interest, if any, on the total principal amount of the Bonds. Rates shall be in integral multiples of 1/100 or 1/8 of 1%. The initial price to the public for each maturity as stated on the proposal must be 98.0% or greater.

Proposals for the Bonds may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption scheduled to conform to the maturity schedule set forth herein. In order to designate term bonds, the proposal must specify “Years of Term Maturities” in the spaces provided on the proposal form.

No proposal can be withdrawn or amended after the time set for receiving proposals on the Sale Date unless the meeting of the City scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made. Bonds of the same maturity shall bear a single rate from the date of the Bonds to the date of maturity. No conditional proposals will be accepted.

ESTABLISHMENT OF ISSUE PRICE

In order to provide the City with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively, the “Code”), the Purchaser will be required to assist the City in establishing the issue price of the Bonds and shall complete, execute, and deliver to the City prior to the closing date, a written certification in a form acceptable to the Purchaser, the City, and Bond Counsel (the “Issue Price Certificate”) containing the following for each maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity): (i) the interest rate; (ii) the reasonably expected initial offering price to the “public” (as said term is defined in Treasury Regulation Section 1.148-1(f) (the “Regulation”)) or the sale price; and (iii) pricing wires or equivalent communications supporting such offering or sale price. Any action to be taken or documentation to be received by the City pursuant hereto may be taken or received on behalf of the City by Baker Tilly MA.

The City intends that the sale of the Bonds pursuant to this Terms of Proposal shall constitute a “competitive sale” as defined in the Regulation based on the following:

- (i) the City shall cause this Terms of Proposal to be disseminated to potential bidders in a manner that is reasonably designed to reach potential bidders;
- (ii) all bidders shall have an equal opportunity to submit a bid;
- (iii) the City reasonably expects that it will receive bids from at least three bidders that have established industry reputations for underwriting municipal bonds such as the Bonds; and
- (iv) the City anticipates awarding the sale of the Bonds to the bidder who provides a proposal with the lowest true interest cost, as set forth in this Terms of Proposal (See “AWARD” herein).

Any bid submitted pursuant to this Terms of Proposal shall be considered a firm offer for the purchase of the Bonds, as specified in the proposal. The Purchaser shall constitute an “underwriter” as said term is defined in the Regulation. By submitting its proposal, the Purchaser confirms that it shall require any agreement among underwriters, a selling group agreement, or other agreement to which it is a party relating to the initial sale of the Bonds, to include provisions requiring compliance with the provisions of the Code and the Regulation regarding the initial sale of the Bonds.

If all of the requirements of a “competitive sale” are not satisfied, the City shall advise the Purchaser of such fact prior to the time of award of the sale of the Bonds to the Purchaser. **In such event, any proposal submitted will not be subject to cancellation or withdrawal.** Within twenty-four (24) hours of the notice of award of the sale of the Bonds, the Purchaser shall advise the City and Baker Tilly MA if 10% of any maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) has been sold

to the public and the price at which it was sold. The City will treat such sale price as the “issue price” for such maturity, applied on a maturity-by-maturity basis. The City will not require the Purchaser to comply with that portion of the Regulation commonly described as the “hold-the-offering-price” requirement for the remaining maturities, but the Purchaser may elect such option. If the Purchaser exercises such option, the City will apply the initial offering price to the public provided in the proposal as the issue price for such maturities. If the Purchaser does not exercise that option, it shall thereafter promptly provide the City and Baker Tilly MA the prices at which 10% of such maturities are sold to the public; provided such determination shall be made and the City and Baker Tilly MA notified of such prices whether or not the closing date has occurred, until the 10% test has been satisfied as to each maturity of the Bonds or until all of the Bonds of a maturity have been sold.

GOOD FAITH DEPOSIT

To have its proposal considered for award, the Purchaser is required to submit a good faith deposit via wire transfer to the City in the amount of \$94,500 (the “Deposit”) no later than 1:00 P.M., Central Time on the Sale Date. The Purchaser shall be solely responsible for the timely delivery of its Deposit, and neither the City nor Baker Tilly MA have any liability for delays in the receipt of the Deposit. If the Deposit is not received by the specified time, the City may, at its sole discretion, reject the proposal of the lowest bidder, direct the second lowest bidder to submit a Deposit, and thereafter award the sale to such bidder.

A Deposit will be considered timely delivered to the City upon submission of a federal wire reference number by the specified time. Wire transfer instructions will be available from Baker Tilly MA following the receipt and tabulation of proposals. The successful bidder must send an e-mail including the following information: (i) the federal reference number and time released; (ii) the amount of the wire transfer; and (iii) the issue to which it applies.

Once an award has been made, the Deposit received from the Purchaser will be retained by the City and no interest will accrue to the Purchaser. The amount of the Deposit will be deducted at settlement from the purchase price. In the event the Purchaser fails to comply with the accepted proposal, said amount will be retained by the City.

AWARD

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis calculated on the proposal prior to any adjustment made by the City. The City's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling.

The City will reserve the right to: (i) waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Bonds, (ii) reject all proposals without cause, and (iii) reject any proposal that the City determines to have failed to comply with the terms herein.

BOND INSURANCE AT PURCHASER'S OPTION

The City has **not** applied for or pre-approved a commitment for any policy of municipal bond insurance with respect to the Bonds. If the Bonds qualify for municipal bond insurance and a bidder desires to purchase a policy, such indication, the maturities to be insured, and the name of the desired insurer must be set forth on the bidder's proposal. The City specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the City. All costs associated with the issuance and administration of such policy and associated ratings and expenses (other than any independent rating requested by the City) shall be paid by the successful bidder. Failure of the municipal bond insurer to issue the policy after the award of the Bonds shall not constitute cause for failure or refusal by the successful bidder to accept delivery of the Bonds.

CUSIP NUMBERS

If the Bonds qualify for the assignment of CUSIP numbers such numbers will be printed on the Bonds; however, neither the failure to print such numbers on any Bond nor any error with respect thereto will constitute cause for failure or refusal by the Purchaser to accept delivery of the Bonds. Baker Tilly MA will apply for CUSIP numbers pursuant to Rule G-34 implemented by the Municipal Securities Rulemaking Board. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the Purchaser.

SETTLEMENT

On or about September 14, 2023, the Bonds will be delivered without cost to the Purchaser through DTC in New York, New York. Delivery will be subject to receipt by the Purchaser of an approving legal opinion of Kennedy & Graven, Chartered of Minneapolis, Minnesota, and of customary closing papers, including a no-litigation certificate. On the date of settlement, payment for the Bonds shall be made in federal, or equivalent, funds that shall be received at the offices of the City or its designee not later than 12:00 Noon, Central Time. Unless compliance with the terms of payment for the Bonds has been made impossible by action of the City, or its agents, the Purchaser shall be liable to the City for any loss suffered by the City by reason of the Purchaser's non-compliance with said terms for payment.

CONTINUING DISCLOSURE

In accordance with SEC Rule 15c2-12(b)(5), the City will undertake, pursuant to the resolution awarding sale of the Bonds, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Official Statement. The Purchaser's obligation to purchase the Bonds will be conditioned upon receiving evidence of this undertaking at or prior to delivery of the Bonds.

OFFICIAL STATEMENT

The City has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Bonds, and said Preliminary Official Statement has been deemed final by the City as of the date thereof within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For an electronic copy of the Preliminary Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Municipal Advisor to the City, Baker Tilly Municipal Advisors, LLC, by telephone (651) 223-3000, or by email bids@bakertilly.com. The Preliminary Official Statement will also be made available at <https://bondcalendar.bakertilly.com/>.

A Final Official Statement (as that term is defined in Rule 15c2-12) will be prepared, specifying the maturity dates, principal amounts, and interest rates of the Bonds, together with any other information required by law. By awarding the Bonds to the Purchaser, the City agrees that, no more than seven business days after the date of such award, it shall provide to the Purchaser an electronic copy of the Final Official Statement. The City designates the Purchaser as its agent for purposes of distributing the Final Official Statement to each syndicate member, if applicable. The Purchaser agrees that if its proposal is accepted by the City, (i) it shall accept designation and (ii) it shall enter into a contractual relationship with its syndicate members for purposes of assuring the receipt of the Final Official Statement by each such syndicate member.

Dated July 17, 2023

BY ORDER OF THE CITY COUNCIL

/s/ Leslie Valiant
City Administrator

City of Willmar, Minnesota

Pre-Sale Summary for Issuance of Bonds

\$9,450,000 General Obligation Improvement Bonds, Series 2023A

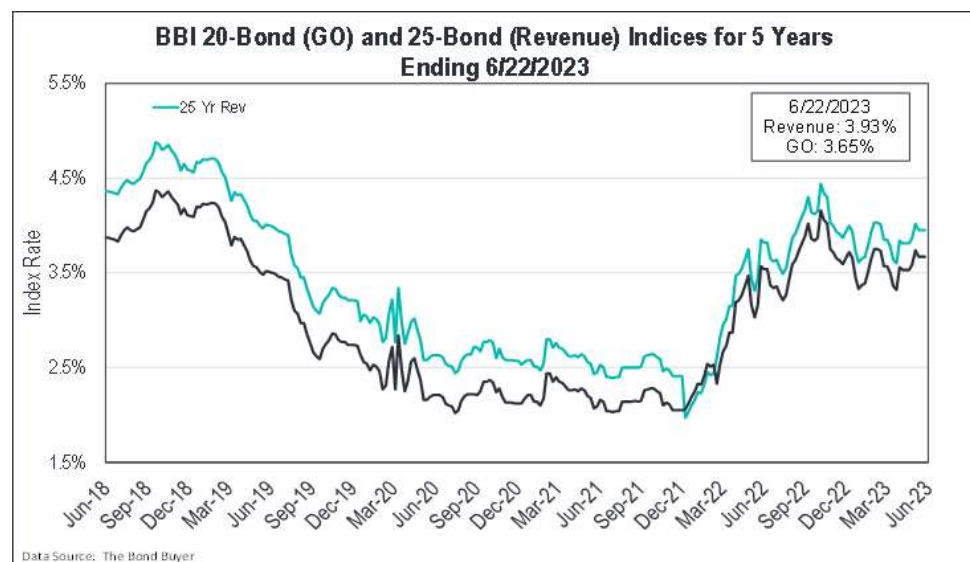
The City Council has under consideration the issuance of the General Obligation Improvement Bonds, Series 2023A (the "Bonds") to finance various street improvements within the City. This document provides information relative to the proposed issuance.

KEY EVENTS: The following summary schedule includes the timing of key events that will occur relative to the bond issuance:

July 17, 2023	Council sets sale date and terms
Week of July 31, 2023	Rating conference is conducted
August 21, 2023, 10:00 a.m.	Competitive bids are received
August 21, 2023, 6:00 p.m.	Council considers award of the Bonds
September 14, 2023	Proceeds are received

RATING: An application will be made to Moody's Investors Service (Moody's) for a rating on the Bonds. The City's general obligation debt is currently rated "Aa3" by Moody's.

THE MARKET: Performance of the tax-exempt market is often measured by the Bond Buyer's Index ("BBI") which measures the yield of high-grade municipal bonds in the 20th year for general obligation bonds rated Aa2 by Moody's or AA by S&P (the BBI 20-Bond GO Index) and the 30th year for revenue bonds rated A1 by Moody's or A+ by S&P (the BBI 25-Bond Revenue Index). The following chart illustrates these two indices over the past five years:



PURPOSE:	Proceeds of the Bonds along with various other funds of the City in the total amount of \$5,459,275 and as detailed on the attached sources and uses schedule, will be used to finance various street improvement projects including: • Gorton Ave Area Improvement District • Irene Ave, Augusta Ave and Mary Ave Improvements • 23rd Street Area Improvement Project • Sunrise Path & Block 22 Parking Lot Improvement Project
AUTHORITY:	<u>Statutory Authority:</u> The Bonds are being issued pursuant to Minnesota Statutes, Chapters 429 and 475, and the City's Home Rule Charter. <u>Statutory Requirements:</u> Pursuant to Minnesota Statutes, Chapter 429, at least 20% of the City's share of the project cost must be paid from special assessments. The projects being financed from proceeds of the bonds meet this requirement.
SECURITY AND SOURCE OF PAYMENT:	The Bonds will be secured with special assessments and a general ad valorem tax pledge. Special assessments in the principal amount of \$2,969,270 are expected to be filed in the fall of 2023 for the first collection in 2024. Assessments are amortized over fifteen (15) years with equal debt service payments. Interest on the unpaid balance will be charged at a rate of 2.0% over the true interest cost (TIC) of the Bonds, which is estimated to be 5.82%. The City will make their first levy in 2023 for collection in 2024. Each year's collection of taxes and assessments will be used to make the interest payment due on August 1 of the collection year and the February 1 principal and interest payment due in the following year.
STRUCTURING SUMMARY:	In consultation with City staff, principal repayment for the Bonds is structured around the projected assessment income to result in an approximately level annual tax levy over a term of fifteen (15) years. The deposit to the project construction fund is determined based on the City's desired issue size of \$9,450,000 plus the various funding sources and less costs of issuance.
SCHEDULES ATTACHED:	Schedules attached for the Bonds include (i) sources and uses of funds; (ii) estimated debt service, given the current interest rate environment; and (iii) estimated assessment collections.
RISKS/SPECIAL CONSIDERATIONS:	The outcome of this financing will rely on the market conditions at the time of the sale. Any projections included herein are estimates based on current market conditions. Anticipated levy projections are based on estimated assessment income. If assessment collections differ than current projections, the resulting levy could be significantly different than our estimates shown herein.
SALE TERMS AND MARKETING:	<u>Variability of Issue Size:</u> A specific provision in the sale terms permits modifications to the issue size and/or maturity structure to customize the issue once the price and interest rates are set on the day of sale.

Prepayment Provisions: Bonds maturing on or after February 1, 2033 may be prepaid at a price of par plus accrued interest on or after February 1, 2032.

Bank Qualification: The City does not expect to issue more than \$10 million in tax-exempt obligations that count against the \$10 million limit for this calendar year; therefore, the Bonds are designated as bank qualified.

Post Issuance Compliance

POST ISSUANCE COMPLIANCE:

The issuance of the Bonds will result in post-issuance compliance responsibilities. The responsibilities are in two primary areas: (i) compliance with federal arbitrage requirements and (ii) compliance with secondary disclosure requirements.

Federal arbitrage requirements include a wide range of implications that have been taken into account as this issue has been structured. Post-issuance compliance responsibilities for this tax-exempt issue include both rebate and yield restriction provisions of the IRS Code. In general terms the arbitrage requirements control the earnings on unexpended bond proceeds, including investment earnings, moneys held for debt service payments (which are considered to be proceeds under the IRS regulations), and/or reserves. Under certain circumstances any “excess earnings” will need to be paid to the IRS to maintain the tax-exempt status of the Bonds. Any interest earnings on gross bond proceeds or debt service funds should not be spent until it has been determined based on actual facts that they are not “excess earnings” as defined by the IRS Code.

The arbitrage rules provide for spend-down exceptions for proceeds that are spent within either a 6-month, 18-month or, for certain construction issues, a 24-month period each in accordance with certain spending criteria. Proceeds that qualify for an exception will be exempt from rebate. These exceptions are based on actual expenditures and not based on reasonable expectations, and expenditures, including any investment proceeds will have to meet the spending criteria to qualify for the exclusion. The City expects to meet the 18-month spending exception.

Regardless of whether the issue qualifies for an exemption from the rebate provisions, yield restriction provisions will apply to Bond proceeds (including interest earnings) unspent after three years and the debt service fund throughout the term of the Bonds. These moneys should be monitored until the Bonds are retired.

Secondary disclosure requirements result from an SEC requirement that underwriters provide ongoing disclosure information to investors. To meet this requirement, any prospective underwriter will require the City to commit to providing the information needed to comply under a continuing disclosure agreement.

Baker Tilly Municipal Advisors currently provides both arbitrage and continuing disclosure services to the City. Baker Tilly Municipal Advisors will work with City staff to include the Bonds under the existing Agreement for Municipal Advisor Services.

SUPPLEMENTAL INFORMATION AND BOND RECORD:

Supplementary information will be available to staff including detailed terms and conditions of sale, comprehensive structuring schedules and information to assist in meeting post-issuance compliance responsibilities.

Upon completion of the financing, a bond record will be provided that contains pertinent documents and final debt service calculations for the transaction.

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly US, LLP, an accounting firm. Baker Tilly US, LLP trading as Baker Tilly, is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. © 2023 Baker Tilly Municipal Advisors, LLC.

\$9,450,000

City of Willmar, Minnesota

General Obligation Improvement Bonds, Series 2023A

Sources & Uses

Dated 09/14/2023 | Delivered 09/14/2023

Sources Of Funds

Par Amount of Bonds	\$9,450,000.00
Wastewater Treatment Plant	1,739,035.00
Municipal Utilities Commission	1,623,260.00
Municipal State Aid	1,400,000.00
Local Options Sales Tax	696,980.00

Total Sources	\$14,909,275.00
----------------------	------------------------

Uses Of Funds

Deposit to Project Construction Fund	14,753,060.00
Total Underwriter's Discount (1.000%)	94,500.00
Costs of Issuance	61,050.00
Rounding Amount	665.00

Total Uses	\$14,909,275.00
-------------------	------------------------

\$9,450,000

City of Willmar, Minnesota

General Obligation Improvement Bonds, Series 2023A

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
09/14/2023	-	-	-	-	-
08/01/2024	-	-	294,981.71	294,981.71	-
02/01/2025	380,000.00	3.500%	167,497.50	547,497.50	842,479.21
08/01/2025	-	-	160,847.50	160,847.50	-
02/01/2026	520,000.00	3.300%	160,847.50	680,847.50	841,695.00
08/01/2026	-	-	152,267.50	152,267.50	-
02/01/2027	540,000.00	3.150%	152,267.50	692,267.50	844,535.00
08/01/2027	-	-	143,762.50	143,762.50	-
02/01/2028	555,000.00	3.100%	143,762.50	698,762.50	842,525.00
08/01/2028	-	-	135,160.00	135,160.00	-
02/01/2029	575,000.00	3.050%	135,160.00	710,160.00	845,320.00
08/01/2029	-	-	126,391.25	126,391.25	-
02/01/2030	590,000.00	3.050%	126,391.25	716,391.25	842,782.50
08/01/2030	-	-	117,393.75	117,393.75	-
02/01/2031	610,000.00	3.100%	117,393.75	727,393.75	844,787.50
08/01/2031	-	-	107,938.75	107,938.75	-
02/01/2032	625,000.00	3.150%	107,938.75	732,938.75	840,877.50
08/01/2032	-	-	98,095.00	98,095.00	-
02/01/2033	645,000.00	3.200%	98,095.00	743,095.00	841,190.00
08/01/2033	-	-	87,775.00	87,775.00	-
02/01/2034	670,000.00	3.550%	87,775.00	757,775.00	845,550.00
08/01/2034	-	-	75,882.50	75,882.50	-
02/01/2035	690,000.00	3.850%	75,882.50	765,882.50	841,765.00
08/01/2035	-	-	62,600.00	62,600.00	-
02/01/2036	720,000.00	3.950%	62,600.00	782,600.00	845,200.00
08/01/2036	-	-	48,380.00	48,380.00	-
02/01/2037	745,000.00	4.050%	48,380.00	793,380.00	841,760.00
08/01/2037	-	-	33,293.75	33,293.75	-
02/01/2038	775,000.00	4.150%	33,293.75	808,293.75	841,587.50
08/01/2038	-	-	17,212.50	17,212.50	-
02/01/2039	810,000.00	4.250%	17,212.50	827,212.50	844,425.00
Total	\$9,450,000.00	-	\$3,196,479.21	\$12,646,479.21	-

Yield Statistics

Bond Year Dollars	\$85,961.25
Average Life	9.096 Years
Average Coupon	3.7185118%
Net Interest Cost (NIC)	3.8284450%
True Interest Cost (TIC)	3.8246426%
Bond Yield for Arbitrage Purposes	3.6901151%
All Inclusive Cost (AIC)	3.9125598%

IRS Form 8038

Net Interest Cost	3.7185118%
Weighted Average Maturity	9.096 Years

2023 GO Imp Bond 5.17.202 | SINGLE PURPOSE | 6/27/2023 | 10:42 AM

\$9,450,000

City of Willmar, Minnesota

General Obligation Improvement Bonds, Series 2023A

NET DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	Net New D/S	105% of Total	Assessment	Levy Required
02/01/2024	-	-	-	-	-	-	-	-
02/01/2025	380,000.00	3.500%	462,479.21	842,479.21	842,479.21	884,603.17	307,762.41	576,840.76
02/01/2026	520,000.00	3.300%	321,695.00	841,695.00	841,695.00	883,779.75	307,762.42	576,017.33
02/01/2027	540,000.00	3.150%	304,535.00	844,535.00	844,535.00	886,761.75	307,762.42	578,999.33
02/01/2028	555,000.00	3.100%	287,525.00	842,525.00	842,525.00	884,651.25	307,762.42	576,888.83
02/01/2029	575,000.00	3.050%	270,320.00	845,320.00	845,320.00	887,586.00	307,762.42	579,823.58
02/01/2030	590,000.00	3.050%	252,782.50	842,782.50	842,782.50	884,921.63	307,762.42	577,159.21
02/01/2031	610,000.00	3.100%	234,787.50	844,787.50	844,787.50	887,026.88	307,762.41	579,264.47
02/01/2032	625,000.00	3.150%	215,877.50	840,877.50	840,877.50	882,921.38	307,762.41	575,158.97
02/01/2033	645,000.00	3.200%	196,190.00	841,190.00	841,190.00	883,249.50	307,762.42	575,487.08
02/01/2034	670,000.00	3.550%	175,550.00	845,550.00	845,550.00	887,827.50	307,762.41	580,065.09
02/01/2035	690,000.00	3.850%	151,765.00	841,765.00	841,765.00	883,853.25	307,762.42	576,090.83
02/01/2036	720,000.00	3.950%	125,200.00	845,200.00	845,200.00	887,460.00	307,762.41	579,697.59
02/01/2037	745,000.00	4.050%	96,760.00	841,760.00	841,760.00	883,848.00	307,762.40	576,085.60
02/01/2038	775,000.00	4.150%	66,587.50	841,587.50	841,587.50	883,666.88	307,762.42	575,904.46
02/01/2039	810,000.00	4.250%	34,425.00	844,425.00	844,425.00	886,646.25	307,762.42	578,883.83
Total	\$9,450,000.00	-	\$3,196,479.21	\$12,646,479.21	\$12,646,479.21	\$13,278,803.17	\$4,616,436.23	\$8,662,366.94

Dated	9/14/2023
Delivery Date	9/14/2023
First Coupon Date	8/01/2024

Yield Statistics

Bond Year Dollars	\$85,961.25
Average Life	9.096 Years
Average Coupon	3.7185118%
Net Interest Cost (NIC)	3.8284450%
True Interest Cost (TIC)	3.8246426%
Bond Yield for Arbitrage Purposes	3.6901151%
All Inclusive Cost (AIC)	3.9125598%

IRS Form 8038

Net Interest Cost	3.7185118%
Weighted Average Maturity	9.096 Years

\$2,969,270

City of Willmar, Minnesota

General Obligation Improvement Bonds, Series 2023A

Assessments

ASSESSMENT INCOME

Date	Principal	Coupon	Interest	Total P+I
12/31/2023	-	-	-	-
12/31/2024	77,188.70	5.824%	230,573.71	307,762.41
12/31/2025	139,327.60	5.824%	168,434.82	307,762.42
12/31/2026	147,442.04	5.824%	160,320.38	307,762.42
12/31/2027	156,029.06	5.824%	151,733.36	307,762.42
12/31/2028	165,116.20	5.824%	142,646.22	307,762.42
12/31/2029	174,732.56	5.824%	133,029.86	307,762.42
12/31/2030	184,908.99	5.824%	122,853.42	307,762.41
12/31/2031	195,678.09	5.824%	112,084.32	307,762.41
12/31/2032	207,074.38	5.824%	100,688.04	307,762.42
12/31/2033	219,134.39	5.824%	88,628.02	307,762.41
12/31/2034	231,896.78	5.824%	75,865.64	307,762.42
12/31/2035	245,402.45	5.824%	62,359.96	307,762.41
12/31/2036	259,694.68	5.824%	48,067.72	307,762.40
12/31/2037	274,819.30	5.824%	32,943.12	307,762.42
12/31/2038	290,824.78	5.824%	16,937.64	307,762.42
Total	\$2,969,270.00	-	\$1,647,166.23	\$4,616,436.23

SIGNIFICANT DATES

Filing Date	8/31/2023
First Payment Date	12/31/2024



City Council Action Request

Council Meeting Date:	July 17, 2023	Agenda Item Number:	9.B.
Agenda Section:	Public Hearing:	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:	Public Hearing for the Bethesda Rezone Request		

RECOMMENDED ACTION:

The Planning Commission recommends the rezoning of Bethesda property from AG to LB

1. Adopt, assign a number, and publish

OVERVIEW:

The Planning Commission conducted a public hearing on June 20, 2023 about Bethesda's plans 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. The current zoning of the parcel is Ag and 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 Planning Commission approved and recommended the City Council approve the zoning change.

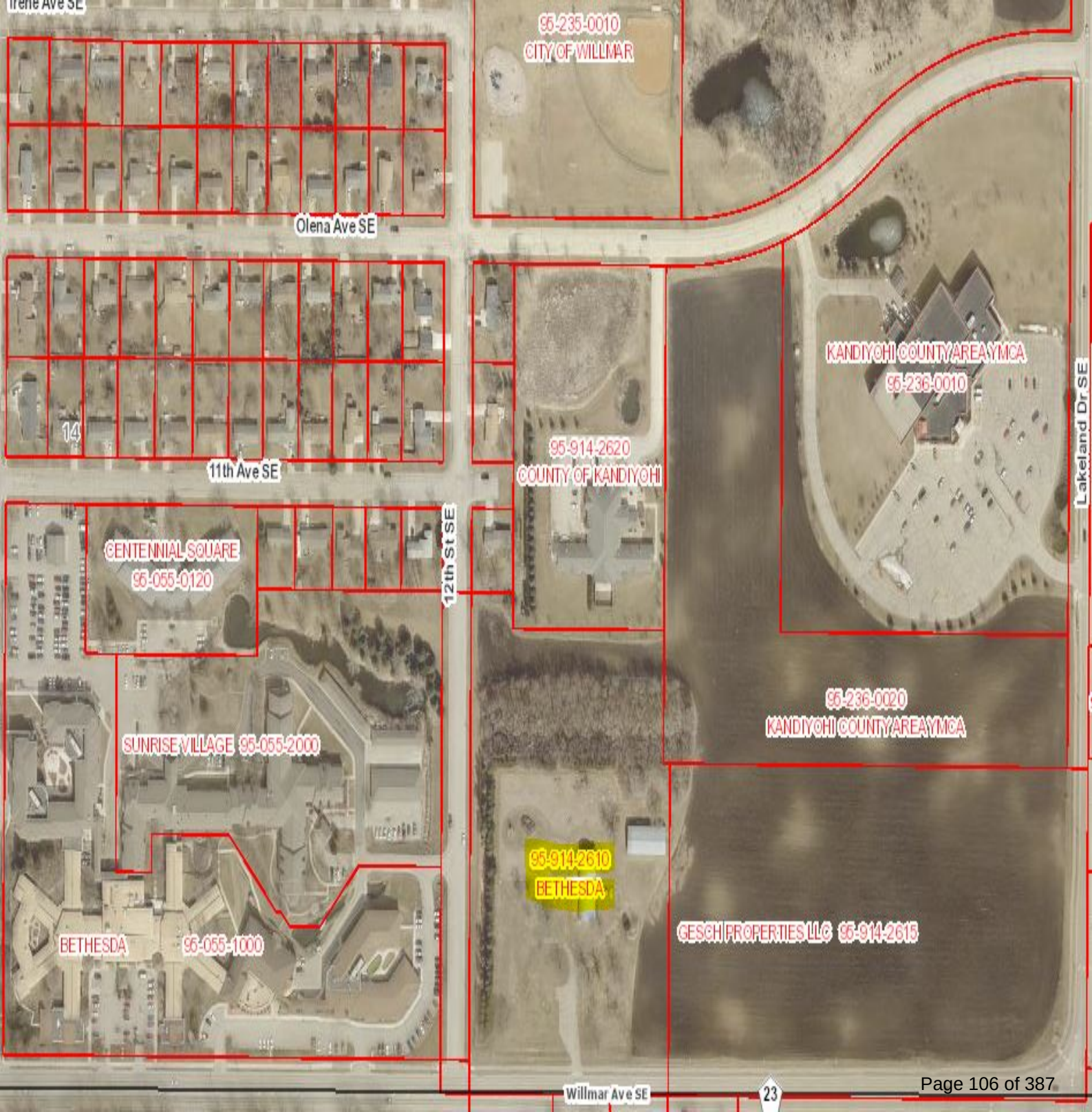
BUDGETARY/FISCAL ISSUES:

N/A

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Bethesda Visual
2. Bethesda Rezone (1) Ordinance



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

95-914-2610
BETHESDA

GESCH PROPERTIES LLC 95-914-2615

SUNRISE VILLAGE 95-055-2000

BETHESDA 95-055-1000

Willmar Ave SE

23

ORDINANCE NO.
AMENDING 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):

Sect	Twp	Range	Lot	Block
14	119	35	0	0

Description
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 Asmus

This Ordinance was introduced on: July 3, 2023

This Ordinance published on: July 8, 2023

This Ordinance given a hearing on: _____

This Ordinance adopted on: _____

This Ordinance published on: _____



City Council Action Request

Council Meeting Date:	July 17, 2023	Agenda Item Number:	9.C.
Agenda Section:	Public Hearing:	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:	Public Hearing to Create the Industrial-3 Zoning District		

RECOMMENDED ACTION:

The Planning Commission approved and recommended the creation of the Industrial 3 Zoning District

1. Resolution to Adopt, assign a number, and publish amending Ordinance 1060 Willmar Zoning Ordinance by amending section 6 to create section 6.S Industrial -3 (I-3) Zoning District
2. Publish by summary

OVERVIEW:

The Planning Commission conducted a public hearing on June 7, 2023 for the purpose of creating Industrial 3 District for the future Willmar Rail Park and rezone the land into I-3 District. The need for the Industrial 3 District is to provide standards for future development along the MB short rail.

BUDGETARY/FISCAL ISSUES:

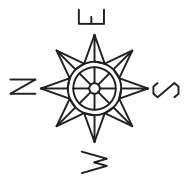
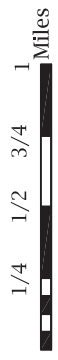
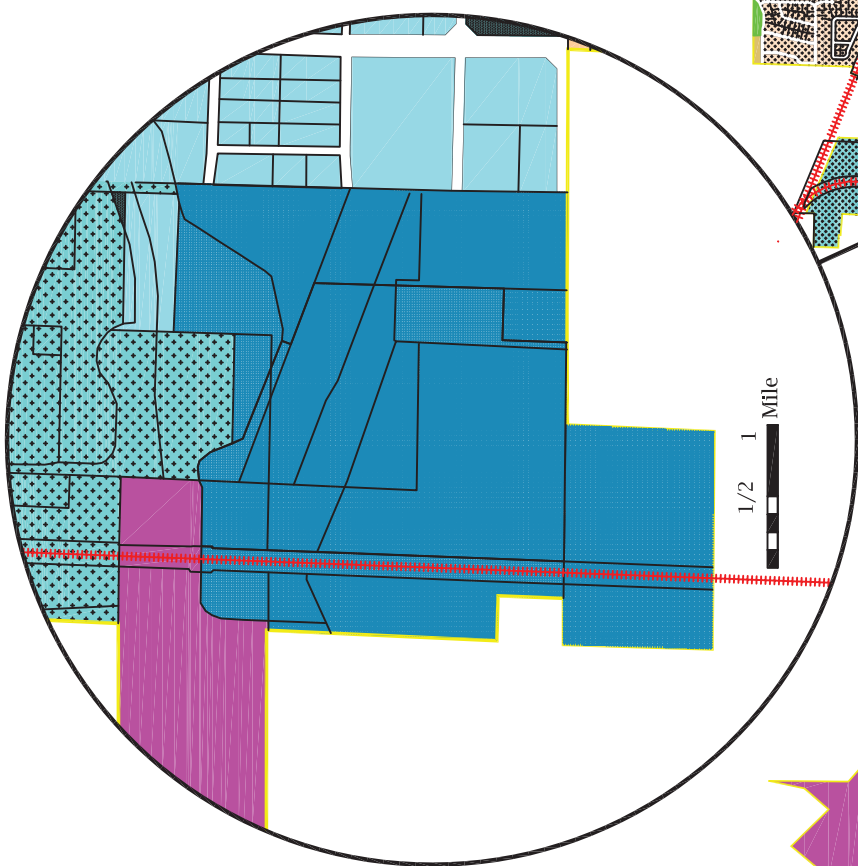
ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. I-3 Map
2. Ordinance Creating I-3 Zoning District & Summary Publication

LEGEND

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



I-3 ZONING MAP

Planning and Development Department
May / 2023

ORDINANCE NO.

**AN ORDINANCE AMENDING NO. 1060
KNOWN AS THE WILLMAR ZONING
ORDINANCE BY AMENDING SECTION 6 TO
CREATE SECTION 6.S**

The City Council of City of Willmar does ordain as follows:

SECTION 4. Ordinance 1060 is hereby amended by adding a new SECTION 6.S. so as to read as follows:

S. I-3, RAIL PARK INDUSTRY DISTRICT.

1. Permitted Uses With Plan Review. The following uses shall be permitted provided plans are submitted to and approved by the Zoning Administrator and the Planning Commission, subject to such conditions as they may attach thereto. All uses may be related to Rail tracks and transportation and are conditions to be approved by the Planning Commission.
 - a. Manufacturing, fabrication, and/or processing of any commodity, except that expressly prohibited here, as set out in Section (2) below, the uses being conditionally permitted there being expressly prohibited here.
 - b. Retail sales of any commodity manufactured, fabricated or processed on the premises, or of any commodity designed especially for use in agriculture, mining, industry, business, transportation, or construction, including, but not limited to, the following uses: o Building material sales yard and lumberyard, including the sale of rock, sand, gravel, and the like as an incidental part of the main business. o Contractor's equipment storage yard or plant, or rental of equipment commonly used by contractors. o Freighting or trucking yard or terminal.
 - c. Abattoirs (slaughterhouses or meatworks)
 - d. Docks and piers
 - e. Battery exchange station
 - f. Building, Heating, or Electrical Contractor
 - g. Coal washing, storage and transfer yards and facilities
 - h. Concrete mixing facilities / asphalt
 - i. Contractors Yard and building
 - j. Exterminator or Inset poison manufacturing
 - k. Fat, Oil and Grease Facilities
 - l. Fat rendering
 - m. Fertilizer manufacture
 - n. Flour and grain milling
 - o. Food-processing facilities
 - p. Fuel Oil / Bottled Gas Distributor and storage
 - q. Freight Trucking
 - r. Gravel & Mineral Extraction, Batch Plants
 - s. Grain & Feed Elevators & Supply
 - t. Heavy Equipment Sales, Rental or repair
 - u. Industries: limestone, fertilizer, concrete, lumber.
 - v. Intermodal facilities
 - w. Laboratories and Research and Development
 - x. Leather curing and tanning
 - y. Livestock Auctions
 - z. Logistics related industry or business

- aa. Logistics and Distribution facilities
 - bb. Manufacturing – Light Assembly and Processing Type A
 - cc. Manufacturing – Light Assembly and Processing Type B
 - dd. Manufacturing – Heavy
 - ee. Manufacturing – Chemical Plant
 - ff. Monument works
 - gg. Natural resource storage/transfer
 - hh. Outdoor Storage, Principal Use
 - ii. Pharmaceutical and biomedical companies
 - jj. Plastic processing
 - kk. Publishing and Printing
 - ll. Rail Freight facilities
 - mm. Rail Transportation
 - nn. Railroad yard terminal
 - oo. Refining or storage
 - pp. Truck Transportation
 - qq. Railroad services and management
 - rr. Recycling Processing Center
 - ss. Salvage yard
 - tt. Sawmill
 - uu. Stock yards
 - vv. Storage, Sel / Mini Warehouse
 - ww. Vehicle Towing
 - xx. Vehicle Fuel / Gas Station
 - yy. Vehicle Storage, Maintenance and Repair
 - zz. Transfer Station, Solid Waste
 - aaa. Warehouse Storage and distribution
 - bbb. Wholesale Establishment and storage
2. Conditional Uses. Uses not related to Section 5.R.1. can be permitted if related to rail logistic use upon the granting of a conditional use permit by the Planning Commission, subject to such conditions as they may attach thereto.
 3. Prohibited uses. All uses not related to rail facilities and logistics may be prohibited and the following uses:
 - a. Extractive industry.
 - b. Incinerator, medical waste/hazardous waste, nonhazardous waste, and/or any incinerating facility that would be considered regulated as a point source.
 - c. Refinery, petroleum products.
 - d. Hazardous waste processing or storage.
 - e. Explosive manufacturing or storage.
 - f. Bottling Plant.
 - g. Animal Rendering.
 4. Permitted Accessory Uses. The following accessory structures or uses of land shall be permitted:
 - a. Detached storage or accessory buildings.
 - b. An apartment for on-site security personnel, included within the business structure.
 5. Lot Area, Width, Setback and Miscellaneous Requirements. The following standards shall be the minimum requirements for development in the “I-3” District:

a. Lot Area (Square feet)	1.5 acres
b. Lot Width (feet)	150

c. Setbacks (feet)	
Front (r/w)	100
Rear	75
Side, interior	50
Side, street (r/w)	100
d. Open, landscaped area	10%
e. Building / lot coverage	75% maximum

EFFECTIVE DATE. This Ordinance shall be effective from and after its adoption and second publication.

This Ordinance introduced by Council Member: Asmus

This Ordinance introduced on: June 20, 2023

This Ordinance published on: July 8, 2023

This Ordinance given a hearing on: _____

This Ordinance adopted on: _____

This Ordinance published on: _____

SUMMARY PUBLICATION OF CITY OF WILLMAR ORDINANCE NO. __

AN ORDINANCE AMENDING ORDINANCE NO. 1060 KNOWN AS THE WILLMAR ZONING ORDINANCE BY AMENDING SECTION 6 TO CREATE A NEW SECTION 6.S, CREATING A NEW INDUSTRIAL-3 (I-3) ZONING DISTRICT

Summary: Ordinance No. __ amends the City's Zoning Ordinance by creating a new Industrial – 3 (I-3) zoning district and associated permitted and conditional uses and lot area, width and setback requirements within such district.

The complete text of Ordinance No. __ may be obtained at no charge at City Hall (333 6th Street Southwest, Willmar, MN 56201), or from the City's website at www.willmarmn.gov.



City Council Action Request

Council Meeting Date:	July 17, 2023	Agenda Item Number:	9.D.
Agenda Section:	Public Hearing:	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:	Rezone Land into the I-3 District		

RECOMMENDED ACTION:

The Planning Commission approved and recommended the amendment to the Official Zoning Map and to rezone agricultural property to Industrial-3.

1. Resolution to Adopt, assign a number, and publish amending Ordinance 1060 Willmar Zoning Ordinance by amending the Official Zoning Map to rezone property from Agriculture (AG) to Industrial-3 (I-3)
2. Publish by summary

OVERVIEW:

The Planning Commission conducted a public hearing on June 7, 2023 for the purpose of creating Industrial 3 District for the future Willmar Rail Park. This Ordinance is to amend the Official Zoning Map and to rezone agricultural property into the I-3 District for the future development of the MB short line rail.

BUDGETARY/FISCAL ISSUES:

None

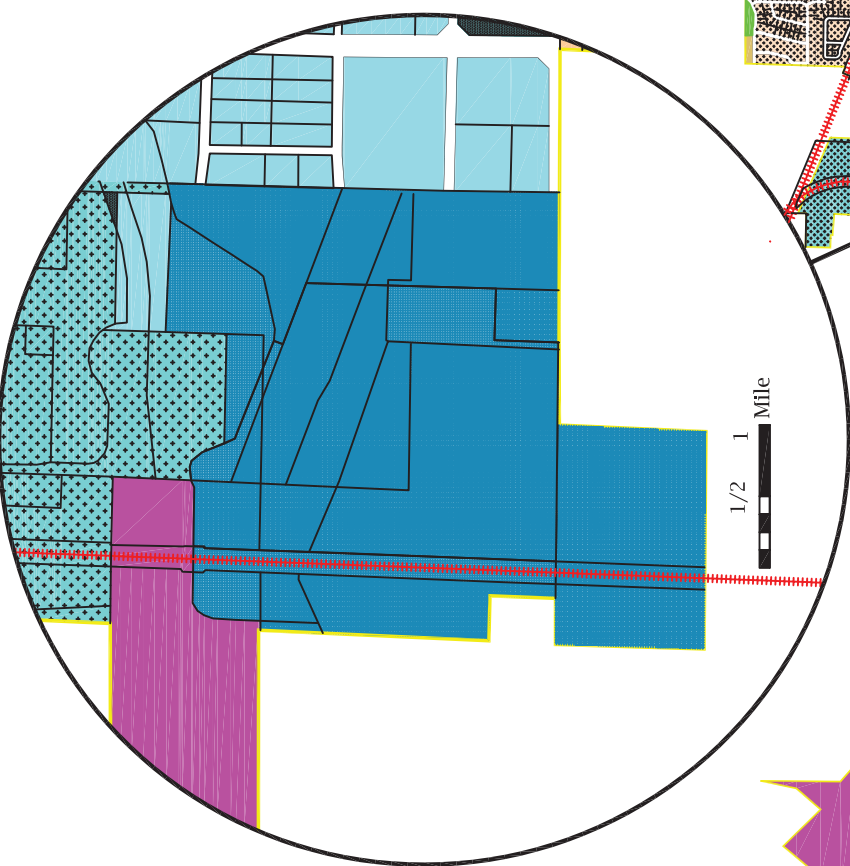
ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. I-3 Map (1)
2. Ordinance to Rezone Property from AG to I-3 & Summary Publication

LEGEND

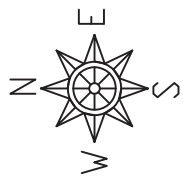
- R-1 - One-Family Res. Dist.
- R-2 - One and Two-Family Res Dist
- R-3 - Low Dens Multiple Fam Res
- R-4 - Medium Dens Multiple Fam Res
- R-5 - High Density Multiple Fam Res
- LB - Limited Business Dist
- GB - General Business
- CBD - Central Business Dist
- G - Government Dist
- I-1 - General Industry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



I-3 Location



I-3 Location



I-3 ZONING MAP

Planning and Development Department
May / 2023

ORDINANCE NO.

**AN ORDINANCE AMENDING ORDINANCE NO. 1060 KNOWN AS THE WILLMAR ZONING ORDINANCE BY
AMENDING THE OFFICIAL ZONING MAP TO REZONE PROPERTY FROM AGRICULTURE (AG) TO
INDUSTRIAL-3 (I-3)**

The City of Willmar does ordain as follows:

SECTION 1. Zoning Change. The Zoning Ordinance and Zoning Map for the City of Willmar are hereby amended to rezone the following property from AG(Agriculture) to I-3 (Industrial-3):

Sect	Twp	Range	Lot	Block
20	119	35	0	0

**THE N 1320' OF W 1980' OF N1/2 OF NW1/4
EXC TH R-O-W, AND ALSO EXC PARCEL 3C AS
SHOWN ON KANDIYOHI CO WILLMAR WYE PROJECT
ROW PLAT #3.**

Sect	Twp	Range	Lot	Block
17	119	35	0	0

**S1/2 OF SW1/4 EXC THE W 25 RODS OF S 36 RODS;
NW1/4 OF SW1/4 EXC THAT PART LYING N & W OF
CO DITCH #10, ALSO EXC THAT PART DESC AS
FLWS: BEG AT NE COR OF NW1/4 OF SW1/4, TH S
TO A PT 650' N OF SE COR OF SD NW1/4 OF SW1/4,
TH NW'LY TO CTRLINE OF SD CD #10, TH NE'LY
ALONG SD CTRLINE TO N
LINE OF NW1/4 OF SW1/4, TH E TO PT OF BEG; EXC
PARCELS 4A & 4B AS SHOWN ON KANDIYOHI CO
WILLMAR WYE PROJECT ROW PLAT #4.**

**PT NW1/4 OF SW1/4 EXC PARCEL 4C AS SHOWN ON
KANDIYOHI CO WILLMAR WYE PROJECT ROW PLAT
#4.**

**S1/2 OF SW1/4 OF NW1/4 EXC PARCELS 5A, 5B
& 5G AS SHOWN ON KANDIYOHI CO WILLMAR WYE
PROJECT ROW PLAT #5.**

**S1/2 OF SW1/4 OF NW1/4 EXC PARCELS 5A, 5B
& 5G AS SHOWN ON KANDIYOHI CO WILLMAR WYE
PROJECT ROW PLAT #5**

AG PORTION OF VALUE FROM 95-917-5550

**PART SE1/4 OF NW1/4:S. 330' OF SE1/2 OF
NW1/4 & THAT PART LYING BET. THE CENT.
LINE OF CO. DITCH #10 & A LINE 330' N.OF &
PARA. WITH S. LINE OF SE1/4 OF NW1/4**

SW1/4 OF NE1/4; NE1/4 OF SW1/4; NW1/4 OF
SE1/4 EXC THE FF:BEG AT SW CORNER THEREOF,
TH N & ALONG W LINE 215',E.565'
S 215', W.565' TO BEG. EXC PART TO HERMAN
PEHLING & EXC PART PLATTED INTO CITY OF
WILLMAR WESTERN INTERCEPTOR SEWER R-O-W
PLAT NO. 1

SW1/4 OF NE1/4; NE1/4 OF SW1/4; NW1/4 OF
SE1/4 EXC THE FF:BEG AT SW CORNER THEREOF,
TH N & ALONG W LINE 215',E.565'
S 215', W.565' TO BEG. EXC PART TO HERMAN
PEHLING & EXC PART PLATTED INTO CITY OF
WILLMAR WESTERN INTERCEPTOR SEWER R-O-W
PLAT NO. 1

AG PORTION OF VALUE FROM 95-917-5510

PART OF NE1/4 OF SW1/4: BEG. AT SW COR. OF NE1/4
OF SW1/4, TH E'LY TO SE COR. OF
NE1/4 OF SW1/4, TH N.200', TH NW'LY TO PT.
650' N.OF SW COR.OF NE1/4 OF SW1/4, TH 650' S
ALONG W.LINE OF NE1/4 OF SW1/4 TO PT. OF
BEG.

S1/2 OF SW1/4 EXC THE W 25 RODS OF S 36 RODS;
NW1/4 OF SW1/4 EXC THAT PART LYING N & W OF
CO DITCH #10, ALSO EXC THAT PART DESC AS
FLWS: BEG AT NE COR OF NW1/4 OF SW1/4, TH S
TO A PT 650' N OF SE COR OF SD NW1/4 OF SW1/4,
TH NW'LY TO CTRLINE OF SD CD #10, TH NE'LY
ALONG SD CTRLINE TO N
LINE OF NW1/4 OF SW1/4, TH E TO PT OF BEG; EXC
PARCELS 4A & 4B AS SHOWN ON KANDIYOHI CO
WILLMAR WYE PROJECT ROW PLAT #4.

SW1/4 OF SE1/4, PART OF NW1/4 OF SE1/4 DESC
AS FLWS: BEG AT SW COR THEREOF, TH N & ALONG
W LINE 215',TH E 565',TH S 215',TH
W 565' TO PT OF BEG EXC THAT PART OF SW1/4 OF
SE1/4 DESC AS FLWS:COMM AT THE SW COR OF
SE1/4 OF SD SEC 17,TH E 61.89' TO PT OF BEG OF
TRACT HEREIN DESC,TH CONT E 470.11' TH N
568.45',TH W 470',TH S 572.03' TO PT
OF BEG.

THAT PART OF THE SW1/4 OF SE1/4 DESC AS
FLWS: COMM AT THE SW COR OF SE1/4 OF SD SEC
17, TH E 61.89' TO PT OF BEG OF TRACT HEREIN
DESC,TH CONT E 470.11',TH N 568.45' TH W 470',
TH S 572.03' TO PT OF BEG.

THE N 1320' OF W 1980' OF N1/2 OF NW1/4
EXC TH R-O-W, AND ALSO EXC PARCEL 3C AS
SHOWN ON KANDIYOHI CO WILLMAR WYE PROJECT
ROW PLAT #3.

SECTION 2. Effective Date. This Ordinance shall be effective from and after its adoption and second publication.

This Ordinance introduced by Council Member Asmus

This Ordinance was introduced on: June 20, 2023

This Ordinance published on: July 8, 2023

This Ordinance given a hearing on: _____

This Ordinance adopted on: _____

This Ordinance published on: _____

SUMMARY PUBLICATION OF CITY OF WILLMAR ORDINANCE NO. ____

AN ORDINANCE AMENDING ORDINANCE NO. 1060 KNOWN AS THE WILLMAR ZONING ORDINANCE BY AMENDING THE OFFICIAL ZONING MAP TO REZONE PROPERTY FROM AGRICULTURE (AG) TO INDUSTRIAL-3 (I-3)

Summary: Ordinance No. ____ amends the City’s Zoning Ordinance by amending the official zoning map to rezone certain property on the western boundary of the City located west and southwest of the City’s industrial park as more particularly described in the ordinance from the Agriculture (AG) district to the newly created Industrial-3 (I-3) district.

The complete text of Ordinance No. ____ may be obtained at no charge at City Hall (333 6th Street Southwest, Willmar, MN 56201), or from the City’s website at www.willmarmn.gov.



City of Willmar

City Council Action Request

Council Meeting Date:	July 17, 2023	Agenda Item Number:	10.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, John Harren, WMU General Manager
Item:	New City Hall and the New Willmar Municipal Utilities Office		

RECOMMENDED ACTION:

Approve the Willmar Municipal Utilities to pursue a stand-alone site for future operations.

OVERVIEW:

Willmar Municipal Utilities is requesting that the City Council provide direction to WMUC on purchasing property for a combined City Hall/Willmar Utilities office or allowing WMUC to purchase property for the sole use of a utility complex.

On April 17, 2023, Council approved staff to work with BKV Group to develop concepts for a 1) combined City Hall and Community Center, the JCPenney location, 2) a combined Willmar Municipal Utility and City Hall concept, and; 3) a complete renovation of the current Community Center location.

Council heard and reviewed Willmar Ten's proposal for the JCPenney site location on May 15, 2023, for a combined City Hall and Community Center estimated at a cost of \$18.2 Million to \$20.7 Million, excluding estimated technology and furnishings expenses.

On June 12, 2023, Council Work session BKV Group presented concepts for three approved requests. During BKV's presentation, BKV found no major structural issues with either the JCPenney building or the Community Center during their walk-through. Issues still could be discovered as renovation of buildings occurs.

BUDGETARY/FISCAL ISSUES:

NA

ALTERNATIVES TO CONSIDER:

Additional Action on City Hall and Community Center Locations

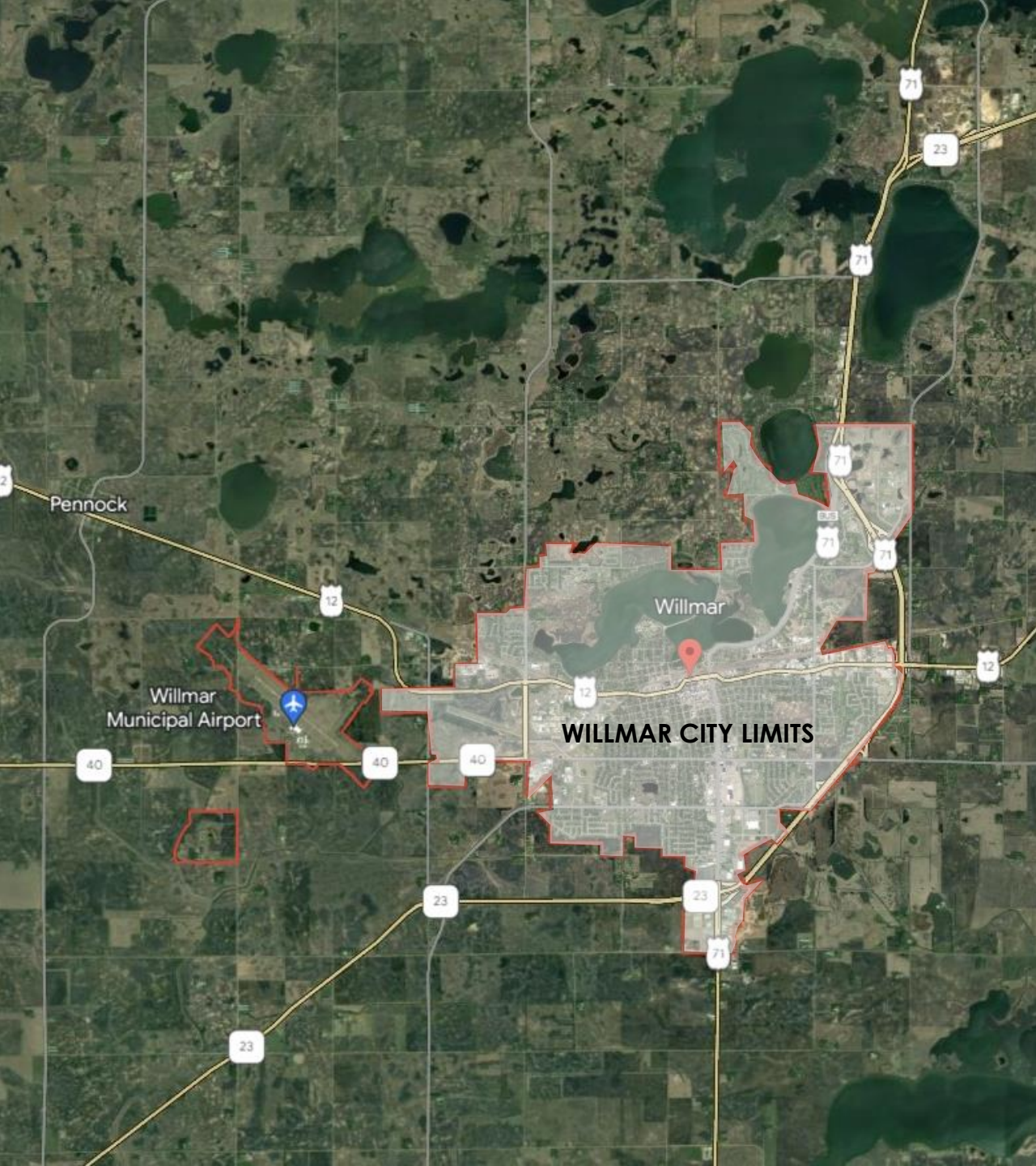
ATTACHMENTS:

1. City Hall Community Center Tax Impact

2. \$5M State Funding
3. 2023.06.12 Willmar Site Assessment

	City Hall	Community Center	Combined
Construction Cost	\$21,000,000	\$18,000,000	\$33,000,000
Existing Local Option Sales Tax	\$0	(\$2,000,000)	(\$2,000,000)
Reserves for City Hall	(\$1,000,000)	\$0	(\$1,000,000)
Land Proceeds	(\$1,000,000)	\$0	(\$1,000,000)
State Bonding	\$0	\$0	\$0
Cost of Issuance	\$65,000	\$65,000	\$65,000
Underwriter's Discount/Fee	\$100,000	\$100,000	\$100,000
Par Amount	\$19,165,000	\$16,165,000	\$29,165,000
Repayment Term (Years)	29	29	29
Interest Rate	4.00%	4.00%	4.00%
Annual P&I Payment (Rounded)	\$1,128,000	\$952,000	\$1,717,000
Less Existing City Hall Debt Levy	(\$485,000)	\$0	(\$485,000)
Other Revenue	\$0	\$0	\$0
Net Debt Levy	\$643,000	\$952,000	\$1,232,000
LEVY IMPACT			
2023 Property Tax Levy	\$9,188,990	\$9,188,990	\$9,188,990
Percent Increase	7.0%	10.4%	13.4%
TAX IMPACT			
Pay 2023 Taxable Net Tax Capacity	\$17,500,000	\$17,500,000	\$17,500,000
Current Tax Rate	53.0%	53.0%	53.0%
Added Tax Rate	3.7%	5.4%	7.0%
New Tax Rate	56.7%	58.5%	60.1%
Residential Market Value			
\$200,000	\$66	\$98	\$127
\$300,000	\$106	\$158	\$204
\$400,000	\$147	\$217	\$281
Commercial Market Value			
\$250,000	\$156	\$231	\$299
\$500,000	\$340	\$503	\$651
\$1,000,000	\$707	\$1,047	\$1,355
Apartment Market Value			
\$1,000,000	\$459	\$680	\$880

	City Hall	Community Center	Combined
Construction Cost	\$21,000,000	\$18,000,000	\$33,000,000
Existing Local Option Sales Tax	\$0	(\$2,000,000)	(\$2,000,000)
Reserves for City Hall	(\$1,000,000)	\$0	(\$1,000,000)
Land Proceeds	(\$1,000,000)	\$0	(\$1,000,000)
State Bonding	\$0	(\$5,000,000)	(\$5,000,000)
Cost of Issuance	\$65,000	\$65,000	\$65,000
Underwriter's Discount/Fee	\$100,000	\$100,000	\$100,000
Par Amount	\$19,165,000	\$11,165,000	\$24,165,000
Repayment Term (Years)	29	29	29
Interest Rate	4.00%	4.00%	4.00%
Annual P&I Payment (Rounded)	\$1,128,000	\$657,000	\$1,423,000
Less Existing City Hall Debt Levy	(\$485,000)	\$0	(\$485,000)
Other Revenue	\$0	\$0	\$0
Net Debt Levy	\$643,000	\$657,000	\$938,000
LEVY IMPACT			
2023 Property Tax Levy	\$9,188,990	\$9,188,990	\$9,188,990
Percent Increase	7.0%	7.1%	10.2%
TAX IMPACT			
Pay 2023 Taxable Net Tax Capacity	\$17,500,000	\$17,500,000	\$17,500,000
Current Tax Rate	53.0%	53.0%	53.0%
Added Tax Rate	3.7%	3.8%	5.4%
New Tax Rate	56.7%	56.8%	58.4%
Residential Market Value			
\$200,000	\$66	\$68	\$97
\$300,000	\$106	\$109	\$155
\$400,000	\$147	\$150	\$214
Commercial Market Value			
\$250,000	\$156	\$160	\$228
\$500,000	\$340	\$347	\$496
\$1,000,000	\$707	\$723	\$1,032
Apartment Market Value			
\$1,000,000	\$459	\$469	\$670



Willmar Site Assessment

June 12, 2023





AGENDA

1. SUMMARY OF SPACE PROGRAMMING NEEDS
2. REVIEW SITE CONCEPTS
3. PROPOSED SCHEDULE
4. SOFT COST BREAKDOWN
5. COST ESTIMATE
6. METHODS OF PROJECT PROCUREMENT
7. SUMMARY

SPACE PROGRAMMING NEEDS

Programming Approach:

- Through a series of questionnaires and person to person interviews as well as reviewing existing operational flows and program needs space requirements were developed.
- These areas were reviewed based on 5-year increments, and planning for a future 20-year need.
- While these are useful tools to help identify space needs, additional space efficiencies can be found in the final plan development.

CITY HALL

<i>Department Spaces</i>		
Administration		655
Council Space		4,207
City Clerk		1,113
Human Resources		905
Information Systems		1,529
Engineering		2,638
Finance		842
Planning & Development		2,157
Subtotal, Department Spaces:		14,046
<i>Support Spaces</i>		
Building Support		10,460
Building Services		1,728
Subtotal, Support Spaces:		12,188
TOTAL PROPOSED USABLE SF		26,234
Building Factor	15%	3,935
TOTAL PROPOSED GROSS SF		30,169

SPACE PROGRAMMING NEEDS

COMMUNITY CENTER

FACILITY: COMMUNITY CENTER	USABLE AREA REQUIRED	
	2022 CURRENT	PROPOSED
Community Spaces		
Burlington Northern Room (Dining)	1,950	2,400
Selvig Room (Stage/Dance Floor)	2,320	3,400
Sunshine Room (Meetings, Choir)	1,080	1,200
Bremer Room (Game/Billiards)	460	460
Reynolds Room (Multipurpose/Wellness)	1,080	1,080
Kid's Area	350	350
Kids Restroom	-	80
Woodshop	840	1,800
New Arts Room		750
New Quilting/Sewing Room		850
Kitchen	608	1,200
Library & Computers		500
Manager's Office	360	216
Custodian Office	100	200
Senior Club Office	100	120
Additional Staff Office	-	120
Conference Room	-	200
Reception Area	-	100
Subtotal, Personnel Spaces:	9,836	16,174

Support Spaces		
Public Restrooms	370	740
Single-user Restroom	160	160
Mother's Room	80	80
Janitor Closet	80	80
Building Storage	200	300
Exterior Equipment Storage	500	800
Bike Share Storage	-	600
Misc. User Group Storage Closets	-	300
Indoor Maintenance Storage		120
Electrical Room	250	250
Water Service	250	250
Data	144	144
HVAC	-	-
Subtotal, Departmental Spaces:	2,034	3,824

Total Department Spaces:	11,870	19,998
---------------------------------	---------------	---------------

Total Net SF	11,870	19,998
Efficiency Factor	4,748	7,999
TOTAL PROPOSED SF	16,618	27,997



SITE CONCEPTS

1. EXISTING COMMUNITY CENTER SITE
2. UTILITY / CITY HALL CAMPUS
3. JC PENNY SITE
4. DOWNTOWN OPTION
5. JOINT CITY HALL AND NEW
COMMUNITY CENTER AT THE
COMMUNITY CENTER SITE

1. EXISTING COMMUNITY CENTER SITE



2. UTILITY / CITY HALL CAMPUS



3. JC PENNY SITE



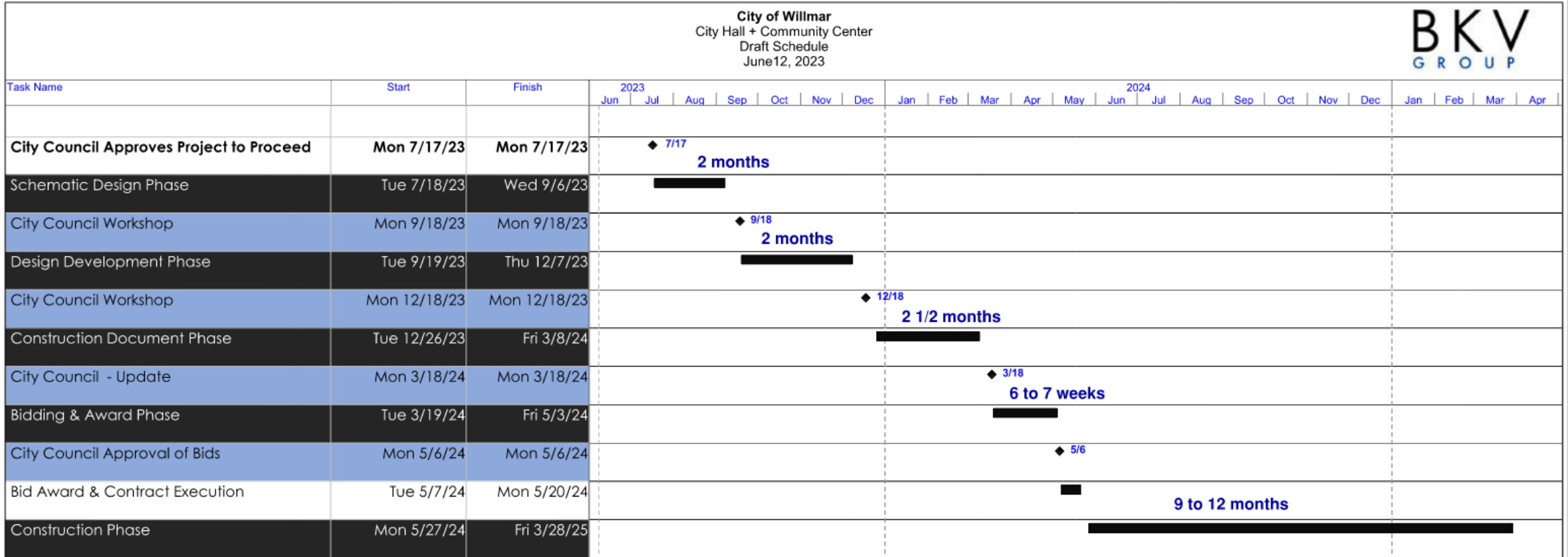
4. DOWNTOWN OPTION



5. CITY HALL AND COMMUNITY CENTER ON COMMUNITY CENTER SITE



PROPOSED SCHEDULE



SOFT COSTS

Examples of Soft Cost	
15% to 20% of the Construction Cost	
1	Land Acquisition Cost
2	Professional Service Fees
3	Building Commissioning
4	Construction Management Fees
5	Owner Misc. Contingency
6	Site Survey
7	Furniture
8	Special Inspections
9	Geotech report
10	Interior signage
11	Appliances
12	Legal Fees
13	Moving
14	Site Remediation (soil, bldg., r.a.p.)
15	SAC, surcharge, permitting
16	Low Voltage Cabling & A/V
17	Telephone equip/system
18	Plan Review Fees
19	Permits
20	Trash & Site Cleaning
21	Emergency Generator
22	Utility Connections
23	Bid Advertising
24	Document Printing
25	Construction Photos
26	State Plumbing Review
27	Building construction insurance / builders risk
28	Security Systems
29	Cellular Coverage
30	Art Work



DRAFT COST ESTIMATES

Willmar - Option 1: Reuse of Existing Community Center Site		
	Low	High
Gut & Remodel the existing bldg.	\$1,640,625	\$2,034,375
Gut & Remodel the other building	\$1,667,500	\$1,957,500
New Exterior Windows	\$210,000	\$280,000
New Roofing and Wall Veneer on existing	\$990,000	\$1,320,000
Site Development	\$1,600,000	\$2,000,000
Sub Total	\$6,108,125	\$7,591,875
Design & Construction Contingency	\$916,219	\$1,138,781
Estimated Total Construction Cost	\$7,024,344	\$8,730,656
Soft Cost	\$1,404,869	\$1,746,131
	\$8,429,213	\$10,476,788
Land / Building Acquisition	\$400,000	\$450,000
Estimated Total Project Cost including land / building purchase	\$8,829,213	\$10,926,788

Willmar - Option 2: Build New City Hall with Willmar Utilities		
	Low	High
New City Hall	\$10,585,000	\$11,310,000
Assumes a minor amount of shared areas with Willmar Utilities)		
Site Development (shared with Willmar Utilities)	\$1,250,000	\$1,750,000
Sub Total	\$11,835,000	\$13,060,000
Design & Construction Contingency	\$1,183,500	\$1,306,000.00
Estimated Total Construction Cost	\$13,018,500	\$14,366,000
Soft Cost	\$2,603,700	\$2,873,200
Land Cost	\$800,000	\$1,000,000
Estimated Total Project Cost	\$18,022,200	\$20,239,200



DRAFT COST ESTIMATES

Willmar - Options 1 and 2 Combined: Cost Estimate		
Estimated Construction Cost	Low	High
Community Center at Existing Site	\$7,024,344	\$8,730,656
New City Hall w/ Willmar Utilities	\$13,018,500	\$14,366,000
Estimated Total Construction Cost	\$20,042,844	\$23,096,656
Soft Cost		
Community Center at Existing Site	\$1,404,869	\$1,746,131
New City Hall w/ Willmar Utilities	\$2,603,700	\$2,873,200
Land Cost	\$1,200,000	\$1,450,000
Estimated Total Project Cost for Community Center + City Hall	\$25,251,413	\$29,165,988

Willmar - Build New City Hall + Community Center		
	Low	High
New City Hall	\$11,680,000	\$12,800,000
New Community Center	\$10,220,000	\$11,200,000
Site Development	\$2,000,000	\$2,500,000
Sub Total	\$23,900,000	\$26,500,000
Design & Construction Contingency	\$2,390,000	\$2,650,000.00
Estimated Total Construction Cost	\$26,290,000	\$29,150,000
Soft Cost	\$4,732,200	\$5,247,000
Estimated Total Project Cost	\$31,022,200	\$34,397,000

Willmar JCP Site Option		
	Low	High
Gut / Demo	\$520,000	\$780,000
Remodel	\$5,720,000	\$7,540,000
New HVAC & Plumbing	\$2,500,000	\$2,800,000
New Cut in Windows	\$280,000	\$350,000
New Roofing (Ballasted EPDM)	\$1,560,000	\$1,820,000
	\$10,580,000	\$13,290,000
Site Development	\$1,400,000	\$1,800,000
Sub Total	\$11,980,000	\$15,090,000
Design & Construction Contingency	\$1,797,000	\$2,263,500
Estimated Total Construction Cost	\$13,777,000	\$17,353,500
Soft Cost	\$2,755,400	\$3,470,700
	\$16,532,400	\$20,824,200
Land Cost	\$1,400,000	\$1,700,000
New 8,000 Square Foot Addition	\$2,920,000	\$3,200,000
Estimated Total Project Cost including land / building purchase	\$20,852,400	\$25,724,200

Procurement Methods

Built to Suit

Developer builds the project

Developer	\$18,205,000	to	\$20,705,000	<u>does not</u> include some soft cost
	\$1,500,000		\$1,700,000	building purchase
	\$19,705,000	to	\$22,405,000	
				estimate for furniture and A/V
	\$700,000	to	\$900,000	systems not included in the amount
	\$20,405,000		\$23,305,000	

Design / Bid / Build

City and A/E team work together in developing the plans / designs for the project

Regular City Council Updates to confirm status and on schedule / on budget

Competitive / open book bidding and award

Construction with A/E team and city review and oversight

\$17,932,400 to **\$22,524,200** includes all protentional soft cost

Decisions to be made:

Where to Build:

- **City Hall** as part of a mall or a more civic presence in a downtown location or at a new public site
- **Community Center** at the existing site or at the JC Penny Building (52,000 SF available, 28,000 SF needed)

Budget:

- Total Project for JCP in the \$18M to \$22.5M Range (without addition, of \$3M = \$21M to \$25.5M)
- Total Project for expansions / remodeling of the existing Community Center & new build City Hall in the \$25.2M to \$29M Range

Procurement Method:

- Lease purchase through a developer or standard Design / Bid Build City Hall
- Set contractor or open competitive bidding process



City Council Action Request

Council Meeting Date:	July 17, 2023	Agenda Item Number:	10.B.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	No	Prepared By:	Kyle Box, City Operations Director
Ordinance:	No	Presented By:	Kyle Box, City Operations Director
Item:	Willmar Auditorium Lead & Asbestos Remediation: Alternate Demolition of Structure		

RECOMMENDED ACTION:

Staff recommends that the City Council reject the alternate bid for demolition of the City of Willmar Auditorium.

OVERVIEW:

The City of Willmar authorized the release of bid advertisements for the Willmar Auditorium Lead & Asbestos Remediation with an alternative option to demolish the structure. The City consulted with Greg Myers of Midwest Environmental Consulting to test the lead and asbestos levels of the building, created the bid documents, and solicit qualified abatement contractors.

The City conducted a walk-through of the building with contractors on June 5, and sealed bids were due on June 26. One bid from Landwehr Construction, Inc was received with no bid on option 1 (Remediation) and a bid for option 2 (Demolition).

During the walk-through on June 5, it was discovered that the existing electrical system would need to be removed during the remediation process because of mercury levels. An addendum was issued to the bid documents.

The City did not receive any bids for option 1 and only received one bid for option 2. Staff are recommending that the council reject the bid for demolition from Landwehr Construction, Inc.

BUDGETARY/FISCAL ISSUES:

Demolition Cost: \$1,243,500.00

An addendum to the demolition contract would be recommended and negotiated to include the preservation of any material of the original structure. This will be an added cost to the main bid received.

ALTERNATIVES TO CONSIDER:

Award the Contract to Landwehr Construction, Inc. for the demolition of the city auditorium.

ATTACHMENTS:

1. Willmar Auditorium_Bid Tab

Bid Opening:

June 26, 2023

Willmar Auditorium Environmental Remediation/ Add Alternate: Demolition

Name	Option 1 (Remediation)	Option 2 (Demolition)
Landwehr Construction, Inc	No Bid	\$1,243,500.00



City Council Action Request

Council Meeting Date:	July 17, 2023	Agenda Item Number:	10.C.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	No	Prepared By:	Kyle Box, City Operations Director
Ordinance:	No	Presented By:	Kyle Box, City Operations Director
Item:	City Auditorium Tours		

RECOMMENDED ACTION:

Approve City Auditorium tours

OVERVIEW:

City staff would like to conduct public tours of the City Auditorium on Monday, August 14, and Thursday, August 17.

A schedule will be created and shared with the Council and Willmar Community to walk through the City Auditorium to see, hear, and ask questions about the current condition of the building.

The intent of these tours would be to provide up-to-date information on the building, including the ongoing maintenance and facility needs needed to make the building functional and compliant, while continuing to pay tribute to the historical nature of the building.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

Council recommend alternatives to tour auditorium.

ATTACHMENTS:

None



City Council Action Request

Council Meeting Date:	July 17, 2023	Agenda Item Number:	10.D.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	Yes	Prepared By:	Leslie Valiant, City Administrator
Ordinance:	No	Presented By:	Leslie Valiant, City Administrator
Item:	Consider a Settlement Agreement Between BNSF and the City of Willmar		

RECOMMENDED ACTION:

Approve settlement agreement between BNSF Railway Corporation, Kandiyohi County and the City of Willmar.

OVERVIEW:

The Willmar Wye project was a public-private partnership to divert rail traffic out of the center of the City of Willmar by constructing a direct rail connection between two existing BNSF tracks outside of the city center. Parties entered into a series of agreements for the Project as noted in section B. Section C of the agreement reviews transfers pursuant to the transfer agreement: County Drain Pipe Crossing Premises, Displaced Soil and City Drain Pipe Premises.

Public Partners were not aware of the drain tile existence, drain tile issues and/or did not reserve rights over the Premises that would require BNSF to maintain the drain tile that existed within the Premises prior to the conveyance.

Under the Agreement, Section 2 addresses the City Drain Pipe Permit, which allows the city time to design and construct no later than September 30, 2024. Under this agreement, BNSF waives its normal application processing costs and license fees for the initial installation.

The Settlement Agreement has been reviewed by City Engineer Voge and City Attorney Scott

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Resolution Agmt Settlement BNSF Wye
2. BNSF - Willmar - Settlement Agreement

RESOLUTION NO. _____

BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, that the Mayor and City Administrator enter into the Settlement Agreement between the City of Willmar, BNSF Railway Company, Kandiyohi County, Kandiyohi County.

Dated this 17th day of July, 2023.

MAYOR

Attest:

CITY CLERK-TREASURER

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (hereinafter “*Agreement*”) is entered into on this 28th day of June, 2023 (the “*Effective Date*”), by and between **BNSF Railway Company**, a Delaware corporation (“*BNSF*”); **Kandiyohi County**, a political subdivision of the State of Minnesota (the “*County*”); the **City of Willmar**, a political subdivision of the State of Minnesota (the “*City*”); and the **State of Minnesota, through its Department of Transportation (“MnDOT”)** (the County, the City and MnDOT, collectively, “*Public Partners*” and the Public Partners and BNSF, each a “*Party*” and collectively, the “*Parties*”).

RECITALS:

A. The Parties entered into a public-private partnership to acquire, by purchase or eminent domain, multiple parcels of real property all located in Kandiyohi County, Minnesota, replat the same, and transfer, between the Parties, multiple parcels of such property for the purpose of (i) diverting rail traffic out of the city center of the City of Willmar and creating future rail access to a future industrial park presently owned by the City of Willmar, by constructing a direct rail connection between two existing BNSF tracks outside the city center in Willmar; and (ii) to further improve, relocate and reconstruct certain county and state roads located in the identified area west of the city center of Willmar. The project is known as the Willmar Rail Connector and Industrial Park Access Project (the “*Project*”);

B. The Parties entered into a series of agreements for the Project including the Master Cooperation Agreement, the Transfer Agreement between MnDOT, the County, and BNSF, the Transfer Agreement between the County and BNSF, and the Purchase and Sale Agreement between the City and BNSF, all of which have been and/or will be amended from time to time;

C. Pursuant to the Transfer Agreements, the Public Partners acquired and conveyed certain real property to BNSF as part of the Project, which included, without limitation, real property which is the subject of this Agreement: (i) the real property as shown and designated on Exhibit A attached hereto and incorporated herein by reference as the “*County Drain Pipe Crossing Premises*,” (ii) the real property shown and designated on Exhibit A as the “*County Field Tile Premises*,” which has, following conveyance of the County Drain Tile Premises and construction by BNSF of its portion of the Project, experienced flooding that originates from the adjacent County-owned property as a result of drain tile severing and (iii) the real property as shown and designated on Exhibit A as the “*City Drain Pipe Premises*,” which has, following conveyance of the City Drain Pipe Premises and construction by BNSF of its portion of the Project, experienced bottom up erosion that originates from drainage tile owned by the City that was bulk headed during the Project (the County Drain Pipe Crossing Premises, the County Field Tile Premises, and the City Drain Pipe Premises are collectively referred to herein as the “*Premises*”);

D. The Public Partners were not aware of the drain tile existence, drain tile issues and/or did not reserve rights over the Premises that would require BNSF to maintain the drain tile that existed within the Premises prior to conveyance of the Premises to BNSF, and, in the spirit of the Public-Private partnership, the Parties desire and intend to resolve these issues through this Agreement; and

E. During construction of the Project, BNSF’s contractor relocated soil (the “*Displaced Soil*”) onto the County’s adjacent real property in the area designated on Exhibit A as the “*Soil Pile*”) with the County’s knowledge, but BNSF’s contractor included construction material and/or demolition debris in the Displaced Soil without the County’s consent. The County intends to use the Displaced Soil for a future County construction project, and the Parties have yet to enter into an agreement on the terms of the use of the Displaced Soil, and, in the spirit of the Public-Private partnership, the Parties desire and intend to resolve this issue through this Agreement.

AGREEMENT

NOW, THEREFORE, for mutual valuable consideration, the sufficiency of which has been agreed to by the Parties, the Parties agree as follows:

1. **County Drain Pipe Permit.** The County shall apply for, and BNSF and the County shall execute a Permit for the benefit of the County, substantially in the form attached hereto as **Exhibit B** (the “***County Drain Pipe Crossing Permit***”). The County Drain Pipe Crossing Permit shall permit the County to maintain the drain tile crossing on BNSF’s right-of-way as permitted therein (the “***County Drain Pipe Crossing***”) subject to certain terms and conditions. The County shall submit a permit application for the County Drain Pipe Crossing to BNSF’s permitting agent using BNSF’s permitting website: <https://bnsf.railpermitting.com>. The County agrees that any improvements to the County Drain Pipe Crossing will be designed and constructed according to the edition of the publicly available *BNSF Utility Accommodation Policy* that is current at the time a permit application is submitted, unless granted a written variance by BNSF. The County will coordinate with BNSF on all aspects of improvements and repairs to the County Drain Pipe Crossing on the County Drain Pipe Crossing Premises. All costs associated with the County Drain Pipe Crossing will be at the County’s sole expense, including flagging and inspection costs incurred by BNSF, except that BNSF agrees to waive its normal application processing costs and license fees for the County Drain Pipe Crossing Permit. The County agrees that improvements or repairs to the County Drain Pipe Crossing sought in the County Drain Pipe Crossing Permit (if any) shall be completed on the County Drain Pipe Premises no later than August 1, 2023, unless the County and BNSF agree in writing to a later date. The County Drain Pipe Permit must be fully executed prior to any work taking place on BNSF property. BNSF represents that it typically takes up to thirty (30) days from the time an application is submitted on its website until a permit is available for the County to sign; furthermore, once the County has signed and provided proof of the required insurance, it typically takes approximately ten (10) days for BNSF to execute and return the completed permit.

2. **County Drain Tile Reconfiguration.** The County shall reconfigure the County’s drain tile within the County Field Tile Premises to prevent the severed tile system from draining into BNSF’s property (the “***County Field Tile Reconfiguration***”). The County agrees to coordinate with BNSF on all aspects of the County Field Tile Reconfiguration to the extent the County will be required to use and enter BNSF’s property. Upon completion by the County of the County Field Tile Reconfiguration, BNSF agrees to pay to the County one-third (1/3) of the costs of the County Field Tile Reconfiguration, but in no event shall BNSF be obligated to pay more than \$50,000. The County shall be responsible for the remaining costs. The County and other Public Partners may make other agreements amongst themselves for the allocation of the remaining costs. The County agrees that the County Field Tile Reconfiguration shall be completed on the County Field Tile Premises no later than August 1, 2023, unless the County and BNSF agree in writing to a later date.

3. **City Drain Pipe Permit.** The City shall apply for, and BNSF and the City shall execute a Permit for the benefit of the City, substantially in the form attached hereto as **Exhibit C** (the “***City Drain Pipe Permit***”). The City Drain Pipe Permit shall permit the City to install a drain tile crossing within the City Drain Pipe Premises on BNSF’s right-of-way (the “***City Drain Pipe Crossing***”), subject to certain terms and conditions. The City shall submit a permit application including the engineering plans for the City Drain Tile Crossing to BNSF’s permitting agent using BNSF’s permitting website: <https://bnsf.railpermitting.com>. The City agrees that the City Drain Pipe will be designed and constructed according to the edition of the publicly available *BNSF Utility Accommodation Policy* that is current at the time the permit application is submitted, unless granted a written variance by BNSF, and will coordinate with BNSF on all aspects of the installation of the City Drain Pipe Crossing on the City Drain Pipe Premises. All costs associated with the City Drain Pipe Crossing will be at the City’s sole expense, including flagging and inspection costs incurred by BNSF, except that BNSF agrees to waive its normal application processing

costs and license fees for the initial installation of the City Drain Pipe Crossing. The City agrees that the City Drain Pipe Crossing shall be completed on the City Drain Pipe Premises no later than September 30, 2024, unless the City and BNSF agree in writing to a later date. The City Drain Pipe Permit must be fully executed prior to any work taking place on BNSF property. BNSF represents that it typically takes up to thirty (30) days from the time an application is submitted on its website until a permit is available for the City to sign; furthermore, once the City has signed and provided proof of the required insurance, it typically takes approximately ten (10) days for BNSF to execute and return the completed permit.

4. **Soil Placement Agreement.** Contemporaneously with the signing of this Agreement, BNSF and the County shall sign a Soil Placement Agreement in the form attached hereto as **Exhibit D** and incorporated herein by reference (the “**Soil Placement Agreement**”). BNSF will remove construction material and/or demolition debris and any other non-soil material from the Displaced Soil in the Soil Pile. The County will handle and use the soil or materials located in the Soil Pile at its expense and in compliance with the Soil Placement Agreement.

5. **Release.** Other than its obligations in this Agreement and its Exhibits, the Parties, on behalf of itself, insurers, directors, officers, employees, shareholders, successors, assigns, subsidiaries, divisions, consultants, subconsultants, and agents, hereby forever fully releases and discharges the other Parties to this Agreement and their insurers, directors, officers, employees, shareholders, successors, assigns, subsidiaries, divisions, consultants, subconsultants, and agents from any and all claims, actions, or demands of any kind arising out of or relating in any way to the drainage issues on the Premises or the Displaced Soil, including without limitation, claims for trespass, nuisance, contribution, or breach of contract, that existed up through the Effective Date of this Agreement.

6. **Non-Admission.** This Agreement does not constitute an admission by any Party to this Agreement. The Parties have entered into this Agreement for the purposes of resolving the aforementioned claims to avoid the burden, expense, and delay of litigation. This Agreement constitutes a compromise of claims.

7. **Attorney’s Fees, Costs, Disbursements, and Expenses.** The Parties acknowledge that they are responsible for their own attorney’s fees, costs, disbursements, and expenses incurred in connection with this matter. However, should any Party fail to perform under this Agreement, any Party seeking to enforce this Agreement shall be entitled to all costs and attorney’s fees incurred in enforcing this Agreement, if so ordered by a court, upon prevailing in an action to enforce the Agreement.

8. **Representations.** The Parties represent and certify that they are voluntarily entering into this Agreement, that none of the Parties nor their agents, representatives or attorneys made any representations concerning the terms or effects of the Agreement other than those contained herein.

9. **Entire Agreement and Effective Date.** The terms of this Agreement and its Exhibits herein, supersede and terminate all prior oral and written agreements and communications between the Parties related to the drain tile issues and soil matters referenced herein or in the exhibits hereto. This Agreement contains all of the agreements between the Parties as to such subject matters contained herein, and they have no other written or oral agreements. This Agreement shall not be effective until the Parties have signed the Agreement.

10. **Execution.** This Agreement may be executed in counterparts, each of which will be deemed an original and shall be deemed executed upon the signing of the counterparts by the Parties.

IN WITNESS WHEREOF, the Parties state that each has read this Agreement and understand its meaning and intent, that each party has had adequate time and opportunity to consult with legal counsel prior to executing this Agreement, and that each party knowingly and willingly intends to be legally bound by this Agreement.

[The remainder of this page is intentionally left blank, signature pages to follow]

Dated: _____

BNSF RAILWAY COMPANY,
a Delaware corporation

By: _____
Its _____

Dated: _____

KANDIYOHI COUNTY,
a political subdivision of the State of
Minnesota

By: _____
Its _____

By: _____
Its _____

Dated: _____

THE CITY OF WILLMAR,
a political subdivision of the State of Minnesota

By: _____
Its _____

By: _____
Its _____

Dated: _____

**STATE OF MINNESOTA, THROUGH ITS
DEPARTMENT OF TRANSPORTATION**

By: _____
Its _____

By: _____
Its _____

EXHIBITS:

Exhibit A: Map of County Drain Tile Premises, City Drain Tile Premises and Soil Storage Area
Exhibit B: County Drain Tile Permit
Exhibit C: City Drain Tile Permit
Exhibit D: Soil Placement Agreement

Kandiyohi County GIS



1/20/2023, 4:27:41 PM

Railroad

Township Roads

US

State

Township

County Gravel

County

US & State Highways

US

State

Lines

Labels

City Limits

Waters-Lakes

County Gravel

County

US & State Highways

US

State

Lines

Labels

City Limits

Waters-Lakes

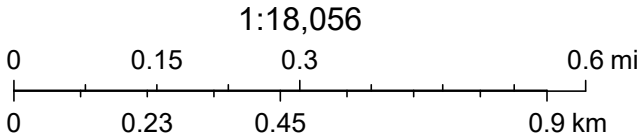
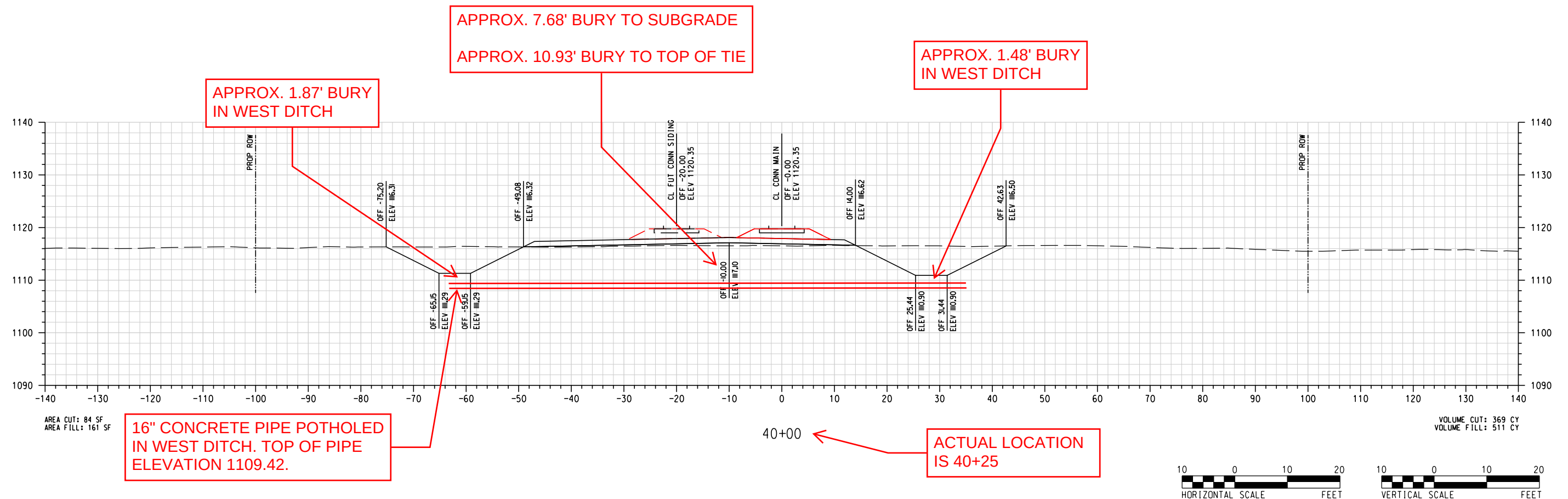
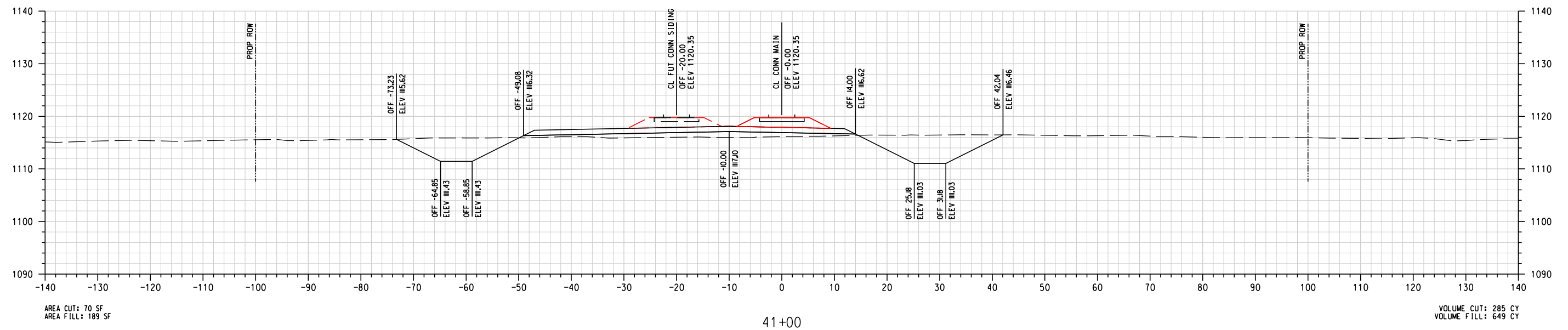


Exhibit A

Existing County Drain Pipe Details

[illegible]

PIPELINE LICENSE

THIS PIPELINE LICENSE ("**License**") is made to be effective _____, 20__ (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and **KANDIYOHI COUNTY** ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Grant of License. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), one (1) pipeline, _____ (____) inches in diameter inside a(n) _____ inch (____) [*size of casing pipe*] _____ [*casing material*] casing (collectively, the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of _____, County of _____, State of _____, Line Segment _____, Mile Post _____ as shown on the attached Drawing No. _____, dated _____, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").
2. Term. This License shall commence on the Effective Date and shall continue for 25 years, subject to prior termination as hereinafter described.
3. Existing Improvements. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. Use of the Premises. Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry stormwater, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose. Licensee is expressly prohibited from using or allowing any telecommunication facilities or equipment within the Premises, or using or allowing the use of the Premises for any other purpose.
5. Alterations. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. License Fee. Licensee shall pay Licensor, prior to the Effective Date, a one-time payment (in lieu of recurring periodic fixed license fees) in the amount the sum of zero and No/100 Dollars (\$0.00) as compensation for the use of the Premises.
7. Costs and Expenses.
 - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
 - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred, inspection coordination, safety, mobilization and/or other observation services described in this License (collectively, the "**Services**"). Licensee shall bear the cost of the Services, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective

bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

- 7.3 Licensors, at its sole discretion, may elect to designate a third party (the "**Scheduling Agent**"), to perform and/or arrange for the performance of the Services.
8. Payment Terms. All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensors within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. Reserved Rights of Use. Licensors excepts and reserves the right, to be exercised by Licensors and any other parties who may obtain written permission or authority from Licensors:
- 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
- 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
- 9.3 to use the Premises in any manner as Licensors in its sole discretion deems appropriate, provided Licensors uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
10. Right to Require Relocation. If at any time during the term of this License, Licensors desires the use of its rail corridor in such a manner as would, in Licensors's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensors to such effect, make such changes in the Pipeline as in the sole discretion of Licensors may be necessary to avoid interference with the proposed use of Licensors's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensors in its sole discretion, to the Pipeline promptly upon Licensors's request.

LICENSEE'S OPERATIONS

11. Construction and Maintenance of the Pipeline.
- 11.1 Licensee shall not enter the Premises or commence construction unless accompanied by Licensors's representative, the Scheduling Agent or its designee. Licensee shall notify Licensors's Roadmaster, at telephone _____, at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensors of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.
- 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
- 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensors's tracks to the other.
- 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.

- 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises, including without limitation all construction and maintenance of the Pipeline, in such a manner and of such materials as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that the Pipeline will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.
- 11.7 Licensor may direct one or more of its field engineers or inspectors to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). Licensee shall reimburse Licensor for the cost of such observation or inspection related services pursuant to **Section 8**. If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall contact the applicable State's call-before-you-dig utility location service to have 3rd parties mark the location of utilities. Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing hand-tool exploration, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the United States Infrastructure Corporation) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee shall request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk, currently at 1-800-533-2891 (option 1, then option 7), at least ten (10) business days prior to installation of the Pipeline. Upon receiving Licensee's

timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.

- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 No wells shall be installed without prior written approval from Licensor.
- 12.4 Any open hole, boring, or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
 - 12.4.1 filled in to surrounding ground level with compacted bentonite grout; or
 - 12.4.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee and Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.
- 13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**
 - 13.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
 - 13.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**
 - 13.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**
 - 13.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**
 - 13.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**
- 13.3 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES AND WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL**

CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.

- 13.4 IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.
- 13.5 THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.
- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.
14. Personal Property Risk of Loss. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**
15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the term of this License the following insurance coverage:
- 15.1 Commercial General Liability "CGL" Insurance.
- a. The policy will provide a minimum of \$5,000,000 per occurrence and an aggregate limit of at least \$10,000,000 but in no event will the coverage be in an amount less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
- Bodily Injury and Property Damage
 - Personal Injury and Advertising Injury
 - Fire legal liability
 - Products and completed operations
 - Contractual Liability for an "Insured Contract" consistent with the definition under the standard ISO general liability policy form.

- b. This policy will include the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
 - The definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of Licensor's property;
 - Waiver of subrogation in favor of and acceptable to Licensor;
 - Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc. to include coverage for ongoing and completed operations;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.
- c. The parties agree that the workers' compensation and employers' liability related exclusions in the CGL policy(s) are intended to apply to employees of the policyholder and will not apply to Licensor's employees.
- d. No other endorsements that limit coverage with respect to Licensee's obligations under this agreement may be included on the policy.

15.2 Business Automobile Insurance.

- a. The insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to the following:
 - Bodily injury and property damage.
 - Any and all vehicles owned, used or hired.
- b. The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:
 - Waiver of subrogation in favor of and acceptable to Licensor;
 - Additional insured endorsement in favor of and acceptable to Licensor;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

15.3 Workers' Compensation and Employers' Liability Insurance.

- a. The policy will provide coverage of all employees performing any part of the installation or maintenance of the Pipeline including coverage for, but not limited to:
 - Licensee's statutory liability under the workers' compensation laws of the state(s) in which the work or services under this agreement are to be performed. The policy will cover all of Licensee's employees, regardless of whether such coverage is optional under the law of that state(s).
 - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- b. The policy will include contain the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
 - Waiver of subrogation in favor of and acceptable to Licensor.

- 15.4 Railroad Protective Liability Insurance. The policy will name only Licensor as the Insured and will provide coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy will be issued on a standard ISO form CG 00 35 12 04 and include the following:
 - Endorsed to include the Pollution Exclusion Amendment.
 - Endorsed to include the Limited Seepage and Pollution Endorsement.
 - Endorsed to remove any exclusion for punitive damages.
 - Endorsed to include Evacuation Expense Coverage Endorsement.
 - No other endorsements restricting coverage may be added.
 - The original policy must be provided to Licensor and Licensee shall not perform any work or services of any kind under this agreement until Licensor has reviewed and approved the policy.

- The definition of "Physical Damage to Property" will be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control (including, but not limited to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, tunnels, bridges and buildings) arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$ ____.

- ☐ Licensee may **elect** to participate in Licensor's Blanket Policy;
- ☐ Licensee **declines** to participate in Licensor's Blanket Policy.

15.5 Intentionally deleted.

15.6 Other Requirements:

- 15.6.1 Where allowable by law, no exclusion for punitive damages may be included in any policy.
- 15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Licensor for all claims and suits. Licensee further waives its right of recovery, and its insurers also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property or property under Licensee's care, custody, or control.
- 15.6.3 Allocated Loss Expense, including but not limited to defense costs and expenses, will be in addition to all policy limits for coverage under the insurance requirements.
- 15.6.4 Licensee is not allowed to self-insure without the prior written consent of Licensor. If Licensor allows Licensee to self-insure, Licensee shall directly cover any self-insured retention or other financial responsibility for claims in lieu of insurance. Any and all Licensor liabilities that would otherwise be covered by Licensee's insurance in accordance with the provisions of this agreement, will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
- 15.6.5 Prior to entering the Premises or commencing any work related to the installation or subsequent maintenance of the Pipeline, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments.
- 15.6.6 Licensee shall notify BNSF in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration of any insurance requirement.
- 15.6.7 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.6.8 If the coverage provided by any of the insurance policies required by this agreement is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this agreement.
- 15.6.9 Licensee agrees to provide evidence to Licensor that it has the required coverage in place at least annually or in the event of a renewal or material change of coverage
- 15.6.10 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), and that Licensee has instructed them to procure the insurance coverage required by this License.

- 15.6.11 Not more frequently than once every five years, Licensors may, at its discretion, reasonably modify the insurance requirements to reflect the then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.6.12 If Licensee will subcontract any portion of the operation, Licensee shall require that the subcontractor provide and maintain insurance coverage(s) as set forth herein, naming Licensors as an additional insured. In addition, Licensee shall require that the subcontractor shall release, defend and indemnify Licensee to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensors under this agreement.
- 15.6.13 Failure to provide evidence as required by this section shall entitle, but not require, Licensors to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.14 The fact that Licensee obtains insurance (including, without limitation, self-insurance) shall not release or diminish Licensee's liabilities or obligations including, without limitation, the liabilities and obligations under the indemnity provisions of the License. Damages recoverable by Licensors shall not be limited by the amount of the required insurance coverage.
- 15.6.15 In the event of a claim or lawsuit involving BNSF arising out of this Agreement, Licensee will make the policy covering such claims or lawsuits available to BNSF.
- 15.6.16 If Licensee maintains broader coverage and/or higher limits than the minimum requirements in this Agreement, BNSF requires and shall be entitled to the broader coverage and/or the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to BNSF.
- 15.6.17 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work or services are performed under this License.
- 15.6.18 For purposes of this **Section 15**, Licensors shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.

- 16.1 Licensee shall observe and comply with any and all applicable federal, state, local, and tribal laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensors's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew (and ensure that its contractors, agents or invitees, as applicable, renew) the Safety Orientation annually.
- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct,

maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.

- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.
- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

- 17.1 Licensee shall strictly comply with Environmental Laws (as defined below). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or Hazardous Materials (as defined below) on or about the Premises.
- 17.2 Except as specifically set forth in Section 4 of this License, Licensee covenants that it will not handle or transport Hazardous Materials through the Pipeline or on Licensors property. Upon request by Licensors, Licensee agrees to furnish Licensors with proof, satisfactory to Licensors, that Licensee is in compliance with the provisions of this **Section 17.2**.
- 17.3 Licensee shall give Licensors immediate notice to Licensors Resource Operations Center at (800) 832-5452 of any known (i) release of Hazardous Materials on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensees use of the Premises. Licensee shall use its best efforts to immediately respond to any release on, from, or affecting the Premises. Licensee also shall give Licensors prompt notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensors has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensors may require Licensee, at Licensees sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensors right-of-way.
- 17.5 Licensee shall immediately report to Licensors Resource Operations Center at (800) 832-5452 any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensees reporting to Licensors shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensors request for information regarding said conditions or activities.
- 17.6 During the term of this License, Licensors may, at Licensors option, require Licensee to conduct an environmental audit, including but not limited to sampling, of the Premises through an environmental consulting engineer acceptable to Licensors, at Licensees sole cost and expense, to determine if any noncompliance or environmental damage to the Premises has occurred during occupancy thereof by Licensee. The audit shall be conducted to Licensors satisfaction and a copy of the audit report shall promptly be provided to Licensors for its review. Licensee shall pay all expenses for any remedial or corrective action that may be required as a result of said audit to correct any noncompliance or environmental damage, and Licensee shall diligently pursue and complete all necessary work prior to termination of this License. Licensees obligations under this Section 17.6 shall survive termination of this License.

- 17.7 Notwithstanding anything in this Section 17, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine Licensee's compliance with Environmental Laws, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is compliant. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 17.8 **"Environmental Law(s)"** shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.
- 17.9 **"Hazardous Material(s)"** shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals", "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

DISCLAIMER OF WARRANTIES

18. No Warranties.

- 18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

19. Disclaimer of Warranty for Quiet Enjoyment. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable

(i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damages or costs Licensee sustains in connection with the eviction.

LIENS AND TAXES

21. **Liens and Charges.** Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on the Premises. Licenser is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that failure of Licenser to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.
22. **Taxes.** Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licenser or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. **Default and Termination.** In addition to and not in limitation of Licenser's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licenser has the right to terminate as set forth below:
- 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licenser, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licenser may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licenser shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.
- 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of Hazardous Materials, notwithstanding anything contained in any other provision of this License, Licenser may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee.
- 23.3 Any waiver by Licenser of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licenser's ability to enforce any Section of this License. The remedies set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licenser may have at law or in equity.
- 23.4 In addition to and not in limitation of Licenser's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.
24. **Surrender of the Premises.**
- 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
- 24.1.1 if so directed by Licenser in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licenser, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licenser;
- 24.1.2 report and restore any damage to the Premises or Licenser's other property arising from, growing out of, or connected with Licensee's use of the Premises;

- 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
- 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date, or as otherwise agreed to by Licensors.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensors or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.
- 24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensors may, at its election, either: (i) remove the Pipeline and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensors for cost incurred, (ii) upon written notice to Licensee, take and hold the Pipeline and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensors has consented to the Pipeline and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensors, provide a bill of sale in a form acceptable to Licensors conveying the Pipeline and the other Improvements to Licensors for no additional consideration.

MISCELLANEOUS

25. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensors and Licensee to the same extent as if each such successor and assign was named a party to this License.
26. Assignment.
- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensors, which consent may not be unreasonably withheld or delayed by Licensors. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensors in its sole and absolute discretion.
- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSORS, SUCH CONSENT TO BE IN LICENSORS'S SOLE DISCRETION.
- 26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above

concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensors for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment. The provisions of this **Section 26.3** shall survive the expiration or earlier termination of this License.

26.4 Licensors shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this License, and upon any such transfer or assignment, Licensors shall be released from any further obligations hereunder, and Licensee agrees to look solely to the successor in interest of Licensors for the performance of such obligations.

27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensors: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive – MOB1
Fort Worth, TX 76131
Attn: Permits/Licenses

with a copy to: BNSF Railway Company
2650 Lou Menk Dr.
Fort Worth, TX 76131
Attn: Senior Manager Real Estate

If to Licensee: Kandiyohi county

28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the other Improvements are removed and the Restoration Obligations are completed in accordance with the terms hereof.

29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.

30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.

31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

32. Integration. This License is the full and complete agreement between Licensors and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensors harmless in any prior written agreement between the parties.

33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.

34. Waiver. The waiver by Licensors of the breach of any provision herein by Licensee shall in no way impair the right of Licensors to enforce that provision for any subsequent breach thereof.

35. Interpretation.

35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.

35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.

36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged electronically and any electronic version of any party's signature shall be deemed to be an original signature for all purposes.

37. Licensors' Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

END OF PAGE – SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the Effective Date.

LICENSOR:

BNSF Railway Company, a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive – MOB1
Fort Worth, TX 76131

By: _____

LICENSEE:

Kandiyohi County

By: _____

EXHIBIT "A" (TO THE PIPELINE AGREEMENT)

Description of Premises

[to be attached]

PIPELINE LICENSE

THIS PIPELINE LICENSE ("**License**") is made to be effective _____, 20__ (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and **CITY OF WILLMAR** ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Grant of License. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), one (1) pipeline, _____ (____) inches in diameter inside a(n) _____ inch (____) [*size of casing pipe*] _____ [*casing material*] casing (collectively, the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of _____, County of _____, State of _____, Line Segment _____, Mile Post _____ as shown on the attached Drawing No. _____, dated _____, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").
2. Term. This License shall commence on the Effective Date and shall continue for 25 years, subject to prior termination as hereinafter described.
3. Existing Improvements. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. Use of the Premises. Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry stormwater, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose. Licensee is expressly prohibited from using or allowing any telecommunication facilities or equipment within the Premises, or using or allowing the use of the Premises for any other purpose.
5. Alterations. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. License Fee. Licensee shall pay Licensor, prior to the Effective Date, a one-time payment (in lieu of recurring periodic fixed license fees) in the amount the sum of zero and No/100 Dollars (\$0.00) as compensation for the use of the Premises.
7. Costs and Expenses.
 - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
 - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred, inspection coordination, safety, mobilization and/or other observation services described in this License (collectively, the "**Services**"). Licensee shall bear the cost of the Services, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective

bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

- 7.3 Licensors, at its sole discretion, may elect to designate a third party (the "**Scheduling Agent**"), to perform and/or arrange for the performance of the Services.
8. Payment Terms. All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensors within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. Reserved Rights of Use. Licensors excepts and reserves the right, to be exercised by Licensors and any other parties who may obtain written permission or authority from Licensors:
- 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
- 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
- 9.3 to use the Premises in any manner as Licensors in its sole discretion deems appropriate, provided Licensors uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
10. Right to Require Relocation. If at any time during the term of this License, Licensors desires the use of its rail corridor in such a manner as would, in Licensors's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensors to such effect, make such changes in the Pipeline as in the sole discretion of Licensors may be necessary to avoid interference with the proposed use of Licensors's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensors in its sole discretion, to the Pipeline promptly upon Licensors's request.

LICENSEE'S OPERATIONS

11. Construction and Maintenance of the Pipeline.
- 11.1 Licensee shall not enter the Premises or commence construction unless accompanied by Licensors's representative, the Scheduling Agent or its designee. Licensee shall notify Licensors's Roadmaster, at telephone _____, at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensors of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.
- 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
- 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensors's tracks to the other.
- 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.

- 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises, including without limitation all construction and maintenance of the Pipeline, in such a manner and of such materials as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that the Pipeline will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.
- 11.7 Licensor may direct one or more of its field engineers or inspectors to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). Licensee shall reimburse Licensor for the cost of such observation or inspection related services pursuant to **Section 8**. If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall contact the applicable State's call-before-you-dig utility location service to have 3rd parties mark the location of utilities. Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing hand-tool exploration, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the United States Infrastructure Corporation) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee shall request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk, currently at 1-800-533-2891 (option 1, then option 7), at least ten (10) business days prior to installation of the Pipeline. Upon receiving Licensee's

timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.

- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 No wells shall be installed without prior written approval from Licensor.
- 12.4 Any open hole, boring, or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
 - 12.4.1 filled in to surrounding ground level with compacted bentonite grout; or
 - 12.4.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee and Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.
- 13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**
 - 13.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
 - 13.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**
 - 13.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**
 - 13.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**
 - 13.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**
- 13.3 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES AND WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL**

CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.

- 13.4 IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.
- 13.5 THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.
- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.
14. Personal Property Risk of Loss. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**
15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the term of this License the following insurance coverage:
- 15.1 Commercial General Liability "CGL" Insurance.
- a. The policy will provide a minimum of \$5,000,000 per occurrence and an aggregate limit of at least \$10,000,000 but in no event will the coverage be in an amount less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
- Bodily Injury and Property Damage
 - Personal Injury and Advertising Injury
 - Fire legal liability
 - Products and completed operations
 - Contractual Liability for an "Insured Contract" consistent with the definition under the standard ISO general liability policy form.

- b. This policy will include the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
 - The definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of Licensor's property;
 - Waiver of subrogation in favor of and acceptable to Licensor;
 - Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc. to include coverage for ongoing and completed operations;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.
- c. The parties agree that the workers' compensation and employers' liability related exclusions in the CGL policy(s) are intended to apply to employees of the policyholder and will not apply to Licensor's employees.
- d. No other endorsements that limit coverage with respect to Licensee's obligations under this agreement may be included on the policy.

15.2 Business Automobile Insurance.

- a. The insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to the following:
 - Bodily injury and property damage.
 - Any and all vehicles owned, used or hired.
- b. The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:
 - Waiver of subrogation in favor of and acceptable to Licensor;
 - Additional insured endorsement in favor of and acceptable to Licensor;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

15.3 Workers' Compensation and Employers' Liability Insurance.

- a. The policy will provide coverage of all employees performing any part of the installation or maintenance of the Pipeline including coverage for, but not limited to:
 - Licensee's statutory liability under the workers' compensation laws of the state(s) in which the work or services under this agreement are to be performed. The policy will cover all of Licensee's employees, regardless of whether such coverage is optional under the law of that state(s).
 - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- b. The policy will include contain the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
 - Waiver of subrogation in favor of and acceptable to Licensor.

- 15.4 Railroad Protective Liability Insurance. The policy will name only Licensor as the Insured and will provide coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy will be issued on a standard ISO form CG 00 35 12 04 and include the following:
 - Endorsed to include the Pollution Exclusion Amendment.
 - Endorsed to include the Limited Seepage and Pollution Endorsement.
 - Endorsed to remove any exclusion for punitive damages.
 - Endorsed to include Evacuation Expense Coverage Endorsement.
 - No other endorsements restricting coverage may be added.
 - The original policy must be provided to Licensor and Licensee shall not perform any work or services of any kind under this agreement until Licensor has reviewed and approved the policy.

- The definition of "Physical Damage to Property" will be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control (including, but not limited to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, tunnels, bridges and buildings) arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$ ____.

- ☐ Licensee may **elect** to participate in Licensor's Blanket Policy;
- ☐ Licensee **declines** to participate in Licensor's Blanket Policy.

15.5 Intentionally deleted.

15.6 Other Requirements:

- 15.6.1 Where allowable by law, no exclusion for punitive damages may be included in any policy.
- 15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Licensor for all claims and suits. Licensee further waives its right of recovery, and its insurers also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property or property under Licensee's care, custody, or control.
- 15.6.3 Allocated Loss Expense, including but not limited to defense costs and expenses, will be in addition to all policy limits for coverage under the insurance requirements.
- 15.6.4 Licensee is not allowed to self-insure without the prior written consent of Licensor. If Licensor allows Licensee to self-insure, Licensee shall directly cover any self-insured retention or other financial responsibility for claims in lieu of insurance. Any and all Licensor liabilities that would otherwise be covered by Licensee's insurance in accordance with the provisions of this agreement, will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
- 15.6.5 Prior to entering the Premises or commencing any work related to the installation or subsequent maintenance of the Pipeline, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments.
- 15.6.6 Licensee shall notify BNSF in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration of any insurance requirement.
- 15.6.7 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.6.8 If the coverage provided by any of the insurance policies required by this agreement is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this agreement.
- 15.6.9 Licensee agrees to provide evidence to Licensor that it has the required coverage in place at least annually or in the event of a renewal or material change of coverage
- 15.6.10 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), and that Licensee has instructed them to procure the insurance coverage required by this License.

- 15.6.11 Not more frequently than once every five years, Licensors may, at its discretion, reasonably modify the insurance requirements to reflect the then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.6.12 If Licensee will subcontract any portion of the operation, Licensee shall require that the subcontractor provide and maintain insurance coverage(s) as set forth herein, naming Licensors as an additional insured. In addition, Licensee shall require that the subcontractor shall release, defend and indemnify Licensee to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensors under this agreement.
- 15.6.13 Failure to provide evidence as required by this section shall entitle, but not require, Licensors to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.14 The fact that Licensee obtains insurance (including, without limitation, self-insurance) shall not release or diminish Licensee's liabilities or obligations including, without limitation, the liabilities and obligations under the indemnity provisions of the License. Damages recoverable by Licensors shall not be limited by the amount of the required insurance coverage.
- 15.6.15 In the event of a claim or lawsuit involving BNSF arising out of this Agreement, Licensee will make the policy covering such claims or lawsuits available to BNSF.
- 15.6.16 If Licensee maintains broader coverage and/or higher limits than the minimum requirements in this Agreement, BNSF requires and shall be entitled to the broader coverage and/or the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to BNSF.
- 15.6.17 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work or services are performed under this License.
- 15.6.18 For purposes of this **Section 15**, Licensors shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.

- 16.1 Licensee shall observe and comply with any and all applicable federal, state, local, and tribal laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensors's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew (and ensure that its contractors, agents or invitees, as applicable, renew) the Safety Orientation annually.
- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct,

maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.

- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.
- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

- 17.1 Licensee shall strictly comply with Environmental Laws (as defined below). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or Hazardous Materials (as defined below) on or about the Premises.
- 17.2 Except as specifically set forth in Section 4 of this License, Licensee covenants that it will not handle or transport Hazardous Materials through the Pipeline or on Licensor's property. Upon request by Licensor, Licensee agrees to furnish Licensor with proof, satisfactory to Licensor, that Licensee is in compliance with the provisions of this **Section 17.2**.
- 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of Hazardous Materials on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use its best efforts to immediately respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor prompt notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- 17.5 Licensee shall immediately report to Licensor's Resource Operations Center at (800) 832-5452 any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.
- 17.6 During the term of this License, Licensor may, at Licensor's option, require Licensee to conduct an environmental audit, including but not limited to sampling, of the Premises through an environmental consulting engineer acceptable to Licensor, at Licensee's sole cost and expense, to determine if any noncompliance or environmental damage to the Premises has occurred during occupancy thereof by Licensee. The audit shall be conducted to Licensor's satisfaction and a copy of the audit report shall promptly be provided to Licensor for its review. Licensee shall pay all expenses for any remedial or corrective action that may be required as a result of said audit to correct any noncompliance or environmental damage, and Licensee shall diligently pursue and complete all necessary work prior to termination of this License. Licensee's obligations under this Section 17.6 shall survive termination of this License.

- 17.7 Notwithstanding anything in this Section 17, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine Licensee's compliance with Environmental Laws, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is compliant. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 17.8 **"Environmental Law(s)"** shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.
- 17.9 **"Hazardous Material(s)"** shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals", "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

DISCLAIMER OF WARRANTIES

18. No Warranties.

- 18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**
19. Disclaimer of Warranty for Quiet Enjoyment. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**
20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable

(i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damages or costs Licensee sustains in connection with the eviction.

LIENS AND TAXES

21. **Liens and Charges.** Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on the Premises. Licenser is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that failure of Licenser to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.
22. **Taxes.** Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licenser or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. **Default and Termination.** In addition to and not in limitation of Licenser's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licenser has the right to terminate as set forth below:
- 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licenser, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licenser may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licenser shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.
- 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of Hazardous Materials, notwithstanding anything contained in any other provision of this License, Licenser may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee.
- 23.3 Any waiver by Licenser of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licenser's ability to enforce any Section of this License. The remedies set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licenser may have at law or in equity.
- 23.4 In addition to and not in limitation of Licenser's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.
24. **Surrender of the Premises.**
- 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
- 24.1.1 if so directed by Licenser in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licenser, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licenser;
- 24.1.2 report and restore any damage to the Premises or Licenser's other property arising from, growing out of, or connected with Licensee's use of the Premises;

- 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
- 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date, or as otherwise agreed to by Licensors.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensors or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.
- 24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensors may, at its election, either: (i) remove the Pipeline and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensors for cost incurred, (ii) upon written notice to Licensee, take and hold the Pipeline and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensors has consented to the Pipeline and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensors, provide a bill of sale in a form acceptable to Licensors conveying the Pipeline and the other Improvements to Licensors for no additional consideration.

MISCELLANEOUS

25. **Successors and Assigns.** All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensors and Licensee to the same extent as if each such successor and assign was named a party to this License.
26. **Assignment.**
- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensors, which consent may not be unreasonably withheld or delayed by Licensors. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensors in its sole and absolute discretion.
- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSORS, SUCH CONSENT TO BE IN LICENSORS'S SOLE DISCRETION.
- 26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above

concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensors for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment. The provisions of this **Section 26.3** shall survive the expiration or earlier termination of this License.

26.4 Licensors shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this License, and upon any such transfer or assignment, Licensors shall be released from any further obligations hereunder, and Licensee agrees to look solely to the successor in interest of Licensors for the performance of such obligations.

27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensors: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive – MOB1
Fort Worth, TX 76131
Attn: Permits/Licenses

with a copy to: BNSF Railway Company
2650 Lou Menk Dr.
Fort Worth, TX 76131
Attn: Senior Manager Real Estate

If to Licensee: City of Willmar
333 6th Street SW
Willmar, MN 56201

28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the other Improvements are removed and the Restoration Obligations are completed in accordance with the terms hereof.

29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.

30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.

31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

32. Integration. This License is the full and complete agreement between Licensors and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensors harmless in any prior written agreement between the parties.

33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.

34. Waiver. The waiver by Licensors of the breach of any provision herein by Licensee shall in no way impair the right of Licensors to enforce that provision for any subsequent breach thereof.

35. Interpretation.

35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.

35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.

36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged electronically and any electronic version of any party's signature shall be deemed to be an original signature for all purposes.

37. Licensors' Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

END OF PAGE – SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the Effective Date.

LICENSOR:

BNSF Railway Company, a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive – MOB1
Fort Worth, TX 76131

By: _____

LICENSEE:

City of Willmar

By: _____

EXHIBIT "A" (TO THE PIPELINE AGREEMENT)

Description of Premises

[to be attached]

SOIL PLACEMENT AGREEMENT

This Soil Placement Agreement (“Agreement”) is between BNSF Railway Company (“BNSF”), a Delaware corporation, and Kandiyohi County, Minnesota, property owner (“Buyer”). BNSF and Buyer are each a “Party” and collectively the “Parties” to this Agreement.

1. Recitals

- a. BNSF has identified approximately 45,000 to 70,000 cubic yards of excess soil material (“Material”) associated with its Willmar Wye construction project in Willmar, MN, and needs to relocate that material in connection with the project. The Material originated from a greenfield property previously owned by the Buyer and which property was sold to BNSF in connection with the project.
- b. The Buyer is the owner in fee simple of property ID 33-029-0070 (the "Property"), which Property is agricultural, commercial, or industrial property, and not used for residential purposes, as shown in Attachment A.
- c. The Buyer desires to take ownership of the Material and use the Material on the Property or on other property owned by the Buyer for grade adjustments and general finishing.
- d. The Parties acknowledge that representative samples of the Material were collected and submitted for laboratory sampling and analysis, and the results for the sampled Material are shown in Attachment B.

2. BNSF Commitments

- a. BNSF agrees to provide the Material to the Buyer.
- b. BNSF agrees to be responsible for the costs to load, transport, and unload the Material from its construction project site to the Property.

3. Buyer Commitments

- a. Buyer agrees to pay BNSF \$1.00 for the Material.
- b. Buyer represents and warrants that Buyer has all requisite authority to, and desires to, enter into this Agreement on the terms provided herein. Buyer agrees to accept the Material as is, in its current condition, with no warranties stated or implied by BNSF.

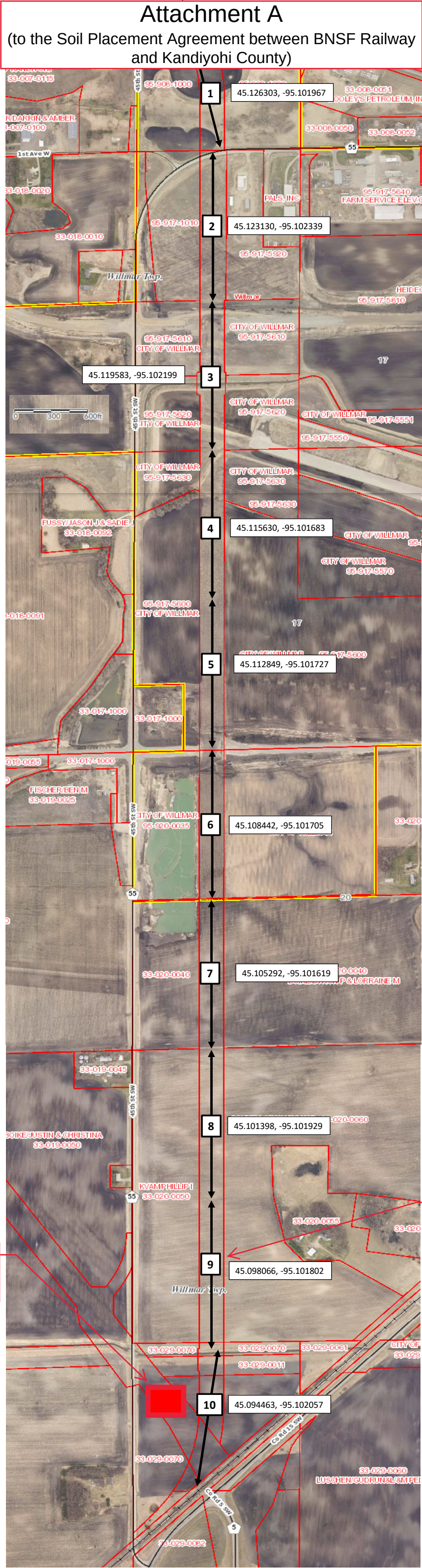
- c. Buyer shall not sell or transfer any Material for residential use and agrees to manage the Material in accord with any applicable laws, regulations, rules, licenses, permits, and standards.
- d. To the fullest extent permitted by law, Buyer assumes all future responsibility and liability for claims, demands, damages, causes of action, suits, or rights to compensation of any kind or nature whatsoever regarding, relating, or referring to any constituents contained within the Material, the management of the Material, the placement of the Material, and/or the suitability of the Material for any location in which it is placed by or at the direction of Buyer.
- e. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS BNSF, BNSF'S EMPLOYEES AND AGENTS, FOR, FROM AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) THE ACCEPTANCE, PLACEMENT, AND/OR MANAGEMENT OF THE MATERIAL PROVIDED TO BUYER PURSUANT TO THIS AGREEMENT, OR ANY BREACH BY BUYER OF THE TERMS OF THIS AGREEMENT.

4. General Provisions

- a. In executing this Agreement, the Parties acknowledge that they have voluntarily executed this Agreement after independent investigation, without fraud, duress, or undue influence. This Agreement has been freely and fairly negotiated by the Parties with each having legal counsel available. The Parties agree that neither Party shall be considered the drafting Party for purposes of any presumption or rule regarding interpretation or construction of any particular term.
- b. This Agreement contains the entire understanding of the Parties and supersedes all prior agreements and understandings, whether written or verbal, between the Parties and/or their agents relating to the subject matter of this Agreement.
- c. If any provision of this Agreement shall be deemed unenforceable or invalid by any court of competent jurisdiction, that provision shall be null and void; provided, however, that such determination shall have no effect on the enforceability or validity of any other provision of the Agreement and the Parties shall endeavor to replace those provisions deemed unenforceable or invalid with provisions of like intent and meaning.

- d. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all counterparts so executed shall constitute one instrument binding on the Parties.
- e. The undersigned, by signature to this document, represent that they have authority to execute this Agreement and, by their signatures below, the Parties agree to be bound by this Agreement.

BNSF RAILWAY CO., a Delaware corporation	KANDIYOHI COUNTY, MINNESOTA, property owner
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
_____	_____



Soil placement
location - Sect 29
Twp 119 Range 35

Soil sample
location (typ)



Environment Testing
America

ANALYTICAL REPORT

Eurofins TestAmerica, Cedar Falls
3019 Venture Way
Cedar Falls, IA 50613
Tel: (319)277-2401

Laboratory Job ID: 310-212194-1
Laboratory Sample Delivery Group: 08217219
Client Project/Site: BNSF Willmar

For:
Pinnacle Engineering, Inc
11541 95th Avenue North
Minneapolis, Minnesota 55369

Attn: Paul Carter

Authorized for release by:
8/6/2021 12:43:43 PM

Shawn Hayes, Senior Project Manager
(319)229-8211
Shawn.Hayes@Eurofinset.com

**NOTE: SOIL TO BE PURCHASED BY KANDIYOHI
COUNTY PER THIS SOIL PLACEMENT AGREEMENT
CORRESPONDS TO SAMPLES 8, 9, AND 10**

LINKS

Review your project
results through
TotalAccess

Have a Question?



Visit us at:

www.eurofinsus.com/Env

This report has been electronically signed and authorized by the signatory. Electronic signature is intended to be the legally binding equivalent of a traditionally handwritten signature.

Results relate only to the items tested and the sample(s) as received by the laboratory.

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Case Narrative

Client: Pinnacle Engineering, Inc
Project/Site: BNSF Willmar

Job ID: 310-212194-1
SDG: 08217219

Job ID: 310-212194-1

Laboratory: Eurofins TestAmerica, Cedar Falls

Narrative

Job Narrative 310-212194-1

Comments

No additional comments.

Receipt

The samples were received on 8/4/2021 9:10 AM. Unless otherwise noted below, the samples arrived in good condition, and where required, properly preserved and on ice. The temperature of the cooler at receipt was 1.1° C.

GC VOA

Method WI-GRO: The following sample was provided to the laboratory with significantly different initial weights than that required by the reference method: #4 (310-212194-4). The method requires that at least 7.5g/10ml(sample/methanol) be used. The amount provided was below this range for this sample.

No additional analytical or quality issues were noted, other than those described above or in the Definitions/Glossary page.

GC Semi VOA

No analytical or quality issues were noted, other than those described in the Definitions/Glossary page.

Metals

Method 6010D: The following samples were diluted due to the presence of an interferent. #3 (310-212194-3), #4 (310-212194-4), #5 (310-212194-5), #8 (310-212194-8) and #9 (310-212194-9). Elevated reporting limits (RLs) are provided.

No additional analytical or quality issues were noted, other than those described above or in the Definitions/Glossary page.

General Chemistry

No analytical or quality issues were noted, other than those described in the Definitions/Glossary page.

Organic Prep

Method WI DRO PREP: The following samples were provided to the laboratory with a significantly different initial weight than that required by the reference method: #1 (310-212194-1), #2 (310-212194-2) and #10 (310-212194-10). The method requires 25 to 70.5 g. The amount provided was below this range.

No additional analytical or quality issues were noted, other than those described above or in the Definitions/Glossary page.

VOA Prep

No analytical or quality issues were noted, other than those described in the Definitions/Glossary page.

Sample Summary

Client: Pinnacle Engineering, Inc
Project/Site: BNSF Willmar

Job ID: 310-212194-1
SDG: 08217219

Lab Sample ID	Client Sample ID	Matrix	Collected	Received
310-212194-1	#1	Soil	08/03/21 13:20	08/04/21 09:15
310-212194-2	#2	Soil	08/03/21 13:35	08/04/21 09:15
310-212194-3	#3	Soil	08/03/21 14:00	08/04/21 09:15
310-212194-4	#4	Soil	08/03/21 12:45	08/04/21 09:15
310-212194-5	#5	Soil	08/03/21 12:30	08/04/21 09:15
310-212194-6	#6	Soil	08/03/21 12:25	08/04/21 09:15
310-212194-7	#7	Soil	08/03/21 12:10	08/04/21 09:15
310-212194-8	#8	Soil	08/03/21 12:00	08/04/21 09:15
310-212194-9	#9	Soil	08/03/21 11:45	08/04/21 09:15
310-212194-10	#10	Soil	08/03/21 11:30	08/04/21 09:15
310-212194-11	Trip Blank	Solid	08/03/21 00:00	08/04/21 09:15

Detection Summary

Client: Pinnacle Engineering, Inc
Project/Site: BNSF Willmar

Job ID: 310-212194-1
SDG: 08217219

Client Sample ID: #1

Lab Sample ID: 310-212194-1

Analyte	Result	Qualifier	RL	MDL	Unit	Dil Fac	D	Method	Prep Type
Barium	131		1.52		mg/Kg	1	✱	6010D	Total/NA
Chromium	10.8		1.52		mg/Kg	1	✱	6010D	Total/NA
Lead	12.0		7.61		mg/Kg	1	✱	6010D	Total/NA

Client Sample ID: #2

Lab Sample ID: 310-212194-2

Analyte	Result	Qualifier	RL	MDL	Unit	Dil Fac	D	Method	Prep Type
Diesel Range Organics (DRO)	16.1		8.68		mg/Kg	1	✱	WI-DRO	Total/NA
Barium	125		0.964		mg/Kg	1	✱	6010D	Total/NA
Chromium	12.5		0.964		mg/Kg	1	✱	6010D	Total/NA
Lead	8.72		4.82		mg/Kg	1	✱	6010D	Total/NA

Client Sample ID: #3

Lab Sample ID: 310-212194-3

Analyte	Result	Qualifier	RL	MDL	Unit	Dil Fac	D	Method	Prep Type
Barium	107		1.77		mg/Kg	2	✱	6010D	Total/NA
Chromium	12.2		1.77		mg/Kg	2	✱	6010D	Total/NA
Lead	9.44		8.83		mg/Kg	2	✱	6010D	Total/NA

Client Sample ID: #4

Lab Sample ID: 310-212194-4

Analyte	Result	Qualifier	RL	MDL	Unit	Dil Fac	D	Method	Prep Type
Barium	86.5		1.96		mg/Kg	2	✱	6010D	Total/NA
Chromium	12.3		1.96		mg/Kg	2	✱	6010D	Total/NA

Client Sample ID: #5

Lab Sample ID: 310-212194-5

Analyte	Result	Qualifier	RL	MDL	Unit	Dil Fac	D	Method	Prep Type
Barium	93.8		2.93		mg/Kg	3	✱	6010D	Total/NA
Chromium	11.2		2.93		mg/Kg	3	✱	6010D	Total/NA

Client Sample ID: #6

Lab Sample ID: 310-212194-6

Analyte	Result	Qualifier	RL	MDL	Unit	Dil Fac	D	Method	Prep Type
Barium	129		1.11		mg/Kg	1	✱	6010D	Total/NA
Chromium	16.4		1.11		mg/Kg	1	✱	6010D	Total/NA
Lead	11.0		5.57		mg/Kg	1	✱	6010D	Total/NA
Mercury	0.0298		0.0209		mg/Kg	1	✱	7471B	Total/NA

Client Sample ID: #7

Lab Sample ID: 310-212194-7

Analyte	Result	Qualifier	RL	MDL	Unit	Dil Fac	D	Method	Prep Type
Barium	92.2		1.03		mg/Kg	1	✱	6010D	Total/NA
Chromium	13.4		1.03		mg/Kg	1	✱	6010D	Total/NA
Lead	9.68		5.13		mg/Kg	1	✱	6010D	Total/NA

Client Sample ID: #8

Lab Sample ID: 310-212194-8

Analyte	Result	Qualifier	RL	MDL	Unit	Dil Fac	D	Method	Prep Type
Barium	134		1.92		mg/Kg	2	✱	6010D	Total/NA
Chromium	13.7		1.92		mg/Kg	2	✱	6010D	Total/NA
Lead	10.4		9.58		mg/Kg	2	✱	6010D	Total/NA

This Detection Summary does not include radiochemical test results.

Eurofins TestAmerica, Cedar Falls

Detection Summary

Client: Pinnacle Engineering, Inc
Project/Site: BNSF Willmar

Job ID: 310-212194-1
SDG: 08217219

Client Sample ID: #9

Lab Sample ID: 310-212194-9

Analyte	Result	Qualifier	RL	MDL	Unit	Dil Fac	D	Method	Prep Type
Barium	147		1.96		mg/Kg	2	✧	6010D	Total/NA
Chromium	13.2		1.96		mg/Kg	2	✧	6010D	Total/NA

Client Sample ID: #10

Lab Sample ID: 310-212194-10

Analyte	Result	Qualifier	RL	MDL	Unit	Dil Fac	D	Method	Prep Type
Barium	204		0.947		mg/Kg	1	✧	6010D	Total/NA
Chromium	15.6		0.947		mg/Kg	1	✧	6010D	Total/NA
Lead	10.2		4.74		mg/Kg	1	✧	6010D	Total/NA

Client Sample ID: Trip Blank

Lab Sample ID: 310-212194-11

No Detections.

This Detection Summary does not include radiochemical test results.

Eurofins TestAmerica, Cedar Falls

Client Sample Results

Client: Pinnacle Engineering, Inc
Project/Site: BNSF Willmar

Job ID: 310-212194-1
SDG: 08217219

Client Sample ID: #1

Date Collected: 08/03/21 13:20

Date Received: 08/04/21 09:15

Lab Sample ID: 310-212194-1

Matrix: Soil

Percent Solids: 58.0

Method: WI-GRO - Wisconsin - Gasoline Range Organics (GC)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Wisconsin GRO	<19.4		19.4		mg/Kg	✱	08/04/21 17:47	08/04/21 21:01	1

Surrogate	%Recovery	Qualifier	Limits	Prepared	Analyzed	Dil Fac
4-Bromofluorobenzene (Surr)	98		80 - 120	08/04/21 17:47	08/04/21 21:01	1

Method: WI-DRO - Wisconsin - Diesel Range Organics (GC)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Diesel Range Organics (DRO)	<12.1		12.1		mg/Kg	✱	08/04/21 12:22	08/05/21 10:24	1

Method: 6010D - Metals (ICP)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	<6.09		6.09		mg/Kg	✱	08/05/21 10:00	08/06/21 10:25	1
Barium	131		1.52		mg/Kg	✱	08/05/21 10:00	08/06/21 10:25	1
Cadmium	<1.52		1.52		mg/Kg	✱	08/05/21 10:00	08/06/21 10:25	1
Chromium	10.8		1.52		mg/Kg	✱	08/05/21 10:00	08/06/21 10:25	1
Lead	12.0		7.61		mg/Kg	✱	08/05/21 10:00	08/06/21 10:25	1
Selenium	<7.61		7.61		mg/Kg	✱	08/05/21 10:00	08/06/21 10:25	1
Silver	<1.52		1.52		mg/Kg	✱	08/05/21 10:00	08/06/21 10:25	1

Method: 7471B - Mercury (CVAA)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	<0.0332		0.0332		mg/Kg	✱	08/04/21 10:26	08/04/21 11:45	1

Eurofins TestAmerica, Cedar Falls

Client Sample Results

Client: Pinnacle Engineering, Inc
Project/Site: BNSF Willmar

Job ID: 310-212194-1
SDG: 08217219

Client Sample ID: #2

Date Collected: 08/03/21 13:35

Date Received: 08/04/21 09:15

Lab Sample ID: 310-212194-2

Matrix: Soil

Percent Solids: 88.8

Method: WI-GRO - Wisconsin - Gasoline Range Organics (GC)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Wisconsin GRO	<13.1		13.1		mg/Kg	✱	08/04/21 17:47	08/04/21 21:32	1

Surrogate	%Recovery	Qualifier	Limits	Prepared	Analyzed	Dil Fac
4-Bromofluorobenzene (Surr)	94		80 - 120	08/04/21 17:47	08/04/21 21:32	1

Method: WI-DRO - Wisconsin - Diesel Range Organics (GC)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Diesel Range Organics (DRO)	16.1		8.68		mg/Kg	✱	08/04/21 12:22	08/05/21 10:36	1

Method: 6010D - Metals (ICP)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	<3.86		3.86		mg/Kg	✱	08/05/21 10:00	08/05/21 19:59	1
Barium	125		0.964		mg/Kg	✱	08/05/21 10:00	08/05/21 19:59	1
Cadmium	<0.964		0.964		mg/Kg	✱	08/05/21 10:00	08/05/21 19:59	1
Chromium	12.5		0.964		mg/Kg	✱	08/05/21 10:00	08/06/21 10:30	1
Lead	8.72		4.82		mg/Kg	✱	08/05/21 10:00	08/05/21 19:59	1
Selenium	<4.82		4.82		mg/Kg	✱	08/05/21 10:00	08/05/21 19:59	1
Silver	<0.964		0.964		mg/Kg	✱	08/05/21 10:00	08/05/21 19:59	1

Method: 7471B - Mercury (CVAA)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	<0.0196		0.0196		mg/Kg	✱	08/04/21 10:26	08/04/21 11:47	1

Eurofins TestAmerica, Cedar Falls

Client Sample Results

Client: Pinnacle Engineering, Inc
Project/Site: BNSF Willmar

Job ID: 310-212194-1
SDG: 08217219

Client Sample ID: #3

Date Collected: 08/03/21 14:00

Date Received: 08/04/21 09:15

Lab Sample ID: 310-212194-3

Matrix: Soil

Percent Solids: 88.0

Method: WI-GRO - Wisconsin - Gasoline Range Organics (GC)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Wisconsin GRO	<13.7		13.7		mg/Kg	✱	08/04/21 17:47	08/04/21 22:03	1
Surrogate	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
4-Bromofluorobenzene (Surr)	90		80 - 120				08/04/21 17:47	08/04/21 22:03	1

Method: WI-DRO - Wisconsin - Diesel Range Organics (GC)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Diesel Range Organics (DRO)	<7.87		7.87		mg/Kg	✱	08/04/21 12:22	08/05/21 10:47	1

Method: 6010D - Metals (ICP)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	<7.07		7.07		mg/Kg	✱	08/05/21 10:00	08/06/21 10:35	2
Barium	107		1.77		mg/Kg	✱	08/05/21 10:00	08/06/21 10:35	2
Cadmium	<1.77		1.77		mg/Kg	✱	08/05/21 10:00	08/06/21 10:35	2
Chromium	12.2		1.77		mg/Kg	✱	08/05/21 10:00	08/06/21 10:35	2
Lead	9.44		8.83		mg/Kg	✱	08/05/21 10:00	08/06/21 10:35	2
Selenium	<8.83		8.83		mg/Kg	✱	08/05/21 10:00	08/06/21 10:35	2
Silver	<1.77		1.77		mg/Kg	✱	08/05/21 10:00	08/06/21 10:35	2

Method: 7471B - Mercury (CVAA)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	<0.0212		0.0212		mg/Kg	✱	08/04/21 10:26	08/04/21 11:50	1

Eurofins TestAmerica, Cedar Falls

Client Sample Results

Client: Pinnacle Engineering, Inc
Project/Site: BNSF Willmar

Job ID: 310-212194-1
SDG: 08217219

Client Sample ID: #4

Date Collected: 08/03/21 12:45

Date Received: 08/04/21 09:15

Lab Sample ID: 310-212194-4

Matrix: Soil

Percent Solids: 91.1

Method: WI-GRO - Wisconsin - Gasoline Range Organics (GC)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Wisconsin GRO	<21.7		21.7		mg/Kg	✱	08/04/21 17:47	08/04/21 22:30	1

Surrogate	%Recovery	Qualifier	Limits	Prepared	Analyzed	Dil Fac
4-Bromofluorobenzene (Surr)	96		80 - 120	08/04/21 17:47	08/04/21 22:30	1

Method: WI-DRO - Wisconsin - Diesel Range Organics (GC)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Diesel Range Organics (DRO)	<7.50		7.50		mg/Kg	✱	08/04/21 12:22	08/05/21 10:58	1

Method: 6010D - Metals (ICP)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	<7.83		7.83		mg/Kg	✱	08/05/21 10:00	08/06/21 10:50	2
Barium	86.5		1.96		mg/Kg	✱	08/05/21 10:00	08/06/21 10:50	2
Cadmium	<1.96		1.96		mg/Kg	✱	08/05/21 10:00	08/06/21 10:50	2
Chromium	12.3		1.96		mg/Kg	✱	08/05/21 10:00	08/06/21 10:50	2
Lead	<9.79		9.79		mg/Kg	✱	08/05/21 10:00	08/06/21 10:50	2
Selenium	<9.79		9.79		mg/Kg	✱	08/05/21 10:00	08/06/21 10:50	2
Silver	<1.96		1.96		mg/Kg	✱	08/05/21 10:00	08/06/21 10:50	2

Method: 7471B - Mercury (CVAA)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	<0.0219		0.0219		mg/Kg	✱	08/04/21 10:26	08/04/21 11:59	1

Eurofins TestAmerica, Cedar Falls

Client Sample Results

Client: Pinnacle Engineering, Inc
Project/Site: BNSF Willmar

Job ID: 310-212194-1
SDG: 08217219

Client Sample ID: #5

Date Collected: 08/03/21 12:30

Date Received: 08/04/21 09:15

Lab Sample ID: 310-212194-5

Matrix: Soil

Percent Solids: 90.5

Method: WI-GRO - Wisconsin - Gasoline Range Organics (GC)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Wisconsin GRO	<11.7		11.7		mg/Kg	✱	08/04/21 17:47	08/04/21 23:01	1

Surrogate	%Recovery	Qualifier	Limits	Prepared	Analyzed	Dil Fac
4-Bromofluorobenzene (Surr)	97		80 - 120	08/04/21 17:47	08/04/21 23:01	1

Method: WI-DRO - Wisconsin - Diesel Range Organics (GC)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Diesel Range Organics (DRO)	<7.03		7.03		mg/Kg	✱	08/04/21 12:22	08/05/21 11:09	1

Method: 6010D - Metals (ICP)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	<11.7		11.7		mg/Kg	✱	08/05/21 10:00	08/06/21 10:55	3
Barium	93.8		2.93		mg/Kg	✱	08/05/21 10:00	08/06/21 10:55	3
Cadmium	<2.93		2.93		mg/Kg	✱	08/05/21 10:00	08/06/21 10:55	3
Chromium	11.2		2.93		mg/Kg	✱	08/05/21 10:00	08/06/21 10:55	3
Lead	<14.7		14.7		mg/Kg	✱	08/05/21 10:00	08/06/21 10:55	3
Selenium	<14.7		14.7		mg/Kg	✱	08/05/21 10:00	08/06/21 10:55	3
Silver	<2.93		2.93		mg/Kg	✱	08/05/21 10:00	08/06/21 10:55	3

Method: 7471B - Mercury (CVAA)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	<0.0206		0.0206		mg/Kg	✱	08/04/21 10:26	08/04/21 12:02	1

Eurofins TestAmerica, Cedar Falls

Client Sample Results

Client: Pinnacle Engineering, Inc
Project/Site: BNSF Willmar

Job ID: 310-212194-1
SDG: 08217219

Client Sample ID: #6

Date Collected: 08/03/21 12:25

Date Received: 08/04/21 09:15

Lab Sample ID: 310-212194-6

Matrix: Soil

Percent Solids: 88.9

Method: WI-GRO - Wisconsin - Gasoline Range Organics (GC)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Wisconsin GRO	<12.2		12.2		mg/Kg	✱	08/04/21 17:47	08/04/21 23:32	1

Surrogate	%Recovery	Qualifier	Limits	Prepared	Analyzed	Dil Fac
4-Bromofluorobenzene (Surr)	96		80 - 120	08/04/21 17:47	08/04/21 23:32	1

Method: WI-DRO - Wisconsin - Diesel Range Organics (GC)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Diesel Range Organics (DRO)	<7.08		7.08		mg/Kg	✱	08/04/21 12:22	08/05/21 11:20	1

Method: 6010D - Metals (ICP)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	<4.46		4.46		mg/Kg	✱	08/05/21 10:00	08/05/21 20:20	1
Barium	129		1.11		mg/Kg	✱	08/05/21 10:00	08/05/21 20:20	1
Cadmium	<1.11		1.11		mg/Kg	✱	08/05/21 10:00	08/05/21 20:20	1
Chromium	16.4		1.11		mg/Kg	✱	08/05/21 10:00	08/06/21 11:00	1
Lead	11.0		5.57		mg/Kg	✱	08/05/21 10:00	08/05/21 20:20	1
Selenium	<5.57		5.57		mg/Kg	✱	08/05/21 10:00	08/05/21 20:20	1
Silver	<1.11		1.11		mg/Kg	✱	08/05/21 10:00	08/05/21 20:20	1

Method: 7471B - Mercury (CVAA)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	0.0298		0.0209		mg/Kg	✱	08/04/21 10:26	08/04/21 12:04	1

Eurofins TestAmerica, Cedar Falls

Client Sample Results

Client: Pinnacle Engineering, Inc
Project/Site: BNSF Willmar

Job ID: 310-212194-1
SDG: 08217219

Client Sample ID: #7

Date Collected: 08/03/21 12:10

Date Received: 08/04/21 09:15

Lab Sample ID: 310-212194-7

Matrix: Soil

Percent Solids: 80.7

Method: WI-GRO - Wisconsin - Gasoline Range Organics (GC)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Wisconsin GRO	<13.7		13.7		mg/Kg	☼	08/04/21 17:47	08/05/21 00:03	1
Surrogate	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
4-Bromofluorobenzene (Surr)	97		80 - 120				08/04/21 17:47	08/05/21 00:03	1

Method: WI-DRO - Wisconsin - Diesel Range Organics (GC)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Diesel Range Organics (DRO)	<8.18		8.18		mg/Kg	☼	08/04/21 12:22	08/05/21 11:32	1

Method: 6010D - Metals (ICP)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	<4.10		4.10		mg/Kg	☼	08/05/21 10:00	08/05/21 20:25	1
Barium	92.2		1.03		mg/Kg	☼	08/05/21 10:00	08/05/21 20:25	1
Cadmium	<1.03		1.03		mg/Kg	☼	08/05/21 10:00	08/05/21 20:25	1
Chromium	13.4		1.03		mg/Kg	☼	08/05/21 10:00	08/06/21 11:05	1
Lead	9.68		5.13		mg/Kg	☼	08/05/21 10:00	08/05/21 20:25	1
Selenium	<5.13		5.13		mg/Kg	☼	08/05/21 10:00	08/05/21 20:25	1
Silver	<1.03		1.03		mg/Kg	☼	08/05/21 10:00	08/05/21 20:25	1

Method: 7471B - Mercury (CVAA)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	<0.0226		0.0226		mg/Kg	☼	08/04/21 10:26	08/04/21 12:06	1

Eurofins TestAmerica, Cedar Falls

Client Sample Results

Client: Pinnacle Engineering, Inc
Project/Site: BNSF Willmar

Job ID: 310-212194-1
SDG: 08217219

Client Sample ID: #8

Date Collected: 08/03/21 12:00

Date Received: 08/04/21 09:15

Lab Sample ID: 310-212194-8

Matrix: Soil

Percent Solids: 79.2

Method: WI-GRO - Wisconsin - Gasoline Range Organics (GC)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Wisconsin GRO	<16.4		16.4		mg/Kg	✱	08/04/21 17:47	08/05/21 00:34	1
Surrogate	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
4-Bromofluorobenzene (Surr)	98		80 - 120				08/04/21 17:47	08/05/21 00:34	1

Method: WI-DRO - Wisconsin - Diesel Range Organics (GC)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Diesel Range Organics (DRO)	<7.37		7.37		mg/Kg	✱	08/04/21 12:22	08/05/21 11:43	1

Method: 6010D - Metals (ICP)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	<7.67		7.67		mg/Kg	✱	08/05/21 10:00	08/06/21 11:10	2
Barium	134		1.92		mg/Kg	✱	08/05/21 10:00	08/06/21 11:10	2
Cadmium	<1.92		1.92		mg/Kg	✱	08/05/21 10:00	08/06/21 11:10	2
Chromium	13.7		1.92		mg/Kg	✱	08/05/21 10:00	08/06/21 11:10	2
Lead	10.4		9.58		mg/Kg	✱	08/05/21 10:00	08/06/21 11:10	2
Selenium	<9.58		9.58		mg/Kg	✱	08/05/21 10:00	08/06/21 11:10	2
Silver	<1.92		1.92		mg/Kg	✱	08/05/21 10:00	08/06/21 11:10	2

Method: 7471B - Mercury (CVAA)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	<0.0240		0.0240		mg/Kg	✱	08/04/21 10:26	08/04/21 12:08	1

Eurofins TestAmerica, Cedar Falls

Client Sample Results

Client: Pinnacle Engineering, Inc
Project/Site: BNSF Willmar

Job ID: 310-212194-1
SDG: 08217219

Client Sample ID: #9

Date Collected: 08/03/21 11:45

Date Received: 08/04/21 09:15

Lab Sample ID: 310-212194-9

Matrix: Soil

Percent Solids: 75.6

Method: WI-GRO - Wisconsin - Gasoline Range Organics (GC)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Wisconsin GRO	<12.2		12.2		mg/Kg	✱	08/04/21 17:47	08/05/21 01:05	1

Surrogate	%Recovery	Qualifier	Limits	Prepared	Analyzed	Dil Fac
4-Bromofluorobenzene (Surr)	98		80 - 120	08/04/21 17:47	08/05/21 01:05	1

Method: WI-DRO - Wisconsin - Diesel Range Organics (GC)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Diesel Range Organics (DRO)	<8.28		8.28		mg/Kg	✱	08/04/21 12:22	08/05/21 11:54	1

Method: 6010D - Metals (ICP)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	<7.83		7.83		mg/Kg	✱	08/05/21 10:00	08/06/21 11:20	2
Barium	147		1.96		mg/Kg	✱	08/05/21 10:00	08/06/21 11:20	2
Cadmium	<1.96		1.96		mg/Kg	✱	08/05/21 10:00	08/06/21 11:20	2
Chromium	13.2		1.96		mg/Kg	✱	08/05/21 10:00	08/06/21 11:20	2
Lead	<9.79		9.79		mg/Kg	✱	08/05/21 10:00	08/06/21 11:20	2
Selenium	<9.79		9.79		mg/Kg	✱	08/05/21 10:00	08/06/21 11:20	2
Silver	<1.96		1.96		mg/Kg	✱	08/05/21 10:00	08/06/21 11:20	2

Method: 7471B - Mercury (CVAA)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	<0.0251		0.0251		mg/Kg	✱	08/04/21 10:26	08/04/21 12:10	1

Client Sample Results

Client: Pinnacle Engineering, Inc
Project/Site: BNSF Willmar

Job ID: 310-212194-1
SDG: 08217219

Client Sample ID: #10

Lab Sample ID: 310-212194-10

Date Collected: 08/03/21 11:30

Matrix: Soil

Date Received: 08/04/21 09:15

Percent Solids: 85.6

Method: WI-GRO - Wisconsin - Gasoline Range Organics (GC)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Wisconsin GRO	<12.4		12.4		mg/Kg	✱	08/04/21 17:47	08/05/21 01:36	1

Surrogate	%Recovery	Qualifier	Limits	Prepared	Analyzed	Dil Fac
4-Bromofluorobenzene (Surr)	96		80 - 120	08/04/21 17:47	08/05/21 01:36	1

Method: WI-DRO - Wisconsin - Diesel Range Organics (GC)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Diesel Range Organics (DRO)	<8.35		8.35		mg/Kg	✱	08/04/21 12:22	08/05/21 12:05	1

Method: 6010D - Metals (ICP)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	<3.79		3.79		mg/Kg	✱	08/05/21 10:00	08/05/21 20:45	1
Barium	204		0.947		mg/Kg	✱	08/05/21 10:00	08/05/21 20:45	1
Cadmium	<0.947		0.947		mg/Kg	✱	08/05/21 10:00	08/05/21 20:45	1
Chromium	15.6		0.947		mg/Kg	✱	08/05/21 10:00	08/06/21 11:25	1
Lead	10.2		4.74		mg/Kg	✱	08/05/21 10:00	08/05/21 20:45	1
Selenium	<4.74		4.74		mg/Kg	✱	08/05/21 10:00	08/05/21 20:45	1
Silver	<0.947		0.947		mg/Kg	✱	08/05/21 10:00	08/05/21 20:45	1

Method: 7471B - Mercury (CVAA)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	<0.0224		0.0224		mg/Kg	✱	08/04/21 10:26	08/04/21 12:12	1

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Client Sample Results

Client: Pinnacle Engineering, Inc
Project/Site: BNSF Willmar

Job ID: 310-212194-1
SDG: 08217219

Client Sample ID: Trip Blank

Lab Sample ID: 310-212194-11

Date Collected: 08/03/21 00:00

Matrix: Solid

Date Received: 08/04/21 09:15

Method: WI-GRO - Wisconsin - Gasoline Range Organics (GC)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Wisconsin GRO	<10.0		10.0		mg/Kg		08/04/21 17:47	08/04/21 20:30	1

Surrogate	%Recovery	Qualifier	Limits	Prepared	Analyzed	Dil Fac
4-Bromofluorobenzene (Surr)	99		80 - 120	08/04/21 17:47	08/04/21 20:30	1

Definitions/Glossary

Client: Pinnacle Engineering, Inc
Project/Site: BNSF Willmar

Job ID: 310-212194-1
SDG: 08217219

Glossary

Abbreviation	These commonly used abbreviations may or may not be present in this report.
□	Listed under the "D" column to designate that the result is reported on a dry weight basis
%R	Percent Recovery
CFL	Contains Free Liquid
CFU	Colony Forming Unit
CNF	Contains No Free Liquid
DER	Duplicate Error Ratio (normalized absolute difference)
Dil Fac	Dilution Factor
DL	Detection Limit (DoD/DOE)
DL, RA, RE, IN	Indicates a Dilution, Re-analysis, Re-extraction, or additional Initial metals/anion analysis of the sample
DLC	Decision Level Concentration (Radiochemistry)
EDL	Estimated Detection Limit (Dioxin)
LOD	Limit of Detection (DoD/DOE)
LOQ	Limit of Quantitation (DoD/DOE)
MCL	EPA recommended "Maximum Contaminant Level"
MDA	Minimum Detectable Activity (Radiochemistry)
MDC	Minimum Detectable Concentration (Radiochemistry)
MDL	Method Detection Limit
ML	Minimum Level (Dioxin)
MPN	Most Probable Number
MQL	Method Quantitation Limit
NC	Not Calculated
ND	Not Detected at the reporting limit (or MDL or EDL if shown)
NEG	Negative / Absent
POS	Positive / Present
PQL	Practical Quantitation Limit
PRES	Presumptive
QC	Quality Control
RER	Relative Error Ratio (Radiochemistry)
RL	Reporting Limit or Requested Limit (Radiochemistry)
RPD	Relative Percent Difference, a measure of the relative difference between two points
TEF	Toxicity Equivalent Factor (Dioxin)
TEQ	Toxicity Equivalent Quotient (Dioxin)
TNTC	Too Numerous To Count

Surrogate Summary

Client: Pinnacle Engineering, Inc
Project/Site: BNSF Willmar

Job ID: 310-212194-1
SDG: 08217219

Method: WI-GRO - Wisconsin - Gasoline Range Organics (GC)

Matrix: Soil

Prep Type: Total/NA

Percent Surrogate Recovery (Acceptance Limits)

Lab Sample ID	Client Sample ID	BFB (80-120)
310-212194-1	#1	98
310-212194-2	#2	94
310-212194-3	#3	90
310-212194-4	#4	96
310-212194-5	#5	97
310-212194-6	#6	96
310-212194-7	#7	97
310-212194-8	#8	98
310-212194-9	#9	98
310-212194-10	#10	96

Surrogate Legend

BFB = 4-Bromofluorobenzene (Surr)

Method: WI-GRO - Wisconsin - Gasoline Range Organics (GC)

Matrix: Solid

Prep Type: Total/NA

Percent Surrogate Recovery (Acceptance Limits)

Lab Sample ID	Client Sample ID	BFB (80-120)
310-212194-11	Trip Blank	99
LCS 310-324411/1-A	Lab Control Sample	106
LCSD 310-324411/25-A	Lab Control Sample Dup	101
MB 310-324411/2-A	Method Blank	99

Surrogate Legend

BFB = 4-Bromofluorobenzene (Surr)

QC Sample Results

Client: Pinnacle Engineering, Inc
Project/Site: BNSF Willmar

Job ID: 310-212194-1
SDG: 08217219

Method: WI-GRO - Wisconsin - Gasoline Range Organics (GC)

Lab Sample ID: MB 310-324411/2-A

Matrix: Solid

Analysis Batch: 324408

Client Sample ID: Method Blank

Prep Type: Total/NA

Prep Batch: 324411

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Wisconsin GRO	<9.52		9.52		mg/Kg		08/04/21 17:47	08/04/21 19:59	1
Surrogate	MB %Recovery	MB Qualifier	Limits				Prepared	Analyzed	Dil Fac
4-Bromofluorobenzene (Surr)	99		80 - 120				08/04/21 17:47	08/04/21 19:59	1

Lab Sample ID: LCS 310-324411/1-A

Matrix: Solid

Analysis Batch: 324408

Client Sample ID: Lab Control Sample

Prep Type: Total/NA

Prep Batch: 324411

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec. Limits
Wisconsin GRO	38.2	35.83		mg/Kg		94	80 - 120
Surrogate	LCS %Recovery	LCS Qualifier	Limits				
4-Bromofluorobenzene (Surr)	106		80 - 120				

Lab Sample ID: LCSD 310-324411/25-A

Matrix: Solid

Analysis Batch: 324408

Client Sample ID: Lab Control Sample Dup

Prep Type: Total/NA

Prep Batch: 324411

Analyte	Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec. Limits	RPD	RPD Limit
Wisconsin GRO	39.1	34.54		mg/Kg		88	80 - 120	4	20
Surrogate	LCSD %Recovery	LCSD Qualifier	Limits						
4-Bromofluorobenzene (Surr)	101		80 - 120						

Method: WI-DRO - Wisconsin - Diesel Range Organics (GC)

Lab Sample ID: MB 310-324322/1-A

Matrix: Solid

Analysis Batch: 324418

Client Sample ID: Method Blank

Prep Type: Total/NA

Prep Batch: 324322

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Diesel Range Organics (DRO)	<6.79		6.79		mg/Kg		08/04/21 08:06	08/05/21 09:51	1

Lab Sample ID: LCS 310-324322/2-A

Matrix: Solid

Analysis Batch: 324418

Client Sample ID: Lab Control Sample

Prep Type: Total/NA

Prep Batch: 324322

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec. Limits
Diesel Range Organics (DRO)	49.6	43.82		mg/Kg		88	70 - 120

Lab Sample ID: LCSD 310-324322/3-A

Matrix: Solid

Analysis Batch: 324418

Client Sample ID: Lab Control Sample Dup

Prep Type: Total/NA

Prep Batch: 324322

Analyte	Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec. Limits	RPD	RPD Limit
Diesel Range Organics (DRO)	48.3	45.78		mg/Kg		95	70 - 120	4	20

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QC Sample Results

Client: Pinnacle Engineering, Inc
Project/Site: BNSF Willmar

Job ID: 310-212194-1
SDG: 08217219

Method: 6010D - Metals (ICP)

Lab Sample ID: MB 310-324375/1-A
Matrix: Solid
Analysis Batch: 324634

Client Sample ID: Method Blank
Prep Type: Total/NA
Prep Batch: 324375

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	<3.86		3.86		mg/Kg		08/05/21 10:00	08/06/21 09:50	1
Barium	<0.964		0.964		mg/Kg		08/05/21 10:00	08/06/21 09:50	1
Cadmium	<0.964		0.964		mg/Kg		08/05/21 10:00	08/06/21 09:50	1
Chromium	<0.964		0.964		mg/Kg		08/05/21 10:00	08/06/21 09:50	1
Lead	<4.82		4.82		mg/Kg		08/05/21 10:00	08/06/21 09:50	1
Selenium	<4.82		4.82		mg/Kg		08/05/21 10:00	08/06/21 09:50	1
Silver	<0.964		0.964		mg/Kg		08/05/21 10:00	08/06/21 09:50	1

Lab Sample ID: LCS 310-324375/2-A
Matrix: Solid
Analysis Batch: 324634

Client Sample ID: Lab Control Sample
Prep Type: Total/NA
Prep Batch: 324375

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec. Limits
Arsenic	181	204.0		mg/Kg		113	80 - 120
Barium	90.7	96.66		mg/Kg		107	80 - 120
Cadmium	90.7	92.29		mg/Kg		102	80 - 120
Chromium	90.7	87.50		mg/Kg		97	80 - 120
Lead	181	184.2		mg/Kg		102	80 - 120
Selenium	363	381.8		mg/Kg		105	80 - 120
Silver	90.7	94.03		mg/Kg		104	80 - 120

Lab Sample ID: 310-212141-A-2-C MS
Matrix: Solid
Analysis Batch: 324634

Client Sample ID: Matrix Spike
Prep Type: Total/NA
Prep Batch: 324375

Analyte	Sample Result	Sample Qualifier	Spike Added	MS Result	MS Qualifier	Unit	D	%Rec	%Rec. Limits
Arsenic	<45.2		2570	2778		mg/Kg	☼	108	75 - 125
Barium	<11.3		1290	1337		mg/Kg	☼	104	75 - 125
Cadmium	<11.3		1290	1274		mg/Kg	☼	99	75 - 125
Chromium	<11.3		1290	1214		mg/Kg	☼	94	75 - 125
Lead	<56.6		2570	2520		mg/Kg	☼	98	75 - 125
Selenium	<56.6		5140	5385		mg/Kg	☼	105	75 - 125
Silver	<11.3		1290	1305		mg/Kg	☼	102	75 - 125

Lab Sample ID: 310-212141-A-2-D MSD
Matrix: Solid
Analysis Batch: 324634

Client Sample ID: Matrix Spike Duplicate
Prep Type: Total/NA
Prep Batch: 324375

Analyte	Sample Result	Sample Qualifier	Spike Added	MSD Result	MSD Qualifier	Unit	D	%Rec	%Rec. Limits	RPD	Limit
Arsenic	<45.2		2260	2401		mg/Kg	☼	106	75 - 125	15	20
Barium	<11.3		1130	1153		mg/Kg	☼	102	75 - 125	15	20
Cadmium	<11.3		1130	1077		mg/Kg	☼	95	75 - 125	17	20
Chromium	<11.3		1130	1048		mg/Kg	☼	93	75 - 125	15	20
Lead	<56.6		2260	2178		mg/Kg	☼	96	75 - 125	15	20
Selenium	<56.6		4520	4690		mg/Kg	☼	104	75 - 125	14	20
Silver	<11.3		1130	1128		mg/Kg	☼	100	75 - 125	15	20

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QC Sample Results

Client: Pinnacle Engineering, Inc
Project/Site: BNSF Willmar

Job ID: 310-212194-1
SDG: 08217219

Method: 6010D - Metals (ICP) (Continued)

Lab Sample ID: 310-212194-8 DU
Matrix: Soil
Analysis Batch: 324634

Client Sample ID: #8
Prep Type: Total/NA
Prep Batch: 324375

Analyte	Sample Result	Sample Qualifier	DU Result	DU Qualifier	Unit	D	RPD	Limit
Arsenic	<7.67		<7.71		mg/Kg	✱	NC	20
Barium	134		135.8		mg/Kg	✱	1	20
Cadmium	<1.92		<1.93		mg/Kg	✱	NC	20
Chromium	13.7		14.34		mg/Kg	✱	5	20
Lead	10.4		10.08		mg/Kg	✱	3	20
Selenium	<9.58		<9.64		mg/Kg	✱	NC	20
Silver	<1.92		<1.93		mg/Kg	✱	NC	20

Method: 7471B - Mercury (CVAA)

Lab Sample ID: MB 310-324210/1-A
Matrix: Solid
Analysis Batch: 324372

Client Sample ID: Method Blank
Prep Type: Total/NA
Prep Batch: 324210

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	<0.0194		0.0194		mg/Kg		08/03/21 08:32	08/04/21 10:53	1

Lab Sample ID: LCS 310-324210/2-A
Matrix: Solid
Analysis Batch: 324372

Client Sample ID: Lab Control Sample
Prep Type: Total/NA
Prep Batch: 324210

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	Limits
Mercury	0.155	0.1602		mg/Kg		103	80 - 120

Lab Sample ID: 310-211981-A-10-C MS
Matrix: Solid
Analysis Batch: 324372

Client Sample ID: Matrix Spike
Prep Type: Total/NA
Prep Batch: 324210

Analyte	Sample Result	Sample Qualifier	Spike Added	MS Result	MS Qualifier	Unit	D	%Rec	Limits
Mercury	0.0285		0.221	0.2390		mg/Kg	✱	95	80 - 120

Lab Sample ID: 310-211981-A-10-D MSD
Matrix: Solid
Analysis Batch: 324372

Client Sample ID: Matrix Spike Duplicate
Prep Type: Total/NA
Prep Batch: 324210

Analyte	Sample Result	Sample Qualifier	Spike Added	MSD Result	MSD Qualifier	Unit	D	%Rec	Limits	RPD	Limit
Mercury	0.0285		0.206	0.2323		mg/Kg	✱	99	80 - 120	3	20

QC Association Summary

Client: Pinnacle Engineering, Inc
Project/Site: BNSF Willmar

Job ID: 310-212194-1
SDG: 08217219

GC VOA

Analysis Batch: 324408

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
310-212194-1	#1	Total/NA	Soil	WI-GRO	324411
310-212194-2	#2	Total/NA	Soil	WI-GRO	324411
310-212194-3	#3	Total/NA	Soil	WI-GRO	324411
310-212194-4	#4	Total/NA	Soil	WI-GRO	324411
310-212194-5	#5	Total/NA	Soil	WI-GRO	324411
310-212194-6	#6	Total/NA	Soil	WI-GRO	324411
310-212194-7	#7	Total/NA	Soil	WI-GRO	324411
310-212194-8	#8	Total/NA	Soil	WI-GRO	324411
310-212194-9	#9	Total/NA	Soil	WI-GRO	324411
310-212194-10	#10	Total/NA	Soil	WI-GRO	324411
310-212194-11	Trip Blank	Total/NA	Solid	WI-GRO	324411
MB 310-324411/2-A	Method Blank	Total/NA	Solid	WI-GRO	324411
LCS 310-324411/1-A	Lab Control Sample	Total/NA	Solid	WI-GRO	324411
LCSD 310-324411/25-A	Lab Control Sample Dup	Total/NA	Solid	WI-GRO	324411

Prep Batch: 324411

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
310-212194-1	#1	Total/NA	Soil	WI GRO	
310-212194-2	#2	Total/NA	Soil	WI GRO	
310-212194-3	#3	Total/NA	Soil	WI GRO	
310-212194-4	#4	Total/NA	Soil	WI GRO	
310-212194-5	#5	Total/NA	Soil	WI GRO	
310-212194-6	#6	Total/NA	Soil	WI GRO	
310-212194-7	#7	Total/NA	Soil	WI GRO	
310-212194-8	#8	Total/NA	Soil	WI GRO	
310-212194-9	#9	Total/NA	Soil	WI GRO	
310-212194-10	#10	Total/NA	Soil	WI GRO	
310-212194-11	Trip Blank	Total/NA	Solid	WI GRO	
MB 310-324411/2-A	Method Blank	Total/NA	Solid	WI GRO	
LCS 310-324411/1-A	Lab Control Sample	Total/NA	Solid	WI GRO	
LCSD 310-324411/25-A	Lab Control Sample Dup	Total/NA	Solid	WI GRO	

GC Semi VOA

Prep Batch: 324322

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
310-212194-1	#1	Total/NA	Soil	WI DRO PREP	
310-212194-2	#2	Total/NA	Soil	WI DRO PREP	
310-212194-3	#3	Total/NA	Soil	WI DRO PREP	
310-212194-4	#4	Total/NA	Soil	WI DRO PREP	
310-212194-5	#5	Total/NA	Soil	WI DRO PREP	
310-212194-6	#6	Total/NA	Soil	WI DRO PREP	
310-212194-7	#7	Total/NA	Soil	WI DRO PREP	
310-212194-8	#8	Total/NA	Soil	WI DRO PREP	
310-212194-9	#9	Total/NA	Soil	WI DRO PREP	
310-212194-10	#10	Total/NA	Soil	WI DRO PREP	
MB 310-324322/1-A	Method Blank	Total/NA	Solid	WI DRO PREP	
LCS 310-324322/2-A	Lab Control Sample	Total/NA	Solid	WI DRO PREP	
LCSD 310-324322/3-A	Lab Control Sample Dup	Total/NA	Solid	WI DRO PREP	

Eurofins TestAmerica, Cedar Falls

QC Association Summary

Client: Pinnacle Engineering, Inc
Project/Site: BNSF Willmar

Job ID: 310-212194-1
SDG: 08217219

GC Semi VOA

Analysis Batch: 324418

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
310-212194-1	#1	Total/NA	Soil	WI-DRO	324322
310-212194-2	#2	Total/NA	Soil	WI-DRO	324322
310-212194-3	#3	Total/NA	Soil	WI-DRO	324322
310-212194-4	#4	Total/NA	Soil	WI-DRO	324322
310-212194-5	#5	Total/NA	Soil	WI-DRO	324322
310-212194-6	#6	Total/NA	Soil	WI-DRO	324322
310-212194-7	#7	Total/NA	Soil	WI-DRO	324322
310-212194-8	#8	Total/NA	Soil	WI-DRO	324322
310-212194-9	#9	Total/NA	Soil	WI-DRO	324322
310-212194-10	#10	Total/NA	Soil	WI-DRO	324322
MB 310-324322/1-A	Method Blank	Total/NA	Solid	WI-DRO	324322
LCS 310-324322/2-A	Lab Control Sample	Total/NA	Solid	WI-DRO	324322
LCSD 310-324322/3-A	Lab Control Sample Dup	Total/NA	Solid	WI-DRO	324322

Metals

Prep Batch: 324210

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
310-212194-1	#1	Total/NA	Soil	7471B	
310-212194-2	#2	Total/NA	Soil	7471B	
310-212194-3	#3	Total/NA	Soil	7471B	
310-212194-4	#4	Total/NA	Soil	7471B	
310-212194-5	#5	Total/NA	Soil	7471B	
310-212194-6	#6	Total/NA	Soil	7471B	
310-212194-7	#7	Total/NA	Soil	7471B	
310-212194-8	#8	Total/NA	Soil	7471B	
310-212194-9	#9	Total/NA	Soil	7471B	
310-212194-10	#10	Total/NA	Soil	7471B	
MB 310-324210/1-A	Method Blank	Total/NA	Solid	7471B	
LCS 310-324210/2-A	Lab Control Sample	Total/NA	Solid	7471B	
310-211981-A-10-C MS	Matrix Spike	Total/NA	Solid	7471B	
310-211981-A-10-D MSD	Matrix Spike Duplicate	Total/NA	Solid	7471B	

Analysis Batch: 324372

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
310-212194-1	#1	Total/NA	Soil	7471B	324210
310-212194-2	#2	Total/NA	Soil	7471B	324210
310-212194-3	#3	Total/NA	Soil	7471B	324210
310-212194-4	#4	Total/NA	Soil	7471B	324210
310-212194-5	#5	Total/NA	Soil	7471B	324210
310-212194-6	#6	Total/NA	Soil	7471B	324210
310-212194-7	#7	Total/NA	Soil	7471B	324210
310-212194-8	#8	Total/NA	Soil	7471B	324210
310-212194-9	#9	Total/NA	Soil	7471B	324210
310-212194-10	#10	Total/NA	Soil	7471B	324210
MB 310-324210/1-A	Method Blank	Total/NA	Solid	7471B	324210
LCS 310-324210/2-A	Lab Control Sample	Total/NA	Solid	7471B	324210
310-211981-A-10-C MS	Matrix Spike	Total/NA	Solid	7471B	324210
310-211981-A-10-D MSD	Matrix Spike Duplicate	Total/NA	Solid	7471B	324210

Eurofins TestAmerica, Cedar Falls

QC Association Summary

Client: Pinnacle Engineering, Inc
Project/Site: BNSF Willmar

Job ID: 310-212194-1
SDG: 08217219

Metals

Prep Batch: 324375

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
310-212194-1	#1	Total/NA	Soil	3050B	
310-212194-2	#2	Total/NA	Soil	3050B	
310-212194-3	#3	Total/NA	Soil	3050B	
310-212194-4	#4	Total/NA	Soil	3050B	
310-212194-5	#5	Total/NA	Soil	3050B	
310-212194-6	#6	Total/NA	Soil	3050B	
310-212194-7	#7	Total/NA	Soil	3050B	
310-212194-8	#8	Total/NA	Soil	3050B	
310-212194-9	#9	Total/NA	Soil	3050B	
310-212194-10	#10	Total/NA	Soil	3050B	
MB 310-324375/1-A	Method Blank	Total/NA	Solid	3050B	
LCS 310-324375/2-A	Lab Control Sample	Total/NA	Solid	3050B	
310-212141-A-2-C MS	Matrix Spike	Total/NA	Solid	3050B	
310-212141-A-2-D MSD	Matrix Spike Duplicate	Total/NA	Solid	3050B	
310-212194-8 DU	#8	Total/NA	Soil	3050B	

Analysis Batch: 324613

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
310-212194-2	#2	Total/NA	Soil	6010D	324375
310-212194-6	#6	Total/NA	Soil	6010D	324375
310-212194-7	#7	Total/NA	Soil	6010D	324375
310-212194-10	#10	Total/NA	Soil	6010D	324375

Analysis Batch: 324634

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
310-212194-1	#1	Total/NA	Soil	6010D	324375
310-212194-2	#2	Total/NA	Soil	6010D	324375
310-212194-3	#3	Total/NA	Soil	6010D	324375
310-212194-4	#4	Total/NA	Soil	6010D	324375
310-212194-5	#5	Total/NA	Soil	6010D	324375
310-212194-6	#6	Total/NA	Soil	6010D	324375
310-212194-7	#7	Total/NA	Soil	6010D	324375
310-212194-8	#8	Total/NA	Soil	6010D	324375
310-212194-9	#9	Total/NA	Soil	6010D	324375
310-212194-10	#10	Total/NA	Soil	6010D	324375
MB 310-324375/1-A	Method Blank	Total/NA	Solid	6010D	324375
LCS 310-324375/2-A	Lab Control Sample	Total/NA	Solid	6010D	324375
310-212141-A-2-C MS	Matrix Spike	Total/NA	Solid	6010D	324375
310-212141-A-2-D MSD	Matrix Spike Duplicate	Total/NA	Solid	6010D	324375
310-212194-8 DU	#8	Total/NA	Soil	6010D	324375

Lab Chronicle

Client: Pinnacle Engineering, Inc
Project/Site: BNSF Willmar

Job ID: 310-212194-1
SDG: 08217219

Client Sample ID: #1

Date Collected: 08/03/21 13:20

Date Received: 08/04/21 09:15

Lab Sample ID: 310-212194-1

Matrix: Soil

Percent Solids: 58.0

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Prep	WI GRO			324411	08/04/21 17:47	CMM	TAL CF
Total/NA	Analysis	WI-GRO		1	324408	08/04/21 21:01	CMM	TAL CF
Total/NA	Prep	WI DRO PREP			324322	08/04/21 12:22	KMH	TAL CF
Total/NA	Analysis	WI-DRO		1	324418	08/05/21 10:24	JTA	TAL CF
Total/NA	Prep	3050B			324375	08/05/21 10:00	ACM2	TAL CF
Total/NA	Analysis	6010D		1	324634	08/06/21 10:25	CTB	TAL CF
Total/NA	Prep	7471B			324210	08/04/21 10:26	JNR	TAL CF
Total/NA	Analysis	7471B		1	324372	08/04/21 11:45	EAM	TAL CF

Client Sample ID: #2

Date Collected: 08/03/21 13:35

Date Received: 08/04/21 09:15

Lab Sample ID: 310-212194-2

Matrix: Soil

Percent Solids: 88.8

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Prep	WI GRO			324411	08/04/21 17:47	CMM	TAL CF
Total/NA	Analysis	WI-GRO		1	324408	08/04/21 21:32	CMM	TAL CF
Total/NA	Prep	WI DRO PREP			324322	08/04/21 12:22	KMH	TAL CF
Total/NA	Analysis	WI-DRO		1	324418	08/05/21 10:36	JTA	TAL CF
Total/NA	Prep	3050B			324375	08/05/21 10:00	ACM2	TAL CF
Total/NA	Analysis	6010D		1	324613	08/05/21 19:59	CTB	TAL CF
Total/NA	Prep	3050B			324375	08/05/21 10:00	ACM2	TAL CF
Total/NA	Analysis	6010D		1	324634	08/06/21 10:30	CTB	TAL CF
Total/NA	Prep	7471B			324210	08/04/21 10:26	JNR	TAL CF
Total/NA	Analysis	7471B		1	324372	08/04/21 11:47	EAM	TAL CF

Client Sample ID: #3

Date Collected: 08/03/21 14:00

Date Received: 08/04/21 09:15

Lab Sample ID: 310-212194-3

Matrix: Soil

Percent Solids: 88.0

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Prep	WI GRO			324411	08/04/21 17:47	CMM	TAL CF
Total/NA	Analysis	WI-GRO		1	324408	08/04/21 22:03	CMM	TAL CF
Total/NA	Prep	WI DRO PREP			324322	08/04/21 12:22	KMH	TAL CF
Total/NA	Analysis	WI-DRO		1	324418	08/05/21 10:47	JTA	TAL CF
Total/NA	Prep	3050B			324375	08/05/21 10:00	ACM2	TAL CF
Total/NA	Analysis	6010D		2	324634	08/06/21 10:35	CTB	TAL CF
Total/NA	Prep	7471B			324210	08/04/21 10:26	JNR	TAL CF
Total/NA	Analysis	7471B		1	324372	08/04/21 11:50	EAM	TAL CF

Eurofins TestAmerica, Cedar Falls

Lab Chronicle

Client: Pinnacle Engineering, Inc
Project/Site: BNSF Willmar

Job ID: 310-212194-1
SDG: 08217219

Client Sample ID: #4

Date Collected: 08/03/21 12:45

Date Received: 08/04/21 09:15

Lab Sample ID: 310-212194-4

Matrix: Soil

Percent Solids: 91.1

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Prep	WI GRO			324411	08/04/21 17:47	CMM	TAL CF
Total/NA	Analysis	WI-GRO		1	324408	08/04/21 22:30	CMM	TAL CF
Total/NA	Prep	WI DRO PREP			324322	08/04/21 12:22	KMH	TAL CF
Total/NA	Analysis	WI-DRO		1	324418	08/05/21 10:58	JTA	TAL CF
Total/NA	Prep	3050B			324375	08/05/21 10:00	ACM2	TAL CF
Total/NA	Analysis	6010D		2	324634	08/06/21 10:50	CTB	TAL CF
Total/NA	Prep	7471B			324210	08/04/21 10:26	JNR	TAL CF
Total/NA	Analysis	7471B		1	324372	08/04/21 11:59	EAM	TAL CF

Client Sample ID: #5

Date Collected: 08/03/21 12:30

Date Received: 08/04/21 09:15

Lab Sample ID: 310-212194-5

Matrix: Soil

Percent Solids: 90.5

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Prep	WI GRO			324411	08/04/21 17:47	CMM	TAL CF
Total/NA	Analysis	WI-GRO		1	324408	08/04/21 23:01	CMM	TAL CF
Total/NA	Prep	WI DRO PREP			324322	08/04/21 12:22	KMH	TAL CF
Total/NA	Analysis	WI-DRO		1	324418	08/05/21 11:09	JTA	TAL CF
Total/NA	Prep	3050B			324375	08/05/21 10:00	ACM2	TAL CF
Total/NA	Analysis	6010D		3	324634	08/06/21 10:55	CTB	TAL CF
Total/NA	Prep	7471B			324210	08/04/21 10:26	JNR	TAL CF
Total/NA	Analysis	7471B		1	324372	08/04/21 12:02	EAM	TAL CF

Client Sample ID: #6

Date Collected: 08/03/21 12:25

Date Received: 08/04/21 09:15

Lab Sample ID: 310-212194-6

Matrix: Soil

Percent Solids: 88.9

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Prep	WI GRO			324411	08/04/21 17:47	CMM	TAL CF
Total/NA	Analysis	WI-GRO		1	324408	08/04/21 23:32	CMM	TAL CF
Total/NA	Prep	WI DRO PREP			324322	08/04/21 12:22	KMH	TAL CF
Total/NA	Analysis	WI-DRO		1	324418	08/05/21 11:20	JTA	TAL CF
Total/NA	Prep	3050B			324375	08/05/21 10:00	ACM2	TAL CF
Total/NA	Analysis	6010D		1	324613	08/05/21 20:20	CTB	TAL CF
Total/NA	Prep	3050B			324375	08/05/21 10:00	ACM2	TAL CF
Total/NA	Analysis	6010D		1	324634	08/06/21 11:00	CTB	TAL CF
Total/NA	Prep	7471B			324210	08/04/21 10:26	JNR	TAL CF
Total/NA	Analysis	7471B		1	324372	08/04/21 12:04	EAM	TAL CF

Eurofins TestAmerica, Cedar Falls

Lab Chronicle

Client: Pinnacle Engineering, Inc
Project/Site: BNSF Willmar

Job ID: 310-212194-1
SDG: 08217219

Client Sample ID: #7

Date Collected: 08/03/21 12:10

Date Received: 08/04/21 09:15

Lab Sample ID: 310-212194-7

Matrix: Soil

Percent Solids: 80.7

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Prep	WI GRO			324411	08/04/21 17:47	CMM	TAL CF
Total/NA	Analysis	WI-GRO		1	324408	08/05/21 00:03	CMM	TAL CF
Total/NA	Prep	WI DRO PREP			324322	08/04/21 12:22	KMH	TAL CF
Total/NA	Analysis	WI-DRO		1	324418	08/05/21 11:32	JTA	TAL CF
Total/NA	Prep	3050B			324375	08/05/21 10:00	ACM2	TAL CF
Total/NA	Analysis	6010D		1	324613	08/05/21 20:25	CTB	TAL CF
Total/NA	Prep	3050B			324375	08/05/21 10:00	ACM2	TAL CF
Total/NA	Analysis	6010D		1	324634	08/06/21 11:05	CTB	TAL CF
Total/NA	Prep	7471B			324210	08/04/21 10:26	JNR	TAL CF
Total/NA	Analysis	7471B		1	324372	08/04/21 12:06	EAM	TAL CF

Client Sample ID: #8

Date Collected: 08/03/21 12:00

Date Received: 08/04/21 09:15

Lab Sample ID: 310-212194-8

Matrix: Soil

Percent Solids: 79.2

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Prep	WI GRO			324411	08/04/21 17:47	CMM	TAL CF
Total/NA	Analysis	WI-GRO		1	324408	08/05/21 00:34	CMM	TAL CF
Total/NA	Prep	WI DRO PREP			324322	08/04/21 12:22	KMH	TAL CF
Total/NA	Analysis	WI-DRO		1	324418	08/05/21 11:43	JTA	TAL CF
Total/NA	Prep	3050B			324375	08/05/21 10:00	ACM2	TAL CF
Total/NA	Analysis	6010D		2	324634	08/06/21 11:10	CTB	TAL CF
Total/NA	Prep	7471B			324210	08/04/21 10:26	JNR	TAL CF
Total/NA	Analysis	7471B		1	324372	08/04/21 12:08	EAM	TAL CF

Client Sample ID: #9

Date Collected: 08/03/21 11:45

Date Received: 08/04/21 09:15

Lab Sample ID: 310-212194-9

Matrix: Soil

Percent Solids: 75.6

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Prep	WI GRO			324411	08/04/21 17:47	CMM	TAL CF
Total/NA	Analysis	WI-GRO		1	324408	08/05/21 01:05	CMM	TAL CF
Total/NA	Prep	WI DRO PREP			324322	08/04/21 12:22	KMH	TAL CF
Total/NA	Analysis	WI-DRO		1	324418	08/05/21 11:54	JTA	TAL CF
Total/NA	Prep	3050B			324375	08/05/21 10:00	ACM2	TAL CF
Total/NA	Analysis	6010D		2	324634	08/06/21 11:20	CTB	TAL CF
Total/NA	Prep	7471B			324210	08/04/21 10:26	JNR	TAL CF
Total/NA	Analysis	7471B		1	324372	08/04/21 12:10	EAM	TAL CF

Eurofins TestAmerica, Cedar Falls

Lab Chronicle

Client: Pinnacle Engineering, Inc
Project/Site: BNSF Willmar

Job ID: 310-212194-1
SDG: 08217219

Client Sample ID: #10

Lab Sample ID: 310-212194-10

Date Collected: 08/03/21 11:30

Matrix: Soil

Date Received: 08/04/21 09:15

Percent Solids: 85.6

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Prep	WI GRO			324411	08/04/21 17:47	CMM	TAL CF
Total/NA	Analysis	WI-GRO		1	324408	08/05/21 01:36	CMM	TAL CF
Total/NA	Prep	WI DRO PREP			324322	08/04/21 12:22	KMH	TAL CF
Total/NA	Analysis	WI-DRO		1	324418	08/05/21 12:05	JTA	TAL CF
Total/NA	Prep	3050B			324375	08/05/21 10:00	ACM2	TAL CF
Total/NA	Analysis	6010D		1	324613	08/05/21 20:45	CTB	TAL CF
Total/NA	Prep	3050B			324375	08/05/21 10:00	ACM2	TAL CF
Total/NA	Analysis	6010D		1	324634	08/06/21 11:25	CTB	TAL CF
Total/NA	Prep	7471B			324210	08/04/21 10:26	JNR	TAL CF
Total/NA	Analysis	7471B		1	324372	08/04/21 12:12	EAM	TAL CF

Client Sample ID: Trip Blank

Lab Sample ID: 310-212194-11

Date Collected: 08/03/21 00:00

Matrix: Solid

Date Received: 08/04/21 09:15

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Prep	WI GRO			324411	08/04/21 17:47	CMM	TAL CF
Total/NA	Analysis	WI-GRO		1	324408	08/04/21 20:30	CMM	TAL CF

Laboratory References:

TAL CF = Eurofins TestAmerica, Cedar Falls, 3019 Venture Way, Cedar Falls, IA 50613, TEL (319)277-2401

Accreditation/Certification Summary

Client: Pinnacle Engineering, Inc
Project/Site: BNSF Willmar

Job ID: 310-212194-1
SDG: 08217219

Laboratory: Eurofins TestAmerica, Cedar Falls

All accreditations/certifications held by this laboratory are listed. Not all accreditations/certifications are applicable to this report.

Authority	Program	Identification Number	Expiration Date
Colorado	Petroleum Storage Tank Program	IA100001 (OR)	09-29-21
Georgia	State	IA100001 (OR)	09-29-21
Illinois	NELAP	200024	11-29-21
Iowa	State	007	12-01-21
Kansas	NELAP	E-10341	01-31-22
Minnesota	NELAP	019-999-319	12-31-21
Minnesota (Petrofund)	State	3349	08-22-21
North Dakota	State	R-186	09-29-21
Oregon	NELAP	IA100001	09-29-21
USDA	US Federal Programs	P330-19-00003	01-02-22

Method Summary

Client: Pinnacle Engineering, Inc
Project/Site: BNSF Willmar

Job ID: 310-212194-1
SDG: 08217219

Method	Method Description	Protocol	Laboratory
WI-GRO	Wisconsin - Gasoline Range Organics (GC)	WI-GRO	TAL CF
WI-DRO	Wisconsin - Diesel Range Organics (GC)	WI-DRO	TAL CF
6010D	Metals (ICP)	SW846	TAL CF
7471B	Mercury (CVAA)	SW846	TAL CF
3050B	Preparation, Metals	SW846	TAL CF
7471B	Preparation, Mercury	SW846	TAL CF
WI DRO PREP	Wisconsin Extraction (Diesel Range Organics)	WI-DRO	TAL CF
WI GRO	Closed System Purge and Trap	WI-GRO	TAL CF

Protocol References:

SW846 = "Test Methods For Evaluating Solid Waste, Physical/Chemical Methods", Third Edition, November 1986 And Its Updates.
WI-DRO = "Modified DRO: Method For Determining Diesel Range Organics", Wisconsin DNR, Publ-SW-141, September, 1995.
WI-GRO = "Modified GRO: Method For Determining Gasoline Range Organics", Wisconsin DNR, Publ-SW-140, September, 1995.

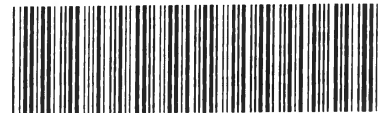
Laboratory References:

TAL CF = Eurofins TestAmerica, Cedar Falls, 3019 Venture Way, Cedar Falls, IA 50613, TEL (319)277-2401

Eurofins TestAmerica, Cedar Falls



Environment Testing
TestAmerica



310-212194 Chain of Custody

Cooler/Sample Receipt and Temperature Log Form

Client Information			
Client: <u>Pinnacle</u>			
City/State: <u>Maple Grove MN</u>		Project:	
Receipt Information			
Date/Time Received: <u>8/4/21</u> <u>0915</u>		Received By: <u>[Signature]</u>	
Delivery Type: ☐ UPS ☒ FedEx ☐ FedEx Ground ☐ US Mail ☐ Spee-Dee ☐ Lab Courier ☐ Lab Field Services ☐ Client Drop-off ☐ Other: _____			
Condition of Cooler/Containers			
Sample(s) received in Cooler?		If yes: Cooler ID:	
☒ Yes ☐ No			
Multiple Coolers?		If yes: Cooler # ____ of ____	
☐ Yes ☒ No			
Cooler Custody Seals Present?		If yes: Cooler custody seals intact? ☐ Yes ☐ No	
☐ Yes ☒ No			
Sample Custody Seals Present?		If yes: Sample custody seals intact? ☐ Yes ☐ No	
☐ Yes ☒ No			
Trip Blank Present?		If yes: Which VOA samples are in cooler? ↓	
☒ Yes ☒ No			
<u>All vials</u>			
Temperature Record			
Coolant: ☒ Wet ice ☐ Blue ice ☐ Dry ice ☐ Other: _____ ☐ NONE			
Thermometer ID: <u>N</u>		Correction Factor (°C): <u>0.0</u>	
• Temp. Blank Temperature – If no temp blank, or temp blank temperature above criteria, proceed to Sample Container Temperature			
Uncorrected Temp (°C): <u>1.1</u>		Corrected Temp (°C): <u>1.1</u>	
• Sample Container Temperature			
Container(s) used:	CONTAINER 1	CONTAINER 2	
Uncorrected Temp (°C):			
Corrected Temp (°C):			
Exceptions Noted			
1) If temperature exceeds criteria, was sample(s) received same day of sampling? ☐ Yes ☐ No a) If yes: Is there evidence that the chilling process began? ☐ Yes ☐ No			
2) If temperature is <0°C, are there obvious signs that the integrity of sample containers is compromised? (e.g., bulging septa, broken/cracked bottles, frozen solid?) ☐ Yes ☐ No			
NOTE: If yes, contact PM before proceeding. If no, proceed with login			
Additional Comments			

Address:

Regulatory Program: ☐ DW ☐ NPDES ☐ RCRA ☐ other:

TAL-8210

TAL-8210		Project Manager: Paul Carter / Site Contact: Paul Carter / Date: 8-3-21	
Company Name: Pinnacle Engineering Address: 11541 95th Ave N City/State/Zip: Maple Grove, MN 55864 Phone: 763-915-4501 Fax:		Tel/Email: P.Carter@PinnacleEng.com Analysis Turnaround Time: 48 hr TA T if different from Below: ☐ WORKING DAYS ☐	
Project Name: willmar		COC No.: 1 of 1 COCs	
Site: willmar		Sampler:	
PO# 1520212966		For Lab Use Only: Walk-in Client: Lab Sampling: Job / SDG No.:	
Sample Identification		Sample Specific Notes:	
Sample #	Sample Date	Sample Type (C=Comp, G=Grab)	# of Cont.
#1	8-3-21 1320	C	3
#2	1325		
#3	1400		
#4	1445		
#5	1730		
#6	2205		
#7	9210		
#8	1200		
#9	1145		
#10	1130		
Toip Blank	-		1
Preservation Used: 1= Ice, 2= HCl; 3= H2SO4; 4=HNO3; 5=NaOH; 6= Other		Sample Disposal (A fee may be assessed if samples are retained longer than 1 month)	
Possible Hazard Identification: Are any samples from a listed EPA Hazardous Waste? Please List any EPA Waste Codes for the sample in the Comments Section if the lab is to dispose of the sample.		☐ Return to Client ☐ Archive for _____ Months	
Special Instructions/QC Requirements & Comments: BWST Rates 48 hr		☐ Disposal by Lab	
Custody Seal No.:		Cooler Temp. (°C): Obs'd: Cor'd: Therm ID No.:	
Relinquished by: [Signature]		Received by: Company:	
Relinquished by: [Signature]		Received by: Company:	
Relinquished by: [Signature]		Received by: Company:	
		Date/Time: 8/4/21 09	

8/6/2021

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Login Sample Receipt Checklist

Client: Pinnacle Engineering, Inc

Job Number: 310-212194-1

SDG Number: 08217219

Login Number: 212194

List Source: Eurofins TestAmerica, Cedar Falls

List Number: 1

Creator: Homolar, Dana J

Question	Answer	Comment
Radioactivity wasn't checked or is <= background as measured by a survey meter.	N/A	
The cooler's custody seal, if present, is intact.	N/A	
Sample custody seals, if present, are intact.	N/A	
The cooler or samples do not appear to have been compromised or tampered with.	True	
Samples were received on ice.	True	
Cooler Temperature is acceptable.	True	
Cooler Temperature is recorded.	True	
COC is present.	True	
COC is filled out in ink and legible.	True	
COC is filled out with all pertinent information.	True	
Is the Field Sampler's name present on COC?	True	
There are no discrepancies between the containers received and the COC.	True	
Samples are received within Holding Time (excluding tests with immediate HTs)	True	
Sample containers have legible labels.	True	
Containers are not broken or leaking.	True	
Sample collection date/times are provided.	True	
Appropriate sample containers are used.	True	
Sample bottles are completely filled.	True	
Sample Preservation Verified.	True	
There is sufficient vol. for all requested analyses, incl. any requested MS/MSDs	True	
Containers requiring zero headspace have no headspace or bubble is <6mm (1/4").	True	
Multiphasic samples are not present.	True	
Samples do not require splitting or compositing.	True	
Residual Chlorine Checked.	N/A	



City Council Action Request

Council Meeting Date:	July 17, 2023	Agenda Item Number:	10.E.
Agenda Section:	Regular Business	Originating Department:	Public Works
Resolution:	No	Prepared By:	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	Presented By:	Gary Manzer, Public Works Director
Item:	Engineering 10 Year Capital Improvement Plan		

RECOMMENDED ACTION:

Motion to approve and adopt the 10 year capital improvement plan for future improvement project planning.

OVERVIEW:

The Memorandum of Agreement for Watermains and Fire Hydrants between the City and Willmar Municipal Utilities requires the preparation of a 10-year Capital Improvement Plan. City staff have collaborated with WMU staff to prepare a 10-year Capital Improvement Plan for Street and Utility Reconstruction and Mill and Overlay needs within the City. This plan encompasses years 2024 through 2033, including an overview figure and individual cost estimates and figures for each year.

BUDGETARY/FISCAL ISSUES:

The target annual budget for these improvements is a present value amount of \$12 million, which is consistent with the most recent two years of City improvement projects. The enclosed cost estimates are high level, based on linear foot costs from recent projects constructed within the City, and include a cumulative 4-percent inflation factor from years 2025 through 2033 to account for increases in project costs.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. 2023-05-31 10-Year CIP Council MMO



Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

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

MEMORANDUM

Date: May 31, 2023
To: Honorable Mayor Reese
Members of the City Council
From:  Jared Voge, P.E.
City Engineer
Subject: 10 Year Capital Improvement Plan
Willmar, Minnesota
Project No.: OW1.129667

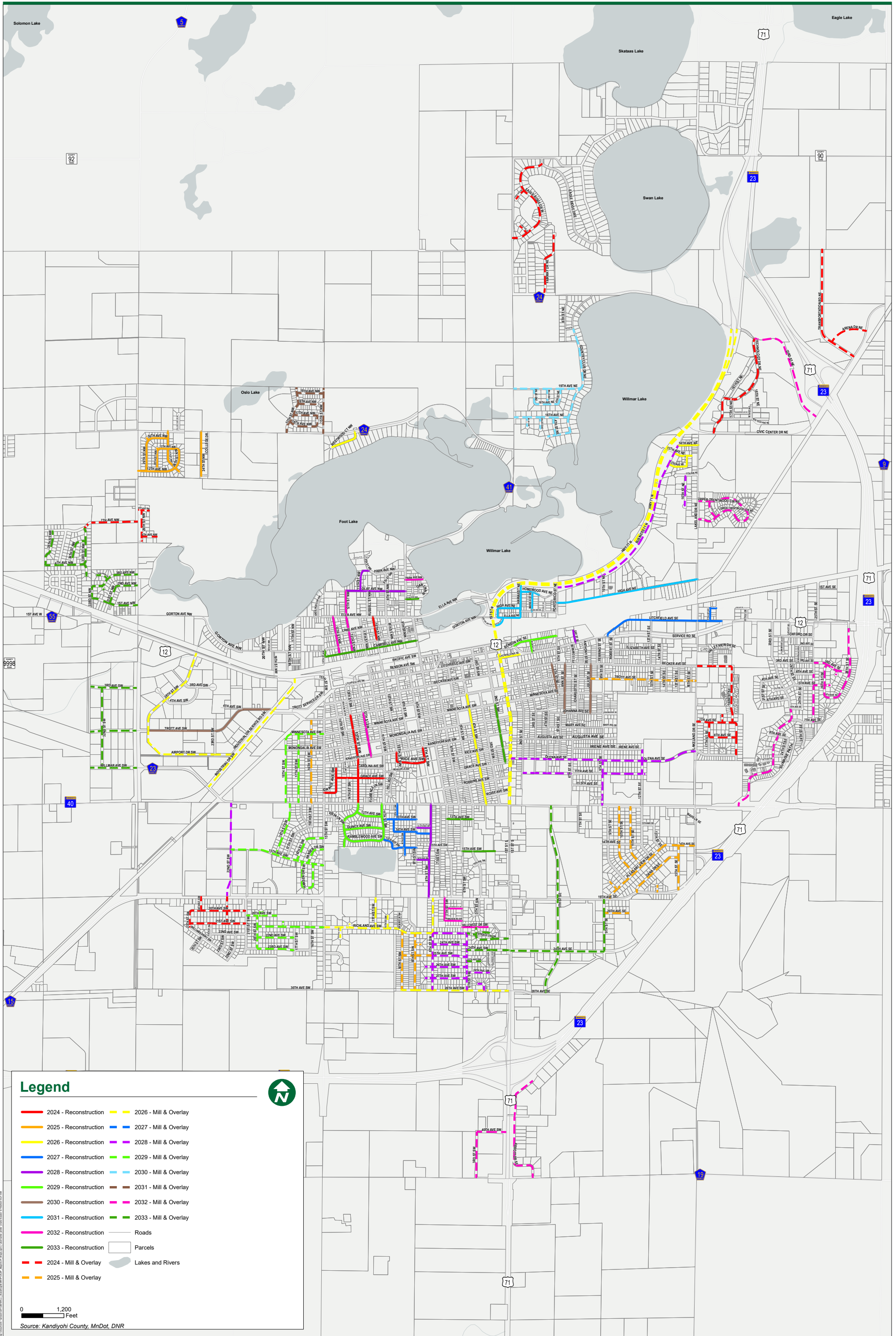
The Memorandum of Agreement for Watermains and Fire Hydrants between the City of Willmar and the Willmar Municipal Utilities (WMU) requires the preparation of a 10-Year Capital Improvement Plan. City Staff have collaborated with WMU staff to prepare a 10-year Capital Improvement Plan for Street and Utility Reconstruction and Mill and Overlay needs within the City. The enclosed Capital Improvement Plan encompasses years 2024 through 2033, including an overview figure and individual cost estimates and figures for each year. The target annual budget for these improvements is a present value amount of \$12 Million, which is consistent with the most recent two years of City improvement projects. The enclosed cost estimates are high level, based on linear foot costs from recent projects constructed within the City, and include a cumulative 4-percent inflation factor from years 2025 through 2033 to account for increases in project costs. Due to estimated increases in costs, rate increases will need to be investigated to fund these improvements.

If Council desires to proceed with the Capital Improvement Plan, we recommend a motion be passed to adopt the plan for future improvement project planning.

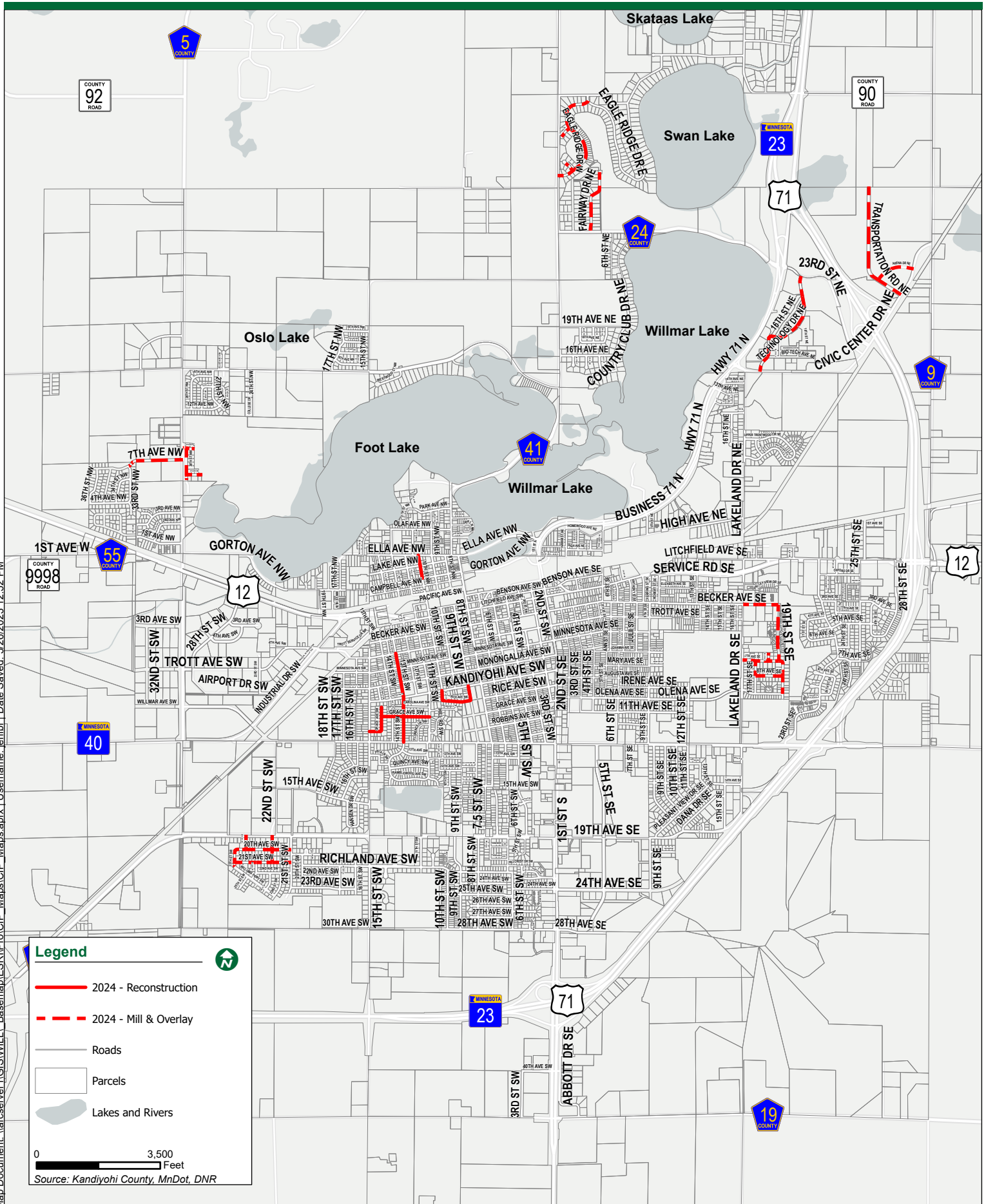
If you have any questions on the above, please call.

JAV/sjj

Enclosures



10 Year Street Plan				
Reconstruction		Overlay		
	\$/ft	\$1,250		Local Roads \$/ft \$100
	WMU Portion of Watermain \$/ft	\$190		Collector Roads \$/ft \$300
2024				
Street	LF	Overlay	Reconstruction	WMU Watermain
Eagle Ridge Drive West:37th Ave NE-County 41	3,213	\$321,300		
34th Avenue NE: Eagle Ridge Dr W-DE Cul-De-Sac	338	\$33,800		
32nd Avenue NE: Eagle Ridge Dr W-DE	294	\$29,400		
Fairway Drive NE: County Rd 24-DE North	1,880	\$188,000		
Technology Drive NE: Civic Center Dr-23rd St NE	3,439	\$343,900		
Transportation Drive NE: Civic Center Dr-WSH DE	3,534	\$353,400		
Arena Drive NE: Civic Center Dr-Transportation Dr	1,140	\$114,000		
7th Avenue SE: Lakeland Dr-19th St	1,027	\$102,700		
8th Avenue SE: 17th St-19th St	774	\$77,400		
17th Street SE: 7th Ave-8th Ave	420	\$42,000		
Becker Avenue SE: Lakeland Dr-19th St	992	\$99,200		
19th Street SE: Becker Ave-8th Ave	2,111	\$211,100		
7th Avenue NW: County Rd 5-33rd St NW	1,588	\$158,800		
29th Street NW: 6th Ave-8th Ave	749	\$74,900		
8th Avenue NW: County Rd 5-DE East	231	\$23,100		
6th Avenue NW: 29th St - DE East	450	\$45,000		
20th Avenue SW: 21st St-25th St	1,579	\$157,900		
21st Avenue SW: 21st St-25th St	1,604	\$160,400		
22nd Street SW: 19th Ave-21st Ave	772	\$77,200		
24th Street SW: 19th Ave-20th Ave	416	\$41,600		
25th Street SW: 20th Ave-Williams Pkwy	474	\$47,400		
18th Street SE	237	\$23,700		
13th St, Grace Ave, Rice Ave	6382		\$7,977,500	\$1,212,580
10th Street NW: Ella Ave - Gorton Ave	663		\$828,750	\$125,970
Willmar Avenue SW (County): Total Scope Unknown		*	*	*
Civic Center Parking Lot			*	
County Road 5: North of HWY 23 Bypass Ramps			*	
* Placeholders For Potential Project Costs				
Total LF	34,307	\$2,726,200	\$8,806,250	\$1,338,550
		TOTAL		\$12,871,000

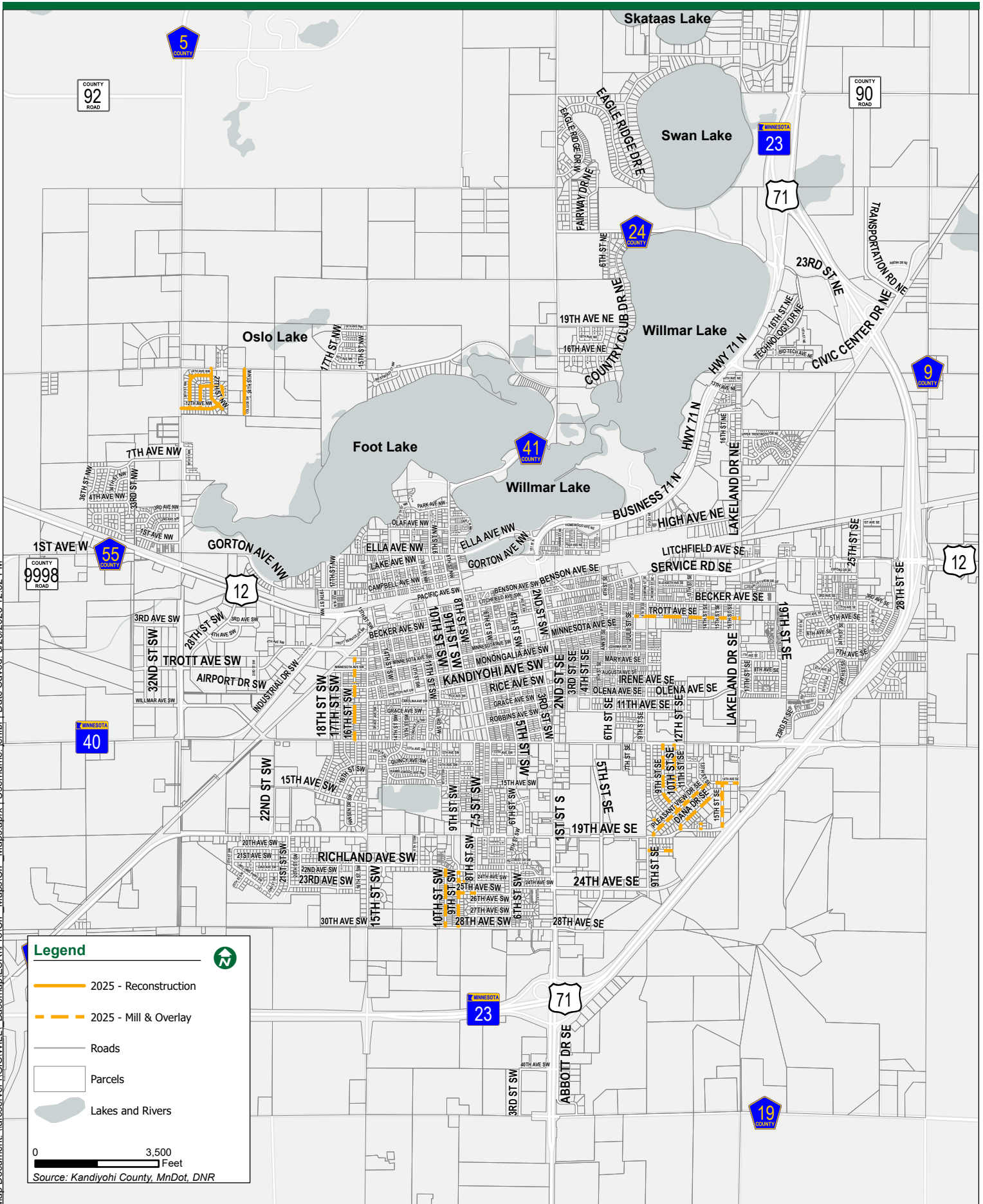


10 Year Street Plan				
Reconstruction		4% Inflation	Overlay	
	\$/ft	\$1,300	Local Roads \$/ft	\$104
WMU Portion of Watermain	\$/ft	\$198	Collector Roads \$/ft	\$312

2025				
Street	LF	Overlay	Reconstruction	WMU Watermain
12th Avenue NW: 30th St-27th St	1,081		\$1,405,300	\$214,038
13th Avenue NW: 28th St-26th St	637		\$828,100	\$126,126
14th Avenue NW: 27th St-29th St	635		\$825,500	\$125,730
29th Street NW: 12th Ave-14th Ave	894		\$1,162,200	\$177,012
28th Street NW: 13th Ave-12th Ave	620		\$806,000	\$122,760
27th Street NW: 15th Ave-DE South	1,281		\$1,665,300	\$253,638
26th Street NW: 13th Ave-12th Ave	550		\$715,000	\$108,900
24th Street NW: 15th Ave-DE South	1,268		\$1,648,400	\$251,064
7th Street: Fairground - Willmar Ave (Watermain Replacement)	870			\$172,260
Trott Avenue SE: Julii St-Lakeland Dr	3,008	\$312,832		
16th Street SW: Trott Ave-Willmar Ave	2,367	\$246,168		
Highway 12: 11th St-6th St SE (MnDOT Project)	5,725	*	*	
10th Street SW: Richland Ave-28th Ave	1,678	\$174,512		
9th Street SW: Richland-28th Ave	1,618	\$168,272		
24th Avenue Cul-De-Sac: East of 9th St	181	\$18,824		
25th Avenue SW: 8th Street-10th Street	864	\$89,856		
Pleasantview Drive: 19th Ave-15th St	2,897	\$301,288		
10th Street SE: Willmar Avenue-Pleasantview Dr.	2,058	\$214,032		
11th Street SE: Willmar Ave-Pleasantview Dr	1,804	\$187,616		
Dana Drive SE: 19th Avenue-15th Street	1,662	\$172,848		
Pleasant View Circle SE: Pleasant View - Cul de sac	305	\$31,720		
13th Street SE: 19th Ave - Cul de sac	220	\$22,880		
15th Street SE: 14th Avenue-19th Avenue	1,276	\$132,704		
14th Avenue SE: 15th Street-Lakeland Dr	469	\$48,776		
20th Avenue SE: 9th Street-DE East	717	\$74,568		

* Placeholder For City Participation And Potential Utility Improvement Costs On MnDOT Highway 12 Project

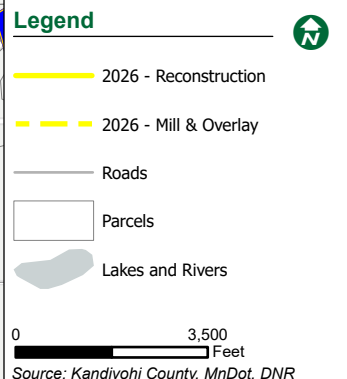
Total LF	34,685	\$2,196,896	\$9,055,800	\$1,551,528
			TOTAL	\$12,804,224



10 Year Street Plan				
Reconstruction		4% Inflation	Overlay	
	\$/ft	\$1,352		Local Roads \$/ft \$109
	WMU Portion of Watermain \$/ft	\$206		Collector Roads \$/ft \$325
2026				
Street	LF	Overlay	Reconstruction	WMU Watermain
Westwood Court NW: 15th Ave-DE	880		\$1,189,760	\$181,280
4th Street SW: Trott Ave-Willmar Ave	3,180		\$4,299,360	\$655,080
12th Avenue NE: Hwy 71 Service Dr-16th St	527		\$712,504	\$108,562
13th Avenue NE: Hwy 71 Service Dr-DE East	511		\$690,872	\$105,266
14th Avenue NE: Hwy 71 Service Dr-Lakeland Dr	585		\$790,920	\$120,510
16th Street NE: 12th Ave-13th Ave	293		\$396,136	\$60,358
Litchfield Ave SE: 1st Street-DE	546		\$738,192	\$112,476
Trunk Watermain: Water Tower - Willmar Ave				*
1st Street: Willmar Avenue-County Rd 24 - 20% Total Cost	17,174	\$1,116,278		
Industrial Dr SW: HWY 12-Willmar Ave SW	3,890	\$424,010		
28th St SW: HWY 12- Airport Dr	3,500	\$381,500		
Airport Dr SW: 28th St SW- Industrial Dr SW	2,050	\$223,450		
28th Avenue SW: 10th St-1st St	3,000	\$327,000		
Richland Avenue SW: 15th St-8th St	3,000	\$327,000		
Richland Drive: South of Richland Ave	300	\$32,700		
Richland Circle SW: North of Richland Ave	310	\$33,790		
11th Street SW: Richland Ave-19th Ave	800	\$87,200		
10th Street SW: Richland- North Cul-De-Sac	390	\$42,510		
8th Street SW: 19th Ave-Richland Ave	980	\$106,820		

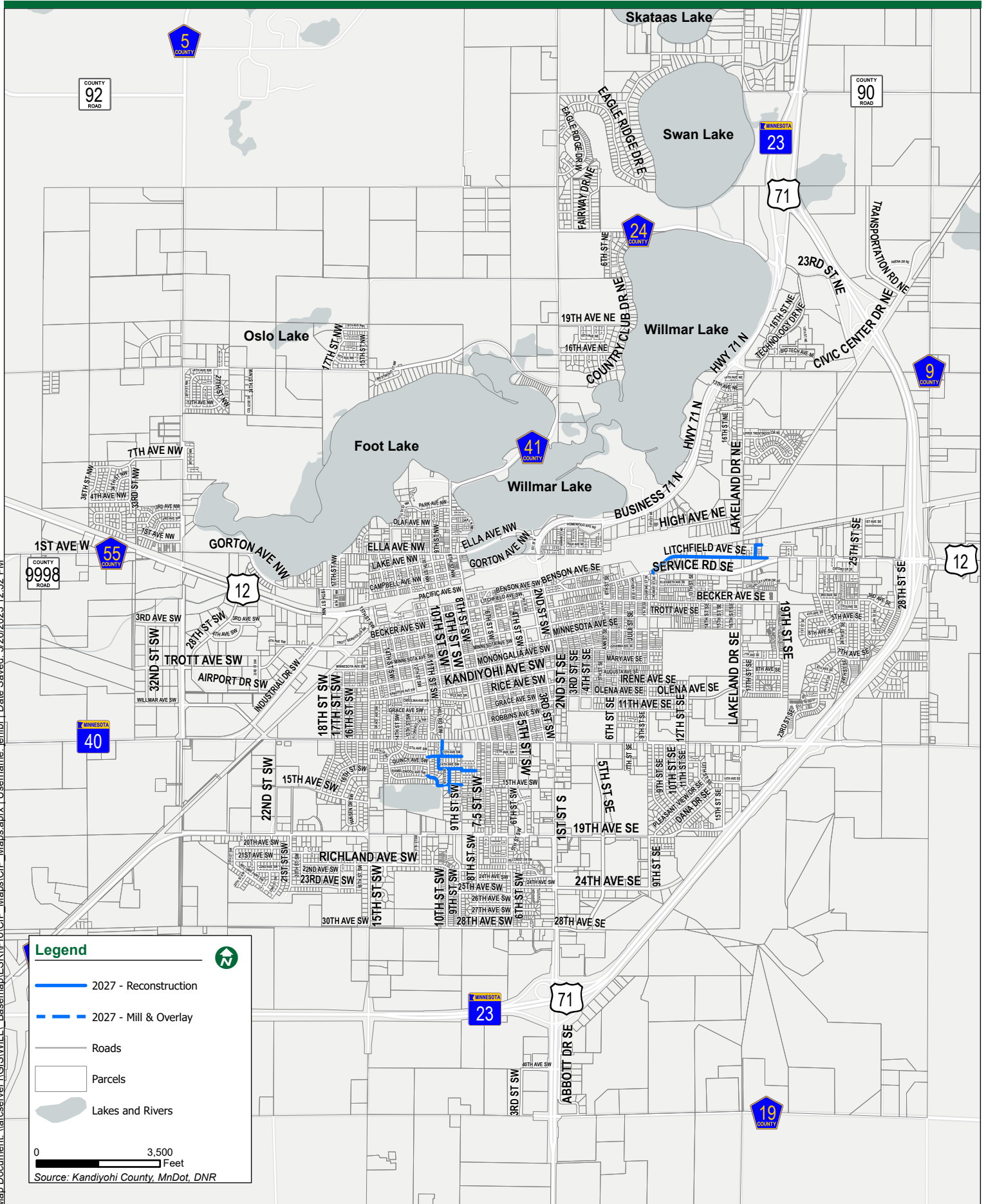
* Placeholder For WMU Trunk Watermain
Extension Project Costs

Total LF	41,916	\$3,102,258	\$8,817,744	\$1,343,532
			TOTAL	\$13,263,534



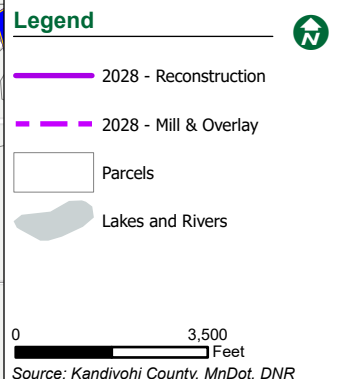
10 Year Street Plan				
Reconstruction		4% Inflation	Overlay	
	\$/ft	\$1,407	Local Roads \$/ft	\$114
WMU Portion of Watermain \$/ft		\$215	Collector Roads \$/ft	\$338
2027				
Street	LF	Overlay	Reconstruction	WMU Watermain
10th Street SW: Willmar Ave-DE South	1,441		\$2,027,487	\$309,815
14th Avenue SW: 8th Street-10th Street	1,046		\$1,471,722	\$224,890
13th Avenue SW: 11th St-9th St	970		\$1,364,790	\$208,550
15th Avenue SW: 9th Street -11th Street	1,121		\$1,577,247	\$241,015
17th Street SE: Litchfield Ave-2nd Ave	364		\$512,148	\$78,260
2nd Avenue SE	174		\$244,818	\$37,410
Block 50 Parking Lot	65500 sq. ft		\$346,495	
Litchfield Ave SE: Hwy 12-County PW Office	3,547		\$4,990,629	\$762,605

Total LF	8,663	\$0	\$12,535,336	\$1,862,545
			TOTAL	\$14,397,881

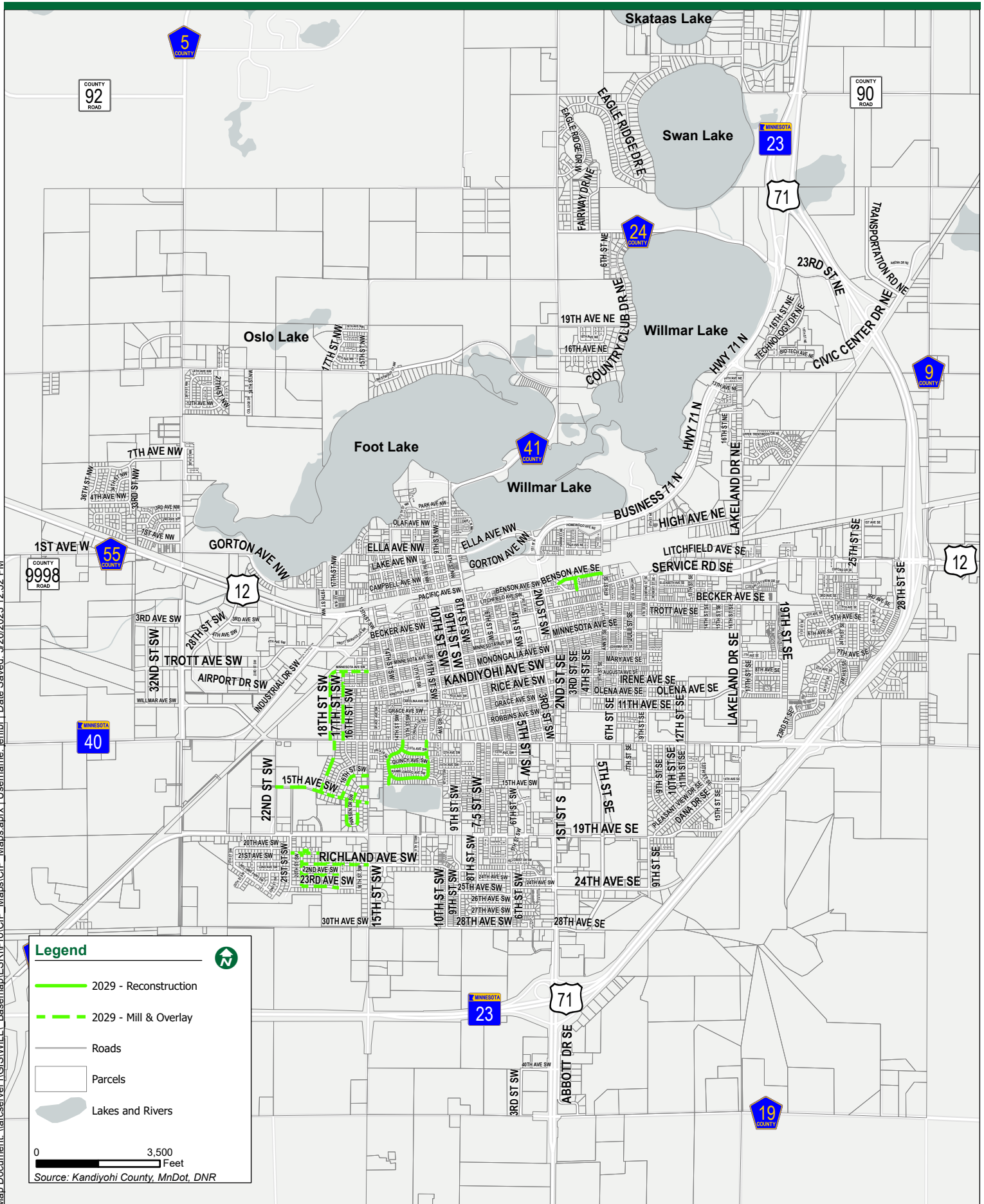


10 Year Street Plan				
Reconstruction		4% Inflation	Overlay	
	\$/ft	\$1,464	Local Roads \$/ft	\$119
WMU Portion of Watermain \$/ft	\$224		Collector Roads \$/ft	\$352
2028				
Street	LF	Overlay	Reconstruction	WMU Watermain
8th Street SW: Willmar Ave-19th Ave	2,652		\$3,882,528	\$594,048
16th Avenue SW: 8th Street-9th Street	400		\$585,600	\$89,600
13.5th Ave SW	402		\$588,528	\$90,048
Olaf Avenue NW: 7th St-12th St	1,697		\$2,484,408	\$380,128
11th Street NW: Olaf Ave-Park Ave	760		\$1,112,640	\$170,240
Gay Street SE: Hwy 12-Rail Yard	351		\$513,864	\$78,624
Business 71 Service Drive: Puerto Rico St to 14th Ave NE	6,000	\$714,000		
Olena Avenue SE: 1st St to Lakeland Dr	5,250	\$624,750		
22nd Street SW: 19th Ave-Willmar Ave	2,500	\$297,500		
27th Avenue SW: 6th St - west to cul de sac	1,200	\$142,800		
26th Avenue SW: 6th St - east to cul de sac	650	\$77,350		
26th Avenue SW: 6th St - west to cul de sac	1,200	\$142,800		
25th Avenue SW: 6th St - 8th St	975	\$116,025		
24th Avenue SW: 6th St - 8th St	975	\$116,025		
Richland Avenue SW: 6th St - 8th St	975	\$116,025		
8th Street SW: 28th Ave - Richland Ave	1,620	\$192,780		
6th Street SW: 28th Ave - Richland Ave	1,620	\$192,780		
Portland Drive SW: 28th Ave - north to cul de sac	365	\$43,435		
11th Avenue SE: 2nd St - 6th St	1400	\$166,600		
11th Avenue SE: 9th St - East to dead end	1215	\$144,585		
9th Street SE: Olena Ave - Willmar Ave	1285	\$152,915		
12th Street SE: Irene Ave - 11th Ave	700	\$83,300		
16th Street NE: 11th Ave - South to cul de sac	855	\$101,745		

Total LF	35,047	\$3,425,415	\$9,167,568	\$1,402,688
			TOTAL	\$13,995,671

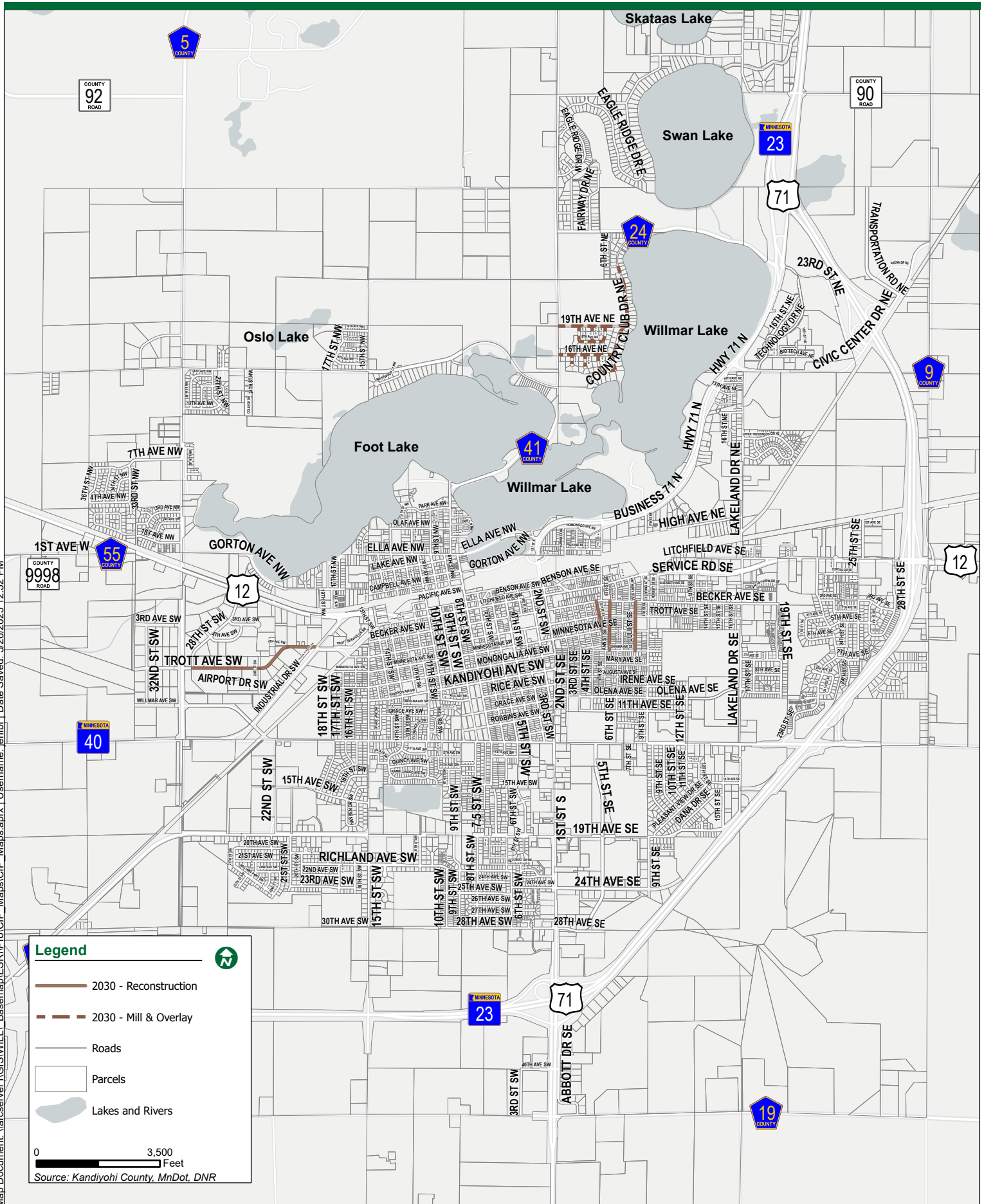


10 Year Street Plan				
Reconstruction		4% Inflation	Overlay	
	\$/ft	\$1,523	Local Roads \$/ft	\$124
WMU Portion of Watermain	\$/ft	\$233	Collector Roads \$/ft	\$367
2029				
Street	LF	Overlay	Reconstruction	WMU Watermain
Ramblewood Avenue SW: 13th St-11th St	1,089		\$1,658,547	\$253,737
13th Avenue SW: 13th St-11th St	744		\$1,133,112	\$173,352
11th Street SW: Willmar Ave-15th Ave	1,003		\$1,527,569	\$233,699
Quincy Avenue SW: 13th St-11th St	1,122		\$1,708,806	\$261,426
13th Street SW: Willmar Ave-DE South	1,458		\$2,220,534	\$339,714
Benson Avenue SE: 6th St-Hwy 12	1,257		\$1,914,411	\$292,881
Dolson Avenue SE: Hwy 12-Benson Ave	341		\$519,343	\$79,453
15th Avenue SW: 22nd St - 15th St	2710	\$336,040		
Minnesota Avenue SW: 18th St - 16th St	1090	\$135,160		
Hansen Drive SW: South of 15th Ave	1650	\$204,600		
Hansen Drive SW: 15th Ave - 15th St	695	\$86,180		
16th Street SW: 15th Ave - 15th St	1160	\$143,840		
18th Street SW: 15th Ave - Minnesota Ave	3490	\$432,760		
17th Street SW: Willmar Ave - Minnesota Ave	1960	\$243,040		
23rd Avenue SW: 20th St - 17th St	1060	\$131,440		
22nd Avenue SW: 20th St - 17th St	1060	\$131,440		
Richland Avenue SW: 20th St - 15th St	1900	\$235,600		
20th Avenue SW: 21st St - East to dead end	876	\$108,624		
20th Street SW: 23rd Ave - 20th Ave	940	\$116,560		
20th Avenue SW: Loop north of 20th Ave	340	\$42,160		
18th Street SW: Richland Ave - Dead end	160	\$19,840		
Total LF	26,105	\$2,367,284	\$10,682,322	\$1,634,262
		TOTAL		\$14,683,868



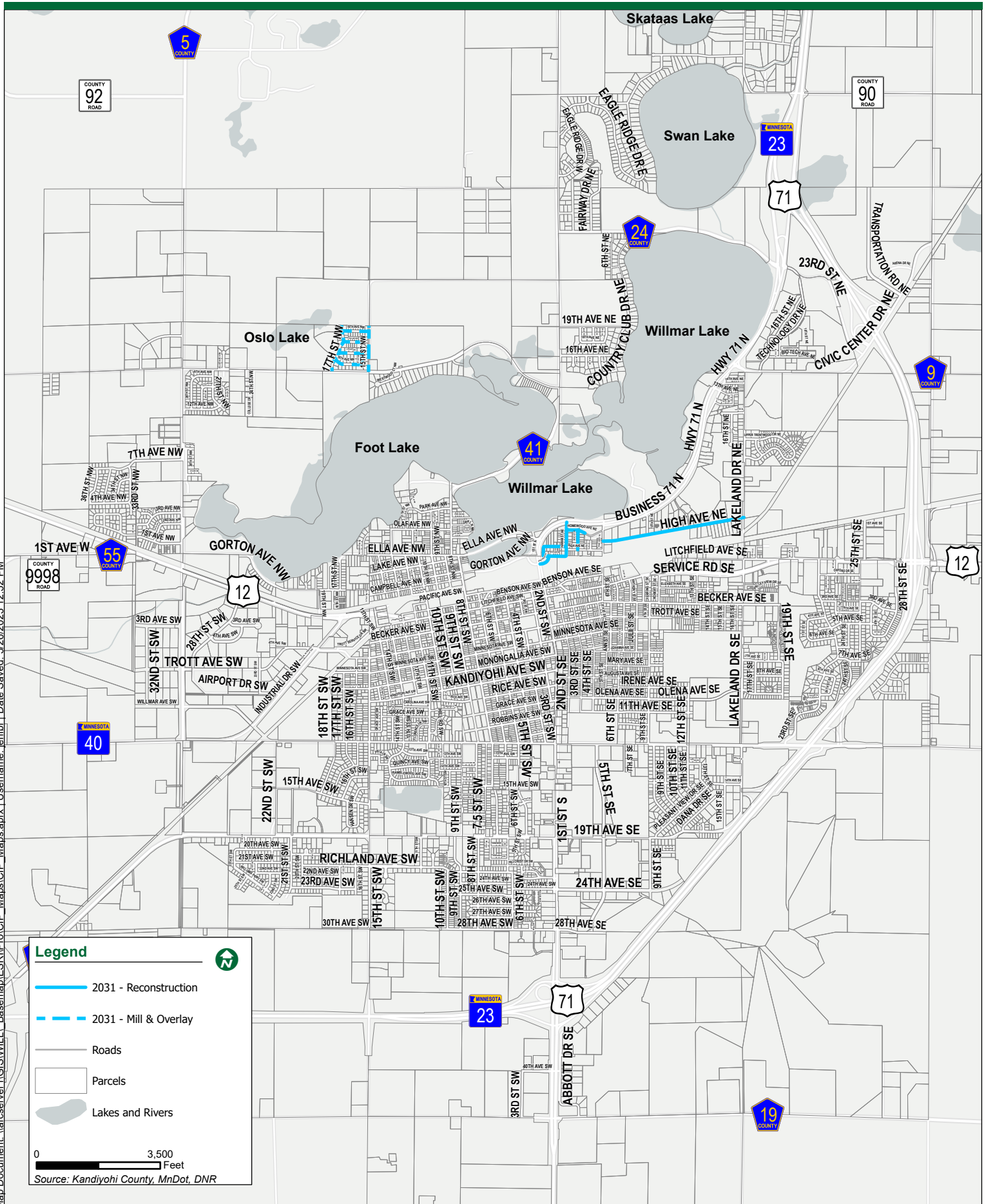
10 Year Street Plan				
Reconstruction		4% Inflation	Overlay	
	\$/ft	\$1,584	Local Roads \$/ft	\$129
WMU Portion of Watermain	\$/ft	\$243	Collector Roads \$/ft	\$382
2030				
Street	LF	Overlay	Reconstruction	WMU Watermain
Trott Avenue SW: 28th St-Industrial Dr	3,700		\$5,860,800	\$899,100
5th Street SE: Becker Ave-Minnesota Ave	844		\$1,336,896	\$205,092
Ann Street SE: Becker Avenue-Johanna Avenue	1,402		\$2,220,768	\$340,686
Julli Street SE: Becker Avenue-Johanna Avenue	1,398		\$2,214,432	\$339,714
16th Avenue NE: County Rd 41 - Country Club Dr	1,550	\$199,950		
18th Avenue NE: 2nd St - 4th St	650	\$83,850		
19th Avenue NE: County Rd 41 - Country Club Dr	1,900	\$245,100		
2nd Street NE: 16th Ave - cul de sac	270	\$34,830		
3rd Street NE: 16th Ave - cul de sac	350	\$45,150		
4th Street NE: 16th Ave - Country Club Dr	510	\$65,790		
2nd Street NE: 19th Ave - 18th Ave	400	\$51,600		
3rd Street NE: 19th Ave - 18th Ave	440	\$56,760		
4th Street NE: 19th Ave - 18th Ave	485	\$62,565		
Country Club Dr NE: 23rd Ave - South to dead end	3750	\$483,750		

Total LF	17,649	\$1,329,345	\$11,632,896	\$1,784,592
			TOTAL	\$14,746,833



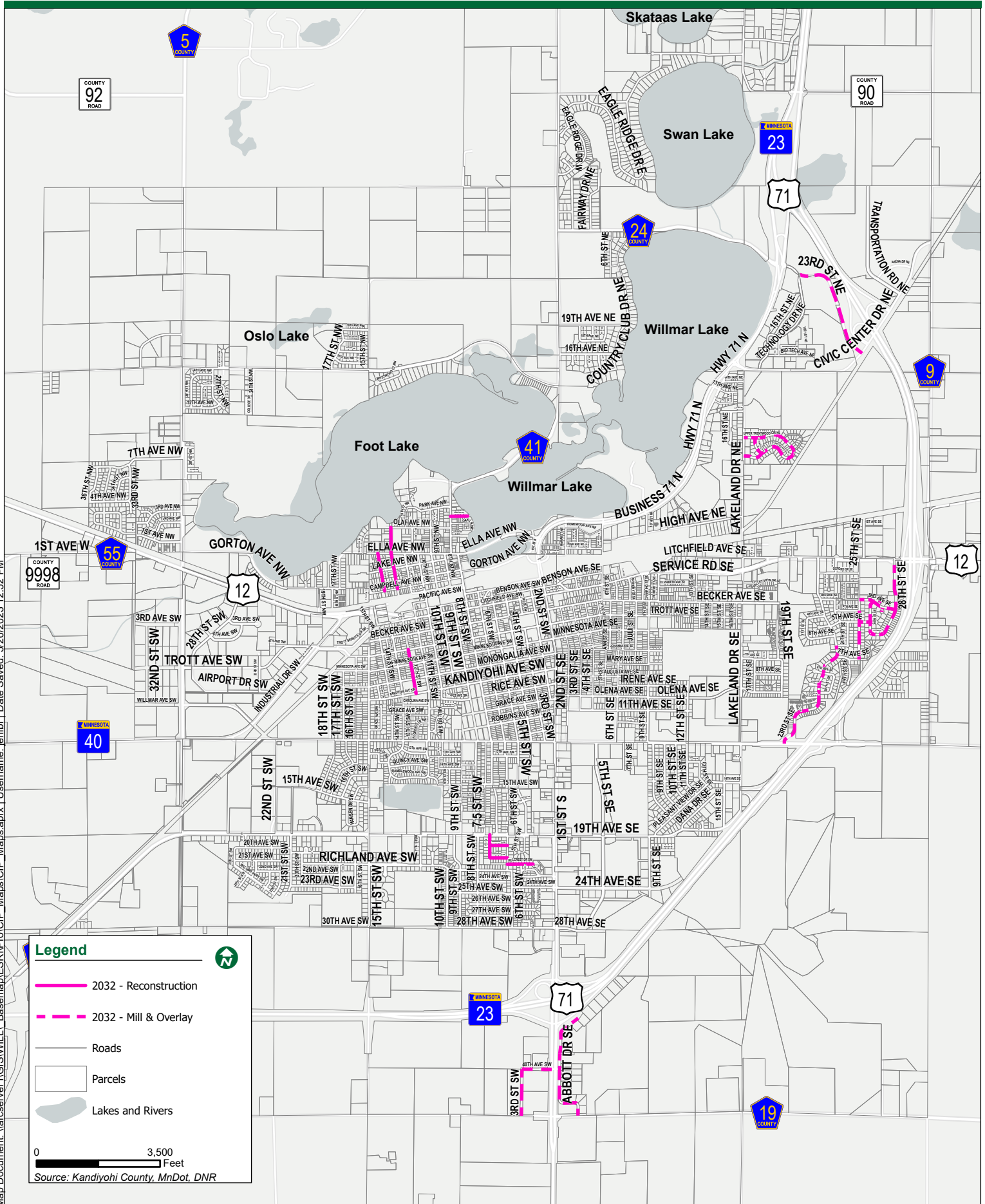
10 Year Street Plan				
Reconstruction		4% Inflation	Overlay	
	\$/ft	\$1,648	Local Roads \$/ft	\$135
WMU Portion of Watermain	\$/ft	\$253	Collector Roads \$/ft	\$398
2031				
Street	LF	Overlay	Reconstruction	WMU Watermain
Ella Avenue NE: 1st St Bridge to Hawaii St	910		\$1,499,680	\$230,230
High Avenue NE: 1st St Bridge to Hawaii St	1,050		\$1,730,400	\$265,650
Hawaii Street NE: Bus 71 to Ella Ave	850		\$1,400,800	\$215,050
Manilla Street NE: Homewood Ave to High Ave	760		\$1,252,480	\$192,280
Homewood Avenue NE: Hawaii St to Sperryville Park	760		\$1,252,480	\$192,280
High Avenue NE: Puerto Rico St to Lakeland Dr	4,025		\$6,633,200	\$1,018,325
16th Avenue NW: 17th St - 16th St	825	\$111,375		
17th Avenue NW: 17th St - 16th St	670	\$90,450		
18th Avenue NW: 17th St - cul de sac	517	\$69,795		
19th Avenue NW: 17th St - 15th St	760	\$102,600		
17th Street NW: 15th Ave - North to dead end	1,400	\$189,000		
16th Street NW: 17th Ave - 16th Ave	275	\$37,125		
15th Street NW: 19th Ave - 15th Ave	1,300	\$175,500		

Total LF	14,102	\$775,845	\$13,769,040	\$2,113,815
			TOTAL	\$16,658,700

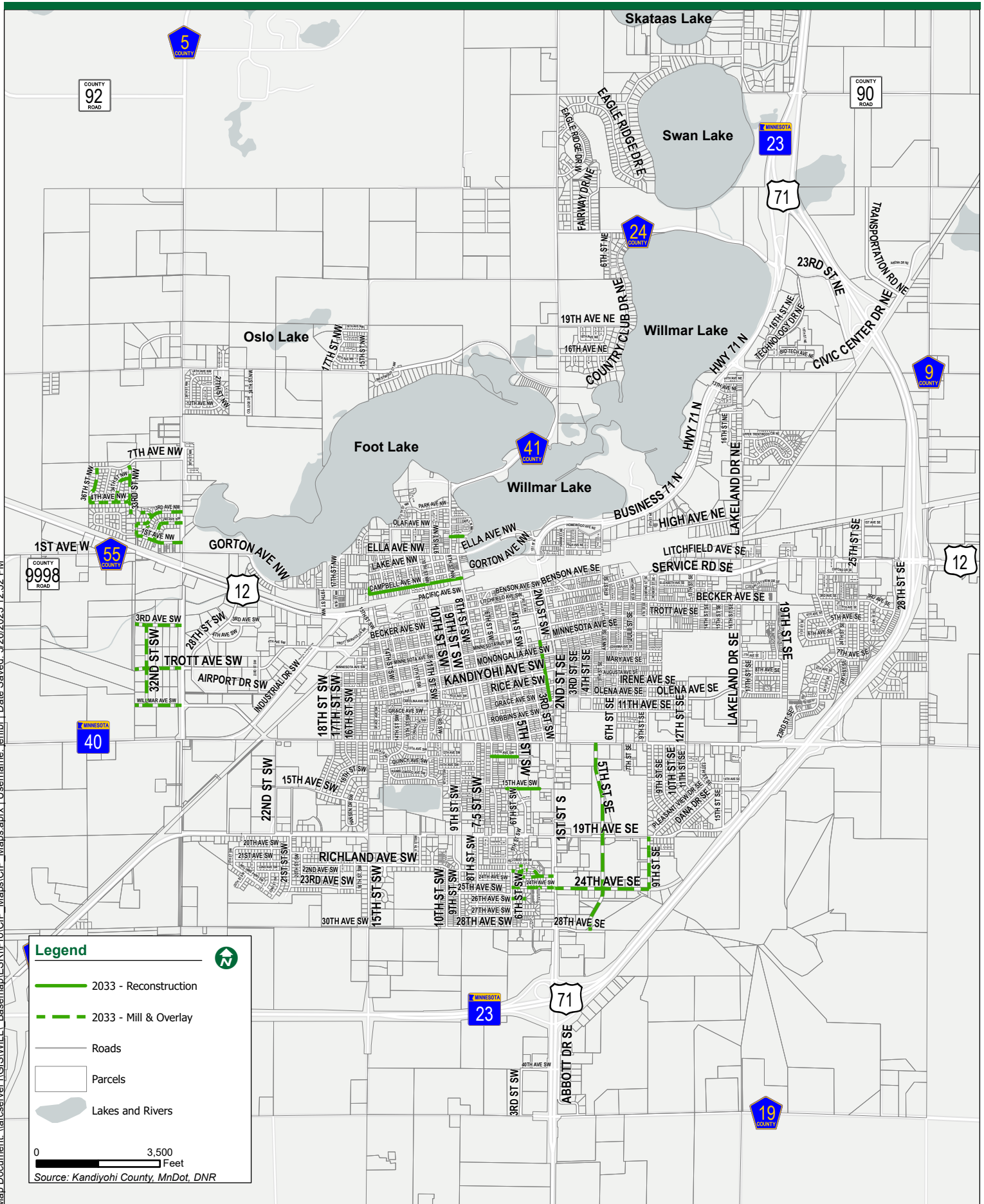


10 Year Street Plan					
Reconstruction		4% Inflation	Overlay		
\$/ft		\$1,714	Local Roads \$/ft		\$141
WMU Portion of Watermain \$/ft		\$264	Collector Roads \$/ft		\$414
2032					
Street	LF	Overlay	Reconstruction	WMU Watermain	
12th St NW: Olaf Ave-Campbell Ave	1,730		\$2,965,220	\$456,720	
13th St NW: Ella Ave-Campbell Ave	1,050		\$1,799,700	\$277,200	
Park Ave NW: 7th S - DE East	325		\$557,050	\$85,800	
Parkview Rd: 7th St- 6th St SW	480		\$822,720	\$126,720	
Ridgewood Pl SW: 7th St-6th St SW	480		\$822,720	\$126,720	
Hillcrest Dr SW: 6th St-Deadend to east	694		\$1,189,516	\$183,216	
7th St SW: 19th Ave- Parkview Rd	575		\$985,550	\$151,800	
12th Street SW: Trott Ave - Kandiyohei Ave	1,270		\$2,176,780	\$335,280	
23rd Street SE: Willmar Ave - 6th St	3550	\$500,550			
25th Street SE: 7th Ave - 4th Ave	1380	\$194,580			
26th Street SE: 3rd Ave - 6th Ave	900	\$126,900			
28th Street SE: 6th Ave - HWY 12	2185	\$308,085			
Cul de sac north of 3rd Avenue SE	160	\$22,560			
Cul de sac south of 3rd Avenue SE	160	\$22,560			
6th Avenue SE: 26th St - 28th St	360	\$50,760			
5th Avenue SE: 25th St - East to cul de sac	510	\$71,910			
3rd Avenue SE: 25th St - 28th St	1080	\$152,280			
23rd Street NE: Technology Dr - Civic Center Dr	3275	\$461,775			
Trentwood Circle NE: East of Lakeland Dr	3420	\$482,220			
Cottonwood Drive NE: Lower Trentwood Cir - Upper Trentwood Cir	510	\$71,910			
40th Avenue SW: 3rd St - HWY 71	840	\$118,440			
3rd Street SW: 40th Ave - 45th Ave	1320	\$186,120			
Abbott Drive SE: 45th Ave - North to dead end	3450	\$486,450			

Total LF	29,704	\$3,257,100	\$11,319,256	\$1,743,456
			TOTAL	\$16,319,812



10 Year Street Plan				
Reconstruction		4% Inflation	Overlay	
	\$/ft	\$1,783	Local Roads \$/ft	\$147
	WMU Portion of Watermain \$/ft	\$275	Collector Roads \$/ft	\$431
2033				
Street	LF	Overlay	Reconstruction	WMU Watermain
13th Avenue SW: 7th St - 5th St	740		\$1,319,420	\$203,500
15th Avenue SW: 6th St - DE east	940		\$1,676,020	\$258,500
Olaf Avenue NW: 7th St - DE East	358		\$638,314	\$98,450
Campbell Avenue NW: Gorton Ave - 7th St	2812		\$5,013,796	\$773,300
2nd Street SW: Minnesota Ave - Grace Ave	1,680		\$2,995,440	\$462,000
1st Avenue NW: 33rd St - 30th St	1340	\$196,980		
2nd Avenue NW: 31st St - 30th St	615	\$90,405		
3rd Avenue NW: 33rd St - 30th St	1440	\$211,680		
33rd Street NW: 1st Ave - 3rd Ave	350	\$51,450		
31st Street NW: 1st Ave - 2nd Ave	520	\$76,440		
Vos Park Drive: 3rd Ave - North cul de sac	360	\$52,920		
Vos Park Drive: 3rd Ave - South cul de sac	130	\$19,110		
4th Avenue NW: 36th St - 33rd St	1140	\$167,580		
36th Street NW: 4th Ave - dead end	1000	\$147,000		
34th Street NW: 4th Ave - 33rd St	900	\$132,300		
33rd Street NW: 7th Ave - cul de sac	1400	\$205,800		
Willmar Avenue SW: CR 5 - DE West	1330	\$195,510		
Trott Avenue SW: CR 5 - DE West	1320	\$194,040		
3rd Avenue SW: CR 5 - DE West	1320	\$194,040		
32nd Street SW: Willmar Ave - 3rd Ave	2270	\$333,690		
25th Street SW: 6th St - East to cul de sac	406	\$59,682		
24th Avenue SW: 6th St - 9th St	3900	\$573,300		
Terrace Drive SW: West of 1st St	1625	\$238,875		
Richland Avenue SW: 6th St - Terrace Dr	270	\$39,690		
5th Street SW: Hillcrest Dr - Terrace Dr	220	\$32,340		
5th Street SE: Willmar Ave - 28th Ave	5440	\$799,680		
9th Street SE: 19th Ave - 24th Ave	1500	\$220,500		
Total LF	35,326	\$4,233,012	\$11,642,990	\$1,795,750
		TOTAL		\$17,671,752





City Council Action Request

Council Meeting Date:	July 17, 2023	Agenda Item Number:	10.F.
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:	Paffrath Purchase Agreement Amendment Request		

RECOMMENDED ACTION:

Provide direction for staff

OVERVIEW:

Mr. Paffrath has a signed purchase agreement with the City for 4 lots. He intends to build a tiny home development. He has paid the earnest money of a \$1,000. In the process of vetting the site to put the project together, Mr. Paffrath has encountered significant obstacles. As a result, Mr. Paffrath is looking to amend the price of the purchase agreement. This purchase agreement was agreed to in the winter, and Mr. Paffrath was unable to get soil borings for the site within the allotted timeframe in the purchase agreement. The results of the soil borings have indicated that significant corrections will be needed for the site to be developed. In light of this information, Mr. Paffrath is seeking a price reduction.

BUDGETARY/FISCAL ISSUES:

The original price for the lots was \$32,000. Mr. Paffrath is seeking the amount be lowered to accommodate the costs he would incur to develop the site.

ALTERNATIVES TO CONSIDER:

Council can deny the request. Council can also choose to void the purchase agreement.

ATTACHMENTS:

1. Paffrath Lots
2. Amendment to Purchase Agreement
3. CVT Revised Geotechnical Report for Wilmar Tiny Homes
4. GoliathTech MN Quote #11035
5. Signed PA 2022.11.08



The Village
Children's Museum



Giovanni's

14th Ave SE

14th Ave SE

14th Ave SE

14th Ave SE

East Willmar
Park

Pleasantview Dr SE

15th St SE

Google

**AMENDMENT TO COMMERCIAL
PURCHASE AGREEMENT**

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.
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1. Date 06/19/2023
2. Page 1

3. The undersigned parties to a Purchase Agreement, dated November 08 2022
4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at
5. PLEASANT VIEW WILLMAR MN 56201

6. hereby mutually agree to amend said Purchase Agreement as follows:

7. **UPON SELLER AGREEMENT TO THE FOLLOWING, BUYER WAIVES INSPECTION/DUE DILIGENCE**
8. **AND SEEKS TO CLOSE AS SOON AS POSSIBLE.**

9. **IN LIGHT OF UNFORSEEN SOIL BORING ANALYSIS, THE GEOTECHNICAL ENGINEER IS**
10. **RECOMMENDING HEILICAL PIERS. THIS IS AN UNFORSEEN HARDSHIP AND COULD COST THE**
11. **PROJECT ROUGHLY +/-160,000\$ (ATTACHED EXHIBIT GEOTECHNICAL REPORT &**
12. **GOLIATHTECH QUOTE [STRUCTURAL ENGINEER FEE OR CONTINGENCY FUNDS NOT INCLUDED])**

13. **UNDER THE AGREEMENT SUBSECTION 1. PURCHASE PRICE SHALL BE \$1,000.00 (ONE**
14. **THOUSAND DOLLARS)**

15. **SUBSECTION 2.b. SHALL SAY \$1,000.00 (ONE THOUSAND DOLLARS)**

16. **STRIKE SUBSECTION 4.a.**

17.
18. All other terms and conditions of the Purchase Agreement to remain the same.

19. SELLER

20. _____
(Business Entity or Individual Name)

21. By: _____
(Seller)

22. Its: _____
(Title)

23. _____
(Date)

24. SELLER

25. _____
(Business Entity or Individual Name)

26. By: _____
(Seller)

27. Its: _____
(Title)

28. _____
(Date)

BUYER

JUSTIN TAFFRATH
(Business Entity or Individual Name)

By: _____
(Buyer)

Its: _____
(Title)

6-19-23
(Date)

BUYER

(Business Entity or Individual Name)

By: _____
(Buyer)

Its: _____
(Title)

(Date)

29. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
30. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**



Revised Design Phase Geotechnical Report:

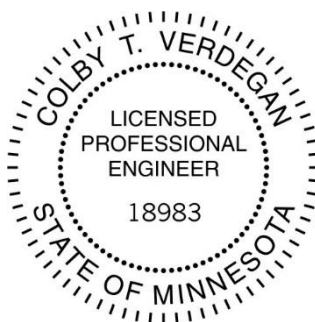
Tiny Homes Development
1409 14th Avenue Southeast
Willmar, Wisconsin

Prepared for:

Mr. John Chester
Terwisssha Construction, Inc.

c/o: Justin Paffrath
Edina Realty

May 1, 2023
CVT Project: 21623.23.MNS



I hereby certify that this report was prepared by me or under my direct supervision, and that I am a duly licensed engineer under the laws of the State of Minnesota.

A handwritten signature in black ink, appearing to read 'Colby Verdegan'.

Colby T. Verdegan, PE
Geotechnical Engineer
Registration Number 18983
Date: May 1, 2023

Chosen Valley Testing Inc.

Geotechnical Engineering and Testing, 245 E. Roselawn Avenue, St. Paul, Minnesota

Mr. John Chester
Terwissha Construction, Inc.
1550 Willmar Avenue Southeast
Willmar, MN 56201
Email: jchester@twcinc.com

May 1, 2023

C/o: Justin Paffrath
Edina Realty
Email: JustinPaffrath@edinarealty.com

**Re: Updated Design Phase Geotechnical Report
Tiny Homes Development
1409 14th Avenue Southeast
Willmar, Wisconsin
CVT Project: 21623.23.MNS**

Dear Mr. Chester:

As authorized, we recently completed the geotechnical evaluation for the proposed tiny house development in Willmar, Minnesota. Additional laboratory tests were then completed. The results of the supplemental tests and the implications of that information have been incorporated into the attached revised report which replaces our prior report. Please refer to the attached report for more details of our findings and analyses. If you have any questions about our report, please feel free to contact us.

Sincerely,
Chosen Valley Testing, Inc.



Hannah Fischer
Graduate Engineer



Colby T. Verdegan, PE
Sr. Geotechnical/Materials Engineer

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BORING LOCATION SKETCH
LOG OF BORING # 1-6
LEGEND TO SOIL DESCRIPTION

**Revised Design Phase Geotechnical Evaluation
Proposed Tiny Homes Development
1409 14th Avenue Southeast
Willmar, Minnesota**

CVT Project Number: 21623.23.MNS

Date: May 1, 2023

A. Introduction

The intent of this report is to present our findings and describe the means used to collect the data. The data was collected for a specific purpose and may not be suitable for other purposes. We should be consulted before attempting to use the data for other uses. A complete and thorough review of the entire document, including its assumptions and its appendices, should be undertaken immediately upon receipt.

A.1. Purpose

This geotechnical report was prepared to assist planning for the proposed tiny home development in Willmar, Minnesota. It revises and replaces our previously issued report of April 24, 2023, to include the results of supplemental laboratory tests performed and incorporates the implications of that information into revised recommendations for the project. Our services were authorized by Mr. Justin Paffrath from Edina Realty.

A.2. Scope

To obtain data for analysis, a total of six penetration test borings were performed. The soil borings were typically drilled to depths of about 24.9 feet. Our engineering scope consisted of providing geotechnical recommendations for the proposed facility.

A.3. Boring Locations

Boring locations were selected by CVT based on a site plan provided by the client. The Boring Location Sketch in the Appendix shows the approximate locations as drilled and was created by superposing GPS coordinates for the borings onto a satellite view of the site using Google Earth software.

Ground surface elevations at the borings were estimated from lidar elevation contours using MnTopo software from the Minnesota DNR. The estimated elevations are indicated on the Log of Boring sheets in the Appendix and should be considered approximate.

A.4. Geologic Background

A geotechnical report is based on subsurface data collected for the specific structure or problem. Available geologic data from the region can help interpretation of the data and is briefly summarized in this section.

NRCS maps indicate the entire area has been subject to filling. Aerial photographs of Google Earth indicate grading occurring on the site between 1991 and 2003, although the NRCS maps indicate grading

well beyond the site limits. The depth and nature of the grading was not clear. Geologic maps suggest that the uppermost natural soil deposits in the area consist primarily of clayey glacial deposits. Bedrock is commonly on the order of more than 300 feet below the surface and is not a consideration for this project.

B. Subsurface Data

The borings were performed using penetration test procedures (Method of Test D1586 of the American Society for Testing and Materials). This procedure allows for the extraction of intact soil specimen from deep in the ground. With this method, a hollow-stem auger is drilled to the desired sampling depth. A 2-inch OD sampling tube is then screwed onto the end of a sampling rod, inserted through the hole in the auger's tip, and then driven into the soil with a 140-pound hammer dropped repeatedly from a height of 30 inches above the sampling rod. The sampler is driven 18 inches into the soil unless the material is too hard. The samples are generally taken at 2½ to 5-foot intervals. The core of soil obtained was classified and logged by our drilling personnel at the site and a representative portion was then sealed and delivered to our laboratory for further review.

B.1. Strata

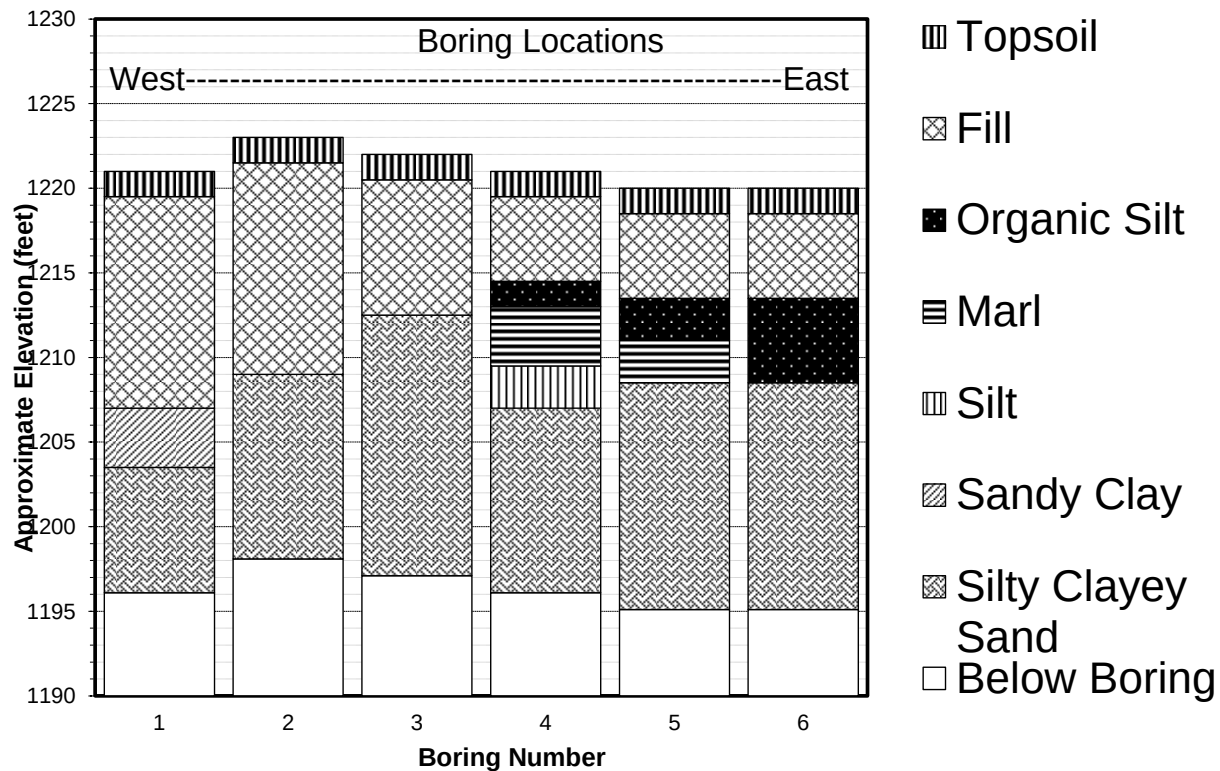
At the surface, borings encountered 1 ½ feet of topsoil consisting of slightly organic silty sand.

Below the topsoil, all the borings encountered fill to a depth of about 6 ½ feet in the eastern borings and 8 to 14 feet at the western locations. The fill encountered consisted primarily of dark, non-to slightly organic silty clayey sands and clays, which also included concentrations of gravel.

The three eastern borings met slightly organic silt below the fill, which extended to depths of about 8 to 11 ½ feet. Two of those borings met marl below the organic layer, which extended to about 11 ½ feet below the surface. We note that gravel from the overlying fill appears to have been pushed ahead of the auger, impacting the sampling of the softer underlying soils. As a consequence, the depth and thickness of the organic and marl layers were estimated more subjectively than typical.

The deeper soils consisted primarily of glacial deposits and were composed primarily of silty clayey sands. All borings terminated in these soils. Two borings met thin layers of glacial clay or lacustral silt above the silty clayey sands.

The soil boring data has been summarized in the following cross-section. For more detailed information, please refer to the individual Log of Boring sheets in the Appendix.



B.2. Penetration Test Results

Penetration Test Results: The number of blows needed for the hammer to advance the penetration test sampler is an indicator of soil characteristics. The results tend to be more meaningful for natural mineral soils than for fill soils. In fill soils, density tests are more meaningful.

Penetration resistance values ("N" Values) ranging from 8 to 16 blows per foot (BPF) were recorded in the fill soils, indicating they were variably compact – and with the higher values being attributed to gravelly materials.

Values in the organic soils and marl ranged from 2 to 5 BPF at two locations indicating they were very soft to soft and highly compressible. Similar values were recorded in the lacustral silt.

Blow counts of 4 to 30 BPF were recorded in the glacial soils, indicating they were very loose to medium dense. The highest values, in excess of 20 BPF, were recorded at the bottom of three of the borings.

A key to the descriptors used to qualify the relative density of soil (such as *soft*, *stiff*, *loose*, and *dense*,) can be found on the Legend to Soil Description in the Appendix.

B.3. Groundwater Data

During drilling, the drillers may note the presence of moisture on the sampler, in the cuttings, or in the borehole itself. These findings are reported on the Log of Boring sheets. Because water levels vary with

weather, time of year, and other factors, the presence or lack of water during exploration is subject to interpretation and is not always conclusive.

Water was observed in all of the borings at depths ranging from about 7 and 20 feet below the surface. The depths correspond roughly to elevations spanning 1101 to 1113 feet, with most being in the range of 1108 to 1113. Longer term readings with piezometers would be needed for more accurate determination of water levels. Groundwater levels are expected to fluctuate seasonally with local weather patterns and similar to water levels in nearby ponds and streams.

C. Design Information

The project consists of building sixteen tiny homes with paving and utility improvements. The buildings are understood to cover about 400 square feet or less and bear on monolithic foundations. Structural loads were not provided but are assumed to be the order 1,000 pounds per lineal foot or less where perimeter walls are placed. The slabs are planned to be insulated to protect foundations and utility connections from frost heave.

Grading information was not provided. We assume the slabs to be within about ½ to 2 feet of existing grades. We have assumed that the pavement sections between buildings will experience primarily auto traffic loads.

D. Summary of Analysis

D.1. Building Pads

The existing fill is not suitable for foundation support and should be removed from below foundations, or the foundations should be extended to bear on suitable support materials at depth.. At the western boring locations, removal depths of about 8 to 14 feet would be expected.

In the eastern borings, the fill was underlain by rather compressible organic silt as well as marl at two locations, and these materials would typically be removed as well. Alternatively, one could consider surcharging or pre-loading these soils, to force the majority of the settlement to occur in advance of construction. With this approach, the organic soils and marl would be left in place. After the overlying fill soils were removed and replaced with engineered fill, settlement monitoring plates would be laid on the ground surface, and additional fill would be placed on the building pads to simulate the weight of the planned house and live loads. The fill would be left in place until monitoring of the plates indicates that settlement has been completed to within typical building tolerances. The excess fill would then be removed, and construction could proceed. Section E.1. of this report includes more detailed recommendations for standard soil corrections. Section E.2 presents recommendations for the surcharge alternative where applicable, if desired..

Due to the depth of the corrections, conventional soil corrections may not be economically viable. For this type of circumstance, helical anchors are sometimes a more cost-effective solution. Helical anchors are a

type of piling which consists of a metal sheet with twisted plates on the bottom – similar to a long wood screw. The piling are in-fact screwed or twisted in the ground, until they are able to bear in firmer suitable soils at depth. If this approach were taken, the slab would have to be designed to be structurally stiff – as a pile cap – and would still need insulation to prevent frost action. Helical anchors are a design-build foundation product. There are several patented variations, and the design must be provided by the contractor and vendor associated with the specific system being used. Contractors will typically work with a specific vendor and will have to work with the structural engineer to arrive at an appropriate anchor spacing and pattern for the structures. Section E.3. provided general information for a helical anchor approach.

D.2. Utilities and Pavements

The compressible nature of organic soils and marl in the eastern part of the development would be expected to result in some settlement. Based on the data, long term settlement after rough grading is expected to be relatively small. These soils are rather weak however, and some replacement will likely be needed if utilities are deep enough to bear in or through the soft soils.

Regarding pavements, the topsoil should be removed and replaced as needed with engineered fill. The near surface soils should be scarified, compacted, and stabilized as needed to pass a test roll.

E. Building Grading Recommendations

E.1. Total Excavation Backfill Grading Option

E.1.a. Removals: With this option, all fill, organic soils and the marl would be removed from below the structures. The table below shows the apparent depth of these materials at the locations explored.

Boring Number	Approx. Ground Surface Elevation (feet)	Apparent Depth of Fill, Organic Soils and Marl (feet)	Apparent Bottom Elevation of Unsuitable Soils (feet)
1	1221	14	1207
2	1223	14	1209
3	1222	9 1/2	1212 1/2
4	1221	11 1/2	1209 1/2
5	1220	11 1/2	1208 1/2
6	1220	11 1/2	1208 1/2

E.1.b. Over Sizing: Any stripping or corrective excavations should be oversized at least 1 foot beyond the foundations for each foot of fill needed below footing grade. This oversizing can be reduced by up to 50% if rather precise staking is present during grading.

E.1.c. Filling and Compaction: For ease in construction and because the excavations will likely terminate in wet conditions, we recommend using clean sands or gravels having less than 12% particles

passing a #200 sieve as fill below the structure. If fill must be placed into water, we recommend using sands or gravels having less than 5% particles passing a #200 sieve and less than 40% passing a #40 sieve, until the fill is at least 2 feet above the water table.

The existing fill would not meet either of the above gradations. Potential fill materials should be submitted for our review.

We recommend limiting lifts to no more than 1 foot. This assumes large, self-propelled or tow-behind compactors are used. All materials below the building should be compacted to a minimum of 95% of its maximum standard Proctor density (ASTM D 698).

E.1.d. Evaluation: We recommend that Chosen Valley Testing be retained to evaluate the bearing soils and overall earthwork operations with regard to the findings in this report and our assumptions. Subject to the results of those evaluations, changes to the grading and our recommendations may be deemed warranted.

E.2. Fill Removal and Surcharge Approach for Areas underlain by Organic Silt and Marl

E.2.1. Removals: With this approach, only the fill materials would be removed from below those areas with the underlain organic soils and marl. The table below shows the apparent depth of these materials at the locations explored which appeared to be underlain by the organic soils and marl.

Boring Number	Approx. Ground Surface Elevation (feet)	Apparent Depth of Fill (feet)	Apparent Bottom Elevation of Fill (feet)
4	1221	6 1/2	1204 1/2
5	1220	6 1/2	1203 1/2
6	1220	6 1/2	1203 1/2

E.2.b. Over Sizing: The corrective excavations should be oversized at least 1 foot beyond the foundations for each foot of fill needed below footing grade. This oversizing can be reduced by up to 50% if rather precise staking is present during grading.

E.2.c. Filling and Compaction: We recommend using clean sands or gravels having less than 12% particles passing a #200 sieve as fill below the structure. The existing fill would not meet this gradation. Potential fill materials should be submitted for our review.

We recommend limiting lifts to no more than 1 foot. This assumes large, self-propelled or tow-behind compactors are used. All materials below the building should be compacted to a minimum of 95% of its maximum standard Proctor density (ASTM D 698).

E.2.d. Settlement Monument Installation: After the fill below each pad has been removed and replaced, a settlement plate should be placed on the surface near center of each pad. The plates are typically 2-foot square pieces of plywood which are laid flat on the ground. A 1-inch diameter by 5-foot-tall piece of iron or steel pipe is then attached vertically to the middle of the plate, using fasteners from a

hardware store. A small amount of fill is then placed on the plate and around the pipe – to anchor the plate to the ground, and the top of the pipe is surveyed to the nearest 0.01 feet (roughly 1/8 inch) relative to the fixed benchmark.

The benchmark should be something that is unaffected by the grading and ideally bears below frost depth (if the monitoring is in winter). A fire hydrant is often used.

E.2.e. Surcharge placement: Once the settlement monument is placed, anchored, and surveyed, we recommend placing 4 feet of fill across the entire pad and extending at least 5 feet past each edge of the pad. Any normal weight soil, including the fill excavated from each pad can be used for this purpose. The fill should be at least lightly compacted.

E.2.f. Settlement Monitoring: The top of the settlement monument rod should be surveyed again after the surcharge fill is placed, and again daily for a week and then weekly afterwards,. and the results reported to the geotechnical engineer for evaluation. Based on the data, the settlement is expected to be sufficiently complete in about a month. If the settlement appears to be completed much faster, a minimum of 3 weeks of monitoring is recommended to reasonably differentiate fast settlement from slow, long settlement. Once settlement appears to have sufficiently completed, the surcharge material and monument can be removed, and construction can proceed.

E.1.g. Evaluation: We recommend that Chosen Valley Testing be retained to evaluate the bearing soils and overall earthwork operations and settlement monitoring with regard to the findings in this report and our assumptions. Subject to the results of those evaluations, changes to the grading and our recommendations may be deemed warranted. We note that the surveying would ideally be done by an actual surveyor.

E.3. Preliminary Helical Anchors Recommendations

As mentioned before, design of the helical anchor foundations, if implemented, must be performed by the design-build contractor. The anchors will need to extend below the fill, organic soils, marl as well as below the soft glacial clays or lacustrine soils. Several of the borings appeared to terminate in stiffer or denser material at about 25 feet below the surface. We assume working capacities in the range of 5,000 to 10,000 pounds per support would be needed. We are of the option that any such foundations will likely have to be at least 25 feet below existing grades in order to attain useable capacities.

F. Building Design

F.1. Frost Protection

The proposed slab foundation is planned to be insulated. In that event, we recommend placing the insulation in accordance with Table R403.3(1) Minimum Footing Depth and Insulation Requirements for Frost-Protected Footings in Heated Buildings published by the International Code Council. This is also required to slabs supported on helical anchors, because the slabs are in the frost zone.

F.1 Bearing Capacity

With the assumed foundation loads and implementation of the earthwork recommendations, we are of the opinion that foundations bearing on fully corrected fill over the natural soils may be designed to exert pressures of up to 2,000 psf. These allowable bearing pressures include a safety factor of at least 3 against shear failure. The actual pressures are expected to be much lower.

F.2. Settlement/Movement

Total post-construction settlements are expected to be on the order of 1 inch and less and more likely ½ inch or less.

G. Utility Considerations

G.1. Dewatering

Water was encountered in the borings during drilling, at depths ranging from about 7 to 20 feet. Dewatering may be needed depending on utility depths.

G.2. Trench Sidewalls

The contractor will be required to slope or shore the excavations as needed to meet OSHA requirements for safety. The fill soils are expected to classify as Type C soils as defined by OSHA. The organic and marl soils are very low strength and trench boxes, or other stabilization methods may be necessary when excavating into these soils.

G.3. Trench Bottom Stability

The organic soils, marl as well as the soft silt or clay materials below the fill at two locations are all very soft and would provide highly unstable surfaces for crews laying pipes. Sands would be expected to be present at the base of excavation trenches. We suggest including provisions for placing a cushion of clean 1 ½-inch minus gravel as a working surface below the pipes.

G.4. Backfill Placement and Compaction

We recommend using clean sand or gravel in the pipe zone around the pipes. This would have to be imported. The existing mix fill should ideally be reused above the pipe zone in areas below pavements, to limit differential frost heave. Extremely organic or otherwise poor inclusions in the fill should be discarded off site or in green areas, along with the organic soils and marl. Such low-quality materials might plausibly be used above the pipe when traversing through green areas, with the understanding that those trenches areas are more likely to experience settlements.

Soils placed as backfill below paved areas should ideally be compacted to 100% of their maximum standard Proctor density (ASTM D 698) in the upper 3 feet and to at least 95% below. In green areas, 90% compaction is normally adequate. The mixed nature of the existing fill would make Proctor

determinations problematic in this case – to the extent that specifying “Ordinary Compaction” is likely more practical.

G.5. Settlement Considerations

As noted before, the compressible nature of organic soils and marl in the eastern part of the development would be expected to result in some settlement and might affect sensitive utilities as well as drainage. Rough grading the site in advance of paving and utility construction should be adequate to allow significant settlement to occur before hand.

H. Paved Area Recommendations

H.1. Stripping

We recommend stripping the topsoil along with any otherwise unsuitable materials that may be encountered during construction from below any paved areas to a depth of 2 feet. At the locations explored, at least 1 ½ foot of stripping would be expected. Where 3 feet or more of fill is needed, it should be adequate to strip the vegetation and root zone.

Near-surface soils within 2 feet of top of subgrade should be scarified to encourage uniformity and compacted as needed to pass a test roll.

H.2. Fill Placement and Compaction

If new fill is needed in paved areas, it should consist of a uniform soil type similar to the near-surface soils already present. The existing fill appears to be primarily silty to clayey sands and sandy lean clays. Though dark colored, these materials did not appear to be highly organic and may plausible be reused in paved areas but should be reviewed during grading. For a high-quality subgrade, a layer of clean sands or gravel or a thicker aggregate base section could be considered.

Fill placed in the upper 3 feet of the subgrade should ideally be compacted to at least 100% of its maximum standard Proctor density. Below 3 feet, compaction to 95% is recommended. The mixed nature of the existing fill would make Proctor determinations problematic – to the extent that specifying “Ordinary Compaction” is likely more practical.

The completed pavement subgrade should be able to pass a test roll. Areas not passing the test roll should be reworked and stabilized with additional aggregate base or other means, as needed to pass the test roll.

H.3. Pavement Design

After stripping and grading, the soils present at subgrade elevation are expected to consist largely of silty to clayey sands and sandy lean clays. We recommend using an R-value of no more than 12 for the design of pavements on this combination of soils. If a 2-foot layer of clean sand is used, we estimate the effective R-value would increase to about 30.

In the absence of traffic loading data, we suggest a bituminous pavement section consisting of at least 3 inches of bituminous followed by 8 inches of aggregate base. This section assumes that the subgrade is sufficiently stable for paving.

I. General Construction Recommendations

I.1. Excavation

A variety of equipment could likely be used to complete the earthwork if conditions are dry. Deep excavations should use a backhoe.

I.2. Cold Weather

If the excavation occurs during freezing temperatures, good winter construction practices should be used. Frozen fill should be thawed before placing and filling should not be placed on frozen ground. Slab areas should be completely thawed prior to placing concrete.

I.3. Construction Testing and Documentation

The bottom of the excavations should be evaluated and documented by qualified geotechnical personnel to assess the soils at bearing depth. Any fill placed below building areas should be evaluated for conformance to the project gradation recommendations and should be tested for compaction. If filling proceeds during periods of freezing weather, full-time testing should be considered to help confirm that imported fill is thawed prior to and during compaction, and that all snow has been removed before placement of the fill.

Although our firm offers testing services relating to civil and structural components of the structure (such as concrete testing, reinforcement observations, etc.), specification of such services are beyond our work scope and the designer should be consulted as to such requirements.

J. Level of Care

The services provided for this project have been conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in this area, under similar budget and time constraints. This is our professional responsibility. No other warranty, expressed or implied, is made.

Appendix

Boring Location Sketch

Log of Boring # 1-6

Legend to Soil Description



Legend

- Boring Locations
- Benchmark



Boring Location Sketch

Willmar Tiny Homes
1409 14th Ave SE
Willmar, Minnesota
CVT Project 21623.23.MNS



LOG OF BORING

CHOSEN VALLEY TESTING

CVT

PROJECT: 21623.23.MNS
Design Phase Geotechnical Evaluation
Willmar Tiny Homes
1409 14th Ave SE
Willmar, Minnesota

BORING: **B-01**

LOCATION:
See attached sketch.

DATE: 4/3/2023

SCALE: 1" = 4'

Elev. 1121.0	Depth 0.0	USCS Symbol	Description of Materials (ASTM D 2487/2488)	BPF	WL	Tests and Notes
1119.5	1.5	OL	TOPSOIL , Slightly Organic Silty Sand, trace Roots, trace Gravel, black, moist.			Elevations were estimated using the MnDNR's program MnTopo and should be considered approximate. MC = 14.2%
			FILL , Silty Clayey Sand, fine grained, some Gravelly zones, dark brown to gray and black, moist.	14		
				9		
				10		
				6		
				5		MC = 29.7%
						MC = 21.9%
						MC = 32.8%
1107.0	14.0	CL	SANDY LEAN CLAY , trace Gravel, grayish brown, wet, rather soft. (Glacial Till)	5		MC = 20.6%
				5		MC = 18.1%
1103.5	17.5	SC SM	SILTY CLAYEY SAND , fine grained, trace Gravel, grey, water bearing, loose. (Glacial Till)	7	▽	MC = 13.0%
1096.1	24.9			5		MC = 12.5%
			End of boring. Water was encountered at 20 feet during drilling. Boring was sealed upon completion.			

CVT STANDARD 21623.23.MNS (WILLMAR TINY HOMES) GPJ LOG A GNN06.GDT 5/1/23

LOG OF BORING

CHOSEN VALLEY TESTING

CVT

PROJECT: 21623.23.MNS Design Phase Geotechnical Evaluation Willmar Tiny Homes 1409 14th Ave SE Willmar, Minnesota				BORING: B-02		
				LOCATION: See attached sketch.		
				DATE: 4/3/2023		SCALE: 1" = 4'
Elev. 1123.0	Depth 0.0	USCS Symbol	Description of Materials (ASTM D 2487/2488)	BPF	WL	Tests and Notes
1121.5	1.5	OL	TOPSOIL , Slightly Organic Silty Sand, trace Roots, trace Gravel, black, moist.			
			FILL , Silty Clayey Sand, fine grained, some Gravelly zones, dark brown to black, moist.	10		MC = 18.7%
				11		MC = 17.9%
				8		MC = 19.5%
				8		MC = 20.2%
				6		MC = 17.6%
1109.0	14.0	SC SM	SILTY CLAYEY SAND , fine grained, trace Gravel, grey, water bearing, loose to medium dense. (Glacial Till)	4	▽	MC = 13.0%
				4		MC = 12.9%
1098.1	24.9			22		MC = 16.8%
			End of boring. Water was encountered at 15 feet during drilling. Boring was sealed upon completion.			

CVT STANDARD 21623.23.MNS (WILLMAR TINY HOMES) GPJ LOG A GNN06.GDT 5/1/23

LOG OF BORING

CHOSEN VALLEY TESTING

CVT

PROJECT: 21623.23.MNS
Design Phase Geotechnical Evaluation
Willmar Tiny Homes
1409 14th Ave SE
Willmar, Minnesota

BORING: **B-03**

LOCATION:
See attached sketch.

DATE: 4/3/2023

SCALE: 1" = 4'

Elev. 1122.0	Depth 0.0	USCS Symbol	Description of Materials (ASTM D 2487/2488)	BPF	WL	Tests and Notes
1120.5	1.5	OL	TOPSOIL , Slightly Organic Silty Sand, trace Roots, trace Gravel, black, moist.			
			FILL , Silty Clayey Sand, fine grained, some Gravelly zones, trace roots, dark brown to black, moist.	14		MC = 12.5%
				7		MC = 15.4%
				11		MC = 61.4%
1112.5	9.5	SC SM	SILTY CLAYEY SAND , fine grained, trace Gravel, grey, water bearing, loose. (Glacial Till)	8		MC = 29.0%
				8	▽	MC = 19.2%
				4		MC = 26.6%
				7		MC = 14.2%
1097.1	24.9			9		MC = 17.0%
			End of boring. Water was encountered at 12 feet during drilling. Boring was sealed upon completion.			

CVT STANDARD 21623.23.MNS (WILLMAR TINY HOMES) GPJ LOG A GNN06.GDT 5/1/23

LOG OF BORING

CHOSEN VALLEY TESTING

CVT

PROJECT: 21623.23.MNS
Design Phase Geotechnical Evaluation
Willmar Tiny Homes
1409 14th Ave SE
Willmar, Minnesota

BORING: **B-04**

LOCATION:
See attached sketch.

DATE: 4/3/2023

SCALE: 1" = 4'

Elev. 1121.0	Depth 0.0	USCS Symbol	Description of Materials (ASTM D 2487/2488)	BPF	WL	Tests and Notes
		OL	TOPSOIL , Slightly Organic Silty Sand, trace Roots, trace Gravel, black, moist.			
1119.5	1.5		FILL , Silty Clayey Sand, fine grained, some Gravelly zones, dark brown to black, moist.	8		MC = 16.0%
				6		MC = 16.5%
1114.5	6.5	MU	MUCK , Organic Silt with SAND, trace Shells, black, wet.	4		MC = 55.6% OC = 6.6%
1113.0	8.0		(Swamp Deposit)			
			MARL , white, wet, rather soft. (Lacustrine)	5	▽	MC = 68.8%
1109.5	11.5	ML	SILT , grey, wet, rather soft. (Lacustrine)	4		MC = 36.9%
1107.0	14.0	SC SM	SILTY CLAYEY SAND , fine grained, trace Gravel, grey, water bearing, loose to medium dense. (Glacial Till)	5		MC = 32.5%
				6		MC = 10.4%
1096.1	24.9			30		MC = 9.9%
			End of boring. Water was encountered at 10 feet during drilling. Boring was sealed upon completion.			

CVT STANDARD 21623.23.MNS (WILLMAR TINY HOMES) GPJ LOG A GNN06.GDT 5/1/23

LOG OF BORING

CHOSEN VALLEY TESTING

CVT

PROJECT: 21623.23.MNS Design Phase Geotechnical Evaluation Willmar Tiny Homes 1409 14th Ave SE Willmar, Minnesota				BORING: B-05		
				LOCATION: See attached sketch.		
				DATE: 4/3/2023		SCALE: 1" = 4'
Elev. 1120.0	Depth 0.0	USCS Symbol	Description of Materials (ASTM D 2487/2488)	BPF	WL	Tests and Notes
1118.5	1.5	OL	TOPSOIL , Slightly Organic Silty Sand, trace Roots, trace Gravel, black, moist.			
			FILL , Silty Clayey Sand, fine grained, some Gravelly zones, dark brown to black, moist.	10		MC = 14.0%
				8		MC = 22.5%
1113.5	6.5	MU	MUCK , Organic Silt with SAND, trace Shells, black, wet. (Swamp Deposit)	2	▽	MC = 62.8% OC = 8.9%
1111.0	9.0		MARL , white, wet, rather soft. (Lacustrine)	4		MC = 96.1%
1108.5	11.5	SC SM	SILTY CLAYEY SAND , fine grained, trace Gravel, grey, water bearing, loose to medium dense. (Glacial Till)	5		MC = 29.9%
				4		MC = 12.9%
				8		MC = 15.8%
1095.1	24.9			23		MC = 18.2%
			End of boring. Water was encountered at 7 feet during drilling. Boring was sealed upon completion.			

CVT STANDARD 21623.23.MNS (WILLMAR TINY HOMES) GPJ LOG A GNN06.GDT 5/1/23

LOG OF BORING

CHOSEN VALLEY TESTING

CVT

PROJECT: 21623.23.MNS
Design Phase Geotechnical Evaluation
Willmar Tiny Homes
1409 14th Ave SE
Willmar, Minnesota

BORING: **B-06**

LOCATION:
See attached sketch.

DATE: 4/3/2023

SCALE: 1" = 4'

Elev. 1120.0	Depth 0.0	USCS Symbol	Description of Materials (ASTM D 2487/2488)	BPF	WL	Tests and Notes
1118.5	1.5	OL	TOPSOIL , Slightly Organic Silty Sand, trace Roots, trace Gravel, black, moist.			
			FILL , Silty Clayey Sand, fine grained, some Gravelly zones, dark brown to black, moist.	16		MC = 11.6%
				8		MC = 11.7%
1113.5	6.5	MU	MUCK , Organic Silt with SAND, trace Shells, black, wet. (Swamp Deposit)	*		* N-value not valid. Sampler pushing gravel. MC = 44.2% OC = 7%
				*		* N-value not valid. Sampler pushing gravel. MC = 33.2%
1108.5	11.5	SC SM	SILTY CLAYEY SAND , fine grained, trace Gravel, grey, water bearing, loose. (Glacial Till)	10	▽	MC = 19.3%
				7		MC = 23.0%
				4		MC = 12.6%
1095.1	24.9			9		MC = 15.9%
			End of boring. Water was encountered at 12 feet during drilling. Boring was sealed upon completion.			

CVT STANDARD 21623.23.MNS (WILLMAR TINY HOMES) GPJ LOG A GNN06.GDT 5/1/23

UNIFIED SOIL CLASSIFICATION (ASTM D-2487/2488)

MATERIAL TYPES	CRITERIA FOR ASSIGNING SOIL GROUP NAMES			GROUP SYMBOL	SOIL GROUP NAMES & LEGEND	
COARSE-GRAINED SOILS >50% RETAINED ON NO. 200 SIEVE	GRAVELS >50% OF COARSE FRACTION RETAINED ON NO 4. SIEVE	CLEAN GRAVELS <5% FINES	Cu>4 AND 1<Cc<3	GW	WELL-GRADED GRAVEL	
			Cu>4 AND 1>Cc>3	GP	POORLY-GRADED GRAVEL	
		GRAVELS WITH FINES >12% FINES	FINES CLASSIFY AS ML OR CL	GM	SILTY GRAVEL	
			FINES CLASSIFY AS CL OR CH	GC	CLAYEY GRAVEL	
	SANDS >50% OF COARSE FRACTION PASSES ON NO 4. SIEVE	CLEAN SANDS <5% FINES	Cu>6 AND 1<Cc<3	SW	WELL-GRADED SAND	
			Cu>6 AND 1>Cc>3	SP	POORLY-GRADED SAND	
		SANDS AND FINES >12% FINES	FINES CLASSIFY AS ML OR CL	SM	SILTY SAND	
			FINES CLASSIFY AS CL OR CH	SC	CLAYEY SAND	
FINE-GRAINED SOILS >50% PASSES NO. 200 SIEVE	SILTS AND CLAYS LIQUID LIMIT<50	INORGANIC	PI>7 AND PLOTS>"A" LINE	CL	LEAN CLAY	
			PI>4 AND PLOTS<"A" LINE	ML	SILT	
		ORGANIC	LL (oven dried)/LL (not dried)<0.75	OL	ORGANIC CLAY OR SILT	
	SILTS AND CLAYS LIQUID LIMIT>50	INORGANIC	PI PLOTS >"A" LINE	CH	FAT CLAY	
			PI PLOTS <"A" LINE	MH	ELASTIC SILT	
		ORGANIC	LL (oven dried)/LL (not dried)<0.75	OH	ORGANIC CLAY OR SILT	
HIGHLY ORGANIC SOILS		PRIMARILY ORGANIC MATTER, DARK IN COLOR, AND ORGANIC ODOR		PT	PEAT	

Relative Proportions of Sand and Gravel	
TERM	PERCENT
Trace	< 15
With	15 - 29
Modifier	> 30
Relative Proportions of Fines	
TERM	PERCENT
Trace	< 5
With	5 - 12
Modifier	> 12
Grain Size Terminology	
TERM	SIZE
Boulder	< 12 in.
Cobble	3 in. - 12 in.
Gravel	#4 sieve to 3 in.
Sand	#200 sieve to #4 sieve
Silt or Clay	Passing #200 sieve

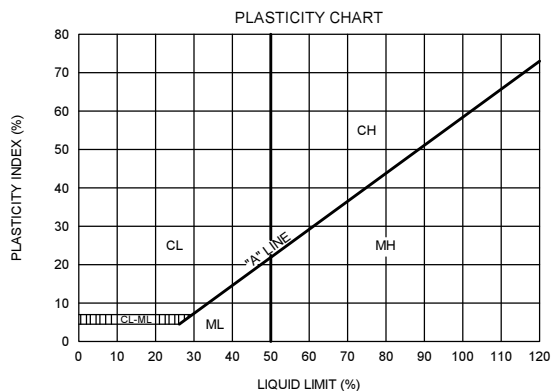
SAMPLE TYPES

- Hollow Stem
- Standard Penetration Test

TEST SYMBOLS

- | | | | |
|--------|----------------------|------|-----------------------------------|
| MC - | MOISTURE CONTENT | LL - | LIQUID LIMIT |
| OC - | ORGANIC CONTENT | PI - | PLASTISITY INDEX |
| CN - | CONSOLIDATION | SW - | SWELL TEST |
| DD - | DRY DENSITY | UU - | Unconsolidated Undrained triaxial |
| PP - | POCKET PENETROMETER | | |
| RV - | R-VALUE | | |
| SA - | SIEVE ANALYSIS | | |
| P200 - | % PASSING #200 SIEVE | | |

- WATER LEVEL (WITH TIME OF MEASUREMENT)



PENETRATION RESISTANCE (RECORDED AS BLOWS / 0.5 FT)				
SAND & GRAVEL		SILT & CLAY		
RELATIVE DENSITY	BLOWS/FOOT*	CONSISTENCY	BLOWS/FOOT*	COMPRESSIVE STRENGTH (TSF)
VERY LOOSE	0 - 4	VERY SOFT	0 - 1	0 - 0.25
LOOSE	4 - 10	SOFT	2 - 3	0.25 - 0.50
MEDIUM DENSE	10 - 30	RATHER SOFT	4 - 5	0.50 - 1.0
DENSE	30 - 50	MEDIUM	6 - 8	
VERY DENSE	OVER 50	RATHER STIFF	9 - 12	1.0 - 2.0
		STIFF	13 - 16	
		VERY STIFF	17 - 30	2.0 - 4.0
		HARD	OVER 30	OVER 4.0

* NUMBER OF BLOWS OF 140 LB HAMMER FALLING 30 INCHES TO DRIVE A 2 INCH O.D. (1-3/8 INCH I.D.) SPLIT-BARREL SAMPLER THE LAST 12 INCHES OF AN 18-INCH DRIVE (ASTM-1586 STANDARD PENETRATION TEST).

Chosen Valley Testing, Inc.

Job No. 12840.18.MNR

**LEGEND TO SOIL
DESCRIPTIONS**

CVT



QUOTE

QUOTE #

11035

DATE

06/2/2023

GoliathTech MN

8830 Xylite Street Northeast,
Blaine Minnesota
55449

Ph 612 605-3233
broy@goliathtechmn.com
<https://goliathtechmn.com/>

BILL TO Justin Paffrath JOB ADDRESS POB 935 Spicer MN 56288
POB 935 Spicer MN 56288

DESCRIPTION 6) 2 7/8" piles with 15" helix installed to 28'
Preliminary quote and subject to engineering
deck piles not included on this quote

ITEM	QTY	UNIT PRICE	AMOUNT
INSTALL278 Install Charge for 2 7/8 Piles	6	\$60.00	\$360.00
GTEXBOLT278 Bolt kit (2 bolts and 2 nuts) for 2 7/8 Extensions (56 units/box) *Price is per unit	18	\$6.69	\$120.42
GTEX2787 7 Foot Extension (0.250 wall) for 2 7/8" Pile	18	\$205.00	\$3,690.00
7EX278INSTALL Installation Charge for 7' Extension 2 7/8	18	\$50.00	\$900.00
GTPI27815 Screw Pile of 2 7/8 (0.250 wall) with a 15" Helix	6	\$484.42	\$2,906.52
GTBRST278ROD 5" 1/4 Plate Fixed Structural non adjustable Head for 2 7/8" Pile with rebars	6	\$78.51	\$471.06
SUBTOTAL			\$8,448.00

How To Accept

QUOTE #11035
Total amount \$8,448.00

To accept this quote, please call or email us using the details at the top of the page. By accepting this quote, I accept the prices and I accept the warranty terms and conditions as stated on our web site: www.goliathtechpiles.com. I also agree to pay in full the amount due under this contract at completion of the contract without exception and I agree to pay any requested deposits or partial advance payments agreed upon verbally or in writing. Any alteration from the above quote specification may result in a price change. Some examples of such alterations may include: large rocks are encountered, excavation is required, extensions are required, if helix sizes must be increased or decreased to achieve the required torque or if additional parts are required to complete the job. GoliathTech Corporation and or its franchisees are not responsible for any underground pipes, wires or obstacles that may be hidden or not located properly and we are not responsible for any soil movement or damage to the structure that may occur during the installation of our products and are not responsible for cosmetic damages that may occur during the installation of our products.

Thank you for your business, have a great day!



QUOTE

QUOTE #

11035

DATE

06/2/2023

GoliathTech MN

8830 Xylite Street Northeast,
Blaine Minnesota
55449

Ph 612 605-3233
broy@goliathtechmn.com
<https://goliathtechmn.com/>

TAX

\$0.00

TOTAL \$8,448.00

How To Accept

QUOTE #11035

Total amount \$8,448.00

To accept this quote, please call or email us using the details at the top of the page. By accepting this quote, I accept the prices and I accept the warranty terms and conditions as stated on our web site: www.goliathtechpiles.com. I also agree to pay in full the amount due under this contract at completion of the contract without exception and I agree to pay any requested deposits or partial advance payments agreed upon verbally or in writing. Any alteration from the above quote specification may result in a price change. Some examples of such alterations may include: large rocks are encountered, excavation is required, extensions are required, if helix sizes must be increased or decreased to achieve the required torque or if additional parts are required to complete the job. GoliathTech Corporation and or its franchisees are not responsible for any underground pipes, wires or obstacles that may be hidden or not located properly and we are not responsible for any soil movement or damage to the structure that may occur during the installation of our products and are not responsible for cosmetic damages that may occur during the installation of our products.

Thank you for your business, have a great day!

COMMERCIAL PROPERTY PURCHASE AGREEMENT

This Commercial Property Purchase Agreement is made this 8th day of NOVEMBER, 2022, by and between Justin Paffrath, hereinafter referred to as "Buyer", and the City of Willmar, a municipal corporation under the laws of Minnesota, hereinafter referred to as "Seller."

RECITALS

1. Seller is the owner of certain real estate located at Pleasant View Dr. SE in the City of Willmar, Kandiyohi County, Minnesota, as legally described on the attached Exhibit A, together with all improvements thereon (the "Property").
2. Buyer desires to acquire Seller's interest in the Property by voluntary sale.
3. Seller is willing to sell its interest in the Property "as is" without making any representations or warranties as to the condition of the Property or its suitability to Buyer's purposes.

AGREEMENT

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

1. Offer/Acceptance. Buyer agrees to purchase and Seller agrees to sell the Property under the terms and conditions set forth in this Agreement.
2. Purchase Price. The purchase price for the Property shall be thirty-two thousand Dollars (\$32,000.00), payable as follows:
 - a. One Thousand Dollars (\$1,000.00) as earnest money ("Earnest Money"), which Earnest Money shall be held by Seller, the receipt of which Seller hereby acknowledges; and
 - b. The full balance, Thirty-One Thousand Dollars (\$31,000.00), in immediately available funds, to be paid on the Closing Date.
3. No Representations or Warranties. Seller agrees to quit claim the Property to Buyer on the Closing Date without making any representations or warranties about the condition of the Property, and Buyer agrees to accept the Property "as is", subject to the terms and conditions herein contained.
4. Seller's Reserved Interests; Restrictions and Covenants. Seller's conveyance of the Property to Buyer shall be subject to interests reserved to the Seller and restrictions and covenants as follows:

a. Option to Repurchase. Seller and its successors and assigns shall retain a conditional option to repurchase the Property valid for a period of two (2) years from and after the Closing Date for an amount equivalent to the Purchase Price. Seller's option shall only vest upon Buyer's failure to commence construction of a tiny home community on the Property within one (1) year after the Closing Date. For purposes of this section, construction is considered to be commenced upon the beginning of physical improvements beyond grading. Seller may, in its sole discretion and judgment, at any time after the vesting of such option and before the earlier of (i) Buyer's commencement of construction on the Property, or (ii) the expiration of Seller's option, exercise the option to repurchase as provided herein.

b. Permanent Easements. Seller and its assigns shall retain, for the use and benefit of the public, the following easement(s): **INSERT**

5. Closing Date. The closing shall take place at Willmar City Hall, 333 Sixth Street Southwest, Willmar, Minnesota, 56201, or at such other place as may be agreed to mutually by the parties, on a date mutually agreed to by the parties, but no later than thirty (30) days after the Inspection/Due Diligence Period described in Section 13 has expired or is waived in writing by Buyer, subject to extension for title curative matters pursuant to Section 10 (the "Closing Date"). Seller agrees to deliver possession of the Property to Buyer on the Closing Date.

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

a. Quit Claim Deed. A duly executed quit claim deed, conveying the entirety of Seller's interest in the Property to Buyer.

b. Seller's Affidavits. Seller shall provide a standard owner's affidavit and/or indemnity which may be reasonably required by the Title Company to issue an owner's policy of title insurance conforming to the requirements of Section 10 of this Agreement.

c. Well Certificate. If there are wells on the Real Property, a Well Certificate in the form required by Minn. Stat. § 103I.

d. Other Affidavits. Any other affidavits or certificates that may be required under Minn. Stat. § 116.48, Subd. 6, or Sect. 115B.16 or other provisions of law.

e. Abstract. The abstract of title or the owner's duplicate certificate of title for the Real Property, if the same is in the Seller's possession.

- f. Other. Such other documents as may reasonably be required to transfer fee title to the Property to Buyer and to enable the Title Company to provide the Title Policy as required by this Agreement.
- 7. Buyer's Closing Obligations. On the Closing Date, Buyer will deliver to Seller the Purchase Price (less the Earnest Money previously paid to Seller), by check or wire.
- 8. Contingencies.
 - a. Buyer's Contingencies. The obligation of the Buyer to perform under this Purchase Agreement is contingent upon the timely occurrence or satisfaction of each of the following conditions:
 - i. On the Closing Date, title to the Property shall be acceptable to Buyer in accordance with the provisions of Section 10.
 - ii. The Inspection Period described in Section 13, shall have expired without Buyer's termination of the Purchase Agreement.
 - iii. Buyer has obtained financing or otherwise obtained funds sufficient to enable it to pay the Purchase Price.
 - iv. The contingencies in this section are solely for the benefit of, and may at any time be waived by, the Buyer. If any approval as provided herein is not obtained by the Closing Date, this Agreement shall be null and void, and in this event Seller may retain the earnest money paid by Buyer.
 - b. Seller's Contingencies. The obligation of the Seller to perform under this Purchase Agreement is contingent upon the timely occurrence or satisfaction of each of the following conditions:
 - i. The City Planning Commission shall review the sale and provide a recommendation on the proposed conveyance as required by City Charter, Section 4.02, subd. 8.
 - ii. The Willmar City Council shall pass an ordinance authorizing the sale of the Property to Buyer consistent with the terms of this Agreement as required by Section 2.12, subdivision 1(G) of the City's Home Rule Charter.
 - iii. Buyer shall have performed all of its obligations required to be performed by Buyer under this Agreement as and when required under this Agreement.

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

- a. Title Insurance and Closing Fee. Buyer will pay all costs of the Title Commitment and all premiums required for the issuance of the Title Policy. Buyer will pay all costs relating to the title examination of the Property. Seller and Buyer will each pay half of any closing fee imposed by the Title Company. All other costs charged by the Title Company will be prorated as is normal and customary in the county in which the Property is located.
- b. Deed Tax. Buyer shall pay the state deed tax as required in order to convey the Property to Buyer.
- c. Real Estate Taxes and Special Assessments. General real estate taxes and installments of special assessments payable therewith payable in the year prior to the year of Closing and all prior years will be paid by Seller. General real estate taxes and installments for special assessments payable in the year of closing shall be prorated such that Seller shall pay such portion of such taxes and assessments attributable to the period beginning on January 1 of the year in which the Closing Date takes place and continuing through and including the Closing Date and Buyer shall pay such portion of such taxes attributable to the period beginning on the first day after the Closing Date takes place. If general real estate taxes due and payable during the year in which the Closing Date takes place have not yet been determined as of the Closing Date, Buyer and Seller shall prorate based on the last tax statement available.
- d. Recording Costs. Buyer will pay the cost of recording Seller's quit claim deed and Well Certificate, if any. Seller shall pay the cost of recording any documents necessary to perfect its own title or which release encumbrances other than Permitted Encumbrances.
- e. Other Costs. All other operating costs of the Property will be allocated between Seller and Buyer as of the Closing Date, so that Seller pays that part of such other operating costs accruing on or before the Closing Date, and Buyer pays that part of such operating costs accruing after the Closing Date.
- f. Attorneys' Fees. Each of the parties will pay its own attorneys', accountants', and consultants' fees.

10. Title. Seller shall quit claim the entirety of its interest in the Property to Buyer, and Buyer shall have the opportunity to satisfy itself that Seller's interest in the Property is free of encumbrances other than easements and restrictions of

record which do not materially interfere with Buyer's intended use of the Property and Permitted Exceptions as provided herein.

- a. Title Commitment. Buyer may at any time during the Inspection Period, obtain at its sole cost and expense, a title commitment ("Title Commitment") covering the Property and binding the title company ("Title Company") to issue at closing a current form ALTA Owner's Policy of Title Insurance ("Title Policy") in the full amount of the purchase price hereunder. Within thirty (30) days of the effective date of this Agreement, Seller shall deliver to Buyer one or more Abstracts of Title, if the same are in Seller's possession, covering all parcels that make up the Property.
- b. Objections. Within fifteen (15) business days after delivery of the Title Commitment to Buyer from its Title Company, Buyer may deliver to Seller such written objections as Buyer may have to the form and content contained therein. Seller shall make commercially reasonable efforts to satisfy such objections prior to the Closing Date.
- c. Buyer's Rights if Seller Fails to Cure Objections. If Seller delivers written notice to Buyer on or before the Closing Date that Seller is unable to satisfy any objection or if, for any reason, Seller is unable to convey title satisfactory to Buyer in accordance herewith, Buyer may, as Buyer's exclusive remedies, waive such objections and accept such title as Seller is able to convey or terminate this Agreement by written notice to Seller and receive a refund of the earnest money, provided that such termination notice must be delivered on or before the Closing Date.
- d. Permitted Exceptions. The following shall be deemed to be permitted exceptions:
 - (1) Building and zoning laws, ordinances, state and federal regulations; and
 - (2) The lien of real property taxes payable in the year of Closing which by the terms of this Agreement are to be paid or assumed by Buyer.
 - (3) Matters contained in any title commitment or survey which Buyer is in possession of and for which Buyer does not make any objection to or waives any objection to and proceeds to closing on the Property.

11. Operation Prior to Closing. During the period from the date of Seller's acceptance of this Agreement to the Closing Date (the "Executory Period"), Seller shall operate and maintain the Property in the ordinary course of business in

accordance with prudent, reasonable business standards, including the maintenance of adequate liability insurance and any currently-maintained insurance against loss by fire, windstorm and other hazards, casualties and contingencies, including vandalism and malicious mischief, provided, that Seller will not enter into any new leases, or renew any lease terms (other than on a month-to-month basis), or modify or terminate any lease, or accept the surrender of any leased premises, without the written consent of Buyer, which consent shall not be unreasonably withheld or delayed.

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

13. Inspection/Due Diligence Period. Buyer shall have **547 (five hundred forty-seven)** days from the effective date of this Purchase Agreement, subject to a reasonable extension if necessary pursuant to Section 12.c. below (the "Inspection/Due Diligence Period"), to (i) conduct such surveys, reviews, inspections and tests of the Property as Buyer in its sole discretion deems necessary or advisable, (ii) conduct a Phase I environmental site assessment of the Property and, if recommended in the Phase I assessment, a Phase II environmental site assessment of the Property, and (iii) obtain such federal, state and local governmental approvals and permits as Buyer in its sole discretion deems necessary or advisable for Buyer's proposed development and use of the Property. Such inspection/due diligence by Buyer shall include, but not necessarily be limited to, the following:

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

development and use thereof that are objectionable to Buyer in Buyer's sole discretion, Buyer shall have the right to terminate this Purchase Agreement by giving written notice of termination to Seller no later than the end of the Inspection/Due Diligence Period and in such case, any Earnest Money shall be promptly refunded to Buyer. For purposes of this Section, objectionable information or conditions means: (1) that the item or component being inspected is not fit for its intended purpose, that it is in violation of a public law, code or regulation, that it needs replacement, cleaning, repairs or service, or that it is missing essential parts; or, (2) that an environmental condition (such as for example radon, mold, well water contamination, asbestos, soil contamination, noise or vibration) exists at levels that are unacceptable to Buyer. However, an item or component is not in objectionable condition if its only imperfections are cosmetic or signs of wear and tear or diminished effectiveness associated with an item or component of its age, or because it is not new or perfect, or because it is legally nonconforming under current law.

- c. In the event that the Phase I environmental site assessment of the property conducted by Buyer recommends that a Phase II environmental site assessment of the property be completed, the parties shall agree to extend of the Inspection/Due Diligence Period as reasonably necessary to allow such Phase II environmental site assessment to be completed, and any other applicable time periods established herein shall be extended by the same amount of time as the Inspection/Due Diligence Period extension.

14. Purchase "As-Is". Subject to Buyer's right to terminate this Agreement during the Inspection/Due Diligence Period (Section 13), Buyer agrees to accept the condition of the Property, including specifically without limitation, the environmental and geological condition of the Property, in an "AS-IS" and with "ALL FAULTS" condition. Buyer's acceptance of title to the Property shall represent Buyer's acknowledgment and agreement that, except as expressly set forth in this Agreement: (i) Seller has not made any written or oral representation or warranty of any kind with respect to the Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose), (ii) Buyer has not relied on any written or oral representation or warranty made by Seller, its agents or employees with respect to the condition or value of the Property, (iii) Buyer has had an adequate opportunity to inspect the condition of the Property, including without limitation, any environmental testing, and to inspect documents applicable thereto, and Buyer is relying solely on such inspection and testing, and (iv) the condition of the Property is fit for Buyer's intended use. Buyer agrees to accept all risk of Claims (including without limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) whether past, present or future, existing or contingent, known or unknown, arising out of, resulting from or relating to the condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including

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

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

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

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

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

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

If to Buyer: Justin Paffrath
PO Box 935
Spicer, MN 56288

If to Seller: City Administrator
City of Willmar

333 Sixth Street Southwest
Willmar, MN 56201

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

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

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

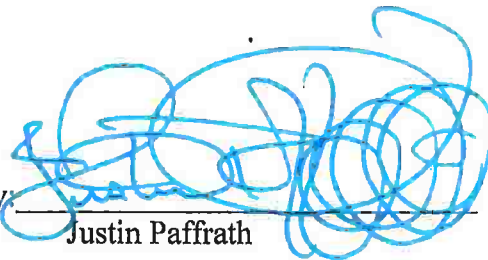
18. Controlling Law. The Parties acknowledge and agree that each has been given the opportunity to independently review this Agreement with legal counsel, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of this Agreement. The Parties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

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

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

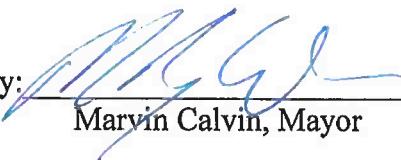
IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed on the date above written.

BUYER:

By: 
Justin Paffrath

SELLER:

CITY OF WILLMAR

By: 
Marvin Calvin, Mayor

By: 
Leslie Valiant, City Administrator

EXHIBIT A
LEGAL DESCRIPTION

Lots 3, 2, 1 & Outlot A Block 1 Fourth Addition Pleasant View



City Council Action Request

Council Meeting Date:	July 17, 2023	Agenda Item Number:	10.G.
Agenda Section:	Regular Business	Originating Department:	Police Department
Resolution:	No	Prepared By:	Kyle Box, City Operations Director
Ordinance:	Yes	Presented By:	Jim Felt, Police Chief
Item:	Introduction of an Ordinance Regulating Massage Therapy Businesses and Massage Therapists in the City of Willmar		

RECOMMENDED ACTION:

1. Introduce the Ordinance and set a public hearing for August 7, 2023, at 6:30 PM
2. Publish the Ordinance by Summary

OVERVIEW:

The purpose of this ordinance is to prohibit massage businesses and services to the public except those licensed as massage therapy businesses and massage therapists pursuant to this Article. The licensing regulations prescribed herein are necessary to protect the profession and reputation of legitimate massage therapy businesses, to ensure physical facilities are clean, well maintained, and safe, to prevent criminal activity, and to protect the health, safety, and general welfare of the community. This amendment creates a new article, Article X, within Chapter 8 of the Willmar Municipal Code

BUDGETARY/FISCAL ISSUES:

NA

ALTERNATIVES TO CONSIDER:

None Recommended

ATTACHMENTS:

1. Massage therapy business licensing DRAFT ordinance (v7) 110622
2. Draft massage therapy business licensing ordinance_CLEAN
3. Summary publication of Massage Therapy Businesses Amendments

ORDINANCE NO. _____

AN ORDINANCE REGULATING MASSAGE THERAPY BUSINESSES
AND MASSAGE THERAPISTS IN THE CITY OF WILLMAR

The City Council of the City of Willmar hereby ordains as follows:

Section 1. AMENDMENT OF MUNICIPAL CODE, CHAPTER 8, LICENSES, PERMITS
AND BUSINESS REGULATIONS. Chapter 8 of the Willmar Municipal Code is hereby
amended by adding a new Article X, Massage Therapy Business and Massage Therapist
Licenses, regulating massage therapy businesses and massage therapists in the City of Willmar,
as follows:

ARTICLE ~~IX~~. – MASSAGE THERAPY BUSINESS AND MASSAGE THERAPIST
LICENSES

DIVISION 1. – GENERALLY.

Sec. 8-~~301~~321. – Purpose.

The purpose of this ordinance is to prohibit massage businesses and services to the public except those licensed as massage therapy businesses and massage therapists pursuant to this Article. The licensing regulations prescribed herein are necessary to protect the profession and reputation of legitimate massage therapy businesses, to ensure physical facilities are clean, well maintained and safe, to prevent criminal activity, and to protect the health, safety, and general welfare of the community. The purpose of this Article is not to impose restrictions or limitations on the freedom of protected speech or expression.

Sec. 8-~~302~~322. – Findings of the city council.

The City Council of the City of Willmar makes the following findings regarding the need to license massage therapy businesses and massage therapists and to prohibit all other types of massage businesses and services to the public:

- (a) Persons who have bona fide and standardized training in therapeutic massage, health, and hygiene can provide a legitimate and necessary service to the general public.
- (b) Health and sanitation regulations governing massage therapy businesses and massage therapists can minimize the risk of the spread of communicable diseases and can promote overall health and sanitation.
- (c) License qualifications for the restrictions on massage therapy businesses and massage therapists can minimize the risk that such businesses and persons will facilitate prostitution and other criminal activity in the community.
- (d) Massage services provided by persons with no specialized and standardized training in massage can endanger citizens by facilitating the spread of

communicable diseases, by exposing citizens to unhealthy and unsanitary conditions, and by increasing the risk of personal injury.

- (e) Massage businesses which employ persons with no specialized and standardized training can tax city law enforcement services because such businesses are more likely to be operated as fronts for prostitution and other criminal activity than operations established by persons with specialized and standardized training.
- (f) The training of professional massage therapists at accredited institutions is an important means of ensuring the fullest protection of the public health, safety, and welfare.

Sec. 8-~~303~~323. – Definitions.

Unless specifically defined below, words or phrases used in this ordinance must be interpreted according to common usage and so as to give this ordinance its most reasonable application. For the purpose of this Article, certain words and terms are hereby defined as follows:

- (a) *Accredited Institution* means an educational institution holding accredited status approved by the United States Department of Education, a regional accrediting agency approved by the United States Department of Education, the Minnesota Office of Higher Education or the state agency having jurisdiction over the educational institution.
- (b) *Issuing Authority* means the City Clerk or his or her designee.
- (c) *Massage Therapist* means a person who practices or administers therapeutic massage to another for a fee or other consideration paid either directly or indirectly. A person licensed as a medical doctor, chiropractor, osteopath, podiatrist, licensed nurse, physical therapist, athletic coach, director or trainer, beautician (cosmetologist) or barber who confined his or her treatment to the scalp, face, and neck or the lower leg and feet in the case of a pedicure shall not be deemed to be a massage therapist.
- (d) *Massage Therapy or Therapeutic Massage* means scientific health care or health maintenance techniques or procedures carried out by a massage therapist involving any method of applying pressure on, or friction against, or the rubbing, stroking, kneading, tapping, pounding, vibrating, stimulating, stretching, or rolling of the external parts of the human body with the hands or with the aid of any mechanical or electrical apparatus, or other appliances or devices, with or without such supplementary aids as rubbing alcohol, liniment, antiseptic, oil, powder, cream, lotion, ointment, or other similar preparation,

for the purpose of easing mental and physical tension, the breaking up of fatty tissues, relaxing muscles, or alleviating muscle spasms, and the improvement of circulation through the body.

- (e) *Massage Therapy Business* means any enterprise, establishment, or operation, whether under control of an individual or legal entity, providing or offering to provide massage therapy services within the city for a fee or other consideration paid either directly or indirectly, that:
 - (1) Has one or more massage therapists, other than the owner, employed or contracted to provide massage therapy services for the massage therapy business; or
 - (2) Is located in a fixed location in a nonresidential district within the city wherein massage therapy services are provided. Any health or medical facility, office, or clinic operated by state licensed medical professional(s) or any health or medical-related business operated by state-licensed medical professionals which provides therapeutic massage services to its patients shall not be deemed to be a massage therapy business.
- (f) *Person* means any individual, firm, association, partnership, corporation, joint venture, or combination of individuals.

DIVISION 2. – LICENSES.

Sec. 8-~~304~~324. – License required.

- (a) *Massage Therapist License*. It shall be unlawful for any person to practice, administer, or provide or offer to provide therapeutic massage services within the city without a license therefore issued by the city pursuant to this Article.
- (b) *Massage Therapy Business License*. It shall be unlawful for any person or entity to operate a massage therapy business within the city without first having obtained a license from the city pursuant to this Article. The owner/operator of a massage therapy business need not be licensed as a massage therapist if he or she does not at any time practice, administer or engage in massage therapy.

Sec. 8-~~305~~325. – Exceptions.

This Article shall not apply to, and no massage therapist license or massage therapy business license shall be required for, any of the following:

- (a) Health care offices, clinics or facilities owned by the state or any of its agencies or political subdivisions.
- (b) Persons duly licensed or registered in this state to practice medicine, surgery, osteopath, chiropractic, physical therapy, podiatry or registered nurses provided the massage is administered in the regular course of the medical

business as it prepares the patient for a medical procedure or complements a medical procedure previously performed on the patient and is not provided as part of a separate and distinct massage business.

- (c) Persons duly licensed by this State as beauty culturists or barbers, who do not give or hold themselves out as giving massages or other services, other than those customarily given in such shops and places of business for beautification only. Massages customarily given by beauty culturists will be limited to the areas of head, neck and shoulders; hand and lower arms to the elbow; foot and ankle, and for barbers, to areas of the head, neck and shoulders.
- (d) Hospitals, clinics, nursing homes, hospices, or group homes established for the hospitalization or care of human beings provided the massage is administered only to the residents or patients of the facility as part of their care and not provided as part of a separate and distinct massage business.
- (e) Persons working as employees of or solely under the direction and control of a medical professional duly licensed under Minnesota Statutes, Chapters 147-147F and 148-148F, as the same may be amended from time to time.
- (f) Persons working as employees of or solely under the direction and control of a health care office, clinic or facility owned by the state or any of its agencies or political subdivisions.
- (g) Persons working as athletic coaches, directors and trainers as employees of or solely under the direction and control of public or private schools.
- (h) Accredited institutions and students of accredited institutions which provide an accredited program of study or course work in massage therapy, provided that the massage is provided during and as a part of the course or clinical component of the institution's program or course work, the students are identified to the public as students of massage therapy, and the students are supervised by an instructor while performing the massage.
- (i) Persons providing temporary massage services, such as "chair massage" provided that all of the following requirements are met:
 - (1) The massage is provided in a place of business where the massage can easily be seen by employees and visitors.
 - (2) Massages are offered at the place of business no more than ten (10) days per calendar year;
 - (3) Each recipient of a massage remains in an upright position during the massage, either in a seated or standing position; and

- (4) Each recipient of a massage remains fully clothed in the normal daytime attire worn when he/she enters the place of business and does not remove any clothing, except outerwear, such as a coat or jacket.

Sec. 8-~~306~~326. – License application.

(a) *Massage Therapy Business License Application.* An application for a massage therapy business license, on a form supplied by the city, shall be filed, along with all required fees, with the issuing authority, and shall include the following information:

(1) *All Applicants.*

- a. Whether the applicant is an individual, corporation, partnership or other form of organization.
- b. Full name, address, date and place of birth, and telephone number of the applicant, all owners and operators, including the designated on-site manager or agent of the applicant.
- c. The name of the business if the business is to be operated under a name or designation other than the name of the applicant, together with a certified copy of the certificate required by Minnesota Statutes, Sections 333.01 and 333.02, as the same may be amended.
- d. The full name, address, date and place of birth, and telephone number of the natural person, designated by the applicant as the massage therapy business's on-site manager or agent, who shall be a resident as of the date of application of the State of Minnesota, along with the notarized consent of such person to take full responsibility for the conduct of the licensed business and serve as agent for service of notices and other process relating to such license.
- e. The applicant shall produce at the time of filing the application the applicant's proof of identification which may be established only by one of the following:
 1. A valid driver's license or identification card issued by Minnesota, or another state, or a province of Canada, and including the photograph and date of birth of the licensed person;
 2. A valid military identification card issued by the United States Department of Defense;

3. A valid passport issued by the United States or, in the case of a foreign national, by another nation.

For purposes of proof of identification, the “applicant” shall mean the natural person signing the application for a massage therapy business license and, if a different person, the on-site manager or agent listed in subparagraph (a)(1)(d) of this Section.

- f. The type, name, location and dates of every business or occupation the applicant has been engaged in during the preceding ten (10) years.
- g. Whether the applicant is currently licensed in other communities to perform massage therapy or operate a massage therapy business, and if so, a list of all such communities.
- h. Whether the applicant or any individual owning at least a five percent interest therein also owns an interest, as an individual or as part of a corporation, partnership, association, establishment, business or firm, in a license from any licensing authority for a massage-related business or to provide massage-related services that was revoked, suspended or denied by such licensing authority within the ten (10) years preceding the date the license application is submitted to the issuing authority pursuant to the requirements of this Section, and if so, the name of such licensing authority and date of such revocation, suspension or denial.
- i. Whether the applicant or any individual owning at least a five percent interest therein, or the applicant’s appointed on-site manager, has ever been convicted of any crime, or violation of any ordinance other than a minor traffic offense, and if so, the time, place, date(s) and offense(s) for which convictions were had.
- j. Proof of Workers’ Compensation Insurance as required by Minnesota law and other insurance coverage as required by this Article.
- k. Such other information as the city may reasonably require.

(2) *Individuals.*

- a. Full name, address, date and place of birth, and telephone number of the applicant.
- b. Whether the applicant has ever used or been known by a name other than the applicant’s name, and if so, the name or names and information concerning dates and places where used. This includes commonly used nicknames.

- c. Whether the applicant is a citizen of the United States or has the legal authority work in the United States.
- d. Street addresses at which the applicant has lived during the preceding ten (10) years and dates at which the applicant resided at each such address.
- e. Names, addresses and date of the applicant's and on-site manager's or agent's employers for the preceding ten (10) years.
- f. Whether the applicant has ever been engaged providing massage therapy services or operating a massage therapy business. If so, the applicant shall furnish information as to the name, place, dates and length of time of the involvement of all such operations.
- g. Such other information as the city may reasonably require.

(3) Partnerships.

- a. The full name(s), address(es), date and place of birth, and financial interest of all general partners and all of the information concerning each general partner that is required of individual applicants in subparagraph (a)(2) of this Section.
- b. The full name(s), address(es), date and place of birth and telephone number of the managing partner(s) and the interest of each managing partner in the business.
- c. A copy of the partnership agreement.
- d. Such other information as the city may reasonably require.

(4) Corporations and Other Organizations.

- a. The name of the corporation or organization, and if incorporated, the state of incorporation.
- b. A copy of the certificate of incorporation. If the applicant is a foreign corporation, a certificate of authority as required by Minnesota Statutes Section 303.06, as the same may be amended, shall be included.
- c. The name of the manager(s), proprietor(s) or other agents in responsible for the operations of the business and all of the information concerning each such manager, proprietor, or agent that is required of applicants in subsection (a)(2) of this Section.
- d. A list of all persons who own at least a five percent interest in the corporation or organization or who are officers of said corporation or organization, together with their addresses and all the

information concerning such persons as is required of applicants in subsection (a)(2) of this Section.

- e. Such other information as the city may reasonably require.

(5) *Premises Information.*

- a. The address and legal description of the premises where the massage therapy business is to be located, if proposed to have a fixed location in which the services are provided, together with a plan of the area showing dimensions, location of buildings, street access and parking facilities.
- b. Plans and specifications showing the interior and exterior design of the establishment; including space allocation and utilization, equipment layout, room finishes, and specifications of all massage equipment.
- c. The current status of the premises and establishment, including whether they are existing, planned, or under construction/renovation.
- d. The floor number, street number, suite number(s) and rooms where the massage services are to be conducted.
- e. Whether all real estate and personal property taxes that are due and payable for the premises where the massage therapy business will be located have been paid, and if not paid, the years and amounts that are unpaid.
- f. Such other information as the city may reasonably require.

(b) *Massage Therapist License Application.* An application for a massage therapist license, on a form supplied by the city, shall be filed, along with all required fees, with the issuing authority, and shall include the following information:

- (1) The applicant's full name, current address, and telephone number.
- (2) The applicant's current employer.
- (3) The applicant's employers for the previous five (5) years, including the employer's name, address and dates of employment.
- (4) The applicant's addresses for the previous five (5) years and dates at which the applicant resided at such addresses.
- (5) The applicant's date of birth, weight, height, color of eyes and color of hair.

- (6) Proof of identification, which may be established only by one of the following:
 - a. A valid driver's license or identification card issued by Minnesota, or another state, or a province of Canada, and including the photograph and date of birth of the licensed person;
 - b. A valid military identification card issued by the United States Department of Defense;
 - c. A valid passport issued by the United States or, in the case of a foreign national, by another nation.
- (7) Whether the applicant is a citizen of the United States or has the legal authority work in the United States.
- (8) Whether the applicant has ever used or been known by a name other than the applicant's name, and if so, the name or names and information concerning dates and places where used. This includes commonly used nicknames.
- (9) Proof of insurance coverage as required by this Article.
- (10) Whether the applicant has ever been convicted of any crime, or violation of any ordinance other than a minor traffic offense, and if so, the time, place, date(s) and offense(s) for which convictions were had.
- (11) Whether the applicant has had an interest in, as an individual or as part of a corporation, partnership, association, establishment, business or firm, a massage license that was denied, revoked or suspended within the last ten (10) years of the date the license application is submitted to the Issuing Authority, and if so, the name of such licensing authority and date of such revocation, suspension or denial.
- (12) The names, resident and business addresses and contact information of two individuals of good moral character and not related to the applicant or financially interested in the premises of the business, who may be referred to as the applicant's character.
- (13) Whether the applicant has ever been the subject of an investigation, public or private, criminal or non-criminal, in any way related to massage therapy.
- (14) One of the following:
 - a. Proof of successful completion of a minimum of 500 hours of therapeutic massage training/course work that includes subjects of anatomy, physiology, hygiene, ethics, massage theory and

research, and massage practice from an accredited institution or program; or

- b. A diploma or certificate of graduation from a comprehensive massage therapy program consisting of the course work stated in subparagraph (b)(14)(a) of this Section issued to the applicant from an accredited institution or an accredited program; or
- c. Proof of passing the National Certification Exam offered by the National Certification Board for Therapeutic Massage and Bodywork or proof of passing the Federation of State Massage Therapy Boards (FSMTB) Massage and Bodywork Licensing Examination (MBLEx); or
- d. Proof of having completed at least ~~350~~500 hours of therapeutic massage training/course work that includes subjects of anatomy, physiology, hygiene, ethics, massage theory and research and definitions, of this Article, and has practiced massage therapy in the City of Willmar, for compensation, for at least five years immediately preceding the date of the application. This form of eligibility will be accepted until January 1, 2021.

(15) Such other information as the city may reasonably require.

- (c) *Background Investigation.* The applicant shall submit with the completed application form an executed release of information authorizing the Chief of Police to obtain any information pertaining to the applicant's character or criminal history, which may be deemed confidential, private or privileged by the laws of the United States or of any state. The applicant will also submit additional information that may be required by the Planning Office, Health and Inspections Department, Police Chief and City Attorney. No person will make false statements in an application.
- (d) *Review and Investigation Fee.* At the time of each initial application, the applicant will pay in full a review and investigation fee. Review and investigation fees will be determined by the city council and included in the city's Fee Schedule. Where a new application is filed as a result of incorporation by an existing licensee and the ownership control and interest in the license are unchanged, no additional license fee will be required. The review and investigation fee will not be refunded.
- (e) *License Fee and License Year.* The annual license fee for the massage therapy business license and massage therapist license will be in the amount set forth in the city's Fee Schedule. A separate license will be obtained for each place of business. Licenses are valid from January 1 to December 31 in the year the

license is issued, unless revoked. Renewal application for the license must be made on or before December 1, prior to the next license term.

- (f) *Administrative Review.* Upon the filing of a new application for a license under this Article, together with the documents required to accompany the license, the issuing authority will coordinate the city's review of the application by city departments as necessary to determine whether the application satisfies the requirements of this Article, the city's zoning ordinance and comprehensive plan, and all requirements of the city and State relating to health and sanitation and building safety. The issuing authority shall approve or deny the application within 45 days of receipt of the complete license application. Upon the filing of a renewal application, the city will respond within a reasonable period of time.

Sec. 8-~~307~~327. – New construction and alterations of existing structures.

- (a) *Final Plans Reviewed.* Where a license to operate a massage therapy business is granted for premises on which new construction or alteration of existing structures is to occur, the applicant shall submit a set of detailed final plans showing interior and exterior design, including a site map and building layout. These plans shall be certified by a registered architect or engineer and submitted to the Building Inspections Division. The Building Inspections shall certify to the issuing authority that the final plans are or are not in conformance with the preliminary plans included in the application, and if not, whether such deviations from the preliminary plans are acceptable. The issuing authority shall then communicate either the city's approval of the final plans to the licensee or any changes to the final plans required by the Building Official.
- (b) *Certificate of Occupancy Required.* For premises on which new construction or alteration of existing structures is to occur, no license to operate a massage therapy business will be issued until a certificate of occupancy is issued by the city for such premises in accordance with the application and plans reviewed by the issuing authority. Prior to issuance of the certificate of occupancy, the Building Official shall certify to the issuing authority that construction was or was not in compliance with the final plans. Where the construction is found not to be in accordance with the final plans, the Building Official will state all significant deviations.
- (c) *Review of Deviations.* Where the certification to the issuing authority indicates that construction was not in accordance with the final plans, the issuing authority shall not issue the license, but will return the application, together with the final plans and a statement of deviations, unless all such deviations are independently approved by the city.

Sec. 8-~~308~~328. –License eligibility.

(a) *Massage Therapy Business License.* The issuing authority shall not issue a massage therapy business license to an applicant, or once issued, any such license may be revoked, under any of the following circumstances:

- (1) The applicant, any person who owns at least a five percent financial interest in the business, the appointed on-site manager or agent, or other person responsible for the operation of the business, is not 18 years of age or older at the time the application is submitted to the issuing authority.
- (2) The applicant, any person who owns at least a five percent financial interest in the business, the appointed on-site manager or agent, or other person responsible for the operation of the business, has been convicted of, or was charged with, but convicted of a lesser charge of a crime, or is under a stay of adjudication from a charge involving a violation of any massage therapy-related regulation, any prostitution-related offense, criminal sexual conduct, indecent exposure, surreptitious intrusion, disorderly house as defined by Minnesota Statutes, theft, felony drug offense, any crime of violence as defined by Minnesota Statutes, or any other similar crime or offense within five years of the date of application, and ~~who~~ has not shown competent evidence of sufficient rehabilitation and present fitness to perform the duties and responsibilities of a licensee as prescribed by Minnesota Statutes, Section 364.03, subd. 3, as the same may be amended.
- (3) The applicant, any person who owns at least a five percent financial interest in the business, the appointed on-site manager or agent, or other person responsible for the operation of the business, or the spouse of any such person, has had an interest in, as an individual or as part of a corporation, partnership, association, establishment, business or firm, a massage license that was denied, revoked or suspended within the last ten (10) years preceding the date the license application is submitted to the issuing authority.
- (4) The applicant, any person who owns at least a five percent financial interest in the business, the appointed on-site manager or agent, or other person responsible for the operation of the business, is not of good moral character or repute.
- (5) The applicant failed to identify the full name, address and date and place of birth of the natural person designated by the applicant as the massage therapy business's on-site manager or agent, along with the notarized written consent of such a person to take full responsibility for the conduct of the licensed premises and operation and serve as the agent for service of notices and other process related to the license.

- (6) The appointed on-site manager or agent is not a citizen of the United States or a resident alien and is legally prohibited from working in the United States.
- (7) The appointed on-site manager or agent is not a resident of the State of Minnesota on the date the license application is submitted to the issuing authority.
- (8) The applicant provided false, misleading or misrepresented information in the application submitted to the issuing authority.
- (9) The applicant is not the real party in interest of the business.
- (10) The applicant, any person who owns at least a five percent financial interest in the business, the appointed on-site manager or agent, or other person responsible for the operation of the business, has knowingly misrepresented or falsified information on a license application within the preceding ten (10) years preceding the date of the application.
- (11) The applicant or license holder has violated any of the regulations or requirements contained in Section 8-309 or any other provisions of this Article or any other city ordinance or state or federal law or regulation directly related to the occupation or business licensed under this Article as defined by Minnesota Statutes, Section 364.03, subd. 2, as the same may be amended, including all laws or regulations relating to health and sanitation laws and building safety, or has otherwise operated a massage therapy business or performed message therapy services in such a manner as to constitute a breach of the peace, or to constitute a menace to the health, safety or general welfare of the community. The charging of a violation or conviction is not required for non-renewal, suspension or revocation of a license.
- (12) The applicant has been denied a license under this Article within the preceding twelve (12) months.
- (13) The applicant, any person who owns at least a five percent financial interest in the business, the appointed on-site manager or agent, or other person responsible for the operation of the business, has engaged in fraud, misrepresentation or false statement made in the course of carrying on the occupation or business licensed under this Article.
- (14) The premises of a business licensed under this Article subject to final plan review pursuant to Section 8-307 has experienced a material variation from the actual plan and design of the premises from the plans approved thereunder.

- (15) The proposed fixed location or premises in which the massage therapy business proposes to provide massage therapy services is in conflict with the Willmar Zoning Code or the Comprehensive Plan.
- (16) The massage therapy business is proposed to be operated on premises on which property taxes, assessments, or other financial claims by the state, county, school district, or city that are due, delinquent and unpaid, provided the applicant or other entity in which the applicant has an interest has the legal duty to pay said taxes, assessments, or claims.
- (b) *Massage Therapist Licenses.* The issuing authority shall not issue a massage therapist license to an applicant, or once issued, any such license may be revoked, under any of the following circumstances:
 - (1) The applicant is not 18 years of age or older at the time the application is submitted to the issuing authority.
 - (2) The applicant has been convicted of, or was charged with, but convicted of a lesser charge of a crime, or is under a stay of adjudication from a charge involving a violation of any massage therapy-related regulation, any prostitution-related offense, criminal sexual conduct, indecent exposure, surreptitious intrusion, disorderly house as defined by Minnesota Statutes, theft, felony drug offense, any crime of violence as defined by Minnesota Statutes, or any other similar crime or offense within five years of the date of application, and who has not shown competent evidence of sufficient rehabilitation and present fitness to perform the duties and responsibilities of a licensee as prescribed by Minnesota Statutes, Section 364.03, subd. 3, as the same may be amended.
 - (3) The applicant has had an interest in, individually or as part of a corporation, partnership, association, establishment, business or firm, a massage license that was denied, revoked or suspended within the ten (10) years preceding the date the license application is submitted to the issuing authority.
 - (4) The applicant is not a citizen of the United States or a resident alien, and is legally prohibited from working in the United States.
 - (5) The applicant is not of good moral character or repute.
 - (6) The applicant provided false, misleading or misrepresented information on the application.
 - (7) The applicant has knowingly misrepresented or falsified information on a license application within the preceding ten (10) years.
 - (8) The applicant has violated any of the regulations or requirements contained in Section 8-309 or any other provisions of this Article or any

other city ordinance or state or federal law or regulation directly related to the occupation or business licensed under this Article as defined by Minnesota Statutes, Section 364.03, subd. 2, as the same may be amended, including all laws or regulations relating to health and sanitation laws and building safety, or has otherwise performed message therapy services in such a manner as to constitute a breach of the peace, or to constitute a menace to the health, safety or general welfare of the community. The charging of a violation or conviction is not required for non-renewal, suspension or revocation of a license.

- (9) The applicant is not affiliated with, employed by, or does not own an interest in a massage therapy business licensed by the city.
- (10) The applicant has not earned or did not provide:
 - a. Proof of successful completion of a minimum of ~~500-350~~500 hours of therapeutic massage training/course work that includes subjects of anatomy, physiology, hygiene, ethics, massage theory and research, and massage practice from an accredited institution or program; or
 - b. A diploma or certificate of graduation from a comprehensive massage therapy program consisting of the course work stated above in subparagraph (b)(10) of this Section issued to the applicant from an accredited institution or an accredited program; or
 - c. Proof of passing the National Certification Exam offered by the National Certification Board for Therapeutic Massage and Bodywork or proof of passing the Federation of State Massage Therapy Boards (FSMTB) Massage and Bodywork Licensing Examination (MBLEx); or
 - d. Proof of having completed at least 100 hours of therapeutic massage training/course work that includes subjects of anatomy, physiology, hygiene, ethics, massage theory and research and definitions, of this Article, and has practiced massage therapy in the city, for compensation, for at least five years immediately preceding the date of the application. This form of eligibility will be accepted until January 31, 2024~~2023~~.
- (11) The applicant has been denied a license under this Article within the preceding twelve (12) months.

DIVISION 3. – REGULATIONS.

Sec. 8-~~309~~329. –Restrictions and regulations.

- (a) When performing a massage, the massage therapist must require that the person who is receiving the massage have their breasts, buttocks, intergluteal cleft (buttocks crease), anus and genitals covered with clothing or a non-transparent material at all times. The massage therapist must have his or her breasts, buttocks, anus and genitals covered with clothing at all times.
- (b) A massage therapist must not intentionally touch or offer to touch the penis, scrotum, mons veneris, vulva, or vaginal area of a person.
- (c) Each license will be issued to the applicant only, and if issued for a fixed location or premises, only for such location or premises as identified on the license. No license may be transferred to another person or place. Massage therapy business licenses shall terminate upon any change in officers or ownership interests of the licensee, unless the change is approved by the council in which case the license shall only continue in force until the end of the license term.
- (d) Only massage therapists who are licensed by the city shall practice or provide therapeutic massage services for licensed massage therapy businesses or within licensed massage therapy business premises as identified in the license.
- (e) Each massage therapy business shall maintain in effect during the license period general liability insurance providing minimum coverage of \$1,000,000 combined single limit per occurrence. Each massage therapist shall maintain in effect during the license period professional liability insurance for the practice of massage providing minimum coverage of \$1,000,000. The licensee shall keep a current certificate documenting such insurance policies on file with the issuing authority at all times during the license period, which certificate(s) must state that no cancellation of such policy may be effective except upon 30 days' written notice to the city. Failure to maintain current documentation of the insurance policies required herein is grounds for immediate suspension and/or revocation of the license.
- (f) If a licensed massage therapy business's on-site manager or agent ceases to be located at the licensed premises or ceases to act in such capacity, the licensee shall appoint a successor and promptly inform the issuing authority of such appointment and submit the documentation required in Section 8-306(a)(1)(d) for such successor.
- (g) No customers or patrons will be allowed to enter the licensed premises after 9:00 p.m. and before 6:00 a.m. daily. Customers or patrons will not be allowed to remain upon the licensed premises after 9:30 p.m. and before 6:00 a.m. daily.
- (h) All massage therapy businesses shall post their rates for service in a prominent place in the entrance or lobby of the business.

- (i) Current massage license issued by the City of Willmar must be displayed in the front entry or corridor of the facility.
- (j) Credentials of all massage therapists must be maintained and available on any site where massage therapy services are performed.
- (k) All massage therapy businesses shall maintain with the issuing authority a current list of all employees of such licensed premises which includes all massage therapists licensed under this Article.
- (l) All places where massage therapy services are performed shall provide single-service disposable paper or clean linens to cover the table, chair, furniture, or area on which the patron receives the massage.
- (m) The massage therapist must wash his/her hands and arms with water and soap, antibacterial scrubs, alcohol or other disinfectants prior to and following each massage service performed.
- (n) Massage tables, chairs and other furniture on which massages are performed, must have surfaces that can be readily laundered and / or disinfected after each massage. These surfaces must be disinfected or changed following each massage performed. All modalities shall be performed on a raised massage therapy table, chair or massage therapy technique specific device.
- (o) Rooms must be adequately illuminated to allow for adequate cleaning purposes.
- (p) All places where massage therapy services are performed shall be maintained in good repair and in a sanitary condition and must take reasonable steps to prevent the spread of infections and communicable diseases on the premises.
- (q) Massage therapists must be in good health, without skin infections, and wear clean clothing when performing massage services.
- (r) Massage therapy businesses shall not contain, nor allow the use by any person, sleeping quarters or living spaces of any kind intended for habitation, including, but not limited to beds, cots or mattresses. Sleeping or living quarters must be physically separated from all places where massage therapy services are performed.
- (s) All massage therapy services must be performed within a building with a valid certificate of occupancy and not in or upon any vacant lot, lot, motor vehicle, trailer, tent or railroad car, including but not limited to structures not meant for human habitation.
- (t) Toilet rooms for employees and patrons are adequate and conveniently located.
- (u) All massage therapy services shall be performed on a raised massage therapy table or chair; no bed, mattress or other similar type equipment shall be allowed onsite except for a technique specific mat for therapists specifically trained in

those techniques. No modality may be performed that requires a massage therapist to stand on the massage therapy table or chair unless necessary due to size ratio of massage therapist/client.

- (v) Doors on massage therapy rooms shall not be locked or capable of being locked. Locks, latches or other devices intended to secure a door so as to prevent it from being opened by any person from either side of the door with or without a key cannot be present on any doors of rooms intended for massage therapy. One-room office/therapy studios may be exempted from this provision upon written application; however, such doors must be capable of being opened from the therapy area without the use of a key.
- (w) Massage therapy businesses shall not contain nor allow the use by any person of sleeping quarters or living spaces of any kind intended for habitation, including but not limited to beds, cots, or mattresses. Home-based enterprises shall not contain nor allow the use by any person of sleeping quarters or living spaces of any kind intended for habitation, including but not limited to beds, cots, or mattresses in any area where massage therapy services are performed.
- (x) No beer, liquor, narcotic drug, or controlled substance, as such terms are defined by Minnesota Statutes or the City Code, other than drugs which may be purchased over the counter, without a prescription, or those for which the individual has a prescription, shall be used or ingested or be present during any massage therapy session.

Sec. 8-~~310~~330. – Inspection by city officers and identification of employees.

Premises under which massage therapy services are being delivered, including licensed premises under a licensed massage therapy business, if any, shall be open to unannounced inspection by any public health, building, zoning, code or police officer during business hours to determine whether such business and premises are in compliance with this Article. All persons, as a condition to being issued a license under this Article, consent to such inspection by such officers. It is unlawful for any licensee or agent or employee of a licensee to hinder or prevent a city inspecting officer from making such inspection. Any person engaged in providing services in any licensed premises will identify themselves giving their true legal name and correct address upon demand by any police officer.

Sec. 8-~~311~~331. – Advertising.

Any advertising by a licensee or representative of the licensee of any potential unlawful, misleading, sexually explicit, obscene or erotic conduct at the licensed business or premises shall be prohibited.

Sec. 8-~~312~~332. – Responsible for conduct.

A licensee under this Article shall be responsible for all acts and conduct attributable to and in connection with massage therapy services provided by the licensee or occurring on the premises of the massage therapy business. The act of any employee or agent of the licensee shall be deemed to be the act of the licensee.

Sec. 8-~~313~~333. – Non-renewal, suspension or revocation of license.

Suspension, revocation, or non-renewal of any license issues pursuant to this Article shall be administered pursuant to Article X of this Chapter. In the event of multiple massage therapy business locations, any license suspension or revocation shall apply to all such locations within the city.

Sec. 8-~~314~~334. – Immediate suspension of license.

Notwithstanding anything to the contrary in this Chapter, the issuing authority or his or her designee may immediately suspend a license, if the licensee, or any person working on behalf of the licensee, is determined to be conducting business in an unlawful manner, any manner that constitutes a substantial hazard to the health, safety or general welfare of the public, or after repeated complaints received regarding unlawful conduct of the business practices or method of solicitation. The licensee will be given notice of the immediate suspension on site. The suspension will take place immediately. The licensee may request a hearing before the city council to review such suspension pursuant to Section 8-352.

Sec. 8-~~315~~335. – Ability to reapply after revocation.

The holder of a massage therapy business license or massage therapist license may not reapply for a new license for a period of ten (10) years following revocation of such license under this Article.

Sec. 8-~~316~~336. – Severability.

If any section, subsection, sentence, clause, or phrase of this Article is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Article. The city council hereby declares that it would have adopted the section in each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

Secs. 8-~~317~~337.—8-350. – Reserved.

Section 2. EFFECTIVE DATE. This ordinance shall be effective from and after 2023.

Passed by the City Council of the City of Willmar this _____ day of _____, 2023.

ATTEST: _____

Judy Thompson, City Clerk

Marvin Calvin, Mayor

VOTE: _____ PLOWMANSHULDES _____ O'BRIEN _____ DAVIS _____ ASMUS
_____ FAGERLIE _____ ASK _____ BUTTERFIELD _____ NELSEN

This Ordinance introduced by Council Member: _____

This Ordinance introduced on: _____

This Ordinance published on: _____

This Ordinance given a hearing on: _____

This Ordinance adopted on: _____

This Ordinance published on: _____

ORDINANCE NO. _____

AN ORDINANCE REGULATING MASSAGE THERAPY BUSINESSES
AND MASSAGE THERAPISTS IN THE CITY OF WILLMAR

The City Council of the City of Willmar hereby ordains as follows:

Section 1. AMENDMENT OF MUNICIPAL CODE, CHAPTER 8, LICENSES, PERMITS AND BUSINESS REGULATIONS. Chapter 8 of the Willmar Municipal Code is hereby amended by adding a new Article X, Massage Therapy Business and Massage Therapist Licenses, regulating massage therapy businesses and massage therapists in the City of Willmar, as follows:

ARTICLE X. – MASSAGE THERAPY BUSINESS AND MASSAGE THERAPIST
LICENSES

DIVISION 1. – GENERALLY.

Sec. 8-321. – Purpose.

The purpose of this ordinance is to prohibit massage businesses and services to the public except those licensed as massage therapy businesses and massage therapists pursuant to this Article. The licensing regulations prescribed herein are necessary to protect the profession and reputation of legitimate massage therapy businesses, to ensure physical facilities are clean, well maintained and safe, to prevent criminal activity, and to protect the health, safety, and general welfare of the community. The purpose of this Article is not to impose restrictions or limitations on the freedom of protected speech or expression.

Sec. 8-322. – Findings of the city council.

The City Council of the City of Willmar makes the following findings regarding the need to license massage therapy businesses and massage therapists and to prohibit all other types of massage businesses and services to the public:

- (a) Persons who have bona fide and standardized training in therapeutic massage, health, and hygiene can provide a legitimate and necessary service to the general public.
- (b) Health and sanitation regulations governing massage therapy businesses and massage therapists can minimize the risk of the spread of communicable diseases and can promote overall health and sanitation.
- (c) License qualifications for the restrictions on massage therapy businesses and massage therapists can minimize the risk that such businesses and persons will facilitate prostitution and other criminal activity in the community.
- (d) Massage services provided by persons with no specialized and standardized training in massage can endanger citizens by facilitating the spread of

communicable diseases, by exposing citizens to unhealthy and unsanitary conditions, and by increasing the risk of personal injury.

- (e) Massage businesses which employ persons with no specialized and standardized training can tax city law enforcement services because such businesses are more likely to be operated as fronts for prostitution and other criminal activity than operations established by persons with specialized and standardized training.
- (f) The training of professional massage therapists at accredited institutions is an important means of ensuring the fullest protection of the public health, safety, and welfare.

Sec. 8-323. – Definitions.

Unless specifically defined below, words or phrases used in this ordinance must be interpreted according to common usage and so as to give this ordinance its most reasonable application. For the purpose of this Article, certain words and terms are hereby defined as follows:

- (a) *Accredited Institution* means an educational institution holding accredited status approved by the United States Department of Education, a regional accrediting agency approved by the United States Department of Education, the Minnesota Office of Higher Education or the state agency having jurisdiction over the educational institution.
- (b) *Issuing Authority* means the City Clerk or his or her designee.
- (c) *Massage Therapist* means a person who practices or administers therapeutic massage to another for a fee or other consideration paid either directly or indirectly. A person licensed as a medical doctor, chiropractor, osteopath, podiatrist, licensed nurse, physical therapist, athletic coach, director or trainer, beautician (cosmetologist) or barber who confined his or her treatment to the scalp, face, and neck or the lower leg and feet in the case of a pedicure shall not be deemed to be a massage therapist.
- (d) *Massage Therapy or Therapeutic Massage* means scientific health care or health maintenance techniques or procedures carried out by a massage therapist involving any method of applying pressure on, or friction against, or the rubbing, stroking, kneading, tapping, pounding, vibrating, stimulating, stretching, or rolling of the external parts of the human body with the hands or with the aid of any mechanical or electrical apparatus, or other appliances or devices, with or without such supplementary aids as rubbing alcohol, liniment, antiseptic, oil, powder, cream, lotion, ointment, or other similar preparation, for the purpose of easing mental and physical tension, the breaking up of fatty tissues, relaxing muscles, or alleviating muscle spasms, and the improvement of circulation through the body.

- (e) *Massage Therapy Business* means any enterprise, establishment, or operation, whether under control of an individual or legal entity, providing or offering to provide massage therapy services within the city for a fee or other consideration paid either directly or indirectly, that:
 - (1) Has one or more massage therapists, other than the owner, employed or contracted to provide massage therapy services for the massage therapy business; or
 - (2) Is located in a fixed location in a nonresidential district within the city wherein massage therapy services are provided. Any health or medical facility, office, or clinic operated by state licensed medical professional(s) or any health or medical-related business operated by state-licensed medical professionals which provides therapeutic massage services to its patients shall not be deemed to be a massage therapy business.
- (f) *Person* means any individual, firm, association, partnership, corporation, joint venture, or combination of individuals.

DIVISION 2. – LICENSES.

Sec. 8-324. – License required.

- (a) *Massage Therapist License*. It shall be unlawful for any person to practice, administer, or provide or offer to provide therapeutic massage services within the city without a license therefore issued by the city pursuant to this Article.
- (b) *Massage Therapy Business License*. It shall be unlawful for any person or entity to operate a massage therapy business within the city without first having obtained a license from the city pursuant to this Article. The owner/operator of a massage therapy business need not be licensed as a massage therapist if he or she does not at any time practice, administer or engage in massage therapy.

Sec. 8-325. – Exceptions.

This Article shall not apply to, and no massage therapist license or massage therapy business license shall be required for, any of the following:

- (a) Health care offices, clinics or facilities owned by the state or any of its agencies or political subdivisions.
- (b) Persons duly licensed or registered in this state to practice medicine, surgery, osteopath, chiropractic, physical therapy, podiatry or registered nurses provided the massage is administered in the regular course of the medical business as it prepares the patient for a medical procedure or complements a medical procedure previously performed on the patient and is not provided as part of a separate and distinct massage business.

- (c) Persons duly licensed by this State as beauty culturists or barbers, who do not give or hold themselves out as giving massages or other services, other than those customarily given in such shops and places of business for beautification only. Massages customarily given by beauty culturists will be limited to the areas of head, neck and shoulders; hand and lower arms to the elbow; foot and ankle, and for barbers, to areas of the head, neck and shoulders.
- (d) Hospitals, clinics, nursing homes, hospices, or group homes established for the hospitalization or care of human beings provided the massage is administered only to the residents or patients of the facility as part of their care and not provided as part of a separate and distinct massage business.
- (e) Persons working as employees of or solely under the direction and control of a medical professional duly licensed under Minnesota Statutes, Chapters 147-147F and 148-148F, as the same may be amended from time to time.
- (f) Persons working as employees of or solely under the direction and control of a health care office, clinic or facility owned by the state or any of its agencies or political subdivisions.
- (g) Persons working as athletic coaches, directors and trainers as employees of or solely under the direction and control of public or private schools.
- (h) Accredited institutions and students of accredited institutions which provide an accredited program of study or course work in massage therapy, provided that the massage is provided during and as a part of the course or clinical component of the institution's program or course work, the students are identified to the public as students of massage therapy, and the students are supervised by an instructor while performing the massage.
- (i) Persons providing temporary massage services, such as "chair massage" provided that all of the following requirements are met:
 - (1) The massage is provided in a place of business where the massage can easily be seen by employees and visitors.
 - (2) Massages are offered at the place of business no more than ten (10) days per calendar year;
 - (3) Each recipient of a massage remains in an upright position during the massage, either in a seated or standing position; and
 - (4) Each recipient of a massage remains fully clothed in the normal daytime attire worn when he/she enters the place of business and does not remove any clothing, except outerwear, such as a coat or jacket.

Sec. 8-326. – License application.

- (a) *Massage Therapy Business License Application.* An application for a massage therapy business license, on a form supplied by the city, shall be filed, along with all required fees, with the issuing authority, and shall include the following information:

(1) *All Applicants.*

- a. Whether the applicant is an individual, corporation, partnership or other form of organization.
- b. Full name, address, date and place of birth, and telephone number of the applicant, all owners and operators, including the designated on-site manager or agent of the applicant.
- c. The name of the business if the business is to be operated under a name or designation other than the name of the applicant, together with a certified copy of the certificate required by Minnesota Statutes, Sections 333.01 and 333.02, as the same may be amended.
- d. The full name, address, date and place of birth, and telephone number of the natural person, designated by the applicant as the massage therapy business's on-site manager or agent, who shall be a resident as of the date of application of the State of Minnesota, along with the notarized consent of such person to take full responsibility for the conduct of the licensed business and serve as agent for service of notices and other process relating to such license.
- e. The applicant shall produce at the time of filing the application the applicant's proof of identification which may be established only by one of the following:
 1. A valid driver's license or identification card issued by Minnesota, or another state, or a province of Canada, and including the photograph and date of birth of the licensed person;
 2. A valid military identification card issued by the United States Department of Defense;
 3. A valid passport issued by the United States or, in the case of a foreign national, by another nation.

For purposes of proof of identification, the "applicant" shall mean the natural person signing the application for a massage therapy business license and, if a different person, the on-site manager or agent listed in subparagraph (a)(1)(d) of this Section.

- f. The type, name, location and dates of every business or occupation the applicant has been engaged in during the preceding ten (10) years.
- g. Whether the applicant is currently licensed in other communities to perform massage therapy or operate a massage therapy business, and if so, a list of all such communities.
- h. Whether the applicant or any individual owning at least a five percent interest therein also owns an interest, as an individual or as part of a corporation, partnership, association, establishment, business or firm, in a license from any licensing authority for a massage-related business or to provide massage-related services that was revoked, suspended or denied by such licensing authority within the ten (10) years preceding the date the license application is submitted to the issuing authority pursuant to the requirements of this Section, and if so, the name of such licensing authority and date of such revocation, suspension or denial.
- i. Whether the applicant or any individual owning at least a five percent interest therein, or the applicant's appointed on-site manager, has ever been convicted of any crime, or violation of any ordinance other than a minor traffic offense, and if so, the time, place, date(s) and offense(s) for which convictions were had.
- j. Proof of Workers' Compensation Insurance as required by Minnesota law and other insurance coverage as required by this Article.
- k. Such other information as the city may reasonably require.

(2) *Individuals.*

- a. Full name, address, date and place of birth, and telephone number of the applicant.
- b. Whether the applicant has ever used or been known by a name other than the applicant's name, and if so, the name or names and information concerning dates and places where used. This includes commonly used nicknames.
- c. Whether the applicant is a citizen of the United States or has the legal authority work in the United States.
- d. Street addresses at which the applicant has lived during the preceding ten (10) years and dates at which the applicant resided at each such address.

- e. Names, addresses and date of the applicant's and on-site manager's or agent's employers for the preceding ten (10) years.
- f. Whether the applicant has ever been engaged providing massage therapy services or operating a massage therapy business. If so, the applicant shall furnish information as to the name, place, dates and length of time of the involvement of all such operations.
- g. Such other information as the city may reasonably require.

(3) *Partnerships.*

- a. The full name(s), address(es), date and place of birth, and financial interest of all general partners and all of the information concerning each general partner that is required of individual applicants in subparagraph (a)(2) of this Section.
- b. The full name(s), address(es), date and place of birth and telephone number of the managing partner(s) and the interest of each managing partner in the business.
- c. A copy of the partnership agreement.
- d. Such other information as the city may reasonably require.

(4) *Corporations and Other Organizations.*

- a. The name of the corporation or organization, and if incorporated, the state of incorporation.
- b. A copy of the certificate of incorporation. If the applicant is a foreign corporation, a certificate of authority as required by Minnesota Statutes Section 303.06, as the same may be amended, shall be included.
- c. The name of the manager(s), proprietor(s) or other agents in responsible for the operations of the business and all of the information concerning each such manager, proprietor, or agent that is required of applicants in subsection (a)(2) of this Section.
- d. A list of all persons who own at least a five percent interest in the corporation or organization or who are officers of said corporation or organization, together with their addresses and all the information concerning such persons as is required of applicants in subsection (a)(2) of this Section.
- e. Such other information as the city may reasonably require.

(5) *Premises Information.*

- a. The address and legal description of the premises where the massage therapy business is to be located, if proposed to have a fixed location in which the services are provided, together with a plan of the area showing dimensions, location of buildings, street access and parking facilities.
 - b. Plans and specifications showing the interior and exterior design of the establishment; including space allocation and utilization, equipment layout, room finishes, and specifications of all massage equipment.
 - c. The current status of the premises and establishment, including whether they are existing, planned, or under construction/renovation.
 - d. The floor number, street number, suite number(s) and rooms where the massage services are to be conducted.
 - e. Whether all real estate and personal property taxes that are due and payable for the premises where the massage therapy business will be located have been paid, and if not paid, the years and amounts that are unpaid.
 - f. Such other information as the city may reasonably require.
- (b) *Massage Therapist License Application.* An application for a massage therapist license, on a form supplied by the city, shall be filed, along with all required fees, with the issuing authority, and shall include the following information:
- (1) The applicant's full name, current address, and telephone number.
 - (2) The applicant's current employer.
 - (3) The applicant's employers for the previous five (5) years, including the employer's name, address and dates of employment.
 - (4) The applicant's addresses for the previous five (5) years and dates at which the applicant resided at such addresses.
 - (5) The applicant's date of birth, weight, height, color of eyes and color of hair.
 - (6) Proof of identification, which may be established only by one of the following:
 - a. A valid driver's license or identification card issued by Minnesota, or another state, or a province of Canada, and including the photograph and date of birth of the licensed person;

- b. A valid military identification card issued by the United States Department of Defense;
 - c. A valid passport issued by the United States or, in the case of a foreign national, by another nation.
- (7) Whether the applicant is a citizen of the United States or has the legal authority work in the United States.
- (8) Whether the applicant has ever used or been known by a name other than the applicant's name, and if so, the name or names and information concerning dates and places where used. This includes commonly used nicknames.
- (9) Proof of insurance coverage as required by this Article.
- (10) Whether the applicant has ever been convicted of any crime, or violation of any ordinance other than a minor traffic offense, and if so, the time, place, date(s) and offense(s) for which convictions were had.
- (11) Whether the applicant has had an interest in, as an individual or as part of a corporation, partnership, association, establishment, business or firm, a massage license that was denied, revoked or suspended within the last ten (10) years of the date the license application is submitted to the Issuing Authority, and if so, the name of such licensing authority and date of such revocation, suspension or denial.
- (12) The names, resident and business addresses and contact information of two individuals of good moral character and not related to the applicant or financially interested in the premises of the business, who may be referred to as the applicant's character.
- (13) Whether the applicant has ever been the subject of an investigation, public or private, criminal or non-criminal, in any way related to massage therapy.
- (14) One of the following:
 - a. Proof of successful completion of a minimum of 500 hours of therapeutic massage training/course work that includes subjects of anatomy, physiology, hygiene, ethics, massage theory and research, and massage practice from an accredited institution or program; or
 - b. A diploma or certificate of graduation from a comprehensive massage therapy program consisting of the course work stated in subparagraph (b)(14)(a) of this Section issued to the applicant from an accredited institution or an accredited program; or

- c. Proof of passing the National Certification Exam offered by the National Certification Board for Therapeutic Massage and Bodywork or proof of passing the Federation of State Massage Therapy Boards (FSMTB) Massage and Bodywork Licensing Examination (MBLEx); or
- d. Proof of having completed at least 500 hours of therapeutic massage training/course work that includes subjects of anatomy, physiology, hygiene, ethics, massage theory and research and definitions, of this Article, and has practiced massage therapy in the City of Willmar, for compensation, for at least five years immediately preceding the date of the application. This form of eligibility will be accepted until January 1, 2021.

(15) Such other information as the city may reasonably require.

- (c) *Background Investigation.* The applicant shall submit with the completed application form an executed release of information authorizing the Chief of Police to obtain any information pertaining to the applicant's character or criminal history, which may be deemed confidential, private or privileged by the laws of the United States or of any state. The applicant will also submit additional information that may be required by the Planning Office, Health and Inspections Department, Police Chief and City Attorney. No person will make false statements in an application.
- (d) *Review and Investigation Fee.* At the time of each initial application, the applicant will pay in full a review and investigation fee. Review and investigation fees will be determined by the city council and included in the city's Fee Schedule. Where a new application is filed as a result of incorporation by an existing licensee and the ownership control and interest in the license are unchanged, no additional license fee will be required. The review and investigation fee will not be refunded.
- (e) *License Fee and License Year.* The annual license fee for the massage therapy business license and massage therapist license will be in the amount set forth in the city's Fee Schedule. A separate license will be obtained for each place of business. Licenses are valid from January 1 to December 31 in the year the license is issued, unless revoked. Renewal application for the license must be made on or before December 1, prior to the next license term.
- (f) *Administrative Review.* Upon the filing of a new application for a license under this Article, together with the documents required to accompany the license, the issuing authority will coordinate the city's review of the application by city departments as necessary to determine whether the application satisfies the requirements of this Article, the city's zoning ordinance and comprehensive plan, and all requirements of the city and State relating to health and sanitation and

building safety. The issuing authority shall approve or deny the application within 45 days of receipt of the complete license application. Upon the filing of a renewal application, the city will respond within a reasonable period of time.

Sec. 8-327. – New construction and alterations of existing structures.

- (a) *Final Plans Reviewed.* Where a license to operate a massage therapy business is granted for premises on which new construction or alteration of existing structures is to occur, the applicant shall submit a set of detailed final plans showing interior and exterior design, including a site map and building layout. These plans shall be certified by a registered architect or engineer and submitted to the Building Inspections Division. The Building Inspections shall certify to the issuing authority that the final plans are or are not in conformance with the preliminary plans included in the application, and if not, whether such deviations from the preliminary plans are acceptable. The issuing authority shall then communicate either the city's approval of the final plans to the licensee or any changes to the final plans required by the Building Official.
- (b) *Certificate of Occupancy Required.* For premises on which new construction or alteration of existing structures is to occur, no license to operate a massage therapy business will be issued until a certificate of occupancy is issued by the city for such premises in accordance with the application and plans reviewed by the issuing authority. Prior to issuance of the certificate of occupancy, the Building Official shall certify to the issuing authority that construction was or was not in compliance with the final plans. Where the construction is found not to be in accordance with the final plans, the Building Official will state all significant deviations.
- (c) *Review of Deviations.* Where the certification to the issuing authority indicates that construction was not in accordance with the final plans, the issuing authority shall not issue the license, but will return the application, together with the final plans and a statement of deviations, unless all such deviations are independently approved by the city.

Sec. 8-328. –License eligibility.

- (a) *Massage Therapy Business License.* The issuing authority shall not issue a massage therapy business license to an applicant, or once issued, any such license may be revoked, under any of the following circumstances:
 - (1) The applicant, any person who owns at least a five percent financial interest in the business, the appointed on-site manager or agent, or other person responsible for the operation of the business, is not 18 years of age or older at the time the application is submitted to the issuing authority.

- (2) The applicant, any person who owns at least a five percent financial interest in the business, the appointed on-site manager or agent, or other person responsible for the operation of the business, has been convicted of, or was charged with, but convicted of a lesser charge of a crime, or is under a stay of adjudication from a charge involving a violation of any massage therapy-related regulation, any prostitution-related offense, criminal sexual conduct, indecent exposure, surreptitious intrusion, disorderly house as defined by Minnesota Statutes, theft, felony drug offense, any crime of violence as defined by Minnesota Statutes, or any other similar crime or offense within five years of the date of application, and has not shown competent evidence of sufficient rehabilitation and present fitness to perform the duties and responsibilities of a licensee as prescribed by Minnesota Statutes, Section 364.03, subd. 3, as the same may be amended.
- (3) The applicant, any person who owns at least a five percent financial interest in the business, the appointed on-site manager or agent, or other person responsible for the operation of the business, or the spouse of any such person, has had an interest in, as an individual or as part of a corporation, partnership, association, establishment, business or firm, a massage license that was denied, revoked or suspended within the last ten (10) years preceding the date the license application is submitted to the issuing authority.
- (4) The applicant, any person who owns at least a five percent financial interest in the business, the appointed on-site manager or agent, or other person responsible for the operation of the business, is not of good moral character or repute.
- (5) The applicant failed to identify the full name, address and date and place of birth of the natural person designated by the applicant as the massage therapy business's on-site manager or agent, along with the notarized written consent of such a person to take full responsibility for the conduct of the licensed premises and operation and serve as the agent for service of notices and other process related to the license.
- (6) The appointed on-site manager or agent is not a citizen of the United States or a resident alien and is legally prohibited from working in the United States.
- (7) The appointed on-site manager or agent is not a resident of the State of Minnesota on the date the license application is submitted to the issuing authority.
- (8) The applicant provided false, misleading or misrepresented information in the application submitted to the issuing authority.

- (9) The applicant is not the real party in interest of the business.
- (10) The applicant, any person who owns at least a five percent financial interest in the business, the appointed on-site manager or agent, or other person responsible for the operation of the business, has knowingly misrepresented or falsified information on a license application within the preceding ten (10) years preceding the date of the application.
- (11) The applicant or license holder has violated any of the regulations or requirements contained in Section 8-309 or any other provisions of this Article or any other city ordinance or state or federal law or regulation directly related to the occupation or business licensed under this Article as defined by Minnesota Statutes, Section 364.03, subd. 2, as the same may be amended, including all laws or regulations relating to health and sanitation laws and building safety, or has otherwise operated a massage therapy business or performed message therapy services in such a manner as to constitute a breach of the peace, or to constitute a menace to the health, safety or general welfare of the community. The charging of a violation or conviction is not required for non-renewal, suspension or revocation of a license.
- (12) The applicant has been denied a license under this Article within the preceding twelve (12) months.
- (13) The applicant, any person who owns at least a five percent financial interest in the business, the appointed on-site manager or agent, or other person responsible for the operation of the business, has engaged in fraud, misrepresentation or false statement made in the course of carrying on the occupation or business licensed under this Article.
- (14) The premises of a business licensed under this Article subject to final plan review pursuant to Section 8-307 has experienced a material variation from the actual plan and design of the premises from the plans approved thereunder.
- (15) The proposed fixed location or premises in which the massage therapy business proposes to provide massage therapy services is in conflict with the Willmar Zoning Code or the Comprehensive Plan.
- (16) The massage therapy business is proposed to be operated on premises on which property taxes, assessments, or other financial claims by the state, county, school district, or city that are due, delinquent and unpaid, provided the applicant or other entity in which the applicant has an interest has the legal duty to pay said taxes, assessments, or claims.

(b) *Massage Therapist Licenses.* The issuing authority shall not issue a massage therapist license to an applicant, or once issued, any such license may be revoked, under any of the following circumstances:

- (1) The applicant is not 18 years of age or older at the time the application is submitted to the issuing authority.
- (2) The applicant has been convicted of, or was charged with, but convicted of a lesser charge of a crime, or is under a stay of adjudication from a charge involving a violation of any massage therapy-related regulation, any prostitution-related offense, criminal sexual conduct, indecent exposure, surreptitious intrusion, disorderly house as defined by Minnesota Statutes, theft, felony drug offense, any crime of violence as defined by Minnesota Statutes, or any other similar crime or offense within five years of the date of application, and who has not shown competent evidence of sufficient rehabilitation and present fitness to perform the duties and responsibilities of a licensee as prescribed by Minnesota Statutes, Section 364.03, subd. 3, as the same may be amended.
- (3) The applicant has had an interest in, individually or as part of a corporation, partnership, association, establishment, business or firm, a massage license that was denied, revoked or suspended within the ten (10) years preceding the date the license application is submitted to the issuing authority.
- (4) The applicant is not a citizen of the United States or a resident alien, and is legally prohibited from working in the United States.
- (5) The applicant is not of good moral character or repute.
- (6) The applicant provided false, misleading or misrepresented information on the application.
- (7) The applicant has knowingly misrepresented or falsified information on a license application within the preceding ten (10) years.
- (8) The applicant has violated any of the regulations or requirements contained in Section 8-309 or any other provisions of this Article or any other city ordinance or state or federal law or regulation directly related to the occupation or business licensed under this Article as defined by Minnesota Statutes, Section 364.03, subd. 2, as the same may be amended, including all laws or regulations relating to health and sanitation laws and building safety, or has otherwise performed message therapy services in such a manner as to constitute a breach of the peace, or to constitute a menace to the health, safety or general welfare of the community. The charging of a violation or conviction is not required for non-renewal, suspension or revocation of a license.

- (9) The applicant is not affiliated with, employed by, or does not own an interest in a massage therapy business licensed by the city.
- (10) The applicant has not earned or did not provide:
- a. Proof of successful completion of a minimum of 500 hours of therapeutic massage training/course work that includes subjects of anatomy, physiology, hygiene, ethics, massage theory and research, and massage practice from an accredited institution or program; or
 - b. A diploma or certificate of graduation from a comprehensive massage therapy program consisting of the course work stated above in subparagraph (b)(10) of this Section issued to the applicant from an accredited institution or an accredited program; or
 - c. Proof of passing the National Certification Exam offered by the National Certification Board for Therapeutic Massage and Bodywork or proof of passing the Federation of State Massage Therapy Boards (FSMTB) Massage and Bodywork Licensing Examination (MBLEx); or
 - d. Proof of having completed at least 100 hours of therapeutic massage training/course work that includes subjects of anatomy, physiology, hygiene, ethics, massage theory and research and definitions, of this Article, and has practiced massage therapy in the city, for compensation, for at least five years immediately preceding the date of the application. This form of eligibility will be accepted until January 31, 2023.
- (11) The applicant has been denied a license under this Article within the preceding twelve (12) months.

DIVISION 3. – REGULATIONS.

Sec. 8-329. –Restrictions and regulations.

- (a) When performing a massage, the massage therapist must require that the person who is receiving the massage have their breasts, buttocks, intergluteal cleft (buttocks crease), anus and genitals covered with clothing or a non-transparent material at all times. The massage therapist must have his or her breasts, buttocks, anus and genitals covered with clothing at all times.
- (b) A massage therapist must not intentionally touch or offer to touch the penis, scrotum, mons veneris, vulva, or vaginal area of a person.

- (c) Each license will be issued to the applicant only, and if issued for a fixed location or premises, only for such location or premises as identified on the license. No license may be transferred to another person or place. Massage therapy business licenses shall terminate upon any change in officers or ownership interests of the licensee, unless the change is approved by the council in which case the license shall only continue in force until the end of the license term.
- (d) Only massage therapists who are licensed by the city shall practice or provide therapeutic massage services for licensed massage therapy businesses or within licensed massage therapy business premises as identified in the license.
- (e) Each massage therapy business shall maintain in effect during the license period general liability insurance providing minimum coverage of \$1,000,000 combined single limit per occurrence. Each massage therapist shall maintain in effect during the license period professional liability insurance for the practice of massage providing minimum coverage of \$1,000,000. The licensee shall keep a current certificate documenting such insurance policies on file with the issuing authority at all times during the license period, which certificate(s) must state that no cancellation of such policy may be effective except upon 30 days' written notice to the city. Failure to maintain current documentation of the insurance policies required herein is grounds for immediate suspension and/or revocation of the license.
- (f) If a licensed massage therapy business's on-site manager or agent ceases to be located at the licensed premises or ceases to act in such capacity, the licensee shall appoint a successor and promptly inform the issuing authority of such appointment and submit the documentation required in Section 8-306(a)(1)(d) for such successor.
- (g) No customers or patrons will be allowed to enter the licensed premises after 9:00 p.m. and before 6:00 a.m. daily. Customers or patrons will not be allowed to remain upon the licensed premises after 9:30 p.m. and before 6:00 a.m. daily.
- (h) All massage therapy businesses shall post their rates for service in a prominent place in the entrance or lobby of the business.
- (i) Current massage license issued by the City of Willmar must be displayed in the front entry or corridor of the facility.
- (j) Credentials of all massage therapists must be maintained and available on any site where massage therapy services are performed.
- (k) All massage therapy businesses shall maintain with the issuing authority a current list of all employees of such licensed premises which includes all massage therapists licensed under this Article.

- (l) All places where massage therapy services are performed shall provide single-service disposable paper or clean linens to cover the table, chair, furniture, or area on which the patron receives the massage.
- (m) The massage therapist must wash his/her hands and arms with water and soap, antibacterial scrubs, alcohol or other disinfectants prior to and following each massage service performed.
- (n) Massage tables, chairs and other furniture on which massages are performed, must have surfaces that can be readily laundered and / or disinfected after each massage. These surfaces must be disinfected or changed following each massage performed. All modalities shall be performed on a raised massage therapy table, chair or massage therapy technique specific device.
- (o) Rooms must be adequately illuminated to allow for adequate cleaning purposes.
- (p) All places where massage therapy services are performed shall be maintained in good repair and in a sanitary condition and must take reasonable steps to prevent the spread of infections and communicable diseases on the premises.
- (q) Massage therapists must be in good health, without skin infections, and wear clean clothing when performing massage services.
- (r) Massage therapy businesses shall not contain, nor allow the use by any person, sleeping quarters or living spaces of any kind intended for habitation, including, but not limited to beds, cots or mattresses. Sleeping or living quarters must be physically separated from all places where massage therapy services are performed.
- (s) All massage therapy services must be performed within a building with a valid certificate of occupancy and not in or upon any vacant lot, lot, motor vehicle, trailer, tent or railroad car, including but not limited to structures not meant for human habitation.
- (t) Toilet rooms for employees and patrons are adequate and conveniently located.
- (u) All massage therapy services shall be performed on a raised massage therapy table or chair; no bed, mattress or other similar type equipment shall be allowed onsite except for a technique specific mat for therapists specifically trained in those techniques. No modality may be performed that requires a massage therapist to stand on the massage therapy table or chair unless necessary due to size ratio of massage therapist/client.
- (v) Doors on massage therapy rooms shall not be locked or capable of being locked. Locks, latches or other devices intended to secure a door so as to prevent it from being opened by any person from either side of the door with or without a key cannot be present on any doors of rooms intended for massage therapy. One-room office/therapy studios may be exempted from this provision upon written

application; however, such doors must be capable of being opened from the therapy area without the use of a key.

(w) Massage therapy businesses shall not contain nor allow the use by any person of sleeping quarters or living spaces of any kind intended for habitation, including but not limited to beds, cots, or mattresses. Home-based enterprises shall not contain nor allow the use by any person of sleeping quarters or living spaces of any kind intended for habitation, including but not limited to beds, cots, or mattresses in any area where massage therapy services are performed.

(x) No beer, liquor, narcotic drug, or controlled substance, as such terms are defined by Minnesota Statutes or the City Code, other than drugs which may be purchased over the counter, without a prescription, or those for which the individual has a prescription, shall be used or ingested or be present during any massage therapy session.

Sec. 8-330. – Inspection by city officers and identification of employees.

Premises under which massage therapy services are being delivered, including licensed premises under a licensed massage therapy business, if any, shall be open to unannounced inspection by any public health, building, zoning, code or police officer during business hours to determine whether such business and premises are in compliance with this Article. All persons, as a condition to being issued a license under this Article, consent to such inspection by such officers. It is unlawful for any licensee or agent or employee of a licensee to hinder or prevent a city inspecting officer from making such inspection. Any person engaged in providing services in any licensed premises will identify themselves giving their true legal name and correct address upon demand by any police officer.

Sec. 8-331. – Advertising.

Any advertising by a licensee or representative of the licensee of any potential unlawful, misleading, sexually explicit, obscene or erotic conduct at the licensed business or premises shall be prohibited.

Sec. 8-332. – Responsible for conduct.

A licensee under this Article shall be responsible for all acts and conduct attributable to and in connection with massage therapy services provided by the licensee or occurring on the premises of the massage therapy business. The act of any employee or agent of the licensee shall be deemed to be the act of the licensee.

Sec. 8-333. – Non-renewal, suspension or revocation of license.

Suspension, revocation, or non-renewal of any license issues pursuant to this Article shall be administered pursuant to Article X of this Chapter. In the event of multiple massage therapy business locations, any license suspension or revocation shall apply to all such locations within the city.

Sec. 8-334. – Immediate suspension of license.

Notwithstanding anything to the contrary in this Chapter, the issuing authority or his or her designee may immediately suspend a license, if the licensee, or any person working on behalf of the licensee, is determined to be conducting business in an unlawful manner, any manner that constitutes a substantial hazard to the health, safety or general welfare of the public, or after repeated complaints received regarding unlawful conduct of the business practices or method of solicitation. The licensee will be given notice of the immediate suspension on site. The suspension will take place immediately. The licensee may request a hearing before the city council to review such suspension pursuant to Section 8-352.

Sec. 8-335. – Ability to reapply after revocation.

The holder of a massage therapy business license or massage therapist license may not reapply for a new license for a period of ten (10) years following revocation of such license under this Article.

Sec. 8-336. – Severability.

If any section, subsection, sentence, clause, or phrase of this Article is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Article. The city council hereby declares that it would have adopted the section in each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

Secs. 8-337.—8-350. – Reserved.

Section 2. **EFFECTIVE DATE.** This ordinance shall be effective from and after _____, 2023.

Passed by the City Council of the City of Willmar this ____ day of _____, 2023.

ATTEST:

Judy Thompson, City Clerk

Douglas Reese, Mayor

VOTE: ____ SHULDES ____ O'BRIEN ____ DAVIS ____ ASMUS
 ____ FAGERLIE ____ ASK ____ BUTTERFIELD ____ NELSEN

This Ordinance introduced by Council Member: _____

This Ordinance introduced on: _____

This Ordinance published on: _____

This Ordinance given a hearing on: _____

This Ordinance adopted on: _____

This Ordinance published on: _____

SUMMARY PUBLICATION OF CITY OF WILLMAR ORDINANCE NO. ____

**AN ORDINANCE AMENDING WILLMAR MUNICIPAL CODE, CHAPTER 8, LICENSES,
PERMITS AND BUSINESS REGULATIONS**

Summary: Ordinance No. ____ makes several amendments in Chapter 8 of the Willmar Municipal Code, regulating Massage Therapy Businesses and Massage Therapists by amending sections of the Municipal Code. The purpose of this ordinance is to prohibit massage businesses and services to the public except those licensed as massage therapy businesses and massage therapists pursuant to this Article. The licensing regulations prescribed herein are necessary to protect the profession and reputation of legitimate massage therapy businesses, to ensure physical facilities are clean, well maintained and safe, to prevent criminal activity, and to protect the health, safety, and general welfare of the community. The purpose of this Article is not to impose restrictions or limitations on the freedom of protected speech or expression.

The complete text of Ordinance No. ____ may be obtained at no charge at City Hall (333 6th Street Southwest, Willmar, MN 56201), or from the City's website at www.willmarmn.gov.



City Council Action Request

Council Meeting Date:	July 17, 2023	Agenda Item Number:	10.H.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	No	Prepared By:	Kyle Box, City Operations Director
Ordinance:	Yes	Presented By:	Kyle Box, City Operations Director
Item:	Introduction of an Ordinance Amending Willmar Municipal Code, Chapter 8, Licenses, Permits, and Business Regulations (THC)		

RECOMMENDED ACTION:

1. Introduce the Ordinance and set a public hearing for August 7, 2023, at 6:30 PM
2. Publish the Ordinance by Summary

OVERVIEW:

City Staff are recommending amendments to the city code regulating THC products. These amendments will bring the ordinance in compliance with state statute following the enactment by the Minnesota Legislature of 2023 Session Laws, Chapter 63, Article 7, which amended Minnesota Statutes, Section 151.72, including changes in the law transferring product and testing standards authority to the Minnesota Department of Health; permitting the sale of THC products at exclusive liquor stores; clarifying age verification procedures; requiring certain storage of THC products at retail locations; and addressing certain violations and prosecution.

BUDGETARY/FISCAL ISSUES:

NA

ALTERNATIVES TO CONSIDER:

None Recommended

ATTACHMENTS:

1. THC Licensing Ordinance_Temporary Regulation Amendment v3
2. Summary publication of THC Licensing Ordinance Amendments

ORDINANCE NO. _____

AN ORDINANCE AMENDING WILLMAR MUNICIPAL CODE, CHAPTER 8, LICENSES,
PERMITS AND BUSINESS REGULATIONS

The City Council of the City of Willmar hereby ordains as follows:

Section 1. AMENDMENT OF MUNICIPAL CODE SECTION 8-301. Chapter 8, Article IX, of the Willmar Municipal Code is hereby amended to read as follows (deleted material is crossed out; new material is underlined; sections and subsections not being amended are omitted):

Sec. 8-301. – Purpose, Findings and Intent.

The purpose of this Section is to regulate the sale of legalized adult-use of any product that contains tetrahydrocannabinol and that meets the requirements to be sold for human or animal consumption under Minn. Stat. § 151.72 (“THC Products”) for the following reasons:

* * * *

- (d) State law requires THC product retailers to check the identification of purchasers to verify that they are at least 21 years of age (Minn. Stat. § 151.72, ~~subd. 3(e)~~ subd. 3(d)), comply with certain packaging and labeling requirements to protect children and youth (*Id.*, subd. 5), and meet certain potency and serving size requirements (*Id.*, subd. 5a).

- (e) State law authorizes the ~~Board of Pharmacy Minnesota~~ Department of Health to adopt product and testing standards in part to curb the illegal sale and distribution of THC products and ensure the safety and compliance of commercially available THC products in the state of Minnesota.

* * * *

Section 2. AMENDMENT OF MUNICIPAL CODE SECTION 8-302. Chapter 8, Article IX, of the Willmar Municipal Code is hereby amended to read as follows (deleted material is crossed out; new material is underlined; sections and subsections not being amended are omitted):

Sec. 8-302. – Definitions.

Except as may otherwise be provided or clearly implied by context, all terms shall be given their commonly accepted definitions. The following words, terms, and phrases, when used in

this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

* * * *

~~*Exclusive Liquor Store.* An establishment that meets the definition of exclusive liquor store in Minnesota Statutes, section 340A.101, subdivision 10.~~

* * * *

Section 3. AMENDMENT OF MUNICIPAL CODE SECTION 8-303. Chapter 8, Article IX, of the Willmar Municipal Code is hereby amended to read as follows (deleted material is crossed out; new material is underlined; sections and subsections not being amended are omitted):

Sec. 8-303. – License.

* * * *

- (e) *Term.* All licenses issued under this article shall be valid until December 31 of the year of issue or until the Minnesota Office of Cannabis Management issues a license to the person, business or entity, whichever comes first.

* * * *

Section 4. AMENDMENT OF MUNICIPAL CODE SECTION 8-306. Chapter 8, Article IX, of the Willmar Municipal Code is hereby amended to read as follows (deleted material is crossed out; new material is underlined; sections and subsections not being amended are omitted):

Sec. 8-306. – Ineligibility and Basis for Denial of License.

- (a) *Ineligibility.*

* * * *

- ~~(2) *Exclusive Liquor Store.* No license shall be issued to an exclusive liquor store as defined in Minnesota Statutes, section 340A.101, subdivision 10.~~

* * * *

Section 5. AMENDMENT OF MUNICIPAL CODE SECTION 8-307. Chapter 8, Article IX, of the Willmar Municipal Code is hereby amended to read as follows (deleted material is crossed out; new material is underlined; sections and subsections not being amended are omitted):

Commented [DAA1]: Made a slight change to the language here.

Sec. 8-307. – Prohibited Acts.

* * * *

- (b) *Legal Age; Verification.* ~~No person shall sell any licensed product to any person under the age of 21. Licensees shall verify by means of government issued photographic identification that the purchaser is at least 21 years of age. Verification is not required for a person over the age of 30. That the person appeared to be 30 years of age or older does not constitute a defense to a violation of this subsection. Prior to initiating a sale or otherwise providing THC product to an individual, an employee of a retailer must verify that the individual is at least 21 years of age.~~
- (1) Proof of age may be established only by one of the following:
- (a) a valid driver's license or identification card issued by Minnesota, another state, or a province of Canada and including the photograph and date of birth of the licensed person;
 - (b) a valid Tribal identification card as defined in section Minnesota Statute 171.072, paragraph (b);
 - (c) a valid passport issued by the United States;
 - (d) a valid instructional permit issued under section Minnesota Statute 171.05 to a person of legal age to purchase THC products, which includes a photograph and the date of birth of the person issued the permit; or
 - (e) in the case of a foreign national, by a valid passport.
- (2) A registered retailer may seize a form of identification listed under paragraph (1) if the registered retailer has reasonable grounds to believe that the form of identification has been altered or falsified or is being used to violate any law. A registered retailer that seizes a form of identification as authorized under this paragraph must deliver it to a law enforcement agency within 24 hours of seizing it.

* * * *

- (g) *Hours and Days of Sale.* No sale of THC products may be made between 10:00 p.m., and 8:00 a.m. Monday through

~~Sunday~~Saturday. No sale of THC products may be made before 10 a.m. or after 10 p.m. Sundays.

Section 6. AMENDMENT OF MUNICIPAL CODE SECTION 8-308. Chapter 8, Article IX, of the Willmar Municipal Code is hereby amended to read as follows (deleted material is crossed out; new material is underlined; sections and subsections not being amended are omitted):

Sec. 8-308. – Additional Requirements.

- (a) *Storage*. All licensed products, other than products that are intended to be consumed as a beverage, must be displayed behind a checkout counter where the public is not permitted or in a locked case, shall either be stored behind a counter or other area not freely accessible to customers, or in a case or other storage unit not left open and accessible to the general public.

* * * *

Section 7. AMENDMENT OF MUNICIPAL CODE SECTION 8-311. Chapter 8, Article IX, of the Willmar Municipal Code is hereby amended to read as follows (deleted material is crossed out; new material is underlined; sections and subsections not being amended are omitted):

Sec. 8-311. – Violations and Penalty.

* * * *

- (c) *Misdemeanor Prosecution*. Any person who sells or offers to sell any licensed product in violation of this article shall be guilty of a misdemeanor. Nothing in this section shall prohibit the City from seeking prosecution as a misdemeanor for any alleged violation of this article. Nothing in this section shall prohibit prosecution of any violation under Minn. Stat. § 151.72, subd. 7.

Commented [DAA2]: Just added for clarity as new statute includes gross misdemeanor prosecution for certain violations.

Section 8. AMENDMENT OF MUNICIPAL CODE SECTION 8-312. Chapter 8, Article IX, of the Willmar Municipal Code is hereby amended to read as follows (deleted material is crossed out; new material is underlined; sections and subsections not being amended are omitted):

Sec. 8-312. – Exceptions and Defenses.

Nothing in this article shall prevent the providing of licensed products to a person under the age of 21 as part of a lawfully recognized religious, spiritual, or cultural ceremony. ~~It shall be an affirmative defense to the violation of this article for a person to have reasonably relied on proof of age as described by state law in Minn. Stat. § 340A.503, subd. 6. It shall~~

be an affirmative defense to the violation of this article if a person proves by a preponderance of the evidence that the person reasonably and in good faith relied on proof of age as described in Sec. 8-307(b) and Minn. Stat. § 151.72, subd. 5c.

Commented [DAA3]: This is language from the new statute and reflects the age verification process in the statute (which was added to this ordinance). Selling to someone under 21 has been made a gross misdemeanor under Minn. Stat. 151.72, subd. 7 (subject to this affirmative defense).

Section 9. EFFECTIVE DATE. This ordinance shall be effective from and after its adoption and second publication.

Passed by the City Council of the City of Willmar this ____ day of _____, 2023.

ATTEST:

Judy Thompson, City Clerk

Douglas E. Reese, Mayor

VOTE: ____ SHULDES O'BRIEN ____ DAVIS ____ ASMUS
 ____ FAGERLIE ____ ASK ____ BUTTERFIELD ____ NELSEN

This Ordinance introduced by Council Member: _____

This Ordinance introduced on: _____

This Ordinance published on: _____

This Ordinance given a hearing on: _____

This Ordinance adopted on: _____

This Ordinance published on: _____

SUMMARY PUBLICATION OF CITY OF WILLMAR ORDINANCE NO. ____

**AN ORDINANCE AMENDING WILLMAR MUNICIPAL CODE, CHAPTER 8, LICENSES,
PERMITS AND BUSINESS REGULATIONS**

Summary: Ordinance No. ____ makes several amendments in Chapter 8 of the Willmar Municipal Code, regulating Tetrahydrocannabinol Products, by amending sections of the Municipal Code to bring the ordinance in compliance with state statute following the enactment by the Minnesota Legislature of 2023 Session Laws, Chapter 63, Article 7, which amended Minnesota Statutes, Section 151.72, including changes in the law transferring product and testing standards authority to the Minnesota Department of Health; permitting the sale of THC products at exclusive liquor stores; clarifying age verification procedures; requiring certain storage of THC products at retail locations; and addressing certain violations and prosecution.

The complete text of Ordinance No. ____ may be obtained at no charge at City Hall (333 6th Street Southwest, Willmar, MN 56201), or from the City's website at www.willmarmn.gov.



City Council Action Request

Council Meeting Date:	July 17, 2023	Agenda Item Number:	10.I.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	No	Prepared By:	Kyle Box, City Operations Director
Ordinance:	No	Presented By:	Kyle Box, City Operations Director
Item:	Adult Use Cannabis		

RECOMMENDED ACTION:

Information Only

OVERVIEW:

City staff are preparing for Adult-Use Cannabis consumption, registration, and zoning ordinances. Our focus remains on being proactive and being able to effectively enforce a new law passed by the Minnesota Legislature this past session allowing the use of cannabis. Personal consumption becomes legal on August 1, 2023; however, retail sales will not become effective until the Office of Cannabis Management begins to issue licenses. We are anticipating this State Office to fully come online in mid to late 2024.

Staff would like to focus on several items to bring back to the council at future meetings.

- Moratorium on Cannabis Products (Retail) until January 1, 2025.
 - This moratorium could end sooner.
 - This moratorium does not apply to low-potency hemp edible products (THC).
- Adult Use Cannabis Ordinance(s)
 - Review all Local Authority options.
 - Establish the Registration Process for the City.
 - Establish Zoning Requirements.
 - Explore and Establish License Limits.
 - Consumption Limitations (MN Clean Air Act).

BUDGETARY/FISCAL ISSUES:

NA

ALTERNATIVES TO CONSIDER:

NA

ATTACHMENTS:

None



City Council Action Request

Council Meeting Date:	July 17, 2023	Agenda Item Number:	10.J.
Agenda Section:	Regular Business	Originating Department:	Information Technology
Resolution:	Yes	Prepared By:	Jonah Johnson, Information Systems Coordinator
Ordinance:	No	Presented By:	Jonah Johnson, Information Systems Coordinator
Item:	Information Systems Project Approvals		

RECOMMENDED ACTION:

Motion by _____ Second by _____ to approve the one-time purchase of the door security solution listed in the attached quotation from Electrical Production Services using ARPA funds.

Motion by _____ Second by _____ to approve the one-time purchase of data wiring listed in the attached quotation from Backes Technology Services using ARPA funds.

Motion by _____ Second by _____ to approve the one-time purchase of the audio/visual solution listed in the attached quotation from Audio Video Extremes using ARPA funds.

OVERVIEW:

Information Systems is requesting approval to move forward with three quotations. The first quotation is for a new door security (fob access) system city-wide. Currently, there are five separate systems across the city. This solution is very inefficient, as I.S. staff must maintain these five systems separately. As an example, when a new employee is onboarded, we must enter their information into five separate systems so they can access city buildings with their fob. The new system will allow us to enter an employee once. Existing doors that have fob access will be brought on to the new system and additional doors will be added. All rentable enclosed shelters will receive door access as well, to provide a touchless rental process for the renters and negation of handling of physical keys. Public restrooms at the Four Seasons and Rice Park shelters will also automatically unlock and lock on a schedule as part of this system. We no longer will need to pay to have this performed manually each day.

The second quotation is to provide network wiring to the wireless access points purchased in January where needed. Finally, the third quotation is to replace the audio/visual system in the Training Room at the Fire Hall. The current audio/visual system is proving unreliable due to its age, and must be replaced. I.S. staff have spent many hours limping this system along so it can continue to be used.

BUDGETARY/FISCAL ISSUES:

The Capital Improvement Plan includes ARPA funds for Door Security, Wi-Fi upgrades and Fire Department

Audio/Visual equipment. These purchases will be using those funds. Two quotations were received for a door security solution: Electrical Production Services (\$123,994.00) and Backes Technology Services (\$121,625.61). Two quotations were received for data wiring: Electrical Production Services (\$16,711.62) and Backes Technology Services (\$13,893.97). Two quotations were received for Audio/Visual equipment at the Fire Hall: Excel A/V Group (\$43,052.00) and Audio Video Extremes (\$14,994.63). Staff's recommendation is to use Electrical Production Services' quote for the door security solution, Backes Technology Services' for the data wiring, and Audio Video Extremes' for the Fire Department Audio/Visual equipment. It is important to note staff is recommending the higher quotation for the door security solution, as it was determined it will work best for the city after thorough research and consideration. The other two recommended quotations are the lowest.

Funds identified in the 2023 CIP include:

Project	Phase 3	Budget remaining after Phase 3
Building/Door Security	\$123,994.00	\$71,394.92
Wireless Network	\$13,893.97	\$4,702.26
Fire Department A/V	\$14,994.63	\$110,005.37

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Resolution_EPS
2. DoorSecurity - EPS
3. DoorSecurityAlternate - BTS
4. Resolution_Backes
5. Data - Backes
6. DataAlternate - EPS
7. Resolution_AVX
8. FireAV - AVX
9. FireAVAlternate - EAV

RESOLUTION NO.

**RESOLUTION AUTHORIZING EXECUTION OF
A CONTRACT WITH ELECTRICAL PRODUCTION SERVICES**

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar that the quote from Electrical Production Services for a door security solution in the amount of \$123,994.00 is accepted.

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

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

Dated this 17th day of July 2023

MAYOR

Attest:

CITY CLERK



PROPOSAL/CONTRACT

Scope of Work

The following describes the services to be performed by EPS for the City of Willmar located in Willmar, MN.

The breakout for the access control system will be as follows:

New water treatment plant:

- EPS will provide and install (1) PDK 8-door controller and (1) PDK single door controller to accommodate 9 openings.
- These are existing access control doors. EPS will reuse existing hardware and wiring at each of the following locations unless specified below:
 - East gate - EPS will supply a new double gooseneck pedestal and (1) PDK reader (reuse existing reader at lower pedestal height).
 - West gate - EPS will supply a new double gooseneck pedestal and (1) PDK reader (reuse existing reader at lower pedestal height).
 - Brush gate - EPS will install (1) PDK reader at top height of pedestal.
 - Server room
 - Front door
 - Garage service doors in garage bay (4)

City of Willmar Airport:

- EPS will provide and install (1) PDK single door controller to 8 door locations (including 1 cloud node).
- EPS will provide all necessary wiring for each new door location, including Cat6, 22/6, 18/2, and 22/4.
- These are a combination of existing and new access control doors, broke down as follows:
 - Main entry - EPS will provide and install (1) PDK pin pad card reader, re-use existing locking hardware.
 - Tarmac Entry - EPS will provide and install (1) PDK pin pad card reader, re-use existing locking hardware.
 - Pilots lounge - EPS will provide and install (1) PDK pin pad card reader, re-use existing locking hardware.
 - Side Entry - EPS will provide and install (1) PDK pin pad card reader, re-use existing locking hardware.
 - FBO building East door - EPS will provide and install (1) HES 1006C electric strike, (1) PDK mullion card reader.
 - FBO building Southwest door - EPS will provide and install (1) HES 1006C electric strike, (1) PDK mullion card reader.
 - FBO building South door - EPS will provide and install (1) HES 1006C electric strike, (1) PDK mullion card reader.
 - Gate - EPS will install (1) gate controller at the gate location that will have wimac communication back to the cloud node installed in the main terminal and (1) PDK pin pad reader.
- All necessary conduit and raceways needed for the added door locations will be provided and installed by EPS.



Public Works building:

- EPS will provide and install (1) PDK single door controller to 10 new door locations listed below.
- Each new door location will receive (1) PDK mullion card reader, (1) HES 1006C or HES 9600 electric strike as noted, and (1) DPS.
- EPS will provide all necessary wiring for each new door location, including Cat6, 22/6, 18/2, and 22/4.
 - Main entry - HES 9600
 - Door 1 - HES 9600
 - Door 2 - Door is being replaced. Locking hardware TBD.
 - Door 3 - HES 1006C
 - Door 4 - HES 1006C
 - Door 5 - HES 1006C
 - Door 6 - HES 9600
 - Door 9 cold storage - HES 9600
 - Door 10 cold storage - HES 1006C, door controller to be located above door 9.
 - Southeast service door cold storage - HES 1006C
- All conduit needed at door locations will be provided and installed by EPS.

Waste water treatment plant (old):

- EPS will provide and install (1) PDK cloud node w/wimac, (1) PDK mullion reader, (1) HES 1006 electric strike, and (1) DPS for the main entry door location.
- EPS will provide and install (1) PDK gate controller w/wimac, (1) PDK mullion card reader, (1) weather rated Nema enclosure, and (1) gooseneck pedestal at the gate location.
- Cement work will be completed by the city, electrical work will be contracted through EPS service department. This quote does not reflect EPS electrical service work.
- EPS will provide all necessary wiring for each new door location, including Cat6, 22/6, 18/2, and 22/4.

Rice Park:

- EPS will provide and install (2) PDK single door controllers and (2) power supplies to accommodate entry and bathroom door locations.
- Entry doors (2) will each receive (1) PDK pin pad reader, (1) HES 1006C electric strike, and (1) DPS.
- Bathroom doors (2) will each receive (1) HES 1006C electric strike and (1) DPS.
- EPS will provide all necessary wiring for each new door location, including Cat6, 22/6, 18/2, and 22/4.
- All conduit needed at door locations will be provided and installed by EPS.

Fire station:

- EPS will provide and install (5) PDK single door controllers to accommodate 5 openings.
- EPS will reuse existing hardware at (4) of the locations and install new hardware at (1) as specified below:
 - Main Entry - re-use existing hardware.
 - IT room - (1) PDK mullion reader, (1) HES 1006C electric strike, and (1) DPS.
 - Training room - re-use existing hardware.
 - Northeast door - re-use existing hardware
 - Southwest door - re-use existing hardware
- EPS will provide all necessary wiring for the new IT room door location, including Cat6, 22/6, 18/2, and 22/4



City Hall:

- EPS will provide and install (1) PDK rack mounted cloud node and (1) PDK 2-door controller located in the MDF. The 2-door controller will be used for the following doors and include noted hardware:
 - Main entry - re-use hardware and integrate remote for unlocking.
 - City Hall south door - (1) PDK mullion reader, (1) HES 1006C electric strike, and (1) DPS.
- EPS will provide all necessary wiring for the new City Hall south door location, including Cat6, 22/6, 18/2, and 22/4.
- All conduit needed at door locations will be provided and installed by EPS.

Auditorium:

- EPS will provide and install (1) PDK single door controller to replace existing access control at the main entry.

TV Station:

- EPS will provide and install (2) PDK single door controllers and (1) single door power supply (main entry) to accommodate the main and rear door locations.
- Main entry door will receive (1) PDK mullion reader, (1) maglock, (1) REX motion sensor electric strike, and (1) DPS.
- Rear entry door will (1) PDK mullion reader, (1) HES 1006C electric strike, and (1) DPS.
- EPS will provide all necessary wiring for each new door location, including Cat6, 22/6, 18/2, and 22/4.
- All conduit needed at door locations will be provided and installed by EPS.

Robbins Island (Shelter #1):

- EPS will provide and install (1) PDK single door controller and (1) 2-door power supply to accommodate main and secondary entry door locations.
- Main entry door will receive (1) PDK pin pad reader, (1) HES 9600 electric strike, and (1) DPS.
- Secondary door will receive (1) HES 9600 electric strike and (1) DPS.
- EPS will provide all necessary wiring for each new door location, including Cat6, 22/6, 18/2, and 22/4.
- All conduit needed at door locations will be provided and installed by EPS.

Robbins Island (4 Seasons):

- EPS will provide and install (2) PDK single door controllers and (1) 8-door power supply to accommodate 7 door locations.
- Main entry door will receive (1) PDK pin pad reader, (1) HES 9600 electric strike, (1) DPS, and be tied into the following secondary door locations. Each secondary door location will have an electric lock that unlocks with the main entry door.
 - Inside men's room - HES 1006C
 - Inside woman's room - HES 1006C
 - Rear entry - HES 1006C
 - Party room 1 - latch retraction lock (by others, EPS to coordinate)
 - Party room 2 - latch retraction lock (by others, EPS to coordinate)



- EPS will provide and install (2) HES 1006C electric strikes for the exterior bathroom doors, tied into the second door controller.
- EPS will provide all necessary wiring for each new door location, including Cat6, 22/6, 18/2, and 22/4.
- All conduit needed at door locations will be provided and installed by EPS.

Robbins Island (Guri Building):

- EPS will provide and install (1) PDK single door controller, (1) PDK mullion reader, (1) HES 9600 electric strike, and (1) DPS to accommodate entry door location.
- EPS will provide all necessary wiring for each new door location, including Cat6, 22/6, 18/2, and 22/4.
- All conduit needed at door locations will be provided and installed by EPS.

Robbins Island (Hilltop Building):

- EPS will provide and install (1) PDK single door controller, (1) PDK mullion reader, (1) 2-door power supply, (2) maglocks, (1) REX motion sensor, and (2) DPS to accommodate double door entry location.
- EPS will provide all necessary wiring for each new door location, including Cat6, 22/6, 18/2, and 22/4.
- All conduit needed at door locations will be provided and installed by EPS.

Community Center:

- EPS will provide and install (1) PDK single door controller to replace existing access control at the main entry.

Civic Center:

- EPS will provide and install (1) PDK single door controller for 7 door locations listed below.
- These are a combination of existing and new access control doors, broke down below.
- EPS will provide all necessary wiring for each new door location, including Cat6, 22/6, 18/2, and 22/4.
 - After hours entry - re-use existing hardware.
 - Event center prep hallway (double door) - (1) PDK mullion reader, (2) HES 9600 electric strikes w/disconnects, and (2) DPS.
 - Blue Line Zamboni room - (1) PDK mullion reader, (1) HES 9600 electric strike, and (1) DPS.
 - Cardinal Arena North (double door) - (1) PDK mullion reader, (2) HES 9600 electric strikes, and (2) DPS.
 - Cardinal Arena East - (1) PDK mullion reader, (1) HES 9600 electric strike, and (1) DPS. This door will require Game Changer cable to achieve connectivity.
 - Cardinal Zamboni room - (1) PDK mullion reader, (1) HES 9600 electric strike, and (1) DPS.
 - Main Entry - re-use existing card reader and (1) electric strike. Add (1) 8-door power supply, (5) electric strikes to match existing door. This entry will also need handicap integration to existing operator.
- All conduit needed at door locations will be provided and installed by EPS.



EPS will provide the following Documentation:

- Access Control door breakout sheet

Exclusions:

Unless specifically identified in the scope of work, pricing does not include the following:

- Patch chords & equipment chords
- Network cabling, equipment, and devices
- Fire alarm and burglar alarm system integration
- Demo of old cabling or systems

Material disclaimer:

EPS waives all responsibility for material delays, shortages, back orders, or price increases. Should material prices increase prior to project start, the additional costs will be billed as a change order to the customer. Pricing is valid for 14 days from date of proposal.

EPS will provide all labor and materials required to complete the project as described in this Scope of Work.

PDK access control installation:

Materials: \$69,809.00

Installation: \$54,184.00

Total cost: \$123,994.00

Accepted: _____

If you have any questions or need additional information, please contact me at your earliest convenience.

Date: June 16th, 2022

Estimator:

Dylan Brown, RCDD

Low Voltage Division Project Manager

Cell Phone: 612-366-5670

Dylan.Brown@electricalproduction.com



TERMS AND CONDITIONS

1. **Payment.** The making of final payment shall constitute a waiver of all claims by Customer known as of the date such payment is made, except for those claims specifically preserved in writing as surviving the final payment. CUSTOMER'S DAMAGES IN ANY CLAIM, ACTION OR SUIT AGAINST EPS SHALL NOT EXCEED THE CONTRACT SUM, AND IN NO EVENT SHALL EPS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THIS AGREEMENT OR THE PERFORMANCE OF THE WORK.

2. **Changes in the Work.** Customer may, without invalidating this Agreement, request changes in the Work within the general scope of the contemplated project consisting of additions, deletions, or other revisions to the Work. Such changes in the Work shall be accomplished by a written Change Order. The Contract Sum and the Plans and Specifications may be adjusted only by a written Change Order, and once signed by EPS and Customer constitutes a binding modification to this Agreement. Unless otherwise agreed by the parties, any increase in the Contract Sum associated with a Change Order shall be payable upon execution of the Change Order. Each change to the Plans and Specifications, or Contract Sum shall be deemed a separate Change Order.

3. **Concealed Conditions.** Should unknown or concealed conditions differ materially from those understood to exist, ordinarily encountered, or generally recognized as inherent in the Work contemplated by EPS, then the Contract Sum shall be equitably adjusted by Change Order upon request by either party made in writing within thirty days after the first observance of the condition. If additional work is required to correct the concealed condition, Customer shall pay the additional costs involved.

4. **Indemnification.** Customer shall indemnify and hold EPS harmless from and against claims, damages, losses and expenses arising out of or resulting from performance of the Work to the extent that such claims, damage, loss, or expenses are caused by the negligence or willful misconduct of Customer, or anyone directly or indirectly employed by Customer or anyone for whose acts Customer may be liable.

5. **Miscellaneous Terms.** Neither party shall assign its rights and obligations hereunder without the other's prior written consent, except that EPS may subcontract all or a portion of the Work without Customer's consent. The Agreement between the parties is intended to be interpreted and construed under and in accordance with the laws of the State of Minnesota. The bid and these Terms and Conditions express all agreements between the parties concerning the subject matter hereof and supersede all previous understandings relating hereto whether oral or written. EPS does not agree to any modification of these terms unless such modification is agreed to, in writing, by EPS's President or CEO. Whenever possible, each provision of these Terms and Conditions shall be interpreted to be effective and valid under applicable law, but, if any provision of these Terms and Conditions shall be held to be prohibited or invalid under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of these Terms and Conditions. The parties hereto consent to the exclusive jurisdiction and venue of any such court and waive any argument that venue in such forums is not convenient. EPS shall be entitled to its attorneys' fees in any action required to enforce or interpret these Terms and Conditions including but not limited to actions resulting from the Customer's nonpayment. Customer hereby acknowledges receipt of all written notices required under Minn. Stat. 514.011, including the following notice:

(a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

(b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

Bid Acceptance: The information contained in this bid and the attached documentation is binding upon acceptance of the bid. Acceptance of the bid may occur through signing below and returning this page to EPS, Inc., or emailing EPS, Inc. that you accept the bid. When accepting a bid, you agree to be bound by EPS, Inc.'s Terms and Conditions. If you accept the bid on behalf of a third-party/company you work for, you also represent and warrant you have authority to contractually bind the third-party/company. Any changes to an accepted bid will be charged as an extra. Bid and performance bonds are not included in this proposal unless explicitly noted.

Proposal pricing is valid for 30 days from date on proposal. Pricing is subject to change due to certain delays in shipping and product availability.

One Year "LIMITED" Warranty

(Some products within the proposal will have a manufacturers or systems warranty which will come with the product after installation date of those products)

This warranty has specific limitations and is not an insurance policy.

A. What does this Warranty cover? Electrical Production Services, Inc. (dba, EPS) offers a One-Year limited warranty on labor and materials supplied by EPS, except for lamps and light bulbs which are expressly excluded. EPS warrants that the labor and materials will be free from defects in material or workmanship, under normal use during the warranty period.

B. What does this Warranty NOT cover? Acts of God/Nature, abuse, neglect or any damage the customer has a right to recover against another party (i.e. other workers, suppliers) or covered by homeowner's/company insurance.

C. What we will do... Replace or repair the covered defective materials and workmanship.

D. What must you do... Keep this warranty, your invoice and contract in a safe place. Call EPS at (800) 594-9165 for warranty service within twenty-four (24) hours of discovery of any warranted defect to notify EPS of the defect.

E. Other Conditions

1. EPS will not pay for any incidental or consequential damages, (for example, loss of refrigerated foods, living/working expenses, loss to other property or person's).

2. This warranty will be voided if someone other than EPS performs services on the work covered by this warranty.

3. Your exclusive remedy for breach of this limited warranty is repair or replacement of defective materials and workmanship.

4. All other warranties express or implied are expressly disclaimed.

Bid Acceptance: The information contained in this bid and the attached documentation is binding upon acceptance of the bid. Acceptance of the bid may occur through signing below and returning this page to EPS, Inc., or emailing EPS, Inc. that you accept the bid. When accepting a bid, you agree to be bound by EPS, Inc.'s Terms and Conditions. If you accept the bid on behalf of a third-party/company you work for, you also represent and warrant you have authority to contractually bind the third-party/company. Any changes to an accepted bid will be charged as an extra. Bid and performance bonds are not included in this proposal unless explicitly noted.

**BACKES TECHNOLOGY SERVICES, INC.**

3113 3rd Ave. SW

Willmar, MN 56201

(320) 262-3961

office@btstechs.com

http://www.backes-services.com

Estimate 5579**ADDRESS**

City of Willmar*

333 6th St SW

Willmar, MN 56201

DATE
06/12/2023TOTAL
\$297,424.08

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Door Access, Cameras and Data Wiring			
	Data Wiring			
	Material and Labor	1	9,273.52	9,273.52T
	Material and Labor Data cabling to include all extra cat 6 wire runs for bridges, AP, and other network devices. Fiber at LEC is include in this price			
	Door Access excluding cloud licensing			
	Material and Labor	1	121,625.61	121,625.61T
	Material and Labor-Installing and programing door access at all listed doors city wide. To include controller,, readers, keypads, gooseneck readers, strikes, power supplies, contacts, and door motors for crash bars.			
	Door Access Cloud Licensing			
	Infinias Door Access Cloud Services Annual	54	120.00	6,480.00T
	Infinias Door Access Cloud Services Annual Price per door			
	Cameras			
	Material and Labor	1	154,945.97	154,945.97T
	Material and Labor Install, aim, program and train on cameras discussed in walk through			
	Camera VSS Standard License - Vivotek	102	49.99	5,098.98T
	Camera VSS Standard License - Vivotek			
	Cameras	1	0.00	0.00
	All cameras come with a 5 year warranty, the server comes with a 3 year warranty. The mobile app and Vast 2 software is free up to 32 cameras and warranty on labor is one year.			

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Camera Update Agreement - First year	1	0.00	0.00
	Camera Update Agreement - Covers two updates on server, software, and cameras that require the update. Not all cameras will need or have updates each year. This will be done remotely at a cost per year with the first year free. If a site visit is required because of unforeseen circumstances there may be a travel charge.			

Prices good for 10 days. Prices subject to change based on manufacturing rates.
Fax: 320-262-3964
e-mail: cbackes@backes-services.com

SUBTOTAL 297,424.08
TAX 0.00

TOTAL \$297,424.08
THANK YOU.

Accepted By

Accepted Date

RESOLUTION NO.

**RESOLUTION AUTHORIZING EXECUTION OF
A CONTRACT WITH BACKES TECHNOLOGY SERVICES**

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar that the quote from Backes Technology Services for data wiring in the amount of \$13,893.97 is accepted.

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

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

Dated this 17th day of July 2023

MAYOR

Attest:

CITY CLERK

**BACKES TECHNOLOGY SERVICES, INC.**

3113 3rd Ave. SW
Willmar, MN 56201
(320) 262-3961
office@btstechs.com
<http://www.backes-services.com>

Estimate 5615

ADDRESS City of Willmar* 333 6th St SW Willmar, MN 56201	DATE 07/13/2023	TOTAL \$13,893.97	

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Data Runs and Fiber at LEC			
	Material and Labor	1	13,893.97	13,893.97T
	Material and Labor- Data cabling to include all of the one and two off cat 6 runs city wide for APs and other network devices. 31 total runs. 12 strand Fiber at LEC. Lifts at the sites that require them, and all other hardware to do the installing.			

Prices good for 10 days. Prices subject to change based on manufacturing rates.

Fax: 320-262-3964

e-mail: cbackes@backes-services.com

SUBTOTAL	13,893.97
TAX	0.00

TOTAL	\$13,893.97
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THANK YOU.

Accepted By

Accepted Date



PROPOSAL/CONTRACT

Scope of Work

The following describes the services to be performed by EPS for The City of Willmar in Willmar, MN.

The wireless access point structured cabling system will be constructed as follows:

- EPS will provide and install (1) new cat 6 cable to each new AP location.
- All cabling to be routed to the nearest MDF/IDF.
- EPS will provide and install all cable supports, building penetrations, fire stopping, caulking, surface mount pathways, etc.
- All cabling will be terminated, tested, and labeled.
- All access points and antennas will be installed by the owner.

The wireless access point cabling and installation will be broken out as follows:

- Aquatic center:
 - o (1) new run for AP.
 - o (2) new runs for exterior APs on back corners.
- Swanson orange ball field:
 - o (3) new runs for outdoor AP, indoor AP and point to point.
- Public works:
 - o (1) new run for point to point
- Rice Park:
 - o (1) new run for AP in park building
 - o (1) new run for exterior AP
- Fire department:
 - o (1) new run for AP in basement.
 - o (1) new run for AP in garage.
- Shelter #1:
 - o (1) new run for AP in back of building.
 - o (1) new point to point run in back corner of building.
- Four seasons:
 - o (1) new run for point to point
 - o (1) new run for point to point in back of building.
- Guri:
 - o (1) new run for point to point in front of building.



- Hilltop:
 - o (1) new run for point to point
 - o (1) new run for outdoor AP
- Law enforcement building:
 - o (1) new run for AP in detective hallway
 - o (1) new run for AP in front area
 - o (1) new run for AP in report writing room
 - o (1) new run for AP in sergeant hallway
 - o (1) new OS2 SM fiber back bone from the county data center to the PD network closet
- Hockey rink:
 - o (1) new run for AP in Locker rooms 3 and 4
 - o (1) new run for AP in locker rooms 3 and 4
 - o (1) new run for AP in blue line lobby
 - o (1) new run for AP above data closet
 - o (1) new run for AP in locker room 6
 - o (1) new run for point to point near front entrance
- Civic center ball field:
 - o (2) new runs for outdoor APs
 - o (1) new run for point to point

EPS will provide the following documentation.

- o Certified Cat6 cable test results

Exclusions:

- Network equipment, devices, integration and set up.
- Patch cords and equipment cords.
- Data racks and cabinets.



EPS will provide all labor and materials required to complete the project as described in this Scope of Work. Any labor and materials required and/or requested to complete items in addition to this scope of work will be an add/change request and billed in addition to the total price of this scope of work.

Data cabling materials and installation:

Total materials: \$5,175.77

Total labor: \$11,535.85

Total cost: \$16,711.62

Accepted: _____

If you have any questions or need additional information, please contact me at your earliest convenience.

Date: June 13, 2023

Dylan Brown, RCDD

Low Voltage Division Manager

Cell Phone: 612-366-5670

Dylan.Brown@electricalproduction.com



TERMS AND CONDITIONS

1. **Payment.** The making of final payment shall constitute a waiver of all claims by Customer known as of the date such payment is made, except for those claims specifically preserved in writing as surviving the final payment. CUSTOMER'S DAMAGES IN ANY CLAIM, ACTION OR SUIT AGAINST EPS SHALL NOT EXCEED THE CONTRACT SUM, AND IN NO EVENT SHALL EPS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THIS AGREEMENT OR THE PERFORMANCE OF THE WORK.

2. **Changes in the Work.** Customer may, without invalidating this Agreement, request changes in the Work within the general scope of the contemplated project consisting of additions, deletions, or other revisions to the Work. Such changes in the Work shall be accomplished by a written Change Order. The Contract Sum and the Plans and Specifications may be adjusted only by a written Change Order, and once signed by EPS and Customer constitutes a binding modification to this Agreement. Unless otherwise agreed by the parties, any increase in the Contract Sum associated with a Change Order shall be payable upon execution of the Change Order. Each change to the Plans and Specifications, or Contract Sum shall be deemed a separate Change Order.

3. **Concealed Conditions.** Should unknown or concealed conditions differ materially from those understood to exist, ordinarily encountered, or generally recognized as inherent in the Work contemplated by EPS, then the Contract Sum shall be equitably adjusted by Change Order upon request by either party made in writing within thirty days after the first observance of the condition. If additional work is required to correct the concealed condition, Customer shall pay the additional costs involved.

4. **Indemnification.** Customer shall indemnify and hold EPS harmless from and against claims, damages, losses and expenses arising out of or resulting from performance of the Work to the extent that such claims, damage, loss, or expenses are caused by the negligence or willful misconduct of Customer, or anyone directly or indirectly employed by Customer or anyone for whose acts Customer may be liable.

5. **Miscellaneous Terms.** Neither party shall assign its rights and obligations hereunder without the other's prior written consent, except that EPS may subcontract all or a portion of the Work without Customer's consent. The Agreement between the parties is intended to be interpreted and construed under and in accordance with the laws of the State of Minnesota. The bid and these Terms and Conditions express all agreements between the parties concerning the subject matter hereof and supersede all previous understandings relating hereto whether oral or written. EPS does not agree to any modification of these terms unless such modification is agreed to, in writing, by EPS's President or CEO. Whenever possible, each provision of these Terms and Conditions shall be interpreted to be effective and valid under applicable law, but, if any provision of these Terms and Conditions shall be held to be prohibited or invalid under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of these Terms and Conditions. The parties hereto consent to the exclusive jurisdiction and venue of any such court and waive any argument that venue in such forums is not convenient. EPS shall be entitled to its attorneys' fees in any action required to enforce or interpret these Terms and Conditions including but not limited to actions resulting from the Customer's nonpayment. Customer hereby acknowledges receipt of all written notices required under Minn. Stat. 514.011, including the following notice:

(a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

(b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

Bid Acceptance: The information contained in this bid and the attached documentation is binding upon acceptance of the bid. Acceptance of the bid may occur through signing below and returning this page to EPS, Inc., or emailing EPS, Inc. that you accept the bid. When accepting a bid, you agree to be bound by EPS, Inc.'s Terms and Conditions. If you accept the bid on behalf of a third-party/company you work for, you also represent and warrant you have authority to contractually bind the third-party/company. Any changes to an accepted bid will be charged as an extra. Bid and performance bonds are not included in this proposal unless explicitly noted.

One Year "LIMITED" Warranty

(Some products within the proposal will have a manufacturers or systems warranty which will come with the product after installation date of those products) This warranty has specific limitations and is not an insurance policy.

A. **What does this Warranty cover?** Electrical Production Services, Inc. (dba, EPS) offers a One-Year limited warranty on labor and materials supplied by EPS, except for lamps and light bulbs which are expressly excluded. EPS warrants that the labor and materials will be free from defects in material or workmanship, under normal use during the warranty period.

B. **What does this Warranty NOT cover?** Acts of God/Nature, abuse, neglect or any damage the customer has a right to recover against another party (i.e. other workers, suppliers) or covered by homeowner's/company insurance.

C. **What we will do...** Replace or repair the covered defective materials and workmanship.

D. **What must you do...** Keep this warranty, your invoice and contract in a safe place. Call EPS at (800) 594-9165 for warranty service within twenty-four (24) hours of discovery of any warranted defect to notify EPS of the defect.

E. Other Conditions

1. EPS will not pay for any incidental or consequential damages, (for example, loss of refrigerated foods, living/working expenses, loss to other property or person's).

2. This warranty will be voided if someone other than EPS performs services on the work covered by this warranty.

3. Your exclusive remedy for breach of this limited warranty is repair or replacement of defective materials and workmanship.

4. All other warranties express or implied are expressly disclaimed.

Bid Acceptance: The information contained in this bid and the attached documentation is binding upon acceptance of the bid. Acceptance of the bid may occur through signing below and returning this page to EPS, Inc., or emailing EPS, Inc. that you accept the bid. When accepting a bid, you agree to be bound by EPS, Inc.'s Terms and Conditions. If you accept the bid on behalf of a third-party/company you work for, you also represent and warrant you have authority to contractually bind the third-party/company. Any changes to an accepted bid will be charged as an extra. Bid and performance bonds are not included in this proposal unless explicitly noted.

RESOLUTION NO.

**RESOLUTION AUTHORIZING EXECUTION OF
A CONTRACT WITH AUDIO VIDEO EXTREMES**

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar that the quote from Audio Video Extremes for an audio/visual solution in the amount of \$14,994.63 is accepted.

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

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

Dated this 17th day of July 2023

MAYOR

Attest:

CITY CLERK



Original

TV's/Mounts



2	Sony KD-85X85K X85K 4K HDR LED TV with smart Google TV (2022)	\$1,799.99	\$3,599.98
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2 Each	Strong SM-CEILING-T-L Ceiling TV mount	\$431.95	\$863.90
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1 Each	AVX Misc Cable Parts Misc parts for mounting above drop ceiling	\$50.00	\$50.00
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	Sony XR-85X90L BRAVIA XR 85 Class X90L Full Array LED 4K HDR Google TV (2023)	\$3,299.99	
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TV's/Mounts	Parts:	\$4,513.88	Labor:	\$0.00	Total:	\$4,513.88
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Video Switch



1	AVPro Edge AC-CX42-AUHD 4x2 ConferX Auto Switching Matrix w/ HDBaseT Inputs and Outputs. Microphone, Volume and Line Level Audio..	\$1,318.99	\$1,318.99
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2	AVPro Edge AC-EX70-UHD-BKT AC-EX70-UHD-BKT is a 70 meter HDMI via HDBaseT receiver over single CAT-6a/7 UTP/STP.	\$482.90	\$965.80
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5	Binary B6-4K2-.7-Black .7M - Binary B6 Series HDMI Cable - Supports Full 4K HDR 4:4:4 Video Formats (18 GBps)	\$15.99	\$79.95
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1 Each	Binary B3-AUD-1 B3-Series Analog RCA Cable 1 Meter (3.28 ft.)	\$14.99	\$14.99
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Video Switch	Parts:	\$2,379.73	Labor:	\$0.00	Total:	\$2,379.73
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Local HDMI



1 Each	AVPro Edge AC-CXWP-HDMO-BKT HDMI Single Gang Decora Style Wall Plate (White) HDBaseT Basic Extender Kit (70M 4K) w/ Audio Extraction on Rx 4K30 4:4:4, 4K60 4:2:0	\$878.99	\$878.99
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1	AVX Preferred Client discount Preferred Client Discount	-\$100.00	-\$100.00
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1 Each	Binary B6-4K2-4 4M - Binary B6 Series HDMI Cable - Supports Full 4K HDR 4:4:4 Video Formats (18 GBps)	\$44.99	\$44.99
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1	Binary B6-4K2-.7-Black .7M - Binary B6 Series HDMI Cable - Supports Full 4K HDR 4:4:4 Video Formats (18 GBps)	\$15.99	\$15.99
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Each	Liberty AV HDMI Adapter Ring Liberty ring with HDMI adapters	\$159.99	
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Original

Local HDMI	Parts:	\$839.97	Labor:	\$0.00	Total:	\$839.97
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Switches



2

Control4 C4-KC120277-WH
Control4 Wireless Configurable Keypad Module -120V
Configurable Up-To 6 Buttons
Only Needs High-Voltage Power
Does NOT Support a Light Load

\$241.95

\$483.90



1 Each

Control4 C4-Etched Button
Control4 etched buttons for lighting

\$40.00

\$40.00

Switches	Parts:	\$523.90	Labor:	\$0.00	Total:	\$523.90
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Bluray



1 Each

Sony UBP-X700
Sony Ultra HD Blue Ray Player

\$179.99

\$179.99



1 Each

Binary B6-4K2-1-Black
1M - Binary B6 Series HDMI Cable - Supports Full 4K HDR 4:4:4 Video Formats (18 GBps)

\$22.99

\$22.99

Bluray	Parts:	\$202.98	Labor:	\$0.00	Total:	\$202.98
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Control System



1

Control4 C4-CORE1
CORE 1 Controller

\$906.95

\$906.95



1 Each

Binary B6-4K2-1-Black
1M - Binary B6 Series HDMI Cable - Supports Full 4K HDR 4:4:4 Video Formats (18 GBps)

\$22.99

\$22.99

Control System	Parts:	\$929.94	Labor:	\$0.00	Total:	\$929.94
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Wireless Presentation



1

Vivitek NOVO-PRO
Presenter can wirelessly interact and share digital content with attendees and vice versa via their PCs, tablets or other portable devices in this modern, smart-meeting environment. NovoPRO features 4-to-1 projection, quad screen, high-definition video streaming, up to 4K UltraHD, on-screen annotation, wireless file sharing, virtual whiteboard, QR code login and easy access to cloud-based resources.

\$899.99

\$899.99



1 Each

Binary B6-4K2-1-Black
1M - Binary B6 Series HDMI Cable - Supports Full 4K HDR 4:4:4 Video Formats (18 GBps)

\$22.99

\$22.99

Wireless Presentation	Parts:	\$922.98	Labor:	\$0.00	Total:	\$922.98
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Original

Mixer/Volume Control

	1	Episode EA-MR-COMM-RVC-100 Episode Commercial 70V In-Wall Volume Control - 100 Watt		\$74.95		\$74.95
	1	JBL NCSM28-U-US 8 Input - 2 Output Mixer1		\$549.00		\$549.00
		JBL 4-Channel Mixer-Black 4 Input - 1 Output Mixer, Fanless, 1U Half-Rack, Mounting Kit Included		\$395.00		
	4	HOSA PHX-206F-BULK PHX3F To XLR3F Adapter		\$15.95		\$63.80
		Mixer/Volume Control	Parts:	\$687.75	Labor:	\$0.00
					Total:	\$687.75

Install Labor

	38	Labor Install Labor Installation and setup of training Room				\$3,762.00
		Install Labor	Parts:	\$0.00	Labor:	\$3,762.00
					Total:	\$3,762.00

Wire

	250 Feet	ICE Cable Cat 6/P/Black 23awg, 4 Pr, Solid, 550mhz (w/spine), Plenum, HDBaseT Certified		\$0.78		\$195.00
	50	ICE Cable 18-2/P/White 18awg, 2 Cond, Plenum Rated		\$0.73		\$36.50
		Wire	Parts:	\$231.50	Labor:	\$0.00
					Total:	\$231.50

Electrician

1	AVX Electrician Electrician could be supplied by AVX at the rate the electrician would charge to AVX					
	Electrician	Parts:	\$0.00	Labor:	\$0.00	
					Total:	\$0.00

Total Parts: \$11,232.63
 Total Labor: \$3,762.00
 Sales Tax: \$0.00
 Total: \$14,994.63

Initials: _____
 Page 356 of 387
 Page: 3



Original

Willmar Fire Department

Date: _____

Adam Murphy

Date: _____

Department Conference Room (Rev2)

City of Willmar

Jonah Johnson
515 2nd St SW
Willmar, MN 56201 United States
320-905-2420



Presented By:



Aufderworld Corporation

2750 Niagara Lane North
Plymouth, MN 55447 USA
763-233-7700

www.aufderworld.com

www.excelavgroup.com

Modified: 6/2/2023

Revision: 0

AV Updates



- 1 **1 - Excel Hardware & Labor**
Labor and Materials



- 1 **BARCO Clickshare C-10**
Barco C-10 unit - ships with 1 button



- 3 **Comprehensive CAT6-25BLK 808447025422**
Cat6 550 Mhz Snagless Patch Cable 25ft Black



- 1 **Comprehensive CAT6-7BLK-10VP 808447075731**
Cat6 Snagless Patch Cables 7ft (10 pack) Black



- 1 **Comprehensive HD18G-12PROBLK 808447078800**
Pro AV/IT Certified 18Gb 4K High Speed HDMI Cable with ProGrip 12ft Black



- 4 **Comprehensive HD18G-6PROBLK 808447078787**
Pro AV/IT Certified 18Gb 4K High Speed HDMI Cable with ProGrip 6ft Black



- 1 **FSR DSKB-1G-WHT 18119**
1 Gang Desktop Mounting Bracket w/ IPS Grommet Kit - White



- 1 **Intelix INT-USB2-50CWP**
USB 2.0 EXTENDER CLIENT WP



- 1 **Intelix INT-USB2-50H**
USB 2.0 EXTENDER HOST BOX



- 1 **Legrand AV /Luxul Wireless Inc. AMS-2624P LW-AMS2624P**
AV SERIES 26-Pt/24 PoE+ GbE Mgd Switch



- 2 **Legrand AV/ Chief CMA110 841872002507**
CMA-110 FLAT CEILING PLATE



- 2 **Legrand AV/ Chief CSMP9X12 841872173467**
PROXMOUNT PLATE9X12

* Price Includes Accessories

Presented By: Aufderworld Corporation

Project Name: Department Conference Room (Rev2)

Project No.: AWC-6976

6/2/2023

Page 2 of 9



- 2 **Legrand AV/ Chief XCM1U 841872159393**
XL SINGLE COLUMN CEILING MOUNT



- 1 **Legrand AV/Middle Atlantic DWR-24-22PD 656747005534**
24SP/22D WALLRACK W/PLEXI



- 2 **LG 86UR640S9UD 86UR640S9UD**
86" 3840 x 2160 UHD Commercial Lite LED backlit LCD TV - Black



- 2 **LIBERTY AV SOLUTIONS DL-HD70 DL-HD70**
HDMI over HDBaseT 70m extension complete set with flexible power and RS232 / IR control



- 12 **QSC AC-C6T AC-C6T**
6.5" Two-way ceiling speaker, 70/100V transformer with 8 $\hat{e}$ bypass, 110 $\emptyset$ conical coverage, includes C-ring and rails for blind mount installation. Priced individually, sold only in pairs.



- 1 **QSC CORE 8 FLEX**
Unified Core with 8 local audio I/O channels, 64x64 network I/O channels with 8x8 Software-based Dante license included, USB AV bridging, dual LAN ports, VoIP telephony, 8x8 GPIO, 8 AEC processors, Half-size 1RU.



- 1 **QSC NV-21-HU**
4K60 4:4:4 Network Video Endpoint for Q-SYSEcosystem, software configurable as Encoder or Decoder. 1 HDMI 2.0 Input, 1 USB-C Input, 1 HDMI 2.0 output. Optional Software License to enable AV Bridging (SLQBR-P).



- 1 **QSC NV-32-H FG-901179-01**
4K60 4:4:4 Network Video Endpoint for the Q-SYS Ecosystem, software configurable as Encoder or Decoder. 3 HDMI 2.0 Inputs, 2 HDMI 2.0 Outputs, on-board AV Bridging.



- 1 **QSC SPA-Qf 60x4**
4-ch, 60W/ch Q-SYS network audio Amplifier, Lo-Z, FlexIO, with Mic/line Input, 100-240v



- 1 **QSC TSC-70-G3**
Q-SYS 7" PoE Touch Screen Controller for In-Wall Mounting. Color - Black only



- 1 **QSC TSC-710t-G3**
Table top mounting accessory for TSC-70-G3 and TSC-101-G3.

* Price Includes Accessories

Presented By: Aufderworld Corporation

Project Name: Department Conference Room (Rev2)

Project No.: AWC-6976

6/2/2023

Page 3 of 9



2 SENNHEISER A 1031 U 004645

Receiving/transmitting antenna, passive, omnidirectional, BNC connector, 3/8" mounting thread



1 SENNHEISER EW-D ASA (Q-R-S) 508879

Active antenna splitter (dual 1;4) with DC power distribution for EW-D receivers. Includes (1) NT 12-35 CS power supply and (8) BNC cables (470-706 MHz)



1 SENNHEISER EW-D COLOR CODING SET 508989

Sets of magnetic color indicators for the EW-D SK, EW-D SM and EW-D EM for identification purposes. Includes (1) EW-D SK COLOR CODING set (16 pcs), (1) EW-D SKM COLOR CODING set (16 pcs), and (1) EW-D EM COLOR CODING set (16 pcs)



2 SENNHEISER EW-D ME2/835-S SET (R4-9) 508772

Digital wireless lavalier/vocal combo set. Includes (1) EW-D EM digital 19 1/2" single channel receiver?, (1) EW-D SK digital bodypack transmitter, (1) new ME2 lavalier (omnidirectional, condenser), (1) EW-D SKM digital handheld transmitter with mute switch ?, (1) MMD 835 microphone module ?, (1) M

AV Updates Total: \$43,052.00

Project Subtotal: \$43,052.00

* Price Includes Accessories

Presented By: Aufderworld Corporation

Project Name: Department Conference Room (Rev2)

Project No.: AWC-6976

6/2/2023

Page 4 of 9

Aufderworld Corporation

Project Summary

Total Installation Price: **\$43,052.00**

Grand Total: **\$43,052.00**

Client: **Jonah Johnson**

Date

Contractor: **Aufderworld Corporation**

Date

Payment Schedule	Amount	Due Date
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Down Payment (50%)	\$21,526.00	
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Final Payment (50%)	\$21,526.00	
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Sales tax will be added to the final invoice if applicable	\$0.00	
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* Price Includes Accessories

Presented By: Aufderworld Corporation

Project Name: Department Conference Room (Rev2)

Project No.: AWC-6976

6/2/2023

Page 5 of 9

Scope of Work

System Description:

Audio:

- Install (1) new audio & control processor to handle all audio in the room.
 - Inputs to be:
 - (2) New wireless combo units for in room presentation voice lift
 - Antenna distribution for better reception in the room is included.
 - Video system audio
 - Outputs to be:
 - Install (1) new amplifier power (12) new speakers installed in ceiling.

Video:

- Install (1) video switching solution for in-room presentation of sources.
 - Inputs to be:
 - (1) New wireless presentation unit
 - (1) Laptop connection in the lectern
 - (1) Room PC connection in the rack
 - USB connections will be extended to the lectern for keyboard/mouse/flash drive connectivity.
 - Outputs to be:
 - (2) New 86" monitors hung from client finished ceiling at the front of the room. Displays will be hung at a higher height to allow for the most visibility possible of OFE whiteboard.
 - Client to provide (1) 15A duplex outlet at each display location in the ceiling tile.

Control:

- Install (1) new tabletop touch panel for control of system located at OFE lectern.
 - Controls to include:
 - System on/off
 - Video switching
 - Display on/off
 - Volume/mute controls

General:

- Install (1) 24 space wall mounted rack to house equipment and allow for system expansion, if necessary, at a later time.
 - Rack systems to include:
 - Thermal Management
 - Cable Management
 - Power Management
 - Locking front door
 - Client to provide (1) 15A duplex outlet on dedicated circuit at rack location.
- Install (1) disconnect wall plate located near lectern location so lectern can be moved/removed without removing equipment.

* Price Includes Accessories

Terms and Conditions

The following terms and conditions shall apply to each order for products and services of Aufderworld Corporation (AWC) and Excel AV Group which is an AWC company and shall constitute the entire agreement between the parties. The terms and condition may not be varied, and no modification or addition shall be of any force or effect unless specifically accepted by AWC in writing. Acceptance of orders which contain additional or different conditions of purchase printed on the order or other form shall not binding unless specifically agreed to by AWC in writing by an authorized representative of Aufderworld Corporation. Conflicting terms and conditions between this document and a Client's purchase order, acceptance, or other form, THESE TERMS AND CONDITIONS SHALL SUPERSEDE AND GOVERN. This agreement shall be governed by laws of the state of Minnesota. Any disputes arising under this agreement shall be determined by arbitration conducted in accordance with the American Arbitration Association Expedited Rules for Commercial Arbitration in Minneapolis, Minnesota.

- Pricing.** Upon receipt of signed contract or purchase order AWC will supply products and/or services at price stated in bid/contract/quote. Pricing is good for (90) days from date of bid with exception of items which are no longer commercially available due to end of sale designation by manufacturers. If Client signs contract and/or provides purchase order after 90 days from date of bid AWC reserves the right to revise pricing resulting from increase in cost to AWC from its' suppliers. Client shall pay any extra costs incurred by AWC as a result of changes or modifications to specifications by Client.
- Down payment and Payment.** Unless other terms are agreed to in writing, Client shall pay 50% of the total contract price to initiate project activities. The final 50% will be invoiced upon completion of installation and commissioning of system and will be Net (30). Final invoice will include all change orders resulting from scope changes and product additions. After the Net (30) date AWC reserves the right to charge a late fee of \$50.00 and 18% of outstanding balance. **Payment for product only sales are due upon receipt.**
- Lease Rates.** Client shall be responsible for lease payments if system is leased. Payments will be based on lease rates at the time of purchase. Payment may vary depending on prevailing interest rates, terms, and deposits.
- Cancellation.** Client may not cancel or revise any order accepted by AWC without prior written consent of AWC. If an order is cancelled following signed approval, there shall be a re-stocking fee equal to 20% of the total order, plus any expenses already incurred by AWC.
- Change Orders.** Equipment, materials, or labor needed outside of the scope of this agreement or resulting from unforeseen circumstances out of the control of AWC will be submitted as a change order to the client's representative (primary project contact). Aufderworld Corporation assumes this contact is authorized to approve such work and will receive the appropriate approvals within the client's organization to authorize all additional spend. Approval will be needed prior to procurement by AWC.
- Scope of Work Changes.** Changes of scope requested by Client, including additional requirements or restrictions placed on AWC by Client will be added to the contract/project price. When AWC becomes aware of the nature and impact of the change request a change order will be submitted for review and approval by Client. Additional work or equipment purchases will not resume until Client approves change order in writing.
- Warranty.** Products sold by AWC carry their respective manufacturer's warranty. Installation performed by AWC or one of its subcontractors is warranted to be free from workmanship defects for a period of one year. Owner provided equipment warranties are the responsibility of owner and not covered by AWC.
- Access to Premises and worksite labor requirements.** Client will provide prompt and timely access to installation areas based on an agreed upon schedule. Any changes in schedule resulting in added labor or shipping expenses to AWC will be billed as a change order. Labor is bid at non-union rates and normal business hours. Any changes to schedule resulting in off hour, weekend, or holiday work or requirements for union labor will also be billed as change order.
- Electrical.** All electrical will be provided by owner/Client unless requested as part of bid under special arrangements. All electrical needs for AWC systems will be specified on electrical or architectural drawings by AWC Engineering and/or Project Management teams. Installation of Satellite, Audio, Video, and lighting systems is dependent on electrical to be completed. Any delays in electrical work will result in delays of AWC systems being installed. All circuits for AV and lighting to be derived from the same subpanel and reference the same ground and neutral bus. All electrical to be performed in accordance with NEC and local electrical codes (AHJ).
- Low Voltage Cabling.** Low voltage cabling that is not included in AWCs scope for projects must be completed using the specifications provided by AWC Engineering/Project Management. The specifications will be provided for cable type, location of drops and quantities. Preference is to provide the locations of drops on architectural drawings to ensure proper installation. All conduit, core drilling, firewall penetrations, and concrete sawing to be performed by electrical contractor or general contractor.
- Construction.** Construction activities provided by client or client hired general contractor. AWC will need the GC to provide backer board or other special mounting requirements for televisions, speakers, and other heavy equipment like projector and projector screens. AWC will provide specific requirements to the GC in format they request.

* Price Includes Accessories

Presented By: Aufderworld Corporation

Project Name: Department Conference Room (Rev2)

Project No.: AWC-6976

6/2/2023

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Aufderworld Corporation

12. **Network.** Components of our satellite distribution systems are designed to be integrated into an existing local area network. Aufderworld Corporation will work with the property's IT department to integrate these components. Customer agrees that cooperation will be given by their IT department in achieving integration with the newly installed system by AWC. Where necessary, AWC will install a closed audio, video, and lighting system network. This network will not reside on any client or existing network infrastructure unless otherwise specified by Client. AWC Engineers will work with client's IT department to integrate all systems needing connection to existing client network and all networks will be managed by client. Client will be responsible to provide all data network drops specified by AWC Engineering on construction drawings unless AWC is contracted to provide. Client is also responsible to provide all data networking information to ensure a successful integration to AWC installed systems where necessary including but not limited to IP address information, phone numbers, email accounts, and network credentials. It is assumed that any existing systems (Lighting, Shades, HVAC, Audiovisual, and Control) that are to be integrated with new system will be readily available with the current implemented version of source code. If original programming code cannot be provided AWC will provide a change order for additional engineering time.
13. **Owner Furnished Equipment (OFE).** Performance and maintenance of OFE is responsibility of Client and AWC assumes existing equipment is in good working condition currently. AWC is not responsible for broken or non-functional OFE and any repair or replacement of these items that may be necessary will result in additional cost to Client. AWC is not responsible for unused OFE or for disposal of OFE unless prior agreement has been made. AWC does not guarantee OFE will be compatible with all new systems being installed.
14. **Delivery/Installation.** Aufderworld Corporation shall not be responsible for any reasonable delays in delivery or installation due to strikes, accidents, natural disasters, pandemics, or delays beyond the control of Aufderworld Corporation. Any delivery schedule which AWC may provide to the Client represents a good faith estimate and shall not bind AWC to anything more than its reasonable efforts to meet such estimates. Any requests from Client for expedited freight will be billed as a change order.
15. **Training.** A single system training will be performed by AWC Engineering staff for up to (3) individuals designated by Client. Training for additional people will be the responsibility of client. Training to be done during normal business hours unless specified otherwise in contract. Optional off hours training will be billed at higher rate. Standard training is to cover standard operation and main function of installed system and is not intended to cover or explore every possible variable, nor is it training on AV or lighting theory and design. Advanced and customized training can be provided at an additional cost.
16. **Compliances/System.** All local, national, and state code compliance, permissions, fees, permits, approvals, etc. are responsibility of Client unless otherwise stated.
17. **Insurance/Risk of Loss.** Client shall assume risk of loss of equipment sold under this agreement upon date of equipment delivery by Aufderworld Corporation; and Client shall assume risk of loss to improvements made by Aufderworld Corporation in the form of equipment installation, after improvements are made and installed and the entire system is fully operational for thirty (30) consecutive days. Client shall maintain appropriate insurance coverage to cover risks assumed by Client under these terms and conditions.
18. **Insurance.** Aufderworld Corporation shall maintain workers compensation coverage and public liability insurance to cover its activities under this agreement.
19. **Applicable Taxes.** Clients outside the State of Minnesota are responsible for all applicable taxes.
20. **Tax Exempt Status.** Organizations with tax exempt status must supply Aufderworld Corporation with proof of exemption.
21. **Confidentiality.** All system design specifications and materials contained herein remains property of Aufderworld Corporation. Confidential proposal and enclosures are intended for recipient only.
22. **Proprietary.** This proposal contains trade secrets and confidential proprietary design information of Aufderworld Corporation. Review of this proposal constitutes agreement not to disclose its contents to any other party except with the approval of Aufderworld Corporation.
23. **Hold Harmless.** The client agrees that Aufderworld Corporation is to recommend design standards, systems, policies, procedures, vendors, devices, etc. that are reasonable in nature, and the recommendations or lack of recommendations will not be construed as errors or omissions of Aufderworld Corporation.
24. **Exclusion.** Aufderworld Corporation makes no warranty or claim of functionality for designs or equipment not provided by Aufderworld Corporation. If any modifications, corrections, or revisions to the system are required, Aufderworld Corporation will provide solutions on a time and materials basis with written approval by Client.
25. **Indemnity.** Each party agrees to indemnify and hold the other harmless from any claims, damages, or liability of any nature whatsoever, arising out of the wrongful act, errors or omissions of the indemnifying party, its agents, or employees, or arising out of the negligent, defective, or deficient condition of the property of the indemnifying party. In addition, Owner agrees to defend, indemnify, and hold harmless the Operator from and against any claim, lawsuit, or other form of compulsion initiated and prosecuted by a Franchised Cable Company, its successors or assigns arising out of the rights and duties granted to the Operator, and the cost for any repair, removal or re-installation required to resolve any claim, lawsuit or other form of compulsion initiated and prosecuted by a Franchised Cable Company, its successors, or assigns. This would also include any legal fees incurred by Aufderworld Corporation.

Satellite TV Specific Terms

26. **Residential Upgrades.** If the headend system installed at Client facility has the capability for residents to upgrade programming or

* Price Includes Accessories

Presented By: Aufderworld Corporation

Project Name: Department Conference Room (Rev2)

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Aufderworld Corporation

equipment or both, Client staff will be expected to physically install new equipment with remote support from AWC. Aufderworld Corporation will apply a \$100 credit toward monthly programming invoices for each residential receiver installed by Client maintenance staff. An Aufderworld Corporation service tech will be available to support the installation via phone should help be needed.

27. **Extra Receivers.** If the system purchased is a DRE or DRE+ system, a receiver is required for each TV connected to the DirecTV system. Standard HD and HD DVR receivers are available. Client can purchase additional receivers for residents at any time at rates provided above. Aufderworld Corporation must sell receivers to the Client directly and not to individual residents. Client can at its discretion sell, lease, or rent extra receivers to the residents at whatever rate is established by the Client. Extra receivers are warranted for one year from date of purchase.
28. **Signal Integrity.** Client shall hold Aufderworld Corporation harmless and indemnify it from any unauthorized reception and use of protected signals by Client.
29. **Existing Distribution.** Aufderworld Corporation assumes existing distribution system is operational, functioning in good order and owned by the Client. Aufderworld Corporation is not responsible for repair or warranty of any existing equipment, nor does Aufderworld Corporation guarantee compliance with all FCC regulations for equipment not installed by Aufderworld Corporation. Distribution System improvements or replacements will be made and billed for on an as-needed basis. Signal improvements will be assessed as made and determination of the job scope is at the discretion of the Client. If any equipment in this quote is intended to integrate with an existing computer network, it is assumed that a representative from the Client's IT department will be available and able to assist in the integration. Aufderworld Corporation assumes that all wiring is in place and is of the type that will accommodate full functionality of proposed system. Aufderworld Corporation assumes all passive distribution components can pass frequencies from 5-2150 MHz's If distribution upgrade is necessary, Aufderworld Corporation can provide at standard commercial rates.
30. **Satellite, in-house signal quality.** Aufderworld Corporation guarantees optimal signal quality at the headend per equipment manufactures specifications and performance criteria. Signal quality at TV outlets will be equal to or better than existing signals. Client to assume all DirecTV programming costs associated with an upgrade in programming service. It is assumed that the length of the satellite signal run does not exceed 200 feet. If the run exceeds 200 feet, Aufderworld Corporation can provide, if necessary, line amplifiers and additional labor at prevailing commercial rates.
31. **Compliances/Procedure.** Compliance with the programming terms set forth by DirecTV is required. Aufderworld Corporation must be notified of any changes in number of units and/or programming changes.
32. **Term.** Term of this agreement is 12 months from installation date unless other terms are agreed upon in the DirecTV programing agreement signed by customer at the time of installation. In that case, the terms of the DirecTV agreement shall prevail. Once the DirecTV agreement has expired, Client must give Aufderworld Corporation a minimum of 60-days written advance notice of intent to terminate service with Aufderworld Corporation.
33. **Program Fees.** Client is responsible for payment of programming fees based on published rates at the time of installation. Fees may vary from previously quoted prices due to rate increases or promotional discounts. Receiver price is based upon one-year programming subscription. Early termination may result in \$135.00 per receiver charge plus any other applicable early termination fees. Client will be responsible for first and last month programming fees prior to activation of system.

* Price Includes Accessories

Presented By: Aufderworld Corporation

Project Name: Department Conference Room (Rev2)

Project No.: AWC-6976

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City of Willmar

City Council Action Request

Council Meeting Date:	July 17, 2023	Agenda Item Number:	10.K.
Agenda Section:	Regular Business	Originating Department:	Finance
Resolution:	No	Prepared By:	Tom Odens, Finance Director
Ordinance:	No	Presented By:	Tom Odens, Finance Director
Item:	Review of the Financial Report as of June 30, 2023		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. 6-30-2023 Finance Report



**City of Willmar
General Fund
Budgetary Comparison Report
For the Period Ended June 30, 2023
(As of 07/10/2023)**

	2022 Actual Year-To-Date	2023 Annual Budget	2023 Actual Year-To-Date	% of 2023 Budget
<u>Revenues</u>				
General Property Taxes	\$ 6,716,243.12	\$ 8,526,561.00	\$ 4,357,938.30	51.11%
Licenses and Permits	691,420.36 *	495,310.00	291,418.90	58.84%
Intergovernmental	6,117,702.15 *	6,211,046.00	182,255.00	2.93%
Service Charges	974,940.16 *	1,007,651.00	493,317.58	48.96%
Fines and Forfeits	92,982.67	100,000.00	49,200.07	49.20%
Special Assessments	3,845.48 *	1,700.00	1,015.19	59.72%
Miscellaneous Revenue	854,613.38 *	851,324.00	853,338.21	100.24%
Other Financing Sources	2,494,902.52	2,524,792.00	1,073,121.00	42.50%
Total Revenues	\$ 17,946,649.84	* \$ 19,718,384.00	\$ 7,301,604.25	37.03%
<u>Expenditures</u>				
City Administrator	\$ 457,058.70	\$ 672,053.00	\$ 270,795.99	40.29%
Mayor and Council	207,970.27 *	224,100.00	146,932.99	65.57%
Planning/Development Services	763,066.77	797,675.00	423,322.89	53.07%
City Clerk	242,355.04	246,111.00	126,486.44	51.39%
Assessing	121,570.00	134,938.00	139,496.00 *	103.38%
Finance Department	493,471.15	641,539.00	323,449.07	50.42%
Legal	400,065.84 *	300,000.00	164,983.45	54.99%
City Hall	180,979.53 *	166,058.00	111,941.51	67.41%
Information Technology	651,066.41	762,060.00	427,273.57	56.07%
Office Services	15,976.36	31,800.00	8,453.74	26.58%
Cultural Diversity	-	-	480.99 *	-----
Human Resources	185,668.20 *	227,849.00	87,399.24	38.36%
Elections	89,646.75	37,781.00	1,792.28	4.74%
Non-Departmental/Gen.Gov't.	1,161,671.70 *	714,968.00	305,834.27	42.78%
Sub-Total General Gov't.	4,970,566.72	4,956,932.00	2,538,642.43	51.21%
Police Department	6,229,299.35 *	5,404,330.00	3,313,807.22	61.32%
Fire Protection	878,286.13	1,012,641.00	495,003.57	48.88%
Non-Departmental/Pub.Safety	14,560.30	18,500.00	16,081.84	86.93%
Sub-Total Public Safety	7,122,145.78	6,435,471.00	3,824,892.63	59.43%
Transit System	17,500.00	20,000.00	20,000.00	100.00%
Engineering	392,316.27	871,658.00	131,168.14	15.05%
Storm Water	67,006.47	82,200.00	19,441.24	23.65%
Public Works	3,354,526.09 *	3,382,720.00	1,746,179.04	51.62%
Non-Departmental/Pub.Works	-	1,000.00	-	0.00%
Airport	-	-	3,539.75 *	-----
Sub-Total Streets/Highways	3,831,348.83	4,357,578.00	1,920,328.17	44.07%
WRAC	127,393.37	130,712.00	72,684.46	55.61%
Library	551,502.90	568,825.00	329,792.96	57.98%
Auditorium	52,515.88	176,500.00	37,078.29	21.01%
Non-Departmental/Culture-Recr.	89,857.36	100,000.00	65,000.00	65.00%
Parks & Recreation	746,696.00 *	896,281.00	483,840.47	53.98%
Civic Center	750,258.06 *	823,911.00	491,353.05	59.64%
Community Center	251,989.56 *	260,194.00	127,235.42	48.90%
Aquatic Center	275,577.65	311,035.00	66,968.63	21.53%
Recreation/Event Center	29,467.66	188,500.00	20,642.24	10.95%
Sub-Total Culture/Recreation	2,875,258.44	3,455,958.00	1,694,595.52	49.03%
Transfers	79,000.00 *	1,956,186.00	-	0.00%
Total Expenditures	\$ 18,878,319.77	\$ 21,162,125.00	\$ 9,978,458.75	47.15%

* Indicates Over Budget



City of Willmar
Waste Treatment Plant
Budgetary Comparison Report
For the Period Ended June 30, 2023
(As of 07/10/23)

	<u>2022 Actual</u> <u>Year-To-Date</u>	<u>2023</u> <u>Annual Budget</u>	<u>2023 Actual</u> <u>Year-To-Date</u>	<u>% of 2023</u> <u>Budget</u>
<u>Revenues</u>				
Intergovernmental	\$ 79,456.21	\$ 78,500.00	\$ 39,896.04	50.82%
Service Charges	10,107,369.10	10,101,000.00	4,091,196.31	40.50%
Miscellaneous Revenue	272,880.12 *	84,000.00	379,850.84 *	452.20%
Other Financing Sources	1,608,307.47 *	-	-	----
Total Revenues	\$ 12,068,012.90	* \$ 10,263,500.00	\$ 4,510,943.19	43.95%
<u>Expenditures</u>				
Waste Treatment - Municipal	\$ -	\$ -	\$ -	----
Waste Treatment - Treatment	7,955,205.53	12,315,489.00	2,206,288.55	17.91%
Waste Treatment - Collections	4,796,123.77 *	4,237,929.00	195,486.15	4.61%
Waste Treatment - Biosolids	285,533.27	399,105.00	64,218.64	16.09%
Waste Treatment - Eagle Lake	13,127.88	54,650.00	14,148.78	25.89%
Total Expenditures	\$ 13,049,990.45	\$ 17,007,173.00	\$ 2,480,142.12	14.58%

* Indicates Over Budget



City Council Action Request

Council Meeting Date:	July 17, 2023	Agenda Item Number:	10.L.
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:	Set Public Hearing to Vacate Public Easements on the Preserve on 24th First Addition Plat, August 7, 2023, 6:30 pm		

RECOMMENDED ACTION:

Set public hearing date for August 7, 2023, 6:30 pm to vacate public easements on the plat

OVERVIEW:

When this property was subdivided, WMU requested easements along lot lines for the purpose of providing services onto the site for future development. Kuepers will be combining these lots for their apartment complex project, creating an issue of abandoned easements. The attorney for the Kuepers project is requesting a formal vacation from these easements. A public hearing is required to formally vacate easements.

For information purposes: The city of Willmar does not have a formal process for vacating easements and there is no fee established to process these requests. Staff will be working with City Attorney Scott to formalize this process and establish a fee to be added to the fee schedule.

BUDGETARY/FISCAL ISSUES:

None; Would Council like to establish a fee for this request?

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

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

Plat of:

PRESERVE ON 24TH FIRST ADDITION

DEDICATION

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

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

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

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

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

Steven Kuepers, Chief Manager

STATE OF MINNESOTA
COUNTY OF _____

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

Notary Signature

Notary Printed Name
Notary Public, _____ County, Minnesota
My Commission Expires _____

Land Surveyor

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

Dated this ____ day of _____ 20__

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

STATE OF MINNESOTA
COUNTY OF KANDIYOHI

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

Notary Signature

Notary Printed Name
Notary Public, Kandiyohi County, Minnesota
My Commission Expires _____

City Planning Commission

Approved by the Planning Commission of the City of Willmar, this ____ day of _____ 20__.

Signed: _____
Chair

ATTEST: _____
Secretary

City Council

Approved by the City of Willmar, Minnesota this ____ day of _____ 20__.

Signed: _____
Mayor

ATTEST: _____
City Clerk

City Engineer

Approved by the City Engineer of the City of Willmar
Dated this ____ day of _____ 20__

Willmar City Engineer

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

Attorney

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

Attorney

County Auditor/Treasurer

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

Kandiyohi County Auditor / Treasurer

County Recorder

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

Kandiyohi County Recorder

This drawing prepared by:

Bonnema Runke Stern Inc.

Professional Land Surveyors

4566 Hwy 71 NE - Suite 1

Willmar, MN 56201

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

Website: www.brssurveys.com

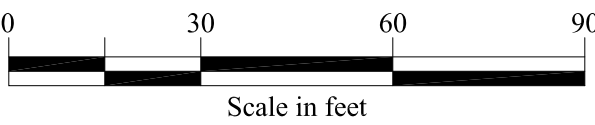
Email: josh@brssurveys.com

Requested by: Duinick Inc.

Prepared on: 05-02-2023

Located in: Section 23, T119N-R35W

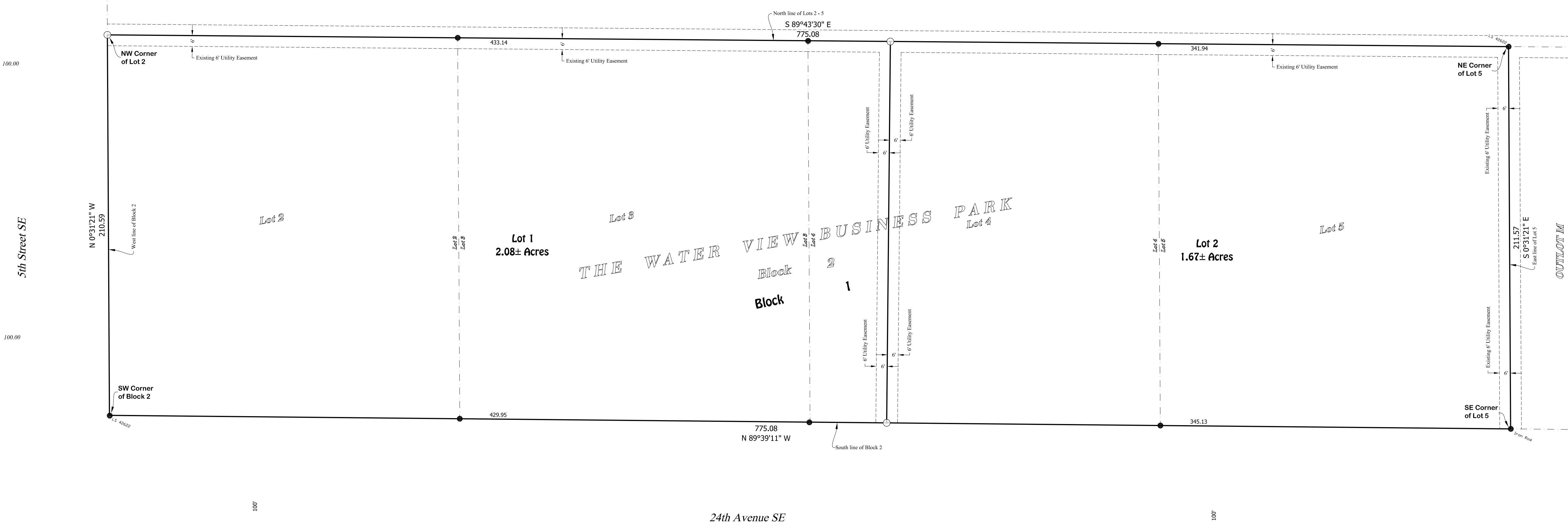
Parcel ID #'s 95-841-0110, 95-841-0120, 95-841-0130 and 95-841-0140



LEGEND

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

THE WATER VIEW BUSINESS PARK SECOND ADDITION



**PETITION TO VACATE UNDER SECTION 9.01,
CHAPTER 9 OF THE CITY CHARTER**

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL OF WILLMAR, MINNESOTA:

The undersigned property owner/owners respectfully represent:

That the petitioners are fee owner/owners of the following described property situated in the City of Willmar, Kandiyohi County, Minnesota, to wit:

Lots 2, 3, 4, and 5, Block 2, The Water View Business Park, Kandiyohi County, Minnesota

The petitioner is interested in having vacation of any interest the City may or may not have in the following described utility easement(s), to wit:

All drainage, utility and other easements lying on, over, under and across Lots 2, 3, 4 and 5, Block 2, The Water View Business Park, Kandiyohi County, Minnesota, previously dedicated, conveyed or granted on the recorded plat of The Water View Business Park, except that part lying within the northerly 6 feet of said Lots 2, 3, 4 and 5, Block 2, and that part lying within the easterly 6 feet of said Lot 5, Block 2.

That there are no city or other public utility facilities located within the premises subject to the above-described easement(s), and such easement(s) is not necessary for planned city utility installations in the future.

THEREFORE, the petitioner/petitioners respectfully request that a date for a hearing on this petition be set and at such hearing a resolution be passed to vacate any interest the City may have in the above-described portion of said easement(s).

Dated this 11th day of July, 2023.

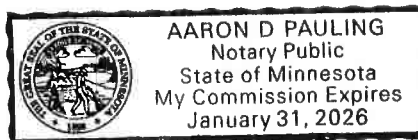
Duininck Development, Inc., Petitioner

By [Signature]
Its CEO

408 6th Street
PO Box 208
Prinsburg, MN 56281
320-978-6011
ChrisD@duininck.com

Subscribed and sworn to by me, a Notary Public, within and for said County, on this 11th day of July, 2023.

[Signature]
Notary Public





City Council Action Request

Council Meeting Date:	July 17, 2023	Agenda Item Number:	10.M.
Agenda Section:	Regular Business	Originating Department:	Planning and Development
Resolution:	Yes	Prepared By:	Justice Walker, Planning and Development Director
Ordinance:	No	Presented By:	Justice Walker, Planning and Development Director
Item:	Consider consulting services from Roger Timmerman for Broadband Project Review and Announce Broadband Town Halls		

RECOMMENDED ACTION:

Staff is recommending consulting services from FiberMyCommunity (Roger Timmerman) for Project Review for the OAF Network.

Staff recommends approving public town halls to educate citizens of the city's broadband project.

OVERVIEW:

Staff along with Laura Lewis (Special Municipal Advisor), requests that the Council approve hiring consulting services with Roger Timmerman, Executive Director of Utopia (a fiber network) located in Utah. Mr. Timmerman has experience of putting dozens of these OAF networks together; understanding what to do, and what not to do. Mr. Timmerman has been involved in building networks from scratch, and has a wealth of knowledge about municipally owned open access fiber networks. Mr. Timmerman would review 1) Hometown Fiber's proposal. Advise staff on points for improvements to maximize the network's potential. 2) Bring name recognition for more credibility to the project in the eyes of investors. The staff is seeking approval for Mr. Timmerman's professional services and to forward Timmerman's contract to the City Attorney for review and to be revised into a standard City contract.

For the Town Halls, staff would like to announce town halls for the public to attend to ask questions and get a better understanding of the project. These town halls will explain the reasoning, financing, and the impact that this project will have on our community. Staff envisions holding 3 sessions for business owners and 3-5 sessions for the public.

BUDGETARY/FISCAL ISSUES:

\$5,000 would come out of the Industrial Park Professional Services Budget

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. FiberMyCommunity-Willmar
2. FiberMyCommunity Resolution

CONSULTANT SERVICES AGREEMENT

This Consultant Services Agreement ("Agreement") is made as of [REDACTED] 2023, by and between City of Willmar, (hereinafter "**City**"), a municipal corporation under the laws of Minnesota, and N1 Networks LLC dba FiberMyCommunity, a Utah Limited Liability Company ("**Consultant**"), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the consulting services described in Exhibit A. Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A. Consultant agrees to work closely with City in the performance of the services hereunder and shall be available to City at all reasonable times.

2. Payment. City shall pay to Consultant for services rendered pursuant to this Agreement at the times, in the amount and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all billings for services to CITY in the manner specified in Exhibit B.

3. Facilities, Equipment, and Other Materials. Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials, which may be required for furnishing the services pursuant to this Agreement.

4. General Provisions. The general provisions set forth in Exhibit C are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other terms or conditions shall control insofar as it is inconsistent with the general provisions.

5. Notices. Any notice permitted or required under this Agreement shall be in writing and shall be effective when actually delivered in person or five days after being deposited in the U.S. mail, registered or certified, return receipt requested, postage prepaid; or if transmitted by email and unless a confirmation of receipt is received then it must be followed by mailed notice as above required, properly addressed as follows:

TO CITY: City of Willmar
Attention: [REDACTED]
333 Sixth Street Southwest
Willmar, MN 56201
Email: [REDACTED]

To Consultant: FiberMyCommunity
Attention: Roger Timmerman
2188 W Whisper Wood Dr.
Lehi, UT 84043
Email: roger@fibermycommunity.com

6. Exhibits. All exhibits referred to herein are attached hereto and are by this reference

incorporated herein. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

7. Time for Performance. Time is of the essence in the performance of this Agreement. Failure of Consultant to perform any service within the time limits set forth in Exhibit A shall constitute a material breach of this Contract.

8. Term. This Agreement shall be for a term of one year, commencing as of the Agreement Date, and terminating one year later, unless earlier terminated by the parties as set forth herein.

9. Key Person. [REDACTED] shall be assigned the personal responsibility for directing consultant's work on behalf of City hereunder, and shall remain in personal charge of such work for the duration of this Agreement.

Executed as of the day first above stated.

CITY

City of Willmar

By: _____
Name: _____
Title: _____

CONSULTANT:

By: _____
Name: Roger Timmerman
Title: President

EXHIBIT A
SCOPE OF WORK

Tasks

1. Third Party Plan Review

Consultant shall review all provided materials related to the Hometown Open Access Fiber Network.

Consultant may conduct remote interviews with City personnel, consultants, or others to collect additional information about the project.

2. Report

Consultant will validate assumptions, designs, business plans, etc. and provide a summary report that identifies any anomalies, risks, or problems that Consultant is able to identify in the plans for the Hometown Open Access Fiber Network.

Schedule

Work may begin immediately and is expected to take 2 weeks upon receipt of plan materials to provide a written report.

Work Product

A written report will be provided to the City that can be used as a third-party validation/analysis for its own purposes and for third-parties such as investors or partners.

Upon request, Consultant will provide a remote presentation (i.e. Zoom or other remote communications platform) covering the content of the report. This is included for the fees described in Exhibit B.

An in-person presentation is also available on request with additional fees described in Exhibit B.

EXHIBIT B

TIME AND MANNER OF PAYMENT

Compensation:

Consultant shall be paid a flat fee of \$5,000.00 (five thousand dollars) for the services rendered under this Agreement including the Third Party Plan Review and Report as described in Exhibit A.

Optional In-person Presentation:

If City requests an in-person presentation of the content from the report, Consultant shall be paid an additional \$2,000 (two thousand dollars) to compensate Consultant for the time and travel expenses associated with the in-person presentation.

Consultant shall submit an invoice for services rendered within two weeks of completion and delivery of the Work Product.

EXHIBIT C

GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. CITY shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Consultant further warrants that it is responsible for paying payroll or any other kind of taxes resulting from compensation paid to Consultant hereunder. Nothing in this agreement is intended nor shall be construed to create a partnership or a joint venture relationship.

2. Personnel. Consultant acknowledges that the services of the Contractor personnel assigned as of the effective date of this Agreement are essential to the performance of Consultant's obligations hereunder, and that no substitution of Consultant's personnel so assigned may be made without the prior written approval of CITY. Consultant shall not subcontract or assign any portion of the services provided hereunder without the prior written approval of CITY

3. Licenses; Permits; etc. Consultant represents and warrants to CITY that it has all licenses, permits, qualifications, and approval of whatsoever nature which are legally required for Consultant to practice its profession and provide the services hereunder. Consultant represents and warrants to CITY that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession and provide the services hereunder at the time the services are performed.

4. Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

5. Consultant Not Agent. Except as CITY may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind CITY to any obligation whatsoever.

6. Assignment Prohibited. The parties understand and agree that this Agreement is entered into because of the personal expertise of Consultant. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

7. Personnel. It is anticipated that Consultant shall perform all services required under this Agreement.

8. Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession, and in accordance with all applicable local, state and federal laws, rules and regulations.

All products of whatsoever nature which Consultant delivers to CITY pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.

9. Termination.

(A) Except as provided below, CITY and Consultant shall have the right to terminate this Agreement for convenience at any time by giving thirty days written notice of such termination to non-terminating party. In the event CITY shall give such notice of termination, Consultant shall immediately cease rendering services pursuant to this Agreement.

In the event CITY shall terminate this Agreement:

(1) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include:

handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

(2) CITY shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.

(3) CITY shall pay Consultant for services rendered by Consultant pursuant to this Agreement based on the rate for services under this Agreement up to the effective date of termination.

10. Non-Discrimination. Consultant shall not discriminate in employment of persons under this Agreement on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code.

11. Ownership of Information. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of CITY, and Consultant agrees to deliver such documents to CITY on completion of the services hereunder.

12. Entirety of Agreement. This Agreement contains the entire agreement of CITY and Consultant with respect to the subject matter hereof, and no other agreement, statement, or promise

made by any party, or to any employee, officer, or agent of any party, which is not contained in this Agreement shall be binding or valid. No supplement, modification, or amendment of this Agreement shall be binding unless executed by all parties in writing.

13. Counterparts. The partners may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by all the parties; each counterpart shall be deemed an original instrument as against any party who has signed it.

14. Governing Law. This Agreement is executed in the State of Minnesota, and the laws of that State shall govern its interpretation and effect (excepting any conflict of laws provisions which would serve to defeat application of Minnesota substantive law). Venue for any action arising from this agreement shall be in Willmar, Minnesota.

15. Successors. This Agreement shall be binding on and inure to the benefit of the respective successors and assigns of the parties, except to the extent of any contrary provision in this Agreement.

16. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

17. Records and Audit. Consultant shall maintain current and complete books and records relating to this Agreement, including, but not limited to, documents supporting all bids, income and expenditures. Books and records kept shall be original entry books with a general ledger itemizing all debits and credits for work performed hereunder. In addition, where applicable, Consultant shall maintain detailed payroll records including subsistence, travel and field expenses, and canceled checks, receipts and invoices for all such items. Consultant's documents, books and records shall be retained for at least five years from the date of completion of this Agreement, and Consultant shall permit access to audit its books, accounts and records relating hereto, and such records of all business entities controlled by Consultant who participated in the performance of this Agreement, Any audit by CITY may be conducted on Consultant's premises, or at the option of CITY, Consultant shall provide all such records to CITY for such audit elsewhere. Contractor shall refund any moneys erroneously paid; if Consultant has erroneously billed for an amount exceeding 5% of the compensation paid hereunder, Consultant shall also be liable for the cost of audit in addition to any other penalty.

18. Authority. Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

19. Conflict of Interest; Confidentiality. Consultant covenants and represents that he presently has no material investment or interest which would conflict in any manner or degree with the performance of the services hereunder. During the term of this Agreement, Consultant shall disclose to CITY any new contracts for consultant services or employment that Consultant may enter into during the term of this Agreement that may in any way conflict with consultant's

performance of services hereunder. If CITY believes that the contract may pose a conflict of interest, direct or indirect, financial or otherwise, or the appearance of a conflict of interest, CITY may give notice of termination of this Agreement.

Consultant understands and agrees that all documents, information and reports developed in the course of performing its obligations hereunder shall be the property of CITY. Consultant agrees to exert its best efforts in the production of such work product of this Agreement. Consultant may retain copies of materials collected or produced hereunder during the term hereof, but in the event of termination of this Agreement, Consultant shall promptly deliver any such materials to CITY without exception or reservation.

Consultant agrees that it will maintain the confidentiality of strategies and objectives developed by CITY and other matters not generally available to the public and will not disclose such information without the express written consent of CITY's Executive Director. If, in the course of performing its obligations hereunder, Consultant comes into possession of information known or reasonably expected to be confidential information from any source, Consultant will respect and maintain such confidentiality, whether under state, federal or common law, and be solely liable to any injured person in the event of its wrongful distribution of such confidential material.

Resolution No._____

**A RESOLUTION THAT THE CITY OF WILLMAR WILL HIRE FIBERMYCOMMUNITY FOR PROJECT REVIEW
OF THE HOMETOWN FIBER PROPOSAL.**

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 City of Willmar will hire FiberMyCommunity for project review of the Hometown Fiber proposal, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into a contract with FiberMyCommunity.

Dated this 17th day of July, 2023

Mayor

Attest:



City Council Action Request

Council Meeting Date:	July 17, 2023	Agenda Item Number:	10.N.
Agenda Section:	Regular Business	Originating Department:	City Clerk
Resolution:	No	Prepared By:	Judy Thompson, City Clerk
Ordinance:	No	Presented By:	Judy Thompson, City Clerk
Item:	Consideration of Sale of THC Product License- Everest Liquor LLC dba Westside Liquor		

RECOMMENDED ACTION:

Approve the Sale of THC Product License, Pending Police Department Approval, on a Roll Call Vote

OVERVIEW:

On September 19, 2022, the City Council Adopted Ordinance No. 1487 regulating the sale of tetrahydrocannabinol products in the City of Willmar. During the 2023 Regular Session, Minnesota Legislature enacted Section 340A.412, Sub. 14 to include Exclusive Liquor Store sales. Below is an establishment that has submitted a license application for approval.

Everest Liquor LLC dba Westside Liquor, located at 1600 Hwy 12 E, has submitted a Sale of THC Products License application with plans to sell THC products.

BUDGETARY/FISCAL ISSUES:

\$2,000.00 Annual License Fee

ALTERNATIVES TO CONSIDER:

Deny the approval of the requested license application.

ATTACHMENTS:

None



City of Willmar

City Council Action Request

Council Meeting Date:	July 17, 2023	Agenda Item Number:	10.O.
Agenda Section:	Regular Business	Originating Department:	City Clerk
Resolution:	No	Prepared By:	Judy Thompson, City Clerk
Ordinance:	No	Presented By:	Judy Thompson, City Clerk
Item:	Consideration of City Park Special Event by On-Sale Liquor License Holder Permit-Green Mill		

RECOMMENDED ACTION:

Approve the City Park Special Event by an On-Sale Liquor License Holder Permit on a Roll Call Vote

OVERVIEW:

The Parks and Recreation Department has rented the Guri Shelter to Relco LLC which will hold their employee appreciation event with plans to serve alcohol on July 28, 2023. A City Park Special Event by an On-Sale Liquor License Holder Permit is required to distribute or consume alcohol. Torgerson Properties, Inc. dba Green Mill-Willmar has applied for this permit with on-site employee listed as Trista Vogelpohl.

BUDGETARY/FISCAL ISSUES:

\$100 Permit Fee

ALTERNATIVES TO CONSIDER:

Deny the serving of alcohol during the event

ATTACHMENTS:

None



City Council Action Request

Council Meeting Date:	July 17, 2023	Agenda Item Number:	10.P.
Agenda Section:	Regular Business	Originating Department:	City Clerk
Resolution:	No	Prepared By:	Judy Thompson, City Clerk
Ordinance:	No	Presented By:	Judy Thompson, City Clerk
Item:	Consideration of a State 1 Day to 4 Day Temporary On-Sale Liquor License Permit – Kandiyohi County Fair Association		

RECOMMENDED ACTION:

Approve the State Application and Permit for a 1 Day to 4 Day Temporary On-Sale Liquor License, Pending Police Department Approval, on a Roll Call Vote

OVERVIEW:

The Kandiyohi County Fair Association; a 501 (c) (3) nonprofit corporation organized under the laws of the State of Minnesota, has plans to sell alcohol during the Kandiyohi County Fair from August 9-12, 2023. A State Application and Permit for a 1 Day to 4 Day Temporary On-Sale Liquor License is required to distribute or consume alcohol on their property. Municipal Code Section 3-173 states a temporary license shall only be issued to a club, charitable, religious, or other nonprofit organization that has been in existence for at least three (3) years.

BUDGETARY/FISCAL ISSUES:

\$100.00 Application Fee

ALTERNATIVES TO CONSIDER:

Deny the serving of alcohol during the Kandiyohi County Fair

ATTACHMENTS:

None



City Council Action Request

Council Meeting Date:	July 17, 2023	Agenda Item Number:	10.Q.
Agenda Section:	Regular Business	Originating Department:	City Clerk
Resolution:	No	Prepared By:	Judy Thompson, City Clerk
Ordinance:	No	Presented By:	Judy Thompson, City Clerk
Item:	Consideration of a State 1 Day to 4 Day Temporary On-Sale Liquor License Permit – Foxhole Brewhouse Inc.		

RECOMMENDED ACTION:

Approve the State Application and Permit for a 1 Day to 4 Day Temporary On-Sale Liquor License, Pending Police Department Approval, on a Roll Call Vote

OVERVIEW:

The Foxhole Brewhouse Inc. dba Foxhole Brewhouse; has plans to sell alcohol during a social event on Saturday, August 19, 2023. A State Application and Permit for a 1 Day to 4 Day Temporary On-Sale Liquor License is required to distribute or consume alcohol per State Statute 340A.404, Subdivision 10 (c), which states that the governing body of a municipality may issue to a brewer who manufactures fewer than 3,500 barrels of malt liquor in a year or a microdistillery a temporary license for the on-sale of intoxicating liquor in connection with a social event within the municipality sponsored by the brewer or microdistillery. The terms and conditions specified for temporary licenses under paragraph (a) shall apply to a license issued under this paragraph, except that the insurance requirements of section 340A.409 subdivisions 1 to 3a, shall apply to the license.

BUDGETARY/FISCAL ISSUES:

\$100.00 Application Fee

ALTERNATIVES TO CONSIDER:

Deny the serving of alcohol during their social event

ATTACHMENTS:

None