



WILLMAR CITY COUNCIL MEETING

TUESDAY, SEPTEMBER 5, 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. Proclamation:
 - A. Welcoming Week
6. Consent Items
Approve:
 - A. City Council Minutes of August 21, 2023
 - B. Willmar Municipal Utilities Commission Minutes, August 28, 2023
 - C. Accounts Payable Report 08-17-23 Thru 08-30-23
 - D. Consideration of a State 1 Day to 4 Day Temporary On-Sale Liquor License Permit – Foxhole Brewhouse Inc.
 - E. Pheasants Forever MN Habitat Fund Lawful Gambling Application
 - F. Wastewater Aerator Gearbox Repair
 - G. Memorandum of Understanding with Rice HospitalInformation:
 7. Approve Consent Agenda Items
 8. Items Removed from Consent Agenda
 9. Open Forum (Individuals Limited to Three (3) Minutes)
 10. Public Hearing:
 - A. Consider the 2nd Ave SE Easement Vacation
 - B. Consider an Ordinance Amending the General Business District
 - C. Consider an Ordinance to Create the General Business 3 District
11. Regular Business
 - A. 2023 Legislative Update - Coalition of Greater MN Cities
 - B. Accept Project Final: Epitopix IBDPI
 - C. Final payment for the Civic Center Roof over Roof Project

- D. Consider Termination of an Agreement between the City of Willmar and Willmar School District for School Resource Officers

12. "Community Pride" Announcements

13. Adjourn to Close Session

- A. Closed Session Under MN Statute 13D.05 Subd.3(c)
- B. Closed Session Under MN Statute 13D.05 Subd.3(c)
- C. Closed Session Under MN Statute 13D.05 Subd.3(a)

14. Adjourn



City Council Action Request

Council Meeting Date:	September 5, 2023	Agenda Item Number:	5.A.
Agenda Section:	Proclamation:	Originating Department:	Administration
Resolution:	No	Prepared By:	Doug Reese, Mayor
Ordinance:	No	Presented By:	Doug Reese, Mayor
Item:	Welcoming Week		

RECOMMENDED ACTION:

OVERVIEW:

The City of Willmar will celebrate Welcoming Week on September 9, 2023. Welcoming Week is a celebration of our community and all that are a part of it.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Willmar Welcome Week Proclamation

PROCLAMATION

City of Willmar

Welcoming Week of 2023

WHEREAS: Our Community's success depends on making sure that all residents feel welcome here. Today, new residents are a vital part of our community – bringing fresh perspectives and new ideas, starting businesses, and contributing to the vibrant diversity that we all value, and

WHEREAS: This week, we honor the spirit of unity that is bringing neighbors together across the City of Willmar. During Welcoming Week, I invite all residents of Willmar to join this movement of communities nationwide by renewing our commitment to our core American values and by taking action in the spirit of welcoming. By working together, we can achieve greater prosperity and make our community the kind of place where diverse people from around the world feel valued and want to put down roots, and

WHEREAS: Regardless of where we are born or what we look like, we are residents, united in our efforts to build a stronger community. By recognizing the contributions that we all make to create a vibrant culture and growing economy, we make our community more prosperous and more inclusive to all who call it home, and

WHEREAS: Let us come together to build communities where every resident has the opportunity to contribute at their best. Let us come together to create more prosperous communities and to reaffirm that Minnesota still stands as a beacon of freedom and opportunity.

NOW, THEREFORE, I, Doug Reese, the Mayor of Willmar, do hereby proclaim the week of September 9th, 2023, Welcoming Week. I call upon the people of Minnesota to join together to build stronger communities across Minnesota.

Dated this 5th day of September, 2023

Doug Reese, Mayor

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

August 21, 2023
6:30 p.m.

The regular meeting of the Willmar City Council was called to order by Mayor Douglas E. Reese. Members present on a roll call were Mayor Douglas E. 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 Justin DeLeeuw, Planning and Development Services Director Justice Walker, Community Growth Director Pablo Obregon, City Clerk Judy Thompson and City Attorney Robert Scott.

Mayor Reese stated the media had announced, in error, the city hall/community center discussion would be on the agenda this evening. This item is not listed on the agenda.

Additions/deletions to the agenda included: Council Member Ask asked that a brief discussion be held later this evening regarding the J. C. Penney site for city hall/community center.

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

City Clerk Thompson reviewed the consent agenda.

- A. City Council Minutes of August 7, 2023
- B. Work Session Summary of August 14, 2023
- C. Willmar Municipal Utilities Commission Minutes, July 10, 2023
- D. CVB Minutes of June 20, 2023
- E. Board of Zoning Appeals Minutes of May 18th, 2023
- F. Board of Zoning Appeals Minutes of August 17th, 2023
- G. Planning Commission Minutes August 2nd
- H. Planning Commission Minutes August 16th
- I. Accounts Payable Report, 08/03/23 Thru 08/16/23
- J. **Resolution No. 2023-134 Project No. 2101-B Revised Final**
- K. **Resolution No. 2023-135 To Seek Membership in the AARP Network of Age-Friendly Communities**
- L. Consideration of a State 1 Day to 4 Day Temporary On-Sale Liquor License Permit - VFW 1639
- M. Church of St. Mary Lawful Gambling Application
- N. Legislative Updates to policy titled "Drug, Alcohol and Cannabis Testing Policy for Non-Commercial Drivers"

Information:

- O. Building Report July 2023
- P. Finance Report through 7/31/2023
- Q. July/August Department Director's Reports

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

Jay Lawton, Willmar, addressed the Mayor and Council during the Open Forum regarding his approval of the J.C. Penney site for the city hall/community center.

At 6:37 p.m. Mayor Reese opened the public hearing for an ordinance adopting the codification of the Municipal Code for the City of Willmar. City Clerk Thompson presented details of the proposed ordinance.

There being no one present to speak for or against the proposed ordinance, Mayor Reese closed the public hearing at 6:38 p.m. and opened it up for discussion from the Council.

Council Member Shuldes offered a motion to adopt, assign a number, and publish **Ordinance No. 1508 Adopting and Enacting a New Code for the City of Willmar, Minnesota; Providing for the Repeal of Certain Ordinances Not Included Therein; Providing a Penalty for the Violation Thereof; Providing for the Manner of Amending Such Code; and Providing When Such Code and This Ordinance Shall Become Effective.** Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

At 6:39 p.m. Mayor Reese opened the public hearing for an ordinance amending City code for minor updates. City Clerk Thompson presented the details of the proposed ordinance.

There being no one present to speak for or against the proposed ordinance, Mayor Reese closed the public hearing at 6:40 p.m. and opened it up for discussion from the Council.

Council Member Asmus offered a motion to adopt, assign a number, and publish **Ordinance No. 1509 Amending City Code to Update to City Clerk Position, Remove Transportation of Firewood Requirement, and Change Department Terms from Leisure Services to Parks and Recreation.** Council Member Fagerlie seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Due to the length and cost of publishing the entire ordinance, Council Member Ask offered a motion to publish by summary **Ordinance No. 1509 Amending City Code to Update to City Clerk Position, Remove Transportation of Firewood Requirement, and Change Department Terms from Leisure Services to Parks and Recreation.** Council Member Nelsen seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

At 6:47 p.m. Mayor Reese opened the public hearing for an interim ordinance temporarily prohibiting the operation of cannabis businesses until January 1, 2025. City Operations Director Box presented the details of the proposed ordinance.

There being no one present to speak for or against the proposed ordinance, Mayor Reese closed the public hearing at 6:50 p.m. and opened it up for discussion from the Council.

Following discussion, Council Member O'Brien offered a motion to adopt, assign a number, and publish **Ordinance No. 1510 An Interim Ordinance Temporarily Prohibiting the Operation of Cannabis Businesses in the City of Willmar Until January 1, 2025, and Establishing a Study Period Pursuant to Minnesota Statutes Section 342.13(e).** Council Member Fagerlie seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Due to the length and cost of publishing the entire ordinance, Council Member Asmus offered a motion to publish by summary **Ordinance No. 1510 An Interim Ordinance Temporarily Prohibiting the Operation of Cannabis Businesses in the City of Willmar Until January 1, 2025, and Establishing a Study Period Pursuant to Minnesota Statutes Section 342.13(e).** Council Member Fagerlie seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

At 6:52 p.m. Mayor Reese opened the public hearing for an ordinance prohibiting the use of cannabis and certain hemp products in public places. City Operations Director Box presented the details of the proposed ordinance.

There being no one present to speak for or against the proposed ordinance, Mayor Reese closed the public hearing at 6:53 p.m. and opened it up for discussion from the Council.

Following discussion, Council Member Davis offered a motion to adopt, assign a number, and publish **Ordinance No. 1511 Amending Willmar Municipal Code, Chapter 10, Offenses and Miscellaneous Provisions and Willmar Municipal Code, Chapter 11, Regulations for Use of Parks**. Council Member Shuldes seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Due to the length and cost of publishing the entire ordinance, Council Member Nelsen offered a motion to publish by summary **Ordinance No. 1511 Amending Willmar Municipal Code, Chapter 10, Offenses and Miscellaneous Provisions and Willmar Municipal Code, Chapter 11, Regulations for Use of Parks**. Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

David Eurle, partner at Westberg & Eischens, presented the 2022 audit of the City of Willmar. He stated there were no significant findings in the audit and the City is overall in good standing.

Baker Tilly representative Doug Green presented a request to award the sale of \$8,370,000 General Obligation Improvement Bonds Series 2023A, fixing their form and specifications directing their execution and delivery; and providing for their payment. He noted the highest bidder was Piper Sandler & Company and the City of Willmar has an AA3 credit rating.

Following discussion, Council Member Asmus offered a motion to approve the request and introduced **Resolution No. 2023-136 A Resolution Awarding the Sale of \$8,370,000 General Obligation Improvement Bonds, Series 2023A Fixing Their Form and Specifications; Directing Their Execution and Delivery; and Providing for Their Payment**. Council Member Ask seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Charter Commission Chairman Richard Engan presented a request to set a public hearing for September 18, 2023, and introduce an ordinance amending City of Willmar Charter, Section 4.02 The Planning Commission.

Council Member Ask offered a motion to **introduce an ordinance amending the Charter of the City of Willmar** and set a public hearing for September 18, 2023. Council Member Nelsen seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

City Clerk Thompson stated a recent liquor compliance check performed by the Police Department resulted in one (1) violation of an on-sale liquor license. It was noted this is the first violation by Spurs Corporation dba Spurs Grill & Bar. Spurs Grill & Bar owner Willie Gonzalez appeared before the Mayor and Council to explain measures being taken to eliminate future violations.

City Administrator Valiant presented a request to approve a resolution for support for state capital improvement projects. It was noted the City would be submitting requests for two projects: 1) Community Center for \$10 million, and 2) 2024-2025 Infrastructure Improvement Projects for \$20 million. Final budget requests need to be submitted to Minnesota Management and Budget by October 13, 2023, for the 2024 State capital budget preparations.

Following discussion, Council Member Ask offered a motion to approve staff's request and introduced **Resolution No. 2023-137 Supporting State Capital Bonding Requests**. Council Member Nelsen seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Finance Director Odens presented the investment report through June 30, 2023, to the Mayor and Council. This item was received for information purposes only.

Contracted City Engineer Jared Voge presented a request to approve plans and specifications and authorize advertisement for bids on Project No. 2305 – Trott Avenue Regional Stormwater Improvements. It was noted the project is to be paid from Local Option Sales Tax (LOST) funds.

Following discussion, Council Member Fagerlie introduced **Resolution No. 2023-138 Approving Final Plans and Specifications and Authorizing Publication of the Advertisement for Bids for Project No. 2305.** Council Member Ask seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Contracted City Engineer Jared Voge presented a request to order preparation of the assessment roll and call for the assessment hearing for Project Nos. 2301-A, 2301-C, and 2303 for the 2023 Street and Other Improvements, and set the assessment hearing for September 18, 2023.

Following discussion, Council Member Fagerlie offered a motion to introduce **Resolution No. 2023-139 Declaring Costs to be Assessed, Ordering Preparation of the Assessment Roll and Calling Hearing on Assessments for City Project Nos. 2301-A, 2301-C, and 2303 – 2023 Street and Other Improvements.** Council Member Shuldes 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 approve proposed amendments to the purchase agreement with Justin Paffrath for purchase of city-owned property.

Following a lengthy discussion, Council Member Ask offered a motion to approve the proposed amendments to the purchase agreement with the removal of Outlot A(wetland). Council Member Shuldes seconded the motion.

Following further discussion, Council Member Butterfield offered a friendly amendment that Mr. Paffrath accepts Outlot A (the wetland). Council Member O'Brien seconded the motion.

Following yet further discussion, Council Member Asmus called the vote.

Council Member Butterfield then removed his friendly amendment. Council Member O'Brien removed his second.

The original motion then carried on a roll call vote of Ayes 8, Noes 0.

Planning and Development Services Director Walker presented a request to set a public hearing for September 5, 2023, for 2nd Avenue SE easement vacation. The property owner has plans to re-plat two parcels and desires to vacate the current easements and re-dedicate easements on the east side of 20th Street SE.

Following discussion, Council Member Asmus offered a motion to introduce **Resolution No. 2023-140 A Resolution That the City of Willmar Will Set the Public Hearing Date for 2nd Avenue SE Easement Vacation.** Council Member Ask 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 set a public hearing for September 5, 2023, for an ordinance amending the Willmar Zoning Ordinance, Section 6.I General Business District.

Following discussion, Council Member Asmus offered a motion to **introduce an Ordinance Amending No. 1060 Known as the Willmar Zoning Ordinance by Amending Section 6 Relating to Zoning Districts and District Regulations,** and set a public hearing for September 5, 2023. Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Due to the length and cost of publishing the entire ordinance, Council Member Ask offered a motion to publish by summary **an Ordinance Amending No. 1060 Known as the Willmar Zoning Ordinance by Amending Section 6 Relating to Zoning Districts and District Regulations.** Council Member Asmus 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 set a public hearing for September 5, 2023, for an ordinance to create a new General Business 3 District. This is being recommended as part of the effort to generate general business districts that align more with their current uses and trajectories as a district. The General Business 3 District is more industrial and provides a district for larger scale uses along the highway corridors throughout town.

Following discussion, Council Member Asmus offered a motion to **introduce an Ordinance Amending No. 1060 Known as the Willmar Zoning Ordinance by Amending Section 6 Relating to Zoning Districts and District Regulations**, and set a public hearing for September 5, 2023. Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Due to the length and cost of publishing the entire ordinance, Council Member Ask offered a motion to publish by summary **an Ordinance Amending No. 1060 Known as the Willmar Zoning Ordinance by Amending Section 6 Relating to Zoning Districts and District Regulations**. Council Member Asmus seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Council Member Ask opened the discussion regarding the J. C. Penney site for the new city hall/community center.

Council Member Asmus offered a motion to approve the city hall and community center be built at the J.C. Penney building at the Uptown Mall and that the Council use the Willmar Ten Investors' proposal presented at the May 15, 2023, Council meeting and utilize TerWisscha Construction's design concept. Council Member Ask seconded the motion.

Council Member Asmus thanked the Willmar Ten Investors Group for their vision and proposal.

Following discussion, Council Member Asmus withdrew her motion. Council Member Ask withdrew his second.

Council Member Asmus then offered a motion to approve the community center and city hall being built at the J.C. Penney building at the Uptown Mall. Council Member Ask seconded the motion, which failed on a roll call vote of Ayes 3, Noes 5. Council Members Davis, Shuldes, Nelsen, Butterfield, and O'Brien voted "no".

Council Member Fagerlie asked when the Council would be presented with the proposal for Block 50 and other sites. City Administrator Valiant is planning this information to be presented on September 18, 2023. City Administrator Valiant also hopes to have information on the City auditorium available from BKV on September 5, 2023. Planning and Development Services Director Walker is hopeful to have an update on the Armory by beginning of 2024.

Council Member Ask offered a motion to adjourn the meeting, with Council Member Shuldes seconding the motion, which carried. The meeting adjourned at 8:43 p.m.

MAYOR

Attest:

SECRETARY TO THE COUNCIL

RESOLUTION NO. 2023-134

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

Motion By: Ask

Second By: Nelsen

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

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

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

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

ORIGINAL CONTRACT AMOUNT: \$1,087,587.90

CHANGE ORDER NO. 1 \$57,842.90

CHANGE ORDER NO. 2 (\$12,323.07)

FINAL NET CONTRACT AMOUNT, PROPOSED: \$1,133,107.73

ACTUAL FINAL CONTRACT AMOUNT AS CONSTRUCTED: \$1,133,107.73

Less Previous Payments \$1,104,287.26

FINAL PAYMENT DUE CONTRACTOR: \$28,820.47

Dated this 21st day of August, 2023

/s/ Douglas E. Reese
Mayor

Attest:

/s/ Judy R. Thompson
City Clerk



RESOLUTION NO. 2023-135

TO SEEK MEMBERSHIP IN THE AARP NETWORK OF AGE-FRIENDLY COMMUNITIES

Motion By: Ask

Second By: Nelsen

WHEREAS, the health and safety of residents of all ages is of highest concern to the citizens of Willmar; and

WHEREAS, as the U.S population ages and people stay healthy and active longer, communities must adapt; and

WHEREAS, planning processes including community revitalization and economic development plans should include the needs of all people regardless of age, income, physical ability, race, and other factors of older adults; and

WHEREAS, community decisions on land-use, housing, and transportation should be consistent with comprehensive plans that have been developed with public input; and

WHEREAS, members of the AARP Network of Age-Friendly Communities become part of a global network of communities that are committed to giving their older residents the opportunity to live rewarding, productive and safe lives; and

WHEREAS, membership in the Network of Age-Friendly Communities include access to financial assistance and technical enterprise; and

NOW, THEREFORE, BE IT RESOLVED that in order to ensure Willmar is a well-designed, livable community that promotes health and sustained economic growth for residents of all ages, the City of Willmar supports the planning process and requests participation in the Network of Age-Friendly Communities.

Adopted this the 21st day of August, 2023.

/s/ Douglas E. Reese

MAYOR

ATTEST:

/s/ Judy R. Thompson

CITY CLERK

RESOLUTION NO. 2023-136

**A RESOLUTION AWARDING THE SALE OF
\$8,370,000 GENERAL OBLIGATION
IMPROVEMENT BONDS, SERIES 2023A
FIXING THEIR FORM AND SPECIFICATIONS;
DIRECTING THEIR EXECUTION AND DELIVERY;
AND PROVIDING FOR THEIR PAYMENT**

Motion By: Asmus

Second By: Ask

BE IT RESOLVED By the City Council of the City of Willmar, Kandiyohi County, Minnesota (the “City”) as follows:

Section 1. Background.

1.01 The City is authorized by Minnesota Statutes, Chapters 429 and Minnesota Statutes, Chapter 475, as amended (collectively, the “Act”) to provide financing for various public improvement projects in the City, including without limitation street and related public improvement projects included in the 2023 Improvement Projects (the “Improvements”).

1.02 The City is authorized by Minnesota Statutes, Section 475.60, subdivision 2(9) to negotiate the sale of the Bonds, it being determined that the City has retained an independent municipal advisor in connection with such sale. The actions of the City staff and the City’s municipal advisor in negotiating the sale of the Bonds are ratified and confirmed in all aspects.

Section 2. Sale of Bonds.

2.01 Authorization. It is hereby determined that it is necessary to provide financing for the Improvements and to finance those improvements through the issuance of the City’s \$8,370,000 General Obligation Improvement Bonds, Series 2023A (the “Bonds”).

2.02. Award to the Purchaser and Interest Rates. The proposal of Piper Sandler & Co., Minneapolis, Minnesota (the “Purchaser”) to purchase the Bonds of the City described in the Terms of Proposal thereof is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of \$8,906,945.14 (par amount of \$8,370,000, plus a premium of \$611,953.65, less an underwriter’s discount of \$75,008.51), for Bonds bearing interest as follows:

<u>Year of Maturity</u>	<u>Interest Rate</u>	<u>Year of Maturity</u>	<u>Interest Rate</u>
2025	5.00%	2033	5.00%
2026	5.00	2034	5.00
2027	5.00	2035	5.00
2028	5.00	2036	4.00
2029	5.00	2037	4.00
2030	5.00	2038	4.00
2031	5.00	2039	4.00
2032	5.00		

2.03. Purchase Contract. Any amount paid by the Purchaser over the minimum purchase price shall be credited to the Debt Service Fund hereinafter created, or deposited in the Construction Fund hereinafter created, as determined by the City Finance Director upon consultation with the City’s municipal advisor. The City Finance Director is directed to retain the good faith check of the Purchaser, pending completion of the sale of the Bonds. The Mayor and City Administrator are authorized to execute a contract with the Purchaser on behalf of the City, if requested by the Purchaser.

2.04. Terms and Principal Amounts of Bonds. The City will forthwith issue and sell the Bonds pursuant to the Act, in the total principal amount of \$8,370,000, originally dated the date of delivery, in fully registered form and in the denominations of \$5,000 each or any integral multiple thereof, numbered No. R-1 and upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2025	\$255,000	2033	\$585,000
2026	415,000	2034	615,000
2027	435,000	2035	645,000
2028	460,000	2036	680,000
2029	480,000	2037	705,000
2030	505,000	2038	735,000
2031	530,000	2039	765,000
2032	560,000		

As may be requested by the Purchaser, one or more term Bonds may be issued having mandatory sinking fund redemption and final maturity amounts conforming to the foregoing principal repayment schedule, and corresponding additions may be made to the provisions of the applicable Bond(s).

2.05. Optional Redemption. The City may elect on February 1, 2032, and on any day thereafter to prepay Bonds maturing 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 will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. 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. Prepayments will be at a price of par plus accrued interest.

Section 3. Registration and Payment.

3.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof is payable by check or draft issued by the Registrar described herein.

3.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing August 1, 2024, to the registered owners thereof of record as of the close of business on the 15th day of the immediately preceding month, whether or not that day is a business day.

3.03. Registration. The City will appoint, and will maintain, a bond registrar, transfer agent, authenticating agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar will keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the 15th day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When any Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate

principal amount and maturity as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is at any time registered, as of the applicable record date, in the bond register as the absolute owner of such Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payments so made to a registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds, sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to the Registrar that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to the Registrar and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, written notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) at least 30 days prior to the redemption date to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

3.04. Appointment of Initial Registrar. The City appoints U.S. Bank Trust Company, National Association, St. Paul, Minnesota, as the initial Registrar. The Mayor and the City Administrator are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Council, the City Finance Director must transmit to the Registrar money sufficient for the payment of all principal and interest then due.

3.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the City Finance Director and executed on behalf of the City by the signatures of the Mayor and the City Administrator, provided that all signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of any Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared, executed and authenticated, the City Administrator will deliver the same to the Purchaser thereof upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

3.06. Form of Bonds. The Bonds will be printed or typewritten in substantially the form set forth in **Exhibit B** attached hereto.

3.07. Approving Legal Opinion. The City Administrator is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, which will be complete except as to dating thereof and to cause the opinion to be printed on or accompany each Bond.

Section 4. Funds and Accounts; Security; Payment.

4.01. (a) Debt Service Fund. For the convenience and proper administration of the moneys to be borrowed and repaid on the Bonds and to provide adequate and specific security for the Purchaser and holders from time to time of the Bonds, there is hereby created a special fund to be designated the General Obligation Improvement Bonds, Series 2023A Debt Service Fund (the "Debt Service Fund"). The Debt Service Fund shall be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. Amounts in the Debt Service Fund are irrevocably pledged to the Bonds. To the Debt Service Fund hereby created, there is hereby pledged and irrevocably appropriated and there will be credited: (A) the proceeds of ad valorem property taxes herein or hereafter levied (the "Taxes"), and, subject to 4.02, the special assessments levied against the property specially benefited by the Improvements (the "Assessments"); (B) capitalized interest financed from Bond proceeds, if any; (C) the amount over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 2.03 hereof; and (D) all investment earnings on funds in the Debt Service Fund; and (E) any and all other moneys which are properly available and are appropriated by the City Council to the Debt Service Fund. The Debt Service Fund will be maintained in the manner herein specified until all of the Bonds and the interest thereon have been fully paid. The Finance Director will report to the City Council any current or anticipated deficiency in the Debt Service Fund in the amount necessary to pay the principal of and interest on the Bonds when due. If a payment of principal or interest on the Bonds becomes due when there is not sufficient money in the Debt Service Fund to pay the same, the City Finance Director is directed to pay such principal or interest from other funds of the City, and such fund will be reimbursed for those advances out of the proceeds of Assessments and Taxes when collected.

(b) Construction Fund. The City hereby creates the General Obligation Improvement Bonds, Series 2023A Construction Fund (the "Construction Fund") to be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The proceeds of the Bonds, less the appropriations made in Section 4.01(a), together with the Assessments collected during the construction of the Improvements and any other funds appropriated for the Improvements will be deposited in a separate construction fund (the "Construction Fund") to be used solely to defray expenses of the Improvements and the payment of principal and interest on the Bonds prior to the completion and payment of all costs of the Improvements. Any balance remaining in the Construction Fund after completion of the Improvements and payment of the costs thereof, may be used to pay the cost in whole or in part of any other improvement instituted under the Act under the direction of the City Council or may be used as provided in Minnesota Statutes, section 475.65. Thereafter, the Construction Fund is to be closed and any remaining balances

therein and subsequent collections of Assessments for the Improvements and any Taxes are to be deposited in the Debt Service Fund.

4.02. Covenants. The City hereby covenants with the holders from time to time of the Bonds as follows:

(a) It is hereby determined that the Improvements will directly and indirectly benefit abutting property and other identified property, and that at least 20% of the costs of the Improvements to the City will be paid by Assessments. The City has caused or will cause the Assessments levied or to be levied against the property specially benefited by the Improvements to be promptly levied so that the first installment will be collectible not later than 2024 and will take all steps necessary to assure prompt collection, and the levy of the Assessments is hereby authorized. The City Council will cause to be taken with due diligence all further actions that are required for the construction of each Improvement financed wholly or partly from the proceeds of the Bonds, and will take all further actions necessary for the final and valid levy of the Assessments and the appropriation of any other funds needed to pay the Bonds and interest thereon when due.

(b) In the event of any current or anticipated deficiency in Assessments and Taxes, the City Council will levy additional ad valorem taxes in the amount of the current or anticipated deficiency.

(c) The City will keep complete and accurate books and records showing: receipts and disbursements in connection with the Improvements, Assessments and Taxes levied therefor and other funds appropriated for their payment, collections thereof and disbursements therefrom, monies on hand and, the balance of unpaid Assessments.

(d) The City will cause its books and records to be audited at least annually and will furnish copies of such audit reports to any interested person upon request.

4.03. Pledge of Taxes. For the purpose of paying the principal of and interest on the Bonds, there is levied a direct annual irrevocable ad valorem tax upon all of the taxable property in the City, which will be spread upon the tax rolls and collected with and as part of other general taxes of the City. The taxes will be credited to the Debt Service Fund above provided and will be in the years (being each year of collection) and amounts as set forth in **Exhibit C**. The tax levies will be irrevocable so long as any of the Bonds are outstanding and unpaid, provided that the City reserves the right to reduce the levies in the manner and to the extent permitted by Section 475.61, subdivision 3 of the Act, and the County Auditor will thereupon reduce the levy collectible during such year by the amount so certified.

4.04. Certification to County Auditor as to Debt Service Fund Amount. It is hereby determined that the estimated collections of Assessments and the foregoing Taxes will produce at least 5% in excess of the amount needed to meet when due the principal and interest payments on the Bonds.

4.05 County Auditor Certificate as to Registration. If no Certificate of Intent is filed in accordance with Section 7.04(j) of the City Charter within 15 days after adoption of this resolution, the Administrator is hereby directed to file a certified copy of this resolution with the County Auditor of Kandiyohi County, Minnesota, together with such other information as he or she shall require, and to obtain the County Auditor's certificate that the Bonds have been entered in the County Auditor's Bond Register, and the tax levy has been made as required by Section 475.63 of the Act.

4.06. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City will be and are hereby irrevocably pledged. If the balance in the Debt Service Fund is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency will be promptly paid out of monies in the general fund of the City which are available for such purpose, and such general fund may be reimbursed with or without interest from the Debt Service Fund when a sufficient balance is available therein.

Section 5. Authentication of Transcript.

5.01. City Proceedings and Records. The officers of the City are authorized and hereby directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds, certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds and such instruments, including any heretofore furnished, may be deemed representations of the City as to the facts stated therein.

5.02. Certification as to Official Statement. The Mayor, City Administrator and Finance Director or any of them are authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is, as of the date thereof, a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement as it relates to the City.

5.03. Other Certificates. The Mayor, City Finance Director and City Administrator, or any of them, are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the City or incumbency of its officers, at the closing the Mayor and the City Administrator, or any of them, shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the City Administrator shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

5.04. Electronic Signatures. The electronic signature of the Mayor, City Finance Director and/or the City Administrator, or any of them, to this resolution and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) "electronic signature" means (a) a manually signed original signature that is then transmitted by electronic means or (b) a signature obtained through DocuSign or Adobe or a similarly digitally auditable signature gathering process; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

Section 6. Tax Covenants.

6.01 Tax-Exempt Bonds. The City covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees, or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds. The City will comply with all requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, and limitations on amounts invested at a yield greater than the yield on the Bonds.

6.02. Rebate. The City shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation (1) requirements relating to temporary periods for investments, (2) limitations on amounts invested at a yield greater than the yield on the Bonds, and (3) the rebate of excess investment earnings to the United States unless the Bonds qualify for an exception to the rebate requirement under the Code and related Treasury Regulations.

6.03. Not Private Activity Bonds. The City further covenants not to use the proceeds of the Bonds or the Improvements financed by the Bonds, or to cause or permit them or any of them to be used, in such a

manner as to cause the Bonds to be “private activity bonds” within the meaning of Sections 103 and 141 through 150 of the Code.

6.04. Qualified Tax-Exempt Obligations. In order to qualify the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, the City makes the following factual statements and representations:

- (a) the Bonds are not “private activity bonds” as defined in Section 141 of the Code;
- (b) the City hereby designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;
- (c) the reasonably anticipated amount of tax-exempt obligations (other than any private activity bonds that are not qualified 501(c)(3) bonds which will be issued by the City (and all subordinate entities of the City) during calendar year 2023 will not exceed \$10,000,000; and
- (d) not more than \$10,000,000 of obligations issued by the City during calendar year 2023 have been designated for purposes of Section 265(b)(3) of the Code.

6.05. Procedural Requirements. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

Section 7. Book-Entry System; Limited Obligation of City.

7.01. DTC. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 2.04 hereof. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (DTC). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar,) of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City’s obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the City Finance Director of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.,” will refer to such new nominee of DTC; and upon receipt of such a notice, the City Administrator will promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the “Representation Letter”) which will govern payment of principal of, premium, if

any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

7.05. Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and notices with respect to the Bond will be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure.

8.01. Execution of Continuing Disclosure Certificate. "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Mayor and City Administrator and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

8.02. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure Certificate is not an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 9. Defeasance. When the Bonds (and all accrued interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge the Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full or by depositing irrevocably in escrow, with a suitable institution qualified by law as an escrow agent for this purpose, cash or securities which are backed by the full faith and credit of the United States of America, or any other security authorized under Minnesota law for such purpose, bearing interest payable at such times and at such rates and maturing on such dates and in such amounts as shall be required and sufficient, subject to sale and/or reinvestment in like securities, to pay said obligation(s), which may include any interest payment on such Bond and/or principal amount due thereon at a stated maturity (or if irrevocable provision shall have been made for permitted prior redemption of such principal amount, at such earlier redemption date). If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

Passed and adopted this 21st day of August, 2023.

/s/ Douglas E. Reese
Mayor

Attest:

/s/ Leslie Valiant
City Administrator

RESOLUTION NO. 2023-137

RESOLUTION SUPPORTING STATE CAPITAL BONDING REQUESTS

Motion By: Ask Second By: Nelsen

Whereas, the City of Willmar participates in Minnesota Management and Budget's (MMB) biennial process for reviewing state capital investment requests submitted from state agencies and local units of government; and

Whereas, submitting preliminary project information is a vital component of the state capital investment process and provides needed background to the Governor and Legislators in determining state capital investments; and

Whereas, the City of Willmar will seek state funding in 2024 for capital improvements for publicly owned assets; and

Whereas, Minnesota Management and Budget requests final capital budget requests by October 13, 2023, for the 2024 State capital budget preparations; and

Whereas, City of Willmar staff has consulted with the mayor and council and consulted with intergovernmental partners to determine appropriate projects for this process; and

Whereas, this resolution reflects the priorities recommended to be submitted to MMB for consideration in the 2024 state capital investment process;

Now, Therefore, be it Resolved by The City Council of The City of Willmar:

That the City supports the following bonding projects for the 2024 legislative session.

Be it Further Resolved that the following capital investment projects are submitted to the Minnesota Management and Budget Office and that the projects are prioritized as follows:

1. Community Center, \$10 million
2. 2024 -2025 Infrastructure Improvement Projects, \$20 million

Dated this 21st day of August 2023

/s/ Douglas E. Reese
MAYOR

Attest:

/s/ Judy R. Thompson
CITY CLERK

RESOLUTION NO. 2023-138

A RESOLUTION APPROVING FINAL PLANS AND SPECIFICATIONS AND AUTHORIZING PUBLICATION OF THE ADVERTISEMENT FOR BIDS FOR PROJECT NO 2305.

Motion By: Fagerlie

Second By: Ask

WHEREAS the City Engineer of the City of Willmar has presented to the City Council plans and specifications for Project No. 2305 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 21st day of August, 2023

/s/ Douglas E. Reese
Mayor

Attest:

/s/ Judy R. Thompson
City Clerk

RESOLUTION NO. 2023-139

DECLARING COSTS TO BE ASSESSED, ORDERING PREPARATION OF THE ASSESSMENT ROLL AND CALLING HEARING ON ASSESSMENTS FOR CITY PROJECT NOS. 2301-A, 2301-C, AND 2303 2023 STREET AND OTHER IMPROVEMENTS.

Motion By: Fagerlie

Second By: Shuldes

WHEREAS, estimated costs have been calculated for the construction of Street and Other Improvements of 2023 in the City, to-wit: City Project Nos. 2301-A, 2301-C, and 2303, and;

WHEREAS, the total estimated cost of said Street and Other Improvements of 2023 is \$14,282,380.

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

1. The City Council hereby determines that the City shall pay \$11,313,110 of said cost, exclusive of the amount it may pay as a property owner, and the sum of \$2,969,270 shall be assessed against benefited property owners based upon benefits received without regard to cash valuation.
2. The Clerk, with the assistance of the City Engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land without regard to cash valuation as provided by law, and she shall file a copy of such assessment in her office for public inspection.
3. The Clerk shall, upon the completion of such assessment, notify the City Council thereof.

4. The Clerk shall publish notice that this City Council will meet to consider the proposed assessments on September 18, 2023, at 6:32 p.m. in the Board Room, Kandiyohi County Health & Human Services Building, 2200 23rd Street NE, Willmar, Minnesota. All persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.

5. Such notice shall be in substantially the following form:
(on file in City Hall)

6. Said notice shall be published by the City Clerk in the official newspaper at least two weeks prior to the hearing and mailed by said Clerk to the owners of each parcel described in the assessment roll.

Dated this 21st day of August, 2023

/s/ Douglas E. Reese

MAYOR

ATTEST:

/s/ Judy R. Thompson

CITY CLERK

**NOTICE OF HEARING ON ASSESSMENTS FOR
PROJECT NOS. 2301-A, 2301-C, AND 2303
2023 STREET AND OTHER IMPROVEMENTS**

NOTICE IS HEREBY GIVEN that the City Council of the City of Willmar, Minnesota, will meet in the Chambers of the Board Room, Kandiyohi County Health and Human Services Building, 2200 23rd Street NE, Willmar, Minnesota, on the 18th day of September, 2023, at 6:32 p.m. to consider objections to the proposed assessments for Project Nos. 2301-A, 2301-C, and 2303 of the 2023 Street and Other Improvements heretofore ordered by the City Council.

The proposed assessment roll is on file with the Clerk and open to public inspection.

The area proposed to be assessed consists of every lot, piece or parcel of land benefited by said improvement, which has been ordered made, and is as follows:

Parcel No.
Legal Description

Name
Street
City, State and Zip

The total estimated cost of the assessable improvements are \$14,282,380; the City's share of the Project is \$11,313,110 (not as a benefited property owner) and \$2,969,270 which will be specially assessed against private property of which \$_____ is proposed to be assessed against private property supposedly owned by yourself and described above. The estimated rate of interest to be accrued if the assessment is not prepaid within the required time period is 5.672 percent.

Written or oral objections will be considered at the hearing.

An owner of property to be assessed may appeal the assessment to the district court of Kandiyohi County pursuant to Minnesota Statutes, Section 429.081, by serving notice of the appeal upon the Mayor or Clerk of the City within 30 days after the adoption of the assessment and filing such notice with the district court within 10 days after service upon the Mayor or Clerk. No appeal may be taken as to the amount of any assessment adopted by the City Council unless a written objection signed by the affected property owner is filed with the Clerk prior to the assessment hearing or presented to the presiding officer at the hearing in the manner prescribed by Minnesota Statutes, Section 429.061.

Once special assessment rolls have been approved, property owners have the option of either paying the total amount of their assessment within a prescribed prepayment period without interest or of paying it in fifteen annual installments with interest added. If the property owner pays the entire amount of the assessment within the prescribed prepayment period ending October 31, 2023, he/she shall pay the amount shown in this notice. Payments made between November 1 and November 15, 2023 will be in the amount shown plus daily interest for each day from the date of bond sale in 2023, until the day payment is received. For property owners electing not to pay the full amount by November 15, 2023, the assessment plus interest will be added to your property taxes over a fifteen-year period. The first year's interest will be calculated on the full principal amount from the date of the bond sale through December 31, 2024.

In all subsequent installment years, the property owner must pay the principal installment plus twelve (12) months of interest, which would have accrued to December 31 of the year for which the payment was certified for collection.

Under provisions of Minnesota Statutes, Section 435.193 to 435.195, the City may, at its discretion, defer the payment of assessments for any homestead property owned by a person 65 years of age or older or retired by virtue of a permanent and total disability for whom it would be a hardship to make the payments. This deferment must be applied for prior to October 31 of any year in which the property owner qualifies for deferment. The deferred assessment plus applicable interest becomes due upon the death of owner, sale of property, loss of homestead status, or when hardship can no longer be claimed. Applications are available at the City Clerk's office at 333 SW 6th Street.

Adoption by the City Council of the proposed assessment may be taken at the hearing.

If the assessment amount, interest rate, and terms of payments are adopted consistent with this notice, said notice shall constitute your final notice of assessment.

Dated this 23rd day of August, 2023

BY ORDER OF THE CITY COUNCIL

_____/s/ Judy Thompson_____
City Clerk

RESOLUTION NO. 2023-140

**A RESOLUTION THAT THE CITY OF WILLMAR WILL SET THE PUBLIC HEARING DATE
FOR 2ND AVE SE EASEMENT VACATION.**

Motion By: Asmus

Second By: Ask

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 set the public hearing date for 2nd Ave SE easement vacation for September 5th, 2023.

Dated this 21st day of August, 2023

/s/ Douglas E. Reese
MAYOR

Attest:

/s/ Judy R. Thompson
CITY CLERK

WILLMAR MUNICIPAL UTILITIES COMMISSION
MEETING MINUTES – AUGUST 28, 2023
11:45 AM – WMU AUDITORIUM

The Municipal Utilities Commission (MUC) met in its regular scheduled meeting on Monday, August 28, 2023, at 11:45 am in the WMU Auditorium with the following Commissioners present: Bruce DeBlieck, Shawn Mueske, John Kennedy, Patricia Elizondo, and Terrill Sieck. Absent were Commissioners Dave Baumgart and Carol Laumer.

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, Staff Electrical Engineer Jeron Smith, Information Systems Coordinator Mike Sangren, Executive Secretary Beth Mattheisen, City Administrator Leslie Valiant, City Councilmembers Michael O'Brien and Audrey Nelsen, 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 appointing Commissioner Sieck to serve as Acting Secretary. Following the appointment, Commissioner DeBlieck asked if there were any changes to the presented agenda. There being none, a resolution to approve the consent agenda was requested. Following review and discussion, Commissioner Mueske offered a resolution to approve the consent agenda as presented. Commissioner Kennedy seconded.

RESOLUTION NO. 26

"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 August 14, 2023, MUC Meeting; and,
- ❖ Bills represented by vouchers No. 20231185 to No. 20231245 and associated wire transfers inclusive in the amount of \$3,299,748.35.

Dated this 28th day of August, 2023.

President

Attest:

Acting Secretary

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

At this time, Commissioner DeBlieck presented Alexis Flaten with the MMUA's Tom Bovitz Memorial Scholarship Award. Ms. Flaten had been selected as recipient of the local WMU Scholarship and her essay was subsequently entered into the state contest for consideration. This was the first time in WMU's history that a local high school senior had been awarded the state scholarship (\$1,000). Congratulations and best wishes to a bright future, Alexis!

Commissioner Kennedy (LC Vice Chair) reviewed with the Commission the minutes from the August 18th WMU Labor Committee meeting (see attached). Following review, Commissioner Kennedy offered a motion to approve the minutes of the August 18th WMU Labor Committee meeting as presented. Commissioner Sieck seconded the motion which carried by a vote of five ayes and zero nays.

Commissioners DeBlieck and Elizondo and General Manager Harren presented the Commission with a recap of their recent attendance at the 2023 MMUA Summer Conference. Topics of discussion included: navigating a new energy path for resilience; federal grant funding; renewable energy; cybersecurity; workforce trends; distributed energy resources and avoided distribution costs; federal and state legislative updates; and, how ethics and resilience go hand-in hand. It was further noted that Commissioner DeBlieck had been named as a recipient of MMUA's Community Service Award. DeBlieck, Elizondo and Harren expressed their appreciation to the Commission for allowing them the opportunity to attend the informational conference and highly encourage Commissioners to attend in the future.

A meeting of the WMU Planning Committee will be held on Tuesday, August 29th beginning at 12:00 pm. Agenda items will include budgets, rates, and Kandiyohi County Fair Association donation request.

Additional meetings of both the WMU Labor and Planning Committees will be forthcoming. Tentative future Labor Committee agenda item(s) will include new building land acquisition and union negotiations. Tentative future Planning Committee agenda items will include new building, water treatment plant funding, new generation, and water system model.

Following the regular business portion of the meeting, Facilities & Maintenance Supervisor Marti served as a guide for the annual tour of various WMU project sites, facilities, and areas of interest. The tour included site visits and observations of the following: former Power Plant site including new substation, future water fill station, and generation sites; Northeast Water Treatment Plant; new facilities site options; Willmar Substation; and, scheduled vehicle replacements. Upon completion of the facilities tour, the Commission returned to the WMU Office.

There being no further business to come before the Commission, Commissioner Mueske offered a motion to adjourn. Commissioner Sieck seconded the motion which carried by a vote of five ayes and zero nays, and the meeting was adjourned at 1:15 pm.

Respectfully Submitted,

WILLMAR MUNICIPAL UTILITIES

Beth Mattheisen, Executive Secretary

ATTEST:

Terrill Sieck, Acting Secretary



WILLMAR MUNICIPAL UTILITIES
MUC Labor Committee Meeting Minutes
Friday, August 18, 2023
12:00 pm (WMU Conference Room)

Attendees: Commissioners Dave Baumgart, John Kennedy & Patricia Elizondo, General Manager John Harren, Director of Administration Janell Johnson, and Executive Secretary Beth Mattheisen.

Commissioner Baumgart (LC Chair) called the meeting to order at 12:00 pm.

1) Union contract negotiations and requests:

General Manager Harren reviewed with the Labor Committee the process involved in conducting labor contract negotiations between WMU and IBEW Local Union #160. A joint meeting between reps from both entities was held on August 15th at which time requests to amend the union contract were presented for consideration. The current three-year contract with IBEW is for the time period of 2021-2023 and therefore will be expiring on December 31st.

General Manager Harren and Director of Administration Johnson reviewed each of the proposed contract amendments submitted by IBEW for consideration.

Recommendation:

Following discussion, it was a consensus of the WMU Labor Committee to direct staff to meet with union reps to present WMU's position on the submitted contract amendment requests.

Commissioner Baumgart departed the meeting at 1:04 pm.

2) Adjournment:

There being no further business to come before the WMU Labor Committee, Commissioner Kennedy offered a motion to adjourn. Commissioner Elizondo seconded the motion which carried, and the meeting was adjourned by a vote of two ayes and zero nays at 1:14 pm.

Report Selection:

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

INCLUSIONS:

Fund & Account.		thru
Check.. Date.....	08/17/2023	thru 08/30/2023
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
AFFORDABLE STUMP GRINDIN				003642											
	69243	08/30/23	STUMP GRINDING-REC	FIELD	570.00		082323		D	N	01			PROFESSIONAL SER	420.45502.0446
	69243	08/30/23	STUMP GRINDING-REC	FIELD	570.00		082323		D	N	01			PROFESSIONAL SER	420.45506.0446
	69243	08/30/23	STUMP GRINDING		840.00		082823		D	N	01			MTCE. OF OTHER I	101.43425.0336
					1,980.00	*CHECK	TOTAL								
				VENDOR TOTAL	1,980.00										
AFLAC				003800											
	69241	08/23/23	ACCIDENT INS-AUG		31.07		8-2023		D	-				INS. PASS THROUG	101.41428.0819
	69241	08/23/23	CANCER INS-AUG		245.87		8-2023		D	-				INS. PASS THROUG	101.41428.0819
	69241	08/23/23	SHORT TERM DSBLTY-AUG		373.23		8-2023		D	-				INS. PASS THROUG	101.41428.0819
					650.17	*CHECK	TOTAL								
				VENDOR TOTAL	650.17										
AHRENDT/ABBY				003923											
	69244	08/30/23	MILEAGE	08/18/2023	9.83		081823		D	-				TRAVEL-CONF.-SCH	101.41400.0333
ALEX AIR APPARATUS 2 LLC				002061											
	69245	08/30/23	REPLACE TRAFFIC VESTS		1,944.92		INV-48319		D	-				SUBSISTENCE OF P	101.42412.0227
AMERICAN WELDING & GAS I				000057											
	69246	08/30/23	NEW FIRE EXTINGUISHER		183.47		09469057		D	-				SMALL TOOLS	101.42411.0221
	69246	08/30/23	FIRE EXT. REFILL		217.57		09502514		D	-				MTCE. OF EQUIPME	101.41408.0334
					401.04	*CHECK	TOTAL								
				VENDOR TOTAL	401.04										
ARAMARK				000051											
	69247	08/30/23	UNIFORM RENTAL		108.79		2560148693		D	-				RENTS	101.43425.0440
	69247	08/30/23	UNIFORM RENTAL		10.21		2560148699		D	-				RENTS	101.42412.0440
	69247	08/30/23	UNIFORM RENTAL		129.81		2560151057		D	-				RENTS	101.43425.0440
	69247	08/30/23	UNIFORM RENTAL		10.21		2560151067		D	-				RENTS	101.42412.0440
	69247	08/30/23	UNIFORM RENTAL		105.78		2560153494		D	-				RENTS	101.43425.0440
	69247	08/30/23	UNIFORM RENTAL		10.21		2560153546		D	-				RENTS	101.42412.0440
	69247	08/30/23	UNIFORM RENTAL		120.61		2560155975		D	-				RENTS	101.43425.0440
	69247	08/30/23	UNIFORM RENTAL		10.21		2560155984		D	-				RENTS	101.42412.0440
	69247	08/30/23	UNIFORM RENTAL		108.79		2560158457		D	-				RENTS	101.43425.0440
	69247	08/30/23	UNIFORM RENTAL		10.21		2560158463		D	-				RENTS	101.42412.0440
					624.83	*CHECK	TOTAL								
				VENDOR TOTAL	624.83										
ASPEN MILLS				003008											
	69248	08/30/23	HARRINGTON-UNIFORM		374.21		317986		D	-				SUBSISTENCE OF P	101.42411.0227
AUSTIN INCORPORATED				003610											
	69249	08/30/23	SEPTIC PUPMPING		120.00		42916		D	-				OTHER SERVICES	230.43430.0339
	69249	08/30/23	SEPTIC PUPMPING		120.00		43003		D	-				OTHER SERVICES	230.43430.0339
	69249	08/30/23	SEPTIC PUPMPING		120.00		43209		D	-				OTHER SERVICES	230.43430.0339
					360.00	*CHECK	TOTAL								
				VENDOR TOTAL	360.00										

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
AVENU INSIGHTS & ANALYTI 000131	69250	08/30/23	AS400 HOSTING-AUGUST	2,869.18		INVB-047504		D	-				SUBSCRIPTIONS AN	101.41409.0443
BAUMGARN/GRETCHEN .03316	69251	08/30/23	DREW-SAFETY BOOTS	179.95		082323		D	-				SUBSISTENCE OF P	101.45433.0227
BEACON ATHLETICS LLC 000096	69252	08/30/23	REPLACE PADDING-BAKER	2,264.00		0572562-IN		D	-				MTCE. OF STRUCTU	101.45432.0225
BENSON LAUNDRY 003377	69253	08/30/23	CLEANING SUPPLIES	56.40		391506		D	-				CLEANING AND WAS	101.45433.0228
BERGANKDV 003702	69254	08/30/23	TYLER IMPLEMENT ASSIST	720.00		1204982		D	-				SUBSCRIPTIONS AN	219.41409.0443
BOARMAN KROOS PFISTER 001126	69255	08/30/23	PROFESSIONAL SERVICES	638.44		62380		D	-				PROFESSIONAL SER	101.41408.0446
BOLTON & MENK INC 001010	69256	08/30/23	AUGUSTA AVE SW&IRENE	12,434.00		0312465		D	-				PROFESSIONAL SER	423.48455.0446
	69256	08/30/23	REIMBURSABLE EXPENSE	165.00		0312465		D	-				PROFESSIONAL SER	423.48455.0446
	69256	08/30/23	EAGLE LAKE LS 7 8 9	6,431.00		0312468		D	-				PROFESSIONAL SER	432.48487.0446
	69256	08/30/23	LITCHFIELD AVE MILL/OV	1,185.00		0312474		D	-				PROFESSIONAL SER	422.48453.0446
	69256	08/30/23	13TH ST SW/GRACE AVE	12,865.25		0314593		D	-				PROFESSIONAL SER	423.48452.0446
	69256	08/30/23	REIMBURABLE EXPENSE	15,427.50		0314593		D	-				PROFESSIONAL SER	423.48452.0446
	69256	08/30/23	13TH ST SW MILL&OVERLA	2,354.00		0314594		D	-				PROFESSIONAL SER	422.48452.0446
	69256	08/30/23	19TH ST SE&LAKELAND DR	369.00		0314596		D	-				PROFESSIONAL SER	422.48455.0446
	69256	08/30/23	PROF SERV. 4/29-5/26/	14,367.00		0314597		D	-				PROFESSIONAL SER	101.43417.0446
	69256	08/30/23	PROF SERV. 4/29-5/26/2	2,942.00		0314597		D	-				PROFESSIONAL SER	421.48452.0446
	69256	08/30/23	PROF SERV. 4/29-5/26/2	3,672.50		0314597		D	-				PROFESSIONAL SER	421.48453.0446
	69256	08/30/23	2023 SEALCOAT IMPROV	773.50		0314598		D	-				PROFESSIONAL SER	101.43417.0446
	69256	08/30/23	23RD ST SE AREA IMPRO	12,506.50		0314600		D	-				PROFESSIONAL SER	423.48453.0446
	69256	08/30/23	AUGUSTA AVE SW&IRENE	36,576.50		0314602		D	-				PROFESSIONAL SER	423.48455.0446
	69256	08/30/23	BLOCK 22 PARKING&SUNRI	6,496.00		0314603		D	-				PROFESSIONAL SER	423.48454.0446
	69256	08/30/23	EAGLE LAKE LS 7 8 9	1,322.50		0314604		D	-				PROFESSIONAL SER	432.48487.0446
	69256	08/30/23	REIMBURSABLE EXPENSE	660.00		0314604		D	-				PROFESSIONAL SER	432.48487.0446
	69256	08/30/23	GORTON AVE NE IMPROV	41,347.00		0314605		D	-				PROFESSIONAL SER	423.48451.0446
	69256	08/30/23	PROF SERV. 05/29-05/26	9,072.50		0314612		D	-				PROFESSIONAL SER	101.43417.0446
	69256	08/30/23	PARKING LOTS RECONSTRU	3,621.00		0314614		D	-				PROFESSIONAL SER	422.48458.0446
	69256	08/30/23	STORMWATER MGMT PLAN	624.00		0314615		D	-				PROFESSIONAL SER	420.45505.0446
	69256	08/30/23	APRON EXPANSION	2,400.00		0315660		D	-				PROFESSIONAL SER	430.43430.0446
	69256	08/30/23	EAGLE LAKE LS 7 8 9	4,401.00		0316610		D	-				PROFESSIONAL SER	432.48487.0446
	69256	08/30/23	APRON EXPANSION	1,600.00		0317589		D	-				PROFESSIONAL SER	430.43430.0446
	69256	08/30/23	BLOCK 22 PARKING&SUNRI	3,198.50		0318324		D	-				PROFESSIONAL SER	423.48454.0446
	69256	08/30/23	REIMBURSABLE EXPENSE	56.22		0318324		D	-				PROFESSIONAL SER	423.48454.0446
	69256	08/30/23	13ST SW/GRACE AVE SW	12,198.50		0318332		D	-				PROFESSIONAL SER	423.48452.0446
	69256	08/30/23	PROF SERV. 6/24-7/21/2	5,482.50		0318335		D	-				PROFESSIONAL SER	101.43417.0446
	69256	08/30/23	PROF SERV. 6/24-7/21/2	1,383.00		0318335		D	-				PROFESSIONAL SER	421.48452.0446
	69256	08/30/23	PROF SERV. 6/24-7/21/23	572.00		0318335		D	-				PROFESSIONAL SER	421.48453.0446

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
BOLTON & MENK INC				001010											
	69256	08/30/23		2023 SEALCOAT IMPROV	223.50		0318336		D	-				PROFESSIONAL SER	101.43417.0446
	69256	08/30/23		23RD ST SE AREA IMPRO	34,489.00		0318339		D	-				PROFESSIONAL SER	423.48453.0446
	69256	08/30/23		REIMBURSABLE EXPENSE	2,669.15		0318339		D	-				PROFESSIONAL SER	423.48453.0446
	69256	08/30/23		CHARLOTTE ST SW RECONST	796.00		0318343		D	-				PROFESSIONAL SER	422.48453.0446
	69256	08/30/23		EAGLE LAKE LS 7 8 9	4,477.00		0318344		D	-				PROFESSIONAL SER	432.48487.0446
	69256	08/30/23		EPITOPIX WATERMAIN EXTEN	642.00		0318345		D	-				PROFESSIONAL SER	405.41402.0446
	69256	08/30/23		HWY 12 LIFT STATION	22,751.25		0318347		D	-				PROFESSIONAL SER	651.48485.0446
	69256	08/30/23		REIMBURSABLE EXPENSE	1,234.75		0318347		D	-				PROFESSIONAL SER	651.48485.0446
	69256	08/30/23		PROF SERV. 6/24-7/21/2	7,089.80		0318348		D	-				PROFESSIONAL SER	101.43417.0446
	69256	08/30/23		LITCHFIELD AVE MILL/OV	2,810.00		0318349		D	-				PROFESSIONAL SER	422.48453.0446
	69256	08/30/23		PARKING LOTS RECONSTRUCT	868.50		0318350		D	-				PROFESSIONAL SER	422.48458.0446
	69256	08/30/23		13TH ST SW MILL&OVERLA	1,754.50		0381333		D	-				PROFESSIONAL SER	422.48452.0446
	69256	08/30/23		REIMBURSABLE EXPENSE	699.05		0381333		D	-				PROFESSIONAL SER	422.48452.0446
	69256	08/30/23		6TH ST SW RECONSTRUCTI	1,461.50		0381340		D	-				PROFESSIONAL SER	422.48451.0446
	69256	08/30/23		REIMBURSABLE EXPENSE	675.40		0381340		D	-				PROFESSIONAL SER	422.48451.0446
					299,144.87										
				VENDOR TOTAL	299,144.87										
							*CHECK TOTAL								
BSE				001980											
	69257	08/30/23		FUSE'S-HVAC SYSTEM	297.96		926107610		D	-				MTCE. OF EQUIPME	101.45433.0224
	69257	08/30/23		LIGHT REPLACEMENT	330.73		926276684		D	-				MTCE. OF STRUCTU	101.45437.0225
	69257	08/30/23		EXIT SIGNS	62.78		926794615		D	-				MTCE. OF STRUCTU	101.43425.0225
					691.47										
				VENDOR TOTAL	691.47										
							*CHECK TOTAL								
BUTTWEILER'S DO-ALL, INC				003932											
	69258	08/30/23		RPR-ROOF @ EVENT CENTER	453.74		015743		D	-				MTCE. OF STRUCTU	101.45433.0225
CANON FINANCIAL SERVICES				002336											
	69259	08/30/23		COPIER LEASE-AUG	98.56		31075461		D	-				RENTS	101.41405.0440
CARDMEMBER SERVICE				002365											
	69242	08/23/23		RETURN-K-FRAME	500.00	CR	STMT/07-23		D	-				INVENTORIES-MDSE	101.125000
	69242	08/23/23		SUB FRAME-WASHER TANK	525.00		STMT/07-23		D	-				INVENTORIES-MDSE	101.125000
	69242	08/23/23		K-FRAME	500.00		STMT/07-23		D	-				INVENTORIES-MDSE	101.125000
	69242	08/23/23		ICMA CONF REGISTRATION	1,239.00		STMT/07-23		D	-				TRAVEL-CONF.-SCH	101.41400.0333
	69242	08/23/23		3RD PARTY VENDOR ICMA	106.81		STMT/07-23		D	-				TRAVEL-CONF.-SCH	101.41400.0333
	69242	08/23/23		ICMA CONF AIRFARE	277.80		STMT/07-23		D	-				TRAVEL-CONF.-SCH	101.41400.0333
	69242	08/23/23		CGMNC CONF-VALIANT	371.38		STMT/07-23		D	-				TRAVEL-CONF.-SCH	101.41400.0333
	69242	08/23/23		FRGN FEE	2.13		STMT/07-23		D	-				TRAVEL-CONF.-SCH	101.41400.0333
	69242	08/23/23		FRGN FEE	5.55		STMT/07-23		D	-				TRAVEL-CONF.-SCH	101.41400.0333
	69242	08/23/23		CGMNC CONF-NELSEN	371.38		STMT/07-23		D	-				TRAVEL-CONF.-SCH	101.41401.0333
	69242	08/23/23		FUEL	66.03		STMT/07-23		D	-				MOTOR FUELS AND	101.41402.0222
	69242	08/23/23		UPS'S	339.30		STMT/07-23		D	-				OFFICE SUPPLIES	101.41409.0220
	69242	08/23/23		TRANSCEIVERS-FIREWALL	657.18		STMT/07-23		D	-				SMALL TOOLS	101.41409.0221
	69242	08/23/23		DRILL BIT/ETHERNET COUPL	62.93		STMT/07-23		D	-				SMALL TOOLS	101.41409.0221
	69242	08/23/23		KVEENE TRAINING	39.19		STMT/07-23		D	-				TRAVEL-CONF.-SCH	101.41409.0333
	69242	08/23/23		KVEENE CYBERSEC BOOKS	25.00		STMT/07-23		D	-				TRAVEL-CONF.-SCH	101.41409.0333
	69242	08/23/23		ITGLUE SUBSCRIPTION	95.00		STMT/07-23		D	-				SUBSCRIPTIONS AN	101.41409.0443

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
CARDMEMBER SERVICE				002365											
	69242	08/23/23		CIVIC CTR PHONE SERVICE	166.77		STMT/07-23		D	-				SUBSCRIPTIONS AN	101.41409.0443
	69242	08/23/23		CLOUD BACKUP-REMOTE SITE	29.97		STMT/07-23		D	-				SUBSCRIPTIONS AN	101.41409.0443
	69242	08/23/23		FILES.COM SUBSCRIPTION	100.00		STMT/07-23		D	-				SUBSCRIPTIONS AN	101.41409.0443
	69242	08/23/23		ODENS CANDID	210.00		STMT/07-23		D	-				PROFESSIONAL SER	101.41409.0446
	69242	08/23/23		CONF CANCELLED	30.00CR		STMT/07-23		D	-				TRAVEL-CONF.-SCH	101.41420.0333
	69242	08/23/23		MPELRA SUMMER CONF	275.00		STMT/07-23		D	-				TRAVEL-CONF.-SCH	101.41420.0333
	69242	08/23/23		SEASONAL EE APP MEAL	366.78		STMT/07-23		D	-				PROFESSIONAL SER	101.41420.0446
	69242	08/23/23		WELLNESS PROGRAM FINANCE	67.84		STMT/07-23		D	-				PROFESSIONAL SER	101.41420.0446
	69242	08/23/23		WELLNESS SNACKS	242.05		STMT/07-23		D	-				PROFESSIONAL SER	101.41420.0446
	69242	08/23/23		WELLNESS BLOOD DRIVE GIF	45.00		STMT/07-23		D	-				PROFESSIONAL SER	101.41420.0446
	69242	08/23/23		SQUAD CAR TOOLS	353.47		STMT/07-23		D	-				SMALL TOOLS	101.42411.0221
	69242	08/23/23		CSO PATCHES	398.00		STMT/07-23		D	-				SUBSISTENCE OF P	101.42411.0227
	69242	08/23/23		INTERVIEW PANNEL MEAL	44.24		STMT/07-23		D	-				SUBSISTENCE OF P	101.42411.0227
	69242	08/23/23		RETURN-BACKPACK	385.58CR		STMT/07-23		D	-				GENERAL SUPPLIES	101.42411.0229
	69242	08/23/23		STAKES-WPD NO PARKING	268.00		STMT/07-23		D	-				GENERAL SUPPLIES	101.42411.0229
	69242	08/23/23		BADGE STICKERS COMM EVNT	277.00		STMT/07-23		D	-				GENERAL SUPPLIES	101.42411.0229
	69242	08/23/23		DMT TRNG-MASCHINO	375.00		STMT/07-23		D	-				TRAVEL-CONF.-SCH	101.42411.0333
	69242	08/23/23		PLAQUE-KUBESH RETIREMENT	96.29		STMT/07-23		D	-				AWARDS AND INDEM	101.42411.0442
	69242	08/23/23		PLAQUES-CAPTAIN&LIEUTEN	120.82		STMT/07-23		D	-				AWARDS AND INDEM	101.42411.0442
	69242	08/23/23		SFTWRE DETECTIVE CAM	120.00		STMT/07-23		D	-				SUBSCRIPTIONS AN	101.42411.0443
	69242	08/23/23		FRGN FEE	2.40		STMT/07-23		D	-				SUBSCRIPTIONS AN	101.42411.0443
	69242	08/23/23		CREDIT-STORAGE PLAN	63.22CR		STMT/07-23		D	-				SUBSCRIPTIONS AN	101.42411.0443
	69242	08/23/23		HANGERS-TURNOUT GEAR	239.80		STMT/07-23		D	-				SUBSISTENCE OF P	101.42412.0227
	69242	08/23/23		MEDICAL GLOVES	240.51		STMT/07-23		D	-				GENERAL SUPPLIES	101.42412.0229
	69242	08/23/23		LODGING-TRAINING	671.76		STMT/07-23		D	-				TRAVEL-CONF.-SCH	101.42412.0333
	69242	08/23/23		NFPA MEMBERSHIP	149.99		STMT/07-23		D	-				SUBSCRIPTIONS AN	101.42412.0443
	69242	08/23/23		CARBURERTOR-GENERATOR	49.59		STMT/07-23		D	-				SMALL TOOLS	101.43425.0221
	69242	08/23/23		WELDING CABLE	485.43		STMT/07-23		D	-				GENERAL SUPPLIES	101.43425.0229
	69242	08/23/23		SHOP VAC	35.60		STMT/07-23		D	-				GENERAL SUPPLIES	101.43425.0229
	69242	08/23/23		COOKIES-COUNTY STAFF MTG	9.98		STMT/07-23		D	-				GENERAL SUPPLIES	101.43425.0229
	69242	08/23/23		DICKERSON-LIFTING TRNG	16.00		STMT/07-23		D	-				TRAVEL-CONF.-SCH	101.43425.0333
	69242	08/23/23		ELEC HYD CONTROLS TRNG 2,	390.00		STMT/07-23		D	-				TRAVEL-CONF.-SCH	101.43425.0333
	69242	08/23/23		FUEL SYSTEM SUBSCRIPTION	95.00		STMT/07-23		D	-				SUBSCRIPTIONS AN	101.43425.0443
	69242	08/23/23		KELSI-NOTARY RENEWEL FEE	120.00		STMT/07-23		D	-				LICENSES AND TAX	101.43425.0445
	69242	08/23/23		AD-PW OPERATOR&BLDG MAIN	502.51		STMT/07-23		D	-				ADVERTISING	101.43425.0447
	69242	08/23/23		AD-PW OPERATOR&BLDG MAIN	154.40		STMT/07-23		D	-				ADVERTISING	101.43425.0447
	69242	08/23/23		PRIME MEMBERSHIP	16.17		STMT/07-23		D	-				OFFICE SUPPLIES	101.45432.0220
	69242	08/23/23		STORAGE ORGANIZER	48.49		STMT/07-23		D	-				OFFICE SUPPLIES	101.45432.0220
	69242	08/23/23		GYM FLOOR CLEANING SUPP	225.44		STMT/07-23		D	-				CLEANING AND WAS	101.45432.0228
	69242	08/23/23		GYM FLOOR CLEANING SUPP	461.86		STMT/07-23		D	-				CLEANING AND WAS	101.45432.0228
	69242	08/23/23		COFFEE@FITNESS LAUNCH	336.88		STMT/07-23		D	-				GENERAL SUPPLIES	101.45432.0229
	69242	08/23/23		FITNESS PARK GRAND OPEN	16.15		STMT/07-23		D	-				GENERAL SUPPLIES	101.45432.0229
	69242	08/23/23		BASEBALL PIZZA PARTY	151.41		STMT/07-23		D	-				GENERAL SUPPLIES	101.45432.0229
	69242	08/23/23		YTH SOCCER EQUIPMENT	129.42		STMT/07-23		D	-				GENERAL SUPPLIES	101.45432.0229
	69242	08/23/23		ONLINE SURVEY	468.00		STMT/07-23		D	-				GENERAL SUPPLIES	101.45432.0229
	69242	08/23/23		MEETING MEAL	30.15		STMT/07-23		D	-				GENERAL SUPPLIES	101.45432.0229
	69242	08/23/23		BALL PUMPS	53.90		STMT/07-23		D	-				GENERAL SUPPLIES	101.45432.0229
	69242	08/23/23		ADULT&YTH LEAGUE SFTWR 1,	988.00		STMT/07-23		D	-				SUBSCRIPTIONS AN	101.45432.0443
	69242	08/23/23		MUSIC LICENSE	443.81		STMT/07-23		D	-				LICENSES AND TAX	101.45433.0445

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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
CARDMEMBER SERVICE 002365															
	69242	08/23/23		KARAOKE MACHINE	130.20		STMT/07-23		D	-				SMALL TOOLS	101.45435.0221
	69242	08/23/23		CRAFT SUPPLIES	67.09		STMT/07-23		D	-				GENERAL SUPPLIES	101.45435.0229
	69242	08/23/23		BEADS	41.19		STMT/07-23		D	-				GENERAL SUPPLIES	101.45435.0229
	69242	08/23/23		PAW PRINT LETTER	38.59		STMT/07-23		D	-				GENERAL SUPPLIES	101.45435.0229
	69242	08/23/23		BALL TOYS	12.93		STMT/07-23		D	-				GENERAL SUPPLIES	101.45435.0229
	69242	08/23/23		CRAFT HOOP SUPPLIES	34.49		STMT/07-23		D	-				GENERAL SUPPLIES	101.45435.0229
	69242	08/23/23		CRAFTS	64.91		STMT/07-23		D	-				GENERAL SUPPLIES	101.45435.0229
	69242	08/23/23		CANVAS	112.14		STMT/07-23		D	-				GENERAL SUPPLIES	101.45435.0229
	69242	08/23/23		STENCILS	12.72		STMT/07-23		D	-				GENERAL SUPPLIES	101.45435.0229
	69242	08/23/23		INK	107.53		STMT/07-23		D	-				GENERAL SUPPLIES	101.45435.0229
	69242	08/23/23		CANVAS	21.56		STMT/07-23		D	-				GENERAL SUPPLIES	101.45435.0229
	69242	08/23/23		CRAFTS	90.67		STMT/07-23		D	-				GENERAL SUPPLIES	101.45435.0229
	69242	08/23/23		CRAFTS	87.68		STMT/07-23		D	-				GENERAL SUPPLIES	101.45435.0229
	69242	08/23/23		KIDS KITCHEN	58.54		STMT/07-23		D	-				GENERAL SUPPLIES	101.45435.0229
	69242	08/23/23		SUPPLIES FOR CRAFTS	259.05		STMT/07-23		D	-				GENERAL SUPPLIES	101.45435.0229
	69242	08/23/23		ADVERTISING	15.00		STMT/07-23		D	-				ADVERTISING	101.45435.0447
	69242	08/23/23		ADVERTISING	7.34		STMT/07-23		D	-				ADVERTISING	101.45435.0447
	69242	08/23/23		WEBSITE/SOC. MEDIA WOR 1,	250.00		STMT/07-23		D	-				PROFESSIONAL SER	235.41402.0446
	69242	08/23/23		FUEL FILTER	14.71		STMT/07-23		D	-				MACHINERY AND AU	450.43425.0553
	69242	08/23/23		6FT LAMP TRACKER	159.00		STMT/07-23		D	-				GENERAL SUPPLIES	651.48484.0229
	69242	08/23/23		WTP SCADA PHONE SERVICE	24.95		STMT/07-23		D	-				COMMUNICATIONS	651.48485.0330
	69242	08/23/23		KARAOKE MACHINE	517.04		STMT/07-23		D	-				GENERAL SUPPLIES	899.45435.0229
					19,921.09		*CHECK TOTAL								
				VENDOR TOTAL	19,921.09										
CARRANZA/NOE 002547															
	69260	08/30/23		INTERVIEW 04/11/23	140.00		43		D	N	01			PROFESSIONAL SER	101.42411.0446
	69260	08/30/23		INTERVIEW 05/20/2023	140.00		50		D	N	01			PROFESSIONAL SER	101.42411.0446
	69260	08/30/23		INTERVIEW 05/18/2023	140.00		57		D	N	01			PROFESSIONAL SER	101.42411.0446
	69260	08/30/23		INTERVIEW 06/04/23	140.00		58		D	N	01			PROFESSIONAL SER	101.42411.0446
	69260	08/30/23		INTERVIEW 06/03/23	70.00		59		D	N	01			PROFESSIONAL SER	101.42411.0446
	69260	08/30/23		INTERVIEW 06/03/23	140.00		60		D	N	01			PROFESSIONAL SER	101.42411.0446
	69260	08/30/23		INTERVIEW 06/12/23	140.00		63		D	N	01			PROFESSIONAL SER	101.42411.0446
	69260	08/30/23		INTERPRETED 07/08/23	140.00		75		D	N	01			PROFESSIONAL SER	101.42411.0446
	69260	08/30/23		INTERVIEW 07/18/23	140.00		79		D	N	01			PROFESSIONAL SER	101.42411.0446
	69260	08/30/23		INTERVIEW 07/28/23	210.00		83		D	N	01			PROFESSIONAL SER	101.42411.0446
	69260	08/30/23		INTERVIEW 07/28/23	140.00		84		D	N	01			PROFESSIONAL SER	101.42411.0446
					1,540.00		*CHECK TOTAL								
				VENDOR TOTAL	1,540.00										
CENTERPOINT ENERGY 000467															
	495	08/22/23		NATURAL GAS-JULY	15.00		STMT/07-23		M	-				UTILITIES	101.43425.0332
	495	08/22/23		NATURAL GAS-JULY	15.00		STMT/07-23		M	-				UTILITIES	101.43425.0332
	495	08/22/23		NATURAL GAS-JULY	15.00		STMT/07-23		M	-				UTILITIES	101.43425.0332
	495	08/22/23		NATURAL GAS-JULY	193.76		STMT/07-23		M	-				UTILITIES	101.45433.0332
	495	08/22/23		NATURAL GAS-JULY	1,853.87		STMT/07-23		M	-				UTILITIES	101.45433.0332
	495	08/22/23		NATURAL GAS-JULY	72.11		STMT/07-23		M	-				UTILITIES	101.45435.0332
	495	08/22/23		NATURAL GAS-JULY	1,427.26		STMT/07-23		M	-				UTILITIES	101.45437.0332
	495	08/22/23		NATURAL GAS-JULY	73.55		STMT/07-23		M	-				UTILITIES	651.48484.0332

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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											
					3,665.55	*CHECK TOTAL									
VENDOR TOTAL					3,665.55										
CENTRACARE				003390											
69261	08/30/23			PRE-EMPLOYMENT PHYSICAL	426.00		081823		D	-				SUBSISTENCE OF P	101.42411.0337
CENTRAL COUNTIES COOPERA				001259											
69262	08/30/23			WEED KILLER	2,093.05		30199		D	-				GENERAL SUPPLIES	101.43425.0229
CENTRAL MN SCREEN PRINTI				003908											
69263	08/30/23			CERT T-SHIRTS	171.00		1132		D	-				SUBSISTENCE OF P	803.42411.0227
CHAPPELL CENTRAL INC				000156											
69264	08/30/23			FAN REPLACE CIVIC CTR-	4,154.19		SVC-112190		D	-				MTCE. OF EQUIPME	101.45433.0224
69264	08/30/23			FAN REPLACE CIVIC CTR-L	330.00		SVC-112190		D	-				MTCE. OF EQUIPME	101.45433.0334
69264	08/30/23			BEARING-CIVIC CTR-PARTS	312.24		SVC-112192		D	-				MTCE. OF EQUIPME	101.45433.0224
69264	08/30/23			BEARING-CIVIC CTR-LABOR	880.00		SVC-112192		D	-				MTCE. OF EQUIPME	101.45433.0334
69264	08/30/23			RPLC CRANKCASE HEATER-P	287.24		SVC-112209		D	-				MTCE. OF EQUIPME	651.48484.0224
69264	08/30/23			RPLC CRANKCASE HEATER-L	99.00		SVC-112209		D	-				MTCE. OF EQUIPME	651.48484.0334
69264	08/30/23			FAN REPLACEMENT	794.00		SVC-112220		D	-				MTCE. OF EQUIPME	101.45433.0224
69264	08/30/23			CHECKED LAB A/C SYSTEM	173.25		SVC-112230		D	-				MTCE. OF EQUIPME	651.48484.0334
69264	08/30/23			CHECKED BOILER-REHEAT	148.50		SVC-112232		D	-				MTCE. OF EQUIPME	651.48484.0334
69264	08/30/23			COMM CTR HVAC SYS-LBR	1,114.30		SVC-112290		D	-				MTCE. OF EQUIPME	101.45435.0334
					8,292.72	*CHECK TOTAL									
VENDOR TOTAL					8,292.72										
CHARTER COMMUNICATIONS				000736											
69265	08/30/23			PHONE SERVICE-AUGUST	1,919.79		17550500108222		D	-				COMMUNICATIONS	101.41409.0330
CINTAS CORPORATION				001708											
69266	08/30/23			FIRST AID SUPPLIES	250.74		5170786996		D	-				GENERAL SUPPLIES	101.45433.0229
CITY LINE TOWING				003708											
69267	08/30/23			TOWING CHARGES	90.00		23-03908		D	-				OTHER SERVICES	101.42411.0339
CIVICPLUS, LLC				003722											
69268	08/30/23			2024 CIVIC CLERK ANN	10,590.01		266929		D	N	01			PREPAID EXPENSES	101.128000
69268	08/30/23			2023 CIVIC CLERK ANN F	3,529.99		266929		D	N	01			SUBSCRIPTIONS AN	101.41409.0443
					14,120.00	*CHECK TOTAL									
VENDOR TOTAL					14,120.00										
COALITION OF GREATER MN				001335											
69269	08/30/23			VALIANT-SUMMER CONF REG	175.00		081823		D	-				TRAVEL-CONF.-SCH	101.41400.0333
69269	08/30/23			NELSEN-SUMMER CONF REG	175.00		081823		D	-				TRAVEL-CONF.-SCH	101.41401.0333
					350.00	*CHECK TOTAL									
VENDOR TOTAL					350.00										

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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
CODE 4 SERVICES INC				002984											
		69270	08/30/23	INSTLN EQUIP-SQUAD 5	16,776.21		8294		D	-				MACHINERY AND AU	450.42411.0553
		69270	08/30/23	BODY CAM MOUNTS	1,024.44		8687		D	-				SUBSISTENCE OF P	101.42411.0227
					17,800.65	*CHECK	TOTAL								
				VENDOR TOTAL	17,800.65										
COORDINATED BUSINESS SYS				003677											
		69271	08/30/23	MANAGED PRINT SERVICES	199.14		INV321638		D	-				OFFICE SUPPLIES	208.45005.0220
		69271	08/30/23	MANAGED PRINT SERVICE	51.83		INV322830		D	-				SUBSCRIPTIONS AN	101.41409.0443
					250.97	*CHECK	TOTAL								
				VENDOR TOTAL	250.97										
COSTAR REALTY INFORMATIO				003929											
		69272	08/30/23	2024 STR DESTN REPORT	1,326.00		548609		D	-				PREPAID EXPENSES	208.128000
		69272	08/30/23	2023 STR DESTN REPORT	1,326.00		548609		D	-				SUBSCRIPTIONS AN	208.45005.0443
					2,652.00	*CHECK	TOTAL								
				VENDOR TOTAL	2,652.00										
CROW CHEMICAL & LIGHTING				000186											
		69273	08/30/23	CLEANING SUPPLIES	44.90		125057		D	-				GENERAL SUPPLIES	101.43425.0229
		69273	08/30/23	CLEANING SUPPLIES	10.80		125101		D	-				GENERAL SUPPLIES	101.43425.0229
		69273	08/30/23	CLEANING SUPPLIES	56.50		125109		D	-				GENERAL SUPPLIES	101.43425.0229
		69273	08/30/23	CLEANING SUPPLIES	293.50		125112		D	-				GENERAL SUPPLIES	101.43425.0229
		69273	08/30/23	CLEANING SUPPLIES	63.30		125132		D	-				GENERAL SUPPLIES	101.43425.0229
		69273	08/30/23	CLEANING SUPPLIES	20.26		125154		D	-				GENERAL SUPPLIES	101.43425.0229
					489.26	*CHECK	TOTAL								
				VENDOR TOTAL	489.26										
DAVIS/VICKI				003464											
		69274	08/30/23	EDUCATION REIMBURSEMENT	100.00		081823		D	-				TRAVEL-CONF.-SCH	235.41402.0333
DOOLEY'S PETROLEUM INC				000212											
		69275	08/30/23	PLANT GAS	585.51		548624		D	-				MOTOR FUELS AND	651.48484.0222
DUININCK CONCRETE				000151											
		69276	08/30/23	ROOF SEALING-BLUE LINE	297.30		2308-673511		D	-				MTCE. OF STRUCTU	101.45433.0225
		69276	08/30/23	ROOF REPAIR-LINESTONE	297.30		2308-673555		D	-				MTCE. OF STRUCTU	101.45433.0225
		69276	08/30/23	CAULKING MATERIALS	367.04		2308-673789		D	-				MTCE. OF STRUCTU	101.45433.0225
					961.64	*CHECK	TOTAL								
				VENDOR TOTAL	961.64										
DUININCK INC				000222											
		69277	08/30/23	CHARLOTTE ST SE CONST	75,140.98		APPL #6		D	-				MTCE. OF OTHER I	422.48456.0336
		69277	08/30/23	ASPHALT	5,526.39		556312		D	-				MTCE. OF OTHER I	101.43425.0226
		69277	08/30/23	ASPHALT	1,944.05		556472		D	-				MTCE. OF OTHER I	101.43425.0226
		69277	08/30/23	ASPHALT TACK	1,100.00		556476		D	-				MTCE. OF OTHER I	101.43425.0226
					83,711.42	*CHECK	TOTAL								
				VENDOR TOTAL	83,711.42										

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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
FANCY COATS				002172											
	69278	08/30/23	BOARDING K-9	8/11-8/13	56.00		082923		D	-				OTHER SERVICES	101.42411.0339
FERGUSON ENTERPRISES INC				000810											
	69279	08/30/23	PLUMBING PARTS		16.95		0010573		D	-				MTCE. OF STRUCTU	101.43425.0225
	69279	08/30/23	PLUMBING PARTS		86.24		0060220-1		D	-				MTCE. OF STRUCTU	101.45437.0225
	69279	08/30/23	PLUMBING PARTS		145.61		0061176		D	-				MTCE. OF STRUCTU	101.45437.0225
	69279	08/30/23	PLUMBING PARTS		35.98		0068641		D	-				MTCE. OF STRUCTU	101.45437.0225
					284.78	*CHECK	TOTAL								
				VENDOR TOTAL	284.78										
FIRST CHOICE FOOD & BEVE				000775											
	69280	08/30/23	CONCESSION SUPPLIES		2,386.80		2107:033961		D	-				GENERAL SUPPLIES	101.45437.0229
	69280	08/30/23	CONCESSION SUPPLIES		825.60		2107:033971		D	-				GENERAL SUPPLIES	101.45437.0229
	69280	08/30/23	CONCESSION SUPPLIES		135.60		2107:034021		D	-				GENERAL SUPPLIES	101.45437.0229
	69280	08/30/23	CONCESSION SUPPLIES		288.00		2107:034035		D	-				GENERAL SUPPLIES	101.45437.0229
	69280	08/30/23	CONCESSION SUPPLIES		496.80		2107:034060		D	-				GENERAL SUPPLIES	101.45437.0229
	69280	08/30/23	CONCESSION SUPPLIES		271.20		2107:034119		D	-				GENERAL SUPPLIES	101.45437.0229
					4,404.00	*CHECK	TOTAL								
				VENDOR TOTAL	4,404.00										
FISCHER/BETH				002484											
	69281	08/30/23	CELL PHONE-JUNE-AUGUST		150.00		082823		D	-				COMMUNICATIONS	208.45005.0330
FLEETPRIDE				002973											
	69282	08/30/23	FILTERS		78.86		109975553		D	-				INVENTORIES-MDSE	101.125000
	69282	08/30/23	FILTERS		38.71		110521468		D	-				INVENTORIES-MDSE	101.125000
					117.57	*CHECK	TOTAL								
				VENDOR TOTAL	117.57										
FOLEY/DEB				.03319											
	69283	08/30/23	DAMAGE DEPOSIT REFUND		100.00		081823		D	-				REFUNDS AND REIM	101.41428.0882
FORUM COMMUNICATIONS COM				002269											
	69284	08/30/23	NOTICE OF HEARING		63.24		I2023.00076781		D	-				PRINTING AND PUB	101.41402.0331
GENERAL MAILING SERVICES				000293											
	69285	08/30/23	POSTAGE-JULY		1.77		66937		D	-				POSTAGE	208.45006.0223
	69285	08/30/23	POSTAGE-JULY		115.31		67140		D	-				POSTAGE	208.45006.0223
	69285	08/30/23	POSTAGE		157.50		67246		D	-				POSTAGE	101.42411.0223
					274.58	*CHECK	TOTAL								
				VENDOR TOTAL	274.58										
GERADS/HEATHER				.03318											
	9290	08/24/23	08/06-08/19/23 PAYROLL		540.70		08/24/2023		D	-				SALARIES-TEMP. E	101.42411.0112
GOODIN COMPANY				002835											
	69286	08/30/23	BOILER PUMP REPAIR		314.00		1723297-00		D	-				MTCE. OF EQUIPME	651.48484.0224

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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
GOODIN COMPANY 002835		69286	08/30/23	SHOP SUPPLIES	211.78		5350895-00		D	-				GENERAL SUPPLIES	651.48484.0229
		69286	08/30/23	SHOP SUPPLIES	16.98		5350895-01		D	-				GENERAL SUPPLIES	651.48484.0229
		69286	08/30/23	RETURN-SHOP SUPPLIES	211.78CR		5351627-00		D	-				GENERAL SUPPLIES	651.48484.0229
					330.98	*CHECK	TOTAL								
VENDOR TOTAL					330.98										
GRAINGER INC 000786		69287	08/30/23	AIR FILTERS	232.74		9794093550		D	-				GENERAL SUPPLIES	101.45433.0229
HANSEN ADVERTISING SPECI 000321		69288	08/30/23	CONVENTION NAME BADGES	1,256.58		48505		D	-				OTHER CHARGES	208.45008.0449
		69288	08/30/23	PROMO ITEMS-EXPLORERS	350.37		48677		D	-				OFFICE SUPPLIES	804.42412.0220
					1,606.95	*CHECK	TOTAL								
VENDOR TOTAL					1,606.95										
HAUG IMPLEMENT CO - JOHN 000324		69289	08/30/23	HOSE-PRESSURE WASHER	59.38		462215		D	-				GENERAL SUPPLIES	101.43425.0229
HAWKINS INC 000325		69290	08/30/23	FERRIC CHLORIDE	12,249.85		6550404		D	-				GENERAL SUPPLIES	651.48484.0229
		69290	08/30/23	FERRIC CHOLRIDE	12,254.90		6555686		D	-				GENERAL SUPPLIES	651.48484.0229
					24,504.75	*CHECK	TOTAL								
VENDOR TOTAL					24,504.75										
HENRY SCHEIN, INC 003874		69291	08/30/23	MEDICAL SUPPLIES	62.02		50002338		D	-				GENERAL SUPPLIES	101.42412.0229
HILLYARD\HUTCHINSON 000333		69292	08/30/23	REPAIR SCRUBBER-PARTS	269.09		700555215		D	-				MTCE. OF EQUIPME	101.45433.0224
HVAC USA 003921		69293	08/30/23	CARD-FIRE ALARM SYSTEM	140.76		S038675		D	-				MTCE. OF EQUIPME	651.48484.0224
H2I GROUP 003920		69294	08/30/23	FLOOR CLEANER-REC&EVNT	452.80		227455		D	-				GENERAL SUPPLIES	101.45506.0229
		69294	08/30/23	FLOOR CLEANER-REC&EVNT	221.02		229013		D	-				GENERAL SUPPLIES	101.45506.0229
					673.82	*CHECK	TOTAL								
VENDOR TOTAL					673.82										
IN CONTROL INC 002486		69295	08/30/23	WIN911 UPGRADES	5,236.88		S-INV00812		D	-				OTHER SERVICES	651.48484.0339
INNOVATIVE OFFICE SOLUTI 003023		69296	08/30/23	OFFICE SUPPLIES	2,082.67		IN4301200		D	-				OFFICE SUPPLIES	101.41410.0220
		69296	08/30/23	OFFICE SUPPLIES	16.08		IN4301536		D	-				OFFICE SUPPLIES	101.41410.0220
					2,098.75	*CHECK	TOTAL								
VENDOR TOTAL					2,098.75										

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
IRON VALLEY EQUIPMENT & 003926	69297	08/30/23	#112619 BEARINGS-MOWER	2,760.38		1789		D	-				INVENTORIES-MDSE	101.125000
JOE RILEY CONSTRUCTION 003861	69298	08/30/23	BLOCK 22 PARKING&SUN	179,633.27		APPL #2		D	-				MTCE. OF OTHER I	423.48454.0336
KANDIYOHI CO AUDITOR 000376	69299	08/30/23	LANDFILL CHARGES-JULY	73.10		497581		D	-				CLEANING AND WAS	101.43425.0228
	69299	08/30/23	LANDFILL CHARGES-JULY	56.01		497582		D	-				CLEANING AND WAS	101.43425.0228
	69299	08/30/23	LANDFILL CHARGES-JULY	68.35		498034		D	-				CLEANING AND WAS	101.43425.0338
	69299	08/30/23	LANDFILL CHARGES-JULY	64.56		498035		D	-				CLEANING AND WAS	101.43425.0338
				262.02	*CHECK	TOTAL								
			VENDOR TOTAL	262.02										
KENNEDY & GRAVEN, CHARTE 002520	69300	08/30/23	FIBER BROADBAND PROJ	420.00		WL300-0046		D	-				PROFESSIONAL SER	205.41402.0446
KING'S ELECTRIC LLC 003138	69301	08/30/23	EMERGENCY BACK UP LGHT-P	187.30		2534		D	N	01			MTCE. OF STRUCTU	101.45435.0225
	69301	08/30/23	EMERGENCY BACK UP LGHT-L	240.00		2534		D	N	01			MTCE. OF EQUIPME	101.45435.0334
	69301	08/30/23	REPLACE BREAKER OUTLET-P	480.79		2543		D	N	01			MTCE. OF STRUCTU	101.45435.0225
	69301	08/30/23	REPLACE BREAKER OUTLET-L	570.00		2543		D	N	01			MTCE. OF STRUCTU	101.45435.0335
	69301	08/30/23	TOWN PLANT WALL PACK-P	1,354.62		2597		D	N	01			MTCE. OF OTHER I	651.48484.0226
	69301	08/30/23	TOWN PLANT WALL PACK-LBR	750.00		2597		D	N	01			MTCE. OF OTHER I	651.48484.0336
	69301	08/30/23	WALL PACKS RPR/RPL-PRT	2,333.86		2600		D	N	01			MTCE. OF OTHER I	651.48484.0226
	69301	08/30/23	WALL PACKS RPR/RPL-LBR	1,650.00		2600		D	N	01			MTCE. OF OTHER I	651.48484.0336
	69301	08/30/23	RPR PLANT LIGHT POLE-PRT	685.61		2601		D	N	01			MTCE. OF OTHER I	651.48484.0226
	69301	08/30/23	RPR PLANT LIGHT POLE-LBR	150.00		2601		D	N	01			MTCE. OF OTHER I	651.48484.0336
				8,402.18	*CHECK	TOTAL								
			VENDOR TOTAL	8,402.18										
KLAVETTER/JORDAN 003579	69302	08/30/23	SAFTEY BOOTS	79.50		082323		D	-				SUBSISTENCE OF P	101.41408.0227
	69302	08/30/23	SAFTEY BOOTS	79.50		082323		D	-				SUBSISTENCE OF P	101.45427.0227
				159.00	*CHECK	TOTAL								
			VENDOR TOTAL	159.00										
KRIS ENGINEERING INC 002498	69303	08/30/23	CUTTING EDGES	955.80		38724		D	-				MTCE. OF EQUIPME	101.43425.0224
L.E.A.D. OF KANDIYOHI CO 003930	69304	08/30/23	SAUNDERS-2024 LEAD CLA	1,100.00		81723		D	-				COMMUNICATIONS	101.43425.0330
LAKE REGION BANK .03324	69305	08/30/23	SUBPONEA CASE#23009855	200.00		100		D	-				PROFESSIONAL SER	101.42411.0446
LARSEN/MILLIE .03323	69306	08/30/23	DAMAGE DEPOSIT REFUND	100.00		081823		D	-				REFUNDS AND REIM	101.41428.0882

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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
LEAGUE OF MN CITIES 000412		69307	08/30/23	VALIANT-ICMA CONF	55.00		387217		D	-				SUBSISTENCE OF P	101.41400.0227
LEWIS MOTOR REPAIR 002255		69308	08/30/23	AERATOR MOTOR REPAIR-P	3,052.03		553522		D	-				MTCE. OF EQUIPME	651.48484.0224
		69308	08/30/23	AERATOR MOTOR REPAIR-L	2,711.88		553522		D	-				MTCE. OF EQUIPME	651.48484.0334
					5,763.91	*CHECK	TOTAL								
				VENDOR TOTAL	5,763.91										
LIFELOC TECHNOLOGIES INC 000978		69309	08/30/23	PBT'S-UPGRADE	419.40		386743		D	-				MTCE. OF EQUIPME	101.42411.0334
LLOYD SECURITY INC 003376		69310	08/30/23	2024 FIRE MONITORING	367.92		172149		D	-				PREPAID EXPENSES	101.128000
		69310	08/30/23	2023 FIRE MONITORING	183.96		172149		D	-				SUBSCRIPTIONS AN	230.43430.0443
					551.88	*CHECK	TOTAL								
				VENDOR TOTAL	551.88										
LLOYD/KELSEY 003433		69311	08/30/23	TUITION REIM. MSU MANK	1,043.25		082223		D	-				TRAVEL-CONF.-SCH	101.42411.0333
LUNGSTROM/SAMUEL 003626		69312	08/30/23	MWOA ANNUAL CONF	652.01		082323		D	-				TRAVEL-CONF.-SCH	651.48484.0333
MARCO TECHNOLOGIES LLC 000437		69313	08/30/23	SHREDDING SERVICE	52.50		INV11527949		D	-				PROFESSIONAL SER	101.41403.0446
MARCO TECHNOLOGIES LLC 001838		69314	08/30/23	500-0565502-000-SEP	165.19		509161931		D	-				RENTS	101.45432.0440
		69314	08/30/23	500-0611665-000-SEP	158.76		509565636		D	-				SUBSCRIPTIONS AN	101.41409.0443
		69314	08/30/23	500-0623211-000-SEP	195.72		509565941		D	-				SUBSCRIPTIONS AN	101.41409.0443
					519.67	*CHECK	TOTAL								
				VENDOR TOTAL	519.67										
MATHESON TRI-GAS INC 002898		69315	08/30/23	WELDING SUPPLIES	132.53		0028221398		D	-				MTCE. OF EQUIPME	101.45433.0224
MENARDS 000449		69316	08/30/23	HOOKS	49.40		63089		D	-				SMALL TOOLS	101.45433.0221
		69316	08/30/23	WASP SPRAY	16.47		63089		D	-				GENERAL SUPPLIES	101.45433.0229
		69316	08/30/23	CLEANING SUPPLIES	94.71		63335		D	-				CLEANING AND WAS	101.45433.0228
		69316	08/30/23	PLUMBING PLUG	10.99		63407		D	-				GENERAL SUPPLIES	101.43425.0229
		69316	08/30/23	ELECTRICAL TAPE/FILTERS	13.56		63464		D	-				GENERAL SUPPLIES	101.43425.0229
		69316	08/30/23	ICE SUPPLIES	401.80		63465		D	-				MTCE. OF STRUCTU	101.45433.0225
		69316	08/30/23	DOUBLE STICK TAPE	11.34		63471		D	-				GENERAL SUPPLIES	101.43425.0229
		69316	08/30/23	BUNGESS/HOLE SAW CARBID	26.52		63740		D	-				SMALL TOOLS	101.43425.0221
		69316	08/30/23	PIPE/CONDUIT	39.92		63740		D	-				MTCE. OF STRUCTU	101.43425.0225
		69316	08/30/23	COFFEE GROUNDS	73.22		64047		D	-				GENERAL SUPPLIES	101.41408.0229

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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															
		69316	08/30/23	PLANT SUPPLIES	75.13		64061		D	-				GENERAL SUPPLIES	651.48484.0229
		69316	08/30/23	PAINT SUPPLIES	213.91		64070		D	-				MTCE. OF STRUCTU	101.45433.0225
		69316	08/30/23	SHOP SUPPLIES	64.54		64077		D	-				GENERAL SUPPLIES	651.48484.0229
		69316	08/30/23	SHOP SUPPLIES	104.75		64135		D	-				GENERAL SUPPLIES	651.48484.0229
		69316	08/30/23	SHOP SUPPLIES	88.75		64186		D	-				GENERAL SUPPLIES	651.48484.0229
					1,285.01										
				VENDOR TOTAL	1,285.01										
*CHECK TOTAL															
MIKE'S SMALL ENGINE CENT 002699															
		69317	08/30/23	REPLACEMENT SPRING	3.99		26464		D	-				GENERAL SUPPLIES	101.43425.0229
		69317	08/30/23	TRIMMER LINE	19.98		26477		D	-				GENERAL SUPPLIES	101.43425.0229
		69317	08/30/23	OIL FOR TRIMMER	15.99		26862		D	-				MOTOR FUELS AND	101.45433.0222
		69317	08/30/23	MOWING HEAD	36.99		26862		D	-				MTCE. OF EQUIPME	101.45433.0224
		69317	08/30/23	#111111 RECOIL ROPE	24.94		27057		D	-				INVENTORIES-MDSE	101.125000
		69317	08/30/23	CHAIN SAW CHAINS	87.98		27078		D	-				GENERAL SUPPLIES	101.43425.0229
					189.87										
				VENDOR TOTAL	189.87										
*CHECK TOTAL															
MILLS PARTS CENTER 003729															
		69318	08/30/23	#209115 BRAKES	91.58		5966084		D	-				INVENTORIES-MDSE	101.125000
MINI BIFF LLC 001805															
		69319	08/30/23	TOILET REANTAL	34.55		A-142516		D	M	01			RENTS	101.45432.0440
		69319	08/30/23	TOILET RENATL	321.30		A-142892		D	-				RENTS	101.43425.0440
		69319	08/30/23	TOILET RENTAL	107.10		A-143067		D	M	01			RENTS	101.43425.0440
		69319	08/30/23	TOILET RENTAL	107.10		A-143074		D	M	01			RENTS	101.43425.0440
		69319	08/30/23	TOILET RENTAL	107.10		A-143076		D	M	01			RENTS	101.43425.0440
		69319	08/30/23	TOILET RENTAL	107.10		A-143088		D	M	01			RENTS	101.43425.0440
					784.25										
				VENDOR TOTAL	784.25										
*CHECK TOTAL															
MN DEPT OF COMMERCE 002553															
		69320	08/30/23	UNCLAIMED CHECK #58833	300.00		082823		D	-				REFUNDS AND REIM	101.41428.0882
MN DEPT OF LABOR & INDUS 000522															
		69321	08/30/23	SURCHARGE PYMNT-JULY	1,261.24		081823		D	-				OTHER CHARGES	101.41402.0449
MN DEPT OF REVENUE 000492															
		494	08/18/23	SALES TAX-JULY	2,983.00		STMT/07-23		M	-				SALES TAX PAYABL	101.206000
		494	08/18/23	DIESEL FUEL-JULY	29.43		STMT/07-23		M	-				SALES TAX PAYABL	101.206000
		494	08/18/23	SALES TAX-JULY	44.64CR		STMT/07-23		M	-				SMALL TOOLS	101.42412.0221
		494	08/18/23	SALES TAX-JULY	50.09CR		STMT/07-23		M	-				SMALL TOOLS	101.42412.0221
		494	08/18/23	SALES TAX-JULY	11.69CR		STMT/07-23		M	-				MTCE. OF OTHER I	101.42412.0226
		494	08/18/23	SALES TAX-JULY	2.92CR		STMT/07-23		M	-				GENERAL SUPPLIES	101.42412.0229
		494	08/18/23	DIESEL FUEL-JULY	116.86		STMT/07-23		M	-				MOTOR FUELS AND	101.43425.0222
		494	08/18/23	DIESEL FUEL-JULY	143.67		STMT/07-23		M	-				MOTOR FUELS AND	101.43425.0222
		494	08/18/23	SALES TAX-JULY	22.12CR		STMT/07-23		M	-				MTCE. OF EQUIPME	101.43425.0224
		494	08/18/23	SALES TAX-JULY	4.80CR		STMT/07-23		M	-				MTCE. OF STRUCTU	101.43425.0225
		494	08/18/23	SALES TAX-JULY	2.36CR		STMT/07-23		M	-				GENERAL SUPPLIES	101.45432.0229

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MN DEPT OF REVENUE				000492											
	494	08/18/23	SALES TAX-JULY		6.97CR		STMT/07-23		M	-				GENERAL SUPPLIES	101.45432.0229
	494	08/18/23	SALES TAX-JULY		1.50CR		STMT/07-23		M	-				GENERAL SUPPLIES	101.45432.0229
	494	08/18/23	SALES TAX-JULY		32.89CR		STMT/07-23		M	-				GENERAL SUPPLIES	101.45432.0229
	494	08/18/23	SALES TAX-JULY		29.30CR		STMT/07-23		M	-				GENERAL SUPPLIES	101.45432.0229
	494	08/18/23	SALES TAX-JULY		41.60CR		STMT/07-23		M	-				GENERAL SUPPLIES	101.45432.0229
	494	08/18/23	SALES TAX-JULY		35.80CR		STMT/07-23		M	-				GENERAL SUPPLIES	101.45432.0229
	494	08/18/23	SALES TAX-JULY		3.62CR		STMT/07-23		M	-				GENERAL SUPPLIES	101.45432.0229
	494	08/18/23	SALES TAX-JULY		13.95CR		STMT/07-23		M	-				GENERAL SUPPLIES	101.45432.0229
	494	08/18/23	SALES TAX-JULY		4.56CR		STMT/07-23		M	-				GENERAL SUPPLIES	101.45432.0229
	494	08/18/23	SALES TAX-JULY		200.50CR		STMT/07-23		M	-				GENERAL SUPPLIES	101.45432.0229
	494	08/18/23	SALES TAX-JULY		22.32CR		STMT/07-23		M	-				GENERAL SUPPLIES	101.45432.0229
	494	08/18/23	SALES TAX-JULY		20.64CR		STMT/07-23		M	-				GENERAL SUPPLIES	101.45432.0229
	494	08/18/23	SALES TAX-JULY		9.45CR		STMT/07-23		M	-				GENERAL SUPPLIES	101.45432.0229
	494	08/18/23	SALES TAX-JULY		1.20CR		STMT/07-23		M	-				GENERAL SUPPLIES	101.45432.0229
	494	08/18/23	SALES TAX-JULY		0.71CR		STMT/07-23		M	-				GENERAL SUPPLIES	101.45432.0229
	494	08/18/23	SALES TAX-JULY		15.75CR		STMT/07-23		M	-				GENERAL SUPPLIES	101.45432.0229
	494	08/18/23	SALES TAX-JULY		4.26CR		STMT/07-23		M	-				GENERAL SUPPLIES	101.45432.0229
	494	08/18/23	SALES TAX-JULY		3.30CR		STMT/07-23		M	-				GENERAL SUPPLIES	101.45432.0229
	494	08/18/23	SALES TAX-JULY		10.95CR		STMT/07-23		M	-				GENERAL SUPPLIES	101.45432.0229
	494	08/18/23	SALES TAX-JULY		1.18CR		STMT/07-23		M	-				SUBSCRIPTIONS AN	101.45432.0443
	494	08/18/23	DIESEL FUEL-JULY		8.71		STMT/07-23		M	-				MOTOR FUELS AND	101.45433.0222
	494	08/18/23	SALES TAX-JULY		4.36CR		STMT/07-23		M	-				GENERAL SUPPLIES	101.45435.0229
	494	08/18/23	SALES TAX-JULY		9.85CR		STMT/07-23		M	-				GENERAL SUPPLIES	101.45435.0229
	494	08/18/23	SALES TAX-JULY		4.90CR		STMT/07-23		M	-				GENERAL SUPPLIES	101.45435.0229
	494	08/18/23	SALES TAX-JULY		1.16CR		STMT/07-23		M	-				GENERAL SUPPLIES	101.45435.0229
	494	08/18/23	SALES TAX-JULY		8.21CR		STMT/07-23		M	-				GENERAL SUPPLIES	101.45435.0229
	494	08/18/23	SALES TAX-JULY		3.76CR		STMT/07-23		M	-				GENERAL SUPPLIES	101.45435.0229
	494	08/18/23	SALES TAX-JULY		3.64CR		STMT/07-23		M	-				GENERAL SUPPLIES	101.45435.0229
	494	08/18/23	SALES TAX-JULY		9.45CR		STMT/07-23		M	-				GENERAL SUPPLIES	101.45435.0229
	494	08/18/23	SALES TAX-JULY		1.10CR		STMT/07-23		M	-				GENERAL SUPPLIES	101.45437.0229
	494	08/18/23	SALES TAX-JULY		5.64CR		STMT/07-23		M	-				GENERAL SUPPLIES	101.45437.0229
	494	08/18/23	SALES TAX-JULY		4.06CR		STMT/07-23		M	-				GENERAL SUPPLIES	101.45437.0229
	494	08/18/23	SALES TAX-JULY		4.86CR		STMT/07-23		M	-				MTCE. OF STRUCTU	651.48484.0225
	494	08/18/23	DIESEL FUEL-JULY		48.42		STMT/07-23		M	-				MOTOR FUELS AND	651.48485.0222
	494	08/18/23	SALES TAX-JULY		72.94CR		STMT/07-23		M	-				SMALL TOOLS	800.42411.0221
					2,597.09		*CHECK TOTAL								
				VENDOR TOTAL	2,597.09										
MN RECREATION & PARK ASS				000513											
	69322	08/30/23	RED COORD POSITION AD		125.00		10763		D	-				ADVERTISING	101.45432.0447
MN STATE FIRE CHIEFS ASS				000520											
	69323	08/30/23	GILBERTSON-CONF REGISTRA		325.00		6101		D	-				TRAVEL-CONF.-SCH	101.42412.0333
MOTOR SPORTS OF WILLMAR				000873											
	69324	08/30/23	RANGER-FILTERS/OIL/BELT		294.97		2310177		D	-				MTCE. OF EQUIPME	651.48484.0224

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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
MR. CLEAN WILLMAR CLEANI 003756	69325	08/30/23	CLEANING SERVICE-JULY	2,670.00		081823		D	-				PROFESSIONAL SER	101.45432.0446
MTI DISTRIBUTING CO 000539	69326	08/30/23	FIELD SAND PRO 6040	43,190.21		1389762-00		D	-				MACHINERY AND AU	450.43425.0553
MUNICIPAL UTILITIES 000541	69327	08/30/23	UTILITIES FOR AUGUST	1,146.98		STMT/08-23		D	-				UTILITIES	101.42412.0332
	69327	08/30/23	UTILITIES FOR AUGUST	6,505.41		STMT/08-23		D	-				UTILITIES	101.43425.0332
	69327	08/30/23	UTILITIES FOR AUGUST	17.57		STMT/08-23		D	-				UTILITIES	101.45432.0332
	69327	08/30/23	UTILITIES FOR AUGUST	2,380.62		STMT/08-23		D	-				UTILITIES	230.43430.0332
	69327	08/30/23	UTILITIES FOR AUGUST	58,036.27		STMT/08-23		D	-				UTILITIES	651.48484.0332
	69327	08/30/23	UTILITIES FOR AUGUST	262.12		STMT/08-23		D	-				UTILITIES	651.48485.0332
				68,348.97	*CHECK	TOTAL								
			VENDOR TOTAL	68,348.97										
MVTL LABORATORIES INC 000544	69328	08/30/23	LAB TESTING	58.30		1204603		D	-				PROFESSIONAL SER	651.48484.0446
	69328	08/30/23	LAB TESTING	58.30		1213631		D	-				PROFESSIONAL SER	651.48484.0446
	69328	08/30/23	LAB TESTING	268.40		1213808		D	-				PROFESSIONAL SER	651.48484.0446
				385.00	*CHECK	TOTAL								
			VENDOR TOTAL	385.00										
NELSON INTERNATIONAL 000568	69329	08/30/23	RADIATOR CAP	9.46		X101117246:01		D	-				MTCE. OF EQUIPME	101.42412.0224
	69329	08/30/23	#132487 BRAKE HOSE	14.16		X101117351:01		D	-				INVENTORIES-MDSE	101.125000
				23.62	*CHECK	TOTAL								
			VENDOR TOTAL	23.62										
NORTH COUNTRY CHEVROLET 003933	69330	08/30/23	2023 CHEVY TAHOE	40,366.12		49179		D	-				MACHINERY AND AU	450.42411.0553
NORTHERN STATES SUPPLY 000585	69331	08/30/23	CAUTION TAPE	18.83		10-612981		D	-				GENERAL SUPPLIES	101.43425.0229
	69331	08/30/23	PRIMER	18.21		10-613245		D	-				MTCE. OF EQUIPME	101.45433.0224
	69331	08/30/23	RACHET TOOL	20.10		10-613396		D	-				SMALL TOOLS	101.45433.0221
	69331	08/30/23	WIRE	28.53		10-613396		D	-				MTCE. OF EQUIPME	101.45433.0224
	69331	08/30/23	LEVEL SET	100.00		10-613533		D	-				SMALL TOOLS	101.43425.0221
	69331	08/30/23	SCREWS	88.84		10-613560		D	-				MTCE. OF EQUIPME	101.43425.0224
	69331	08/30/23	RAKES	218.41		10-613707		D	-				SMALL TOOLS	101.43425.0221
	69331	08/30/23	LEVEL	41.92		10-613738		D	-				SMALL TOOLS	101.43425.0221
	69331	08/30/23	BATTERIES/MARKERS	12.29		10-613788		D	-				GENERAL SUPPLIES	101.43425.0229
	69331	08/30/23	SMALL TOOLS	10.82		1702101		D	-				SMALL TOOLS	101.45433.0221
	69331	08/30/23	SMALL TOOL	48.24		1702960		D	-				SMALL TOOLS	101.45433.0221
				606.19	*CHECK	TOTAL								
			VENDOR TOTAL	606.19										
NORTHWESTERN UNIVERSITY 003931	69332	08/30/23	NELSON-EXECUTIVE MGMT	2,600.00		23644		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
NORTHWESTERN UNIVERSITY 003931														
69332	08/30/23		HOLME-EXECUTIVE MGMT P	2,600.00		23645		D	-				TRAVEL-CONF.-SCH	101.42411.0333
				5,200.00	*CHECK	TOTAL								
			VENDOR TOTAL	5,200.00										
NOVACARE REHABILITATION .03229														
69333	08/30/23		PRE-EMPLYMT PHYS-GERADS	150.00		846845037		D	-				SUBSISTENCE OF P	101.42411.0337
O'REILLY AUTOMOTIVE INC 000650														
69334	08/30/23		WASHER FLUID RESERVIOR	104.16		1528-481013		D	-				INVENTORIES-MDSE	101.125000
69334	08/30/23		RETURN-WASHER FLUID	104.16CR		1528-482766		D	-				INVENTORIES-MDSE	101.125000
69334	08/30/23		ABOSRBENT	131.88		1528-487193		D	-				GENERAL SUPPLIES	101.42412.0229
69334	08/30/23		TRANS FLUID	16.98		1528-487226		D	-				MOTOR FUELS AND	101.42412.0222
				148.86	*CHECK	TOTAL								
			VENDOR TOTAL	148.86										
OASIS AERO INC 003286														
69335	08/30/23		AIRPORT MGMT CNTRACT-J	4,000.00		5462		D	-				PROFESSIONAL SER	230.43430.0446
69335	08/30/23		PAPER TOWEL/TOILET	81.68		5483		D	-				CLEANING AND WAS	230.43430.0228
				4,081.68	*CHECK	TOTAL								
			VENDOR TOTAL	4,081.68										
PRAIRIE WOODS ENV LRNG C 003927														
69336	08/30/23		2019 MEMBERSHIP DUES	100.00		2019		D	-				SUBSCRIPTIONS AN	208.45005.0443
PREMIUM WATERS INC 000374														
69337	08/30/23		DRINKING WATER	55.49		330550663		D	-				GENERAL SUPPLIES	101.45437.0229
69337	08/30/23		DRINKING WATER	47.24		330551602		D	-				GENERAL SUPPLIES	101.45437.0229
69337	08/30/23		DRINKING WATER	45.99		330552356		D	-				GENERAL SUPPLIES	101.45435.0229
69337	08/30/23		DRINKING WATER	48.01CR		330552614		D	-				GENERAL SUPPLIES	101.45437.0229
				100.71	*CHECK	TOTAL								
			VENDOR TOTAL	100.71										
QUICK SIGNS 001093														
69338	08/30/23		POSTER PRINTS	30.00		180993		D	-				OFFICE SUPPLIES	101.45435.0220
R & R SPECIALTIES INC 000636														
69339	08/30/23		BLADE SHARPENING	584.34		0079591-IN		D	-				MTCE. OF EQUIPME	101.45433.0224
RAMBOW INC 000639														
69340	08/30/23		YTH FOOTBALL CAMP T-SH	1,507.84		643252		D	-				GENERAL SUPPLIES	101.45432.0229
RILEY BROS CONSTRUCTION 000653														
69341	08/30/23		2ND ST SE CONSTRUCTIO	82,830.50		2101-A/EST.7		D	-				MTCE. OF OTHER I	421.48452.0336
ROBERT HALF 003837														
69342	08/30/23		ACCT SERV 08/07-08/14/	1,495.00		62418175		D	-				PROFESSIONAL SER	101.41405.0446
69342	08/30/23		ACCT SERV 08/14-08/18/	1,357.00		62439960		D	-				PROFESSIONAL SER	101.41405.0446
				2,852.00	*CHECK	TOTAL								
			VENDOR TOTAL	2,852.00										

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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
RULE TIRE SHOP				000665											
		69343	08/30/23	#995563 TIRES	206.00		1-65584		D	-				INVENTORIES-MDSE	101.125000
RUSCHEN/CASSANDRA				.03322											
		69344	08/30/23	BIRTHDAY PARTY REFUND	90.00		081823		D	-				REFUNDS AND REIM	101.41428.0882
RUTER/DOUGLAS H				002288											
		69345	08/30/23	SAFETY BOOTS	220.99		082523		D	-				SUBSISTENCE OF P	651.48484.0227
S.W. VAC				003076											
		69346	08/30/23	CLEANED JOTS L.S	2,787.20		081623		D	-				MTCE. OF STRUCTU	651.48485.0335
SAFETY FIRST PLAYGROUND				003640											
		69347	08/30/23	WOOD CHIPS-PARKS	3,493.00		8879		D	-				FURNITURE AND EQ	450.45432.0552
SERVICE CENTER/CITY OF W				000685											
		69348	08/30/23	101.70 GALLONS UNLEADED	318.11		STMT/07-23		D	-				MOTOR FUELS AND	101.41402.0222
		69348	08/30/23	4.70 GALLONS UNLEADED	14.51		STMT/07-23		D	-				MOTOR FUELS AND	101.41408.0222
		69348	08/30/23	EQUIPMENT REPAIR-PARTS	19.21		STMT/07-23		D	-				MTCE. OF EQUIPME	101.41408.0224
		69348	08/30/23	2537.80 GALLONS UNLEAD	7,959.25		STMT/07-23		D	-				MOTOR FUELS AND	101.42411.0222
		69348	08/30/23	EQUIPMENT REPAIR-PARTS	1,413.92		STMT/07-23		D	-				MTCE. OF EQUIPME	101.42411.0224
		69348	08/30/23	143.36 GALLONS DIESEL	401.97		STMT/07-23		D	-				MOTOR FUELS AND	101.42412.0222
		69348	08/30/23	177.40 GALLONS UNLEADED	556.31		STMT/07-23		D	-				MOTOR FUELS AND	101.42412.0222
		69348	08/30/23	1884.25 GALLONS DIESEL	5,281.90		STMT/07-23		D	-				MOTOR FUELS AND	101.43425.0222
		69348	08/30/23	953.60 GALLONS UNLEADE	2,820.06		STMT/07-23		D	-				MOTOR FUELS AND	101.43425.0222
		69348	08/30/23	EQUIPMENT REPAIR-PARTS	5,120.47		STMT/07-23		D	-				MTCE. OF EQUIPME	101.43425.0224
		69348	08/30/23	EQUIPMENT REPAIR-PARTS	5,176.81		STMT/07-23		D	-				MTCE. OF EQUIPME	101.43425.0224
		69348	08/30/23	87.40 GALLONS UNLEADED	273.97		STMT/07-23		D	-				MOTOR FUELS AND	101.45432.0222
		69348	08/30/23	96.01 GALLONS DIESEL	265.95		STMT/07-23		D	-				MOTOR FUELS AND	101.45433.0222
		69348	08/30/23	EQUIPMENT REPAIR-PARTS	72.48		STMT/07-23		D	-				MTCE. OF EQUIPME	101.45433.0224
		69348	08/30/23	101.20 GALLONS DIESEL	283.54		STMT/07-23		D	-				MOTOR FUELS AND	651.48484.0222
		69348	08/30/23	64.20 GALLONS UNLEADED	202.83		STMT/07-23		D	-				MOTOR FUELS AND	651.48484.0222
					30,181.29										
				VENDOR TOTAL	30,181.29										
SRF CONSULTING GROUP INC				003049											
		69349	08/30/23	PROF SERV-MAPPING	982.33		17030.00-1		D	-				PROFESSIONAL SER	101.45432.0446
STEFFEN/DESIREE				.03321											
		69350	08/30/23	PROGRAM REFUND	35.00		081823		D	-				REFUNDS AND REIM	101.41428.0882
SURPLUS WAREHOUSE INC				000728											
		69351	08/30/23	CASTERS	19.96		073123		D	-				GENERAL SUPPLIES	101.43425.0229
		69351	08/30/23	SOCKET SET ADAPTER	289.98		073123		D	-				SMALL TOOLS	651.48484.0221
		69351	08/30/23	CASTERS	79.84		4825		D	-				GENERAL SUPPLIES	101.43425.0229
		69351	08/30/23	#06Q394 TRAILER JACK	99.99		4829		D	-				INVENTORIES-MDSE	101.125000
					489.77										
				VENDOR TOTAL	489.77										

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SYN-TECH SYSTEMS 003050	69352	08/30/23	FUEL PUMP SFTWRE UPGRA	2,508.00		268906		D	-				MTCE. OF OTHER I	230.43430.0226
SYSO WESTERN MINNESOTA 000161	69353	08/30/23	CONCESSION SUPPLIES	822.92		253433114		D	-				GENERAL SUPPLIES	101.45437.0229
	69353	08/30/23	CONCESSION SUPPLIES	802.65		253438688		D	-				GENERAL SUPPLIES	101.45437.0229
	69353	08/30/23	CONCESSION SUPPLIES	616.59		253441512		D	-				GENERAL SUPPLIES	101.45437.0229
				2,242.16	*CHECK	TOTAL								
			VENDOR TOTAL	2,242.16										
TAUBER/KELLY 003924	69354	08/30/23	BASKETABLL CAMP	877.50		1		D	-				PROFESSIONAL SER	101.45432.0446
TORKELSON'S LOCK SERVICE 002583	69355	08/30/23	KEYS	210.00		6457190		D	N	01			MTCE. OF STRUCTU	101.43425.0225
	69355	08/30/23	KEYS	60.00		6457192		D	N	01			MTCE. OF STRUCTU	101.43425.0225
	69355	08/30/23	SERVICE CALL	40.00		6457271		D	N	01			MTCE. OF EQUIPME	101.45433.0334
				310.00	*CHECK	TOTAL								
			VENDOR TOTAL	310.00										
TRAFFIC CONTROL CORPORAT 001471	69356	08/30/23	PED POLE PUSH BUTTONS	682.50		145233		D	-				MTCE. OF OTHER I	101.43417.0226
TWIN CITY SEED COMPANY 002949	69357	08/30/23	GRASS SEED	1,450.00		54972		D	-				GENERAL SUPPLIES	101.43425.0229
TYLER TECHNOLOGIES, INC 003795	69358	08/30/23	08/08-08/10/23 ERP PRO	4,200.00		045-434141		D	-				SUBSCRIPTIONS AN	219.41409.0443
	69358	08/30/23	08/15-08/17/23 ERP PRO	4,900.00		045-435366		D	-				SUBSCRIPTIONS AN	219.41409.0443
	69358	08/30/23	PROJECT MANAGER	666.68		130-138843		D	-				SUBSCRIPTIONS AN	219.41409.0443
				9,766.68	*CHECK	TOTAL								
			VENDOR TOTAL	9,766.68										
US BANK EQUIPMENT FINANC 003143	69359	08/30/23	500-0664928-000-SEP	751.80		509147815		D	-				RENTS	101.41410.0440
VERIZON WIRELESS 002915	69360	08/30/23	CELL PHONE USE-AUGUST	2,655.90		9941564202		D	-				COMMUNICATIONS	101.41409.0330
	69360	08/30/23	EAGLE LAKE #4	40.01		9941564202		D	-				COMMUNICATIONS	651.48487.0330
				2,695.91	*CHECK	TOTAL								
			VENDOR TOTAL	2,695.91										
VIKING COCA-COLA BOTTLIN 000777	69361	08/30/23	CONCESSION SUPPLIES	297.75		3198072		D	-				GENERAL SUPPLIES	101.45437.0229
	69361	08/30/23	CONCESSION SUPPLIES	101.25		3205584		D	-				GENERAL SUPPLIES	101.45437.0229
	69361	08/30/23	CONCESSION SUPPLIES	1,142.75		3216597		D	-				GENERAL SUPPLIES	101.45433.0229
				1,541.75	*CHECK	TOTAL								
			VENDOR TOTAL	1,541.75										

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W.D PAINTWORKS				003866											
		69362	08/30/23	PAINT SELECTOR PIPES	2,200.00		082223		D	-				OTHER SERVICES	651.48484.0339
WALT'S				002868											
		69363	08/30/23	10.770 GALLONS UNLEADED	47.38		STMT/07-23		D	-				MOTOR FUELS AND	101.42412.0222
		69363	08/30/23	6.003 GALLONS UNLEADED	25.75		STMT/07-23		D	-				MOTOR FUELS AND	101.43425.0222
					73.13	*CHECK	TOTAL								
				VENDOR TOTAL	73.13										
WEST CENTRAL INDUSTRIES				000801											
		69364	08/30/23	BATHROOM CLEANING/LOCK	1,852.00		9189		D	-				CLEANING AND WAS	101.43425.0338
WEST CENTRAL STEEL INC				000806											
		69365	08/30/23	SCOREBOARD BEAMS	953.00		1600137		D	-				MTCE. OF OTHER I	101.45432.0226
		69365	08/30/23	SCOREBOARD BEAMS	4,095.00		1600137		D	-				MTCE. OF OTHER I	450.45432.0226
					5,048.00	*CHECK	TOTAL								
				VENDOR TOTAL	5,048.00										
WEST CENTRAL TECHNOLOGY				003817											
		69366	08/30/23	PHONE MOUNTS	138.42		33838		D	-				SMALL TOOLS	101.41409.0221
WEST CENTRAL TROPHIES				000808											
		69367	08/30/23	PLAQUES FOR BENCHES	30.00		8720		D	-				MTCE. OF OTHER I	101.45432.0226
WESTECH ENGINEERING, LLC				003922											
		69368	08/30/23	RPL ARATOR SCREEN	479.83		92079		D	-				MTCE. OF EQUIPME	651.48484.0224
WILLIAMS/JEFF				.03320											
		69369	08/30/23	DAMAGE DEPOSIT REFUND	100.00		081823		D	-				REFUNDS AND REIM	101.41428.0882
WILLMAR AREA				003928											
		69370	08/30/23	CELEBRATION OF OUR COMM	850.00		082823		D	-				TRAVEL-CONF.-SCH	101.41401.0333
WILLMAR BASKETBALL				003925											
		69371	08/30/23	BASKETBALL CAMP-BOYS	4,116.00		082523		D	-				PROFESSIONAL SER	101.45432.0446
		69371	08/30/23	BASKETBALL CAMP-GIRLS	2,259.00		082523		D	-				PROFESSIONAL SER	101.45432.0446
					6,375.00	*CHECK	TOTAL								
				VENDOR TOTAL	6,375.00										
WILLMAR CHAMBER OF COMME				000812											
		69372	08/30/23	GRAMMARLY ANNUAL SUB	144.00		56018		D	-				COMMUNICATIONS	208.45005.0330
		69372	08/30/23	OFFICE 365 MONTHLY SUB	7.54		56018		D	-				COMMUNICATIONS	208.45005.0330
		69372	08/30/23	TELEPHONE CHARGES	14.00		56018		D	-				COMMUNICATIONS	208.45005.0330
		69372	08/30/23	SPIKER 4TH JULY MEETING	12.04		56018		D	-				TRAVEL-CONF.-SCH	208.45005.0333
		69372	08/30/23	MAILCHIMP-NEWSLETTER SUB	20.00		56018		D	-				SUBSCRIPTIONS AN	208.45005.0443
		69372	08/30/23	CVB BOARD LUNCH	149.58		56018		D	-				OTHER CHARGES	208.45005.0449
		69372	08/30/23	CHAIRS-FARMFEST	151.00		56018		D	-				TRAVEL-CONF.-SCH	208.45006.0333
		69372	08/30/23	REMARKABLE NOTEBOOK SUB	2.99		56018		D	-				OTHER CHARGES	208.45008.0449
		69372	08/30/23	FRNG FEE-REMARK NOTEBOOK	0.05		56018		D	-				OTHER CHARGES	208.45008.0449
		69372	08/30/23	GOOGLE ADVERTISING	332.78		56018		D	-				OTHER CHARGES	208.45010.0449

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WILLMAR CHAMBER OF COMME				000812											
		69372	08/30/23	FACEBOOK ADS	3.87		56018		D	-				OTHER CHARGES	208.45010.0449
		69372	08/30/23	STAKES-4TH JULY PARADE	56.01		56018		D	-				OTHER CHARGES	208.45010.0449
		69372	08/30/23	TEN17 MEDIA/SOCIAL AD	1,700.00		56018		D	-				OTHER CHARGES	208.45010.0449
		69372	08/30/23	ICONOSQUARE SOCIAL MEDIA	766.99		56018		D	-				OTHER CHARGES	208.45010.0449
		69372	08/30/23	MAIL PICK-UP FEE JULY	26.66		56019		D	-				POSTAGE	208.45005.0223
		69372	08/30/23	INTERNET 7/18-8/17/23	26.99		56019		D	-				COMMUNICATIONS	208.45005.0330
		69372	08/30/23	RECYCLING FEE-JULY	6.22		56019		D	-				CLEANING AND WAS	208.45005.0338
		69372	08/30/23	MANAGED IT	209.55		56020		D	-				PROFESSIONAL SER	208.45005.0446
		69372	08/30/23	DIRECTOR&ADMIN WAGES	9,004.35		56021		D	-				SALARIES-REG. EM	208.45005.0110
		69372	08/30/23	AUGUST INSURANCE	1,618.56		56021		D	-				EMPLOYER PENSION	208.45005.0113
		69372	08/30/23	FICA	544.11		56021		D	-				EMPLOYER PENSION	208.45005.0113
		69372	08/30/23	MEDICARE	127.25		56021		D	-				EMPLOYER PENSION	208.45005.0113
		69372	08/30/23	IRA CONSTIBUTION	263.08		56021		D	-				EMPLOYER PENSION	208.45005.0113
		69372	08/30/23	JULY COPIES	1.68		56021		D	-				OFFICE SUPPLIES	208.45005.0220
		69372	08/30/23	PAYROLL FEES	97.41		56021		D	-				OTHER SERVICES	208.45005.0339
		69372	08/30/23	AUGUST RENT	689.06		56021		D	-				RENTS	208.45005.0440
		69372	08/30/23	DELEEUW-LEADERSHIP PERSP	600.00		56125		D	-				TRAVEL-CONF.-SCH	101.43417.0333
		69372	08/30/23	HANNEMAN-LEADERSHIP PRES	600.00		56130		D	-				TRAVEL-CONF.-SCH	101.42411.0333
					17,175.77										
				VENDOR TOTAL	17,175.77										
							*CHECK TOTAL								
WILLMAR VOLLEYBALL BOOST				003919											
		69373	08/30/23	VOLLEYBALL CAMP	1,584.00		082323		D	-				PROFESSIONAL SER	101.45432.0446
WOHL WILSON/AMY				.03317											
		9291	08/24/23	08/06-08/19/23 PAYROLL	523.92		08/24/2023		D	-				SALARIES-TEMP. E	101.41420.0112
100 YARD CLUB				003522											
		69374	08/30/23	FOOTBALL CAMP 8/14-8/1	9,506.00		509		D	-				PROFESSIONAL SER	101.45432.0446

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:				1,084,920.79										
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RECORDS PRINTED - 000516

Vendor Payment History Report

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
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101	GENERAL FUND	221,953.89
205	INDUSTRIAL DEVELOPMENT	420.00
208	CONVENTION & VISITORS BUREAU	20,450.57
219	CORONAVIRUS RELIEF FUND	10,486.68
230	WILLMAR MUNICIPAL AIRPORT	9,514.26
235	WILLMAR MAIN STREET	1,350.00
405	C.P. - EPITOPIX	642.00
420	LOCAL OPT SALES TAX PROJECTS	1,764.00
421	S.A.B.F. - #2021B	91,400.00
422	S.A.B.F. - 2022A	91,734.93
423	S.A.B.F. - 2023A	370,062.39
430	C.P. - AIRPORT DEVELOPMENT	4,000.00
432	C.P. - WASTE TREATMENT	17,291.50
450	CAPITAL IMPROVEMENT FUND	107,935.25
651	WASTE TREATMENT	134,949.85
800	LAW ENFORCEMENT FORFEITURE	72.94 CR
803	COMM EMERGENCY RESPONSE TEAM	171.00
804	FIRE DEPT EXPLORER FUND	350.37
899	DONATION FUND (AGENCY)	517.04
TOTAL ALL FUNDS		1,084,920.79

BANK RECAP:

BANK	NAME	DISBURSEMENTS
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HERT	HERITAGE BANK	1,084,920.79
TOTAL ALL BANKS		1,084,920.79



City Council Action Request

Council Meeting Date:	September 5, 2023	Agenda Item Number:	6.D.
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:	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 on a Roll Call Vote

OVERVIEW:

The Foxhole Brewhouse Inc. dba Foxhole Brewhouse has plans to sell alcohol during the Foxtoberfest on September 23, 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



City Council Action Request

Council Meeting Date:	September 5, 2023	Agenda Item Number:	6.E.
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:	Pheasants Forever MN Habitat Fund Lawful Gambling Application		

RECOMMENDED ACTION:

Approve Pheasants Forever MN Habitat Fund Lawful Gambling Application

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Pheasants Forever MN Habitat Fund

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: Pheasants Forever MN Habitat Fund

Previous Gambling Permit Number: X- 35511-23-019

Minnesota Tax ID Number, if any: ES29354

Federal Employer ID Number (FEIN), if any: 41-1429149

Mailing Address: 605 West Railroad Street

City: Lynd State: MN Zip: 56157 County: Lyon

Name of Chief Executive Officer (CEO): Tanner Bruse

CEO Daytime Phone: 507-865-1163 CEO Email: tbruse@pheasantsforever.org

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

Email permit to (if other than the CEO): bnelson@pheasantsforever.org

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): Willmar Conference Center

Physical Address (do not use P.O. box): 240 23rd St SE

Check one:

☒ City: Willmar Zip: 56201 County: Kandiyohi

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): January 19, 2024 and January 20, 2024

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

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

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

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

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

- ☒ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: City of Willmar

Signature of City Personnel:

Judy R. Thompson

Title: City Clerk Date: 8-24-2023

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

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

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: Tanner Bruse Date: 8/21/2023
(Signature must be CEO's signature; designee may not sign)

Print Name: Tanner Bruse

REQUIREMENTS

Complete a separate application for:

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

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

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

Questions?

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

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's 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.



City Council Action Request

Council Meeting Date:	September 5, 2023	Agenda Item Number:	6.F.
Agenda Section:	Consent Items	Originating Department:	Public Works
Resolution:	Yes	Prepared By:	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	Presented By:	Justin DeLeeuw, Public Works Director
Item:	Wastewater Aerator Gearbox Repair		

RECOMMENDED ACTION:

Adopt the resolution awarding the Wastewater municipal aerator gearbox repair to Crane Engineering in the amount of \$52,717.96.

OVERVIEW:

The municipal aerator gearbox at the Wastewater Treatment Facility requires rebuilding. Staff noticed it was making loud noises related to bearings, seals, and gears. With it being in constant operation since 2010, we requested to have it completely rebuilt due to its size and the work required to remove it from the oxidation ditch. Two quotes were received; one from WesTech in the amount of \$208,587, and one from Crane Engineering in the amount of \$52,717.96.

Staff would like to proceed with the low quote from Crane Engineering, who is offering to add us to their September schedule if approved by Council.

BUDGETARY/FISCAL ISSUES:

The repair will be paid from the Wastewater Treatment operating budget.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Resolution- Accept Quote Aeration Gearbox
2. Aerator Repair Quote- WesTech
3. Aerator Repair Quote- Crane Engineering

Resolution No._____

**A RESOLUTION AWARDING THE WASTEWATER AERATOR GEARBOX REPAIR TO CRANE ENGINEERING IN THE
AMOUNT OF \$52,717.96.**

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 quote from Crane Engineering for the repair of the Wastewater aerator gearbox 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 quoter for the terms and consideration of the contract in the amount of \$52,717.96.

Dated this 5th day of September, 2023

Mayor

Attest:

City Clerk

Commercial Proposal

Proposal Name: Willmar WWTF

Proposal Number: 144685

Wednesday, March 15, 2023

1. Bidder's Contact Information

Company Name	WesTech Engineering, LLC
Primary Contact Name	Lee Richardson
Phone	(801) 265-1908
Email	lrichardson@westech-inc.com
Address: Number/Street	3665 S West Temple
Address: City, State, Zip	Salt Lake City, UT 84115

2. Firm Pricing

Currency: USD

Scope of Supply

A	Repair of One (1) Aerator Gearbox	\$110,987
B	Installation of Gearbox	\$97,600
Total		\$208,587
Taxes (sales, use, VAT, IVA, IGV, duties, import fees, etc.)		Not Included

Prices are valid for a period not to exceed 30 days from date of proposal.

3. Payment Terms

Equipment: Due Net 30 after Notification of Ready to Ship

100%

All payments are net 30 days. Partial shipments are allowed. An approved Letter of Credit is required if Incoterms CIF, CFR, DAP, CIP, or CPT are applicable. Payment is required in full for all other Incoterms prior to international shipment. Other terms per WesTech proforma invoice. Please note that the advising bank must be named as: Wells Fargo Bank, International Department, 9000 Flair Drive, 3rd Floor, El Monte, California 91731, USA.

4. Schedule

Item A: Ready to Ship, after Purchase Order Acceptance and Contract Execution

18 weeks

Item B:

TBD

5. Freight

Domestic	Not included. FOB Shipping Point - Prepaid and Added (FSP-PPA)	
From	Final Destination	Number of Trucks or Containers
WesTech Shops	Willmar, MN	Approximately TBD



QUOTE

Headquarters

707 Ford Street, Kimberly, WI 54136
t. 920-733-4425 f. 920-733-0211

Minnesota Office

26489 Industrial Blvd, Cohasset, MN 55721
t. 218-999-5100

Number

CESQ70608

Date

Aug 22, 2023

Expires

Sep 21, 2023

Sold To**Willmar Wastewater Treatment Facil**

Allen Schueler
3000 75th St. SW
Wilmar, MN 56201

aschueler@willmarmn.gov**Phone** 320-235-4760**Fax****Ship To****Willmar Wastewater Treatment Facil**

Allen Schueler
3000 75th St. SW
Wilmar, MN 56201

aschueler@willmarmn.gov**Phone** 320-235-4760**Fax****Sales Rep****Outside Sales**

Brett Johnson

B.Johnson@craneengineering.net

Sr. Service Coordinator

Barb Linder

218-999-5100

b.linder@craneengineering.net

Here is the quote you requested.

Terms	RFQ	Ship Via	FOB	Crane Order#
N15		Best Way	Warehouse	

Line	Qty	Product	Lead Time	Unit Price	Ext. Price
1	1	Scope of Work -Procurement of all bearings, seals/o-rings, oil filter and pump for qty. 1 H3BV13 gearbox. -In shop disassembly, inspection, replacement of wear parts, reassembly and testing of qty. 1 H3BV13 gearbox. -Onsite field service for removal and reinstallation of qty.1 H3BV13 gearbox. -Coordination of crane/rigging services. -Testing of surface aerator operations after repairs. Excluded from the quote: -Any and all machining, welding and resurfacing of damaged gearbox components found during inspection. -Any and all replacement parts not listed in proposal, ex. Shafts, gears, housings etc. Parts from Flender are 10 Weeks, ARO for the gearbox repair.		\$52,717.96	\$52,717.96

Total**\$52,717.96**

We reserve the right to charge a minimum inspection fee of \$75.00 on all inspections; fee is waived if repair or replacement is purchased.

We reserve the right to dispose of any materials sent to our facility 180 days after the date of quotation.

Crane Engineering has the right to request additional charges based on finding additional damages to equipment found during the process of repair.

Equipment & Repair Warranty: Applies only to Full OEM Repairs. Functional Repairs are Not Covered by Warranty.

Price does not include tax and shipping charges unless stated above.

**We reserve the right to adjust quoted pricing due to the current volatility of the materials market.
We will make every effort to maintain the quoted price.**

VISIT OUR ONLINE STORE - SHOP.CRANEENGINEERING.NET

1. **Governing Provisions.** These Terms and Conditions of Sale (the "Agreement") constitute an offer by Crane Engineering Sales, Inc. ("Seller") to provide the Products as set forth on the Contract of Sale attached to this Agreement (the "Products") to Buyer, subject to the terms and conditions set forth below. Buyer may not modify, renounce or waive any term or condition hereof or any of Seller's rights hereunder unless Seller consents in writing. Seller agrees to provide the Products to Buyer only on the terms of this Agreement (except as supplemented and/or modified by the parties Contract of Sale), notwithstanding any language in Buyer's purchase order, if one exists, or other writing or oral representation previously or hereafter received by Seller purporting to modify or replace the terms of this Agreement with any different or additional terms or reciting that provision or delivery of the Products or any other action or inaction by Seller constitutes agreement or consent by Seller to such modification or replacement. SELLER'S AGREEMENT TO PROVIDE THE PRODUCTS IS EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO ALL OF THE TERMS AND CONDITIONS SET FORTH BELOW AND, NOTWITHSTANDING BUYER'S SUBMISSION OF A PURCHASE ORDER, THE TERMS AND CONDITIONS OF SALE OF THIS AGREEMENT (AND THE DISTRIBUTOR AGREEMENT) SHALL CONTROL.
2. **Purchase Orders and Payment.** All orders must be accompanied by a signed purchase order and must be approved for credit. For orders under \$50,000 the terms are net 15 days from the date of invoice, unless agreed to otherwise in writing by both parties prior to order entry. Seller may require full or partial payment or a payment guarantee in advance of shipment whenever, in its opinion, the financial condition of the Buyer so warrants. For orders exceeding \$50,000 in sell price, terms of payment will be 40% down with order, 20% payable upon approved drawings, 20% payable upon inspection and approval of assembly prior to shipment (witness test available as an optional charge), 10% payable upon shipment, and 10% payable upon commissioning of equipment not to exceed 90 days from shipment. Note: Equipment will be shipped after receipt of 80% of the value of the order. From time to time Buyer (or its Customers) will be asked to fill out a credit application, which is subject to Seller's Credit Department's approval. Seller reserves the right to change the terms and required method of payment at any time, and to charge Buyer a 1.25% finance charge per month on any past due amounts, or the highest rate applicable by law. Buyer agrees to reimburse Seller for all costs incurred by Seller in collecting any sums owed by Buyer to Seller, including without limitation, interest and attorney's fees. Each purchase order that Buyer delivers to Seller for the purchase of Products ("Order") shall set forth the following terms as agreed upon by Seller and Buyer for such Order: the quantity, description and prices of the Products being ordered; the address for delivery of the Products; requested delivery dates; shipping instructions; and the address to which Seller's invoice shall be sent. Any other terms contained in any Order shall be objected to by Seller without need for further notice of objection, shall not be binding upon Seller and shall have no force or effect. Buyer's mutually agreed change orders shall be subject to all provisions of this Agreement, whether or not the Order or change order so states. All Orders shall be subject to Seller's acceptance. Seller shall promptly provide notice to Buyer of acceptance or rejection of Buyer's Orders.
3. **Acceptance.** Buyer shall be deemed to have accepted this Agreement on the earliest to occur of the following: (a) Seller's receipt of Buyer's Order, if Seller has previously supplied Buyer with a copy of the terms and conditions of sales set forth in this Agreement, (b) Buyer's payment of any amounts due under this Agreement; (c) Buyer's or its representative's or customer's receipt of the Products; or (d) any other event constituting acceptance under applicable law.
4. **Cancellation or Modification.** Buyer may not cancel or modify any Order except upon terms accepted by Seller in a writing signed by Seller's authorized officer. In the event of such cancellation or modification, Buyer shall compensate Seller for all resulting costs and damages, including, but not limited to, out-of-pocket expenses, lost profit, allocable overhead and all other incidental and consequential damages.
5. **Returns.** No Products may be returned to Seller for refund or credit without Seller's prior written approval and, if permitted, shall be subject to an inspection/restocking charge and/or depreciation fee when applicable, plus the costs of freight, packaging and insurance costs.
6. **Prices.** Buyer shall purchase from Seller the Products at the prices determined by Seller from time to time. Seller may at any time and in its sole discretion change the prices of Products, without notice, and the price at time of shipment applies except when specifically covered by a firm price quotation. Unless otherwise agreed in writing, all prices shall be F.O.B. Shipping Point.
7. **Taxes and Other Costs.** All charges for freight, insurance, any sales, use, excise and other federal, state and local taxes, broker fees, or required by any governmental agency incident to the sale shall be paid by Buyer in addition to the price for the Products unless otherwise agreed upon. Such charges will be added at rates in effect at time of delivery except when forbidden by law to be collected by Seller from Buyer, unless Buyer furnishes Seller an exemption certificate acceptable to taxing authorities.
8. **Delivery.** Delivery dates are approximate. Seller shall not be liable for any loss or damage due to delays in delivery or manufacture, resulting from causes beyond Seller's reasonable control, including, without limitation, an event of Force Majeure (as defined below). Partial deliveries shall be permitted. Title to Products and all risk of loss of or damage to Products shall pass to Buyer when Seller delivers the Products to the F.O.B. shipping point. Seller is not responsible for loss or damage in transit. If shipment is deferred at Buyer's (or its Customer's) request beyond the shipping date specified in the original Order, Seller reserves the right to immediately bill Buyer (or its Customer, as the case may be) for such unshipped portion, and for expenses incurred for storage, it being understood that unshipped material become Buyer's (or its Customer's, as the case may be) property and Seller's liability is that of warehouseman only.
9. **Warranties and Remedy.** Seller warrants that all new Products manufactured by Seller will be free from material defects in workmanship and material for a period of 12 months from date of delivery under normal use and service. The warranty for all components in Seller's Products and all parts and Products not manufactured by Seller is limited to the warranty specified by original manufacturer of such component, part or Product. Buyer must make claims to Seller in writing for shortages in the Products within 10 days following the date of delivery of the Products and for defects in the Products within the Warranty Time Period specified herein and, in either case, within ten days after discovery of such shortage or defect. Buyer's failure to inspect the Products and/or make a claim pursuant to this section for shortages within 10 days following the date of delivery of the Products and for defects within the specified Warranty Time Period and, in either case, within ten days after discovering such shortage or defect shall constitute Buyer's irrevocable acceptance of the Products and Buyer's acknowledgment that the Products fully comply with the terms, conditions and specifications of this Agreement.

Seller's obligation under this warranty is limited to repairing or replacing, at Seller's option, any part which upon Seller's examination proves defective. Alternatively, at Seller's option, Seller may grant Buyer a credit toward future purchases in the amount of the net price paid for any Products proved to be defective. All credits are subject to inspection and approval by Seller's authorized representatives. Such warranty satisfaction shall be available only: (a) with respect to shortages, in the 10 days following the date of delivery of the Products; and (b) with respect to defects, within the specified Warranty Time Period; provided, however, Seller is notified in writing within ten days after discovery of alleged shortage or defect and the defect has not been caused by Buyer's or its representative's or customer's misuse, neglect or alteration or by physical environment.

This warranty excludes Products and any parts, failures and damage:

- (i) to which repair or replacement becomes necessary due to normal wear and tear;
- (ii) which are exhaustible items, including but not limited to such items as filter bags and seals;
- (iii) on which repairs, alterations or adjustments have been performed or begun by Buyer or any third party without Seller's consent;
- (iv) which are not promptly reported to Seller within the warranty period above;
- (v) which are modified without Seller's written approval;
- (vi) which are due to negligence other than that of Seller;
- (vii) which are due to accident, misuse, abuse, overloading, jamming, improper installation (other than installations made by Seller), improper operation, or abnormal conditions of temperature, moisture, dirt or corrosive matter or other environmental factors; or
- (viii) which have been damaged otherwise without the fault of Seller.

Seller's obligation or liability under this warranty does not include any transportation or other charges or liability for direct, indirect, special or consequential damages or delay resulting from the improper use or application of the product or the substitution upon it of parts or accessories not approved by Seller or repair by anyone other than a Seller authorized representative. Buyer shall be responsible for all parts and service technician charges relating to work not covered by warranty. Buyer shall pay Seller for such parts and service work not under warranty within 15 days of the date of Seller's invoice. A past due charge of 1.25% per month shall apply to amounts past due.

10. LIMITATION OF LIABILITY. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL BE LIMITED TO THE MONIES PAID BY BUYER TO SELLER FOR THE DEFECTIVE PRODUCTS MANUFACTURED BY SELLER. SELLER EXTENDS NO WARRANTY, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST DEFECTS, IN PRODUCTS MANUFACTURED BY PARTIES OTHER THAN SELLER.

SELLER SHALL NOT BE LIABLE TO BUYER, OR TO ANYONE CLAIMING UNDER BUYER, FOR ANY OTHER OBLIGATIONS OR LIABILITIES, INCLUDING, BUT NOT LIMITED TO, OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT OR ANY THEORY OF STRICT LIABILITY, WITH RESPECT TO THE PRODUCTS OR SELLER'S UNDERTAKINGS, ACTS OR OMISSIONS. IN NO EVENT SHALL SELLER BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF BUYER, ITS CUSTOMERS OR USERS OF THE PRODUCTS, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS.

11. DISCLAIMER OF IMPLIED WARRANTIES. SELLER AND BUYER AGREE THAT THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. SELLER HEREBY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES. Any oral or written description of the Products is for the sole purpose of identifying the Products and shall not be construed as an express warranty.

12. ASSIGNMENT. BUYER SHALL NOT, WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER, ASSIGN ITS RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT TO ANY THIRD PARTY. SUBJECT TO THE FOREGOING, THIS AGREEMENT SHALL BIND AND INURE TO THE BENEFIT OF SELLER AND BUYER AND THEIR RESPECTIVE PERMITTED SUCCESSORS AND ASSIGNS.

13. Force Majeure. Seller shall be entitled to suspend performance of its obligations under the Agreement to the extent that such performance is impeded by circumstances beyond the reasonable control of Seller, including, but not limited to war (whether declared or not), revolution, national strikes, natural disasters, acts of government, export or import prohibitions, fire, explosions, floods, accidents, sabotage, civil unrest, riots, and breakage or loss during transportation or storage as well as subcontractors' material and part shortages and delivery delays.

14. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. Upon termination of this Agreement for any reason, Seller shall have all of the rights and remedies provided by law, including without limitation the rights of a secured party under Chapter 409, Wisconsin Statutes or any successor statute or similar statute in the jurisdiction where Buyer is located or stores the Products.

15. Miscellaneous. Seller reserves the right to correct clerical or similar errors relating to price or any other term shown in this Agreement. If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected thereby. No waiver of breach of any of the provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other provision.



City Council Action Request

Council Meeting Date:	September 5, 2023	Agenda Item Number:	6.G.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	No	Prepared By:	Leslie Valiant, City Administrator
Ordinance:	No	Presented By:	Leslie Valiant, City Administrator
Item:	Memorandum of Understanding with Rice Hospital		

RECOMMENDED ACTION:

Approve the memorandum of understanding between the City of Willmar and Rice Memorial Hospital.

OVERVIEW:

The MOU between the city of Willmar and Rice Hospital periodically needs to be updated. Rice Hospital provides health care services for the Medicare and Medicaid population in addition to supporting programs that benefit the indigent, uninsured and underinsured population in the region in and adjacent to Willmar. Rice Hospital participates in the drug discount program established under Section 340B of the Public Health Service Act.

BUDGETARY/FISCAL ISSUES:

N/A

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Contract CentraCare- City of Willmar 2023

**MEMORANDUM OF
UNDERSTANDING BETWEEN
Willmar, MN
AND
Rice Memorial Hospital**

THIS MEMORANDUM OF UNDERSTANDING is made this day of September, 2023, by and between the undersigned representatives of Willmar, MN("MNCITY"), and Rice Memorial Hospital ("MNHOSP"), located at 301 Becker Ave SW, Willmar MN 56201, an operating division of CentraCare, a Minnesota non-profit corporation.

RECITALS:

WHEREAS, MNHOSP is a Minnesota Sole Community, not-for-profit hospital which provides health care services to the Medicare and Medicaid population in addition to supporting programs that benefit the indigent, uninsured or underinsured population in the region in and adjacent to Willmar, Minnesota;

WHEREAS, MNHOSP desires to participate in the drug discount program established under Section 340B of the Public Health Service Act (the "340B Program");

WHEREAS, in order to participate in the 340B Program, MNHOSP must enter into an agreement with a unit of local government pursuant to which MNHOSP commits to provide healthcare services to low income individuals who are not entitled to Medicare or Medicaid benefits;

WHEREAS, MNHOSP desires to make such a formal commitment to the MNCITY; and

WHEREAS, the MN CITY agrees to accept such commitments on behalf of the citizens of Willmar, Minnesota.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted, under seal, by and between the parties to this Agreement. as follows:

I. Commitment of MNHOSP to Provide Indigent Care.

During the term of this MOU, MNHOSP agrees to continue its historical commitment to the provision of healthcare to indigent, uninsured and underinsured residents of Willmar, Minnesota and the surrounding communities. MNHOSP provides health care services and programs which are needed to meet the health care needs of a community, but which do not

generate revenue. For example, MNHOSP provides support or 24-hour emergency rooms. A variety of education programs, and hosting nursing, medical and other students. MNHOSP will continue to provide this care, and will ensure that all patients will receive necessary care, as required by law, in the Emergency Department, regardless of ability to pay.

2. **Acceptance and Acknowledgments of the MNCITY.**

- (a) The MNCITY accepts the commitment or MNHOSP set forth above;
- (b) The MNCITY hereby acknowledges that the healthcare services provided by MNHOSP hereunder are in the public interest and are being provided to individuals who are not entitled to benefits under Title VIII or eligible for assistance under any State plan pursuant to Title XIX of the Social Security Act; and
- (c) The MNCITY acknowledges that MNHOSP is providing a significant volume of free and discounted health care services to indigent, uninsured, and underinsured patients.

4. **Term and Termination.**

The term of this MOU shall commence on the date first above written and shall continue until terminated by either party upon not less than sixty (60) days prior written notice to the other.

5. **Notice.**

All notices required or permitted to be given under this MOU shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, addressed as follows:

Sent to the MNHOSP:
Michael Schramm, President
Rice Memorial Hospital
301 Becker Ave SW
Willmar.. MN 56201

Sent to MNCITY:
Doug Reese, Mayor
City of Willmar
333 6th Street SW
Willmar, MN 56201

7. **Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the State of Minnesota (excepting any conflict or laws provisions which would serve to defeat application of Minnesota substantive law).

IN WITNESS WHEREOF, Minnesota Health System and the Minnesota City have executed this Agreement as of the day and year first written above by their duly authorized representatives.

WITNESS:

Rice Memorial Hospital

By: _____

Name:

Title:

WITNESS:

Willmar, MN

By: _____

Name:

Title:



City Council Action Request

Council Meeting Date:	September 5, 2023	Agenda Item Number:	10.A.
Agenda Section:	Public Hearing:	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 the 2nd Ave SE Easement Vacation		

RECOMMENDED ACTION:

Approve Vacation Easement

OVERVIEW:

- Ross Marcus is requesting the vacation of an easement that is located on parcels 95-182-2250 and 95-498-0010 per the Willmar City Charter requirements of section 9.01 subdivision 4.A., which requires a petition letter to be submitted for review.
- Attached is a preliminary plat for the Hendrickx Addition. It is a re-plat for the two parcels owned solely by Marcus Real Estate Investments. Parcels included are 95-182-2250 and 95-498-0010.
- Due to the acquisition of parcel 95-182-2250 earlier in the year of 2023, it is now the desire to vacate the easements as shown on the preliminary plat and rededicate easements on the east side of 20th Street SE.
- The Planning Commission has approved this vacation.

BUDGETARY/FISCAL ISSUES:

None

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Vacation Visual
2. Resolution approving Hendrix Addition easements vacation



STACY'S NURSERY INC

95-498-0020

95-141-0010
DAHLBERG

95-498-0010

MARCUS REAL ESTATE & INVESTMENT

95-141-0010

FLADEBOE/STACY

95-1970

95-182-2250

20th St SE

95-1990

95-182-2370

Hwy 12 E

12

RESOLUTION NO. _____

VACATING DRAINAGE, UTILITY AND OTHER EASEMENTS

Motion By: _____ Second By: _____

WHEREAS, on July 19th, 2023, the City received a petition by Duininck Development, Inc. ("Petitioner") for the vacation of certain drainage, utility and other easements more particularly described below, pursuant to the requirements of Subdivision 4.A of the Willmar City Charter; and

WHEREAS, Petitioner is the sole fee owner of the following described real property situated in the City of Willmar, Kandiyohi County, Minnesota, to wit:

Lots 1, Block 1, Hendrickx Addition, Kandiyohi County, Minnesota (the "Property"); and

WHEREAS, Petitioner seeks in its petition the vacation of drainage, utility and other easements situated in the City of Willmar, Kandiyohi County, Minnesota more particularly described as:

That part of lots 5 and 6, Block 14 of ERICKSON'S SECOND ADDITION as of public record, Kandiyohi County, Minnesota and that part of Lot 1, Block 1, MARCUS HIGHWAY 12 DEVELOPMENT as of public record, Kandiyohi County, Minnesota, described as follows: Beginning at the Southwest corner of Lot 1, Block 1 of said MARCUS HIGHWAY 12 DEVELOPMENT; thence on a bearing of N 00°10'43" E along the West line of said lot 1, Block 1. and along the West line of said Block 14 of ERICKSON'S SECOND ADDITION, 262.89 feet to the Northwest corner of said Block 14: thence on a bearing of S 89°33'59" E along the North line of said Block 14 and its easterly extension, 156.14 feet thence on bearing of S 00°00'00" E 264.57 feet to the South line of said Lot 1, Block 1, MARCUS HIGHWAY 12 DEVELOPMENT; thence on a bearing of N 88°25'36" W along last said line, 12.07 feet thence westerly, 144.92 feet along last said line, along a curve, concave to the south, having a radius of 4680.29 feet, a delta angle of 1°46'27", and a chord bearing and distance of S 88°59'54" E, 144.92 feet to the point of beginning.

(the "Easements"); and

The part of the 10.00 foot drainage and utility easement across Lot 1, Block 1 as: dedicated on MARCUS HIGHWAY 12 DEVELOPMENT as of public record, Kandiyohi County, Minnesota, lying adjacent to the South line of Lot 5, Block 14, ERICKSON'S SECOND ADDITION as of public record, Kandiyohi County Minnesota and lying adjacent to the west line of the East 50.00 feet of Lots 5 and 6 of Block 14 of said ERICKSON'S SECOND ADDITION.

EXCEPT the westerly 10.00 feet thereof.

WHEREAS, a public hearing on the proposed vacation of the Easements was ordered by Willmar City Council in its Resolution No. 2023-140, dated August 21, 2023, and thereafter conducted by the Willmar City Council on September 5th, 2023, pursuant to Subdivision 6 of Section 9.01 of the Willmar City Charter; and

WHEREAS, mailed notice of the public hearing on the proposed vacation was sent to all record owners of real property located within 600 feet of the Property on August 22, 2023, as evidenced by the Affidavit of Mailing attached hereto as Exhibit A, and notice of the public hearing on the proposed vacation was published in the City's official newspaper on August 26th, 2023 and September 2nd, 2023, as evidenced by the Affidavit of Publication attached hereto as Exhibit B, both in satisfaction of the requirements of Subdivision 6 of Section 9.01 of the Willmar City Charter; and

WHEREAS, the City Council of Willmar finds that it is in the best interest of the City of Willmar to vacate said Easements, subject to the terms and conditions of vacation set forth herein.

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

1. The above-described drainage, utility and other Easements situated in the City of Willmar, Kandiyohi County, Minnesota are hereby vacated, subject to the condition set forth in Paragraph 2 below.
2. The vacation of the Easements pursuant to Paragraph 1 shall be conditioned on the Petitioner (or Petitioner's successor in interest with respect to the Property) first recording a City-approved replat of the Property with new drainage, utility and other easements satisfactory to the City Engineer and Willmar Municipal Utilities shown and dedicated to the City thereon.
3. Nothing herein shall be construed as the City Council approving the vacation of any portion of the public rights-of-way identified as 24th Avenue SE or 5th Street SE the Water View Business Park plat.
4. A certified copy of this Resolution shall be provided to the Petitioner on or after the 5th day of September, 2023, provided no appeals of this Resolution are first filed with the City Clerk pursuant to Subdivision 7 of Section 9.01 of the Willmar City Charter, and thereafter filed with the Kandiyohi County Recorder upon the satisfaction of all conditions set forth herein.

Dated this 5th day of September 5, 2023.

MAYOR

Attest:

CITY CLERK

EXHIBIT A
AFFIDAVIT OF MAILING

EXHIBIT B
AFFIDAVIT OF PUBLICATION



City Council Action Request

Council Meeting Date:	September 5, 2023	Agenda Item Number:	10.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:	Consider an Ordinance Amending the General Business District		

RECOMMENDED ACTION:

1. Adopt an Ordinance Amending the General Business District and assign it a number.
2. Publish the Ordinance by Summary.

OVERVIEW:

The Planning Commission and staff have been working on amendments to the texts, uses, lot dimensions, and other aspects of the district. This accompanies the larger effort to clean up the General Business district and separate it into multiple districts that align more with their existing character and trajectories. The General Business District will reflect a neighborhood commercial scale with a narrower scope of uses than the other general business districts.

BUDGETARY/FISCAL ISSUES:

None

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Zoning GB final
2. Summary publication of GB district amendment

ORDINANCE NO.
AN ORDINANCE AMENDING NO. 1060
KNOWN AS THE WILLMAR ZONING ORDINANCE
BY AMENDING SECTION 6 RELATING
TO ZONING DISTRICTS AND DISTRICT REGULATIONS

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

SECTION 6. Ordinance 1060 is hereby amended by changing the SECTION 6.I so as to read as follows:

I. GB. GENERAL BUSINESS DISTRICT

1. Permitted Uses. Only the following uses shall be permitted outright:
 - a. Alterations/tailor shops.
 - b. Appliance sales and service.
 - c. Art and photo studios, including sale of prints and photographic and supplies.
 - d. Athletic/recreation facilities.
 - ~~e. Automobile/light truck sales and service.~~
 - ~~f. Automobile/truck parts and supplies sales.~~
 - g. Bait and tackle stores.
 - h. Bakeries.
 - i. Banks/financial institutions.
 - j. Bicycle sales and service.
 - k. Broadcasting studios.
 - l. Carpet/floor covering stores.
 - m. Churches.
 - ~~n. Clothing stores.~~
 - o. Commercial day nurseries or schools.
 - ~~p. Computer/electronic equipment sales and service.~~
 - q. Drug stores/pharmacies.
 - r. Dry cleaners.
 - s. Employment agencies.
 - ~~t. Fabric stores.~~
 - ~~u. Farm supplies sales.~~
 - v. Flower shops.
 - w. Funeral homes/crematoriums.
 - x. Furniture stores.
 - y. Glass sales/service.
 - z. Hair care (barbers, beauty shops, salons, etc.)
 - aa. Hardware stores.
 - bb. Laundromats.
 - cc. Liquor sales, on and off.
 - dd. Medical/dental clinics.
 - ~~ee. Motorcycle/snowmobile/boat sales and service.~~

- ff. Museums.
- ~~gg. Music stores.~~
- ~~hh. Office supplies stores.~~
- ii. Offices, business and professional.
- ~~jj. Parking.~~
- ~~kk. Pet stores.~~
- 11. Photo processing business.
- ~~mm. Photostudios, including the sale of photographic supplies.~~
- nn. Printing shops.
- oo. Schools and colleges.
- ~~pp. Shoe stores.~~
- ~~qq. Small engines sales and service.~~
- ~~rr. Sporting goods stores.~~
- ss. Tanning parlors.
- tt. Theaters.
- ~~uu. Tire sales and service.~~
- ~~vv. Toy stores.~~
- ww. Veterinary clinics.
- ~~xx. Video stores.~~
- ~~yy. Welding supply stores.~~
- zz. Essential services and public uses.
- aaa. Tattoo Parlors
- ~~aaa. Brew Pubs~~
- bbb. General Retail Stores

2. Permitted Uses With Plan Review. The following uses are permitted provided plans are submitted to and approved by the Zoning Administrator and the Planning Commission, subject to such conditions as they may attach thereto:

- a. Armories, convention halls, auditoriums.
- ~~b. Building contractor shops.~~
- ~~c. Bus terminals.~~
- d. Businesses with drive-up facilities (If use permitted).
- e. Car washes.
- ~~f. Department stores.~~
- g. Discount stores.
- ~~h. Electrical contractors shops.~~
- ~~i. Fertilizer sales.~~
- j. Fraternal/service clubs.
- k. Hotels/motels.
- ~~l. Livestock feed sales.~~
- ~~m. Lumber yards (including misc. building materials).~~
- ~~n. Mini storage businesses.~~
- o. Multi-business buildings and complexes (if uses permitted).
- p. **Housing Multiple-family dwelling** units as a secondary use in a business structure.

- ~~q. Nurseries, greenhouses.~~
- ~~r. Plastering/drywall contractors shops.~~
- ~~s. Plumbing / heating / air conditioning / refrigeration / ventilation contractors shops.~~
- t. Restaurants (including ~~nightclubs and~~ fastfoods).
- ~~u. Roofing contractors shops.~~
- v. Seasonal businesses.
- ~~w. Sheet metal contractors shops.~~
- ~~x. Sign contractors shops.~~
- y. Structures exceeding forty-five (45) feet in height (if use permitted).
- z. Supermarkets/grocery stores (including convenience stores without gas sales).
- ~~aa. Truck sales and service.~~
- ~~bb. Water conditioning contractors shops, including bottling and sales (Ordinance 1156/2002).~~
- ~~cc. Welding shops.~~
- dd. Brew Pubs and Taprooms

3. Conditional Uses. The following uses are permitted upon the granting of a conditional use permit by the Planning Commission, subject to such conditions as they may attach there to::

- a. Adult entertainment uses, as regulated in Section 3.Q.
- ~~b. Flammable gas/liquid sales and storage (including gas stations and convenience stores with gas sales).~~
- c. Planned unit developments.
- ~~d. Recycling transfer stations.~~
- ~~e. Brew Pubs and Taprooms~~
- f. Multi-family dwelling structures
- g. Restaurants including Bars and Night Clubs
- h. Single-family dwelling (Single-family dwellings are not permitted on 1st Street or Hwy)
- i. Uses not listed on Section 6.I.1, 2 or 3 may be permitted according to Zoning Department approval and granting of a conditional use permit by the Planning Commission.

4. Permitted Accessory Uses. The following accessory structures or uses of land shall be permitted:

- a. Detached storage or accessory buildings.

5. Lot Area, Width, and Setback Requirements. The following standards shall be the minimum requirements for development in the "GB" District:

a. Lot Area (square feet)	15,000 10,000
b. Lot Width	100 50

(feet)	
c. Setbacks (feet)	
Front (r/w)	25 5*
Rear	10
Side, interior	10
Side, street (r/w)	25*
* All front or street setbacks along state/federal highways shall be a minimum of fifty (50) feet except for T.H.12 between 11 th Street Southwest and Lakeland Drive.	

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

This Ordinance introduced by Council Member: _____

This Ordinance introduced on: _____

This Ordinance published on: _____

This Ordinance given a hearing on: _____

This Ordinance adopted on: _____

This Ordinance published

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.I,
AMENDING THE GENERAL BUSINESS (GB) DISTRICT**

Summary: Ordinance No. ____ amends the City's Zoning Ordinance by amending the General Business (GB) 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:	September 5, 2023	Agenda Item Number:	10.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:	Consider an Ordinance to Create the General Business 3 District		

RECOMMENDED ACTION:

1. Adopt an Ordinance Creating General Business 3 District and assign it a number.
2. Publish the Ordinance by Summary

OVERVIEW:

The Planning Commission and staff have been working on amendments to the texts, uses, lot dimensions, and other aspects of the district. This accompanies the larger effort to clean up the General Business district and separate it into multiple districts that align more with their existing character and trajectories. The General Business District will reflect a neighborhood commercial scale with a narrower scope of uses than the other general business districts.

BUDGETARY/FISCAL ISSUES:

None

ALTERNATIVES TO CONSIDER:

None

ATTACHMENTS:

1. Zoning GB-3 final
2. Summary publication of GB 3 district creation amendment

ORDINANCE NO.
AN ORDINANCE AMENDING NO. 1060
KNOWN AS THE WILLMAR ZONING ORDINANCE
BY AMENDING SECTION 6 RELATING
TO ZONING DISTRICTS AND DISTRICT REGULATIONS

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

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

T. GB-3. GENERAL BUSINESS DISTRICT 3

1. Permitted Uses. Only the following uses shall be permitted outright:
 - a. Alterations/tailor shops.
 - b. Appliance sales and service.
 - c. Art and photo studios, including sale of prints and photographic supplies and processing.
 - d. Athletic/recreation facilities.
 - e. Automobile/light truck sales and service.
 - f. Automobile/truck parts and supplies sales.
 - g. Bait and tackle stores.
 - h. Bakeries.
 - i. Banks/financial institutions.
 - j. Bicycle sales and service.
 - k. Broadcasting studios.
 - l. Carpet/floor covering stores.
 - m. Churches.
 - n. Commercial day nurseries or schools.
 - o. Drug stores/pharmacies.
 - p. Dry cleaners.
 - q. Employment agencies.
 - r. Farm supplies sales.
 - s. Flower shops.
 - t. Funeral homes/crematoriums.
 - u. Furniture stores.
 - v. Glass sales/service.
 - w. Hair care (barbers, beauty shops, salons, etc.)
 - x. Hardware stores.
 - y. Laundromats.
 - z. Liquor sales, on and off.

- aa. Medical/dental clinics.
- bb. Motorcycle/snowmobile/boat sales and service.
- cc. Museums.
- dd. Offices, business and professional.
- ee. Parking.
- ff. Printing shops.
- gg. Schools and colleges.
- hh. Small engines sales and service.
- ii. Tanning parlors.
- jj. Theaters.
- kk. Tire sales and service.
- ll. Veterinary clinics.
- mm. Welding supply stores.
- nn. Essential services and public uses.
- oo. Tattoo Parlors

2. Permitted Uses With Plan Review. The following uses are permitted provided plans are submitted to and approved by the Zoning Administrator and the Planning Commission, subject to such conditions as they may attach thereto:

- a. Armories, convention halls, auditoriums.
- b. Automobile/light truck repair.
- c. Automobile/truck repair.
- d. Bus terminals.
- e. Businesses with drive-up facilities (if use permitted).
- f. Car washes.
- g. Department stores.
- h. Discount stores.
- i. Fertilizer sales.
- j. Fraternal / service clubs.
- k. General contractor shops
- l. Greenhouses and nurseries
- m. Hotels/motels.
- n. Housing units as a secondary use in a business structure.
- o. Livestock feed sales.
- p. Lumber yards (including misc. building materials).
- q. Mini-storage businesses.
- r. Multi-business buildings and complexes (if uses permitted).
- s. Nurseries, greenhouses.

- t. Printing Shops
 - u. Restaurants and fast foods.
 - v. Seasonal businesses.
 - w. Small manufacturing businesses
 - x. Structures exceeding forty-five (45) feet height (if use permitted).
 - y. Supermarkets/grocery stores (including convenience stores w/o gas sales).
 - z. Truck sales and service.
 - aa. Welding shops.
 - bb. Wholesale services
3. Conditional Uses. The following uses are permitted upon the granting of a conditional use permit by the Planning Commission, subject to such conditions as they may attach there to::
- a. Adult entertainment uses, as regulated in Section 3.Q.
 - b. Brewer taprooms, pubs, bars and night clubs.
 - c. Flammable gas/liquid sales and storage (including gas stations and convenience stores with gas sales).
 - d. Multi-family dwelling structures
 - e. Planned unit developments.
 - f. Recycling transfer stations.
 - g. Storage facilities
 - h. Uses not listed on Section 6.T.1, 2 or 3 may be permitted according to Zoning Department approval and granting of a conditional use permit by the Planning Commission.
4. Permitted Accessory Uses. The following accessory structures or uses of land shall be permitted:
- a. Detached storage or accessory buildings.
5. Lot Area, Width, and Setback Requirements. The following standards shall be the minimum requirements for development in the “GB-3” District:

a. Lot Area (Square feet)	25.000
b. Lot Width (feet)	100

c. Setbacks (feet)	
Front (r/w)	25*
Rear	10
Side, interior	10
Side, street (r/w)	25*
* All front or street setbacks along state/federal highways shall be a minimum of fifty (50) feet except for T.H.12 between 11th Street Southwest and Lakeland Drive.	

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

This Ordinance introduced by Council Member: _____

This Ordinance introduced on: _____

This Ordinance published on: _____

This Ordinance given a hearing on: _____

This Ordinance adopted on: _____

This Ordinance published

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.T,
CREATING A NEW GENERAL BUSINESS 3(GB 3) DISTRICT**

Summary: Ordinance No. ____ amends the City's Zoning Ordinance by creating a new General Business 3 (GB 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 of Willmar

City Council Action Request

Council Meeting Date:	September 5, 2023	Agenda Item Number:	11.A.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	No	Prepared By:	Leslie Valiant, City Administrator
Ordinance:	No	Presented By:	Leslie Valiant, City Administrator
Item:	2023 Legislative Update - Coalition of Greater MN Cities		

RECOMMENDED ACTION:

OVERVIEW:

Legislative update from Bradley Peterson, Executive Director for the Coalition of Greater MN Cities

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

None



City Council Action Request

Council Meeting Date:	September 5, 2023	Agenda Item Number:	11.B.
Agenda Section:	Regular Business	Originating Department:	Public Works
Resolution:	Yes	Prepared By:	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	Presented By:	Jared Voge
Item:	Accept Project Final: Epitopix IBDPI		

RECOMMENDED ACTION:

Approving Change Order No. 2 of the Epitopix IBDPI project in the deduct amount of -\$15.90 and adopt the resolution accepting the Epitopix IBDPI project and authorizing final payment to Landwehr Construction, Inc. in the amount of \$90,264.30.

OVERVIEW:

The Epitopix Sanitary Sewer and Watermain Project was awarded to Landwehr Construction, Inc. on June 20, 2022. The project stemmed from the request of Epitopix to extend the City's municipal utilities to serve their property, which was previously located in Willmar Township before annexation. These services will allow significant expansion of their veterinary vaccine production facility on 45th Street. The City was awarded a grant by the Innovative Business Development Public Infrastructure (IBDPI) of \$1,300,000 for the extension of the sanitary sewer. The remainder will be paid from Epitopix, Wastewater funds and ARAP funding.

Change Order No. 2 resulted from the reconciliation of quantities.

Final quantities have been reviewed by staff and final payment to the contractor is recommended.

BUDGETARY/FISCAL ISSUES:

The final payment is within the project budget.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. RESOLUTION- ACCEPT PROJECT FINAL EPITOPIX PROJECT
2. Epitopix Final Pay App & Change Order No. 2
3. 2023-09-01 Projected Final City Financing Epitopix

Resolution No.

A RESOLUTION ACCEPTING THE EPITOPIX IBDPI PROJECT AND AUTHORIZING FINAL PAYMENT.

Motion By:_____ Second By:_____

IMPROVEMENT: Epitopix IBDPI Sanitary Sewer & Watermain Project

CONTRACTOR:	Landwehr Construction, Inc.
DATE OF CONTRACT:	June 6, 2022
BEGIN WORK:	July 5, 2022
COMPLETE WORK:	August 7, 2023
APPROVE, ENGINEERING DEPT:	August 23, 2023

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

1. The said City of Willmar Epitopix IBDPI Sanitary Sewer & Watermain Project be herewith approved and accepted by the City of Willmar.
2. Change Order No. 2 be approved in the deduct amount of \$15.90.
3. The following summary and final payment be approved:

ORIGINAL CONTRACT AMOUNT:	\$1,363,425.20
CHANGE ORDER NO. 1	\$126,274.38
CHANGE ORDER NO. 2	-\$15.90
FINAL NET CONTRACT AMOUNT, PROPOSED:	\$1,489,683.68
ACTUAL FINAL CONTRACT AMOUNT AS CONSTRUCTED:	\$1,489,683.68
Less Previous Payments	\$1,399,419.38
FINAL PAYMENT DUE CONTRACTOR:	\$90,264.30

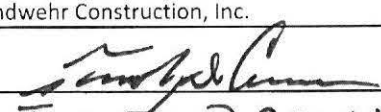
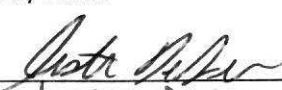
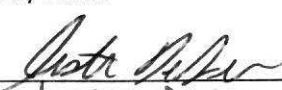
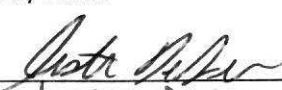
Dated this 5th day of September, 2023

Mayor

Attest:

City Clerk

Contractor's Application for Payment

Owner: <u>City of Willmar</u> Engineer: <u>Bolton & Menk, Inc.</u> Contractor: <u>Landwehr Construction, Inc.</u> Project: <u>Willmar - Eptopix IBDPI Project</u> Contract: <u>Willmar - Eptopix IBDPI Project</u>	Owner's Project No.: <u>IBDP-19-0004-O-FY20</u> Engineer's Project No.: <u>OW1.123963</u> Agency's Project No.: _____																																				
Application No.: <u>5</u> Application Date: <u>7/13/2023</u> Application Period: From <u>5/4/2023</u> to <u>6/30/2023</u>																																					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">1. Original Contract Price</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 30%; text-align: right;">1,363,425.20</td> </tr> <tr> <td>2. Net change by Change Orders</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">126,258.48</td> </tr> <tr> <td>3. Current Contract Price (Line 1 + Line 2)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">1,489,683.68</td> </tr> <tr> <td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">1,489,683.68</td> </tr> <tr> <td colspan="3">5. Retainage</td> </tr> <tr> <td style="padding-left: 20px;">a. _____ X \$ 1,489,683.68 Work Completed</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td style="padding-left: 20px;">b. _____ X \$ - Stored Materials</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td style="padding-left: 20px;">c. Total Retainage (Line 5.a + Line 5.b)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>6. Amount eligible to date (Line 4 - Line 5.c)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">1,489,683.68</td> </tr> <tr> <td>7. Less previous payments</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">1,399,419.38</td> </tr> <tr> <td>8. Amount due this application</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">90,264.30</td> </tr> <tr> <td>9. Balance to finish, including retainage (Line 3 - Line 4)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>		1. Original Contract Price	\$	1,363,425.20	2. Net change by Change Orders	\$	126,258.48	3. Current Contract Price (Line 1 + Line 2)	\$	1,489,683.68	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	1,489,683.68	5. Retainage			a. _____ X \$ 1,489,683.68 Work Completed	\$	-	b. _____ X \$ - Stored Materials	\$	-	c. Total Retainage (Line 5.a + Line 5.b)	\$	-	6. Amount eligible to date (Line 4 - Line 5.c)	\$	1,489,683.68	7. Less previous payments	\$	1,399,419.38	8. Amount due this application	\$	90,264.30	9. Balance to finish, including retainage (Line 3 - Line 4)	\$	-
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Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.																																					
Contractor: <u>Landwehr Construction, Inc.</u>																																					
Signature: <u></u> Name: <u>TIMOTHY D. CRENNEN</u>	Date: <u>8/3/23</u> Title: <u>V.P.</u>																																				
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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:		City of Willmar								Owner's Project No.: IBDP-19-0004-O-FY20			
Engineer:		Bolton & Menk, Inc.								Engineer's Project No.: 0W1.123963			
Contractor:		Landwehr Construction, Inc.								Agency's Project No.:			
Project:		Willmar - Epitopix IBDPI Project											
Contract:		Willmar - Epitopix IBDPI Project											
Application No.:		S		Application Period:		From 05/04/23 to 06/30/23		Application Date: 07/13/23					
A	B	C	D	E	F	F1	F2	G	H	I	J	K	L
Bid Item No.	Description	Item Quantity	Contract Information			Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (I / F) (%)	Balance to Finish (F - I) (\$)
			Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract													
A.1	MOBILIZATION	1.00	LUMP SUM	88,000.00	88,000.00	0.95	83,600.00	1.00	88,000.00		88,000.00	100%	-
A.2	REMOVE CURB AND GUTTER	40.00	LIN FT	12.00	480.00	40.00	480.00	40.00	480.00		480.00	100%	-
A.3	SALVAGE SIGN	2.00	EACH	170.00	340.00	2.00	340.00	3.00	510.00		510.00	150%	(170.00)
A.4	SALVAGE DRAINAGE STRUCTURE	1.00	EACH	390.00	390.00	1.00	390.00	1.00	390.00		390.00	100%	-
A.5	SALVAGE CONCRETE PIPE CULVERT	52.00	LIN FT	14.00	728.00	12.00	168.00	12.00	168.00		168.00	23%	560.00
A.6	BITUMINOUS PATCH SPECIAL (DRIVEWAY)	376.00	SQ YD	71.00	26,696.00	391.50	27,796.50	391.50	27,796.50		27,796.50	104%	(1,100.50)
A.7	BITUMINOUS PATCH SPECIAL (PATCH A)	600.00	SQ YD	97.00	58,200.00	202.00	19,594.00	202.00	19,594.00		19,594.00	34%	38,606.00
A.8	INSTALL SIGN	2.00	EACH	970.00	1,940.00	3.00	2,910.00	3.00	2,910.00		2,910.00	150%	(970.00)
A.9	INSTALL DRAINAGE STRUCTURE	1.00	EACH	1,100.00	1,100.00	1.00	1,100.00	1.00	1,100.00		1,100.00	100%	-
A.10	INSTALL RC PIPE	52.00	LIN FT	29.00	1,508.00	12.00	348.00	12.00	348.00		348.00	23%	1,160.00
A.11	SANITARY UTILITY MARKER	16.00	EACH	200.00	3,200.00	16.00	3,200.00	16.00	3,200.00		3,200.00	100%	-
A.12	CONNECT TO EXISTING STORM PIPE	2.00	EACH	435.00	870.00	1.00	435.00	1.00	435.00		435.00	50%	435.00
A.13	CONNECT TO EXISTING STORM STRUCTURE	1.00	EACH	1,460.00	1,460.00	1.00	1,460.00	1.00	1,460.00		1,460.00	100%	-
A.14	CONCRETE CURB & GUTTER DESIGN B624	40.00	LIN FT	60.00	2,400.00	21.00	1,260.00	21.00	1,260.00		1,260.00	53%	1,140.00
A.15	CONNECT TO EXISTING SANITARY SEWER	2.00	EACH	2,700.00	4,400.00	2.00	4,400.00	2.00	4,400.00		4,400.00	100%	-
A.16	INLINE FLUSHING CONNECTION	1.00	EACH	4,200.00	4,200.00	1.00	4,200.00	1.00	4,200.00		4,200.00	100%	-
A.17	2" FORCEMAIN (TRENCHLESS COSTRUCTION)	1,993.00	LIN FT	22.25	44,344.25	1,490.00	33,152.50	1,490.00	33,152.50		33,152.50	75%	11,191.75
A.18	2" FORCEMAIN (OPEN CUT)	258.00	LIN FT	15.00	3,870.00	802.00	12,030.00	802.00	12,030.00		12,030.00	311%	(8,160.00)
A.19	10" PVC PIPE SEWER	4,828.00	LIN FT	56.50	272,782.00	4,841.00	273,516.50	4,841.00	273,516.50		273,516.50	100%	(734.50)
A.20	24" PVC PIPE SEWER (SDR 26)	20.00	LIN FT	330.00	6,600.00	14.00	4,620.00	14.00	4,620.00		4,620.00	70%	1,980.00
A.21	24" CASING PIPE (JACKED)	220.00	LIN FT	545.00	119,900.00	220.00	119,900.00	220.00	119,900.00		119,900.00	100%	-
A.22	4" POLYSTYRENE INSULATION	25.00	SQ YD	60.00	1,500.00	-	-	-	-		-	100%	1,500.00
A.23	CONSTRUCT SANITARY MANHOLE, DES 4007C	173.30	LIN FT	575.00	99,647.50	173.30	99,647.50	173.30	99,647.50		99,647.50	100%	-
A.24	CASTING ASSEMBLY	16.00	EACH	950.00	15,200.00	14.00	13,300.00	14.00	13,300.00		13,300.00	88%	1,900.00
A.25	ADJUST FRAME & RING CASTING	16.00	EACH	300.00	4,800.00	-	-	-	-		-	100%	4,800.00
A.26	AIR & VACUUM RELIEF MANHOLE	1.00	EACH	7,472.00	7,472.00	1.00	7,472.00	1.00	7,472.00		7,472.00	100%	-
A.27	TRAFFIC CONTROL	1.00	LUMP SUM	5,600.00	5,600.00	0.40	2,240.00	1.00	5,600.00		5,600.00	100%	-
A.28	SILT FENCE TYPE MACHINE SLICED	2,250.00	LIN FT	2.25	5,062.50	2,250.00	5,062.50	2,250.00	5,062.50		5,062.50	100%	-
A.29	SEDIMENT CONTROL LOG, TYPE COMPOST	420.00	LIN FT	4.50	1,890.00	50.00	225.00	50.00	225.00		225.00	12%	1,665.00
A.30	STORM DRAIN INLET PROTECTION	8.00	EACH	225.00	1,800.00	5.00	1,125.00	5.00	1,125.00		1,125.00	63%	675.00
A.31	SALVAGE AND PLACE TOPSOIL	1.00	LUMP SUM	20,000.00	20,000.00	1.00	20,000.00	1.00	20,000.00		20,000.00	100%	-
A.32	EROSION CONTROL BLANKET CATEGORY 20	1,272.00	SQ YD	2.00	2,544.00	1,494.00	2,988.00	2,600.00	5,200.00		5,200.00	204%	(2,656.00)
A.33	DISC ANCHORING, TYPE 3 MULCH	4.00	ACRE	365.00	1,460.00	1.95	711.75	3.30	1,204.50		1,204.50	83%	255.50
A.34	SEEDING	4.00	ACRE	455.00	1,820.00	1.95	887.25	3.30	1,501.50		1,501.50	83%	318.50
A.35	SEED MIXTURE 35-241	147.00	POUND	12.00	1,764.00	71.20	854.40	118.20	1,418.40		1,418.40	80%	345.60
A.36	FERTILIZER TYPE 3	802.00	POUND	3.40	2,726.80	390.00	1,326.00	655.00	2,227.00		2,227.00	82%	499.80
B.1	MOBILIZATION	1.00	LUMP SUM	19,000.00	19,000.00	0.95	18,050.00	1.00	19,000.00		19,000.00	100%	-
B.2	SALVAGE SIGN	1.00	EACH	170.00	170.00	1.00	170.00	2.00	340.00		340.00	200%	(170.00)
B.3	CLEARING AND GRUBBING	87.00	SQ YD	25.00	2,175.00	-	-	-	-		-	-	2,175.00
B.4	REMOVE METAL APRON	2.00	EACH	130.00	260.00	2.00	260.00	2.00	260.00		260.00	100%	-
B.5	REMOVE METAL CULVERT	48.00	LIN FT	15.00	720.00	48.00	720.00	48.00	720.00		720.00	100%	-
B.6	BITUMINOUS PATCH SPECIAL (DRIVEWAY)	34.00	SQ YD	118.00	4,012.00	74.50	8,791.00	74.50	8,791.00		8,791.00	219%	(4,779.00)
B.7	BITUMINOUS PATCH SPECIAL (PATCH A)	106.00	SQ YD	112.00	11,872.00	88.00	9,856.00	88.00	9,856.00		9,856.00	83%	2,016.00
B.8	BITUMINOUS PATCH SPECIAL (PATCH B)	352.00	SQ YD	92.00	32,384.00	573.00	52,716.00	573.00	52,716.00		52,716.00	163%	(20,332.00)
B.9	INSTALL SIGN	1.00	EACH	970.00	970.00	-	-	2.00	1,940.00		1,940.00	100%	(970.00)
B.10	15" PIPE APRON	2.00	EACH	475.00	950.00	2.00	950.00	2.00	950.00		950.00	100%	-
B.11	15" PIPE CULVERT	48.00	LIN FT	55.00	2,640.00	48.00	2,640.00	48.00	2,640.00		2,640.00	100%	-
B.12	CONNECT TO EXISTING WATERMAIN	1.00	EACH	1,566.00	1,566.00	1.00	1,566.00	1.00	1,566.00		1,566.00	100%	-
B.13	HYDRANT (8' BURY)	3.00	EACH	6,135.00	18,405.00	3.00	18,405.00	3.00	18,405.00		18,405.00	100%	-

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Willmar								Owner's Project No.:		IBDP-19-0004-O-FY20																
Engineer:	Bolton & Menk, Inc.								Engineer's Project No.:		0W1.123963																
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A		B		C		D		E		F		F1		F2		G		H		I		J		K		L	
Bid Item No.		Description		Item Quantity		Units		Unit Price (\$)		Value of Bid Item (C X E) (\$)		Quantity Previous Estimate		Value Previous Estimate		Estimated Quantity Incorporated in the Work		Value of Work Completed to Date (E X G) (\$)		Materials Currently Stored (not in G) (\$)		Work Completed and Materials Stored to Date (H + I) (\$)		% of Value of Item (J / F) (%)		Balance to Finish (F - J) (\$)	
B.14		2" WATER SERVICE		107.00		LIN FT		40.00		4,280.00		106.00		4,240.00		106.00		4,240.00				4,240.00		99%		40.00	
B.15		2" CORPORATION STOP		2.00		EACH		1,133.00		2,266.00		2.00		2,266.00		2.00		2,266.00				2,266.00		100%		-	
B.16		2" CURB STOP AND BOX		2.00		EACH		1,133.00		2,266.00		2.00		2,266.00		2.00		2,266.00				2,266.00		100%		-	
B.17		6" GATE VALVE AND BOX		5.00		EACH		2,470.00		12,350.00		5.00		12,350.00		5.00		12,350.00				12,350.00		100%		-	
B.18		8" GATE VALVE AND BOX		1.00		EACH		3,250.00		3,250.00		1.00		3,250.00		1.00		3,250.00				3,250.00		100%		-	
B.19		16" GATE VALVE AND BOX		2.00		EACH		11,900.00		23,800.00		2.00		23,800.00		2.00		23,800.00				23,800.00		100%		-	
B.20		6" PVC WATERMAIN		162.00		LIN FT		72.00		11,664.00		152.00		10,944.00		152.00		10,944.00				10,944.00		94%		720.00	
B.21		8" WATERMAIN (DIRECTIONALLY DRILLED)		1,288.00		LIN FT		86.50		111,412.00		1,305.00		112,882.50		1,305.00		112,882.50				112,882.50		101%		(1,470.50)	
B.22		8" WATERMAIN (OPEN CUT)		50.00		LIN FT		75.00		3,750.00		47.00		3,525.00		47.00		3,525.00				3,525.00		94%		225.00	
B.23		16" PVC WATERMAIN		1,910.00		LIN FT		123.80		236,458.00		1,918.00		237,448.40		1,918.00		237,448.40				237,448.40		100%		(990.40)	
B.24		WATERMAIN FITTINGS		2,912.00		POUNDS		13.00		37,856.00		2,690.00		34,970.00		2,690.00		34,970.00				34,970.00		92%		2,886.00	
B.25		STORM DRAIN INLET PROTECTION		1.00		EACH		225.00		225.00		1.00		225.00		1.00		225.00				225.00		100%		-	
B.26		SILT FENCE TYPE MACHINE SLICED		530.00		LIN FT		2.25		1,192.50		-		-		-		-				-		-		1,192.50	
B.27		DISC ANCHORING, TYPE 3 MULCH		0.40		ACRE		675.00		270.00		-		-		0.40		270.00				270.00		100%		-	
B.28		SEEDING		0.40		ACRE		675.00		270.00		-		-		0.40		270.00				270.00		100%		-	
B.29		SEED MIXTURE 35-241		17.00		POUND		11.20		190.40		-		-		17.00		190.40				190.40		100%		-	
B.30		FERTILIZER TYPE 3		85.00		POUND		1.25		106.25		-		-		85.00		106.25				106.25		100%		-	
Original Contract Totals										\$ 1,363,425.20				\$ 1,313,030.80				\$ 1,329,641.45		\$ -		\$ 1,329,641.45		98%		\$ 33,783.75	
Change Orders																											
CO - A.1		CHANGE ORDER 1 - EXTRA WORK		1.00		LUMP SUM		160,042.23		160,042.23						1.00		160,042.23				160,042.23		100%		-	
CO - A.1		CHANGE ORDER 1 - RECONCILE QUANTITIES A.2-A.26		1.00		LUMP SUM		(52,307.75)		(52,307.75)						1.00		(52,307.75)				(52,307.75)		100%		(52,307.75)	
CO - A.1		CHANGE ORDER 1 - RECONCILE QUANTITIES B.2-B.24		1.00		LUMP SUM		18,539.90		18,539.90						1.00		18,539.90				18,539.90		100%		18,539.90	
CO - 2		CHANGE ORDER 2 - RECONCILE FINAL QUANTITIES		1.00		LUMP SUM		(15.90)		(15.90)						1.00		(15.90)				(15.90)		100%		(15.90)	
Change Order Totals										\$ 126,258.48								\$ 126,258.48		\$ -		\$ 126,258.48		100%		\$ (33,783.75)	
Original Contract and Change Orders																											
Project Totals										\$ 1,489,683.68								\$ 1,489,683.68		\$ -		\$ 1,489,683.68		100%		\$ -	

CHANGE ORDER FORM

NO.: 2

Owner: City of Willmar
 Engineer: Bolton & Menk, Inc.
 Contractor: Landwehr Construction, Inc.
 Project: Willmar - Epitopix
 Contract Name: Epitopix IBDPI Project
 Date Issued: 07/13/2023
 Owner's Project No.:
 Engineer's Project No.: 0W1.123963
 Contractor's Project No.:
 Effective Date of Change Order: 07/01/2023

The Contract is modified as follows upon execution of this Change Order:

Description:

This change order reconciles final quantities.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 1,363,425.20	Original Contract Times: Substantial Completion: 11/31/2022 Ready for final payment: 07/01/2023
Increase from previously approved Change Orders No. 1: \$ 126,274.38	Increase from previously approved Change Orders No.1: Substantial Completion: N/A Ready for final payment: N/A
Contract Price prior to this Change Order: \$ 1,489,699.58	Contract Times prior to this Change Order: Substantial Completion: 11/31/2022 Ready for final payment: 07/01/2023
Decrease this Change Order: \$ 15.90	Increase this Change Order: Substantial Completion: N/A Ready for final payment: N/A
Contract Price incorporating this Change Order: \$ 1,489,683.68	Contract Times with all approved Change Orders: Substantial Completion: 11/31/2022 Ready for final payment: 07/01/2023

By: [Signature]
 Title: Principal In Charge
 Date: 8/23/2023

required)

Accepted by Contractor
[Signature]
 PM
 8-3-23

Authorized by Owner
 By: [Signature]
 Title: Public Works Director
 Date: 8-23-23

Final

Epitopix infrastructure Costs

	Water \$	Sanitary Sewer \$	Total \$
Landwehr Construction bid price	566,188	923,496	1,489,684
Engineering - Design grant ineligible		(108,050)	
Engineering	111,760	189,590	301,350
Sub-total	677,948	1,005,036	1,791,034
SS - Engineering Design grant ineligible	108,050		
Less SW grant		(1,300,000)	(1,005,036)
Less Epitopix Water Contribution	(530,000)		(530,000)
Total Cost to City	255,998	(294,964)	255,998

Funding options for water installation

Balance of RDC Nat'l land sale	249,750
ARPA Funding	



City Council Action Request

Council Meeting Date:	September 5, 2023	Agenda Item Number:	11.C.
Agenda Section:	Regular Business	Originating Department:	Recreation
Resolution:	Yes	Prepared By:	Rob Baumgarn, Recreation Director
Ordinance:	No	Presented By:	Rob Baumgarn, Recreation Director
Item:	Final payment for the Civic Center Roof over Roof Project		

RECOMMENDED ACTION:

Adopt the resolution to authorize final payment to Marcus Construction, in the amount of \$34,867.46 for the Civic Center Roof over the Roof project.

OVERVIEW:

During the design phase of the Events and Recreation Center, LSE Architects noticed that a section of the roof on the Civic Center was not structurally sound and recommended that the area be remodeled. The Council approved having the area remodeled using capital improvement funding. Dollars were re-appropriated from the Blue Line Arena insulation project to cover the cost of the remodel. The project was issued as change order #16 for the Events and Recreation Center project with a total budget of \$404,311. Due to a reduction of various costs, the total construction cost was \$61,401.40 less than budgeted in 2022.

Approved Budget		Actual expense
Change Order #16	\$360,587 Construction	\$342,909.60
Construction Cost		
City Cost: 10% Contingency	\$ 36,059 City Contingency	.00
City Cost Special Inspections	\$ 7,665 Special Inspections	.00
Estimated Total Project Cost	\$404,311 Total Project Cost	\$61,401.40

BUDGETARY/FISCAL ISSUES:

Final payment \$34,687.46

April 18, 2022 Council approved:

\$150,000 2021 Capital Improvement Plan

Re-appropriated \$254,311.50 from the Blue Line Arena insulation project.

Project under budget \$61,401.40, funds that can be re-appropriated in CIP

ALTERNATIVES TO CONSIDER:

Don't approve the payment for the project.

ATTACHMENTS:

1. Resolution for CC Roof Project
2. Willmar Event Center - Pay App 025 Roof - LSE approved
3. 2022-066 Civic Center Roof Project Funds Re-allocation
4. Roof over Roof Project Change Order 16

RESOLUTION NO. ____

**RESOLUTION APPROVING THE FINAL PAYMENT TO MARCUS CONSTRUCTION FOR THE CIVIC CENTER
ROOF PROJECT**

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar to approve the final payment to Marcus Construction, in the amount of \$34,867.46 for the Civic Center Roof over the roof project,

Dated this 5th day of September 2023

Douglas E. Reese, Mayor

Attest:

CITY CLERK



SOLD TO:
City of Willmar
333 6th Street SW
Willmar, MN 56201

JOB LOCATION:
Willmar, MN
ROOF OVER ROOF PROJECT

F.O.B.	JOB
--------	-----

THANK YOU FOR YOUR BUSINESS

TOTAL	\$ 34,867.46
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AIA Document G702®GMP – 2021

Application and Certificate for Payment for Cost of the Work Projects with a Guaranteed Maximum Price

TO OWNER:	City of Willmar 333 6th Street SW, Willmar, MN 56201	PROJECT:	LOST projects @ Willmar, MN (ROOF) Event and Recreation Center, Willmar, MN	APPLICATION NO:	2010-25-ROOF	PERIOD TO:	July 31, 2023	Distribution to:	OWNER: ☒ ARCHITECT: ☒ CONTRACTOR: ☒ FIELD: ☐ OTHER: ☐
FROM	Marcus Construction Co., Inc.	VIA		CONTRACT FOR:	General Construction	CONTRACT DATE:	March 16, 2020		
CONTRACTOR:	2580 Highway 12 E, Willmar, MN 56201	ARCHITECT:	LSE Architects, Inc.	PROJECT NOS:	2010 /				

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703®CW, Continuation Sheet for Cost of the Work Projects, is attached.

1. ORIGINAL GUARANTEED MAXIMUM PRICE	\$360,587.00
2. NET CHANGE BY CHANGE ORDERS	-\$17,677.40
3. GUARANTEED MAXIMUM PRICE TO DATE (Line 1 ± 2)	\$342,909.60
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703CW)	\$342,909.60

5. RETAINAGE:

- a. 0.00 % of Completed Work (Column D + E on G703CW) \$ 0.00
- b. 0.00 % of Stored Material (Column F on G703CW) \$ 0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703CW) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$342,909.60

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$308,042.13

8. CURRENT PAYMENT DUE \$34,867.47

9. GUARANTEED MAXIMUM PRICE BALANCE, INCLUDING RETAINAGE

(Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$22,339.01	
Total approved this Month		\$40,016.41
TOTALS	\$22,339.01	\$40,016.41
NET CHANGES by Change Order		-\$17,677.40

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: *[Signature]*

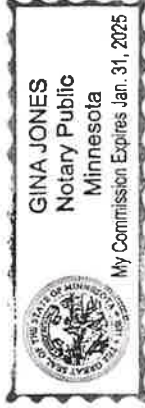
State of: *Minnesota*

County of: *Kandiyohi*

Subscribed and sworn to before me this *31st* day of *July 2023*

Notary Public: *[Signature]*

My Commission expires: *Jan. 31, 2025*



Date: *7-31-23*

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$34,867.47

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: *[Signature]*

Date: *8.21.23*

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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User Notes:

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AIA Document G703CW – 2021

Continuation Sheet for Cost of the Work Projects

AIA Document G702@CW, Application and Certification for Payment without GMP, or G702@GMP, Application and Certificate for Payment with GMP, containing Contractor's signed certification is attached. Use Column I on Contracts where variable retainage for line items may apply.

2010-25-ROOF
July 31, 2023
July 31, 2023

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C1	C2	C3	C4	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE				WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G+C4)	BALANCE TO FINISH (C4 - G)	RETAINAGE (IF VARIABLE RATE)
		ORIGINAL	CHANGE FROM PREVIOUS APPLICATIONS	CHANGE THIS PERIOD	CURRENT (C1+C2+C3)	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
A	Project Reimbursable Expenses	63,911.20	0.00	0.00	63,911.20	51,932.24	11,978.96	0.00	63,911.20	100.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
1	GCs not part of Reimbursables: including, Permits, Bond, Builders' Risk, Office/Facilities, Safety Supplies, Jobsite Camera, Winter Conditions, Dumpsters, Job-site clean-up	15,579.34	2,623.75	0.00	18,203.09	0.00	18,203.09	0.00	18,203.09	100.00%	0.00	0.00
2	Sitework	12,110.00	22,858.00	0.00	34,968.00	34,968.00	0.00	0.00	34,968.00	100.00%	0.00	0.00
3	Concrete	6,820.00	-6,820.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
4	Masonry	16,038.00	-16,038.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
5	Metals	75,580.00	0.00	0.00	75,580.00	75,580.00	0.00	0.00	75,580.00	100.00%	0.00	0.00
6	Wood & Plastics	5,928.81	0.00	-3,928.81	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00%	0.00	0.00
7	Thermal & Moisture Protection	46,456.50	0.00	413.25	46,869.75	46,025.00	844.75	0.00	46,869.75	100.00%	0.00	0.00
8	Doors & Windows	1,673.00	3,008.00	-208.93	4,472.07	4,472.07	0.00	0.00	4,472.07	100.00%	0.00	0.00
9	Finishes	26,870.00	8,375.00	0.00	35,245.00	35,245.00	0.00	0.00	35,245.00	100.00%	0.00	0.00
15	Mechanical	43,806.00	1,310.20	-4,678.20	40,438.00	40,438.00	0.00	0.00	40,438.00	100.00%	0.00	0.00
16	Electrical	5,500.00	7,849.14	0.00	13,349.14	13,349.14	0.00	0.00	13,349.14	100.00%	0.00	0.00

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User Notes:

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A	B	C1	C2	C3	C4	WORK COMPLETED		F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE				COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	BALANCE TO FINISH (C4 - G)	RETAINAGE (IF VARIABLE RATE)
		ORIGINAL	CHANGE FROM PREVIOUS APPLICATIONS	CHANGE THIS PERIOD	CURRENT (C1+C2+C3)	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
44	Contingency	32,034.92	-1,340.00	-30,694.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00
15	2.35% Fee	8,279.23	512.92	-918.80	7,873.35	7,144.22	729.13	0.00	7,873.35	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0						



Job Cost Journal

07/28/23

by Job/Cost Code with Hours

Job = 2010, Phase 2 to 2, Cost Type <> 2, Status =
1, Period >= 05 (May 2023),...

Record#	Trans#	Date	Description/Job	Vendor/Employee/Equipment	Cost Type	Cost
2010 City of Willmar - Event Center						
Cost Code	7500.000	Membrane Roofing Sub				
147263	015539-COR	12/21/2022	P2 EPDM Roofing	2621 Buttweilers Do All R	4	844.75
Cost Code Total:						844.75
Job Total:						844.75
Grand Total:						844.75

RESOLUTION NO. 2022-066

A RESOLUTION REAPPROPRIATING FUNDS FROM THE BLUE LINE ARENA INSULATION PROJECT TO THE CIVIC CENTER ROOF PROJECT AND APPROVAL OF CHANGE ORDER NO. 16 FOR THE EVENTS AND RECREATION CENTER IN THE AMOUNT OF \$360,587.00

Motion By: Asmus

Second By: O'Brien

BE IT RESOLVED by the City Council of the City of Willmar, to re-appropriate \$254,311.50 from the Blue Line Arena insulation project to the Civic Center roof project.

Decrease: Blue Line Arena Insulation project \$254,311.50

Increase: Civic Center roof project \$254,311.50

BE IT FURTHER RESOLVED by the City Council of the City of Willmar to adopt the resolution authorizing Change Order No. 16 for the Events and Recreation Center- Civic Center Roof Improvements in the amount of \$360,587.00.

Dated this 18th day of April, 2022



Mayor

Attest:



City Clerk



Marcus Construction Co., Inc.
2580 Highway 12E
Willmar, Minnesota 56201

Project: 2010 - City of Willmar - Event Center Project
2707 Arena Dr.
Willmar, Minnesota 56201

Prime Contract Change Order #016: Construction Bulletin #1

TO:	City of Willmar 333 6th St SW Willmar, Minnesota 56201	FROM:	Marcus Construction Co., Inc. 2580 Highway 12 E Willmar, Minnesota 56201
DATE CREATED:	4/08/2022	CREATED BY:	Taylor Marcus (Marcus Construction Co., Inc.)
CONTRACT STATUS:	Approved	REVISION:	0
DESIGNATED REVIEWER:	Rob Baumgarn (City of Willmar)	REVIEWED BY:	
DUE DATE:	04/18/2022	REVIEW DATE:	04/19/2022
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:	50 days	EXECUTED:	No
		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	1:City of Willmar - Event Center Project Prime Contract	TOTAL AMOUNT:	\$360,587.00

DESCRIPTION:
Construction Bulletin #01

The Construction Bulletin forms a part of the Contract Documents as a standalone set adjacent to the Bidding Documents dated March 22, 2021. The Bulletin consists of drawings issued to replace the roof structure at the admin and toilet rooms of the 1980 addition to the Willmar Civic Center due to deficiencies in the existing structure. As part of this work, there is mechanical and electrical scope including the replacement of a mechanical roof top unit. The project will require coordination of drawings to existing conditions and also coordination of work to the adjacent Event and Recreation Center project.

Marcus Construction presents the following pricing for Construction Bulletin #1. Details of pricing can be found in subsequent pages. Price is inclusive of all required general conditions and requirements to complete scope.

Change Order Cost: \$327,799.00
Construction Contingency: \$32,788.00
Total Price: \$360,587.00

Attached to this change order is all required documentation for complete review of CB#01

ATTACHMENTS:

[Roof_Structural_Replacement_Estimate_Summary.pdf](#), [Roof_Structural_Replacement_Change_Order_BidSheet.pdf](#),
[Roof_Structural_Replacement_Change_Order.pdf](#), [Roof_Structural_Replacement_Award_Recs.pdf](#)

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
018	Construction Bulletin #1	50 days	\$360,587.00
Total:			\$360,587.00

CHANGE ORDER LINE ITEMS:

PCO # 018: Construction Bulletin #1

#	Budget Code	Description	Amount
1		Construction Bulletin #1	\$360,587.00
Grand Total:			\$360,587.00

The original (Contract Sum)	\$8,459,122.74
Net change by previously authorized Change Orders	\$120,443.00
The contract sum prior to this Change Order was	\$8,579,565.74
The contract sum will be increased by this Change Order in the amount of	\$360,587.00
The new contract sum including this Change Order will be	\$8,940,152.74
The contract time will be increased by this Change Order by 50 days.	

Stewart Haugen (LSE Architects)
100 Portland Ave South Suite100
Minneapolis, 55401

City of Willmar
333 6th St SW
Willmar, Minnesota 56201

Marcus Construction Co., Inc.
2580 Highway 12 E
Willmar, Minnesota 56201

SIGNATURE **DATE**

SIGNATURE **DATE**

SIGNATURE **DATE**



City Council Action Request

Council Meeting Date:	September 5, 2023	Agenda Item Number:	11.D.
Agenda Section:	Regular Business	Originating Department:	Police Department
Resolution:	Yes	Prepared By:	Leslie Valiant, City Administrator
Ordinance:	No	Presented By:	Jim Felt, Police Chief
Item:	Consider Termination of an Agreement between the City of Willmar and Willmar School District for School Resource Officers		

RECOMMENDED ACTION:

Staff recommends Council start the termination process of the current School Resource Officer agreement and continue to the Willmar School District to reach a new agreement for school resource officers.

OVERVIEW:

The 2023 State Legislators placed into law that school resource officers are considered "Agents of the School". Our understanding of the current statutory language is that as long as the school pays for officers, those officers remain agents of the school, taking away the ability of the SRO to maintain all their law enforcement powers, fulfill all of their general law enforcement duties utilizing all of the legal / authorized / covered by WPD policy tactics, techniques and equipment. The liability of remaining "agents of the school" is the issue at hand.

Taking away the ability of the SRO to enforce as an officer of the law takes away the ability of that officer to restrain individuals unless there is immediate threat of deadly or bodily harm to oneself or other individuals.

BUDGETARY/FISCAL ISSUES:**ALTERNATIVES TO CONSIDER:****ATTACHMENTS:**

1. Agreement_Willmar ISD _347-Resource officers
2. Willmar School District Ltr SRO's
3. SRO Discussion

SCHOOL RESOURCE OFFICERS AGREEMENT

This AGREEMENT, made this 13th day of June, 2022, by and between Independent School District No. 347 ("SCHOOL DISTRICT") and the City of Willmar, a Minnesota municipal corporation ("CITY"), (collectively, the "PARTIES").

WHEREAS, SCHOOL DISTRICT is in need of and desires to receive certain law enforcement services from CITY; and

WHEREAS, CITY, through its police department, is willing and able to provide certain law enforcement services to SCHOOL DISTRICT; and

WHEREAS, SCHOOL DISTRICT and CITY desire to join in a mutual effort to curb delinquency and crime in the community and to develop better community understanding of law and law enforcement.

NOW, THEREFORE, in consideration of the mutual agreements and provisions herein set forth, SCHOOL DISTRICT and CITY agree as follows:

1. SCHOOL RESOURCE OFFICERS. For the purpose of this AGREEMENT, the term School Resource Officers shall have the meaning and duties described in this Section.
 - 1.1. School Resource Officers. The School Resource Officers (SROs) will be officers of the Willmar Police Department ("WPD") who shall be responsible for performing the duties set forth in Paragraph 1.4 of this Section;
 - 1.2. SROs' Relationship to SCHOOL DISTRICT. The SROs will be for the purposes of this AGREEMENT Contracted Agents of the SCHOOL DISTRICT and have access to all such information deemed necessary for the completion of the SROs' duties as approved by the SCHOOL DISTRICT.
 - 1.3. SROs Employed by CITY. The Willmar Police Chief shall assign the law enforcement officers to serve as the SROs in SCHOOL DISTRICT. The Chief of Police in conference with SCHOOL DISTRICT officials shall select the officers. The SROs shall be licensed peace officers in the WPD and employees of CITY, shall have at least one year's experience as full-time law enforcement officers, shall have prior experience in working with children, and should be trained D.A.R.E officers with a minimum of one year's experience in teaching the D.A.R.E. classes. The SROs will operate under the direct administration and supervision of the Chief of Police or his/her designee. Law enforcement services rendered to SCHOOL DISTRICT under this AGREEMENT shall be at the sole discretion of the Chief of Police; however, the Chief of Police shall coordinate such services with the administration of SCHOOL DISTRICT. SCHOOL DISTRICT will compensate CITY for such services pursuant to Section 4 of this AGREEMENT. Consistent with the relationship between the PARTIES, the SROs shall

not be represented to the public as employees of SCHOOL DISTRICT by either CITY or SCHOOL DISTRICT.

1.4. Duties of the SROs. The SROs will:

- 1.4.1. Strive to develop a better understanding within SCHOOL DISTRICT's schools of the law enforcement process.
- 1.4.2. Provide traffic control on the School parking lot both before and after school.
- 1.4.3. Conduct investigations within SCHOOL DISTRICT, its facilities and the surrounding community, both criminal and otherwise as deemed necessary by WPD or by mutual agreement between WPD and SCHOOL DISTRICT personnel.
- 1.4.4. In the instances of violations of law, serve in the normal police officer capacity to protect life, limb, and property; to prevent crime, to recover stolen and lost property; and to apprehend and prosecute offenders, but in so doing orient activities toward rehabilitation and correction.
- 1.4.5. Investigate such other incidents on SCHOOL DISTRICT property which, if they occurred elsewhere, would be investigated by a law enforcement officer.
- 1.4.6. Work in cooperation with SCHOOL DISTRICT administrators towards mutually agreed upon goals involving WPD, SCHOOL DISTRICT's schools or its students. The SROs shall not have disciplinary authority within the school.
- 1.4.7. Provide resource information and act as a liaison between the students, faculty and administration of SCHOOL DISTRICT and CITY and its agencies with respect to school-related topics.
- 1.4.8. Develop, coordinate and present programs on public safety, substance abuse, crime prevention and other pertinent topics.
- 1.4.9. Be present at school dances, athletic events and other SCHOOL DISTRICT functions, provided however, that regular daytime hours are adjusted to reflect the time put in for these functions.
- 1.4.10. Provide counseling or assistance to students as requested.
- 1.4.11. Coordinate the student Ride-Along program.
- 1.4.12. Obtain information on runaways and act as a liaison between SCHOOL DISTRICT and law enforcement with respect to said runaways.

- 1.4.13. Assist with coordination of the D.A.R.E. program and be a classroom instructor for the Junior High D.A.R.E. program.
 - 1.4.14. Attend meetings, as necessary, concerning student problems and welfare.
 - 1.4.15. Provide information to WPD as necessary to coordinate the activities and meet the objectives of WPD.
 - 1.4.16. In the course of performing the duties of this AGREEMENT, respond to emergency calls within the WPD service area when necessary, investigate cases assigned by the Chief of Police, and attend trainings and perform special duties as assigned by the Chief of Police. These responsibilities will require flexibility in the hours that the SROs work and require the freedom to leave SCHOOL DISTRICT's facilities at various times.
 - 1.4.17. Provide any other services and perform such other duties related to the function of law enforcement as determined by Willmar's Police Chief, in consultation with SCHOOL DISTRICT.
2. RESPONSIBILITIES OF SCHOOL DISTRICT. It shall be the responsibility of SCHOOL DISTRICT to:
- 2.1. Provide guidance and assistance to the SROs through SCHOOL DISTRICT's principals, teachers, administrative staff, other personnel and student body.
 - 2.2. Provide appropriate office space including private office, desk, and telephone with outside line for use by the SROs to meet with students and staff on both a public and private meeting basis and to conduct and perform their duties as necessary and as otherwise assigned and directed by the Chief of Police.
 - 2.3. Provide, at no cost to the CITY, software (and related hardware if needed) for the transmission of internal and external electronic mail, internet access, and network connection to WPD headquarters, as well as appropriate ergonomic workstations for the proper use of such software and hardware (including CITY-issued hardware), provided that the SROs shall abide by established SCHOOL DISTRICT policies for the use of electronic mail, internet access and other electronic communications systems.
 - 2.4. Require its principals to coordinate the efforts of the SROs within SCHOOL DISTRICT's schools.
 - 2.5. Provide clerical help and assistance to the SROs when needed by the SROs within any school at which the officer is working in their capacity as SRO. This includes providing the supplies and materials needed. Clerical help and assistance and supplies and materials will be limited to those duties of the SROs directly related to law enforcement or related educational programs within the framework of existing SCHOOL DISTRICT programs.

- 2.6. Provide an assessment of the services received under this AGREEMENT to CITY, if requested by CITY.
3. RESPONSIBILITIES OF CITY. It is the intention of CITY to provide SROs to SCHOOL DISTRICT, and it shall be the responsibility of CITY to:
 - 3.1. Assign three licensed peace officers and one additional licensed peace officer on a three-quarter time (75 percent of full-time) basis to SCHOOL DISTRICT to act as SROs at SCHOOL DISTRICT's schools commencing on or about the last week of August and terminating on or about the first week of June for each year during the term of this AGREEMENT. SROs shall work eight or ten hours per day, Monday through Friday, during each week that they are assigned to SCHOOL DISTRICT. The starting time for SROs' shifts while assigned to SCHOOL DISTRICT may vary depending on the requirements of WPD or SCHOOL DISTRICT.
 - 3.2. CITY shall assume all obligations and payments with regard to SROs' salaries and benefits, including liability and workers compensation insurance coverage, PERA, withholding taxes, etc., the same as it provides to all other WPD officers.
 - 3.3. Provide WPD equipment needed by the SROs to perform necessary functions and duties, the same as is provided to other WPD patrol officers, including a police vehicle to be used by the SROs while assigned to SCHOOL DISTRICT. The SROs shall alternate their uniforms between WPD-issued police uniforms and plain clothes. The SROs shall wear their police uniforms a minimum of three days per week.
 - 3.4. Provide personal computer hardware with limited software to facilitate word processing and spreadsheet data assembly to the SROs while assigned to SCHOOL DISTRICT.
 - 3.5. Provide training and education to the SROs within the scope of WPD.
 - 3.6. Provide temporary replacements for the SROs as deemed necessary by WPD.
4. CONSIDERATION.
 - 4.1. SCHOOL DISTRICT shall pay CITY an annual fee as consideration for CITY's provision of the SROs to SCHOOL DISTRICT for the academic year of 2022-2023 in the amount of \$225,895.19.
 - 4.2. SCHOOL DISTRICT shall pay CITY an annual fee as consideration for CITY's provision of the SROs to SCHOOL DISTRICT for the academic year of 2023-2024 in the amount of \$232,672.05.
 - 4.3. SCHOOL DISTRICT shall pay the applicable annual fee in two equal installments, with the initial payment being made on or before July 31, 2022 and the final payment on or

before January 31, 2023 and the next initial payment being made on or before July 31, 2023 and the final payment on or before January 31, 2024.

- 4.4. SCHOOL DISTRICT acknowledges that the consideration provided for in Section 4.1 does not cover any additional police services it may require beyond the services of the 3¾ SROs provided for herein. If SCHOOL DISTRICT requires additional officers on duty as necessary at, for example, sporting events, extracurricular school activities, or additional requested police coverage, SCHOOL DISTRICT will be required to pay CITY's normal and customary charges for such additional police services.
5. TERM. The term of this AGREEMENT is for two years and shall be effective as of August 1, 2022 and shall continue to July 31, 2024. This AGREEMENT shall be in effect as determined above unless terminated by either party. Termination of this AGREEMENT by either party shall be effective by delivering to the other party a preliminary written notice of termination not less than ninety (90) days prior to the date of termination of the AGREEMENT. All payments due under this AGREEMENT shall be prorated in the event of such termination.
6. INDEMNIFICATION.
 - 6.1. As a condition of CITY's assignment of SROs to SCHOOL DISTRICT pursuant to this AGREEMENT, SCHOOL DISTRICT agrees to and shall indemnify, protect, save, hold harmless and insure CITY, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by SCHOOL DISTRICT or its agents, employees, contractors or subcontractors with respect to SCHOOL DISTRICT's performance of its obligations under this AGREEMENT. SCHOOL DISTRICT shall defend CITY against the foregoing, or litigation in connection with the foregoing, at SCHOOL DISTRICT's expense, with counsel reasonably acceptable to CITY. CITY, at its expense, shall have the right to participate in the defense of any claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the gross negligence or willful misconduct of CITY. All indemnification obligations shall survive termination, expiration or cancellation of this AGREEMENT.
 - 6.2. CITY agrees to and shall indemnify, protect, save harmless and insure SCHOOL DISTRICT, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by CITY or its agents, employees, contractors or subcontractors with respect to CITY's performance of its obligations under this AGREEMENT. CITY shall defend SCHOOL DISTRICT against the foregoing, or litigation in connection with the foregoing, at CITY's expense, with counsel reasonably acceptable to SCHOOL DISTRICT. SCHOOL DISTRICT, at its expense, shall have the right to participate in the defense of any Claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably

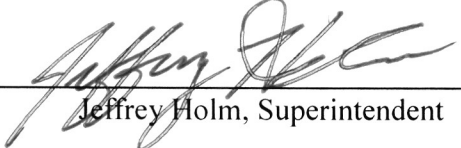
withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the gross negligence or willful misconduct of SCHOOL DISTRICT. All indemnification obligations shall survive termination, expiration or cancellation of this AGREEMENT.

7. DATA PRACTICES. The PARTIES acknowledge that this AGREEMENT is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*
8. AMENDMENTS. This AGREEMENT may not be amended except in writing properly executed by the PARTIES hereto. Except as specifically amended, this AGREEMENT shall remain in full force and effect.
9. ASSIGNMENT. This AGREEMENT may not be assigned by either Party without the written consent of the other Party.
10. SEVERABILITY. The invalidity or unenforceability of any provision of this AGREEMENT shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this AGREEMENT to the extent of its invalidity or unenforceability, and this AGREEMENT shall be construed and enforced as if the AGREEMENT did not contain that particular provision to the extent of its invalidity or unenforceability.
11. ENTIRE AGREEMENT. These terms and conditions constitute the entire agreement between the PARTIES regarding the subject matter hereof. All discussions and negotiations are deemed merged in this AGREEMENT. The headings to the various sections of this AGREEMENT are solely for the convenience of the PARTIES, are not part of the AGREEMENT and shall not be used for the interpretation of the validity of the AGREEMENT or any provision hereof.
12. EXECUTION. This AGREEMENT may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the AGREEMENT, and may be appended to, any other counterpart. Facsimile transmission of executed signature pages shall be deemed as originals and sufficient to bind the executing Party.

[Signature Page to follow]

IN WITNESS WHEREOF, the PARTIES have hereunto executed this document the day and year first above written.

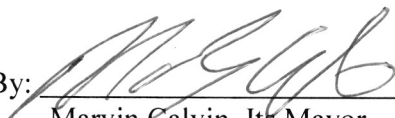
INDEPENDENT SCHOOL DISTRICT NO. 347

By: 
Jeffrey Holm, Superintendent

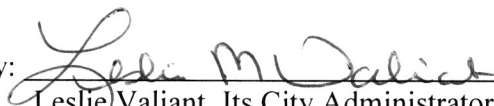
Date: 6/15/22

Print Name: Jeffrey Holm

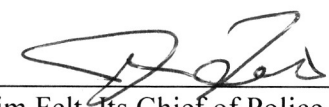
CITY OF WILLMAR

By: 
Marvin Calvin, Its Mayor

Date: 7-19-2022

By: 
Leslie Valiant, Its City Administrator

Date: 7/18/2022

By: 
Jim Felt, Its Chief of Police

Date: 07/18/2022

RESOLUTION NO. 2021-142

AUTHORIZATION TO EXECUTE AGREEMENT WITH WILLMAR SCHOOL DISTRICT NO. 347
FOR SCHOOL RESOURCE OFFICERS

Motion By: O'Brien

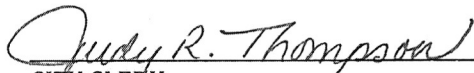
Second By: Nelsen

BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, that the Mayor and Interim City Administrator be authorized to enter into an agreement between the City of Willmar and Willmar School District No. 347 for providing School Resource Officers.

Dated this 21st day of June, 2021


MAYOR

Attest:


CITY CLERK



Willmar Public Schools

Dr. Jeffrey Holm, Superintendent

Inspiring and preparing all learners for their future in our community and our world

September 1, 2023

Willmar City Council
c/o Leslie Valiant, City Administrator
333 Southwest 6th Street
Willmar, MN 56201

Dear Council Members,

I am very disappointed that the Willmar City Council will be considering termination of the School Resource Officer Agreement between the City and Independent School District No. 347. I write to share the District's perspective and to respectfully request that the City keep the Agreement in place for the remainder of the contract term.

It is because we highly value and trust the SROs that this possibility is so painful. Our SROs have built close connections with our students and staff, and as such, the remote possibility that any of them would find themselves in legal peril hardly seems worth the potential loss of relationships and immediate on-site response to threats to our students and schools. We will feel less safe without the presence of the SROs, but more importantly, we will lose the connections between the officers and students, which foster greater respect for law enforcement and reduce crime in our community.

Over my time as Superintendent, the District has greatly appreciated our partnership with the WPD and its officers. That partnership is why the District allocated nearly \$460,000 over the two years of the current contract to keep SROs in our schools. As you undoubtedly know from the difficult decisions you are called on to make, the District's School Board is constantly evaluating decisions and making tradeoffs to allocate limited resources to ever increasing demands. The District prioritized this contract because it makes our schools and community safer.

The District understands that the WPD is concerned about the effects of the new legislation. I think it's worth assessing what this dispute is really about. I have asked WPD for data on how often SROs have physically intervened with students, and how many of those used physical interventions now prohibited by statute. We weren't provided numbers but I know these are far from everyday occurrences.

WPD is concerned about a new provision in Minnesota Statutes Section 121A.58 that prohibits SROs from restraining students in a prone or “face-down” position, impairing a student’s ability to breathe or communicate distress, and placing pressure on a student’s head, throat, neck, etc. The District does not want SROs to use these tactics with students and does not recall a time when they were used. These same procedures have been prohibited for use on students with disabilities since 2015.¹

WPD is concerned about the potential for liability based on changes to the “reasonable force” standard in Minnesota Statutes Section 121A.582. That change limits the use of reasonable force to “when it is necessary under the circumstances to restrain a student to prevent bodily harm or death” to that student or another. The substantive effect is to limit restraint to situations to prevent bodily harm, where the former version was broad enough to include property damage and disruption. Is it really worth ending our decades-long partnership because officers cannot restrain a kid who is disruptive?

Law enforcement officers are trained to use reasonable force in appropriate circumstances. “Reasonable” is a legal term in which there is always some ambiguity. Officers know that and are trained on what circumstances merit various interventions. You undoubtedly have policies on reasonable force. This ambiguity didn’t simply appear when this legislation was passed in May. Whenever law enforcement uses force, someone might claim it wasn’t reasonable. That risk is part of the reason why the City and officers are insured.

What I worry about most is what happens when SROs aren’t there. Under the revised statute, officers can use physical force to prevent bodily harm and death. Teachers and principals can only physically intervene to prevent *imminent* bodily harm or death.² I think the world of our teachers and principals and know they are exceedingly skilled in teaching and relationship-building. But they are not trained to evaluate whether bodily harm is imminent or effective responses when it is. When your trained, skilled officers are in buildings to do work they are trained to perform, our staff get to focus on work they are trained to do.

Paragraph 1.4 of our Agreement outlines 17 duties for SROs to perform under the contract. Only one of those duties, paragraph 1.4.4, would potentially implicate the revised statutes. The other 16 duties include items like presenting on public safety and substance abuse, being present at school dances and athletic events, providing counseling to students, coordinate ride-alongs, acting as a liaison for runaways, and serving as a classroom instructor for D.A.R.E. The very first duty in that list benefits the City: “Strive to develop a better understanding within District schools of the law enforcement process.” These are the benefits we get from SROs and what we don’t want to lose.

WPD presented the District with an ultimatum to either agree to suspend the SRO program with no guarantees of law enforcement presence at schools or WPD would propose termination to Council. But there’s a different path. The District has proposed modifying the duties in the contract to address the City’s concerns while maintaining our mutually beneficial relationship. Should the City decide not to terminate the contract, the District remains open to continuing discussions on

¹ Minn. Stat. § 125A.0942, subd. 4(10).

² Minn. Stat. § 121A.582, subd. 1(a).

revisions that address the City's concerns. While both parties are frustrated by the limited time in which to address these concerns before the school year began, these laws were adopted on May 24 and the District first learned of the City's objections within the past week.

Unfortunately, the District seems to be caught in the middle of a disagreement between law enforcement and the legislature. Please remember that the number of students and staff at Willmar Senior High on a school day exceeds the population of most rural communities in our area. I implore you to prioritize the safety of our local students and staff over politics.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Holm", written in a cursive style.

Dr. Jeff Holm, Superintendent

From: Jim Felt <JFelt@willmarmn.gov>

Sent: Sunday, September 3, 2023 5:30:45 PM

To: Robert J. Kringler <rjkringler@flaherty-hood.com>; Robert Scott <rtscott@flaherty-hood.com>; Leslie Valiant <lvaliant@willmarmn.gov>; Kyle Box <kbox@willmarmn.gov>; Michael Anderson <MAnderson@willmarmn.gov>

Subject: Willmar School Letter Response

I'm not sure if any of this information may be helpful, but thought I'd do some follow up on the letter sent to the City Council by Superintendent Holm. Some of this I've likely discussed in other emails.

Use my observations and info as you see fit or for discussion, the council meeting or our meeting on Tuesday morning.

- The school is obviously downplaying the possibility of a use of force situation. They don't want use of force situations in their schools. We don't want to use force in any situation if we don't have to. [Unfortunately SROs having to use restraint techniques in school is not an uncommon necessity.](#)
- The school was quick to note that WPD had not submitted any data about physical intervention and prone restraints in particular. In speaking with SRO's there are some physical interventions that are fully reported as with any arrest. There are some that are not (i.e. guiding a disruptive child to a classroom). Prone restraints is data that is not tracked. We could possibly extract that data from reading individual arrest reports, but that would be extensive and incredibly time consuming. Use of force in the schools is quite low, fortunately, but the techniques that officers are prohibited from now using are probably the lowest we have on our scale of techniques.
- The schools letter (page 2, first paragraph) of course outlines the worst case scenario and frames it in the worst way. The statute prohibits a prone restraint, period. They worded it as a prone restraint that impairs the ability to breathe, pressure on a students throat, etc. Of course that's unacceptable except in the case of a justifiable use of deadly force by an officer. The concerns I have about the statute are:
 - Removes the ability to use a prone restraint, even against a resistant individual. This is necessary should the combative individual need to be safely handcuffed in many situations. It's brief and safest for the individual, officer and others.
 - Removes the ability to compress the persons torso in any fashion. This now takes away our newest low level of control in which an officer gets behind a fighting or resistive individual, puts both hands around their waist and hangs on until help arrives. This was created and accepted under medical and tactical research to simply contain the individual and put the officer in a position where they're less likely to be hurt by punches, kicks, biting, etc.
 - Removes the ability to straddle an individual to control them. This would literally include prohibiting an officer from stepping over & standing over their torso – facing up or down. This may be necessary for control or safety
- The letter talks about ending decades long partnership because they cannot restrain “a kid who is disruptive”. The school has often called on WPD to do so in the past. They fail to take into

account that some “kids” at Willmar School that officers may have to deal with are 18+ years old, adult or large stature, may be under the influence of drugs, may be having violent mental episodes, outsize our officers, etc. They don’t address very common incidents that WPD has been called upon to negate including active damage to property events, trespassing, conduct that extremely disturbing to other students, visitors and staff. Plus to throw in on the confusion is potentially determining if the person is a student or not, at Willmar Schools or not, etc.

- The school repeatedly stresses they value and close connections with our SRO’s, yet are unwilling to provide for their protections. To state that “risk is part of the reason that the city and officers are insured” is irresponsible and really gives the appearance that the school plans to operate on luck and that the SRO’s are kind of disposable to them. Hardly backing up the value and partnership they claim to profess.
- The school stresses the fear of not having SRO’s to prevent bodily harm or death. Our SRO’s need ALL their law enforcement authorities to have every tool available to best serve the school & students. We can’t have hesitation dealing with different standards based on what building you happen to be in. To do so creates hesitation & the chance for inaction when we need definitive action. Teachers and school officials are the subject matter experts on education. I’d like to think that we’re looked upon as the subject matter experts on safety & security. If they want cops to be in the buildings doing cop stuff, then let them be cops.
- The letter discusses the 17 duties but minimizes 1.4.4 which is BY FAR the most critical duty that an SRO does (serve in the normal police officer capacity). I agree that most other duties would have minimal or no impact by the new legislations. The only other one would be 1.4.9 about special events. As SRO’s their abilities would be limited at those if their schedule were changed to work at those or if the school reimbursed for more coverage. Those extra duties, like dances / football games I consider high liability events due to not having the typical controlled access like a school day, students from other schools, mix of adults and kids, etc.
- The letter appears to paint the city and WPD as being unreasonable. When Captain Anderson and I left the meeting with Holm and Adams on 08/28, we were under the agreement to work to arrange a mutual contract suspension & WPD would still follow through on the duties we always have. What I stressed to Holm is that since the school would no longer be reimbursing the city for officer time (at our request), it would only be fair that a reassessment and likely reduction of hours dedicated to the school would occur. We worked to relay to them that this would be done in a strategic fashion when it would have the least impact. The school letter seems to frame that we were simply going to walk away.
- The school, as you noticed, is trying to frame this as a misinterpretation on our part and that we’re simply mad at the legislature and trying to make a point. WPD does not, cannot and will not place any citizen’s safety in jeopardy based on politics. The legislature changing how we do things has been going on as long as I remember. We may not always be happy with their requirements, but we adapt and change. The adaption here for the time being was simply to ask the school not to pay us and in return we would coordinate coverage and effectively manage security(which is our area of expertise).
- If it’s helpful, the school district puts a strong emphasis on having SRO’s in the schools to handle emergencies. [The school has contracted for three full time and one ¾ time officers during](#)

school, however they have a total of eight buildings. WPD has worked for years to balance SRO placement where it can be most effective and efficient and provide the best safety & security. Having additional SROs in all schools or school buildings would provide the highest probability of having law enforcement available to intervene. Both the school and our agency operate in the law of averages and staff based on history, need, intelligence and known threats. We have provided extra services well over and beyond the contract when we've deemed it helpful, calming or necessary. Again, safety and security is our business and we need to have the tools available to manage that effectively and to our full ability.

- Not a legal matter but I do take offense to Holm leaving WPD out of the loop on his letter to the council. We've had a great partnership between WPD and the Willmar Schools to date, however this doesn't build trust. We often respond to the schools needs for the extras and work very hard to accommodate them for a variety of things. It's not uncommon to have the Community Outreach Sergeant or a detective working at a school for short coverages. We've called people in on overtime for coverage. I personally have stood in the school doorways to greet students coming in after a school shooting in another state. We work hard to be responsive and always keep the safety of the students and staff in mind. As I sit at my desk today (what was supposed to be a long weekend off) I look at two items that I look at every day of work that always remind me of our responsibility to the students – a keychain that was given to me by a student that stays on my squad car keyring and a Lego police figure that an elementary student gave to me. The partnership that the school claims to have has suffered during this process. WPD came to the schools for help when we needed it and are being turned away.
- I believe I was correct in relaying and assuming that in the absence of school reimbursement that the number of dedicated hours spent at the schools would be reduced. I realize that is largely a city administrator and council decision but as administrator for our current budget I felt the school needed to know the intent. That probably worries them, but it was fully relayed that WPD was not going to be totally stepping away from the schools or ever going to a "only call us if you need us" model of policing the schools. Continuing the "extras" like our student engagement and education projects and training were also something we planned to continue. I would argue that we have four private businesses in Willmar that would probably account for about 10 to 12% of our yearly calls for service. None contract with WPD, those four also face the same threats of violence and we work to strategically staff and manage it here at WPD.
- In speaking with our current and past SROs, I've come to find that over the past 20+ years of being in the schools that our SRO staff have slowly absorbed a large number of duties and responsibilities that are not spelled out in the contract. Many are helpful for the staff but are not in the law enforcement or necessarily in the community engagement realm. If a future contract is negotiated, a much clearer and more definitive listing of duties by the SROs, school and city will need to be agreed upon and adhered to.

If it helps frame some of the use of force matters, here's how we outline it to our officers.

There are levels of resistance by an offender:

- Verbal non-compliance (won't follow commands, resistive language)
- Passive resistance (dead weight, not responding, etc)
- Defensive resistance (pulling or running away)
- Active aggression (physical resistance including punching, kicking, spitting)

- Aggravated active aggression (use of some type of weapon or object)
- Deadly force assault (firearm, knife, striking an officer in an area likely to cause great bodily harm or death)

The levels of control by officers. Please note that as the level of control goes up, the propensity for injury does also:

- Officer presence – just an officer showing up in uniform can have a de-escalating effect
- Verbal direction – the officer uses verbal techniques to gain compliance (note: not everyone is able to be de-escalated. They need to be part of the process)
- **Empty hand control / soft techniques – this would include techniques like grabbing the individual around the waist, putting someone in a prone position briefly for handcuffing, straddling their legs to control kicking, etc.**
- Empty hand control / hard techniques – this would include techniques like punches, kicks, stun techniques
- Intermediate Weapon control – this would include a TASER, bean bag round, pepper spray
- Deadly force – this would include officers use of a firearm, baton blows to specific areas of the body, etc.

Some factors that an officer uses to determine the appropriate level of force, noting these can quickly fluctuate during an encounter:

- Compliance shown by the subject & compliance changes
- Verbal threats by a subject
- Age / body build / special needs / apparent pregnancy
- Known history of the subject (maybe he's used force with officers in the past, if they are known to carry a weapon, martial arts or boxing training, etc)
- Age / body build / physical ability by the officer (some officers are physically able to handle bigger people than others)
- The officers own skills and abilities – All officers are trained to a certain standard. Some have higher abilities or strength than others
- Environmental factors – are you trying to take someone into custody on icy ground, avoid using a TASER if they'll fall into water, etc.
- Injury to the subject or to the officer

Thanks for hearing me out.

JIM