



WILLMAR CITY COUNCIL MEETING

MONDAY, OCTOBER 2, 2023 @ 6:30 PM

BOARD ROOM HEALTH AND HUMAN SERVICES BUILDING

2200 – 23rd STREET NE, WILLMAR MINNESOTA

AGENDA

1. Call Meeting to Order
2. Roll Call
3. Pledge of Allegiance
4. Proposed Additions or Deletions to Agenda
5. Consent Items

Approve:

- A. City Council Minutes of September 18, 2023
- B. City Council Special Meeting Minutes of September 25, 2023
- C. Planning Commission Minutes of September 20, 2023
- D. Willmar Municipal Utilities Commission Minutes of September 25, 2023
- E. Accounts Payable Report, 09/14/23 Thru 09/27/23
- F. Authorize Staff to Release Agriculture Land Bid Packet
- G. Community Center Task Force
- H. Accept Project No. 2201-D and authorize final payment

Information:

- I. CCT Operations Board Minutes of June 27, 2023

6. Approve Consent Agenda Items
7. Items Removed from Consent Agenda
8. Open Forum (Individuals Limited to Three (3) Minutes)
9. Public Hearing:
 - A. Special Assessment Hearing for Unpaid Weed/Grass Mowing Removal Charges
 - B. Special Assessment Hearing for Unpaid Snow or Ice Removal Charges
 - C. Special Assessment Hearing for Unpaid Fire Alarm System Charges
10. Regular Business
 - A. Consider Approval of a Service Contract with Hometown Fiber
 - B. Consider a Resolution Declaring Costs to be Reimbursed
 - C. Consider Approval of the Final Plat - Hendrickx Subdivision
 - D. Dovre Township Fire Agreement

E. Consideration of Sale of THC Product License- Coborn's Incorporated dba Cash Wise
Liquor

11. "Community Pride" Announcements

12. Adjourn

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

September 18, 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, Fire Chief Frank Hanson, City Clerk Judy Thompson and City Attorney Robert Scott.

There were no additions or deletions to the agenda.

Council Member Ask moved to approve the agenda, as presented. Council Member Fagerlie 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 September 5, 2023
- B. City Council Work Session Summary of September 11, 2023
- C. Planning Commission Minutes August 16th
- D. Planning Commission Minutes September 6th
- E. Willmar Municipal Utilities Commission - September 11, 2023
- F. Accounts Payable Report 08-31-23 Thru 09-13-23
- G. **Resolution No. 2023-146 Willmar Auditorium Proposal**
- H. **Resolution No. 2023-147 Accept final payment application for seal and fog surfacing Project No. 2308.**
- I. **Resolution No. 2023-148 Accept final pay application for east side drainage improvements Project No. 1902-B.**
- J. **Resolution No. 2023-149 Asphalt Pavement Maintenance Services Bid Award**
- K. **Resolution No. 2023-150 Accept \$20,000 Willmar Community Foundation Grant for Equitable Communications Project.**
- L. Willmar Curling Club Lawful Gambling Application
- M. Tempel Minor Subdivision

Information:

- N. Director Reports
- O. Building Report August 2023
- P. Finance Report through 8/31/2023

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

George Hulstrand, Jr. addressed the Mayor and Council during the Open Forum in regard to his support of exploring the options of maintaining the City Auditorium as a functional building.

At 6:39 p.m. Mayor Reese opened the public hearing for the ordinance amending the City Charter, Section 4.02. Charter Commission Chairman Richard Engan presented the details of the proposed amendment.

There being no one present to speak for or against the proposed amendment, Mayor Reese closed the public hearing at 6:41 p.m. and opened it up for discussion from the Council.

Following discussion, Council Member Shuldes offered a motion to adopt, assign a number, and publish **Ordinance No. 1514 An Ordinance Amending the Charter of the City of Willmar**. Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 9, Noes 0. Mayor Reese also voted on this item.

City Operations Director Box presented a request to approve the reimbursement for agricultural rent to Justin Boike for Tract 2 and Tract 6. This is being requested as a result of land within these tracts being sold to MB Rail, and those acres not being planted. Mr. Boike is requesting reimbursement of rent, fertilizer, and soil sampling costs.

Following discussion, Council Member Ask offered a motion to approve full reimbursement of the costs incurred and introduced **Resolution No. 2023-151 Authorizing Reimbursement for Agricultural Land Lease**. Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

City Attorney Scott presented a request for consideration and approval of a Memorandum of Understanding (MOU) between the City of Willmar and Suite Liv'n. Mr. Scott presented the pertinent details of the MOU.

Following a lengthy discussion, Council Member Nelsen offered a motion to approve the MOU. Council Member Fagerlie seconded the motion, which failed on a roll call vote of Ayes 3, Noes 5. Council Members Ask, Shuldes, Asmus, Butterfield, and O'Brien voted "no".

Economic Development Commission (EDC) Executive Director Aaron Backman presented the EDC's 2024 proposed budget to the Mayor and Council.

Following the presentation, Council Member Asmus offered a motion to accept the proposed budget as presented. Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Mayor Reese presented his proposed budget for 2024 and requested Council set a preliminary levy for 2024. He noted once the preliminary levy is approved, it can be lowered but not increased. Mayor Reese proposed a fifteen (15%) percent increase. Being proposed is an increase in the Operating Budget of \$1,254,353 over the 2023 amount; increase in the Street Debt of \$100,998; and increase in City Hall Debt of \$30,245. The current tax rate of 53.033 would be increased to the proposed 56.942 for taxes payable in 2024 for the city property tax portion only.

City Finance Director Odens presented the details of the increases and noted the budget will be discussed at future work sessions in October and November with final recommendations being established.

Following discussion, Council Member Asmus offered a motion to set the preliminary levy for 2024 as presented, with the understanding Council will try to make reductions, set the Truth In Taxation Hearing for December 4, 2023, at 6:30 p.m. and introduced **Resolution No. 2023-152 Setting the Preliminary Levy for 2024**. Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 7, Noes 1. Council Member Butterfield voted "no".

Finance Director Odens presented a request to authorize final payment to Marcus Construction for the Events and Recreation Center Project. It was noted the project was funded through local option sales tax dollars.

Following discussion, Council Member Shuldes introduced **Resolution No. 2023-153 Approving the Final Payment to Marcus Construction for the Invest in Willmar, Events and Recreation Center Project**. Council Member Nelsen seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Contracted Engineer Jared Voge presented a request to order the preparation of the assessment roll and call for the assessment hearing for the 2023 Street and Other Improvements to be scheduled for October 16, 2023.

Following discussion, Council Member Davis offered a motion to set the public hearing for October 16, 2023, and introduced **Resolution No. 2023-154 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 Butterfield seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Contracted Engineer Jared Voge presented a request to award the Trott Avenue Stormwater Improvements Project to Swenson and Sons Construction, contingent upon the execution of a permanent easement by Farm-Rite Equipment of Willmar. He also requested the approval of the As-Bid Budget for this project.

Following discussion, Council Member Asmus offered a motion to approve staff's request and introduced **Resolution No. 2023-155 Awarding the Trott Avenue Stormwater Improvements Project to Swenson and Sons Construction in the Amount of \$173,791.** Council Member Ask seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Resolution No. 2023-156 Trott Avenue Stormwater Improvements As-Bid Budget Total Cost \$270,311 was introduced by Council Member Asmus. Council Member Ask seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

City Clerk Thompson presented a request to approve agricultural land exemption of special assessments for property owners who have made application for said exemption.

Resolution No. 2023-157 Approving Certification of Agricultural Use for Temporary Exemption/Subsequent Deferment of Special Assessments was introduced by Council Member Fagerlie. Council Member Nelson seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

City Clerk Thompson presented a request to set a public hearing for October 2, 2023, for unpaid fire alarm system charges.

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

City Clerk Thompson presented a request to set a public hearing for October 2, 2023, for unpaid snow or ice removal charges.

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

City Clerk Thompson presented a request to set a public hearing for October 2, 2023, for unpaid weed/grass mowing removal charges.

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

Planning and Development Services Director Walker provided an update on the Open Access Fiber Network to Council. This matter was received for information purposes only.

Planning and Development Services Director Walker presented a request to approve a joint orderly annexation agreement for two properties located along 15th Street SW.

Following discussion, Council Member Fagerlie offered a motion to approve staff's request and introduced **Resolution No. 2023-158 A Resolution That the City of Willmar Will Annex Parcels 33-280-0010 and 33-280-0020 Via A Joint Orderly Annexation Agreement.** Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Planning and Development Services Director Walker presented a request for discussion regarding shipping containers in the City. It was noted shipping containers have become a cheap alternative to traditional methods of storing and construction and his office has been receiving several inquiries regarding this issue.

Following a lengthy discussion, Council Member Ask offered a motion to direct staff to work with the Planning Commission to draft an ordinance on shipping containers and direct staff on how to address current containers around the City. Council Member Asmus seconded the motion, which carried unanimously.

Planning and Development Services Director Walker presented a request to introduce an ordinance for rezoning land in the General Business 2 (GB-2) District and set a public hearing for October 16, 2023. The GB-2 District was created recently, but no land was rezoned within the district. This is the final step in the rezone process.

Following discussion, Council Member Asmus offered a motion to **introduce an Ordinance Amending the Willmar Zoning Ordinance** and set a public hearing for October 16, 2023. Council Member Ask 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 the Willmar Zoning Ordinance**. Council Member Fagerlie seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Planning and Development Services Director Walker presented a request to introduce an ordinance for rezoning land in the General Business 3 (GB-3) District and set a public hearing for October 16, 2023. The GB-3 District was created recently, but no land was rezoned within the district. This is the final step in the rezoning process.

Following discussion, Council Member Fagerlie offered a motion to **introduce an Ordinance Amending the Willmar Zoning Ordinance** and set a public hearing for October 16, 2023. 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 Ask offered a motion to publish by summary **an Ordinance Amending the Willmar Zoning Ordinance**. Council Member Asmus seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Council Member Ask offered the following comments: "Thank you" to Director Walker for all the work he has accomplished in his time with the City and wished him well in his future employment.

Council Member Davis offered the following comments: we should be very proud of our Community CERT Team. They will be holding another class for those interested in being on the team on Saturday, October 21 & Saturday, October 28 from 8:00 a.m. to 4:00 p.m. Applications can be found on the City's website www.willmarmn.gov/departments/police_department/community/CERT.

Council Member Asmus offered the following comments: assuming by the toilet paper in her neighborhood that it is Homecoming Week. She would like kids to enjoy and have fun and urged parents to talk to their kids about driving safely during this time.

At 9:25 p.m. Mayor Reese recessed the meeting.

At 9:33 p.m. Mayor Reese reconvened the meeting.

At 9:34 p.m. upon motion by Council Member Fagerlie and seconded by Council Member Ask, the Council entered into closed session pursuant to Statute 13D.05, Subd. 3(c).

At 10:26 p.m. Council returned to open session.

At 10:28 p.m. upon motion by Council Member Ask and seconded by Council Member Asmus, the Council entered into closed session pursuant to Statute 13D.05, Subd. 3(c).

At 10:39 p.m. Council returned to open session.

Council Member Ask offered a motion to reschedule the closed session under Statute 13D.05 Subd. 3(a) to a future meeting. Council Member O'Brien seconded the motion, which carried unanimously.

Council Member Ask offered a motion to adjourn the meeting, with Council Member Fagerlie seconding the motion, which carried. The meeting adjourned at 10:42 p.m.

MAYOR

Attest:

SECRETARY TO THE COUNCIL

RESOLUTION NO. 2023-146

**A RESOLUTION TO ACCEPT PROFESSIONAL SERVICES FROM
BKV GROUP CITY AUDITORIUM REUSE PROPOSAL**

Motion By: Ask Second By: O'Brien

Whereas a proposal has been made by the firm of BKV Group at a total cost of \$9,750 and a not to exceed reimbursable cost of \$1,200 for the purpose of studying the Willmar Auditorium for reuse as a city hall.

Now therefore be it resolved by the City Council of the City of Willmar that said proposal be accepted and that the Mayor and City Administrator be authorized to execute an agreement on behalf of the City for the same.

Dated this 18th day of September, 2023

/s/ Douglas E. Reese
Mayor

Attest:

/s/ Judy R. Thompson
City Clerk

RESOLUTION NO. 2023-147

A RESOLUTION ACCEPTING PROJECT NO. 2308 AND AUTHORIZING FINAL PAYMENT.

Motion By: Ask Second By: O'Brien

IMPROVEMENT: Project No. 2308: Seal Coat and Fog Seal

CONTRACTOR: ASTECH Corp.
DATE OF CONTRACT: April 17, 2023

BEGIN WORK: June 1, 2023
COMPLETE WORK: July 21, 2023
APPROVE, ENGINEERING DEPT: August 31, 2023

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

1. The said City of Willmar Project No. 2308 be herewith approved and accepted by the City of Willmar.
2. The following summary and final payment be approved:

ORIGINAL CONTRACT AMOUNT:	\$388,804.50
CHANGE ORDER NO. 1	(\$7,611.10)
FINAL NET CONTRACT AMOUNT, PROPOSED:	\$381,193.40
ACTUAL FINAL CONTRACT AMOUNT AS CONSTRUCTED:	\$381,193.40
Less Previous Payments	\$362,133.73
FINAL PAYMENT DUE CONTRACTOR:	\$19,059.67

Dated this 18th day of September, 2023

/s/ Douglas E. Reese
Mayor

Attest:

/s/ Judy R. Thompson
City Clerk

RESOLUTION NO. 2023-148

A RESOLUTION ACCEPTING PROJECT NO. 1902-B AND AUTHORIZING FINAL PAYMENT.

Motion By: Ask Second By: O'Brien

IMPROVEMENT: Project No. 1902-B: East Side Drainage Improvements

CONTRACTOR: Riley Bros. Construction, Inc.

DATE OF CONTRACT:	August 3, 2020
BEGIN WORK:	September 15, 2020
COMPLETE WORK:	July 1, 2023
APPROVE, ENGINEERING DEPT:	August 22, 2023

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

1. The said City of Willmar Project No. 1902-B be herewith approved and accepted by the City of Willmar.
2. The following summary and final payment be approved:

ORIGINAL CONTRACT AMOUNT:	\$212,350.80
CHANGE ORDER NO. 1	(\$17,712.22)
FINAL NET CONTRACT AMOUNT, PROPOSED:	\$194,638.58
ACTUAL FINAL CONTRACT AMOUNT AS CONSTRUCTED:	\$194,638.58
Less Previous Payments	\$182,617.80
FINAL PAYMENT DUE CONTRACTOR:	\$12,020.78

Dated this 18th day of September, 2023

/s/ Douglas E. Reese
Mayor

Attest:

/s/ Judy R. Thompson
City Clerk

RESOLUTION NO. 2023-149

A RESOLUTION AWARDING THE PAVEMENT MAINTENANCE SERVICES PROJECT TO BARGEN, INC. IN THE AMOUNT OF \$87,480.

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 Bargaen, Inc. for Pavement Maintenance Services 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 \$87,480.

Dated this 18th day of September, 2023

/s/ Douglas E. Reese
Mayor

Attest:

/s/ Judy R. Thompson
City Clerk

RESOLUTION NO. 2023-150

A RESOLUTION THAT THE CITY OF WILLMAR WILL ACCEPT FUNDS FOR THE EQUITABLE COMMUNICATION PROJECT FOR THE PLANNING & DEVELOPMENT DEPARTMENT.

Motion By: Ask Second By: O'Brien

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 accept funds for Equitable Communications Project grant for the Planning & Development Department should it be awarded, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to execute a version thereof.

Dated this 18th day of September, 2023

/s/ Douglas E. Reese
MAYOR

ATTEST;

/s/ Judy R. Thompson
CITY CLERK

RESOLUTION NO. 2023-151

RESOLUTION AUTHORIZING REIMBURSEMENT FOR AGRICULTURAL LAND LEASE

Motion By: Ask Second By: Butterfield

BE IT RESOLVED by the City Council of the City of Willmar to reimburse Justin Boike for portions of Tract 2 and Tract 6 of Agricultural Land Leases in the amount of \$67,021.15 is accepted.

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

Dated this 18th day of September 2023

/s/ Douglas E. Reese
MAYOR

Attest:

/s/ Judy R. Thompson
CITY CLERK

RESOLUTION NO. 2023-152

A RESOLUTION SETTING THE PRELIMINARY LEVY FOR 2024.

Motion By: Asmus Second By: Davis

WHEREAS, that the Mayor of the City of Willmar submitted a preliminary levy request of \$10,574,586; and

BE IT RESOLVED, by the City Council of the City of Willmar, Kandiyohi County, Minnesota, that the following sums of money be preliminarily levied for the current year collectable in 2023 upon the taxable property in said City of Willmar for the following purposes:

General Fund	\$9,218,914
Street Improvements	\$800,672
City Hall Debt Service	\$555,000
Total Preliminary Levy	\$10,574,586

BE IT RESOLVED that there is sufficient sum of money in the Debt Service Funds of the City to pay principal and interest in 2024 on all outstanding bond issues, and the deferred annual tax levies previously certified to the County Auditor are hereby canceled;

BE IT FURTHER RESOLVED that a public hearing shall be scheduled for the 2024 proposed budget on December 4, 2023 on or after 6:30pm.

The City Clerk is hereby instructed to transmit a certified copy of this Resolution to the County Auditor of Kandiyohi County, Minnesota.

Dated this 18th day of September, 2023

/s/ Douglas E. Reese
Mayor

Attest:

/s/ Judy R. Thompson
City Clerk

RESOLUTION NO. 2023-153

**RESOLUTION APPROVING THE FINAL PAYMENT TO MARCUS CONSTRUCTION FOR THE INVEST IN
WILLMAR, EVENTS AND RECREATION CENTER PROJECT**

Motion By: Shuldes

Second By: Nelsen

BE IT RESOLVED by the City Council of the City of Willmar to approve the final payment to Marcus Construction, in the amount of \$128,325.52 for the Invest in Willmar, Events and Recreation Center Project.

Dated this 18th day of September 2023

/s/ Douglas E. Reese
MAYOR

ATTEST:

/s/ Judy R. Thompson
CITY CLERK

RESOLUTION NO. 2023-154

**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: Davis

Second By: Butterfield

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 \$11,024,120 of said cost, exclusive of the amount it may pay as a property owner, and the sum of \$3,258,260 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 October 16, 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 18th day of September, 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 16th day of October, 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 \$11,024,120 (not as a benefited property owner) and \$3,258,260 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 19th day of September, 2023

BY ORDER OF THE CITY COUNCIL

_____/s/ Judy Thompson_____
City Clerk

RESOLUTION NO. 2023-155

A RESOLUTION AWARDING THE TROTT AVENUE STORMWATER IMPROVEMENTS PROJECT TO SWENSON AND SONS CONSTRUCTION IN THE AMOUNT OF \$173,791.

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 bid of Swenson and Sons Construction of New London, MN for the Trott Avenue Stormwater Improvements Project is accepted contingent upon the execution of a permanent easement by Farm-Rite Equipment of Willmar, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidder for the terms and consideration of the contract in the amount of \$173,791.

Dated this 18th day of September, 2023

/s/ Douglas E. Reese
Mayor

Attest:

/s/ Judy R. Thompson
City Clerk

RESOLUTION NO. 2023-156
TROTT AVENUE STORMWATER IMPROVEMENTS AS-BID BUDGET
TOTAL COST \$270,311
*Budget Amounts are Essential

Motion By: Asmus Second By: Ask

Code

PERSONNEL SERVICES

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

TOTAL **\$0.00**

RECEIVABLES

Assessments Prop Owners \$0
Community Investment \$0
MSA \$0
MUC \$0
WTP \$0
LOST \$270,311

TOTAL **\$270,311**

SUPPLIES

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

TOTAL **\$0.00**

FINANCING

GENERAL \$0
LOST \$270,311
MSA \$0
WTP \$0
MUC \$0

TOTAL **\$270,311**

GRAND TOTAL **\$270,311**

Dated this 18th day of September, 2023

OTHER SERVICES

33* Travel-Conf.-Schools
34 Mtce. of Equipment
35 Mtce. of Structures
36* Mtce. of Other Impr. \$173,791
37 Subsistence of Persons
38 Cleaning & Waste Removal

/s/ Douglas E. Reese
Mayor

Attest:

39* Other Services	\$8,690	
TOTAL	\$182,481	<u>/s/ Judy R. Thompson</u> City Clerk

OTHER CHARGES

46* Prof. Serv.	\$87,830
49 Other Charges	\$0
TOTAL	\$87,830
GRAND TOTAL	\$270,311

RESOLUTION NO. 2023-156
TROTT AVENUE STORMWATER IMPROVEMENTS AS-BID BUDGET
TOTAL COST \$270,311

*Budget Amounts are Essential

Motion By: Asmus Second By: Ask

Code

PERSONNEL SERVICES

10* Salaries Reg. Employees	
11* Overtime Reg. Employees	
12* Salaries Temp. Employees	
13* Employer Pension Contr.	
14* Employer Ins. Contr.	
TOTAL	\$0.00

RECEIVABLES

Assessments Prop Owners	\$0
Community Investment	\$0
MSA	\$0
MUC	\$0
WTP	\$0
LOST	\$270,311

TOTAL \$270,311

SUPPLIES

20* Office Supplies	
21* Small Tools	
22* Motor Fuels & Lubricants	
23* Postage	
24 Mtce. of Equipment	
25 Mtce. of Structures	
26 Mtce. of Other Improvements	
27 Subsistence of Persons	
28 Cleaning & Waste Removal	
29* General Supplies	
TOTAL	\$0.00

FINANCING

GENERAL	\$0
LOST	\$270,311
MSA	\$0
WTP	\$0
MUC	\$0

TOTAL \$270,311

GRAND TOTAL \$270,311

Dated this 18th day of September, 2023

OTHER SERVICES

33* Travel-Conf.-Schools	
34 Mtce. of Equipment	
35 Mtce. of Structures	
36* Mtce. of Other Impr.	\$173,791
37 Subsistence of Persons	
38 Cleaning & Waste Removal	
39* Other Services	\$8,690
TOTAL	\$182,481

/s/ Douglas E. Reese
Mayor

Attest:

/s/ Judy R. Thompson
City Clerk

OTHER CHARGES

46* Prof. Serv.	\$87,830
49 Other Charges	\$0
TOTAL	\$87,830
GRAND TOTAL	\$270,311

RESOLUTION NO. 2023-157

RESOLUTION APPROVING CERTIFICATION OF AGRICULTURAL USE FOR TEMPORARY EXEMPTION/SUBSEQUENT DEFERMENT OF SPECIAL ASSESSMENTS

Motion By: Fagerlie Second By: Nelsen

WHEREAS, the City Council of the City of Willmar, Minnesota, did order the installation of certain street and other improvements made under Projects No. 0501 and 8606.

WHEREAS, Section W of the City of Willmar Comprehensive Assessment Policy allows the City to temporarily exempt from assessments certain lands currently used for agriculture purposes; and

WHEREAS, certain property owners have made application to the City for delayed payment of taxes on special assessments and have met the criteria contained in the Comprehensive Assessment Policy for said deferment;

NOW, THEREFORE, BE IT RESOLVED by the Willmar City Council that special assessments as hereinafter designated be certified to the County and deferred until such property is developed or upon approval of the final plat, and that interest that accrues on the outstanding deferred assessment amounts during the period of deferment shall not be collected until the period of deferment expires.

BE IT FURTHER RESOLVED that upon development or plat approval that tapping fee shall be based on the project year bid price per front foot or unit, or on the current year costs at the time of connection/platting, whichever is greater:

- | | | | |
|----|---|-----------------------------|-------------|
| 1. | James & Jennifer Larson
3352 1 st Street N
Willmar, MN | 95-903-0010
Project 0501 | \$93,012.00 |
|----|---|-----------------------------|-------------|

Section 3, Township 119, Range 35

Southeast Quarter of Southwest Quarter and Southwest Quarter of Southwest Quarter except the Southerly 350 feet of the Westerly 233 feet of Southwest Quarter of Southwest Quarter and except parts platted as Northwood Estates and Northwood Estates Second Addition; and also except that permanent utility easement described as follows: That part of the Southwest Quarter of the Southwest Quarter described as follows: Commencing at Southwest Corner of said Southwest Quarter of the Southwest Quarter, Thence East 844.61 feet, Thence North 108.96 feet to North right-of-way line of North Shore Way, said point being point of beginning of tract herein described, Thence Northwesterly 50 feet, Thence Northeasterly 100 feet, Thence Southeasterly 50 feet to North right-of-way line of North Shore Way, Thence Southwesterly 100 feet to point of beginning. (64.13 acres)

- | | | | |
|----|---|---------------------------------------|-------------|
| 2. | J & C Enterprises of Central MN
c/o Stephen Jennings
PO Box 639
Richmond, MN | Hidden Valley Estates
Project 8606 | \$17,869.51 |
|----|---|---------------------------------------|-------------|

95-308-0010 Sect-08 TWP -119 Rang-35 Lot-001 Blk-001

95-308-0020 Sect-08 TWP -119 Rang-35 Lot-002 Blk-001
 95-308-0030 Sect-08 TWP -119 Rang-35 Lot-003 Blk-001
 95-308-0040 Sect-08 TWP -119 Rang-35 Lot-004 Blk-001
 95-308-0050 Sect-08 TWP -119 Rang-35 Lot-005 Blk-001
 95-308-0060 Sect-08 TWP -119 Rang-35 Lot-006 Blk-001
 95-308-0070 Sect-08 TWP -119 Rang-35 Lot-007 Blk-001
 95-308-0080 Sect-08 TWP -119 Rang-35 Lot-008 Blk-001
 95-308-0090 Sect-08 TWP -119 Rang-35 Lot-009 Blk-001
 95-308-0100 Sect-08 TWP -119 Rang-35 Lot-010 Blk-001
 95-308-0110 Sect-08 TWP -119 Rang-35 Lot-011 Blk-001
 95-308-0120 Sect-08 TWP -119 Rang-35 Lot-012 Blk-001
 95-308-0130 Sect-08 TWP -119 Rang-35 Lot-013 Blk-001
 95-308-0140 Sect-08 TWP -119 Rang-35 Lot-014 Blk-001
 95-308-0150 Sect-08 TWP -119 Rang-35 Lot-015 Blk-001
 95-308-0160 Sect-08 TWP -119 Rang-35 Lot-016 Blk-001
 95-308-0170 Sect-08 TWP -119 Rang-35 Lot-017 Blk-001
 95-308-0200 Sect-08 TWP -119 Rang-35 Lot-001 Blk-002
 95-308-0210 Sect-08 TWP -119 Rang-35 Lot-002 Blk-002
 95-308-0220 Sect-08 TWP -119 Rang-35 Lot-003 Blk-002
 95-308-0230 Sect-08 TWP -119 Rang-35 Lot-004 Blk-002
 95-308-0300 Sect-08 TWP -119 Rang-35 Lot-001 Blk-003
 95-308-0310 Sect-08 TWP -119 Rang-35 Lot-002 Blk-003
 95-308-0320 Sect-08 TWP -119 Rang-35 Lot-003 Blk-003
 95-308-0330 Sect-08 TWP -119 Rang-35 Lot-004 Blk-003
 95-308-0340 Sect-08 TWP -119 Rang-35 Lot-005 Blk-003
 95-308-0350 Sect-08 TWP -119 Rang-35 Lot-006 Blk-003
 95-308-0360 Sect-08 TWP -119 Rang-35 Lot-007 Blk-003
 95-308-0370 Sect-08 TWP -119 Rang-35 Lot-008 Blk-003
 95-308-0380 Sect-08 TWP -119 Rang-35 Lot-009 Blk-003
 95-308-0390 Sect-08 TWP -119 Rang-35 Lot-010 Blk-003
 95-308-0400 Sect-08 TWP -119 Rang-35 Lot-001 Blk-004
 95-308-0410 Sect-08 TWP -119 Rang-35 Lot-002 Blk-004
 95-308-0420 Sect-08 TWP -119 Rang-35 Lot-003 Blk-004
 95-308-0430 Sect-08 TWP -119 Rang-35 Lot-004 Blk-004
 95-308-0500 Sect-08 TWP -119 Rang-35 Lot-001 Blk-005
 95-308-0510 Sect-08 TWP -119 Rang-35 Lot-002 Blk-005
 95-308-0520 Sect-08 TWP -119 Rang-35 Lot-003 Blk-005
 95-308-0530 Sect-08 TWP -119 Rang-35 Lot-004 Blk-005
 95-308-0540 Sect-08 TWP -119 Rang-35 Lot-005 Blk-005
 95-308-0550 Sect-08 TWP -119 Rang-35 Lot-006 Blk-005

Dated this 18th day of September 2023.

/s/ Douglas E. Reese
 Mayor

Attest:

/s/ Judy R. Thompson
 City Clerk

RESOLUTION NO. 2023-158

**A RESOLUTION THAT THE CITY OF WILLMAR WILL ANNEX PARCELS 33-280-0010 & 33-280-0020 VIA
A JOINT ORDERLY ANNEXATION AGREEMENT.**

Motion By: Fagerlie

Second By: Davis

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the City of Willmar will annex parcels 33-280-0010 & 33-280-0020 via a joint orderly annexation agreement, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to execute a version thereof.

Dated this 18th day of September, 2023

/s/ Douglas E. Reese
MAYOR

Attest:

/s/ Judy R. Thompson
CITY CLERK

WILLMAR CITY COUNCIL SPECIAL MEETING
MEETING ROOM
WILLMAR CIVIC CENTER
WILLMAR MINNESOTA

September 25, 2023
6:30 p.m.

The Special Meeting of the Willmar City Council was called to order by Mayor Douglas Reese. Members present on a roll call were Mayor Douglas Reese, Council Members Audrey Nelsen, Vicki Davis, Carl Shuldes, Michael O'Brien, Julie Asmus, and Rick Fagerlie. Present 7, Absent 2. Council Members Justin Ask and Thomas Butterfield were excused from the meeting.

Also present were City Administrator Leslie Valiant, City Operations Director Kyle Box, Police Chief Jim Felt, Finance Director Tom Odens, City Clerk Judy Thompson and Flaherty and Hood, P.A. Attorney Robert Kringler.

There were no additions or deletions to the agenda.

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

Mayor Reese reviewed the consent agenda.

~~A. — Contract Between City of Willmar and Willmar Supervisor Unit~~

Council Member Fagerlie offered a motion to approve the consent agenda. Council Member Nelsen asked to have Item A. removed for discussion.

Council Member Nelsen asked for clarification of changes made to the contract. City Administrator Valiant reviewed the changes.

Following clarification, Council Member O'Brien seconded the motion to approve the consent agenda, as presented, which carried unanimously.

Attorney Kringler and Police Chief Felt presented a request to approve the school resource officers suspension agreement and provided the pertinent information. It was noted the current contract will expire December 19, 2023.

Following discussion, Council Member Nelsen offered a motion to approve the school resource officers suspension agreement, and direct City Administration and Chief Felt to begin working with the school on a new contract prior to the expiration of the current contract on December 19, 2023. Council Member Asmus seconded the motion, which carried on a roll call vote of Ayes 6, Noes 0.

The meeting adjourned at 7:03 p.m. upon motion by Council Member Shuldes, seconded by Council Member Asmus.

Respectfully submitted,



Judy R. Thompson
City Clerk



City Council Action Request

Council Meeting Date:	October 2, 2023	Agenda Item Number:	5.C.
Agenda Section:	Consent Items	Originating Department:	Planning and Development
Resolution:	No	Prepared By:	Justice Walker, Planning and Development Director
Ordinance:	No	Presented By:	Leslie Valiant, City Administrator
Item:	Planning Commission Minutes of September 20, 2023		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. 09.20 AAgenda
2. TH 12 exhibit
3. Visuals
4. 09-20 Minutes

CITY OF WILLMAR
PLANNING COMMISSION MEETING
6:30 P.M. ON WEDNESDAY, SEPTEMBER 20th, 2023.
CONFERENCE ROOM #1
WILLMAR CITY HALL

Chair: Jonathan Marchand

Vice Chair: Kelsey Vosika

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

AGENDA

1. Meeting Called to Order
2. Minutes from September 6th meeting
3. Hendrickx Addition - Major Subdivision, Public Hearing
4. Miscellany
5. Adjourn

1. MEETING CALLED TO ORDER.

2. MINUTES FROM SEPTEMBER 6th MEETING.

3. HENDRICKX SUBDIVISION - PRELIMINARY AND FINAL PLAT / PUBLIC HEARING - FILE 23-07.

Overview:

- Marcus Ross is requesting a subdivision for the parcels 95-182-2250 and 95-498-0010
- This is a major subdivision to join two existing lots. Total area: 0.95 acre.
- It is located in the new General Business 3 District.
- Subdivision may dedicate park fee for the City of Willmar.

Comments:

MnDOT: Regarding the prelim/final plat for Ross Marcus, MnDOT District 8 has the following comments:

- Access to TH 12 must be within the controlled access openings for 21st St. SE and 23rd St. SE (see attached PDF).
- A change of use/access permit is required, please work with Jeff Illies (jeff.illes@state.mn.us) in the permit office.
- Nothing can be on or overhang into state highway right of way.
- No net increase of water may come from r/w from site/parcels.

WPD: From the WPD aspect, the only area of concern would be for left turning traffic (eastbound vehicles turning into their lot or 20th St) since it's a two-lane roadway. Otherwise, it would be great to have development in that area. (08/31/23)

Fire Department: No comments at this time Depending what is being built, additional fire hydrants maybe be needed. (08/31/23)

Electric: This one will be like a fresh start for us with only 3 phases overhead for electric along Hwy 12, we would need easements all the way around the property to come in with underground to feed it. (08/31/23)

Water System: They have no issues with the plat as presented at this time. (09/01/23)

Engineering: They have reviewed the Preliminary Plat and Final Plat and have the following comments:

1. The proposed plat shall be reviewed by MnDOT.
 2. Verification that all drainage and utility easements under the proposed parcel have been vacated shall be provided or, the easements shall be vacated.
 3. The Preliminary Plat shall include the underlying plat boundaries, Marcus Highway 12 Development Plat, from which the proposed lot is being subdivided.
 4. Access/roadway frontage and utility services for the parcels outside of the proposed Hendrickx Addition shall be considered and identified on the preliminary plat.
 5. The Preliminary Plat shall be signed by a Land Surveyor licensed in the State of Minnesota.
 6. The Final Plat shall include the underlying plat boundaries, Marcus Highway 12 Development Plat, from which the proposed lot is being subdivided.
 7. The applicant shall submit a wetland delineation or provide verification that no wetlands exist on the property to be platted.
- They recommend that the Preliminary and Final Plats be revised to incorporate the above-mentioned comments and be re-submitted for review.

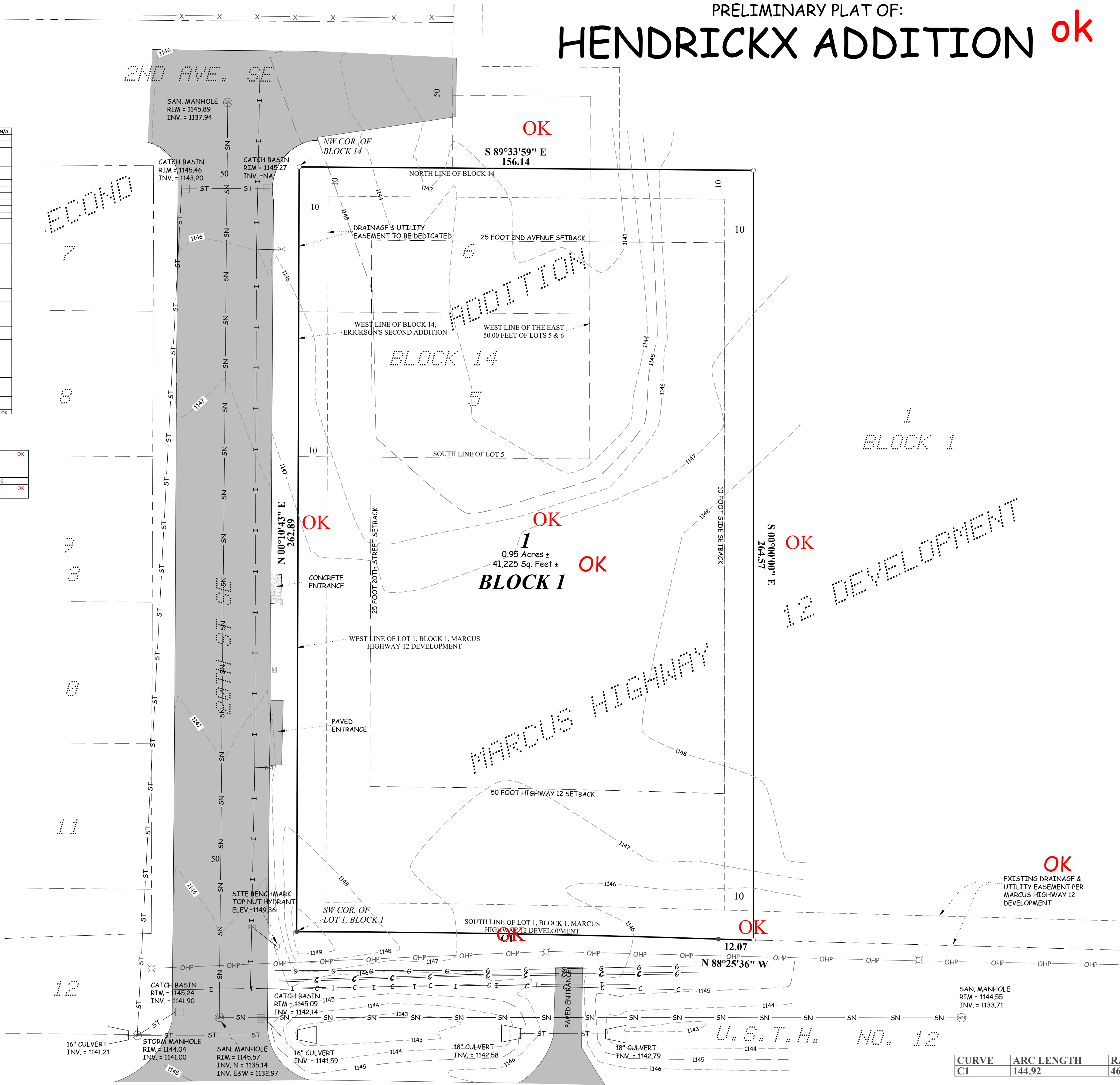
4. Miscellaneous

5. Adjourn



DATA REQUIRED FOR PRELIMINARY PLATS (SECTION 14-107)		
FILING		Provided
Application, fees, 8 small and 1 digital Preliminary plat or 3 large, 5 small and 1 digital	IDENTIFICATION AND DESCRIPTION	OK
Proposed name of subdivision (check for duplicated names)	OK	
Location by section, township and range or by other legal description and a survey prepared and certified by a surveyor	OK	
Names and addresses of the owner and subdivider having control of the lands included in the minor or major subdivision, the designer of the plat, and the surveyor	OK	
Graphic scale, not less than one inch to one hundred feet	OK	
North point	OK	
Date of preparation	OK	
EXISTING CONDITIONS		
Boundary line survey, distances and angles, certified by licensed surveyor	OK	
Total acreage in the subdivision computed to one hundredth of an acre	OK	
Location, widths, and names of existing or planned streets or other public ways, and other public open spaces, permanent buildings and structures, easements, and section and corporate lines within the tract and to a distance of one hundred feet beyond the tract	OK	
If it is a re-arrangement or a replat of any former plat, the lot and block arrangement of the original plat along with its original name shall be indicated by dotted or dashed lines. Any revised or vacated roadways of the original plat shall be indicated.	OK	
For major subdivision only, the location and size of existing paved streets, railroads, sewers, water mains, quarried gravel pits, culverts, or other underground facilities within the tract. Also such data as grades, invert elevations and location of catch basins, manholes and hydrants.	OK	
Boundary lines of adjoining platted or unplatted land within one hundred feet of the tract	OK	
Topography at contour intervals not greater than 2ft, water courses, marshes, rock outcrops, Ordinary High Water level (OHW) on water bodies that the DNR has determined and elevation, and other significant features superimposed on the preliminary plat.	OK	
Any additional information as requested by the Zoning Administrator		
PROPOSED DEVELOPMENT DESIGN		
For majors only, the layout of proposed streets, showing right-of-way widths and proposed names of streets. The name of any street similar to or heretofore used in the City of Willmar shall not be permitted unless the proposed street is an extension of an already named one in which even the names all be used. All street names shall be subject to the approval of the PC.	OK	
Location and widths of alleys, pedestrian ways, and utility and drainage easements.	OK	
For majors only, the proposed center line grades of all new streets, and alleys, if any. A complete set of profiles showing both existing and proposed grade lines shall be provided, if deemed necessary by the City Engineer.	OK	
Layout, number, approximate dimensions, and size of lots and the number of each block, all of which shall be clearly shown	OK	
I survey of building envelopes for lots	OK	

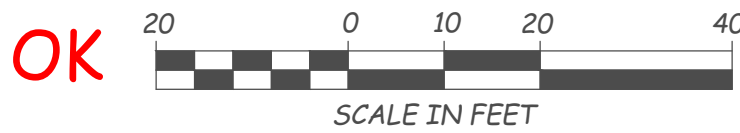
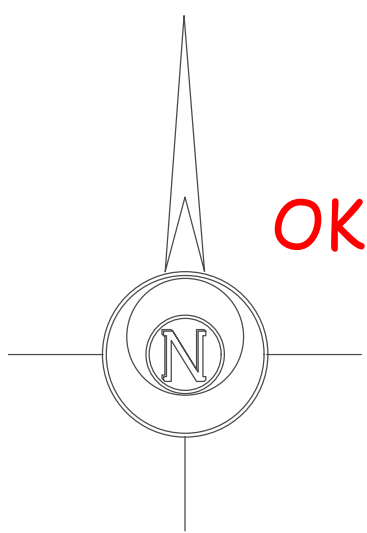
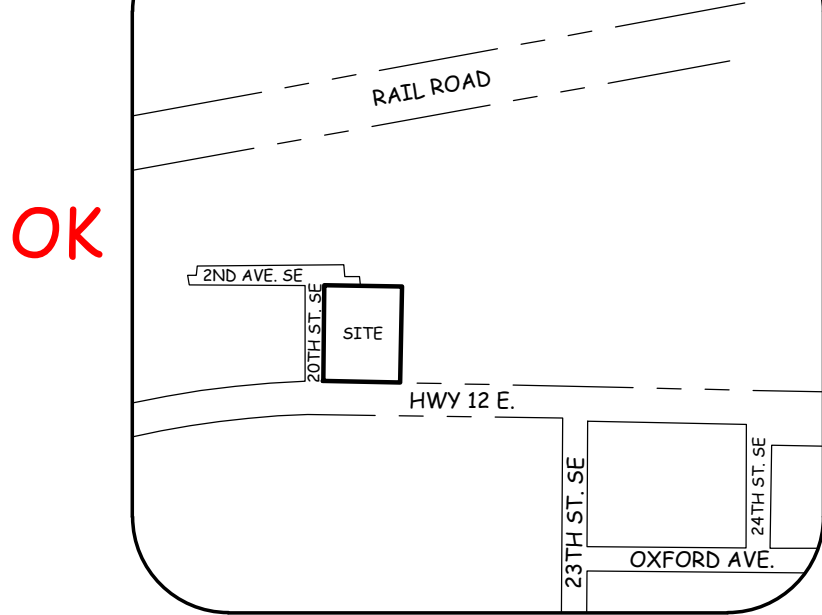
Location and size of the proposed parks, playgrounds, churches, or school sites or other special uses of land to be considered for the dedication to public use, or to be reserved by deed or covenant for the use of all property owners in the subdivision and any conditions of such dedication or reservation	OK
A vicinity sketch to show the relation of the plat to its surroundings.	OK
Any additional information as requested by the Zoning Administrator.	OK



LEGAL DESCRIPTION

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 a 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.

VICINITY SKETCH



Legend

- INDICATES IRON MONUMENT PLACED
- INDICATES IRON MONUMENT FOUND
- INDICATES CATCH BASIN
- INDICATES WATER VALVE
- INDICATES HYDRANT
- INDICATES STORM MANHOLE
- INDICATES SANITARY MANHOLE
- INDICATES CABLE PEDESTAL
- INDICATES POWER POLE
- INDICATES FENCE LINE
- INDICATES STORM SEWER LINE
- INDICATES SANITARY SEWER LINE
- INDICATES UNDERGROUND WATER
- INDICATES OVERHEAD POWER
- INDICATES UNDER GROUND CABLE
- INDICATES UNDER GROUND GAS

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	144.92	4680.29	1°46'27"	S 88°59'54" E	144.92

NOTE: THIS SURVEY IS INTENDED ONLY FOR THE BENEFIT OF THE PARTY TO WHOM IT WAS PREPARED FOR AND SHOULD NOT BE RELIED UPON BY ANY OTHER PARTY OR FOR ANY OTHER PURPOSE. UNAUTHORIZED REPRODUCTION OF THIS DOCUMENT IS PROHIBITED.

1004 2nd ST. SE
WILLMAR, MN 56201
PH. 320-235-4012

340 CHAPEL HILL RD.
COLD SPRING, MN 56320
PH. 320-685-5905

1250 HWY 15 SOUTH
HUTCHINSON, MN 55350
PH. 320-234-1223

PRELIMINARY PLAT PREPARED BY:
O'MALLEY & KRON
LAND SURVEYORS, INC.

I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DUTY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

BENJAMIN C. O'MALLEY
MINNESOTA REGISTRATION NO. 42300
DATE: 07-18-2023

ANY COPY OF THIS DRAWING THAT IS NOT SIGNED BY THE SURVEYOR WHO PREPARED IT SHALL BE DEEMED TO BE A PRELIMINARY COPY.

SHEET 1 OF 1

PRELIMINARY PLAT PREPARED FOR:

2580 HWY 12 E
WILLMAR, MN 56201

MARCUS CONSTRUCTION

JOB NO: 2023-368
FILE NAME: 2023-368

LOCATION: 12-119-35 - KANDIYOHI COUNTY, MN

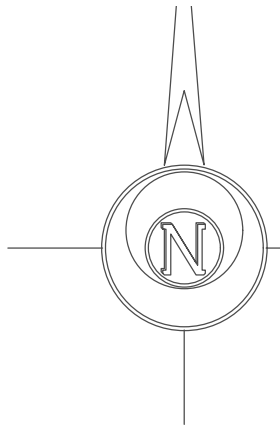
O'MALLEY & KRON LAND SURVEYORS, INC.
1004 2ND ST. SE
WILLMAR, MN 56201
PH. 320-235-9492

HENDRICKX ADDITION

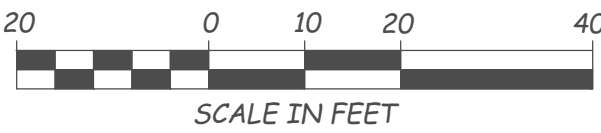
2ND AVE. SE

DATA REQUIRED FOR FINAL PLATS (SECTION 14-108)		
FILING	Provided	N/A
Submit a final plat to the Zoning Administrator together with any other information as the Zoning Administrator shall require to review the proposed final plat. Three (3) large (22" x 34"), one (1) small (11" x 17"), and one (1) digital copy of the final plat for any proposed major subdivision or one (1) digital copy of the proposed minor subdivision or consolidated major subdivision shall be filed with the Zoning Administrator. Every final plat shall contain the required data set forth in this section.	OK	
REQUIRED DATA.		
The final plat prepared for recording purposes shall be prepared in accordance with provisions of Minnesota State Statutes and applicable municipal ordinances.	OK	
Name of subdivision, which shall not duplicate or too closely approximate the name of any plat recorded in the County.	OK	
Location by section, township, range, county and state, and including descriptive boundaries of the subdivision.	OK	
The location of existing and placed monuments installed after the completion of site grading shall be shown and described on the final plat. Locations of such monuments shall be shown in reference to existing official monuments, including true angles and distances to such reference points or monuments. Permanent plat monuments shall be placed at each corner of every block or portion of a block, points of curvature and points of tangency on street lines, and at each angle point on the boundary of the subdivision. Plat monuments shall be durable magnetic markers. In situations where conditions prohibit the placing of markers in the locations prescribed above, offset markers will be permitted.	OK	
Location of lots, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and decimals of feet, with the length of radii and/or arcs of all curves, and with all other information necessary to reproduce the plat on the ground. Dimensions shall be shown from all angle points and points of curve to lot lines.	OK	
Lots and blocks shall be numbered clearly.	OK	
The exact locations, widths, and names of all streets to be dedicated.	OK	
Location and width of all easements to be dedicated.	OK	
Boundary lines and description of boundary lines of any areas other than streets and alleys which are to be dedicated or reserved for public use.	OK	
Name and address of developer and surveyor making the plat.	OK	
Graphic scale on plat ("Scale in Feet"), date and north point.	OK	
Statement dedicating all easements.	OK	
Statement dedicating all streets, alleys and other public areas not previously dedicated.	OK	
REQUIRED CERTIFICATION	OK	
Notarized certification by owner, and by any mortgage holder of record, of the adoption of the plat and streets/easements not heretofore dedicated to public use are hereby so dedicated.	OK	

Notarized certification by registered land surveyor, to the effect that the plat represents a survey made by him and that monuments and markers shown therein exist as located and that all dimensional and geodetic details are correct.	OK
Certification showing that all taxes and special assessments due on the property have been paid in full.	OK
Space for certificates of approval to be filled in by the signatures of the Chairman and Secretary of the Planning Commission, the Mayor, City Clerk, and City Engineer. The form of approval by the Planning Commission as in page 18 Sec14-108.	OK
SUPPLEMENTARY DOCUMENTS AND INFORMATION	
If the infrastructure within a new subdivision is being constructed privately, a complete set of construction plans for roadways, watermain, sewermain, storm drainage facilities, and over lot drainage for all right-of-ways to be dedicated to the City shall be submitted to and approved by the City prior to development.	
One (1) permanent bench mark shall be installed and established on the property for each twenty (20) acres of development or fraction thereof. The onsite bench mark shall be a durable metal monument, referenced to existing MNDOT Geodetic control 19 network monuments and on the North American Vertical Datum of 1988 (NAVD 88).	
Copies of restrictive covenants, easements, and declarations affecting the subdivision or any part thereof.	
An executed Developers Agreement, where applicable.	

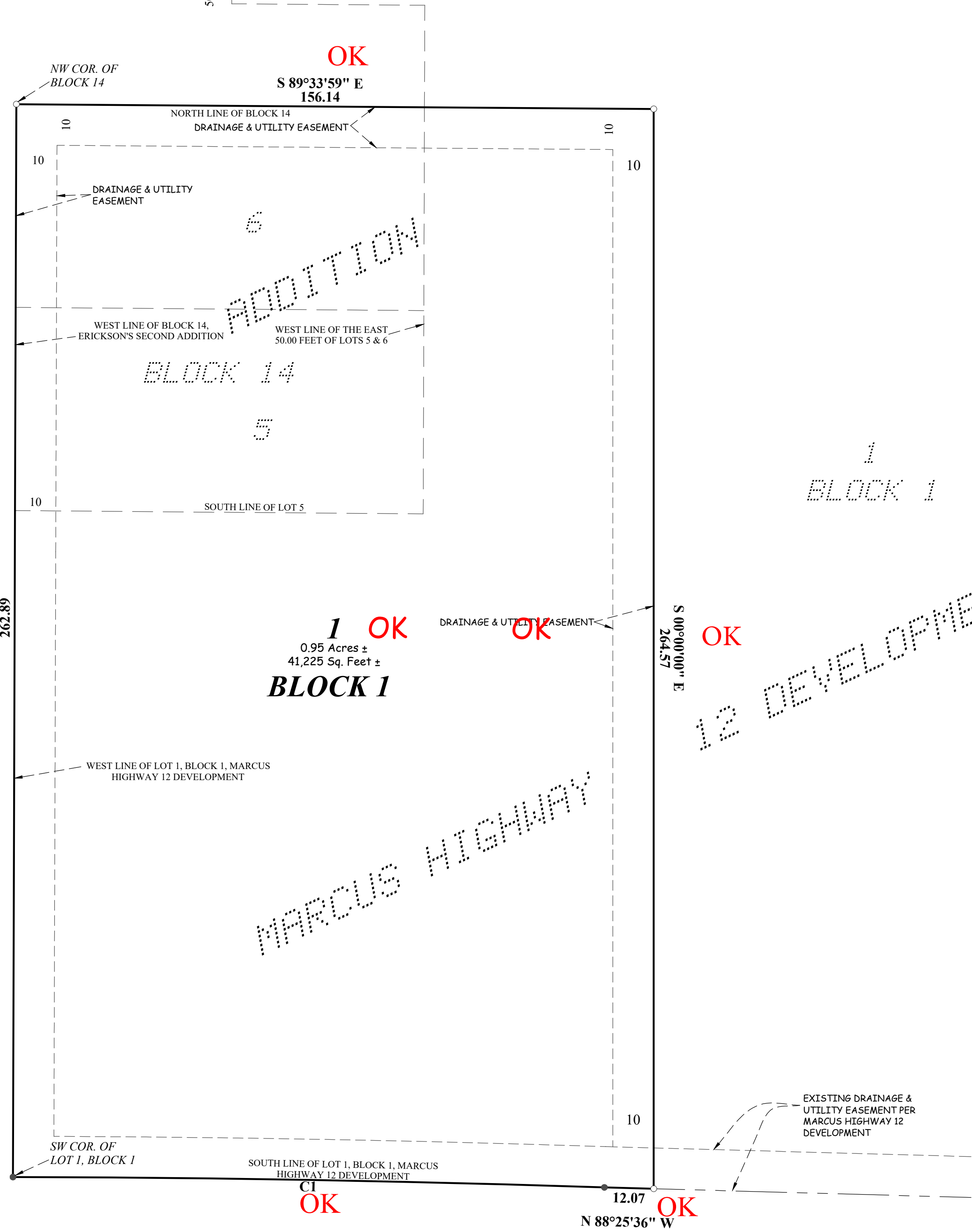


ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE WEST LINE OF LOT 1, BLOCK 1, MARCUS HIGHWAY 12 DEVELOPMENT HAVING AN ASSUMED BEARING OF N 00°10'43" E



Legend

- INDICATES IRON MONUMENT FOUND
- INDICATES IRON MONUMENT PLACED WITH REGISTRATION NO. 42300 INSERTED THEREIN



KNOW ALL MEN BY THESE PRESENTS: that Marcus Real Estate and Investments, LLC, a Minnesota limited liability corporation, owner and proprietor of the following described property, situated in the City of Willmar, County of Kandiyohi, State of Minnesota, described as follows, to-wit:

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 a 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.

Has caused the same to be surveyed and platted and hereafter known as HENDRICKX ADDITION and does hereby dedicate to the public for public use the easements as shown on this plat for utility purposes only.

In witness whereof said Marcus Real Estate and Investments, LLC, a Minnesota limited liability corporation, has hereunto set its hand this ____ day of _____, 20__.

Ross Marcus
Chief Executive Officer

STATE OF _____)
COUNTY OF _____) SS
This instrument was acknowledged before me on the ____ day of _____, 20__, by Ross Marcus, Chief Executive Officer of Marcus Real Estate and Investments, LLC, a Minnesota limited liability corporation.

(Notary Signature) (Notary Printed Name)

Notary Public Kandiyohi County, State of Minnesota
My Commission Expires: _____

I, Benjamin C. O'Malley, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01 Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.
Dated this ____ day of _____, 20__.

Benjamin C. O'Malley, Licensed Land Surveyor
Minnesota Registration No. 42300

STATE OF MINNESOTA)
COUNTY OF _____) SS
This instrument was acknowledged before me on the ____ day of _____, 20__, by Benjamin C. O'Malley, Licensed Land Surveyor, Minnesota Registration No. 42300.

(Notary Signature) (Notary Printed Name)

Notary Public Kandiyohi County, State of Minnesota
My Commission Expires: _____

I, hereby certify that the proper evidence of title has been presented to me and that all parties with an interest in said property have been included in the execution of the above instrument. Dated this ____ day of _____, 20__.

ATTORNEY

Approved by the Planning Commission of the City of Willmar, Kandiyohi County, Minnesota, this ____ day of _____, 20__.

CHAIRMAN CLERK

Approved by the City Council of the City of Willmar, Kandiyohi County, Minnesota, this ____ day of _____, 20__.

MAYOR CLERK

Approved this ____ day of _____, 20__.

ENGINEER, CITY OF WILLMAR

I, hereby certify that all taxes are paid for the year ____ for the land herein described.

KANDIYOHI COUNTY TREASURER

No delinquent taxes and transfer entered this ____ day of _____, 20__.

KANDIYOHI COUNTY AUDITOR

I, hereby certify that the within instrument was filed in this office for record on the ____ day of _____, 20__, at o'clock __.M. and was duly recorded as Folder No. _____; and as Document No. _____.

KANDIYOHI COUNTY RECORDER

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	144.92	4680.29	1°46'27"	S 88°59'54" E	144.92

U.S.T.H. NO. 12

**WILLMAR PLANNING COMMISSION
WEDNESDAY, SEPTEMBER 20th, 2023
515 2nd STREET SW, CONFERENCE ROOM 1
MINUTES**

1. The Willmar Planning Commission met on Wednesday, September 20th, 2023, at 6:30pm at the City Hall.

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

Members Absent: Chair Jonathan Marchand and Vice Chair Kelsey Vosika.

Others Present: Director Justice Walker, City Planner Guilherme Motta, Leslie Valiant and Jennifer Kotila.

Commissioner Dresler called for order at 6:32pm and started with the minutes from September 04th review. Commissioner Dresler asked if there were any questions regarding the minutes. No questions were asked. Commissioner Buzzeo motioned to approve the minutes and Commissioner Holwerda seconded. Commissioner Fils-Aime voted aye, Commissioner Holwerda voted aye, Commissioner Buzzeo voted aye, and Commissioner Dresler voted aye. The motion was approved.

Commissioner Dresler asked if there were any changes on the agenda. Director Walker said he would like to propose something regarding goats on miscellany and Administrator Valiant commented about changing the date for the next meeting from 4th to 5th October.

2. HENDRICKX SUBDIVISION – PRELIMINARY AND FINAL PLAT / PUBLIC HEARING – FILE 23-07.

Director Walker overviewed the project according to agenda. He said the project needed to be sent to MnDot for comments and it is a major subdivision because it abuts Highway 12.

Public Hearing was opened at 6:40.

Commissioner Dresler and Director Walker asked if any comments from public. No one was present to comment.

Public Hearing was closed at 6:41.

Commissioner Dresler asked for questions from the commission. Buzzeo asked if it is a combination of lots. Mrs. Valiant asked the Commissioner Dresler if the 20th St would develop to north and he responded yes. Commissioner Buzzeo asked what the proposed development is, and commissioner Dresler responded it is commercial.

Staff recommended in favor of the approval for major subdivision.

Commissioner Holwerda motioned to approve the major subdivision; Commissioner Fils-Aime seconded. Commissioner Fils-Aime voted aye, Commissioner Holwerda voted aye, Commissioner Dresler voted aye, and Commissioner Buzzeo voted aye. The motion was approved.

3. MISCELLANY

- a.** Director Walker told the Commission people are requesting to use goats for landscaping control in the city. He said they would like to know if it would be possible to display a license on site similar to a building permit. Commissioner Holwerda asked for how long would this be permitted and how many goats would be permitted. Commissioner Fils-Aime asked for location. Commissioner Dresler said they would come for a service and then leave the place and asked if the city has any rules regarding it. Director Walker said it would be allowed on Agricultural District. Commissioner Fils-Aime asked if neighbors are against it. Commissioner Holwerda said it is something for Agricultural and Industrial districts. Director Walker said it would be necessary a temporary fence on properties. Commissioner Dresler said it would be necessary standards if it is a temporary permit. Commissioner Buzzeo suggested permits for 24 hours. The Planning Commission indicated that they would be open to exploring an ordinance change to permit goats with certain performance standards.
- b.** Commissioner Dresler asked if any other miscellany. Director Walker said he appreciated the experience with the Planning Commission because he is leaving his current job. City Planner Motta also thanked the Commission for the experience on the position. Commissioner Dresler thanked both and desired success for the new positions. Mrs. Valiant appreciated the work of both.

4. ADJOURN

Commissioner Buzzeo motioned to adjourn at 6:55pm. It was seconded by Commissioner Holwerda. All members present aye. The motion carried. With no further business, the meeting was adjourned.

Minutes presented by City Planner Guilherme Motta

WILLMAR MUNICIPAL UTILITIES COMMISSION
MEETING MINUTES – SEPTEMBER 25, 2023
11:45 AM – WMU AUDITORIUM

The Municipal Utilities Commission (MUC) met in its regular scheduled meeting on Monday, September 25, 2023, at 11:45 am in the WMU Auditorium with the following Commissioners present: Bruce DeBlieck, Shawn Mueske, Carol Laumer, John Kennedy, Patricia Elizondo, and Terrill Sieck. Absent was Commissioner Dave Baumgart.

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

The meeting opened by reciting the Pledge of Allegiance. Commission President DeBlieck continued by appointing Commissioner Mueske 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 Laumer seconded.

RESOLUTION NO. 29

"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. 20231303 to No. 20231394 and associated wire transfers inclusive in the amount of \$3,040,943.41.

Dated this 25th day of September, 2023.

President

Attest:

Acting Secretary

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

Commissioner DeBlieck informed the Commission that Willmar Municipal Utilities will be commemorating Public Power Week, October 1-7, along with more than 2,000 other community-owned, not-for-profit electric utilities that provide electricity in the United States. Public power puts the people of Willmar first, and Public Power Week gives us the chance to emphasize the advantages of locally owned power to our citizens and remind them of the reliable and safe services WMU provides. Commissioner DeBlieck recited the proposed resolution and requested approval of the resolution designating Public Power Week. Commissioner Laumer offered a motion to amend the proposed verbiage. Commissioner Mueske seconded the motion which carried by a vote of six ayes and zero nays.

Following approval of the revised verbiage, Commissioner Laumer offered a resolution to approve the amended resolution designating October 1-7, 2023, as Public Power Week. Commissioner Elizondo seconded.

RESOLUTION NO. 30

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

Commissioner DeBlieck requested the Commission to conduct a Public Hearing to proceed with the rate ordinance amendment process. Following discussion on the narrative and process involved, Commissioner Mueske offered a motion to set a Public Hearing in conjunction with the regular MUC meeting on Monday, October 9th at 11:50 am. Commissioner Kennedy seconded the motion which carried by a vote of six ayes and zero nays.

General Manager Harren informed the Commission that Staff and IBEW #160 reps met on September 20th and reached a tentative agreement and that a Labor Committee meeting will be scheduled to review the proposed union contract. In addition to this meeting, WMU Labor and Planning Committees meetings 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.

Commissioner DeBlieck reminded Commissioners of upcoming events/dates to note:

- WMU Office lobby will be closed October 9th & 10th to allow for Staff training (software conversation).
- Renville-Sibley new facility tour (Danube): Tuesday, October 24th @ 1:00 pm
- MRES Area Meeting (Alexandria): Wednesday, October 25th @ 9:00 am

There being no further business to come before the Commission, Commissioner Mueske offered a motion to adjourn. Commissioner Kennedy seconded the motion which carried by a vote of six ayes and zero nays, and the meeting was adjourned at 12:05 pm.

Respectfully Submitted,

WILLMAR MUNICIPAL UTILITIES

Beth Mattheisen, Executive Secretary

ATTEST:

Shawn Mueske, Acting Secretary

RESOLUTION NO. 30

**2023 PUBLIC POWER WEEK
IN APPRECIATION OF WILLMAR MUNICIPAL UTILITIES,
OUR HOMETOWN ELECTRIC UTILITY**

WHEREAS, we, the citizens of Willmar, place high value on local control over community services and therefore have chosen to operate a community-owned, locally controlled, not-for-profit electric utility and, as consumers and owners of our electric utility, have a direct say in utility operations and policies;

WHEREAS, Willmar Municipal Utilities provides our homes, businesses, schools, social services, and local government agencies with reliable, efficient, and cost-effective electricity employing sound business practices designed to ensure the best possible service at not-for-profit rates;

WHEREAS, Willmar Municipal Utilities is a valuable community asset that contributes to the well-being of local citizens through energy efficiency, customer service, environmental protection, economic development, and safety awareness;

WHEREAS, Willmar Municipal Utilities is a dependable and trustworthy institution whose local operation provides many consumer protections and continues to make our community a better place to live and work, and contributes to protecting the global environment;

NOW, THEREFORE BE IT RESOLVED: that Willmar Municipal Utilities will continue to work to bring cost-effective, safe, reliable electricity to community homes and businesses just as it has since 1891, the year when the utility was created to serve all the citizens of Willmar;

BE IT FURTHER RESOLVED: that the week of October 1-7 be designated Public Power Week to recognize Willmar Municipal Utilities for its contributions to the community and to educate consumer-owners, policy makers, and employees on the benefits of public power; and,

BE IT FURTHER RESOLVED: that our community joins hands with more than 2,000 other public power systems in the United States in this celebration of public power, which is best for consumers, business, the community, and the nation.

Dated this 25th day of September 2023.

President

ATTEST:

Acting Secretary



City Council Action Request

Council Meeting Date:	October 2, 2023	Agenda Item Number:	5.E.
Agenda Section:	Consent Items	Originating Department:	Finance
Resolution:	No	Prepared By:	Carol Cunningham, Assistant Finance Director
Ordinance:	No	Presented By:	Judy Thompson, City Clerk
Item:	Accounts Payable Report, 09/14/23 Thru 09/27/23		

RECOMMENDED ACTION:

Review and Approve Accounts Payable Listing.

OVERVIEW:

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

BUDGETARY/FISCAL ISSUES:

Reduction of Departmental Budgets by amounts approved.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Vendor Pymt History Report 09-14-23 Thru 09-27-23

Report Selection:

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

INCLUSIONS:

Fund & Account.		thru
Check.. Date.....	09/14/2023	thru 09/27/2023
Source Codes.....		thru
Journal Entry Dates.....		thru
Journal Entry Ids.....		thru
Check.. Number.....		thru
Project.....		thru
Vendor.....		thru
Invoice.....		thru
Purchase Order.....		thru
Bank.....		thru
Payment Method...		
Totals Only?.....	N	
1099 Vendors Only?.....		
Lower Dollars Limit.....		
Create Excel file & Download	N	

Run Instructions:

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

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
ACE ROLLOFFS & DISPOSAL 003696	69502	09/27/23	GARBAGE SERVICE-SEP	52.70		237/09-23		D	N	01			CLEANING AND WAS	101.42412.0338
AFFORDABLE STUMP GRINDIN 003642	69503	09/27/23	STUMP GRINDING	2,100.00		091923		D	N	01			OTHER SERVICES	101.43425.0339
AFLAC 003800	69501	09/20/23	SHORT TERM DSBLTY-SEP	373.23		9-2023		D	-				INS. PASS THROUG	101.41428.0819
	69501	09/20/23	CANCER INS-SEP	245.87		9-2023		D	-				INS. PASS THROUG	101.41428.0819
	69501	09/20/23	ACCIDENT INS-SEP	31.07		9-2023		D	-				INS. PASS THROUG	101.41428.0819
				650.17	*CHECK	TOTAL								
			VENDOR TOTAL	650.17										
ALEX AIR APPARATUS 2 LLC 002061	69504	09/27/23	FIRE HOSE	460.26		INV-48446		D	-				SMALL TOOLS	101.42412.0221
	69504	09/27/23	COMP. AIR QUALITY TEST	1,009.88		7314		D	-				PROFESSIONAL SER	101.42412.0446
				1,470.14	*CHECK	TOTAL								
			VENDOR TOTAL	1,470.14										
ALPHA TRAINING & TACTICS 003136	69505	09/27/23	HELGESON-BALLISTICS VE	2,424.80		2023-0292		D	-				SMALL TOOLS	101.42411.0221
	69505	09/27/23	LIVINGOOD-BALLISTICS V	2,424.80		2023-0292		D	-				SMALL TOOLS	101.42411.0221
				4,849.60	*CHECK	TOTAL								
			VENDOR TOTAL	4,849.60										
AMAZON CAPITAL SERVICES 003557	69506	09/27/23	GIGABIT NAT ROUTER	79.94		1CPC-VJ4K-1DKY		D	-				SMALL TOOLS	101.41409.0221
	69506	09/27/23	PUNCH DOWN TOOL	13.95		1HP3-L33L-1WLG		D	-				OFFICE SUPPLIES	101.41409.0220
	69506	09/27/23	RJ11 CONNECTORS	2.34		1HP3-L33L-1WLG		D	-				SMALL TOOLS	101.41409.0221
				96.23	*CHECK	TOTAL								
			VENDOR TOTAL	96.23										
AMERICAN WELDING & GAS I 000057	69507	09/27/23	FIRE EXT. TESTING	336.64		09543577		D	-				PROFESSIONAL SER	101.42412.0446
ASPEN MILLS 003008	69508	09/27/23	GERDAS-UNIFORM	247.80		319263		D	-				SUBSISTENCE OF P	101.42411.0227
	69508	09/27/23	UNIFORMS-FUENTES/CABRERA	468.84		319374		D	-				SUBSISTENCE OF P	101.42412.0227
				716.64	*CHECK	TOTAL								
			VENDOR TOTAL	716.64										
ASTECH CORPORATION 000863	69509	09/27/23	2023 SEAL COAT PROJEC	19,059.67		APPL #2		D	-				MTCE. OF OTHER I	101.43425.0336
BACKES TECHNOLOGY SERVIC 000087	69510	09/27/23	IS CIP	4,604.84		21287		D	-				FURNITURE AND EQ	219.41409.0552
BAKER TILLY MUNICIPAL AD 003482	69511	09/27/23	2023A GO BOND	26,782.00		BTMA21838		D	-				PROFESSIONAL SER	323.47100.0446

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
BATTERY WHOLESALE INC	002860													
69512	09/27/23	UPS BACK-UP BATTERY	49.80			224870WIL		D	-				MTCE. OF EQUIPME	651.48485.0224
BENSON LAUNDRY	003377													
69513	09/27/23	CLEANING SUPPLIES	56.40			392820		D	-				CLEANING AND WAS	101.45433.0228
BERGANKDV	003702													
69514	09/27/23	TYLER IMPLEMENT ASST	800.00			1207061		D	-				PROFESSIONAL SER	101.41408.0446
BOIKE/JUSTIN	003942													
69515	09/27/23	LAND LEASE REIM TRACT	28,001.52			092623		D	-				REFUNDS AND REIM	205.41001.0882
69515	09/27/23	FERTILIZER	37,537.51			092623		D	-				REFUNDS AND REIM	205.41001.0882
69515	09/27/23	SOIL SAMPLING	1,482.12			092623		D	-				REFUNDS AND REIM	205.41001.0882
			67,021.15											
		VENDOR TOTAL	67,021.15			*CHECK TOTAL								
BOLTON & MENK INC	001010													
69516	09/27/23	19TH AVE PATH IMPROV	8,837.50			0312461		D	-				PROFESSIONAL SER	424.48452.0446
69516	09/27/23	19TH AVE PATH IMPROV	9,186.50			0314595		D	-				PROFESSIONAL SER	424.48452.0446
69516	09/27/23	6TH ST SW RECONSTRUCTI	8,790.00			0314601		D	-				PROFESSIONAL SER	422.48451.0446
69516	09/27/23	HWY 12 LIFT STATION	17,366.50			0314606		D	-				PROFESSIONAL SER	651.48485.0446
69516	09/27/23	IND DR SERV RD RECONST	5,814.50			0314607		D	-				PROFESSIONAL SER	422.48457.0446
69516	09/27/23	LITCH AVE SW MILL/OVR	11,139.50			0314613		D	-				PROFESSIONAL SER	422.48453.0446
69516	09/27/23	19TH AVE PATH IMPROV	35,374.00			0318334		D	-				PROFESSIONAL SER	424.48452.0446
69516	09/27/23	2024 FEASBILITY STUDY	8,312.50			0318338		D	-				PROFESSIONAL SER	424.48451.0446
69516	09/27/23	TH40 TURN LANE IMPROV	10,169.50			0318351		D	-				PROFESSIONAL SER	424.48459.0446
			114,990.50											
		VENDOR TOTAL	114,990.50			*CHECK TOTAL								
BRETH-ZENZEN FIRE PROTEC	002788													
69517	09/27/23	ANNUAL SPRINKLER INSP.	250.00			18144		D	-				PROFESSIONAL SER	101.42412.0446
BSE	001980													
69518	09/27/23	LIGHTS REPAIR@ROBBINS	1,731.72			926920231		D	-				MTCE. OF OTHER I	101.43425.0226
CANON FINANCIAL SERVICES	002336													
69519	09/27/23	COPIER LEASE-SEPTEMBER	98.56			31241156		D	-				RENTS	101.41405.0440
CAPITAL ONE	003647													
69520	09/27/23	BREAKROOM SUPPLIES	76.90			082223		D	-				GENERAL SUPPLIES	651.48484.0229
69520	09/27/23	AIRHORNS/CANDY	40.06			091923		D	-				GENERAL SUPPLIES	101.45432.0229
			116.96											
		VENDOR TOTAL	116.96			*CHECK TOTAL								
CARAHSOFT TECHNOLOGY COR	003941													
69521	09/27/23	COMPUTER FORENSICS SFT	1,300.51			IN1495205		D	-				PROFESSIONAL SER	101.42411.0446
CARDMEMBER SERVICE	002365													
69496	09/19/23	#134049 TONNEAU COVER	269.68			STMT/08-23		D	-				INVENTORIES-MDSE	101.125000
69496	09/19/23	#185195 FLOOR LINERS	343.04			STMT/08-23		D	-				INVENTORIES-MDSE	101.125000

Vendor Payment History Report
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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
CARDMEMBER SERVICE				002365											
	69496	09/19/23	DELEEUW-PWRKS MEMBERSHIP	178.90			STMT/08-23		D	-				PREPAID EXPENSES	101.128000
	69496	09/19/23	2024 FIRE EXPLORER DUES	700.00			STMT/08-23		D	-				PREPAID EXPENSES	101.128000
	69496	09/19/23	OFFICE SUPPLIES	36.93			STMT/08-23		D	-				OFFICE SUPPLIES	101.41400.0220
	69496	09/19/23	EDAM ON THE ROAD MEAL	206.87			STMT/08-23		D	-				SUBSISTENCE OF P	101.41400.0227
	69496	09/19/23	NEGOTIATION MEAL	90.30			STMT/08-23		D	-				SUBSISTENCE OF P	101.41400.0227
	69496	09/19/23	EDAM ON THE ROAD MEAL	488.60			STMT/08-23		D	-				SUBSISTENCE OF P	101.41400.0227
	69496	09/19/23	EDAM ON THE ROAD MEAL	53.94			STMT/08-23		D	-				SUBSISTENCE OF P	101.41400.0227
	69496	09/19/23	EDAM ON THE ROAD MEAL	132.04			STMT/08-23		D	-				SUBSISTENCE OF P	101.41400.0227
	69496	09/19/23	EDAM ON THE ROAD MEAL	67.97			STMT/08-23		D	-				SUBSISTENCE OF P	101.41400.0227
	69496	09/19/23	CREDIT-3RD PARTY VENDOR	106.81CR			STMT/08-23		D	-				TRAVEL-CONF.-SCH	101.41400.0333
	69496	09/19/23	CREDIT FRGN FEE	2.13CR			STMT/08-23		D	-				TRAVEL-CONF.-SCH	101.41400.0333
	69496	09/19/23	CATERING FOR TOWNHALL	558.00			STMT/08-23		D	-				SUBSISTENCE OF P	101.41402.0227
	69496	09/19/23	CLASS FOR INSPECTORS	75.00			STMT/08-23		D	-				TRAVEL-CONF.-SCH	101.41402.0333
	69496	09/19/23	CLASS FOR INSPECTORS	300.00			STMT/08-23		D	-				TRAVEL-CONF.-SCH	101.41402.0333
	69496	09/19/23	SUBSCRIPTION-TAP INSPECT	90.00			STMT/08-23		D	-				SUBSCRIPTIONS AN	101.41402.0443
	69496	09/19/23	JOB POSTING ON WEBSITE	395.00			STMT/08-23		D	-				ADVERTISING	101.41402.0447
	69496	09/19/23	KEYS	3.43			STMT/08-23		D	-				OFFICE SUPPLIES	101.41403.0220
	69496	09/19/23	MNGFOA CONF REGISTRATION	250.00			STMT/08-23		D	-				TRAVEL-CONF.-SCH	101.41405.0333
	69496	09/19/23	ARUBA DAC CABLES	240.78			STMT/08-23		D	-				SMALL TOOLS	101.41409.0221
	69496	09/19/23	SHIPMENT OF FIREWALL HPN	14.07			STMT/08-23		D	-				POSTAGE	101.41409.0223
	69496	09/19/23	SHIPMENT OF FIREWALL HPN	13.25			STMT/08-23		D	-				POSTAGE	101.41409.0223
	69496	09/19/23	ITGLUE SUBSCRIPTION	95.00			STMT/08-23		D	-				SUBSCRIPTIONS AN	101.41409.0443
	69496	09/19/23	FILES.COM SUBSCRIPTON	100.00			STMT/08-23		D	-				SUBSCRIPTIONS AN	101.41409.0443
	69496	09/19/23	CIVIC CENTER PHONE SERV	167.25			STMT/08-23		D	-				SUBSCRIPTIONS AN	101.41409.0443
	69496	09/19/23	CRASH PLAN SUBSCRIPTION	29.97			STMT/08-23		D	-				SUBSCRIPTIONS AN	101.41409.0443
	69496	09/19/23	DELEEUW CANDID	210.00			STMT/08-23		D	-				PROFESSIONAL SER	101.41409.0446
	69496	09/19/23	REFUND-VIRTUAL CONF	125.00CR			STMT/08-23		D	-				TRAVEL-CONF.-SCH	101.41420.0333
	69496	09/19/23	POLLING BOOTH	1,061.45			STMT/08-23		D	-				PROFESSIONAL SER	101.41424.0446
	69496	09/19/23	SPRAY COAT-SNIPER RIFLES	64.60			STMT/08-23		D	-				GENERAL SUPPLIES	101.42411.0229
	69496	09/19/23	EVIDENCE SEALING TAPE	307.45			STMT/08-23		D	-				GENERAL SUPPLIES	101.42411.0229
	69496	09/19/23	VAN DYKEN-REFUND TRNG	625.00CR			STMT/08-23		D	-				TRAVEL-CONF.-SCH	101.42411.0333
	69496	09/19/23	VAN DYKEN-BASIC FTO TRNG	625.00			STMT/08-23		D	-				TRAVEL-CONF.-SCH	101.42411.0333
	69496	09/19/23	ARREDONDO&LUEDERS TRNG	450.00			STMT/08-23		D	-				TRAVEL-CONF.-SCH	101.42411.0333
	69496	09/19/23	OAKLEAF-CERT TRNG	318.80			STMT/08-23		D	-				TRAVEL-CONF.-SCH	101.42411.0333
	69496	09/19/23	VAN DYKEN-FTO TRNG	495.57			STMT/08-23		D	-				TRAVEL-CONF.-SCH	101.42411.0333
	69496	09/19/23	EXPLORER ADVISORS FEE	600.00			STMT/08-23		D	-				SUBSCRIPTIONS AN	101.42411.0443
	69496	09/19/23	SERVICE FEE-PEACE OFFICE	1.94			STMT/08-23		D	-				LICENSES AND TAX	101.42411.0445
	69496	09/19/23	GERDAS-PEACE OFFICER LIC	90.00			STMT/08-23		D	-				LICENSES AND TAX	101.42411.0445
	69496	09/19/23	FUENTES-NAME TAG	61.69			STMT/08-23		D	-				SUBSISTENCE OF P	101.42412.0227
	69496	09/19/23	FOOD-FIRE CALL	47.47			STMT/08-23		D	-				TRAVEL-CONF.-SCH	101.42412.0333
	69496	09/19/23	HEX WRENCHES	24.52			STMT/08-23		D	-				SMALL TOOLS	101.43425.0221
	69496	09/19/23	DELEEUW-OFFICE CHAIR	129.44			STMT/08-23		D	-				SMALL TOOLS	101.43425.0221
	69496	09/19/23	CUPCAKES-GARYS RETIREMNT	96.41			STMT/08-23		D	-				GENERAL SUPPLIES	101.43425.0229
	69496	09/19/23	BALLONS-GARYS RETIREMENT	15.63			STMT/08-23		D	-				GENERAL SUPPLIES	101.43425.0229
	69496	09/19/23	PARTY SUPPLIES	196.03			STMT/08-23		D	-				GENERAL SUPPLIES	101.43425.0229
	69496	09/19/23	PARTY SUPPLIES	13.21			STMT/08-23		D	-				GENERAL SUPPLIES	101.43425.0229
	69496	09/19/23	PARTY SUPPLIES	19.39			STMT/08-23		D	-				GENERAL SUPPLIES	101.43425.0229
	69496	09/19/23	JUVEN LODGING	86.64			STMT/08-23		D	-				TRAVEL-CONF.-SCH	101.43425.0333
	69496	09/19/23	DICKERSON LODGING	86.64			STMT/08-23		D	-				TRAVEL-CONF.-SCH	101.43425.0333

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											
	69496	09/19/23	DELEEUW-PWRKS MEMBERSHIP	107.35			STMT/08-23		D	-				SUBSCRIPTIONS AN	101.43425.0443
	69496	09/19/23	FUEL SYSTEM SUBSCRIPTION	95.00			STMT/08-23		D	-				SUBSCRIPTIONS AN	101.43425.0443
	69496	09/19/23	SHEET PROTECTORS	42.00			STMT/08-23		D	-				OFFICE SUPPLIES	101.45432.0220
	69496	09/19/23	CONES	296.51			STMT/08-23		D	-				GENERAL SUPPLIES	101.45432.0229
	69496	09/19/23	YOUTH CRAFT SUPPLIES	38.77			STMT/08-23		D	-				GENERAL SUPPLIES	101.45432.0229
	69496	09/19/23	STOPWATCH	24.80			STMT/08-23		D	-				GENERAL SUPPLIES	101.45432.0229
	69496	09/19/23	TUG OF WAR ROPE	103.54			STMT/08-23		D	-				GENERAL SUPPLIES	101.45432.0229
	69496	09/19/23	HELMETS	205.36			STMT/08-23		D	-				GENERAL SUPPLIES	101.45432.0229
	69496	09/19/23	CLIP BOARDS	70.05			STMT/08-23		D	-				GENERAL SUPPLIES	101.45432.0229
	69496	09/19/23	YOUTH REC SUPPLIES-CONES	37.76			STMT/08-23		D	-				GENERAL SUPPLIES	101.45432.0229
	69496	09/19/23	FOOTBALLS	189.88			STMT/08-23		D	-				GENERAL SUPPLIES	101.45432.0229
	69496	09/19/23	PLASTIC SHEETING	58.98			STMT/08-23		D	-				GENERAL SUPPLIES	101.45432.0229
	69496	09/19/23	HELMETS	154.02			STMT/08-23		D	-				GENERAL SUPPLIES	101.45432.0229
	69496	09/19/23	HELMETS	205.36			STMT/08-23		D	-				GENERAL SUPPLIES	101.45432.0229
	69496	09/19/23	KIT REPAIR	280.20			STMT/08-23		D	-				GENERAL SUPPLIES	101.45432.0229
	69496	09/19/23	CONES	188.80			STMT/08-23		D	-				GENERAL SUPPLIES	101.45432.0229
	69496	09/19/23	FLAG FOOTBALL BELTS	217.35			STMT/08-23		D	-				GENERAL SUPPLIES	101.45432.0229
	69496	09/19/23	YTH FOOTBALL REF SHIRTS	620.72			STMT/08-23		D	-				GENERAL SUPPLIES	101.45432.0229
	69496	09/19/23	CRAFT SUPPLIES	177.55			STMT/08-23		D	-				GENERAL SUPPLIES	101.45432.0229
	69496	09/19/23	AMAZON PRIME SUBSCRIP	16.17			STMT/08-23		D	-				SUBSCRIPTIONS AN	101.45432.0443
	69496	09/19/23	AD BOOST	10.00			STMT/08-23		D	-				ADVERTISING	101.45432.0447
	69496	09/19/23	SCARECROW OWLS	140.11			STMT/08-23		D	-				GENERAL SUPPLIES	101.45433.0229
	69496	09/19/23	PAINT SUPPLIES	93.29			STMT/08-23		D	-				GENERAL SUPPLIES	101.45433.0229
	69496	09/19/23	HELMETS AND TAPE	23.48			STMT/08-23		D	-				GENERAL SUPPLIES	101.45433.0229
	69496	09/19/23	YOUTH REC-TENNIS BALLS	258.88			STMT/08-23		D	-				GENERAL SUPPLIES	101.45433.0229
	69496	09/19/23	FOOTBALL PENALTY FLAGS	38.80			STMT/08-23		D	-				GENERAL SUPPLIES	101.45433.0229
	69496	09/19/23	OFFICE SUPPLIES	106.36			STMT/08-23		D	-				OFFICE SUPPLIES	101.45435.0220
	69496	09/19/23	OFFICE SUPPLIES	135.93			STMT/08-23		D	-				OFFICE SUPPLIES	101.45435.0220
	69496	09/19/23	OFFICE SUPPLIES	52.56			STMT/08-23		D	-				OFFICE SUPPLIES	101.45435.0220
	69496	09/19/23	STORAGE SHELVES	96.17			STMT/08-23		D	-				MTCE. OF EQUIPME	101.45435.0224
	69496	09/19/23	CRAFT SUPPLIES	47.42			STMT/08-23		D	-				GENERAL SUPPLIES	101.45435.0229
	69496	09/19/23	CRAFT SUPPLIES	83.55			STMT/08-23		D	-				GENERAL SUPPLIES	101.45435.0229
	69496	09/19/23	FRIENDSHIP BRACELETS	54.96			STMT/08-23		D	-				GENERAL SUPPLIES	101.45435.0229
	69496	09/19/23	FRIENDSHIP BRACELETS	10.78			STMT/08-23		D	-				GENERAL SUPPLIES	101.45435.0229
	69496	09/19/23	50'S DAY SUPPLIES	37.19			STMT/08-23		D	-				GENERAL SUPPLIES	101.45435.0229
	69496	09/19/23	POOL TABLE REPAIR	9.69			STMT/08-23		D	-				GENERAL SUPPLIES	101.45435.0229
	69496	09/19/23	CRAFT SUPPLIES	103.33			STMT/08-23		D	-				GENERAL SUPPLIES	101.45435.0229
	69496	09/19/23	SAW CARTIDGE	119.73			STMT/08-23		D	-				GENERAL SUPPLIES	101.45435.0229
	69496	09/19/23	CRAFT SUPPLIES	14.13			STMT/08-23		D	-				GENERAL SUPPLIES	101.45435.0229
	69496	09/19/23	CRAFT SUPPLIES	39.88			STMT/08-23		D	-				GENERAL SUPPLIES	101.45435.0229
	69496	09/19/23	ROCKS	18.33			STMT/08-23		D	-				GENERAL SUPPLIES	101.45435.0229
	69496	09/19/23	COOKIE STENCILS	8.85			STMT/08-23		D	-				GENERAL SUPPLIES	101.45435.0229
	69496	09/19/23	SPRAY PAINT	9.07			STMT/08-23		D	-				GENERAL SUPPLIES	101.45435.0229
	69496	09/19/23	ADVERTISING	1.82			STMT/08-23		D	-				ADVERTISING	101.45435.0447
	69496	09/19/23	ADVERTISING	5.51			STMT/08-23		D	-				ADVERTISING	101.45435.0447
	69496	09/19/23	ADVERTISING	15.00			STMT/08-23		D	-				ADVERTISING	101.45435.0447
	69496	09/19/23	ADVERTISING	15.00			STMT/08-23		D	-				ADVERTISING	101.45435.0447
	69496	09/19/23	ADVERTISING	15.00			STMT/08-23		D	-				ADVERTISING	101.45435.0447
	69496	09/19/23	ENTERPRENEURIAL CONF	100.00			STMT/08-23		D	-				TRAVEL-CONF. -SCH	235.41402.0333

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															
		69496	09/19/23	STEP LADDER	52.30		STMT/08-23		D	-				SMALL TOOLS	651.48484.0221
		69496	09/19/23	DEGREASER	75.89		STMT/08-23		D	-				CLEANING AND WAS	651.48484.0228
		69496	09/19/23	WTP EMERGENCY SCADA	24.95		STMT/08-23		D	-				COMMUNICATIONS	651.48485.0330
					13,991.09	*CHECK	TOTAL								
				VENDOR TOTAL	13,991.09										
CARRANZA/NOE 002547															
		69522	09/27/23	INTERVIEW 08/16/23	140.00		87		D	N	01			PROFESSIONAL SER	101.42411.0446
		69522	09/27/23	INTERVIEW 08/25/223	210.00		88		D	N	01			PROFESSIONAL SER	101.42411.0446
		69522	09/27/23	INTERVIEW 09/13/23	140.00		92		D	N	01			PROFESSIONAL SER	101.42411.0446
		69522	09/27/23	INTERVIEW 09/14/23	140.00		93		D	N	01			PROFESSIONAL SER	101.42411.0446
					630.00	*CHECK	TOTAL								
				VENDOR TOTAL	630.00										
CEE VI TASK FORCE 000146															
		69523	09/27/23	HAY OT PYRLL-OVERTIME	2,905.88		092123		D	-				REFUNDS AND REIM	101.42428.0882
		69523	09/27/23	HAY OT PYRLL-BENEFITS	42.14		092123		D	-				REFUNDS AND REIM	101.42428.0882
		69523	09/27/23	HAY OT PYRLL-PERA	514.34		092123		D	-				REFUNDS AND REIM	101.42428.0882
		69523	09/27/23	HAY OT PYRLL-WRKRS COMP	222.01		092123		D	-				REFUNDS AND REIM	101.42428.0882
					3,684.37	*CHECK	TOTAL								
				VENDOR TOTAL	3,684.37										
CENTERPOINT ENERGY 000467															
		500	09/19/23	NATURAL GAS-AUGUST	15.00		STMT/08-23		M	-				UTILITIES	101.43425.0332
		500	09/19/23	NATURAL GAS-AUGUST	15.00		STMT/08-23		M	-				UTILITIES	101.43425.0332
		500	09/19/23	NATURAL GAS-AUGUST	15.00		STMT/08-23		M	-				UTILITIES	101.43425.0332
		500	09/19/23	NATURAL GAS-AUGUST	171.37		STMT/08-23		M	-				UTILITIES	101.45433.0332
		500	09/19/23	NATURAL GAS-AUGUST	1,854.74		STMT/08-23		M	-				UTILITIES	101.45433.0332
		500	09/19/23	NATURAL GAS-AUGUST	72.19		STMT/08-23		M	-				UTILITIES	101.45435.0332
		500	09/19/23	NATURAL GAS-AUGUST	1,154.87		STMT/08-23		M	-				UTILITIES	101.45437.0332
		500	09/19/23	NATURAL GAS-AUGUST	72.92		STMT/08-23		M	-				UTILITIES	651.48484.0332
					3,371.09	*CHECK	TOTAL								
				VENDOR TOTAL	3,371.09										
CENTRACARE 003390															
		69524	09/27/23	EDINGER-DRUG TESTING	32.50		RMH157		D	-				PROFESSIONAL SER	101.42411.0446
		69524	09/27/23	NIEMEYER-DRUG TESTING	35.00		719554317		D	-				SUBSISTENCE OF P	101.43425.0337
		69524	09/27/23	IVERSON-DRUG TESTING	35.00		719554879		D	-				SUBSISTENCE OF P	101.43425.0337
					102.50	*CHECK	TOTAL								
				VENDOR TOTAL	102.50										
CHRISTENSEN/MICHAEL 003431															
		69525	09/27/23	GAS-SCUBA TRAINING	76.00		092023		D	-				MOTOR FUELS AND	101.42411.0222
		69525	09/27/23	SCUBA TRAINING	211.00		092023		D	-				TRAVEL-CONF.-SCH	101.42411.0333
		69525	09/27/23	SWAT TRAINING	231.00		092623		D	-				TRAVEL-CONF.-SCH	101.42411.0333
					518.00	*CHECK	TOTAL								
				VENDOR TOTAL	518.00										

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
CITY OF GLENCOE				003775											
		69526	09/27/23	RAIN BARRELS	5,449.07		2749		D	-				GENERAL SUPPLIES	101.43418.0229
CITY OF WILLMAR				000935											
		69527	09/27/23	RAU-APA CONF REG	25.00		092623		D	-				TRAVEL-CONF.-SCH	101.41401.0333
		69527	09/27/23	BATTERIES	8.19		092623		D	-				OFFICE SUPPLIES	101.41402.0220
		69527	09/27/23	SHULDES-NOTARY FEE	20.00		092623		D	-				LICENSES AND TAX	101.41402.0445
		69527	09/27/23	MISC COPIES FEE	5.00		092623		D	-				LICENSES AND TAX	101.41402.0445
		69527	09/27/23	DEATH CERT COPY FEE	13.00		092623		D	-				LICENSES AND TAX	101.41402.0445
		69527	09/27/23	33-280-0010 ASSESSMENT	0.80		092623		D	-				LAND	101.41402.0550
					71.99	*CHECK	TOTAL								
				VENDOR TOTAL	71.99										
CIVIL AIR PATROL MAGAZIN				003103											
		69528	09/27/23	ADVERTISING	305.00		KN2708170		D	-				ADVERTISING	101.42411.0447
COORDINATED BUSINESS SYS				003677											
		69529	09/27/23	PRINT/PAGE COUNT	33.50		INV329219		D	-				SUBSCRIPTIONS AN	101.41409.0443
CROW CHEMICAL & LIGHTING				000186											
		69530	09/27/23	CLEANING SUPPLIES	247.15		125342		D	-				GENERAL SUPPLIES	101.43425.0229
		69530	09/27/23	CLEANING SUPPLIES	56.00		125343		D	-				CLEANING AND WAS	101.43425.0228
		69530	09/27/23	CLEANING SUPPLIES	322.20		125343		D	-				GENERAL SUPPLIES	101.43425.0229
					625.35	*CHECK	TOTAL								
				VENDOR TOTAL	625.35										
CROW RIVER CONSTRUCTION				003260											
		69531	09/27/23	CATCH BASIN RPR-PARTS	700.00		6666		D	-				MTCE. OF OTHER I	101.43418.0226
		69531	09/27/23	CATCH BASIN RPR-LABOR	1,725.00		6666		D	-				MTCE. OF OTHER I	101.43418.0336
		69531	09/27/23	CATCH BASIN RPR-PARTS	1,270.00		6667		D	-				MTCE. OF OTHER I	101.43418.0226
		69531	09/27/23	CATCH BASIN RPR-LABOR	3,593.75		6667		D	-				MTCE. OF OTHER I	101.43418.0336
		69531	09/27/23	CATCH BASIN RPR-PARTS	950.00		6668		D	-				MTCE. OF OTHER I	101.43418.0226
		69531	09/27/23	CATCH BASIN RPR-LABOR	3,306.25		6668		D	-				MTCE. OF OTHER I	101.43418.0336
		69531	09/27/23	CATCH BASIN RPR-PARTS	1,891.25		6669		D	-				MTCE. OF OTHER I	101.43418.0226
		69531	09/27/23	CATCH BASIN RPR-LABOR	1,725.00		6669		D	-				MTCE. OF OTHER I	101.43418.0336
		69531	09/27/23	SEWER RPR-LITCH AVE-LB	6,037.50		6670		D	-				OTHER SERVICES	651.48484.0339
		69531	09/27/23	SEWER RPR-LITCH AVE-PRTS	555.00		6670		D	-				MTCE. OF STRUCTU	651.48485.0225
		69531	09/27/23	CATCH BASIN RPR-PARTS	25.00		6671		D	-				MTCE. OF OTHER I	101.43418.0226
		69531	09/27/23	CATCH BASIN RPR-LABOR	575.00		6671		D	-				MTCE. OF OTHER I	101.43418.0336
		69531	09/27/23	MANHOLE REPAIR	3,162.50		6786		D	-				MTCE. OF STRUCTU	651.48485.0335
					25,516.25	*CHECK	TOTAL								
				VENDOR TOTAL	25,516.25										
DEPT OF HUMAN SERVICES				002914											
		69532	09/27/23	ECPN PAYMENT-OCTOBER	18,378.16		00000757341		D	-				OTHER CHARGES	101.41428.0449
DOOLEY'S PETROLEUM INC				000212											
		69533	09/27/23	3.2200 GALLONS UNLEAD	16,090.34		449914		D	-				INVENTORIES-MDSE	101.125000
		69533	09/27/23	3.6300 GALLONS DIESEL	10,886.37		449914		D	-				INVENTORIES-MDSE	101.125000

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

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DOOLEY'S PETROLEUM INC 000212	69533	09/27/23	PLANT FUEL	1,634.62		569121		D	-				MOTOR FUELS AND	651.48484.0222
				28,611.33	*CHECK	TOTAL								
			VENDOR TOTAL	28,611.33										
DUININCK INC 000222	69534	09/27/23	ASPHALT	1,330.92		556916		D	-				MTCE. OF OTHER I	101.43425.0226
	69534	09/27/23	ASPHALT	1,100.00		557093		D	-				MTCE. OF OTHER I	101.43425.0226
	69534	09/27/23	ASPHALT	3,390.20		557094		D	-				MTCE. OF OTHER I	101.43425.0226
	69534	09/27/23	ASPHALT	1,114.18		557282		D	-				MTCE. OF OTHER I	101.43425.0226
				6,935.30	*CHECK	TOTAL								
			VENDOR TOTAL	6,935.30										
ETTERMAN ENTERPRISES 001567	69535	09/27/23	TRAILER LIGHTS	48.30		344839		D	-				GENERAL SUPPLIES	651.48484.0229
FARM-RITE EQUIPMENT 003002	69536	09/27/23	#214495 STUMP GRINDER PR	105.77		P46606		D	-				INVENTORIES-MDSE	101.125000
FAUL PSYCHOLOGICAL 003938	69537	09/27/23	GERADS-PRE EMPLOYEE EVAL	650.00		1672		D	-				SUBSISTENCE OF P	101.42411.0337
FERGUSON ENTERPRISES INC 000810	69538	09/27/23	RPR-DOWN TOWN SEWER	57.49		0332203		D	-				MTCE. OF STRUCTU	651.48485.0225
FLAHERTY & HOOD P.A. 001449	69539	09/27/23	GEN MUN & REAL EST-AU	17,592.33		19936		D	N	01			PROFESSIONAL SER	101.41406.0446
	69539	09/27/23	LABOR/EMPL. CONSUL-AUG	3,062.51		19990		D	N	01			PROFESSIONAL SER	101.41406.0446
				20,654.84	*CHECK	TOTAL								
			VENDOR TOTAL	20,654.84										
FLEETPRIDE 002973	69540	09/27/23	FILTERS	24.26		110742404		D	-				INVENTORIES-MDSE	101.125000
	69540	09/27/23	FILTERS	50.87		110944712		D	-				INVENTORIES-MDSE	101.125000
	69540	09/27/23	FILTERS	104.85		110970743		D	-				INVENTORIES-MDSE	101.125000
	69540	09/27/23	FILTERS	166.39		111007357		D	-				INVENTORIES-MDSE	101.125000
	69540	09/27/23	FILTERS	90.64		111100966		D	-				INVENTORIES-MDSE	101.125000
	69540	09/27/23	FILTERS	57.93		111163652		D	-				INVENTORIES-MDSE	101.125000
	69540	09/27/23	FILTER	25.29		111244321		D	-				INVENTORIES-MDSE	101.125000
	69540	09/27/23	FILTERS	42.91		111340637		D	-				INVENTORIES-MDSE	101.125000
	69540	09/27/23	FILTER	24.26		111368958		D	-				INVENTORIES-MDSE	101.125000
				587.40	*CHECK	TOTAL								
			VENDOR TOTAL	587.40										
FP MAILING SOLUTIONS 001791	69541	09/27/23	POSTAGE-SEPTEMBER	174.21		RI105905490		D	-				POSTAGE	101.42411.0223
GENERAL MAILING SERVICES 000293	69542	09/27/23	POSTAGE 08/28-09/01/23	1.62		67423		D	-				POSTAGE	101.41400.0223
	69542	09/27/23	POSTAGE 08/28-09/01/23	37.63		67423		D	-				POSTAGE	101.41402.0223

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
GENERAL MAILING SERVICES				000293											
	69542	09/27/23	POSTAGE	08/28-09/01/23	1.60		67423		D	-				POSTAGE	101.41403.0223
	69542	09/27/23	POSTAGE	08/28-09/01/23	20.00		67423		D	-				POSTAGE	101.41408.0223
	69542	09/27/23	POSTAGE	08/28-09/01/23	2.43		67423		D	-				POSTAGE	101.42412.0223
	69542	09/27/23	POSTAGE	09/04-09/08/23	0.81		67466		D	-				POSTAGE	101.41400.0223
	69542	09/27/23	POSTAGE	09/04-09/08/23	42.12		67466		D	-				POSTAGE	101.41402.0223
	69542	09/27/23	POSTAGE	09/04-09/08/23	3.44		67466		D	-				POSTAGE	101.41403.0223
	69542	09/27/23	POSTAGE	09/04-09/08/23	149.27		67466		D	-				POSTAGE	101.41405.0223
	69542	09/27/23	POSTAGE	09/04-09/08/23	20.00		67466		D	-				POSTAGE	101.41408.0223
	69542	09/27/23	POSTAGE	09/04-09/08/23	0.81		67466		D	-				POSTAGE	101.42412.0223
	69542	09/27/23	POSTAGE	09/11-09/15/23	21.05		67517		D	-				POSTAGE	101.41402.0223
	69542	09/27/23	POSTAGE	09/11-09/15/23	6.65		67517		D	-				POSTAGE	101.41403.0223
	69542	09/27/23	POSTAGE	09/11-09/15/23	16.43		67517		D	-				POSTAGE	101.41405.0223
	69542	09/27/23	POSTAGE	09/11-09/15/23	20.00		67517		D	-				POSTAGE	101.41408.0223
	69542	09/27/23	POSTAGE	09/11-09/15/23	2.43		67517		D	-				POSTAGE	101.41420.0223
					346.29	*CHECK	TOTAL								
				VENDOR TOTAL	346.29										
GRAINGER INC				000786											
	69543	09/27/23	PLANT SUPPLIES		212.45		9822444379		D	-				GENERAL SUPPLIES	651.48484.0229
	69543	09/27/23	RETURN-DOUBLE POINT HOOK		13.18CR		9822516739		D	-				GENERAL SUPPLIES	651.48484.0229
					199.27	*CHECK	TOTAL								
				VENDOR TOTAL	199.27										
GRAND RENTAL STATION				001887											
	69544	09/27/23	FOOD WARMERS		136.36		1-577538		D	-				OTHER CHARGES	235.41402.0449
GRAVE/MATTHEW L				003608											
	69545	09/27/23	SFM INVESTIFATION CLASS		351.41		092023		D	-				TRAVEL-CONF.-SCH	101.42412.0333
HANSEN ADVERTISING SPECI				000321											
	69546	09/27/23	DOG BAGGIE DISPENSER		365.09		48688		D	-				GENERAL SUPPLIES	101.42411.0229
	69546	09/27/23	COMM GIVING ITEMS-BELTS		822.72		48689		D	-				GENERAL SUPPLIES	101.42411.0229
	69546	09/27/23	PET BANDANAS		443.06		48690		D	-				GENERAL SUPPLIES	101.42411.0229
					1,630.87	*CHECK	TOTAL								
				VENDOR TOTAL	1,630.87										
HANSON/FRANK				001486											
	69547	09/27/23	MBA PREMIUM CHANGES		91.00		092623		D	-				REFUNDS AND REIM	101.42428.0882
HAUG IMPLEMENT CO - JOHN				000324											
	69548	09/27/23	GREASE		68.10		464880		D	-				MOTOR FUELS AND	101.45433.0222
HAUG-KUBOTA LLC				002609											
	69549	09/27/23	#196189 FILTERS		76.65		22755		D	-				INVENTORIES-MDSE	101.125000
	69549	09/27/23	#196189 RUBBER MOUNTS		56.91		22809		D	-				INVENTORIES-MDSE	101.125000
					133.56	*CHECK	TOTAL								
				VENDOR TOTAL	133.56										

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
HAWKINS INC			000325											
	69550	09/27/23	FERRIC CHLORIDE	12,205.99		6575535		D	-				GENERAL SUPPLIES	651.48484.0229
	69550	09/27/23	FERRIC CHLORIDE	12,260.45		6576454		D	-				GENERAL SUPPLIES	651.48484.0229
				24,466.44	*CHECK	TOTAL								
			VENDOR TOTAL	24,466.44										
HAYNES WINDOW CLEANING S			000327											
	69551	09/27/23	WINDOW CLEANING	96.00		36585		D	-				CLEANING AND WAS	101.45001.0338
HILDI INC			003133											
	69552	09/27/23	2023 ACTUARIAL VALUATION	900.00		092023		D	-				PROFESSIONAL SER	101.41405.0446
HILLYARD\HUTCHINSON			000333											
	69553	09/27/23	GLOVES	58.99		605242532		D	-				CLEANING AND WAS	101.45433.0228
	69553	09/27/23	CLEANING SUPPLIES	40.32		605250530		D	-				CLEANING AND WAS	101.45433.0228
	69553	09/27/23	CLEANING SUPPLIES	80.64		605250532		D	-				CLEANING AND WAS	101.41408.0228
	69553	09/27/23	MTC OF CARPET CLEANER-PR	165.32		700559170		D	-				MTCE. OF EQUIPME	101.45435.0224
	69553	09/27/23	MTC OF CARPET CLEANER-LB	236.00		700559170		D	-				MTCE. OF EQUIPME	101.45435.0334
				581.27	*CHECK	TOTAL								
			VENDOR TOTAL	581.27										
HOFFMAN CONSTRUCTION CO.			003936											
	69554	09/27/23	CATCH BASIN RPR-PARTS	1,250.00		168		D	-				MTCE. OF OTHER I	101.43418.0226
	69554	09/27/23	CATCH BASIN RPR-LABOR	3,325.00		168		D	-				MTCE. OF OTHER I	101.43418.0336
				4,575.00	*CHECK	TOTAL								
			VENDOR TOTAL	4,575.00										
INDIGITAL			003613											
	69555	09/27/23	SCANNED DOCUMENTS	1,071.56		13288		D	-				PROFESSIONAL SER	101.41403.0446
INNOVATIVE OFFICE SOLUTI			003023											
	69556	09/27/23	PAPER SHREDDER	2,913.89		IN4316917		D	-				SMALL TOOLS	101.42411.0221
	69556	09/27/23	OFFICE SUPPLIES	199.30		IN4332471		D	-				OFFICE SUPPLIES	651.48484.0220
				3,113.19	*CHECK	TOTAL								
			VENDOR TOTAL	3,113.19										
KANDI ABSTRACT & TITLE			001317											
	69557	09/27/23	TITLE COMMIT FEE	645.00		2614		D	-				PROFESSIONAL SER	101.41402.0446
KANDI STEEL AND FAB			000867											
	69558	09/27/23	BELT	35.20		5637		D	-				GENERAL SUPPLIES	651.48486.0229
KANDIYOHI CO AUDITOR			000376											
	69559	09/27/23	LANDFILL CHARGES-AUGUST	126.48		499860		D	-				CLEANING AND WAS	101.43425.0228
	69559	09/27/23	LANDFILL CHARGES-AUGUST	550.59		501146		D	-				CLEANING AND WAS	651.48484.0228
	69559	09/27/23	LANDFILL CHARGES-AUGUST	196.51		501653		D	-				CLEANING AND WAS	101.43425.0338
	69559	09/27/23	LANDFILL CHARGES-AUGUST	65.00		501915		D	-				CLEANING AND WAS	101.43425.0338
	69559	09/27/23	LANDFILL CHARGES-AUGUST	28.48		501917		D	-				CLEANING AND WAS	101.43425.0338

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
KANDIYOHI CO AUDITOR			000376											
69559	09/27/23	LANDFILL CHARGES-AUGUST	28.00			501918		D	-				CLEANING AND WAS	101.42411.0338
			995.06		*CHECK	TOTAL								
		VENDOR TOTAL	995.06											
KANDIYOHI CO RECORDER'S			000382											
69560	09/27/23	RECORDING FEES	46.00			696562		D	-				OTHER SERVICES	101.41402.0339
KANDIYOHI CO TREASURER			003619											
69561	09/27/23	MTCE O.T. FOR WLMR MTGS	59.77			092023		D	-				PROFESSIONAL SER	101.41401.0446
KANDIYOHI CO-OP ELECTRIC			000375											
69497	09/19/23	128238003 WELCOME TO WIL	61.13			STMT/08-23		D	-				UTILITIES	101.43425.0332
69497	09/19/23	128238009 CO RD 23/HWY	101.00			STMT/08-23		D	-				UTILITIES	101.43425.0332
69497	09/19/23	128238001 ELEC SERV-SEC	38.00			STMT/08-23		D	-				UTILITIES	651.48486.0332
69497	09/19/23	187836 ELEC SERV-LIFT ST	857.00			STMT/08-23		D	-				UTILITIES	651.48487.0332
			1,057.13		*CHECK	TOTAL								
		VENDOR TOTAL	1,057.13											
KENNEDY & GRAVEN, CHARTE			002520											
69562	09/27/23	2023A GO IMP BONDS	13,500.00			092023		D	-				PROFESSIONAL SER	323.47100.0446
KIDROWSKI/TOM			.03327											
69563	09/27/23	REIM-TREE ROOTS&SANITA	1,500.00			092023		D	-				MTCE. OF OTHER I	651.48485.0336
KING'S ELECTRIC LLC			003138											
69564	09/27/23	DIAGNOSE FOUNTIAN	120.00			2632		D	N	01			MTCE. OF EQUIPME	101.43425.0334
69564	09/27/23	SERVICE CALL-DIAG FOUNT	120.00			2647		D	N	01			MTCE. OF EQUIPME	101.43425.0334
			240.00		*CHECK	TOTAL								
		VENDOR TOTAL	240.00											
KNOW INK			003612											
69565	09/27/23	POLL PAD MAINTENANCE F	1,500.00			13281		D	-				MTCE. OF EQUIPME	101.41424.0334
KRAEMER TRUCKING & EXCAV			003767											
69566	09/27/23	APRON EXPANSION	106,223.79			APPL #3		D	-				PROFESSIONAL SER	430.43430.0446
KRISS PREMIUM PRODUCTS I			002122											
69567	09/27/23	BIOBORM TABLETS	310.14			184989		D	-				GENERAL SUPPLIES	101.45433.0229
LAKE COUNTRY FIREPLACE &			003248											
69568	09/27/23	STRAW BLANKET	38.00			106154		D	-				MTCE. OF STRUCTU	101.43425.0225
LEAGUE OF MN CITIES INS			000983											
69569	09/27/23	CLM#206478 BIT BY K-9	17,119.04			8503		D	-				INSURANCE REIMBU	101.38351.3025
LIEBL/JEFFREY			003129											
69570	09/27/23	TRAUMA MEDICAL COURSE	69.00			092023		D	-				TRAVEL-CONF.-SCH	101.42411.0333

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

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M-R SIGN CO INC				000424											
		69571	09/27/23	SIGNS	227.65		221299		D	-				MTCE. OF OTHER I	101.43425.0226
		69571	09/27/23	NO PARKING SIGNS	235.15		221340		D	-				MTCE. OF OTHER I	101.43425.0226
		69571	09/27/23	FREIGHT CHR-INV 174406	91.05		221402		D	-				MTCE. OF OTHER I	101.45432.0226
		69571	09/27/23	SIGNS	168.02		221423		D	-				MTCE. OF OTHER I	101.43425.0226
		69571	09/27/23	SIGNS	109.25		221500		D	-				MTCE. OF OTHER I	101.43425.0226
					831.12	*CHECK TOTAL									
				VENDOR TOTAL	831.12										
MACQUEEN EQUIPMENT INC				000427											
		69572	09/27/23	#140826 BODY PARTS	1,671.38		P49043		D	-				INVENTORIES-MDSE	101.125000
		69572	09/27/23	#201663 SWEEPER PARTS	106.09		P52329		D	-				INVENTORIES-MDSE	101.125000
		69572	09/27/23	#151914 MIRROR	213.92		P52694		D	-				INVENTORIES-MDSE	101.125000
					1,991.39	*CHECK TOTAL									
				VENDOR TOTAL	1,991.39										
MALLORY SAFETY AND SUPPL				003659											
		69573	09/27/23	FIREFIGHTER BADGES	781.09		5711458		D	-				SUBSISTENCE OF P	101.42412.0227
MARCO TECHNOLOGIES LLC				000437											
		69574	09/27/23	PRINT OVERAGES	2,509.90		INV11636651		D	-				SUBSCRIPTIONS AN	101.41409.0443
MARCO TECHNOLOGIES LLC				001838											
		69498	09/19/23	500-0564417-000-SEP	149.61		510561541		D	-				SUBSCRIPTIONS AN	101.41409.0443
		69575	09/27/23	500-0565502-000-OCT	165.19		511465460		D	-				RENTS	101.45432.0440
		69575	09/27/23	500-0611665-000-OCT	158.76		511920415		D	-				SUBSCRIPTIONS AN	101.41409.0443
		69575	09/27/23	500-0623211-000-OCT	195.72		511920597		D	-				SUBSCRIPTIONS AN	101.41409.0443
					519.67	*CHECK TOTAL									
				VENDOR TOTAL	669.28										
MENARDS				000449											
		69576	09/27/23	TRIM/SCREWS/BOX COVERS	35.17		54562		D	-				MTCE. OF STRUCTU	101.43425.0225
		69576	09/27/23	PAINT BRUSHES	29.99		63039		D	-				SMALL TOOLS	101.45433.0221
		69576	09/27/23	FILTER	27.96		63039		D	-				GENERAL SUPPLIES	101.45433.0229
		69576	09/27/23	FILTERES	87.92		64907		D	-				GENERAL SUPPLIES	101.43425.0229
		69576	09/27/23	PAINT SCOREBOARDS	36.45		64944		D	-				MTCE. OF STRUCTU	101.45432.0225
		69576	09/27/23	PAINT	4.08		64959		D	-				GENERAL SUPPLIES	101.43425.0229
		69576	09/27/23	PLANT SUPPLIES	111.76		65026		D	-				GENERAL SUPPLIES	651.48484.0229
		69576	09/27/23	SHOP VAC	184.99		65090		D	-				SMALL TOOLS	651.48484.0221
		69576	09/27/23	TRAILER RPR SUPPLIES	32.48		65217		D	-				MTCE. OF EQUIPME	651.48486.0224
		69576	09/27/23	GLUE	29.17		65218		D	-				GENERAL SUPPLIES	101.43425.0229
		69576	09/27/23	LIGHT BULBS/AIR FILTERS	37.97		65245		D	-				GENERAL SUPPLIES	101.43425.0229
		69576	09/27/23	LIGHTS FOR TRAILER	62.27		65299		D	-				MTCE. OF EQUIPME	651.48486.0224
		69576	09/27/23	WELCOME WEEK FOOD	8.96		65346		D	-				GENERAL SUPPLIES	101.43425.0229
		69576	09/27/23	PLUGS	66.50		65357		D	-				GENERAL SUPPLIES	651.48486.0229
		69576	09/27/23	LAB SUPPLIES	56.86		65359		D	-				GENERAL SUPPLIES	651.48486.0229
		69576	09/27/23	CABLE TIES	70.52		65480		D	-				GENERAL SUPPLIES	651.48484.0229

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
MENARDS				000449											
		69576	09/27/23	PAINT-OUTSIDE BUILDING	11.91		65628		D	-				MTCE. OF STRUCTU	101.42412.0225
		69576	09/27/23	DRYWALL ANCOR	19.98		65660		D	-				GENERAL SUPPLIES	101.43425.0229
		69576	09/27/23	LAB SUPPLIES	126.08		65669		D	-				GENERAL SUPPLIES	651.48484.0229
		69576	09/27/23	FUSES/GRAFFITI REMOVER	40.88		65789		D	-				GENERAL SUPPLIES	101.43425.0229
					1,081.90										
				VENDOR TOTAL	1,081.90										
*CHECK TOTAL															
MIDWEST OVERHEAD CRANE				002104											
		69577	09/27/23	SHOP HOIST/CRANE INSP.	1,196.24		126084		D	-				MTCE. OF STRUCTU	101.43425.0335
MIKE'S SMALL ENGINE CENT				002699											
		69578	09/27/23	MOWER HEAD&WEED TRIMMER	96.95		27278		D	-				MTCE. OF EQUIPME	101.45433.0224
		69578	09/27/23	#111111 DRIVE SHAFT	67.65		27354		D	-				INVENTORIES-MDSE	101.125000
		69578	09/27/23	HELMET AND CHAPS	201.98		27407		D	-				SUBSISTENCE OF P	101.43425.0227
		69578	09/27/23	CHAPS WAITST EXTENDER	9.99		27451		D	-				SUBSISTENCE OF P	101.43425.0227
					376.57										
				VENDOR TOTAL	376.57										
*CHECK TOTAL															
MILLS PARTS CENTER				003729											
		69579	09/27/23	#215777 FENDER MOULDING	176.22		5976123		D	-				INVENTORIES-MDSE	101.125000
		69579	09/27/23	#186897 HOSE	36.40		5988517		D	-				INVENTORIES-MDSE	101.125000
					212.62										
				VENDOR TOTAL	212.62										
*CHECK TOTAL															
MINI BIFF LLC				001805											
		69580	09/27/23	TOILET RENTAL	214.20		A-143569		D	M	01			RENTS	101.45432.0440
		69580	09/27/23	TOILET RENTAL	321.30		A-143817		D	M	01			RENTS	101.43425.0440
		69580	09/27/23	TOILET RENTAL	107.10		A-143999		D	M	01			RENTS	101.43425.0440
		69580	09/27/23	TOILET RENTAL	107.10		A-144006		D	M	01			RENTS	101.43425.0440
		69580	09/27/23	TOILET RENTAL	107.10		A-144016		D	M	01			RENTS	101.43425.0440
					856.80										
				VENDOR TOTAL	856.80										
*CHECK TOTAL															
MN DEPT OF REVENUE				000492											
		498	09/18/23	SALES TAX-AUGUST	1,709.00		STMT/08-23		M	-				SALES TAX PAYABL	101.206000
		498	09/18/23	DIESEL FUEL-AUGUST	35.13		STMT/08-23		M	-				SALES TAX PAYABL	101.206000
		498	09/18/23	SALES TAX-AUGUST	25.79CR		STMT/08-23		M	-				SMALL TOOLS	101.42411.0221
		498	09/18/23	SALES TAX-AUGUST	8.82CR		STMT/08-23		M	-				AWARDS AND INDEM	101.42411.0442
		498	09/18/23	SALES TAX-AUGUST	7.04CR		STMT/08-23		M	-				AWARDS AND INDEM	101.42411.0442
		498	09/18/23	DIESEL FUEL-AUGUST	252.24		STMT/08-23		M	-				MOTOR FUELS AND	101.43425.0222
		498	09/18/23	DIESEL FUEL-AUGUST	138.88		STMT/08-23		M	-				MOTOR FUELS AND	101.43425.0222
		498	09/18/23	SALES TAX-AUGUST	6.22CR		STMT/08-23		M	-				GENERAL SUPPLIES	101.43425.0229
		498	09/18/23	SALES TAX-AUGUST	30.37CR		STMT/08-23		M	-				GENERAL SUPPLIES	101.43425.0229
		498	09/18/23	SALES TAX-AUGUST	1.18CR		STMT/08-23		M	-				OFFICE SUPPLIES	101.45432.0220
		498	09/18/23	SALES TAX-AUGUST	3.54CR		STMT/08-23		M	-				OFFICE SUPPLIES	101.45432.0220
		498	09/18/23	SALES TAX-AUGUST	1.18CR		STMT/08-23		M	-				GENERAL SUPPLIES	101.45432.0229
		498	09/18/23	SALES TAX-AUGUST	3.95CR		STMT/08-23		M	-				GENERAL SUPPLIES	101.45432.0229
		498	09/18/23	SALES TAX-AUGUST	9.44CR		STMT/08-23		M	-				GENERAL SUPPLIES	101.45432.0229
		498	09/18/23	DIESEL FUEL-AUGUST	9.99		STMT/08-23		M	-				MOTOR FUELS AND	101.45433.0222

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

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MN DEPT OF REVENUE				000492											
	498	09/18/23	SALES	TAX-AUGUST	47.25CR		STMT/08-23		M	-				SMALL TOOLS	101.45435.0221
	498	09/18/23	SALES	TAX-AUGUST	6.41CR		STMT/08-23		M	-				GENERAL SUPPLIES	101.45435.0229
	498	09/18/23	SALES	TAX-AUGUST	1.58CR		STMT/08-23		M	-				GENERAL SUPPLIES	101.45435.0229
	498	09/18/23	SALES	TAX-AUGUST	7.85CR		STMT/08-23		M	-				GENERAL SUPPLIES	101.45435.0229
	498	09/18/23	SALES	TAX-AUGUST	0.93CR		STMT/08-23		M	-				GENERAL SUPPLIES	101.45435.0229
	498	09/18/23	SALES	TAX-AUGUST	8.18CR		STMT/08-23		M	-				GENERAL SUPPLIES	101.45435.0229
	498	09/18/23	SALES	TAX-AUGUST	2.52CR		STMT/08-23		M	-				GENERAL SUPPLIES	101.45435.0229
	498	09/18/23	SALES	TAX-AUGUST	0.94CR		STMT/08-23		M	-				GENERAL SUPPLIES	101.45435.0229
	498	09/18/23	SALES	TAX-AUGUST	2.81CR		STMT/08-23		M	-				GENERAL SUPPLIES	101.45435.0229
	498	09/18/23	SALES	TAX-AUGUST	3.01CR		STMT/08-23		M	-				GENERAL SUPPLIES	101.45435.0229
	498	09/18/23	SALES	TAX-AUGUST	4.74CR		STMT/08-23		M	-				GENERAL SUPPLIES	101.45435.0229
	498	09/18/23	SALES	TAX-AUGUST	6.62CR		STMT/08-23		M	-				GENERAL SUPPLIES	101.45435.0229
	498	09/18/23	SALES	TAX-AUGUST	4.90CR		STMT/08-23		M	-				GENERAL SUPPLIES	101.45435.0229
	498	09/18/23	SALES	TAX-AUGUST	4.73CR		STMT/08-23		M	-				MACHINERY AND AU	450.43425.0553
	498	09/18/23	DIESEL	FUEL-AUGUST	26.78		STMT/08-23		M	-				MOTOR FUELS AND	651.48485.0222
					1,972.02		*CHECK TOTAL								
				VENDOR TOTAL	1,972.02										
MN FIRE SERVICE CERTIF.				000018											
	69581	09/27/23	RECERTIFICATION	FEE	236.25		11818		D	-				SUBSCRIPTIONS AN	101.42412.0443
MN PETROLEUM SERVICE				002167											
	69582	09/27/23	LIFT	INSPECTION-PARTS	236.00		0000131274		D	-				MTCE. OF STRUCTU	101.43425.0225
	69582	09/27/23	LIFT	INSPECTION-LABOR	673.50		0000131274		D	-				MTCE. OF STRUCTU	101.43425.0335
					909.50		*CHECK TOTAL								
				VENDOR TOTAL	909.50										
MOTOR SPORTS OF WILLMAR				000873											
	69583	09/27/23	#196189	WINCH CABLE WARN	14.95		092023		D	-				INVENTORIES-MDSE	101.125000
MR. CLEAN WILLMAR CLEANI				003756											
	69584	09/27/23	CELANING	SERVICE-AUGUS	2,370.00		092023		D	N	01			PROFESSIONAL SER	101.45432.0446
MTI DISTRIBUTING CO				000539											
	69585	09/27/23	#217810	BELTS/BLADES	674.54		1402471-00		D	-				INVENTORIES-MDSE	101.125000
MUNICIPAL UTILITIES				000541											
	69586	09/27/23	UTILITIES	FOR SEPTEMBE	1,115.07		STMT/09-24		D	-				UTILITIES	101.42412.0332
	69586	09/27/23	UTILITIES	FOR SEPTEMBE	4,955.03		STMT/09-24		D	-				UTILITIES	101.43425.0332
	69586	09/27/23	UTILITIES	FOR SEPTEMBE	2,425.55		STMT/09-24		D	-				UTILITIES	230.43430.0332
	69586	09/27/23	UTILITIES	FOR SEPTEMB	59,747.61		STMT/09-24		D	-				UTILITIES	651.48484.0332
	69586	09/27/23	UTILITIES	FOR SEPTEMBER	234.63		STMT/09-24		D	-				UTILITIES	651.48485.0332
					68,477.89		*CHECK TOTAL								
				VENDOR TOTAL	68,477.89										
MVTL LABORATORIES INC				000544											
	69587	09/27/23	LAB	TESTING	359.15		1216668		D	-				PROFESSIONAL SER	651.48484.0446

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
MVTL LABORATORIES INC 000544	69587	09/27/23	LAB TESTING	289.30		1217694		D	-				PROFESSIONAL SER	651.48484.0446
				648.45	*CHECK	TOTAL								
			VENDOR TOTAL	648.45										
NAVARRO/VERONIA .03325	69588	09/27/23	DAMAGE DEPOSIT REFUND	100.00		092023		D	-				REFUNDS AND REIM	101.41428.0882
NELSON INTERNATIONAL 000568	69589	09/27/23	#052444 FUEL TANK STRAP	291.22		X101118148:01		D	-				INVENTORIES-MDSE	101.125000
	69589	09/27/23	#052444 FUEL TANK STRAP	248.18		X101118148:02		D	-				INVENTORIES-MDSE	101.125000
	69589	09/27/23	#052444 FUEL TANK STRAP	32.28		X101118276:01		D	-				INVENTORIES-MDSE	101.125000
	69589	09/27/23	#213637 AIR FILTER	100.03		X101118362:01		D	-				INVENTORIES-MDSE	101.125000
				671.71	*CHECK	TOTAL								
			VENDOR TOTAL	671.71										
NORTH AMERICAN RESCUE, L 003939	69590	09/27/23	FIRST AID BAG	373.58		IN723187		D	-				GENERAL SUPPLIES	101.42411.0229
NORTHERN STATES SUPPLY 000585	69591	09/27/23	RETURN-PLIERS	28.86	CR	10-611472		D	-				SMALL TOOLS	101.43425.0221
	69591	09/27/23	ZIPTIES	12.44		10-614261		D	-				GENERAL SUPPLIES	101.43425.0229
	69591	09/27/23	VEST	7.84		10-614317		D	-				SUBSISTENCE OF P	101.43425.0227
	69591	09/27/23	LIFT STATIONS VACUUM	129.99		10-614322		D	-				SMALL TOOLS	651.48485.0221
	69591	09/27/23	MARKING PAINT	58.68		1706441		D	-				GENERAL SUPPLIES	101.43425.0229
	69591	09/27/23	PRY BAR	38.30		1710241		D	-				SMALL TOOLS	101.43425.0221
				218.39	*CHECK	TOTAL								
			VENDOR TOTAL	218.39										
OAKLEAF/CHAD W 001827	69592	09/27/23	CERT TRAINING	133.00		092023		D	-				TRAVEL-CONF.-SCH	101.42411.0333
OXYGEN SERVICE COMPANY 002223	69593	09/27/23	WELDING HELMET PARTS	13.74		0008664833		D	-				GENERAL SUPPLIES	101.43425.0229
PAPER & THREADS LLC 002895	69594	09/27/23	SQUAD BAG	52.00		092023		D	-				MTCE. OF EQUIPME	101.42411.0334
PERKINS LUMBER CO INC 000604	69595	09/27/23	LUMBER	31.74		2308-211095		D	-				MTCE. OF STRUCTU	101.43425.0225
	69595	09/27/23	WOOD STAKES	34.99		2308-211269		D	-				MTCE. OF STRUCTU	101.43425.0225
	69595	09/27/23	CONSTRUCTION ADHESIVE	11.99		2308-211734		D	-				GENERAL SUPPLIES	101.43425.0229
	69595	09/27/23	EXPANSION JOINT	43.80		2308-212757		D	-				GENERAL SUPPLIES	101.43425.0229
	69595	09/27/23	WOOD STAKES	129.96		2308-213324		D	-				MTCE. OF STRUCTU	101.43425.0225
				252.48	*CHECK	TOTAL								
			VENDOR TOTAL	252.48										
PEST PRO II 001968	69596	09/27/23	PEST CONTROL SERVICE	245.00		39741		D	-				MTCE. OF STRUCTU	651.48484.0335

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
PETERSON SHOE STORE				000608											
	69597	09/27/23		VANDENEINDE-SAFETY BOOTS	212.49		226234		D	-				SUBSISTENCE OF P	101.43425.0227
	69597	09/27/23		DICKERSON-SAFETY BOOTS	242.24		227328		D	-				SUBSISTENCE OF P	101.43425.0227
	69597	09/27/23		TINKLENBERG-SAFETY BOOTS	233.74		227339		D	-				SUBSISTENCE OF P	101.43425.0227
					688.47	*CHECK	TOTAL								
				VENDOR TOTAL	688.47										
PREMIUM WATERS INC				000374											
	69598	09/27/23		DRINKING WATER	37.99		330557263		D	-				GENERAL SUPPLIES	101.45435.0229
	69598	09/27/23		DRINKING WATER	17.00		330558052		D	-				GENERAL SUPPLIES	101.45435.0229
					54.99	*CHECK	TOTAL								
				VENDOR TOTAL	54.99										
QUICK SIGNS				001093											
	69599	09/27/23		DADDY/DAUGHTER BANNER	61.00		180347		D	-				ADVERTISING	101.45435.0447
	69599	09/27/23		AD POSTERS	302.00		180647		D	-				ADVERTISING	101.45435.0447
					363.00	*CHECK	TOTAL								
				VENDOR TOTAL	363.00										
R & R SPECIALTIES INC				000636											
	69600	09/27/23		ARENA BOARDS	401.40		0079756-IN		D	-				MTCE. OF STRUCTU	101.45433.0225
RDO EQUIPMENT CO				003109											
	69601	09/27/23		#234679 FILTER	29.92		P8671911		D	-				INVENTORIES-MDSE	101.125000
	69601	09/27/23		#152243 FUEL TANK	228.59		P8869011		D	-				INVENTORIES-MDSE	101.125000
	69601	09/27/23		#059968 FUEL SENDER	195.11		P8869011		D	-				INVENTORIES-MDSE	101.125000
					453.62	*CHECK	TOTAL								
				VENDOR TOTAL	453.62										
REACH MEDIA NETWORK				003663											
	69602	09/27/23		2024 TV DISPLAY-REC/EVNT	500.00		89900		D	-				PREPAID EXPENSES	101.128000
	69602	09/27/23		2023 TV DISPLAY-REC/EVNT	100.00		89900		D	-				SUBSCRIPTIONS AN	101.45506.0443
					600.00	*CHECK	TOTAL								
				VENDOR TOTAL	600.00										
RILEY BROS CONSTRUCTION				000653											
	69603	09/27/23		EASTSIDE DRAINAGE IMP	12,020.78		1902-B/EST.5		D	-				MTCE. OF OTHER I	420.43418.0336
ROBERT HALF				003837											
	69604	09/27/23		ACCT SERV 09/05-09/08/	1,012.00		62532559		D	-				PROFESSIONAL SER	101.41405.0446
	69604	09/27/23		ACCT SERV 09/11-09/15/	1,395.64		62562284		D	-				PROFESSIONAL SER	101.41405.0446
					2,407.64	*CHECK	TOTAL								
				VENDOR TOTAL	2,407.64										
RULE TIRE SHOP				000665											
	69605	09/27/23		#201663 BALANCE TIRES	69.98		1-66001		D	-				INVENTORIES-MDSE	101.125000
	69605	09/27/23		#213500 TIRES	196.00		1-66209		D	-				INVENTORIES-MDSE	101.125000
	69605	09/27/23		#234680 TIRES	392.00		1-66209		D	-				INVENTORIES-MDSE	101.125000
					657.98	*CHECK	TOTAL								
				VENDOR TOTAL	657.98										

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
SERVICE CENTER/CITY OF W 000685															
	69606	09/27/23	130.60	GALLONS UNLEADED	440.23		STMT/08-23		D	-				MOTOR FUELS AND	101.41402.0222
	69606	09/27/23	11.90	GALLONS UNLEADED	41.52		STMT/08-23		D	-				MOTOR FUELS AND	101.41408.0222
	69606	09/27/23	2515.00	GALLON UNLEADE 8,	654.34		STMT/08-23		D	-				MOTOR FUELS AND	101.42411.0222
	69606	09/27/23	200.17	GALLONS DIESEL	655.55		STMT/08-23		D	-				MOTOR FUELS AND	101.42412.0222
	69606	09/27/23	179.20	GALLONS UNLEADED	621.31		STMT/08-23		D	-				MOTOR FUELS AND	101.42412.0222
	69606	09/27/23	2229.49	GALLONS DIESEL 7,	365.63		STMT/08-23		D	-				MOTOR FUELS AND	101.43425.0222
	69606	09/27/23	1031.50	GALLONS UNLEAD 3,	543.20		STMT/08-23		D	-				MOTOR FUELS AND	101.43425.0222
	69606	09/27/23	95.43	GALLONS DIESEL	320.64		STMT/08-23		D	-				MOTOR FUELS AND	101.45433.0222
	69606	09/27/23	107.80	GALLONS UNLEADED	368.45		STMT/08-23		D	-				MOTOR FUELS AND	101.45433.0222
	69606	09/27/23	106.36	GALLONS DIESEL	351.07		STMT/08-23		D	-				MOTOR FUELS AND	651.48484.0222
	69606	09/27/23	127.80	GALLONS UNLEADED	436.73		STMT/08-23		D	-				MOTOR FUELS AND	651.48484.0222
					22,798.67	*CHECK	TOTAL								
				VENDOR TOTAL	22,798.67										
SHERWIN WILLIAMS CO 000690															
	69607	09/27/23		PAINT-OUTSIDE BUILDINGS	113.41		41684		D	-				MTCE. OF STRUCTU	101.45433.0225
	69607	09/27/23		PAINT	10.48		41890		D	-				MTCE. OF STRUCTU	101.45433.0225
	69607	09/27/23		PAINT-BRIDGE	21.05		41965		D	-				MTCE. OF STRUCTU	101.43425.0225
	69607	09/27/23		ACETONE-CLEAN MEACHINES	142.75		42443		D	-				GENERAL SUPPLIES	101.43425.0229
	69607	09/27/23		PAINT MACHINE CLEANER	102.93		45982		D	-				GENERAL SUPPLIES	101.43425.0229
					390.62	*CHECK	TOTAL								
				VENDOR TOTAL	390.62										
SOUTH 71 VETERINARY CLIN 000699															
	69608	09/27/23		ANIMAL CARE SERVICE	56.93		2324111		D	-				PROFESSIONAL SER	101.42411.0446
STACY'S NURSERY INC 000706															
	69609	09/27/23		GRASS SEED	275.98		21802		D	-				GENERAL SUPPLIES	101.43425.0229
	69609	09/27/23		SOD/ROLL AT CIVIC CNTR	403.00		21802		D	-				GENERAL SUPPLIES	101.45433.0229
					678.98	*CHECK	TOTAL								
				VENDOR TOTAL	678.98										
STREICHER'S 000722															
	69610	09/27/23		GERADS-HOLSTER	174.99		I1653992		D	-				SUBSISTENCE OF P	101.42411.0227
SYSCO WESTERN MINNESOTA 000161															
	69611	09/27/23		CONCESSION SUPPLIES	622.23		253464752		D	-				GENERAL SUPPLIES	101.45433.0229
	69611	09/27/23		WELCOME WEEK LUNCH	627.95		253468306		D	-				SUBSISTENCE OF P	101.41400.0227
					1,250.18	*CHECK	TOTAL								
				VENDOR TOTAL	1,250.18										
TACTICAL ADVANTAGE, LLC 003706															
	69612	09/27/23		GLOCK 17 GEN 5	190.85		2023-0061		D	-				SMALL TOOLS	101.42411.0221
TECH CHECK, LLC 003801															
	69613	09/27/23		CIP IS	34,366.50		53051		D	-				FURNITURE AND EQ	219.41409.0552
	69613	09/27/23		2024 VEEAM SUBSCRIPTIO	1,792.40		53236		D	-				PREPAID EXPENSES	101.128000
	69613	09/27/23		2023 VEEAM SUBSCRIPTION	540.60		53236		D	-				LICENSES AND TAX	101.41409.0445

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
TECH CHECK, LLC				003801											
		69613	09/27/23	2024 VMWARE SUBSCRIPTION	852.78		53237		D	-				PREPAID EXPENSES	101.128000
		69613	09/27/23	2025 VMWARE SUBSCRIPTION	850.45		53237		D	-				PREPAID EXPENSES	101.128000
		69613	09/27/23	2026 VMWARE SUBSCRIPTION	652.05		53237		D	-				PREPAID EXPENSES	101.128000
		69613	09/27/23	2023 VMWARE SUBSCRIPTION	198.05		53237		D	-				LICENSES AND TAX	101.41409.0445
					39,252.83	*CHECK	TOTAL								
				VENDOR TOTAL	39,252.83										
TEN17 MEDIA LLC				003589											
		69614	09/27/23	WEBSITE/SOC. MEDIA WOR	1,250.00		1352		D	N	01			PROFESSIONAL SER	235.41402.0446
THE MN TRANSPORTATION AL				003940											
		69615	09/27/23	2024 MEMBERSHIP DUES	506.25		P23-1041		D	-				PREPAID EXPENSES	101.128000
		69615	09/27/23	2023 MEMBERSHIP DUES	168.75		P23-1041		D	-				INTEREST	101.41401.0444
					675.00	*CHECK	TOTAL								
				VENDOR TOTAL	675.00										
THORSON/JASON				003937											
		69616	09/27/23	SAFETY BOOTS	194.95		092023		D	-				SUBSISTENCE OF P	101.43425.0227
TORKELSON'S LOCK SERVICE				002583											
		69617	09/27/23	RPR HANDLE ON EXT DOOR-P	5.00		7457511		D	N	01			MTCE. OF STRUCTU	101.41408.0225
		69617	09/27/23	RPR HANDLE ON EXT DOOR-L	70.00		7457511		D	N	01			MTCE. OF STRUCTU	101.41408.0335
					75.00	*CHECK	TOTAL								
				VENDOR TOTAL	75.00										
TPI HOSPITALITY				003751											
		69618	09/27/23	3RD HALF TAX ABATEMENT	8,625.00		092023		D	-				REFUNDS AND REIM	101.41402.0882
TYLER TECHNOLOGIES, INC				003795											
		69619	09/27/23	09/11-09/14/23 ERP PRO	5,600.00		045-438453		D	-				PROFESSIONAL SER	219.41409.0446
ULINE				002687											
		69620	09/27/23	EVDENCE ROOM SUPPLIES	50.57		167804997		D	-				GENERAL SUPPLIES	101.42411.0229
ULTIMATE SAFETY CONCEPTS				000165											
		69621	09/27/23	CAL. GAS-AIR MONITORS	256.01		207377		D	-				GENERAL SUPPLIES	101.42412.0229
UNCOMMON USA INC				001286											
		69622	09/27/23	AMERICAN FLAGS	132.00		1254947-IN		D	-				GENERAL SUPPLIES	101.41408.0229
US BANK EQUIPMENT FINANC				003143											
		69499	09/19/23	500-0576320-000-SEP	157.00		510348345		D	-				RENTS	101.42411.0440
		69623	09/27/23	500-0664928-000-OCT	751.80		511461774		D	-				RENTS	101.41410.0440
				VENDOR TOTAL	908.80										
VALIANT/LESLIE				003660											
		69624	09/27/23	MEAL-VALIANT	14.25		092023		D	-				SUBSISTENCE OF P	101.41400.0227
		69624	09/27/23	MEALS-NELSEN, DAVIS, ASMUS	42.73		092023		D	-				SUBSISTENCE OF P	101.41401.0227

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

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VALIANT/LESLIE						003660								
	69624	09/27/23	MILEAGE-COLUMBIA HEIGHTS	130.00		092023		D	-				TRAVEL-CONF.-SCH	101.41401.0333
				186.98	*CHECK	TOTAL								
			VENDOR TOTAL	186.98										
VAN DYKEN/JACOB						003853								
	69625	09/27/23	GAS-DIVE TRAINING	46.13		092023		D	-				MOTOR FUELS AND	101.42411.0222
	69625	09/27/23	DIVE TRAINING	190.00		092023		D	-				TRAVEL-CONF.-SCH	101.42411.0333
				236.13	*CHECK	TOTAL								
			VENDOR TOTAL	236.13										
VERIZON WIRELESS						002915								
	69626	09/27/23	CELL PHONE USE-SEPTEMB	2,637.41		9943964573		D	-				COMMUNICATIONS	101.41409.0330
	69626	09/27/23	EAGLE LAKE #4	40.01		9943964573		D	-				COMMUNICATIONS	651.48487.0330
				2,677.42	*CHECK	TOTAL								
			VENDOR TOTAL	2,677.42										
VIKING COCA-COLA BOTTLIN						000777								
	69627	09/27/23	CONCESSION SUPPLIES	1,180.50		3225325		D	-				GENERAL SUPPLIES	101.45433.0229
VULCAN INDUSTRIES INC						002906								
	69628	09/27/23	RPR-SCREENING BAY HOLDER	156.00		23474-17939		D	-				MTCE. OF EQUIPME	651.48484.0224
WEST CENTRAL INDUSTRIES						000801								
	69629	09/27/23	BATHROOM CLEANING-JUL	1,852.00		9189		D	-				CLEANING AND WAS	101.43425.0338
	69629	09/27/23	BATHROOM CLEANING-AUG	2,001.00		9235		D	-				CLEANING AND WAS	101.43425.0338
				3,853.00	*CHECK	TOTAL								
			VENDOR TOTAL	3,853.00										
WEST CENTRAL PRINTING						000803								
	69630	09/27/23	OVERTIME REQUEST FORMS	191.16		23984		D	-				OFFICE SUPPLIES	101.42411.0220
WEST CENTRAL SANITATION						000805								
	69500	09/19/23	RECYCLING-OCTOBER	97.64		12880410		D	-				CLEANING AND WAS	101.43425.0338
	69500	09/19/23	RECYCLING-OCTOBER	97.64		12880410		D	-				CLEANING AND WAS	101.45433.0338
	69500	09/19/23	RECYCLING-OCTOBER	38.83		12880410		D	-				CLEANING AND WAS	101.45435.0338
	69500	09/19/23	RECYCLING-OCTOBER	97.64		12880410		D	-				CLEANING AND WAS	101.45437.0338
				331.75	*CHECK	TOTAL								
			VENDOR TOTAL	331.75										
WEST CENTRAL TROPHIES						000808								
	69631	09/27/23	NAME TAGS	75.00		8803		D	-				GENERAL SUPPLIES	101.41401.0229
WIERSCHEM/ALLEN L						003240								
	69632	09/27/23	SAFETY BOOTS	204.95		092023		D	-				SUBSISTENCE OF P	101.43425.0227
WILLMAR TOWNSHIP						001983								
	69633	09/27/23	CHLORIDE-30TH AVE SW	519.75		2023-1053		D	-				MTCE. OF OTHER I	101.43425.0336

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
WINDSTREAM				002100											
		69634	09/27/23	PHONE SERVICE-SEP	75.52		STMT/09-23		D	-				COMMUNICATIONS	101.45433.0330
WINFIELD/CAIRSTI				.03326											
		69635	09/27/23	DAMAGE DEPOSIT REFUND	100.00		092023		D	-				REFUNDS AND REIM	101.41428.0882
4M				003585											
		497	09/14/23	4M MONEY MRKT-3520	7,816,995.14		091423		M	-				INVESTMENTS	423.109000
		499	09/18/23	4M MONEY MRKT-35205-	500,000.00		091823		M	-				INVESTMENTS	423.109000
				VENDOR TOTAL	8,316,995.14										

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
REPORT TOTALS:				9,073,596.66										

RECORDS PRINTED - 000473

Vendor Payment History Report

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
-----	-----	
101	GENERAL FUND	265,163.08
205	INDUSTRIAL DEVELOPMENT	67,021.15
219	CORONAVIRUS RELIEF FUND	44,571.34
230	WILLMAR MUNICIPAL AIRPORT	2,425.55
235	WILLMAR MAIN STREET	1,486.36
323	D.S. - 2023A BOND	40,282.00
420	LOCAL OPT SALES TAX PROJECTS	12,020.78
422	S.A.B.F. - 2022A	25,744.00
423	S.A.B.F. - 2023A	8,316,995.14
424	S.A.B.F. - 2024A	71,880.00
430	C.P. - AIRPORT DEVELOPMENT	106,223.79
450	CAPITAL IMPROVEMENT FUND	4.73 CR
651	WASTE TREATMENT	119,788.20
TOTAL ALL FUNDS		9,073,596.66

BANK RECAP:

BANK	NAME	DISBURSEMENTS
-----	-----	
HERT	HERITAGE BANK	9,073,596.66
TOTAL ALL BANKS		9,073,596.66



City Council Action Request

Council Meeting Date:	October 2, 2023	Agenda Item Number:	5.F.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	No	Prepared By:	Kyle Box, City Operations Director
Ordinance:	No	Presented By:	Kyle Box, City Operations Director
Item:	Authorize Staff to Release Agriculture Land Bid Packet		

RECOMMENDED ACTION:

Authorize staff to release the 2024 - 2026 Ag land bid packet.

OVERVIEW:

The City of Willmar has several hundred acres that are leased out to area farmers. The lease agreements will expire at the end of 2023. These lands are owned by the city and either used for crops or hay until the city sells or develops the land.

The enclosed bid packet will be posted and sent to current and prospective leaseholders.

BUDGETARY/FISCAL ISSUES:

NA

ALTERNATIVES TO CONSIDER:

None Recommended

ATTACHMENTS:

1. 2024-2026 Bid Docs
2. Public Notice

BID DOCUMENT
City of Willmar
City Agricultural Land Lease
2024 – 2026
Information Required of Bidder:

Name: _____

Address: _____

Telephone: _____

Email: _____

The bidder must sign the "Bidder's Certification" below. The bidder hereby agrees to pay the following price per acre for leasing city-owned agricultural land. The price per acre shall be per year for the three -year agreement:

BID PER ACRE: Tract 1 –Land located in Sections 17 and 18, Township 119N, Range 35W which contains 76.00 acres, of which 49.00 acres, more or less, are tillable.

2024 - 2026:_____

BID PER ACRE: Tract 2 – Land located in Section 17, Township 119N, Range 35W, which contains 25.00 acres, of which 19 acres, more or less, are tillable.

2024 - 2026:_____

BID PER ACRE: Tract 4 – Land located in Section 20, Township 119N, Range 35W, which contains 36.00 acres of which 30.7, more or less, are tillable.

2024 - 2026:_____

BID PER ACRE: Tract 5 – Land located in Section 17, Township 119N, Range 35W, which contains 16.2 acres, more or less, that are tillable.

2024 - 2026:_____

BID PER ACRE: Tract 6 – Land located in Sections 16 and 17, Township 119N, Range 35W, which contains 23.00 acres, of which 20.00 more or less, that are tillable.

2024 - 2026: _____

BID PER ACRE: Tract 7 – Land located in property described as: Lot 1. Block Three, Willmar Industrial Park Third Addition, which contains 29.97 acres, more or less, 24.00 acres that are tillable.

2024 - 2026: _____

BID PER ACRE: ROW 1 – Land located in Section 14, Township 119N, Range 36W, which contains 14.12 acres of which 12.1 acres, more or less, that are tillable.

2024 - 2026: _____

BID PER ACRE: ROW 2 – Land located in Section 11, Township 119N, Range 36W, which contains 82.00 acres of which 63.56 acres, more or less, that are tillable.

2024 - 2026: _____

BID PER ACRE: ROW 3 – Land located in Section 18, Township 119N, Range 35W, which contains 10.98 acres of which 10.62 acres, more or less, that are tillable.

2024 - 2026: _____

BID PER ACRE: ROW 4 – Land located in Section 13, Township 119N, Range 36W, which contains 98.3 acres, more or less, 98.3 acres that are tillable.

2024 - 2026: _____

BID PER ACRE: ROW 5 – Land located in Section 11, Township 119N, Range 36W, which contains 6.08 acres of which 6 acres, more or less, that are tillable.

2024 - 2026: _____

BID PER ACRE: **Hay Ground** - Approximately 155 acres

2024 - 2026: _____

Bidder's Certification:

I have reviewed the documents included in the bid document and hereby agree to execute and abide by the Lease if the City of Willmar accepts my bid. It is agreed and understood that minor revisions of the attached "Typical" Farm Lease(s) may be made, with the agreement of the City and the Lessee. It is understood that all property leased and farmed by the bidder shall be returned in a plowed state to the City at the end of the lease period.

It is agreed and understood that the City may award the bid based on any criteria deemed to be of value to the City. The City also retains the right to reject any and all bids and waive any informalities and irregularities.

Bidder's Signature

____/____/_____
Date

Tract 1





Tract 2

Willmar Ave SW

15th Ave SW

40

15th Ave SW



Tract 4



Tract 5



Tract 6

Willmar Ave SW

Tract 7



116

75th St SW

75th St NW

ROW 1

Willmar Airport ROW 1-2

1st Ave W



ROW 2

60th St SW

Willmar Airport ROW No. 1-3

ROW 3

Willmar Airport ROW 1-1



ROW 4

60th St SW

60th St NW

1st Ave W

7th Ave NW

82nd St NW

ROW 5

Willmar Airport ROW 1-2



60th St SW

40

15th Ave SW





Willmar Airport ROW 1-2

Willmar Airport ROW 1-1

12

Hwy 12 W

MnDOT ROW 34-42

30th St SW

5

Willmar Industrial Park 3rd Add

Willmar Industrial Park 2nd Add

Willmar Ind Park 4th Add

Willmar Ind Park 5th Add

Trott Ave SW

Airport Dr SW

Willmar Industrial Park 3rd Add

Willmar Ave SW near RCW plat 47-1

Willmar Industrial Park 3rd Add



Airport Dr SW

23rd St SW

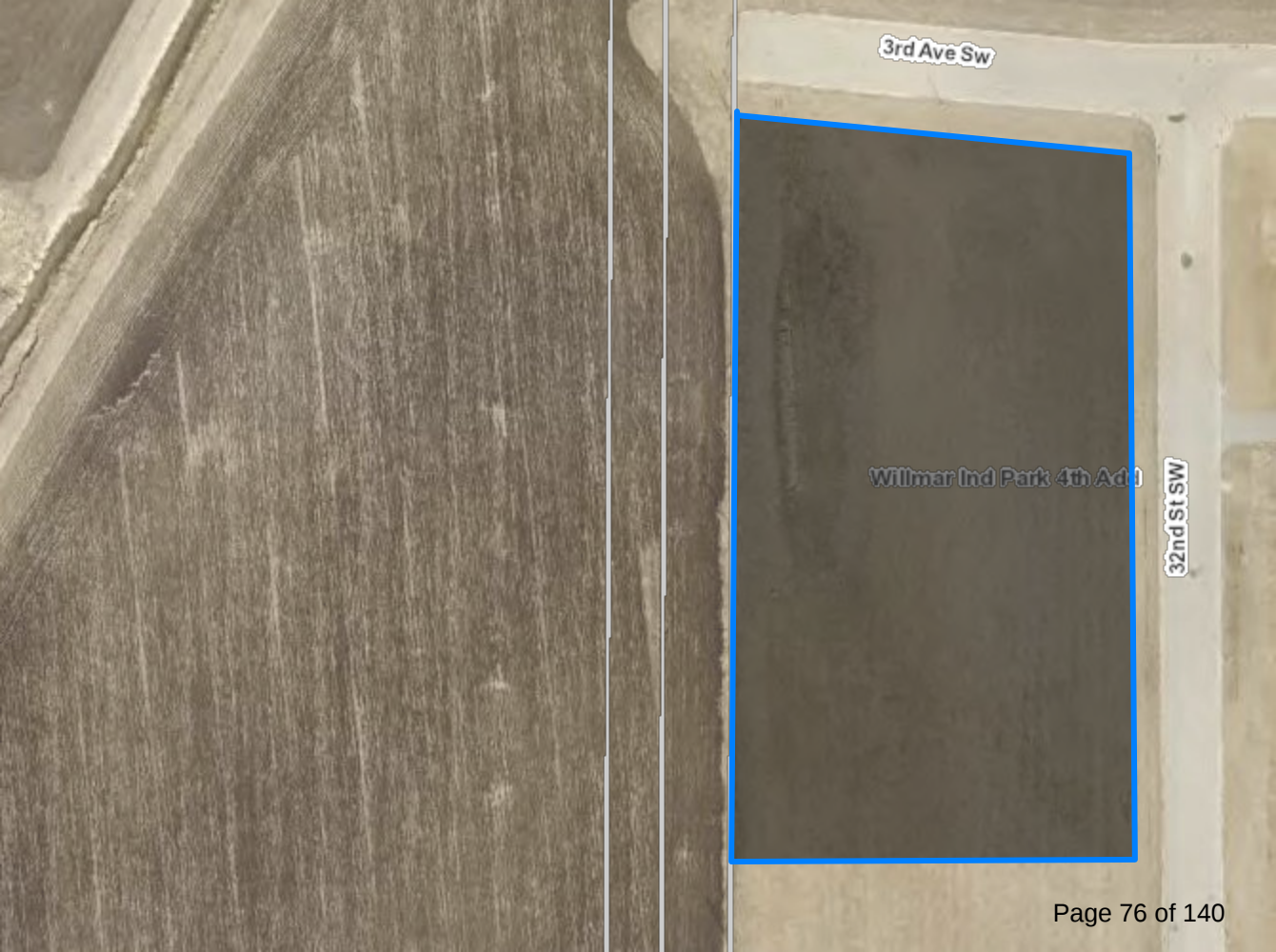
Willmar Industrial Park

Willmar Industrial Park 3rd Add

City of Willmar ROW plat 47-1

Industrial Dr SW

Willmar Ave SW



3rd Ave Sw

Willmar Ind Park 4th Ad

32nd St SW



3rd Ave Sw

32nd St SW

Willmar Ind Park 4th Add

Trott Ave SW

Willmar Western Interceptor

Page 77 of 140

32nd St SW

Willmar Ind Park 4th Add

30th St SW

5

Willmar Western Interceptor

Trott Ave SW

City of Willmar ROW plat 47-1

Willmar Ind Park 5th Add

28th St SW

Airport Dr SW

Willmar Ind Park 5th Add

Willmar Ave SW

30th St SW

Willmar Ind Park 4th Add

5

40

15th Ave SW

Public Notice

Advertisement for Bids

Agricultural Land Lease

The City of Willmar is accepting sealed bids for several city-owned agricultural properties. Each of the 13 properties will be separate leases. The lease will last three (3) years, beginning on January 1, 2024, and ending on December 31, 2026.

Bid packets are available at City Hall and on the City website, www.willmarmn.gov

Bids may be submitted in person or mailed to:

City of Willmar
Attn: City Clerk
333 6th Street SW
Willmar, MN 56201

Sealed bids will be accepted until 2:00 PM, Wednesday, November 1, 2023. The bids will be publicly opened at City Hall, 333 6th St. SW, Willmar, MN 56201.

Bid documents, including full legal descriptions and maps of the properties, may be obtained by contacting City Administration in writing, in person, by phone, or by email. City Hall, 333 6th St SW, Willmar, MN 56201. (320) 235-4913. aahrendt@willmarmn.gov.



City Council Action Request

Council Meeting Date:	October 2, 2023	Agenda Item Number:	5.G.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	No	Prepared By:	Leslie Valiant, City Administrator
Ordinance:	No	Presented By:	Mayor Doug Reese
Item:	Community Center Task Force		

RECOMMENDED ACTION:

Approve the formation of a Community Center Task Force.

OVERVIEW:

Mayor Reese is asking the Council to approve the following for the Community Center Task Force to research and recommend site locations to the City Council.

- Community members: Diana Fry, Denis Andreson, Tom Gilbertson
- City Council members: Julie Asmus, Justin Ask, Doug Reese
- Staff: Britta Diem, Pablo Obregon, Leslie Valiant

BUDGETARY/FISCAL ISSUES:

N/A

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

None



City Council Action Request

Council Meeting Date:	October 2, 2023	Agenda Item Number:	5.H.
Agenda Section:	Consent Items	Originating Department:	Public Works
Resolution:	Yes	Prepared By:	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	Presented By:	Jared Voge
Item:	Accept Project No. 2201-D and authorize final payment		

RECOMMENDED ACTION:

Adopt the resolution accepting Project No. 2201-D and authorizing final payment to Duininck, Inc. in the amount of \$55,482.10.

OVERVIEW:

Project No. 2201-D, the reconstruction of 13th Street SW from Litchfield Avenue to Trott Avenue and Litchfield Avenue SW from 13th Street to 11th Street, was awarded to Duininck, Inc. at the April 4th, 2022 Council Meeting. Final quantities have been reviewed and staff recommends accepting the project, releasing final payment to the contractor in the amount of \$55,482.10, and closing out the project.

BUDGETARY/FISCAL ISSUES:

The final payment is within the project budget.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. RESOLUTION- ACCEPT PROJECT FINAL PROJECT NO. 2201-D
2. Project No. 2201-D Final Pay Application

Resolution No.

A RESOLUTION ACCEPTING PROJECT NO. 2201-D AND AUTHORIZING FINAL PAYMENT.

Motion By:_____ Second By:_____

IMPROVEMENT: Project No. 2201-D: 13th Street SW & Litchfield Avenue SW
Reconstruction

CONTRACTOR: Duininck, Inc.
DATE OF CONTRACT: April 4, 2022
BEGIN WORK: June 1, 2022
COMPLETE WORK: September 13, 2023
APPROVE, ENGINEERING DEPT: September 26, 2023

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

1. The said City of Willmar 13th Street & Litchfield Avenue SW Project be herewith approved and accepted by the City of Willmar.
2. The following summary and final payment be approved:

ORIGINAL CONTRACT AMOUNT:	\$1,197,019.20
CHANGE ORDER NO. 1	(\$87,377.17)
FINAL NET CONTRACT AMOUNT, PROPOSED:	\$1,109,642.03
ACTUAL FINAL CONTRACT AMOUNT AS CONSTRUCTED:	\$1,109,642.03
Less Previous Payments	\$1,054,159.93
FINAL PAYMENT DUE CONTRACTOR:	\$55,482.10

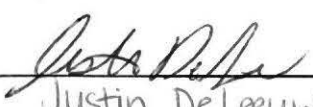
Dated this 2nd day of October, 2023

Mayor

Attest:

City Clerk

Contractor's Application for Payment

Owner: <u>City of Willmar</u> Engineer: <u>Bolton & Menk, Inc.</u> Contractor: <u>Duininck, Inc.</u> Project: <u>13th Street SW AND Litchfield Avenue SW Reconstruction</u> Contract: <u>13th Street SW AND Litchfield Avenue SW Reconstruction</u>	Owner's Project No.: <u>2201-D</u> Engineer's Project No.: <u>0W1.125728</u> Agency's Project No.: _____																																				
Application No.: <u>7 - Final</u> Application Date: <u>9/13/2023</u> Application Period: <u>From</u> <u>7/22/2023</u> <u>to</u> <u>9/13/2023</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;">1,197,019.20</td> </tr> <tr> <td>2. Net change by Change Orders</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">(87,377.17)</td> </tr> <tr> <td>3. Current Contract Price (Line 1 + Line 2)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">1,109,642.03</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;">1,109,642.03</td> </tr> <tr> <td>5. Retainage</td> <td></td> <td></td> </tr> <tr> <td> a. _____ X \$ 1,109,642.03 Work Completed</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td> b. _____ X \$ - Stored Materials</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td> 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;">1,109,642.03</td> </tr> <tr> <td>7. Less previous payments</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">1,054,159.93</td> </tr> <tr> <td>8. Amount due this application</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">55,482.10</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	\$	1,197,019.20	2. Net change by Change Orders	\$	(87,377.17)	3. Current Contract Price (Line 1 + Line 2)	\$	1,109,642.03	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	1,109,642.03	5. Retainage			a. _____ X \$ 1,109,642.03 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)	\$	1,109,642.03	7. Less previous payments	\$	1,054,159.93	8. Amount due this application	\$	55,482.10	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; and (4) The provisions of M. S. 290.92 have been complied with and that all claims against me by reason of the Contract have been paid or satisfactorily secured.																																					
Contractor: <u>Duininck, Inc.</u> Signature: <u>Kristopher Duinick</u> Kristopher Duinick (Sep 25, 2023 13:36 CDT) Name: <u>Kristopher Duinick</u> Date: <u>Sep 25, 2023</u> Title: <u>Vice President</u>																																					
Re: By:  Name: <u>Josh Halvorson, P.E.</u> Title: <u>Principal in Charge</u> Date: <u>09/26/2023</u>	Approved by Owner By:  Name: <u>Justin DeLaeruw</u> Title: <u>Public Works Director</u> Date: <u>9-26-23</u>																																				

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Willmar	Owner's Project No.:	2201-0
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	OW1.125728
Contractor:	Duininck, Inc.	Agency's Project No.:	
Project:	13th Street SW AND Litchfield Avenue SW Reconstruction		
Contract:	13th Street SW AND Litchfield Avenue SW Reconstruction		

Application No.: 7 - Final		Application Period: From 07/22/23 to 09/13/23		Application Date: 09/13/23								
A	B	C	D	E	F	F1	F2	G	H	I	J	K
Bid Item No.	Description	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 (J / F) (%)
		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) (\$)			
Original Contract												
1	MOBILIZATION	1.00	LUMP SUM	54,500.00	54,500.00	1.00	54,500.00	1.00	54,500.00		54,500.00	100%
2	CLEARING	28.00	TREE	400.00	11,200.00	32.00	12,800.00	32.00	12,800.00		12,800.00	114%
3	GRUBBING	28.00	TREE	115.00	3,220.00	32.00	3,680.00	32.00	3,680.00		3,680.00	114%
4	CLEAR AND GRUB, SPECIAL	1.00	LUMP SUM	750.00	750.00	1.00	750.00	1.00	750.00		750.00	100%
5	CLEAR AND GRUB, BUSHES	50.00	SQ YD	10.00	500.00	-	-	-	-		-	-
6	REMOVE CURB AND GUTTER	2,930.00	LIN FT	4.00	11,720.00	2,931.00	11,724.00	2,931.00	11,724.00		11,724.00	100%
7	REMOVE BITUMINOUS PAVEMENT	6,378.00	SQ YD	3.00	19,134.00	6,378.00	19,134.00	6,378.00	19,134.00		19,134.00	100%
8	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	18.00	SQ YD	22.00	396.00	12.00	264.00	12.00	264.00		264.00	67%
9	REMOVE CONCRETE DRIVEWAY PAVEMENT	351.00	SQ YD	15.00	5,265.00	350.00	5,250.00	350.00	5,250.00		5,250.00	100%
10	REMOVE CONCRETE WALK	317.00	SQ YD	9.00	2,853.00	135.00	1,215.00	135.00	1,215.00		1,215.00	43%
11	SALVAGE MAILBOX	5.00	EACH	100.00	500.00	5.00	500.00	5.00	500.00		500.00	100%
12	SALVAGE SIGN	6.00	EACH	40.00	240.00	6.00	240.00	6.00	240.00		240.00	100%
13	SALVAGE FENCE	65.00	LIN FT	25.00	1,625.00	45.00	1,125.00	45.00	1,125.00		1,125.00	69%
14	SALVAGE RETAINING WALL (ROCK)	16.00	SQ FT	30.00	480.00	13.00	390.00	13.00	390.00		390.00	81%
15	SALVAGE RETAINING WALL (GREEN TREATED)	54.00	SQ FT	30.00	1,620.00	19.50	585.00	19.50	585.00		585.00	36%
16	COMMON LABORER	30.00	HOUR	50.00	1,500.00	-	-	-	-		-	-
17	3.0 CU YD SHOVEL	15.00	HOUR	150.00	2,250.00	-	-	-	-		-	-
18	DOZER	15.00	HOUR	160.00	2,400.00	-	-	-	-		-	-
19	12 CU YD TRUCK	15.00	HOUR	115.00	1,725.00	-	-	-	-		-	-
20	3.0 CU YD FRONT END LOADER	15.00	HOUR	100.00	1,500.00	-	-	-	-		-	-
21	SKID LOADER	15.00	HOUR	100.00	1,500.00	-	-	-	-		-	-
22	1.5 CU YD BACKHOE	15.00	HOUR	128.00	1,920.00	-	-	-	-		-	-
23	COMMON EXCAVATION (P)	4,246.00	CU YD	19.00	80,674.00	4,246.00	80,674.00	4,246.00	80,674.00		80,674.00	100%
24	SUBGRADE EXCAVATION (EV)	483.00	CU YD	22.00	10,626.00	54.00	1,188.00	54.00	1,188.00		1,188.00	11%
25	SELECT GRANULAR BORROW (CV)	2,902.00	CU YD	27.00	78,354.00	2,411.00	65,097.00	2,411.00	65,097.00		65,097.00	83%
26	GEOTEXTILE FABRIC TYPE V	7,254.00	SQ YD	1.60	11,606.40	7,071.00	11,313.60	7,071.00	11,313.60		11,313.60	97%
27	AGGREGATE BASE (CV) CLASS 5	1,330.00	CU YD	42.00	55,860.00	1,178.00	49,476.00	1,178.00	49,476.00		49,476.00	89%
28	AGGREGATE SURFACING (CV) CLASS 5	50.00	CU YD	48.00	2,400.00	63.50	3,048.00	63.50	3,048.00		3,048.00	127%
29	TYPE SP 9.5 WEARING COURSE MIX (2,B)	565.00	TON	86.00	48,590.00	598.08	51,434.88	598.08	51,434.88		51,434.88	106%
30	TYPE SP 12.5 NON WEAR COURSE MIX (2,B)	940.00	TON	80.00	75,200.00	903.37	72,269.60	903.37	72,269.60		72,269.60	96%
31	BITUMINOUS DRIVEWAY PAVEMENT	12.00	SQ YD	90.00	1,080.00	24.30	2,187.00	24.30	2,187.00		2,187.00	203%
32	4" CONCRETE WALK	2,962.00	SQ FT	5.50	16,291.00	2,658.00	14,619.00	2,658.00	14,619.00		14,619.00	90%
33	6" CONCRETE WALK (PEDESTRIAN RAMPS)	626.00	SQ FT	10.00	6,260.00	660.00	6,600.00	660.00	6,600.00		6,600.00	105%
34	CONCRETE CURB & GUTTER DESIGN B618	2,940.00	LIN FT	14.50	42,630.00	3,025.00	43,862.50	3,025.00	43,862.50		43,862.50	103%
35	6" CONCRETE DRIVEWAY PAVEMENT	412.00	SQ YD	63.00	25,956.00	432.50	27,247.50	432.50	27,247.50		27,247.50	105%
36	CONCRETE STEP	15.00	EACH	300.00	4,500.00	5.00	1,500.00	5.00	1,500.00		1,500.00	33%
37	TRUNCATED DOMES	100.00	SQ FT	50.00	5,000.00	110.00	5,500.00	110.00	5,500.00		5,500.00	110%
38	5" EDGE DRAIN	2,690.00	LIN FT	8.00	21,520.00	2,426.00	19,408.00	2,426.00	19,408.00		19,408.00	90%
39	5" DRAIN CLEANOUT	10.00	EACH	250.00	2,500.00	10.00	2,500.00	10.00	2,500.00		2,500.00	100%
40	SUMP PUMP DRAINLINE SERVICE	26.00	EACH	300.00	7,800.00	2.00	600.00	2.00	600.00		600.00	8%
41	TRAFFIC CONTROL	1.00	LUMP SUM	4,500.00	4,500.00	1.00	4,500.00	1.00	4,500.00		4,500.00	100%
42	FURNISH & INSTALL SIGN TYPE C	1.00	EACH	500.00	500.00	1.00	500.00	1.00	500.00		500.00	100%
43	FURNISH & INSTALL SIGN (STREET NAME)	4.00	EACH	550.00	2,200.00	4.00	2,200.00	4.00	2,200.00		2,200.00	100%
44	REINSTALL MAILBOX	4.00	EACH	250.00	1,000.00	3.00	750.00	3.00	750.00		750.00	75%
45	REINSTALL FENCE	17.00	LIN FT	50.00	850.00	-	-	-	-		-	-
46	REINSTALL RETAINING WALL (GREEN TREATED)	54.00	SQ FT	25.00	1,350.00	19.50	487.50	19.50	487.50		487.50	36%
47	REINSTALL RETAINING WALL (ROCK)	8.00	SQ FT	25.00	200.00	39.00	975.00	39.00	975.00		975.00	488%

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Willmar	Owner's Project No.:	2201-D
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	0W1.125728
Contractor:	Duininck, Inc.	Agency's Project No.:	
Project:	13th Street SW AND Litchfield Avenue SW Reconstruction		
Contract:	13th Street SW AND Litchfield Avenue SW Reconstruction		

Application No.: 7 - Final		Application Period: From 07/22/23 to 09/13/23		Application Date: 09/13/23								
A	B	C	D	E	F	F1	F2	G	H	I	J	K
Bid Item No.	Description	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 (J / F) (%)
		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) (\$)			
48	SEDIMENT CONTROL LOG, TYPE WOOD CHIP	140.00	LIN FT	4.25	595.00	140.00	595.00	140.00	595.00		595.00	100%
49	SILT FENCE, TYPE M5	100.00	LIN FT	3.00	300.00	150.00	450.00	150.00	450.00		450.00	150%
50	EROSION CONTROL BLANKET, CAT 20	87.00	SQ YD	1.90	165.30	-	-	-	-		-	-
51	STORM DRAIN INLET PROTECTION	16.00	EACH	140.00	2,240.00	16.00	2,240.00	16.00	2,240.00		2,240.00	100%
52	STABILIZED CONSTRUCTION EXIT	1.00	EACH	1,100.00	1,100.00	1.00	1,100.00	1.00	1,100.00		1,100.00	100%
53	STRIP, SALVAGE, SCREEN, AND RESPREAD EXISTING TOPSOIL	1.00	LUMP SUM	26,000.00	26,000.00	1.00	26,000.00	1.00	26,000.00		26,000.00	100%
54	COMMON TOPSOIL BORROW (LV)	135.00	CU YD	45.00	6,075.00	-	-	-	-		-	-
55	TURF ESTABLISHMENT	3,913.00	SQ YD	1.50	5,869.50	5,283.00	7,924.50	5,283.00	7,924.50		7,924.50	135%
56	REMOVE STORM SEWER PIPE (12" & LARGER)	414.00	LIN FT	8.00	3,312.00	350.00	2,800.00	350.00	2,800.00		2,800.00	85%
57	REMOVE STORM MANHOLE OR CATCH BASIN	7.00	EACH	225.00	1,575.00	7.00	1,575.00	7.00	1,575.00		1,575.00	100%
58	CONNECT TO EXISTING STORM PIPE	3.00	EACH	900.00	2,700.00	3.00	2,700.00	3.00	2,700.00		2,700.00	100%
59	12" RC PIPE SEWER CLASS V	280.00	LIN FT	65.00	18,200.00	301.00	19,565.00	301.00	19,565.00		19,565.00	108%
60	24" RC PIPE SEWER CLASS III	99.00	LIN FT	98.00	9,702.00	102.00	9,996.00	102.00	9,996.00		9,996.00	103%
61	CONSTRUCT DRAINAGE STRUCTURE, DES H	23.54	LIN FT	450.00	10,593.00	23.60	10,620.00	23.60	10,620.00		10,620.00	100%
62	CONSTRUCT DRAINAGE STRUCTURE, DES 48-4020	16.29	LIN FT	700.00	11,403.00	16.30	11,410.00	16.30	11,410.00		11,410.00	100%
63	CONSTRUCT DRAINAGE STRUCTURE, DES 60-4020	9.69	LIN FT	1,000.00	9,690.00	9.70	9,700.00	9.70	9,700.00		9,700.00	100%
64	CASTING ASSEMBLY (STORM)	12.00	EACH	715.00	8,580.00	12.00	8,580.00	12.00	8,580.00		8,580.00	100%
65	INTERIOR LINING OF CATCH BASIN RINGS	10.00	EACH	830.00	8,300.00	10.00	8,300.00	10.00	8,300.00		8,300.00	100%
66	ADJUST FRAME AND RING CASTING (STORM)	2.00	EACH	460.00	920.00	2.00	920.00	2.00	920.00		920.00	100%
67	REMOVE SANITARY MANHOLE	5.00	EACH	350.00	1,750.00	5.00	1,750.00	5.00	1,750.00		1,750.00	100%
68	CONNECT TO EXISTING SANITARY SEWER MAIN	5.00	EACH	570.00	2,850.00	4.00	2,280.00	4.00	2,280.00		2,280.00	80%
69	8"x4" PVC WYE, SDR 26	26.00	EACH	680.00	17,680.00	19.00	12,920.00	19.00	12,920.00		12,920.00	73%
70	4" PVC SANITARY SERVICE PIPE, SDR 26	953.00	LIN FT	42.00	40,026.00	684.00	28,728.00	684.00	28,728.00		28,728.00	72%
71	8" PVC PIPE SEWER, SDR 35	1,366.00	LIN FT	58.00	79,228.00	1,316.00	76,328.00	1,316.00	76,328.00		76,328.00	96%
72	15" PVC PIPE SEWER, SDR 35	91.00	LIN FT	100.00	9,100.00	83.00	8,300.00	83.00	8,300.00		8,300.00	91%
73	CONSTRUCT SANITARY SEWER MANHOLE, DES 4007C	49.54	LIN FT	525.00	26,008.50	49.70	26,092.50	49.70	26,092.50		26,092.50	100%
74	CASTING ASSEMBLY (SANITARY)	5.00	EACH	600.00	3,000.00	5.00	3,000.00	5.00	3,000.00		3,000.00	100%
75	ADJUST FRAME AND RING CASTING (SANITARY)	5.00	EACH	460.00	2,300.00	5.00	2,300.00	5.00	2,300.00		2,300.00	100%
76	REMOVE WATERMAIN	1,354.00	LIN FT	1.75	2,369.50	1,110.00	1,942.50	1,110.00	1,942.50		1,942.50	82%
77	REMOVE HYDRANT	4.00	EACH	350.00	1,400.00	4.00	1,400.00	4.00	1,400.00		1,400.00	100%
78	TEMPORARY WATER SERVICE	1.00	LUMP SUM	1,900.00	1,900.00	1.00	1,900.00	1.00	1,900.00		1,900.00	100%
79	CONNECT TO EXISTING WATERMAIN	6.00	EACH	1,900.00	11,400.00	6.00	11,400.00	6.00	11,400.00		11,400.00	100%
80	HYDRANT (8' BURY)	4.00	EACH	6,000.00	24,000.00	4.00	24,000.00	4.00	24,000.00		24,000.00	100%
81	HYDRANT (9.5' BURY)	1.00	EACH	6,300.00	6,300.00	1.00	6,300.00	1.00	6,300.00		6,300.00	100%
82	6" GATE VALVE AND BOX	5.00	EACH	2,200.00	11,000.00	5.00	11,000.00	5.00	11,000.00		11,000.00	100%
83	8" GATE VALVE AND BOX	7.00	EACH	2,900.00	20,300.00	7.00	20,300.00	7.00	20,300.00		20,300.00	100%
84	10" GATE VALVE AND BOX	2.00	EACH	4,200.00	8,400.00	3.00	12,600.00	3.00	12,600.00		12,600.00	150%
85	CASTING ASSEMBLY SPECIAL - CURB STOP	3.00	EACH	125.00	375.00	2.00	250.00	2.00	250.00		250.00	67%
86	1" CORPORATION STOP & SADDLE	17.00	EACH	450.00	7,650.00	19.00	8,550.00	19.00	8,550.00		8,550.00	112%
87	1" CURB STOP & BOX	17.00	EACH	525.00	8,925.00	19.00	9,975.00	19.00	9,975.00		9,975.00	112%
88	1" PE WATER SERVICE PIPE	613.00	LIN FT	30.00	18,390.00	703.00	21,090.00	703.00	21,090.00		21,090.00	115%
89	4" POLYSTYRENE INSULATION	20.00	SQ YD	45.00	900.00	78.11	3,514.95	78.11	3,514.95		3,514.95	391%
90	6" C900 PVC WATERMAIN	275.00	LIN FT	50.00	13,750.00	259.00	12,950.00	259.00	12,950.00		12,950.00	94%
91	8" C900 PVC WATERMAIN	936.00	LIN FT	55.00	51,480.00	916.00	50,380.00	916.00	50,380.00		50,380.00	98%
92	10" C900 PVC WATERMAIN	464.00	LIN FT	73.00	33,872.00	427.00	31,171.00	427.00	31,171.00		31,171.00	92%
93	WATERMAIN FITTINGS	1,385.00	POUND	10.00	13,850.00	1,240.00	12,400.00	1,240.00	12,400.00		12,400.00	90%
94	ADJUST VALVE BOX	9.00	EACH	250.00	2,250.00	9.00	2,250.00	9.00	2,250.00		2,250.00	100%
95	LANDSCAPING ALLOWANCE	1.00	ALLOWANCE	15,000.00	15,000.00	-	-	-	-		-	-
Original Contract Totals					\$ 1,197,019.20		\$ 1,109,642.03		\$ 1,109,642.03	\$ -	\$ 1,109,642.03	93%

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Willmar	Owner's Project No.: 2201-D
Engineer: Bolton & Menk, Inc.	Engineer's Project No.: 0W1.125728
Contractor: Duinick, Inc.	Agency's Project No.:
Project: 13th Street SW AND Litchfield Avenue SW Reconstruction	
Contract: 13th Street SW AND Litchfield Avenue SW Reconstruction	

Application No.:		7 - Final		Application Period:		From		07/22/23		to		09/13/23		Application Date:		09/13/23	
A	B					C	D	E	F	F1	F2	G	H	I	J	K	
Bid Item No.	Description	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 (J / F) (%)					
		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) (\$)								
Change Orders																	
CO - 1	CHANGE ORDER 1 - FINAL QUANTITY RECONCILIATION	1.00	LUMP SUM	(87,377.17)	(87,377.17)								-		-		
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CHANGE ORDER FORM

NO.: 1

Owner: City of Willmar Owner's Project No.: 2201-D
 Engineer: Bolton & Menk, Inc. Engineer's Project No.: 0W1.125728
 Contractor: Duininck, Inc. Contractor's Project No.:
 Project: 13th Street SW AND Litchfield Avenue SW Reconstruction
 Contract Name: 13th Street SW AND Litchfield Avenue SW Reconstruction
 Date Issued: 09/13/2023 Effective Date of Change Order: 09/13/2023

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

Description:

Reconciles Final Contract Amount to Final Quantities. -\$87,377.17 Lump Sum

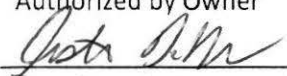
Attachments:

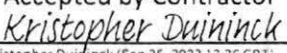
None

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 1,197,019.20	Original Contract Times: Substantial Completion: 10/14/2022 Ready for final payment: 06/16/2023
Increase from previously approved Change Orders No. 0 \$ 0	Increase from previously approved Change Orders No.0: Substantial Completion: Ready for final payment:
Contract Price prior to this Change Order: \$ 1,197,019.20	Contract Times prior to this Change Order: Substantial Completion: 10/14/2022 Ready for final payment: 06/16/2023
Decrease this Change Order: \$ 87,377.17	Increase this Change Order: Substantial Completion: 10/14/2022 Ready for final payment: 09/13/2023
Contract Price incorporating this Change Order: \$ 1,109,642.03	Contract Times with all approved Change Orders: Substantial Completion: 10/14/2022 Ready for final payment: 09/13/2023

E 
 T Josh Halvorson, P.E., Principal in Charge

Date: 09/26/2023

Authorized by Owner
 By: 
 Title: Public Works Director
 Date: 9-26-23

Accepted by Contractor

 Kristopher Duininck (Sep 25, 2023 12:36 CDT)
 Kristopher Duininck, Vice President
 Sep 25, 2023

**MINUTES
Central Community Transit
Operations Board**

Tuesday, June 27, 2023

10:00 a.m.

Hybrid Meeting/Virtual Teams Conference - Willmar Office

Members Present: Chad Christianson

Members via Video/Phone: Paul Bukovich, Adam Christopher, Jeff Filipek, Judy Thompson, Donna Whitcomb

Members Absent: Amanda Becker, Deb Grunwald, Michelle Prah

Staff Present: Amy Nieland, Executive Director, Donna Anderson, Assistant Transit Director; Doug Sweeter, Operations Coordinator; Patti Flannigan, Office Coordinator

Introductions

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

Approval of Agenda

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

Approval of Minutes

Judy Thompson made a motion to approve the minutes from March 28, 2023. Jeff Filipek seconded the motion, which carried.

Director's Update

Financials Review - Amy reviewed financials through May 2023. Revenues coming in as expected. Reviewed Checking, Savings, Savings Direct and MPT Reserve Accounts.

Ridership - Ridership continues with the trend of being lower over the summer months. Thanks to the partnership of the Willmar Area Community Foundation and Mid-Minnesota Development Commission the Willmar "Fare Free" City Route will be offered July 1st - December 31st, 2023 at Bus Stop to Bus Stop locations. Robbins Island will also be added as a City Route stop location. Promotional flyers and ice cream scoops were handed out during the Willmar Fest Parade.

Committee Updates - Summary of Meetings - Executive Director

Committee meeting minutes were included for review:

Systems Resource Committee - June 6, 2023, (April 4, 2023 & May 2, 2023 Cancelled).

Administration Committee - April 12, 2023, May 10, 2023, June 14, 2023.

Members encouraged to share any questions or concerns.

Large Capital and Technology - Updates

IT Support - Completed; contract signed with Coordinated Business Systems.

Server - The server is in place until October 2023. A new contract will be determined based upon procurement; waiting on MnDOT to write a contract.

Phone Support - Phone contract with Marco ended as of May 31, 2023; a buyout option of \$1 without support is available. Currently no contract is in place, no current issues. Procurement is needed for phone support.

Fleet/Maintenance - Updates

Maintenance needs continue being tracked for items in need of service. 3 - 2020 replacement buses are expected to be received by the end of 2023.

Title III Vehicle/MNRAAA - Vehicle picked up and, in our possession

The Volunteer Driver Title III Senior Transportation and Assisted Transportation Program received the new '23 Chevy Traverse with leather seats and a powerlift gate through a vehicle grant opportunity with Minnesota River Area Agency on Aging.

Drug and Alcohol Policy Language

Conflicting language between the Personnel Policy and Drug and Alcohol Policy regarding drivers vs. non-drivers; language will be revised.

2023 Rural Replacement Vehicle List

Updated Price Projections (April 2023) list was received from MnDOT reflecting increased vehicle prices with higher local share costs for the 3-2023 replacement buses. Remaining backordered buses include: 3-2020 (1 bus received in 2022) and 4-2021.

Operations Board

Member Openings - CCT Operations Board openings remain for various representation throughout the counties of Kandiyohi, Renville and Meeker. Chad Christianson asked current members to reach out if they know of someone that would be a good fit.
(Donna Whitcomb joined at 10:27)

Application of Appointment - Those interested in serving on the Central Community Transit Operations Board are encouraged to complete the Application of Appointment.

Other Updates

Damage has taken place over the last few months to the Becker Bus Stop resulting in broken windows. The individual has been taken into custody and charged with a felony. Kandiyohi County Attorney issued an affidavit for restitution; however, the individual had been deemed not mentally competent with prior offence and is without any financial means. Paul Bukovich suggested to develop a policy to help quicken these types of situations to ensure fare treatment of all; still a case by case basis.

Meeting Set Up/Dates

Operations Board Meeting: September 26, 2023 - 10:00 a.m.

Committee Meetings:

System Resource Committee: July 5, 2023 - 1:00 p.m.

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

Central Community Transit Joint Powers Board Meeting: July 14, 2023 - 9:00 a.m.

Adjourn Meeting

Meeting adjourned at 10:35 a.m.

Submitted by,
Patti Flannigan
Office Coordinator



City of Willmar

City Council Action Request

Council Meeting Date:	October 2, 2023	Agenda Item Number:	9.A.
Agenda Section:	Public Hearing:	Originating Department:	City Clerk
Resolution:	Yes	Prepared By:	Judy Thompson, City Clerk
Ordinance:	No	Presented By:	Judy Thompson, City Clerk
Item:	Special Assessment Hearing for Unpaid Weed/Grass Mowing Removal Charges		

RECOMMENDED ACTION:

Adopt a Resolution Certifying the Amount of Unpaid Weed/Grass Mowing Removal Charges to the County Auditor for Collection in 2024

OVERVIEW:

Pursuant to Willmar Municipal Code, Chapter 9, Article III concerning the cutting of weeds or grass, and in the case of noncompliance, such work to be performed by the City or its agent, the costs thereof can be certified as a special assessment against the property concerned, and the City has the authority to certify as special assessments those costs not reimbursed. Notice of tonight's hearing has been sent to the below listed property owners. The Council should consider their objections and take appropriate action.

95-922-7380	Abraham Abdi	1308 10 th Street SW	\$361.73
95-740-1330	Johnathan Adler	416 Trott Ave SE	\$520.50
95-601-0127	Brian Hidding	2300 21 st Ave SW	\$258.73
95-402-0010	Maria Trochez Castellanos	1133 6 th Street SW	\$258.73
95-480-0060	Leonard Marson & Jill Carlson	500 13 th Ave SW	\$277.24
95-540-0010	Betty Palm	804 Olaf Ave NW	\$261.77
95-684-0430	Harlan & Dorothy Skaalerud	709 27 th Ave SW	\$262.10

BUDGETARY/FISCAL ISSUES:

\$2,200.80

ALTERNATIVES TO CONSIDER:

N/A

ATTACHMENTS:

1. Resolution Weed & Mowing Assessments

RESOLUTION NO.

A RESOLUTION CERTIFYING UNPAID WEED/GRASS SPECIAL ASSESSMENTS

Motion By: _____ Second By: _____

WHEREAS, Chapter 9, Article III of the Willmar Municipal Code states that such unpaid weed or grass mowing costs represent a lien of the real property receiving mowing services; and

WHEREAS, the City Council of the City of Willmar has offered the owner his right to request an appearance before the Council to make objections to payment;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Willmar that the amount of the unpaid weed / grass mowing charges totaling \$2,200.80 be certified to the County Auditor to be extended on the tax rolls of such real property in the same manner as other taxes for collecting in 2024 and collected by the County Treasurer, and paid to the City Clerk along with other taxes; and

BE IT FURTHER RESOLVED that the unpaid weed or grass charges be certified against the real property as follows:

1. Parcel No. 95-922-7380 \$361.73

Located at 1308 10th Street SW; and
Described as Section 22, Township 119, Range 35
SOUTH 90 FEET OF NORTH 716 FEET OF WEST 98.75 FEET
OF EAST 775.5 FEET OF NORTHEAST QUARTER OF NORTHWEST
QUARTER

2. Parcel No. 95-740-1330 \$520.50

Located at 416 Trott Avenue SE; and
Described as Section 14, Township 119, Range 35, Block 9
SPICER'S ADDITION TO WILLMAR
WEST 50 FEET OF EAST 100 FEET OF LOTS 1 & 2 AND OF NORTH
40 FEET OF LOT 3

3. Parcel No. 95-601-0127 \$258.73

Located at 2300 21st Avenue SW; and
Described as Section 21, Township 119, Range 35, Lot 20, Block 2
ORTENBLAD'S HOMESITES

4. Parcel No. 95-402-0010 \$258.73

Located at 1133 6th Street SW; and
Described as Section 15, Township 119, Range 35, Lot 1, Block 1
JAMES ADDITION

5. Parcel No. 95-480-0060 \$277.24

Located at 500 13th Avenue SW; and
Described as Section 22, Township 119, Range 35, Block 1
LEARY'S ADDITION TO WILLMAR
LOTS 6 & 7

6. Parcel No. 95-540-0010 \$261.77

Located at 804 Olaf Avenue NW; and
Described as
ERIK NILSON'S ADDITION TO THE VILLAGE OF WILLMAR
(NELSON'S ADDITION TO THE VILLAGE OF WILLMAR)
WEST 71 FEET OF LOT 1, BLOCK 1 OF NELSONS ADDITION
& WEST 71 FEET OF SOUTH 3 FEET OF LOT 2, BLOCK 3, THORPE
& LIEN'S ADDITION

7. Parcel No. 95-684-0430 \$262.10

Located at 709 27th Avenue SW; and
Described as Section 22, Township 119, Range 35, Lot 3, Block 4
PORTLAND ACRES
FOURTH ADDITION

Dated this 2nd day of October, 2023

Mayor

Attest:

City Clerk



City Council Action Request

Council Meeting Date:	October 2, 2023	Agenda Item Number:	9.B.
Agenda Section:	Public Hearing:	Originating Department:	City Clerk
Resolution:	Yes	Prepared By:	Judy Thompson, City Clerk
Ordinance:	No	Presented By:	Judy Thompson, City Clerk
Item:	Special Assessment Hearing for Unpaid Snow or Ice Removal Charges		

RECOMMENDED ACTION:

Adopt a Resolution Certifying the Amount of Unpaid Snow or Ice Removal Charges to the County Auditor for Collection in 2024

OVERVIEW:

Pursuant to Willmar Municipal Code, Chapter 13, Article III concerning the removal of snow or ice, and in the case of noncompliance, such work to be performed by the City or its agent, the costs thereof can be certified as a special assessment against the property concerned, and the City has the authority to certify as special assessments those costs not reimbursed. Notice of tonight's hearing has been sent to the below listed property owners. The Council should consider their objections and take appropriate action.

95-090-1490	Myrna Diaz	1017 7 th Street SW	\$117.00
95-252-0040	Patricia Dworshak	1008 2 nd Street SE	\$102.00
95-922-6810	Kathryn & Tyrone Harris	508 19 th Ave SW	\$183.00

BUDGETARY/FISCAL ISSUES:

\$402.00

ALTERNATIVES TO CONSIDER:

N/A

ATTACHMENTS:

1. Resolution Snow and Ice Assessments

RESOLUTION NO.

A RESOLUTION CERTIFYING UNPAID SNOW OR ICE SPECIAL ASSESSMENTS

Motion By: _____ Second By: _____

WHEREAS, Chapter 13, Article III of the Willmar Municipal Code states that such unpaid snow or ice removal costs represent a lien of the real property receiving snow or ice removal services; and

WHEREAS, THE City Council of the City of Willmar has offered the owner his right to request an appearance before the Council to make objections to payment;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Willmar that the amount of the unpaid snow / ice removal charges totaling \$402.00 be certified to the County Auditor to be extended on the tax rolls of such real property in the same manner as other taxes for collecting in 2024 and collected by the County Treasurer, and paid to the City Clerk along with other taxes; and

BE IT FURTHER RESOLVED that the unpaid snow or ice removal charges be certified against the real property as follows:

1. Parcel No. 95-090-1490 \$117.00

Located at 1017 7th Street SW; and
Described as Section 15, Township 119, Range 35
BOOTH'S ADDITION TO WILLMAR
BLOCK K LOT 10 EXCEPT NORTH 5 FEET; NORTHERLY HALF OF LOT 9

2. Parcel No. 95-252-0040 \$102.00

Located at 1008 2nd Street SE; and
Described as Section 14, Township 119, Range 35, Lot 3, Block 10
GLARUMS SECOND ADDITION TO WILLMAR

3. Parcel No. 95-922-6810 \$183.00

Located at 508 19th Avenue SW; and
Described as Section 22, Township 119, Range 35
PART OF THE SOUTHEAST QUARTER OF NORTHEAST QUARTER DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SOUTHEAST QUARTER NORTHEAST QUARTER,
THENCE NORTH 280 FEET, THENCE EAST 154.7 FEET, THENCE SOUTHEASTERLY 65.82 FEET,
THENCE SOUTH TO SOUTH LINE OF SOUTHEAST QUARTER OF NORTHEASTERLY QUARTER,
THENCE WEST TO POINT OF BEGINNING.

Dated this 2nd day of October, 2023

MAYOR

Attest:

CITY CLERK



City Council Action Request

Council Meeting Date:	October 2, 2023	Agenda Item Number:	9.C.
Agenda Section:	Public Hearing:	Originating Department:	City Clerk
Resolution:	Yes	Prepared By:	Judy Thompson, City Clerk
Ordinance:	No	Presented By:	Judy Thompson, City Clerk
Item:	Special Assessment Hearing for Unpaid Fire Alarm System Charges		

RECOMMENDED ACTION:

Adopt a Resolution Certifying the Amount of Unpaid Fire Alarm System Charges to the County Auditor for Collection in 2024.

OVERVIEW:

Pursuant to Willmar Municipal Code, Chapter 8, Article VII concerning the Fire Alarm System, the costs thereof can be certified as a special assessment against the property concerned, and the City has the authority to certify as special assessments those costs not reimbursed. Notice of tonight's hearing has been sent to the below listed property owner(s). The Council should consider their objections and take appropriate action.

95-699-2020 Rockstep Willmar, LLC (Golden Ticket Cinemas) 1605 1st Street S \$500.00

BUDGETARY/FISCAL ISSUES:

\$500.00

ALTERNATIVES TO CONSIDER:

N/A

ATTACHMENTS:

1. Resolution Fire Alarm Assessments

RESOLUTION NO.

A RESOLUTION CERTIFYING FALSE FIRE ALARM SPECIAL ASSESSMENTS

Motion By: _____ Second By: _____

WHEREAS, Chapter 8, Article VII of the Willmar Municipal Code concerning false alarms resulting in fire response. The cost of such measures shall be assessed by action of the City Council against the property, under such terms and conditions as the City Council may require; and

WHEREAS, the City Council of the City of Willmar has offered the owner his right to request an appearance before the Council to make objections to payment;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Willmar that the amount of the unpaid false fire alarm charges totaling \$500.00 be certified to the County Auditor to be extended on the tax rolls of such real property in the same manner as other taxes for collecting in 2024 and collected by the County Treasurer, and paid to the City Clerk along with other taxes; and

BE IT FURTHER RESOLVED that the unpaid false fire alarm charges be certified against the real property as follows:

1. Parcel No. 95-699-2020 \$500.00

Located at 1605 1st Street S; and
Described as Section 23, Township 119, Range 35, Lot 3, Block 1
ROCKSTEP PLAZA SECOND ADDITION

Dated this 2nd day of October, 2023

Mayor

Attest:

City Clerk



City Council Action Request

Council Meeting Date:	October 2, 2023	Agenda Item Number:	10.A.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	Yes	Prepared By:	Kyle Box, City Operations Director
Ordinance:	No	Presented By:	Kyle Box, City Operations Director
Item:	Consider Approval of a Service Contract with Hometown Fiber		

RECOMMENDED ACTION:

That the Council approve the Resolution authorizing the City to enter into a Service Contract with Hometown Fiber.

OVERVIEW:

The City of Willmar and Hometown Fiber have diligently been working towards a successful open-access fiber network for Willmar. Over the last year, city staff and the broadband committee began meeting and discussing the Hometown Fiber proposal. The initial goals and aspirations of the original proposal have evolved into a much larger and forward-thinking plan to provide the entire city with access to open-access fiber.

Tonight's action is one of several steps and opportunities for the Council to ask questions regarding this project. Engineering for a project of this size is crucial. Surveying, locating, and mapping our underground utilities will be vital to the success of the installation of fiber. Hometown, along with Bolton and Menk, will be able to provide schematic drawings, design development, construction drawings, including the fiber network designs, and a draft project manual.

Hometown Fiber has been an excellent partner and has worked at the pace of the city throughout the entire project. We have reached a point where work needs to begin to meet deadlines and start work in the 2024 construction season.

The city intends to use funds from the industrial park fund to pay for these services. If approved, the city will then request approval of a resolution with the intent of reimbursing these funds with bond proceeds in 2024.

The city recommends that the Council enter into a Service Contract Agreement with Hometown Fiber for technical consulting services and technical architecture of the proposed public broadband infrastructure project.

BUDGETARY/FISCAL ISSUES:

Industrial Fund: \$687,524.00

Payments will be phased as follows:

PROGRESS PAYMENT SCHEDULE

30% Project Deposit	\$206,257.20
20% Progress Payment at Phase 1 Construction Document (CD) Submission	\$137,504.80
15% Progress Payment at Phase 2 Construction Document (CD) Submission	\$103,128.60
15% Progress Payment at Phase 3 Construction Document (CD) Submission	\$103,128.60
10% Progress Payment at Phase 4 Construction Document (CD) Submission	\$ 68,752.40
10% Progress Payment at Phase 5 Construction Document (CD) Submission	\$ 68,752.40

ALTERNATIVES TO CONSIDER:

None Recommended

ATTACHMENTS:

1. Resolution HTF
2. Hometown Fiber Poposal For Willmar 17 SEP 2023 (2)
3. Hometown_Fiber_Agreement_Willmar_17SEP2023_V1.R1

RESOLUTION NO.

RESOLUTION AUTHORIZING EXECUTION OF A CONSULTING SERVICE CONTRACT WITH HOMETOWN FIBER, LLC

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar that the Consulting service Contract with Hometown Fiber, LLC, for the development of a public broadband infrastructure project in the amount not to exceed \$687,524.00, is accepted.

BE IT FURTHER RESOLVED that these funds will be spent out of the Industrial Park Fund.

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

Dated this 2nd day of October 2023

MAYOR

Attest:

CITY CLERK



PROFESSIONAL SERVICES PROPOSAL

FOR

THE CITY OF WILLMAR

September 17, 2023
VI.R2

Submitted To:
Justice Walker
Director of Development & Planning
City of Willmar
320.214.5184 | jwalker@willmarmn.gov

Submitted By:
Marlena Pfeiffer
Broadband Consultant
Hometown Fiber
612.778.8574 | marlena@yourhometownfiber.com

About Hometown Fiber

Hometown Fiber is enthusiastic about getting communities the internet service they need. For the past 30 years Hometown Fiber founder Kyle Moorhead, the company's lead on this project, worked closely with municipalities, federal courts, colleges and businesses to solve technology challenges—including the design, construction and maintenance of fiber optic networks. Kyle also worked with internet service providers to build, troubleshoot, repair and support thousands of miles of fiber optic, twisted pair, coaxial, and wireless networks. This combination of municipal and ISP ability allows Hometown Fiber to tackle broadband challenges *from a community's perspective*.

Your Project Contacts



Kyle Moorhead

President

kyle@yourhometownfiber.com

612.778.8572



Mitch Gordon

Executive Officer

mitch@yourhometownfiber.com

612.778.8573



Marlena Pfeiffer

Broadband Consultant

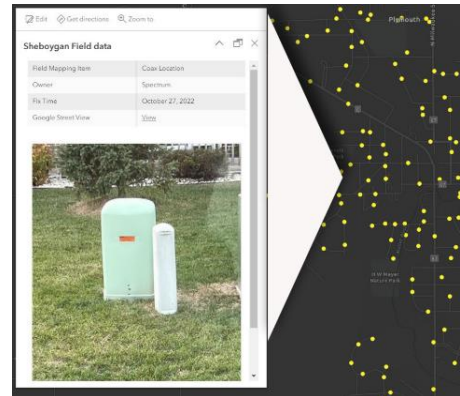
marlena@yourhometownfiber.com

612.778.8574

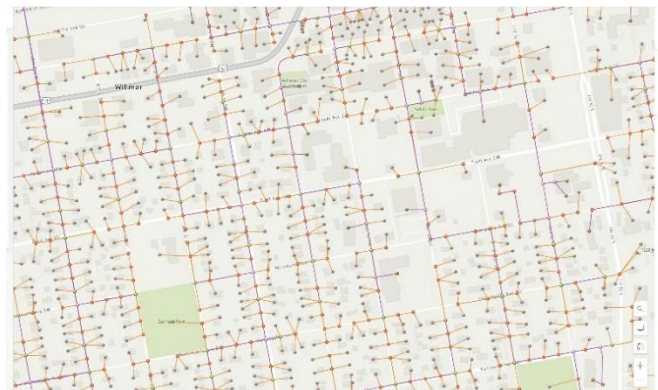
We look forward to working with City of Willmar to fulfil your broadband goals. This is an exciting step toward ensuring Willmar residents and businesses have reliable, affordable, fast, world-class broadband service for decades to come.

Work to Date

Hometown Fiber has worked with the City of Willmar to show pre-construction estimates to discover if a project of this nature was feasible. We began the process by driving each road, seeing existing telecommunication infrastructure, photographing and pinning locations to GIS map layers.



Hometown Fiber analyzed collected field data and created a network model. The network model produced a map layer, preliminary bill of materials, and other useful information needed to figure out feasibility.



NOTE: The network model was, in-part, created using software called FOND from Biarri Networks. Hometown Fiber uses this software to help show pre-engineered estimates. Hometown Fiber does not use FOND for network architecture, or construction drawings.

Key technical facts from the feasibility study are:

Project Estimate: \$19,781,671.

Trunks & Laterals 579,745 linear feet.

Majority of Soil = Sand/Clay.

Drops 994,176 linear feet.

Total linear feet: 1,573,921.

- Fiber optic cable is underground and in HDPE conduit.
- Aerial cable is not expected.
- Conduit shall be horizontally drilled or plowed.
- Micro trenching is not expected.
- Rail, highway, and road crossings are expected.



Next Steps

Next project milestone is to prepare and sell municipal bonds. To minimize interest rates and show the project is ready to go, network architecture and civil engineering of the fiber project are needed as preparation for bond sales. Internet service providers want to see the network architecture and civil engineering drawings before they commit to the project as well.

To achieve this, Hometown Fiber proposes a two-step process. First is network architecture which Hometown Fiber creates. This process brings construction drawings and specifications to the 80% complete level. The second part of the work is managed by Bolton & Menk. This work will bring the project to 100% construction drawings making the project bid ready. They will also supply an engineered estimate.

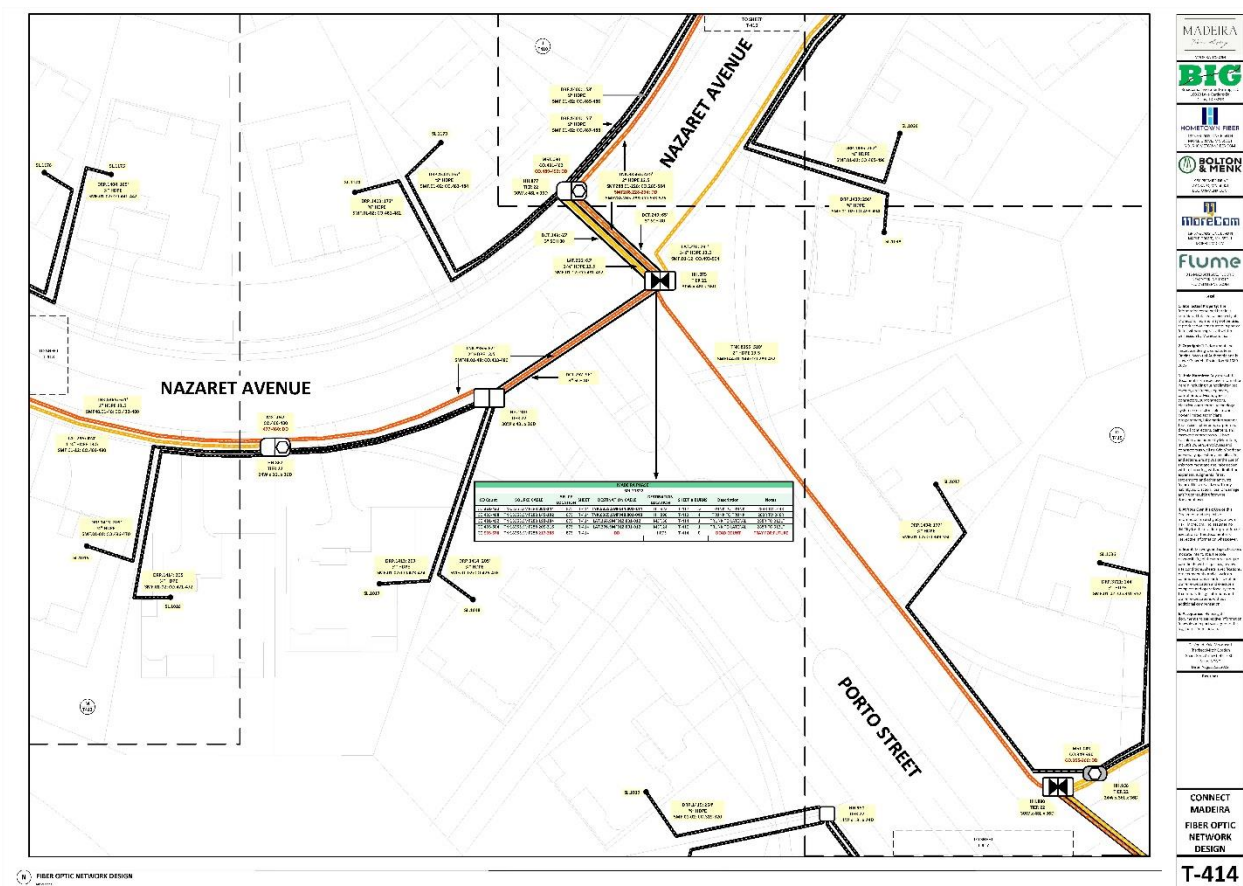
Hometown Fiber's civil engineering partner is Bolton & Menk. The City of Willmar also uses Bolton & Menk. In fact, Kyle Moorhead has worked with Brad DeWolf, President and Chuck DeWolf, Sr. Principal Engineer on other fiber optic projects. Chuck DeWolf's office is in Willmar. This is mentioned to show an established working and successful relationship between firms which will help Willmar and this project.

Chuck DeWolf and Kyle Moorhead met to discuss the project. Chuck is currently preparing an estimate for Willmar to perform the Civil Engineering part of the project. Bolton & Menk, as the City of Willmar's engineers, will be working directly with the city and coordinating with Hometown Fiber.



Network Architecture

Hometown Fiber will show network designs, detail sheets, and specifications (project manuals) for central offices, trunks, laterals and drops. We supply detailed information for each route. Included are bill of materials, details for rack layouts, splice schedules, conduit installation, hand hole placement, drop cable and demarcation points at business and residential locations. Other requirements include a custom design for locate terminals and locating strategy. The work product is available on GIS layers, and as PDF documents in sheet and project manual form. A 3D CAD model of the central offices shall be available as well. Once Hometown Fiber completes this Network Architecture scope of work, the construction drawings will be 80% complete and ready for Bolton & Menk's civil engineers.



Scope of Work

Deliverables

- 80% Construction Drawings
 - Title Sheet
 - Fiber Network Designs
 - Detail Sheets
 - Central Office Design and Details
- 80% project manual – specifications
 - Division 00 – Procurement & Contracting Requirements
 - Division 01 – General Requirements
 - Division 26 – Electrical
 - Division 27 – Communications

Fee

Hometown Fiber's fee for Network Architecture is: **\$687,524.00**.

The deposit payment is required for services to start. NET30 credit terms shall be extended on remaining progress invoices.

Timeline

Description	Percent	Total	Start	End
Deposit	30%	\$206,257.20	2-Oct-23	2-Oct-23
Phase 1 Construction Drawing Submission	20%	\$137,504.80	2-Oct-23	1-Apr-24
Phase 2 Construction Drawing Submission	15%	\$103,128.60	5-Dec-23	7-Jun-24
Phase 3 Construction Drawing Submission	15%	\$103,128.60	6-Feb-24	9-Aug-24
Phase 4 Construction Drawing Submission	10%	\$ 68,752.40	16-Apr-24	25-Sep-24
Phase 5 Construction Drawing Submission	10%	\$ 68,752.40	24-Jun-24	27-Dec-24
Total:		\$687,524.00	2-Oct-23	27-Dec-24

Project timeline is dependent on actual start dates for each phase.



References

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President & CEO
Bolton & Menk
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Claudia Bloom

President
B2G Sales, LLC
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Hometown Fiber Team



Kyle Moorhead, president. Kyle has served as a technology consultant for cities, counties, states and the federal government, ISPs, and business leaders to solve complex technology challenges for more than 30 years. In addition to directly connected fiber optic networks in Hopkins and Litchfield, Kyle has managed multi-million-dollar projects and designed, built & repaired fiber networks for Lumen, Comcast, FAA, Nu-Tel, Windstream, MP Nexlevel, and Zayo. As president of Hometown Fiber, Kyle is empowering communities with world-class broadband services that are affordable, dependable and fast.



Mitch Gordon, executive officer. Mitch brings his decades of work in construction and project planning to lead all Hometown Fiber work on to our exclusive field studies, including training, GIS mapping, the efficient collection of field data and observations, the technical review and analysis of the findings, and the designation of property ratings.



Marlena Pfeiffer, broadband consultant.

Marlena is enthusiastic about helping people get what they need to make informed decisions. She has been a consultant for 10 years in a variety of settings, including agriculture, online business development and sales. Marlena is active in her community's Boys and Girls Club and helps local nonprofits raise funds.



Steve Jones, grant writing. Steve brings 32 years in local government management and economic development to Hometown Fiber's lead financing and grant writing role. His ability includes not only grant writing and administration but also all other aspects of public financing including bonds, tax increment financing, tax abatement and fundraising. In addition, Steve's work in economic development, business retention, utility management, capital improvement planning, FEMA disaster mitigation, strategic planning, forecasting and negotiations opens doors to grant opportunities far beyond traditional broadband funding programs.

Hometown Fiber Team



Dave "Fiber Dave" Swanson, fiber optics expert. Fiber Dave, as we call him, designed and built the first fiber optic links in downtown Minneapolis in the 1980s and that fiber is still in service today. His 40 years of experience includes developing the fiber optic division for Ma Bell, U.S. WEST, Qwest, AND CenturyLink (now Lumen). Fiber Dave is a natural mentor who has trained other team members such as Marshall Stueven and Tom Wilson on how to splice troubleshoot and test fiber optic systems. We are honored to have him on the Hometown Fiber team.



Clint Johnson, technology analytics. Clint works with field study teams, taking on complex field study evaluations. He spent 36 years making sure Ma Bell, U.S. West, Qwest and CenturyLink (now Lumen) customers had telephone and internet service. His ability encompasses all broadband technologies in the past 30 years and can easily identify how systems connect. Clint can troubleshoot and repair complex problems rapidly.



Marshall Stueven, technician. Marshall began his career with MoreCom 15 years ago and has worked in all areas of technology. Everything from new fiber network construction to data centers and GPS mapping. At Hometown Fiber he is an expert in field data collection, locating, fiber network construction, and GIS map creation services.



Tom Wilson, technician. Tom began his career with MoreCom 15 years ago and has worked in all areas of technology. Tom has worked on data centers, city hall projects, fiber network construction, emergency fiber restores, network troubleshooting and GPS mapping. At Hometown Fiber he is an expert in field data collection, network design, fiber network construction, and GIS map creation services.

CONSULTING SERVICE CONTRACT

This Contract is made this 2nd day of October 2023, by and between the CITY OF WILLMAR, a Minnesota municipal corporation, 333 6th Street Southwest, Willmar, MN 56201 (“CITY”), and Hometown Fiber, LLC, a Minnesota limited liability company, 18457 Gladstone Boulevard North, Maple Grove, MN 55311 (“CONSULTANT”), (collectively the “PARTIES”).

WHEREAS, CITY requires technical consulting in support of the development of a public broadband infrastructure project. In connection therewith, the parties have agreed upon and set forth the scope of work as outlined in Exhibit 1, Scope of Services, as pertains to the Broadband Infrastructure (“Project”) and

WHEREAS, CONSULTANT agrees to furnish technical services for the Project as required by CITY pursuant to the terms of this Agreement and Exhibit 1.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

SECTION I – CONSULTANT’S SERVICES AND RESPONSIBILITIES

- A. **Scope of Services.** CONSULTANT agrees to perform various Project services as detailed in the Scope of Services, attached as Exhibit 1 and incorporated by reference.
- B. **Changes to Scope of Services/Additional Services.** Upon mutual agreement of the PARTIES hereto, pursuant to Section VI, Paragraph I of this Contract, a change to the scope of services may be authorized. CONSULTANT shall give notice to CITY of any additional services prior to furnishing such additional services. CITY may request an estimate of additional cost from CONSULTANT, and upon receipt of the request, CONSULTANT shall furnish such cost estimate, prior to CITY’S authorization of the changed scope of services.
- C. **Changed Conditions.** If CONSULTANT determines that any services it has been directed or requested to perform by CITY are beyond the scope of services detailed in the Scope of Services, or that, due to changed conditions or changes in the method or manner of administration of the Project, CONSULTANT’S effort required to perform its services under this Contract exceeds the estimate which formed the basis for CONSULTANT’S compensation, CONSULTANT shall promptly notify CITY of that fact. Upon mutual agreement of the PARTIES hereto pursuant to Section VI, Paragraph I of this Contract, additional compensation for such services, and/or an extension of time for completion thereof, may be authorized. In the absence of such a mutual agreement, amounts of compensation and time for completion shall be equitably adjusted, provided that CONSULTANT first provides notice to CITY as required by this Paragraph and CITY has not terminated this Contract pursuant to Section IV, Paragraph B.

- D. **Standard of Care.** Services provided by CONSULTANT or its subcontractors and/or sub-consultants under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of CONSULTANT'S profession or industry. CONSULTANT shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by CONSULTANT'S breach of this standard of care. CONSULTANT shall put forth reasonable efforts to complete its duties in a timely manner. CONSULTANT shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Contract. The CONSULTANT shall be responsible for costs, delays or damage(s) arising from unreasonable delays in the performance of its duties.
- E. **Insurance.** CONSULTANT shall not commence work under this Contract until CONSULTANT has obtained all insurance required herein and such insurance has been approved by CITY, nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until such subcontractor has obtained like insurance covering as to worker's compensation, liability, and automobile insurance. All this insurance coverage shall be maintained throughout the life of this Contract.
1. CONSULTANT agrees to procure and maintain, at CONSULTANT'S expense, statutory Workers' Compensation coverage. Except as provided below, CONSULTANT must provide Workers' Compensation insurance for all its employees. If Minnesota Statutes, Section 176.041 exempts CONSULTANT from Workers' Compensation insurance or if CONSULTANT has no employees in the City, CONSULTANT must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes CONSULTANT from the Minnesota Workers' Compensation requirements. If during the course of the Contract CONSULTANT becomes eligible for Workers' Compensation, CONSULTANT must comply with the Workers' Compensation insurance requirements herein and provide CITY with a certificate of insurance.
 2. CONSULTANT agrees to procure and maintain, at CONSULTANT'S expense, Commercial General Liability ("CGL") and business automobile liability insurance coverages insuring CONSULTANT against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by CONSULTANT or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable (including automobile use). The following coverages shall, at a minimum, be included in the CGL insurance: Premises and Operations Bodily Injury and Property Damage, Personal and Advertising Injury, Blanket Contractual Liability, and Products and Ongoing and Completed Operations Liability. The required automobile liability coverage must include coverage for "any auto" which extends coverage to owned autos, non-owned autos, and hired autos. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this paragraph or required by law. CITY shall have additional insured status and be listed by name on an endorsement attached to such policy(ies) for the services provided

under this Contract and shall provide that CONSULTANT'S coverage shall be primary and noncontributory in the event of a loss.

3. CONSULTANT agrees to procure and maintain, at CONSULTANT'S expense, the following insurance policies, including the minimum coverages and limits of liability specified below, or as specified in the applicable insurance certificate(s), or as required by law, whichever is greater:

Worker's Compensation Employer's Liability	Statutory Limits \$500,000 bodily injury by accident \$500,000 bodily injury by disease aggregate \$500,000 bodily injury by disease per Employee
Commercial General Liability	\$1,000,000 property damage and bodily injury per occurrence \$2,000,000 annual aggregate \$2,000,000 annual aggregate Products - Completed Operations
Automobile Liability	\$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage (shall include coverage for all owned, hired and non- owned vehicles
Umbrella or Excess Liability	\$1,000,000

4. Professional/Technical (Errors and Omissions) Liability Insurance. CONSULTANT agrees to procure and maintain, at CONSULTANT'S expense, Professional/Technical (Errors and Omissions) Liability Insurance. The required policy will provide coverage for all claims CONSULTANT may become legally obligated to pay resulting from any negligent act, error, or omission related to CONSULTANT'S professional services required under the contract. CONSULTANT is required to carry the following minimum limits: \$2,000,000-per claim or event; \$4,000,000- annual aggregate; or as required by law, whichever is greater. Any deductible will be the sole responsibility of CONSULTANT and may not exceed \$50,000 without the written approval of CITY. If CONSULTANT desires authority from CITY to have a deductible in a higher amount, CONSULTANT shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that CITY can ascertain the ability of CONSULTANT to cover the deductible from its own resources. The retroactive or prior acts date of such coverage shall not be after the effective date of this contract and CONSULTANT shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by CONSULTANT to fulfill this requirement.

5. True, accurate and current certificates of insurance, showing evidence of the required insurance coverages, are hereby provided to CITY by CONSULTANT and are attached hereto as Exhibit 2.
6. Any insurance limits exceeding the minimum limits specified herein above shall be available to the CITY.
7. CONSULTANT'S insurance policies and certificate(s) shall not be cancelled without at least thirty (30) days' advance written notice to CITY, or Ten (10) days' prior written notice to CITY for nonpayment of premium.
8. CONSULTANT'S policies shall be primary insurance and noncontributory to any other valid and collectible insurance available to CITY with respect to any claim arising out of CONSULTANT'S performance under this Contract.
9. CONSULTANT is responsible for payment of Contract related insurance premiums and deductibles. If the CONSULTANT is self-insured, a Certificate of Self-Insurance must be attached.
10. CONSULTANT shall ensure that all subcontractors comply with the insurance provisions contained in this Contract and such insurance is maintained as specified.
11. CONSULTANT'S policies shall include legal defense fees in addition to its liability policy limits, with the exception of the professional liability insurance, if applicable.
12. All policies listed above, except professional liability insurance (or other coverage not reasonably available on an occurrence basis), shall be written on a per "occurrence" basis ("claims made" and "modified occurrence" forms are not acceptable) and shall apply on a "per project" basis.
13. CONSULTANT shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better and authorized to do business in the State of Minnesota, or as approved by CITY.
14. Effect of Failure to Provide Insurance. If CONSULTANT fails to provide the specified insurance, then CONSULTANT will defend, indemnify and hold harmless CITY and CITY'S officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to CITY (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or

otherwise wrongful act or omission (including breach of contract) of CONSULTANT, its subcontractors, agents, employees or delegates. The CONSULTANT agrees that this indemnity shall be construed and applied in favor of indemnification. CONSULTANT also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

If a claim arises within the scope of the stated indemnity, CITY may require CONSULTANT to:

- a. Furnish and pay for a surety bond, satisfactory to CITY, guaranteeing performance of the indemnity obligation; or
- b. Furnish a written acceptance of tender of defense and indemnity from CONSULTANT'S insurance company.

CONSULTANT will take the action required by CITY within Fifteen (15) days of receiving notice from CITY.

- 15. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Contract if CONSULTANT is not in compliance with the insurance requirements contained herein and retains all rights to pursue any legal remedies against CONSULTANT.

SECTION II – CITY’S RESPONSIBILITIES

- A. CITY shall promptly compensate CONSULTANT as services are performed to the satisfaction of the CITY'S Director of Development & Planning in accordance with Section III of this Contract.
- B. CITY shall provide access to any and all previously acquired information relevant to the scope of services detailed in Exhibit 1, in its custody to CONSULTANT for its use, at CONSULTANT'S request.
- C. CITY will, to the fullest extent possible, grant access to and make all provisions for entry upon both public and private property as necessary for CONSULTANT'S performance of the services detailed in Exhibit 1, attached hereto.
- D. shall serve as the liaison person to act as CITY'S representative with respect to services to be rendered under this Contract. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define CITY'S policies with respect to the Project and CONSULTANT'S services. Such person shall be the primary contact person between CITY and CONSULTANT with respect to the services from CONSULTANT under this Contract. CITY reserves the right to substitute the authorized contact person at any time and shall notify CONSULTANT thereof.

SECTION III – CONSIDERATION

- A. CITY will compensate CONSULTANT as detailed in Exhibit 3 for CONSULTANT'S performance of services under this Contract.
- B. If CITY fails to make any payment due CONSULTANT for services performed to the satisfaction of the CITY'S Director of Development & Planning and expenses within thirty days after the date of CONSULTANT'S invoice, CONSULTANT may, after giving seven days written notice to CITY, and without waiving any claim or right against CITY and without incurring liability whatsoever to CITY, suspend services and withhold project deliverables due under this Contract until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

SECTION IV – TERM AND TERMINATION

- A. **Term.** This Contract shall be in effect until acceptance of all completed work by the CITY, or termination pursuant to Section B.
- B. **Termination.** This Contract may be terminated by either PARTY on fifteen (15) days written notice.
- C. **Default.** Unless CONSULTANT'S default is excused by CITY, CITY may, upon written notice, immediately cancel this Contract or exercise any other rights or remedies available to CITY.
- D. **Suspension of Work.** If any work performed by CONSULTANT is abandoned or suspended in whole or in part by CITY, CONSULTANT shall be paid for any services performed to the satisfaction of the CITY'S Director of Development and Planning prior to CONSULTANT'S receipt of written notice from CITY of such abandonment or suspension, but in no event shall the total of CITY'S payments to CONSULTANT under this Contract be required to exceed one hundred percent of the total contract price (calculated by either the Contract price or the maximum price set forth in Exhibit 3, attached hereto) equivalent to the percentage of the scope of services completed by CONSULTANT to the satisfaction of the CITY'S Director of Development and Planning as determined by CITY.

SECTION V – INDEMNIFICATION

- A. CONSULTANT shall indemnify, protect, save, and hold harmless CITY, and its respective officers, directors, employees and members and agents, from and against any claims, liability, damages, costs, judgments, or expenses, to the extent attributable to or caused by the negligent or otherwise wrongful acts or omissions, including breach of a specific contractual duty, of CONSULTANT or CONSULTANT'S independent contractors, subcontractors, agents, employees, vendors or delegates with respect to this Contract or the Project. CONSULTANT shall defend CITY against the foregoing, or

litigation in connection with the foregoing, at CONSULTANT'S expense, with counsel reasonably acceptable to CITY, except that for professional liability claims, CONSULTANT shall have no upfront duty to defend CITY, but shall reimburse defense costs to CITY to the same extent of CONSULTANT'S indemnity obligation herein. CITY, at its expense, shall have the right to participate in the defense of any claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of CITY. All indemnification obligations shall survive termination, expiration or cancellation of this Contract. CONSULTANT agrees, that in order to protect itself and CITY under the indemnity provisions set forth above, it will at all times during the term of this Contract keep in force policies of insurances required in the Paragraph entitled, "Insurance." Nothing in this Contract shall be construed to waive any immunities or limitations to which CITY is entitled under Minn. Stat. Chapter 466 or otherwise.

- B. CITY shall indemnify protect, save, and hold harmless CONSULTANT, and its respective officers, directors, employees and members and agents, from and against any claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable to or caused by the negligent or otherwise wrongful acts or omissions of CITY or its agents, employees, contractors or subcontractors with respect to CITY'S performance of its obligations under this Contract. CITY shall defend CONSULTANT against the foregoing, or litigation in connection with the foregoing, at CITY'S expense. CONSULTANT, at its expense, shall have the right to participate in the defense of any Claims or litigation. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of the CONSULTANT. All indemnification obligations shall survive termination, expiration or cancellation of this Contract.
- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against CITY or CONSULTANT. CONSULTANT'S services under this Contract are being performed solely for the CITY'S benefit, and no other entity shall have any claim against CONSULTANT because of this Contract or the performance or nonperformance of services provided hereunder.

SECTION VI – GENERAL TERMS

- A. **Voluntary and Knowing Action.** The PARTIES, by executing this Contract, state that they have carefully read this Contract and understand fully the contents hereof; that in executing this Contract they voluntarily accept all terms described in this Contract without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound hereby.

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

C. **Notices.** All notices and other communications required or permitted under this Contract shall be in writing, and hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either PARTY shall have notified the other PARTY. The PARTIES' representatives for notification for all purposes are:

CITY:

Justice Walker
Director of Development & Planning
320-214-5184
jwalker@willmarmn.gov
333 6TH St SW
Willmar, MN 56201

CONSULTANT (Registered Office Address):

Kyle Moorhead
President
763-299-9500
kyle@yourhometownfiber.com
18457 Gladstone Blvd N
Maple Grove, MN 55311

D. **Dispute Resolution.** CITY and CONSULTANT agree to negotiate all disputes between them in good faith for a period of Thirty (30) days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law.

E. **Electronic/Digital Data.** Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CITY are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a Project deliverable by this Contract or except as otherwise explicitly provided in this Contract, all electronic/digital data developed by CONSULTANT as part of the Project is acknowledged to be an internal working document for CONSULTANT'S purposes solely and any such information provided to CITY shall be on an "as is" basis strictly for the convenience of CITY without any warranties of any kind. In the event of any conflict between a hard copy document and the electronic/digital data, the hard copy

document governs. The electronic/digital data shall be prepared in the current software in use by CONSULTANT and is not warranted to be compatible with other systems or software.

- F. **Independent Contractor Status.** CONSULTANT, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of CITY for any purpose. No statement contained in this Contract shall be construed so as to find CONSULTANT to be an employee of CITY, and CONSULTANT shall not be entitled to any of the rights, privileges, or benefits of employees of CITY, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims. CONSULTANT acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due CONSULTANT, and that it is CONSULTANT'S sole obligation to comply with the applicable provisions of all Federal and State tax laws. CONSULTANT shall at all times be free to exercise initiative, judgment, and discretion as to how to best perform or provide services identified herein. CONSULTANT is responsible for hiring sufficient workers to perform the services/duties required by this Contract, withholding their taxes, and paying all other employment tax obligations on their behalf.
- G. **Subcontracting.** CONSULTANT shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of CITY. The CONSULTANT shall be responsible for the performance of all subcontractors and/or sub-consultants. As required by Minn. Stat. § 471.425, CONSULTANT must pay all subcontractors, less any retainage, within Ten (10) calendar days of CONSULTANT'S receipt of payment from CITY for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).
- H. **Assignment.** This Contract may not be assigned by either PARTY without the written consent of the other PARTY.
- I. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing and signed by authorized representative of CITY and CONSULTANT.
- J. **Records-Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, CONSULTANT agrees that CITY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may

reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CONSULTANT and involve transactions relating to this Contract. CONSULTANT agrees to maintain these records for a period of six years from the date of termination of this Contract.

- K. **Force Majeure.** The PARTIES shall each be excused from performance under this Contract while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either PARTY is rendered unable wholly or in part by force majeure to carry out its obligations under this Contract then the PARTY affected by force majeure shall give written notice with explanation to the other PARTY immediately.
- L. **Compliance with Laws.** CONSULTANT shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which CONSULTANT is responsible.
- M. **Covenant Against Contingent Fee.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Contract.
- N. **Covenant Against Vendor Interest.** CONSULTANT warrants that it is not employed by any vendor of equipment or service provider that could result in a commission, percentage, brokerage, or contingent fee as a result of CONSULTANT'S association with CITY.
- O. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Contract as if fully set forth herein.
- P. **Interest by City Officials.** No elected official, officer, or employee of CITY shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

- Q. **Work Product.** All materials such as reports, exhibits, models, graphics, computer files, maps, charts, and supporting documentation produced under work authorized by this Contract ("Materials") shall become the property of CITY upon completion of the work. CITY may use the information for the Project for which they were prepared. Such use by CITY shall not relieve any liability on the part of CONSULTANT. Notwithstanding any of the foregoing to the contrary; (a) CONSULTANT may reuse standard details of its Materials in the normal course of its business; and (b) CITY understands that the Materials have been prepared for a specific project and are not intended to be reused for other purposes. If CITY reuses the Materials for any other purpose, CITY waives any claims against CONSULTANT arising from such reuse and agrees to defend and indemnify CONSULTANT from any claims arising from such reuse.
- R. **Governing Law.** This Contract shall be deemed to have been made and accepted in Hennepin County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Contract without regard to its choice of law or conflict of laws principles.
- S. **Data Practices.** The PARTIES acknowledge that this Contract is subject to the requirements of Minnesota's Government Data Practices Act (Act), Minnesota Statutes, Section 13.01 *et seq.* CONSULTANT agrees to abide by the applicable provisions of the Act, HIP AA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. CONSULTANT understands that all of the data created, collected, received, stored, used, maintained or disseminated by CONSULTANT in performing those functions that the CITY would perform is subject to the requirements of the Act, and CONSULTANT must comply with those requirements as if it were a government entity. This does not create a duty on the part of CONSULTANT to provide the public with access to public data if the public data is available from the CITY, except as required by the terms of this Contract.
- T. **No Waiver.** Any PARTY'S failure in anyone or more instances to insist upon strict performance of any of the terms and conditions of this Contract or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that PARTY'S right to assert or rely upon the terms and conditions of this Contract. Any express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving PARTY.
- U. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3 and other applicable law, CONSULTANT consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to CITY, to federal and state agencies and state personnel involved in the payment of CITY obligations. These identification numbers may be used in the enforcement of

federal and state laws which could result in action requiring CONSULTANT to file state tax returns, pay delinquent state tax liabilities, if any, or pay other CITY liabilities.

- V. **Patented Devices, Materials and Processes.** If this Contract requires, or CONSULTANT desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, CONSULTANT shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with CITY. If no such agreement is made or filed as noted, CONSULTANT shall indemnify and hold harmless CITY from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Contract, and shall indemnify and defend CITY for any costs, liability, expenses and attorney's fees that result from any such infringement.
- W. **Mechanic's Liens.** CONSULTANT hereby covenants and agrees that CONSULTANT will not permit or allow any mechanic's or materialman's liens to be placed on CITY'S interest in the Property that is the subject of the Project during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on CITY'S interest, CONSULTANT shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that CONSULTANT may contest any such lien provided CONSULTANT first posts a surety bond, in favor of and insuring CITY, in an amount equal to 125% of the amount of any such lien.
- X. **Severability.** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.
- Y. **Entire Contract.** These terms and conditions constitute the entire Contract between the PARTIES regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Contract.
- Z. **Headings and Captions.** Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.

- AA. **Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any PARTY or PARTIES, and any undischarged obligations of CITY and CONSULTANT arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.
- BB. **Execution.** This Contract 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 Contract, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing PARTY.

Remainder of page intentionally left blank.

SECTION VII – SIGNATURES

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

HOMETOWN FIBER, LLC

By: _____
(Signature)

Date: _____

Title: _____

Print Name: _____

CITY OF WILLMAR

By: _____
(Signature)

Date: _____

Title: _____

Print Name: _____

By: _____
(Signature)

Date: _____

Title: _____

Print Name: _____

EXHIBIT 1

SCOPE OF SERVICES

Hometown Fiber ("HF") will provide technical consulting services to the City of Willmar ("City") related to the technical architecture of its' Broadband Project. HF will work with City staff, City Engineering firm Bolton & Menk, other City consultants, and City legal counsel to design a city-wide fiber optic network.

Deliverables

- Phases 1 – 5 100% Schematic Drawings (SD)
- Phases 1 – 5 100% Design Development (DD)
- Phases 1 – 5 80% Construction Drawings (CD)
 - Title Sheet
 - Fiber Network Designs
 - Splice Details
 - Hand Hole Details
 - Conduit Details
 - Locate Details
 - Central Office(s) & Cabinets Details
- Phases 1 – 5 Draft project manual – specifications
 - Division 00 – Procurement & Contracting Requirements
 - Division 01 – General Requirements
 - Division 26 – Electrical
 - Division 27 – Communications
 - Division 31 – Earthwork
 - Division 33 – Utilities

Timeline

Hometown Fiber shall begin this scope of work upon receipt of a fully executed contract and deposit. Hometown Fiber anticipates this scope of work to be completed within the following timelines:

- Phase 1 October 2023 – April 2024
- Phase 2: December 2023 – July 2024
- Phase 3: February 2024 – September 2024
- Phase 4: April 2024 – November 2024
- Phase 5: May 2024 – December 2024

EXHIBIT 2

CERTIFICATES OF REQUIRED INSURANCE COVERAGES

[Certificates of Insurance attached hereto]

EXHIBIT 3

COMPENSATION

Technical Consultant: Network Architecture, flat fee: \$687,524.00

PROGRESS PAYMENT SCHEDULE

30% Project Deposit.....	\$206,257.20
20% Progress Payment at Phase 1 Construction Document (CD) Submission.....	\$137,504.80
15% Progress Payment at Phase 2 Construction Document (CD) Submission.....	\$103,128.60
15% Progress Payment at Phase 3 Construction Document (CD) Submission.....	\$103,128.60
10% Progress Payment at Phase 4 Construction Document (CD) Submission.....	\$ 68,752.40
10% Progress Payment at Phase 5 Construction Document (CD) Submission.....	\$ 68,752.40



City Council Action Request

Council Meeting Date:	October 2, 2023	Agenda Item Number:	10.B.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	Yes	Prepared By:	Kyle Box, City Operations Director
Ordinance:	No	Presented By:	Kyle Box, City Operations Director
Item:	Consider a Resolution Declaring Costs to be Reimbursed		

RECOMMENDED ACTION:

That the Council Approved the Resolution Declaring Costs to be Reimbursed.

OVERVIEW:

The City of Willmar will consider entering into a Service Contract Agreement with Hometown Fiber, LLC, for the development of a public broadband infrastructure project. The City will use dollars from its industrial park fund to make payments. The enclosed resolution declares those costs to be reimbursed with future bond proceeds to finance this project.

This action does not commit the City Council to issuing bonds; it is the foundation required to be able to use bond proceeds to reimburse the associated costs.

BUDGETARY/FISCAL ISSUES:

NA

ALTERNATIVES TO CONSIDER:

None Recommended

ATTACHMENTS:

1. DOCSOPEN-#905174-v1-Willmar_Hometown_Fiber_REIMBURSEMENT_RESOLUTION

**RESOLUTION DECLARING THE OFFICIAL INTENT OF THE CITY OF
WILLMAR, MINNESOTA, TO REIMBURSE CERTAIN CAPITAL
EXPENDITURES FROM THE PROCEEDS OF TAX-EXEMPT BONDS**

WHEREAS, the Internal Revenue Service has issued Treasury Regulations, Section 1.150-2 (the “Reimbursement Regulations”) under the Internal Revenue Code of 1986, as amended (the “Code”), providing that proceeds of tax-exempt bonds used to reimburse prior capital expenditures will not be deemed spent unless certain requirements are met; and

WHEREAS, the City of Willmar, Minnesota, municipal corporation and a political subdivision of the State of Minnesota (the “City”), expects to incur certain expenditures that may be financed temporarily from sources other than tax-exempt bonds, and later reimbursed from the proceeds of tax-exempt bonds; and

WHEREAS, the City has determined to make a declaration of its official intent (the “Declaration”) to reimburse certain capital costs from the proceeds derived from the sale of tax-exempt bonds issued by the City or another political subdivision in accordance with the Reimbursement Regulations.

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

1. The City may incur certain capital expenditures in connection with the installation of a fiber optic infrastructure network (the “Project”):
2. The City reasonably expects to reimburse the expenditures made for certain costs of the Project from the proceeds of tax-exempt bonds, in one or more series, in an aggregate principal amount not to exceed \$25,000,000 plus an amount sufficient to pay the costs related to the issuance of the bonds and paying debt service on the bonds. All reimbursed expenditures related to the Project will be capital expenditures, costs of issuance of the tax-exempt bonds or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Reimbursement Regulations.
3. This Declaration has been made not later than 60 days after payment of any original expenditure to be subject to a reimbursement allocation with respect to the proceeds of tax-exempt bonds, except for the following expenditures: (a) costs of issuance of tax-exempt bonds; (b) costs in an amount not in excess of the lesser of \$100,000 or 5% of the proceeds of the tax-exempt bonds; or (c) “preliminary expenditures” up to an amount not in excess of 20% of the aggregate issue price of the tax-exempt bonds that are reasonably expected by the City to finance the Project. The term “preliminary expenditures” includes architectural, engineering, surveying, soil testing, bond issuance and similar costs that are incurred prior to commencement of acquisition, construction, or rehabilitation of the Project, excluding land acquisition, site preparation, and similar costs incident to commencement of construction.
4. A reimbursement allocation with respect to tax-exempt bonds will be made not later than 18 months after the later of: (i) the date the original expenditure is paid; or (ii) the date the

Project is placed in service or abandoned, but in no event more than 3 years after the original expenditure.

5. This Declaration is an expression of the reasonable expectations of the City based on the facts and circumstances known to the City as of the date hereof. The anticipated original expenditures for the Project and the principal amount of the tax-exempt bonds described in paragraph 2 are consistent with the City's budgetary and financial circumstances. No sources other than proceeds of tax-exempt bonds are reasonably expected to be reserved, allocated on a long-term basis, or otherwise set aside pursuant to the City's budget or financial policies to pay such expenditures for which bonds are issued.

6. The action is intended to constitute a declaration of official intent for purposes of the Reimbursement Regulations.

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

and the following voted against the same:

Whereupon the resolution was declared duly passed and adopted.

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

I, the undersigned, being the duly qualified and acting Clerk of the City of Willmar, Minnesota (the “City”), DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full and true and complete transcript of the minutes of a meeting of the City Council of said City, duly called and held on October 2, 2023, insofar as such minutes relate to a resolution declaring official intent.

WITNESS my hand on this _____ day of October, 2023.

Clerk



City Council Action Request

Council Meeting Date:	October 2, 2023	Agenda Item Number:	10.C.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	No	Prepared By:	Kyle Box, City Operations Director
Ordinance:	No	Presented By:	Kyle Box, City Operations Director
Item:	Consider Approval of the Final Plat - Hendrickx Subdivision		

RECOMMENDED ACTION:

That the Council approve the Final Plat for the Hendrickx Subdivision

OVERVIEW:

The Planning Commission held a public hearing at its September 20, 2023, meeting to review and approve the final plat for the Hendrickx subdivision. Willmar Police Department, Fire Department, Willmar Municipal Utilities, and Engineering have reviewed and provided comments on the preliminary and final plat.

The public hearing was held with no comment from members of the public, and the agenda item was approved unanimously by the Planning Commission.

If the final plat is approved by the city council, or by act of law, the applicant shall record it with the county recorder within 180 days from final plat approval by the city council, unless a time extension has been granted by the city council following written application thereof by the subdivider made to the city at least 30 days prior to the date of expiration. The subdivider shall provide the city with a copy of the plat showing evidence of recording. Failure to record the final plat within the 180-day period shall render final plat approval by the city council null and void, unless the city council has granted an extension of time in which the final plat shall be recorded as provided in this subsection. In the event that a final plat is not timely recorded, a new plat application and process shall thereafter be required. No changes, erasures, modifications or revisions shall be made in any final plat after approval is given by the city council and signing of the final plat by the mayor and applicable city representatives.

BUDGETARY/FISCAL ISSUES:

NA

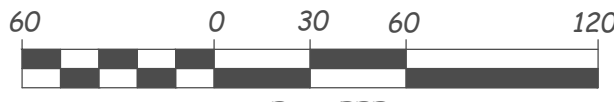
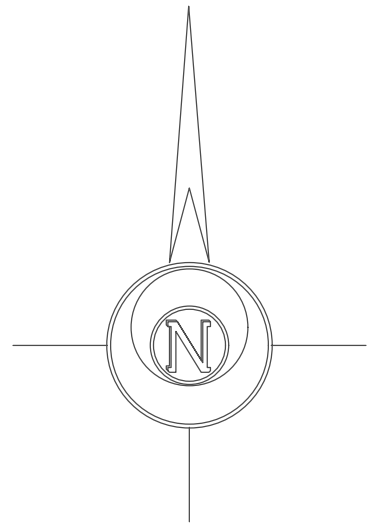
ALTERNATIVES TO CONSIDER:

None Recommended

ATTACHMENTS:

1. 2023-368FP

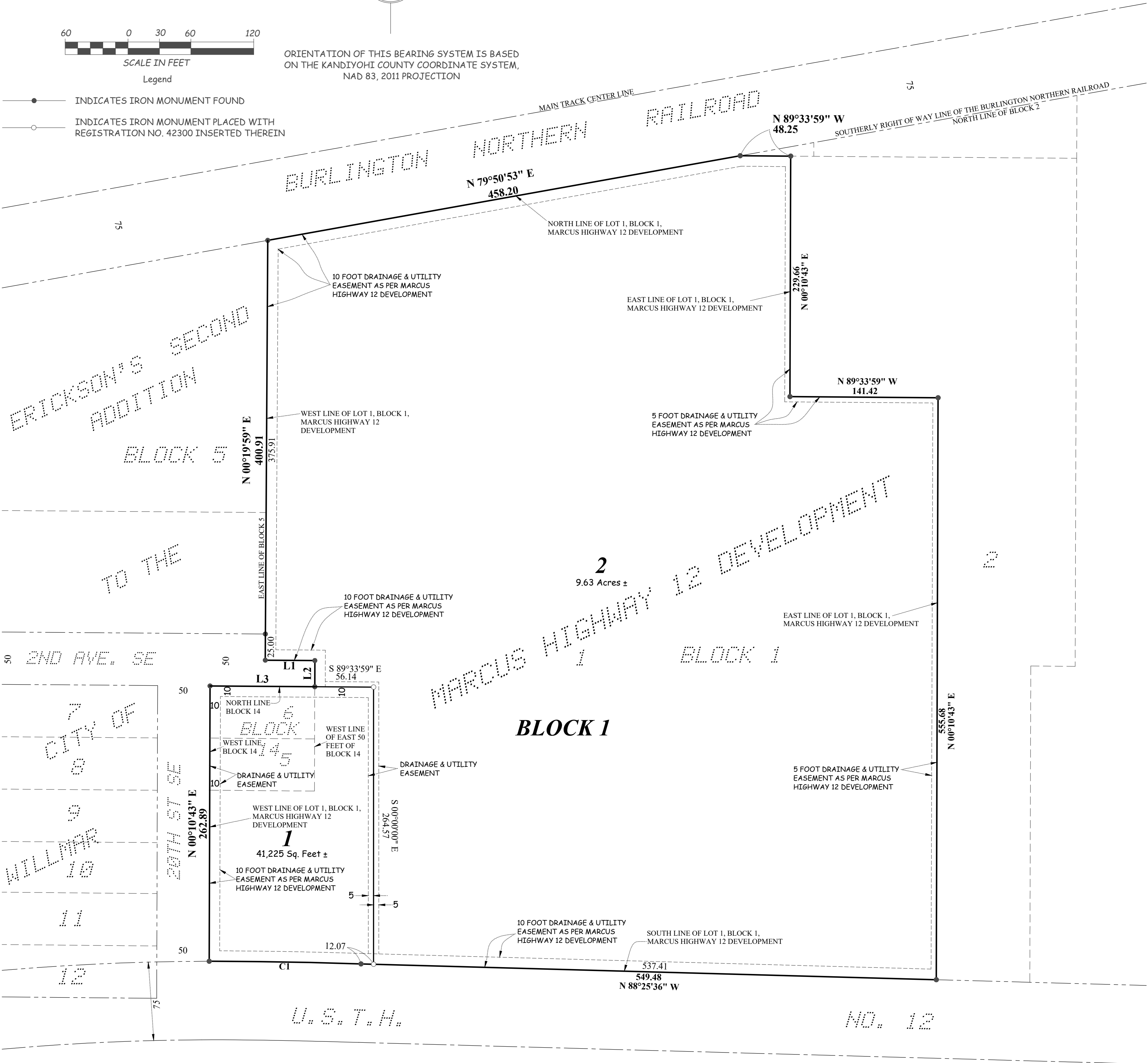
O'MALLEY & KRON LAND SURVEYORS, INC.
1004 2ND ST. SE
WILLMAR, MN 56201
PH. 320-235-9492



SCALE IN FEET
Legend

ORIENTATION OF THIS BEARING SYSTEM IS BASED
ON THE KANDIYOHI COUNTY COORDINATE SYSTEM,
NAD 83, 2011 PROJECTION

- INDICATES IRON MONUMENT FOUND
- INDICATES IRON MONUMENT PLACED WITH
REGISTRATION NO. 42300 INSERTED THEREIN



LINE	BEARING	DISTANCE
L1	S 89°33'59" E	47.31
L2	S 00°10'43" W	25.00
L3	N 89°33'59" W	100.00

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	144.92	4680.29	1°46'27"	N 88°59'54" W	144.92

HENDRICKX ADDITION

KNOW ALL MEN BY THESE PRESENTS: that Marcus Real Estate and Investments, LLC, a Minnesota limited liability corporation, owner and proprietor of the following described property, situated in the City of Willmar, County of Kandiyohi, State of Minnesota, described as follows, to-wit:

Lot 1, Block 1, MARCUS HIGHWAY 12 DEVELOPMENT as of public record, Kandiyohi County, Minnesota
AND
Lots 5 and 6 of Block 14 in Erickson's Second Addition to the City of Willmar, EXCEPT the East 50 feet of said
Lots 5 and 6, Kandiyohi County, Minnesota.

Has caused the same to be surveyed and platted and hereafter known as HENDRICKX ADDITION and does hereby dedicate to the public for public use the easements as shown on this plat for drainage & utility purposes only.

In witness whereof said Marcus Real Estate and Investments, LLC, a Minnesota limited liability corporation, has hereunto set its hand this ____ day of _____, 20__.

Ross Marcus
Chief Executive Officer

STATE OF _____)
COUNTY OF _____) SS
This instrument was acknowledged before me on the ____ day of _____, 20__, by Ross Marcus, Chief Executive
Officer of Marcus Real Estate and Investments, LLC, a Minnesota limited liability corporation.

(Notary Signature) (Notary Printed Name)

Notary Public Kandiyohi County, State of Minnesota
My Commission Expires: _____

I, Benjamin C. O'Malley, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed
Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and
labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that
all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01 Subd. 3, as of the date of this certificate are shown
and labeled on this plat; and all public ways are shown and labeled on this plat.
Dated this ____ day of _____, 20__.

Benjamin C. O'Malley, Licensed Land Surveyor
Minnesota Registration No. 42300

STATE OF MINNESOTA)
COUNTY OF _____) SS
This instrument was acknowledged before me on the ____ day of _____, 20__, by
Benjamin C. O'Malley, Licensed Land Surveyor, Minnesota Registration No. 42300.

(Notary Signature) (Notary Printed Name)

Notary Public Kandiyohi County, State of Minnesota
My Commission Expires: _____

I, hereby certify that the proper evidence of title has been presented to me and that all parties with an interest in said property have been
included in the execution of the above instrument. Dated this ____ day of _____, 20__.

ATTORNEY

Approved by the Planning Commission of the City of Willmar, Kandiyohi County, Minnesota, this ____ day of _____, 20__.

CHAIRMAN CLERK

Approved by the City Council of the City of Willmar, Kandiyohi County, Minnesota, this ____ day of _____, 20__.

MAYOR CLERK

Approved this ____ day of _____, 20__.

ENGINEER, CITY OF WILLMAR

I, hereby certify that all taxes are paid for the year ____ for the land herein described.

KANDIYOHI COUNTY TREASURER

No delinquent taxes and transfer entered this ____ day of _____, 20__.

KANDIYOHI COUNTY AUDITOR

I, hereby certify that the within instrument was filed in this office for record on the ____ day of _____, 20__, at
o'clock __.M. and was duly recorded as Folder No. _____; and as Document No. _____.

KANDIYOHI COUNTY RECORDER



City of Willmar

City Council Action Request

Council Meeting Date:	October 2, 2023	Agenda Item Number:	10.D.
Agenda Section:	Regular Business	Originating Department:	City Clerk
Resolution:	Yes	Prepared By:	Judy Thompson, City Clerk
Ordinance:	No	Presented By:	Judy Thompson, City Clerk
Item:	Dovre Township Fire Agreement		

RECOMMENDED ACTION:

Adopt the Resolution Authorizing the Mayor and City Administrator to Execute the Fire Agreement with Dovre Township for 2024

OVERVIEW:

Dovre Township is under an annual contract for Willmar Fire Department service. A statewide formula has been used for decades to calculate the Township cost sharing proposal and is enclosed with current numbers.

Dovre Township

2023	\$43,202.43 based on 209 firefighter hours accumulated in 2022
2022	\$32,112.03 based on 48 firefighter hours accumulated in 2021
2021	\$27,915.91 based on 57 firefighter hours accumulated in 2020
2020	\$35,715.86 based on 165 firefighter hours accumulated in 2019
2019	\$20,838.08 based on zero firefighter hours accumulated in 2018

BUDGETARY/FISCAL ISSUES:

\$43,202.43 for the Dovre Townships fiscal year of which, \$21,601.22 is due January 1, 2024, and \$21,601.22 is due July 1, 2024.

ALTERNATIVES TO CONSIDER:

N/A

ATTACHMENTS:

1. Resolution Dovre Township Fire Agreement
2. Dovre Township Fire Agreement
3. Dovre Township Fire Cost

RESOLUTION NO.

**A RESOLUTION APPROVING DOVRE TOWNSHIP FIRE AGREEMENT
IN THE AMOUNT OF \$43,202.43**

Motion By: _____ Second By: _____

WHEREAS Dovre Township annually contracts with the City of Willmar Fire Department for fire protection services; and

WHEREAS it is the established practice of the City of Willmar to use a statewide formula to calculate the township cost sharing proposal;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, that the Mayor and City Administrator be authorized to execute the fire protection agreement with Dovre Township for the period January 1, 2024 through December 31, 2024, in the amount of \$43,202.43.

Dated this 2nd day of October 2023.

MAYOR

Attest:

CITY CLERK

AGREEMENT FOR FIRE DEPARTMENT SERVICE

THIS AGREEMENT, made this ____ day of _____, 20__, by and between the City of Willmar, a municipal corporation of Kandiyohi County, Minnesota, hereinafter referred to as "City", and the Township of Dovre, a political subdivision of the State of Minnesota, hereinafter referred to as "Township".

WHEREAS, the Township deems it advisable to have available for the benefit of the residents of said Township (Sections 25, 26, 27, 34, 35, & 36) services of the City's Fire Department, and the electors of said Township having, pursuant to law, provided a fund for the furnishing of said services, and

WHEREAS, the City has authorized its Mayor and City Administrator to enter into a contract with the Township for the furnishing of said services;

NOW, THEREFORE, IT IS AGREED between the parties hereto, that for the period commencing January 1, 2024, and terminating December 31, 2024, the Fire Department of the City will answer fire calls within the Township of Dovre which the City is requested to answer by the Township, and will respond to such calls with such fire fighting apparatus of the City Fire Department as may be authorized by the Insurance Services Office, and all equipment and resources deemed necessary by the incident commander, and will render all assistance possible in the saving of life and property, subject to City retaining in its corporate limits sufficient firefighters and equipment to maintain its fire class rating, and subject to the terms of this Agreement.

As payment for such services, the Township agrees to pay, pursuant to the formula attached hereto and made a part hereof, the amount of FORTY-THREE THOUSAND, TWO HUNDRED TWO DOLLARS AND FORTY-THREE CENTS, (\$43,202.43) payable TWENTY-ONE THOUSAND, SIX HUNDRED ONE DOLLARS AND TWENTY-TWO CENTS, (\$21,601.22) on January 1, 2024, and TWENTY-ONE THOUSAND, SIX HUNDRED ONE DOLLARS AND TWENTY-ONE CENTS, (\$21,601.21) on July 1, 2024.

IT IS FURTHER UNDERSTOOD AND AGREED that at times weather and road conditions through the seasons of the year demand for City's firefighters and equipment to be used at a fire within the City, or other special circumstances, may interfere in the rendering of the service contemplated herein, and in the event, failure to furnish the service herein agreed upon shall not be a breach of this Agreement. In an event whereby equipment and firefighters can not leave the City, Willmar Fire Command will activate mutual aid to render service to the township. Failure of the City to provide the services herein contracted for shall not result in the City being liable to Township or its residents for actual or consequential damages or for any other damages.

IT IS FURTHER UNDERSTOOD AND AGREED that the City will submit a billing statement to the Township within five (5) working days subsequent to a fire call listing the number of firefighters involved, firefighter hours, vehicles in use, and other data pertinent to assisting the township in making a "bill for services rendered" to the property owner receiving fire assistance. It shall be further understood that the sum total of the billings will not necessarily equal the annual contract price between the City and Township due to various formula charges such as building and/or vehicle depreciation costs and administration and training costs which will not be a part of the individual billing statements.

IT IS FURTHER UNDERSTOOD AND AGREED that in the event of a hazardous materials incident the City reserves the right to exclude the call from the annual Funding Formula and bill the cost of the services rendered for special hazardous materials equipment and related costs directly to the owner of the property.

Township does hereby guarantee to the City that it is an equal opportunity employer and that it meets all United States Government and State of Minnesota Equal Opportunity Employment Requirements or that they are exempt from these provisions.

This Agreement may be terminated upon thirty (30) calendar days written notice by either party or the other party, and the cost of services prorated to the time of termination.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by the respective officers thereof, and the respective seals of the parties have been affixed thereto.

CITY OF WILLMAR, A MUNICIPAL CORPORATION

BY: _____

DOUGLAS E. REESE, MAYOR

(S E A L)

BY: _____

LESLIE VALIANT, CITY ADMINISTRATOR

(S E A L)

In the Presence of:

TOWNSHIP OF DOVRE

BY: _____

Pat Jacobs

(S E A L)

DOVRE TOWNSHIP - 2024
FIRE COST FORMULA

For Sections 25, 26, 27, 34, 35 & 36

$$S = [(C \times 1.05) + E/20 + P/50] \frac{(U + V)}{2}$$

S = Cost of fire service for one year.

C = 2022 actual operating cost of the Fire Department.

E/20 = Cost of apparatus used for township fires depreciated for 20 years.

P/50 = Cost of physical plant depreciated over 50 years.

1.05 = A number that when C is multiplied by it, the answer will be C plus an additional 5 percent charge for administration and accounting.

U = Percent of Firefighter hours used by the Township in 2022.

V = Percent market valuation of buildings and mobile home personal property for the area of the contracting unit being served as to the total market value of buildings and mobile home personal property in the area served by the Fire Department.

C = \$889,576.72 (2022 Fire Department costs).

E/20 = \$76,197.10 (cost of apparatus sent to township \$1,523,942.00)
[units (5257) \$598,000 + (5276) \$315,942 + (5298) \$610,000]

P/50 = \$3,888.85 (cost of building to maintain trucks \$194,442.50).

Payment for Actual Fire Calls

Protection

U = Use of Fire Department by Firefighter Hours
2022

V = Market Value in Fire Service
2022

<u>Unit</u>	<u>Firefighter Hours</u>	<u>Percent of Total</u>	<u>Unit</u>	<u>Market Value</u>	<u>Percent of Total</u>
City of Willmar	6,859	.9604	City of Willmar	\$1,242,762,600	.9012
Willmar Township	74	.0104	Willmar Township	\$59,026,600	.0428
Dovre Township	209	.0292	Dovre Township	\$77,160,000	.0560
TOTAL	7,142	1.0000	TOTAL	\$1,378,949,200	1.0000

U = .0292

V = .0560

S = [(\$889,576.72 x 1.05) + \$76,197.10 + \$3,888.85] X $\frac{.0292 + .0560}{2}$

S = \$1,014,141.51 x .0426

S = \$43,202.43



City Council Action Request

Council Meeting Date:	October 2, 2023	Agenda Item Number:	10.E.
Agenda Section:	Regular Business	Originating Department:	City Clerk
Resolution:	No	Prepared By:	Judy Thompson, City Clerk
Ordinance:	No	Presented By:	Judy Thompson, City Clerk
Item:	Consideration of Sale of THC Product License- Coborn's Incorporated dba Cash Wise Liquor		

RECOMMENDED ACTION:

Approve the Sale of THC Product License on a Roll Call Vote

OVERVIEW:

On September 19, 2022, the City Council Adopted Ordinance No. 1487 regulating the sale of tetrahydrocannabinol products in the City of Willmar. During the 2023 Regular Session, Minnesota Legislature enacted Section 340A.412, Sub. 14 to include Exclusive Liquor Store sales. Below is an establishment that has submitted a license application for approval.

Coborn's Incorporated dba Cash Wise Liquor, located at 1300 5th Street SE, has submitted a Sale of THC Products License application with plans to sell THC products.

BUDGETARY/FISCAL ISSUES:

\$2,000.00 Annual License Fee

ALTERNATIVES TO CONSIDER:

Deny the approval of the requested license application.

ATTACHMENTS:

None