



WILLMAR CITY COUNCIL MEETING

MONDAY, DECEMBER 18, 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 December 4, 2023
- B. City Council Work Session Minutes of December 11, 2023
- C. Municipal Utilities Meeting Minutes of December 11, 2023
- D. Ice Agreement with One Way Athletics, LLC
- E. Ice Agreement with MBSE, LLC
- F. Blue Cross Blue Shield of MN sponsorship funding for Community Growth led Special Events
- G. Park and Recreation Board appointments
- H. MUC Reappointments
- I. Planning Commission Reappointments
- J. Accounts Payable Report 11-27-23 Thru 12-14-23

Information:

Building Report November 2023

Directors Reports

Municipal Utilities October Financial Statement

Review Pioneerland Board and Main Street Board applicant

6. Approve Consent Agenda Items
7. Items Removed from Consent Agenda
8. Open Forum (Individuals Limited to Three (3) Minutes)
9. Regular Business
 - A. Purchase of new ladder truck

- B. Approve credit change order #11 for the construction contingency of the Swansson Fields project and close out the project.
 - C. Approve credit change order #12 for the construction contingency of the Recreation Fields project and close out the project.
 - D. Accept and Approve Final Project No. 2201-B Pay App-Charolette Str SE from Johanna Ave to Becker Ave
 - E. Authorize Advertisement for Bids: Eagle Lake Lift Stations 7, 8 & 9
 - F. Kennedy Stormwater Improvements Study Professional Services
 - G. Reassessment of Certain Properties-Refunding Assessments
 - H. Consider Approval of the Airport Operations Agreement between the City of Willmar and Oasis Aero, Inc.
 - I. Fix Base Operator Agreement Between the City of Willmar and Oasis Aero, Inc.
 - J. Civic Center Arena Special Event by On-Sale Liquor License Holder Permits- Spurs Corporation
 - K. Sunday Liquor License Renewals for 2024
 - L. Sale of THC Products License
 - M. Sale of THC Products 2024 License Renewals
 - N. Wage increase consideration for Community Service Officers (CSO's)
 - O. Consider Administrative Violations and License Revocation for High Cakes Recreational Dispensary
 - P. Kandiyohi County and City of Willmar Economic Development Commission Name Change
10. "Community Pride" Announcements
11. Adjourn

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

December 4, 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 Christopher Corbett, Parks and Recreation Director Rob Baumgarn, Fire Chief Frank Hanson, Community Growth Director Pablo Obregon, City Clerk Judy Thompson and City Attorney Robert Scott.

Mayor Reese addressed the Council regarding cell phone usage during Council meetings and asked that all Council members turn off and refrain from using their cell phones during the meetings to avoid any possible conflicts with violating the open meeting law.

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.

Approve:

- A. City Council Minutes of November 20, 2023
- B. City Council Minutes of Special Meeting of November 28, 2023
- C. Amended City Council Minutes of October 2, 2023
- D. Planning Commission Meeting Minutes November 21, 2023
- E. Willmar Municipal Utilities Commission Meeting Minutes November 27th, 2023
- F. **Resolution No. 2023-180 Approve OSG Grant for Planning and Design Stormwater Improvements near Kennedy Elementary School**
- G. **Resolution No. 2023-181 Equitable Cost-Sharing for Publicly Owned Nursing Facilities (ECPN)**
- H. Kandiyohi County Pheasants Forever Lawful Gambling Application
- I. ~~**Resolution No. 2023-182 Premise Permit for Willmar Baseball Booster Association at Willmar Indoor Golf**~~
- J. **Resolution No. 2023-183 SafeAssure Consultants Safety Program Agreement**
- K. Accounts Payable Report, 11/18/23 Thru 11/22/23

Information:

- L. Building Report October 2023
- M. CVB Board Minutes of October 17, 2023
- N. CCT Operations Board Minutes of September 26, 2023
- O. Appointment to Park and Recreation Board

Council Member Ask offered a motion to approve the consent agenda. Council Member Asmus asked that Item I. be pulled from the agenda for discussion. Council Member Nelsen seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Council Member Asmus asked for clarification on the type(s) of gambling that will be taking place at Willmar Indoor Golf and their relationship with Willmar Baseball Booster Association.

Following clarification, Council Member Asmus offered a motion to approve Item I. Council Member Ask seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Earl Knutson, 1400 Willmar Avenue SE, addressed the Mayor and Council representing the Willmar Area Climate Action Group recommending in new construction or remodeling of City buildings a high priority be given to environmentally friendly heating systems in an effort to save on costs and to benefit the upcoming generations.

At 6:50 p.m. Mayor Reese opened the public truth in taxation hearing. Finance Director Odens provided the pertinent information.

Michelle (Shelly) Hedlund, 1801 SW 6th Street, addressed the Mayor and Council stating her objection to the tax levy increase.

Ron Christianson, 1912 Richland Drive SW, addressed the Mayor and Council stating his desire to keep the budget the same as 2023, or limiting the increase to no more than five (5%) percent.

Mike Petersen, 4462 11th Ave SE, addressed the Mayor and Council stating his agreement with all of Mr. Christianson's comments and stated he can't afford more taxes for his business.

City Clerk Thompson read a letter from Kevin Halliday stating a brief explanation of the taxation process.

There being no others to speak for or against said tax levy and budget, Mayor Reese closed the public hearing at 7:01 p.m. and opened it up for discussion by the Council.

Following discussion, Council Member Shuldes offered a motion to approve the tax levy as presented and introduced **Resolution No. 2023-184 Establishing the 2024 Tax Levy**. Council Member Nelsen seconded the motion, which carried on a roll call vote of Ayes 7, Noes 1. Council Member Butterfield voted "no".

Council Member Ask offered a motion to approve the 2024 budget as presented and introduced **Resolution No. 2023-185 Adopting the Budget for the Fiscal Year 2024**. Council Member Nelsen seconded the motion, which carried on a roll call vote of Ayes 7, Noes 1. Council Member Butterfield voted "no".

City Operations Director Box presented a request to approve awarding agricultural land leases from 2024 to 2026.

Following discussion, Council Member Fagerlie offered a motion to approve staff's request and introduced **Resolution No. 2023-186 Authorization to Execute Land Lease Agreements**. Council Member Asmus seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Mayor Reese presented a request for consideration of salary increase for City Administrator Valiant in the amount of three (3%) percent, retroactive to July 19, 2023.

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

City Administrator Valiant presented a request to schedule a Council Work Session on Monday, December 11, 2023. Following discussion, consensus of the Council was to schedule the Work Session for Monday, December 11, 2023, beginning at 6:00 p.m. with location to be determined.

Council Member O'Brien offered the following comments: it was a busy weekend for law enforcement and thanked them for their extra efforts to protect our citizens.

At 7:25 p.m. upon motion by Council Member Ask and seconded by Council Member Fagerlie, the Council entered into closed session pursuant to Statute 13D.05, Subd. 3(c).

At 7:50 p.m. Council returned to open session.

Council Member Ask offered a motion to adjourn the meeting, with Council Member Nelsen seconding the motion, which carried. The meeting adjourned at 7:51 p.m.

MAYOR

Attest:

SECRETARY TO THE COUNCIL

RESOLUTION NO. 2023-180

A RESOLUTION APPROVING THE PLANNING AND DESIGN GRANTS STORMWATER AND WASTE WATER INFRASTRUCTURE PROJECTS OSG GRANT PROGRAM

Motion By: Ask

Second By: Nelsen

BE IT RESOLVED, by the City Council of the City of Willmar to Accept the OSG Grant for the Kennedy Stormwater Improvements Study in the amount of \$58,996. The Mayor and City Administrator are authorized to execute this agreement with any amendments on behalf of the City of Willmar.

Dated this 4th day of December, 2023.

/s/ Douglas E. Reese

Mayor

Attest:

/s/ Judy R. Thompson

City Clerk

RESOLUTION NO. 2023-181

**CENTRACARE EQUITABLE COST-SHARING FOR
PUBLICLY OWNED NURSING FACILITIES (ECPN)**

Motion By: Ask

Second By: Nelsen

BE IT RESOLVED by the City Council of the City of Willmar to authorize the ECPN payments by and between MN Department of Health, CentraCare Rice Care Center and the City of Willmar effective January 1, 2024.

Dated this 4th day of December 2023

/s/ Douglas E. Reese
MAYOR

ATTEST:

/s/ Judy R. Thompson
CITY CLERK

RESOLUTION NO. 2023-182

**REQUESTING THAT THE MINNESOTA GAMBLING CONTROL BOARD APPROVE THE APPLICATION
FOR A PREMISE PERMIT FOR THE WILLMAR BASEBALL BOOSTER ASSOCIATION**

Motion By: Ask

Second By: Nelsen

WHEREAS, the Willmar Baseball Booster Association has applied to the Minnesota Gambling Control Board to obtain a Premise Permit for a Gambling License at the Willmar Indoor Golf, 1605 1st Street S, #B1-4, Willmar, Minnesota;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Willmar that the City approves of the Premise Permit for the Willmar Baseball Booster Association and respectfully requests that the State of Minnesota Gambling Control Board approve the Premise Permit to the Willmar Baseball Booster Association.

Dated this 4th day of December, 2023.

/s/ Douglas E. Reese
MAYOR

ATTEST:

/s/ Judy R. Thompson
CITY CLERK

RESOLUTION NO. 2023-183

AUTHORIZATION TO EXECUTE AGREEMENT WITH SAFEASSURE CONSULTANTS, INC.

Motion By: Ask

Second By: Nelsen

BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, that the City Administrator be authorized to enter into an agreement between the City of Willmar and SafeAssure Consultants, Inc. to provide professional consulting services for safety training and OSHA compliance in the amount of \$9,214.93.

Dated this 4th day of December 2023

/s/ Douglas E. Reese

MAYOR

Attest:

/s/ Judy R. Thompson

CITY CLERK

RESOLUTION NO. 2023-184

ESTABLISHING THE 2024 TAX LEVY

Motion By: Shuldes

Second By: Nelsen

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

General Fund	\$8,829,636
Street Improvement Fund	\$ 800,672
City Hall Debt	<u>\$ 555,000</u>
Total	\$10,185,308

BE IT RESOLVED, that there is a sufficient sum of money in the Debt Service Funds of the City, together with the above Debt Service Fund Tax Levy, 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;

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

Dated this 4th day of December, 2023

/s/ Douglas E. Reese

MAYOR

Attest:

/s/ Judy R. Thompson

CITY CLERK

RESOLUTION NO. 2023-185

ADOPTING THE BUDGET FOR THE FISCAL YEAR 2024

Motion By: Ask

Second By: Nelsen

BE IT RESOLVED by the City Council of the City of Willmar that the Annual Budget for the fiscal year beginning January 1, 2023, which has been submitted by the Mayor and approved by the City Council, is hereby adopted, the totals of the said budget and the Mayor's division thereof being as follows:

EXPENDITURE REQUIREMENTS

General Operating	\$ 21,419,347
Capital Improvements	18,908,975
Special Revenue/Internal	7,345,800
Debt Service	4,930,586
Enterprise (Wastewater)	<u>15,087,652</u>
Total 2024 Budget	\$ 67,692,360

Dated this 4th day of December, 2023

/s/ Douglas E. Reese
Mayor

ATTEST:

/s/ Judy R. Thompson
City Clerk

RESOLUTION NO. 2023-186

AUTHORIZATION TO EXECUTE LAND LEASE AGREEMENTS

Motion By: Fagerlie

Second By: Asmus

BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, that the Mayor and City Administrator be authorized to execute Land Lease Agreements between the City of Willmar and the following Lessees:

Location	Tillable Acres	Price Per Acre	Total	High Bidder
Tract 1	49	\$ 266.00	\$ 13,034.00	Preston Asche
Tract 2	19	\$ 266.00	\$ 5,035.00	Preston Asche
Tract 3	15	\$ 250.00	\$ 3,750.00	Preston Asche
Tract 4	30.7	\$ 266.00	\$ 8,135.50	Preston Asche
Tract 5	16.2	\$ 101.00	\$ 1,636.20	Mark Johnson
Tract 6	8	\$ 185.00	\$ 1,480.00	Justin Boike
Tract 7	24	\$ 250.00	\$ 6,000.00	Preston Asche

ROW 1	12.1	\$ 215.00	\$ 2,601.50	Mark Bredesen
ROW 2	56	\$ 300.00	\$ 16,800.00	Daniel Groothuis
ROW 3	10.62	\$ 100.00	\$ 1,062.00	Daniel Groothuis
ROW 4	98.3	\$ 222.00	\$ 21,822.60	Justin Boike
ROW 5	6	\$ 50.00	\$ 300.00	Daniel Groothuis
ROW 6	45	\$ 192.00	\$ 8,640.00	Justin Boike
Hay Ground	155	\$ 70.00	\$ 10,850.00	Breck Erickson

Dated this 4th day of December, 2023

/s/ Douglas E. Reese
MAYOR

Attest:

/s/ Judy R. Thompson
CITY CLERK

WILLMAR CITY COUNCIL WORK SESSION
MUNICIPAL UTILITIES AUDITORIUM
WILLMAR MINNESOTA

December 11, 2023
6:00 p.m.

The Work Session 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, Vicki Davis, Carl Shuldes, Michael O'Brien, Julie Asmus, and Rick Fagerlie. Present 7, Absent 2. Council Members Thomas Butterfield and Audrey Nelsen arrived later in the meeting.

Also present were City Administrator Leslie Valiant, City Operations Director Kyle Box, Finance Director Tom Odens, Public Works Director Justin DeLeeuw, Planning and Development Services Director Christopher Corbett, Parks and Recreation Director Rob Baumgarn, and City Clerk Judy Thompson.

Council Member Butterfield arrived at 6:02 p.m.

Council Member Nelsen arrived at 6:03 p.m.

There were no additions or deletions to the agenda.

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

At 6:06 p.m. upon motion by Council Member Ask and seconded by Council Member Asmus, Council entered into closed session pursuant to Minnesota Statute 13D.03 Subd. 3(c).

At 6:33 p.m. Council returned to open session.

BKV Group representative Bruce Schwartzman provided an update to Council regarding the City Hall Project and presented four options for consideration by Council: 1) Remodel the City Auditorium; 2) Build new City Hall on the auditorium site with the existing City Hall and City Auditorium demolished; 3) Build new City Hall on Block 50 with the balance to remain as public parking, and; 4) Build new City Hall/Community Center on the existing Community Center site.

Following a lengthy discussion, Council will consider the options provided and have further discussion at a future meeting.

Economic Development Commission (EDC) Executive Director Aaron Backman presented information regarding the EDC name change and rebranding.

Following a lengthy discussion, consensus of the Council was for Mr. Backman to relay to the EDC Joint Powers Board Council's desire to keep "Willmar" in the name change.

Council Member O'Brien, Broadband Project Committee Members Dave Sisser and Larry Fujan, and City Operations Director Box presented an update on the Broadband Project.

Council Member Butterfield left the meeting at 8:03 p.m.

Parks and Recreation Director Baumgarn presented an update on the Invest in Willmar Contingency Funds and the alternatives to consider for said projects.

The meeting adjourned at 8:38 p.m. upon motion by Council Member Fagerlie, seconded by Council Member Asmus.

Attest:

MAYOR

SECRETARY TO THE COUNCIL

WILLMAR MUNICIPAL UTILITIES COMMISSION

Meeting Minutes – December 11, 2023

11:45 am – WMU Auditorium

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

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

The meeting opened by reciting the Pledge of Allegiance. Due to the absence of Commission Secretary Baumgart, Commission President DeBlieck continued by appointing Commissioner Elizondo to serve as Acting Secretary. Following the appointment, Commissioner DeBlieck next 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 Laumer offered a resolution to approve the consent agenda as presented. Commissioner Kennedy seconded.

RESOLUTION NO. 41

"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 November 27, 2023, MUC Meeting; and,
- ❖ Bills represented by vouchers No. 2023730 to No. 20231770 and associated wire transfers inclusive in the amount of \$1,032,165.49.

Dated this 11th day of December 2023.

President

Attest:

Acting Secretary

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

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

Facilities & Maintenance Supervisor Marti presented the November 2023 Wind Turbine Report. Wind turbine availabilities for the month of November were at 72.3% (Unit #3) and 89.0% (Unit #4) for a total monthly production of 495,905 kilowatt hours (kwh). The 2023 total production through November is 2,811,656 kwh.

The 2023 costs/kwh associated with operating the units is 6.18¢/kwh. Since the inception of the units in 2009, the operational cost has been calculated at 14.82¢/kwh.

For information and review, IS Coordinator Sangren presented the Commission with the annual review of the Information Technology (IT) Department. The report included an update of current and completed projects. The departmental report and items of interest included:

1) 2023 Year-in-Review

- a) Operations & Maintenance Projects included:
 - i) Implemented new finance and utility billing software from Tyler Technologies
 - (1) Installed document scanners and new credit card readers
 - (2) Selected new vendor to print bills and delinquent notices
 - (3) RemitPlus
 - (4) Assisted CRC in transition to new software
 - (5) Setup new MyCivic app
 - (6) Converted to Tyler's online and phone payment system
 - (7) Started Meter Data Management (MDM) project
- b) Cybersecurity:
 - i) Pen testing performed by NetSPI (both external and internal testings were completed)
 - ii) Continue to educate staff on cyber awareness (i.e., KnowBe4 and Scam of the Week articles)

IS Coordinator Sangren stated that the cybersecurity penetration (pen) testing performed by NetSPI was the second year of testing of a two-year contract. As in the past, no detailed report of the pen test results was disclosed due to security purposes. Sangren added that WMU has already entered into a two-year agreement with White Oak Security for their services beginning in 2024.

General Manager Harren presented the Commission with the 2024 WMU Consultant Listing. This listing consists of consultants (along with project descriptions and costs) which are over \$10,000 and have been budgeted to be utilized for various projects throughout the year. It was noted that all projects requiring consulting services over \$10,000 not listed will be brought before the Commission for approval. Following a complete review of the listing, Commissioner Laumer offered a resolution to approve the 2024 WMU Consultant Listing as presented. Commissioner Sieck seconded.

RESOLUTION NO. 42

"BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the 2024 WMU Consultant Listing be approved as presented."

Dated this 11th day of December 2023.

President

Attest:

Acting Secretary

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

General Manager Harren presented the Commission with the MRES 2024 S-1 Power Sale Agreement Rate Schedule. The rate schedule includes power supply rates for all MRES members and transmission rates for the various transmission groups. This official MRES notification is a requirement of the S-1 Agreement and supersedes any previously issued rate schedules.

General Manager Harren reviewed with the Commission a tentative listing of proposed educational topics to be presented to the Commission throughout 2024. These informational updates are presented to assist in keeping the Commission well-informed of various topics/issues, projects, policies, and departmental developments throughout the year. Commission input is valued and welcomed to assist in determining topics of interest relevant in keeping the board abreast of the Utility and its operations. Following discussion, Commissioner Kennedy offered a motion to approve the 2024 WMU Commission Listing of Anticipated Educational Subjects with the inclusion of APPA's *Public Power Governance Essentials* on-demand training presentations. Commissioner Sieck seconded the motion which carried by a vote of five ayes and zero nays.

General Manager Harren informed the Commission that the next matter of business would be to establish regular Commission meeting times and site location for the next year. Following review, Commissioner Laumer made a motion to set the 2024 Municipal Utilities Commission meeting schedule as presented with the meetings to be held on the second and fourth Mondays of each month (unless otherwise designated, see attached schedule) at 11:45 a.m. in the Municipal Utilities Auditorium. Commissioner Elizondo seconded the motion which carried by a vote of five ayes and zero nays.

General Manager Harren informed the Commission that a meeting of the WMU Labor Committee will be held on Monday, December 18th at 11:30 am. Agenda items will include the General Manager's annual performance review and Personnel Policies annual review. Additional meetings of both the WMU Labor and Planning Committees will be forthcoming. Tentative future Labor Committee agenda item(s) will include new building land acquisition and WMU Strategic Plan. Tentative future Planning Committee agenda items will include new building, new generation, transmission project, water treatment plant, water system model, PFAs update, and Operations Policies (annual review).

For information: Upcoming events to note include:

- WMU/MUC holiday luncheon/meeting: Thurs., Dec. 21st @ 11:00 am (MUC mtg. to immediately follow)
- 2024 APPA Legislative Rally (Washington, DC): February 26-28
- 2024 MMUA Legislative Conference (St. Paul): March 19-20

There being no further business to come before the Commission, Commissioner Laumer offered a motion to adjourn. Commissioner Kennedy seconded the motion which carried by a vote of five ayes and zero nays, and the meeting was adjourned at 12:23 pm.

Respectfully Submitted,

WILLMAR MUNICIPAL UTILITIES

Beth Mattheisen, Executive Secretary

ATTEST:

Patricia Elizondo, Acting Secretary

Regular meetings of the Municipal Utilities Commission for the year 2024 will be held on the second and fourth Mondays of the month at 11:45 a.m., in the Municipal Utilities Auditorium, 700 SW Litchfield Avenue, Willmar, Minnesota, according to the following schedule unless revised by order of the Municipal Utilities Commission.

January 8, 2024	July 8, 2024
January 22, 2024	July 22, 2024
February 12, 2024	August 12, 2024
February 23, 2024 *	August 26, 2024
March 11, 2024	September 9, 2024
March 25, 2024	September 23, 2024
April 8, 2024	October 14, 2024
April 22, 2024	October 28, 2024
May 13, 2024	November 12, 2024 **
May 28, 2024 **	November 25, 2024
June 7, 2024 *	December 9, 2024
June 24, 2024	December 23, 2024

*Denotes Friday

**Denotes Tuesday

BY ORDER OF THE MUNICIPAL UTILITIES COMMISSION

Commission President



City Council Action Request

Council Meeting Date:	December 18, 2023	Agenda Item Number:	5.D.
Agenda Section:	Consent Items	Originating Department:	Recreation
Resolution:	Yes	Prepared By:	Rob Baumgarn, Recreation Director
Ordinance:	No	Presented By:	Rob Baumgarn, Recreation Director
Item:	Ice Agreement with One Way Athletics, LLC		

RECOMMENDED ACTION:

To recommend to the City Council of Willmar to approve the agreement with One Way Athletics, LLC for spring ice programming.

OVERVIEW:

One Way Athletics LCC approached City staff about developing a lease to keep ice on the Blue Line Arena for April and May. Typically, the normal ice season runs from September to March. Now with the expansion of the Events/Recreation Center, we have been able to move dry floor shows to the Events/Recreation Center. This allows the Blue Line Arena to have ice on for the spring months. One Way Athletics will have the exclusive rights to use the ice for hockey, figure skating, and other ice events. One Way Athletics will be responsible for the utility costs and the staffing that pertains to ice usage. This agreement would be for 3 years with the condition that an annual meeting will take place before each season to discuss any issues and additional charges that may need to be applied.

BUDGETARY/FISCAL ISSUES:

One Way Athletics will be responsible for the cost of utilities and after-hours staffing dealing with ice use from April 1st to May 31st. This agreement is for three years with the first year's cost being \$15,000, the second year to be \$15,300 and the third year to be \$15,606 for a three-year total of \$45,906. All city costs are subject to change and are negotiable after each year.

ALTERNATIVES TO CONSIDER:

Don't approve the agreement

ATTACHMENTS:

1. Resolution for One Way Athletics LC
2. Ice Rink Lease with One Way LLC (spring months) v.4 11.27.23

RESOLUTION NO. ____

**RESOLUTION APPROVING THE AGREEMENT WITH ONE WAY ATHLETICS, LLC FOR SPRING ICE
PROGRAMMING**

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar to approve the agreement with One Way Athletics, LLC for spring ice programming.

Dated this 18th day of December, 2023

Douglas E. Reese, Mayor

Attest:

CITY CLERK

WILLMAR CIVIC CENTER USE AGREEMENT

THIS USE AGREEMENT (“Agreement”) is made this _____ day of _____, 2023, between the City of Willmar, a Minnesota municipal corporation (“Owner”) and One Way Athletics LLC, a Minnesota limited liability company (“User”).

PREAMBLE

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

WHEREAS, User desires to use the Arena and certain related facilities for ice time, hockey games, hockey practice, figure skating events, open skating events, camps, and/or clinics during the spring ice seasons in 2024 through 2026; and

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

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

ARTICLE I.

Premises

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

ARTICLE II.

Term of Agreement

The term of this Agreement shall be from April 1, 2024, through May 31, 2026, during which time the terms and conditions of this Agreement shall be binding upon the parties.

ARTICLE III.

Use of Premises

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

Use Period 1

April 1, 2024 through May 31, 2024; and

Use Period 2

April 1, 2025 through May 31, 2025; and

Use Period 3

April 1, 2026 through May 31, 2026.

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

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

ARTICLE IV.

Rent

User covenants and agrees to pay to Owner rent in the amount of \$15,000.00 per Use Period, subject to a 2% increase each year, for use of the Arena as described herein ("Rent"). Bringing User's total Rent obligation to a sum of \$45,906.00. The 2% yearly Rent increase will be applied to the amount owed starting in 2025, and will be divided among the Rent obligation payments under the schedule below.

Such Rent shall include payment for staffing, paint, vinyl lines, building rent, utilities and sales tax. User shall satisfy its Rent obligation by making fifteen (15) Deposit payments according to the following schedule:

Use Period 1

\$3,000.00 due April 10, 2024;

\$3,000.00 due April 20, 2024;

\$3,000.00 due April 30, 2024;

\$3,000.00 due May 10, 2024;

\$3,000.00 due May 20, 2024.

Total due: \$15,000.00

Use Period 2

\$3,060.00 due April 10, 2025;

\$3,060.00 due April 20, 2025;

\$3,060.00 due April 30, 2025;
\$3,060.00 due May 10, 2025;
\$3,060.00 due May 20, 2025.
Total due: \$15,300.00

Use Period 3

\$3,121.00 due April 10, 2026;
\$3,121.00 due April 20, 2026;
\$3,121.00 due April 30, 2026;
\$3,121.00 due May 10, 2026;
\$3,122.00 due May 20, 2026.
Total due: \$15,606.00

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

ARTICLE V.
Facility Expenses

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

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

ARTICLE VI.
Renegotiation of Terms and Voluntary Termination

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

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

ARTICLE VII.

Office Space

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

ARTICLE VIII.

Assigning and Subletting

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

ARTICLE IX.

User's Responsibility for Other Personnel

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

ARTICLE X.

Concessions and Hospitality

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

ARTICLE XI.

Insurance

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

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

1. Public liability, including premises and operations coverage.
2. Independent contractors—protective contingent liability.
3. Personal injury.
4. Owned, non-owned and hired vehicles.
5. Contractual liability covering the indemnity obligations set forth herein.

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

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

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

ARTICLE XII.

Indemnity

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

ARTICLE XIII.

Assumption of Risk

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

discharges the Owner and any of its officials, employees or agents from any and all claims of liability.

ARTICLE XIV.

Alterations

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

ARTICLE XV.

Damage to Arena

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

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

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

ARTICLE XVI.

Liens

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

ARTICLE XVII.

Default

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

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

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

ARTICLE XVIII.

Non-Waiver

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

ARTICLE XIX.

Condition of Premises

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

ARTICLE XX.

Obligation of Parties

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

ARTICLE XXI.

Relationship of Parties

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

ARTICLE XXII.

Attorney's Fees

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

ARTICLE XXIII.

Modification of Agreement

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

ARTICLE XXIV. Force Majeure

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

[Signature page to follow]

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

CITY OF WILLMAR

ONE WAY ATHLETICS LLC

By _____
Douglas E. Reese, Mayor

By _____
Owner, One Way Athletics, LLC

By _____
Leslie M. Valiant, City Administrator

By _____
Owner, One Way Athletics, LLC



City Council Action Request

Council Meeting Date:	December 18, 2023	Agenda Item Number:	5.E.
Agenda Section:	Consent Items	Originating Department:	Recreation
Resolution:	Yes	Prepared By:	Rob Baumgarn, Recreation Director
Ordinance:	No	Presented By:	Rob Baumgarn, Recreation Director
Item:	Ice Agreement with MBSE, LLC		

RECOMMENDED ACTION:

To recommend to the City Council of Willmar to approve the agreement with MBSE LLC, for summer ice programming.

OVERVIEW:

MBSE LLC will have the exclusive rights to use the Blue Line Arena for ice for hockey, figure skating, and other ice events for June and July. MBSE will be responsible for the utility costs and the staffing that pertains to ice usage. This agreement would be for 3 years with the condition that an annual meeting will take place before each season to discuss any issues and additional charges that may need to be applied.

BUDGETARY/FISCAL ISSUES:

MBSE will be responsible for the cost of utilities and after-hours staffing dealing with ice usage from June 1st to July 31st. This agreement is for three years with the first year's cost being \$26,000, the second year to be \$26,520 and the third year to be \$27,050 for a three-year total of \$79,570. All city costs are subject to change and are negotiable after each year.

ALTERNATIVES TO CONSIDER:

Do not approve the agreement

ATTACHMENTS:

1. Resolution for MBSE LLC
2. Ice Rink Lease with MBSE (summer months) v.3 11.13.23

RESOLUTION NO. ____

RESOLUTION APPROVING THE AGREEMENT WITH MBSE, LLC FOR SUMMER ICE PROGRAMMING

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar to approve the agreement with MBSE, LLC for summer ice programming.

Dated this 18th day of December 2023

Douglas E. Reese, Mayor

Attest:

CITY CLERK

WILLMAR CIVIC CENTER USE AGREEMENT

THIS USE AGREEMENT (“Agreement”) is made this _____ day of _____, 2023, between the City of Willmar, a Minnesota municipal corporation (“Owner”) and MBSE LLC, a Minnesota limited liability company (“User”).

PREAMBLE

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

WHEREAS, User desires to use the Arena and certain related facilities for ice time, hockey games, hockey practice, figure skating events, open skating events, camps, and/or clinics during the summer ice seasons in 2024 through 2026; and

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

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

ARTICLE I.

Premises

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

ARTICLE II.

Term of Agreement

The term of this Agreement shall be from June 1, 2024, through July 31, 2026, during which time the terms and conditions of this Agreement shall be binding upon the parties.

ARTICLE III.

Use of Premises

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

Use Period 1

June 1, 2024 through July 31, 2024;

Use Period 2

June 1, 2025 through July 31, 2025; and

Use Period 3

June 1, 2026 through July 31, 2026.

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

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

ARTICLE IV.

Rent

User covenants and agrees to pay to Owner rent in the amount of \$26,000.00 per Use Period, subject to a 2% increase each year, for use of the Arena as described herein ("Rent"). Bringing User's total rent obligation to a sum of \$79,570.00. The 2% yearly Rent increase will be applied to the amount owed starting in 2025, and will be divided among the Rent obligation payments under the schedule below.

Such Rent shall include payment for staffing, paint, vinyl lines, building rent, utilities and sales tax. User shall satisfy its Rent obligation by making twelve (12) Deposit payments according to the following schedule:

Use Period 1

\$6,500.00 due June 10, 2024;

\$6,500.00 due June 30, 2024;

\$6,500.00 due July 10, 2024;

\$6,500.00 due July 31, 2024;

Total Due: \$26,000.00

Use Period 2

\$6,630.00 due June 10, 2025;

\$6,630.00 due June 30, 2025;

\$6,630.00 due July 10, 2025;

\$6,630.00 due July 31, 2025;
Total Due: \$26,520.00

Use Period 3

\$6,762.00 due June 10, 2026;
\$6,762.00 due June 30, 2026;
\$6,762.00 due July 10, 2026;
\$6,764.00 due July 31, 2026;
Total Due: \$27,050.00

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

ARTICLE V.
Facility Expenses

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

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

ARTICLE VI.
Renegotiation of Terms and Voluntary Termination

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

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

ARTICLE VII.
Office Space

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

ARTICLE VIII.
Assigning and Subletting

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

ARTICLE IX.
User's Responsibility for Other Personnel

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

ARTICLE X.
Concessions and Hospitality

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

ARTICLE XI.
Insurance

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

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

3. Personal injury.
4. Owned, non-owned and hired vehicles.
5. Contractual liability covering the indemnity obligations set forth herein.

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

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

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

ARTICLE XII.

Indemnity

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

ARTICLE XIII.

Assumption of Risk

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

ARTICLE XIV.

Alterations

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

ARTICLE XV.
Damage to Arena

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

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

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

ARTICLE XVI.
Liens

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

ARTICLE XVII.
Default

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

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

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

ARTICLE XVIII.

Non-Waiver

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

ARTICLE XIX.

Condition of Premises

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

ARTICLE XX.

Obligation of Parties

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

ARTICLE XXI.

Relationship of Parties

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

ARTICLE XXII.

Attorney's Fees

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

ARTICLE XXIII.

Modification of Agreement

Any agreement made between the parties shall be ineffective in changing, modifying, or discharging this Agreement in whole or in part unless the agreement is in writing and signed by the party against whom enforcement of the change, modification, or discharge is sought. An oral

agreement for the modification of the Agreement in any manner shall be void and of no force and effect.

ARTICLE XXIV.
Force Majeure

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

[Signature page to follow]

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

CITY OF WILLMAR

MBSE, LLC

By _____
Douglas E. Reese, Mayor

By _____
Mike Bowman, Owner MSBE LLC

By _____
Leslie M. Valiant, City Administrator



City Council Action Request

Council Meeting Date:	December 18, 2023	Agenda Item Number:	5.F.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	Yes	Prepared By:	Pablo Obregon, Director of Community Growth
Ordinance:	No	Presented By:	Pablo Obregon, Director of Community Growth
Item:	Blue Cross Blue Shield of MN sponsorship funding for Community Growth led Special Events		

RECOMMENDED ACTION:

Approve \$10,000 sponsorship funding from Blue Cross Blue Shield of Minnesota for community events

OVERVIEW:

Community Growth Director, Pablo Obregon is hosting a number of events that promote equity and inclusion in our community. This sponsorship will support Willmar's first-time engagement in the following events: Martin Luther King Jr Dinner, Willmar International Festival, ECO Fair –Healthy Earth-Healthy Kids and others.

BUDGETARY/FISCAL ISSUES:

\$10,000

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. BCBS Resolution
2. Blue Cross Blue Shield 2024 Events Sponsor

Resolution No._____

AUTHORIZATION TO ACCEPT WILLMAR EQUITY EVENT SERIES GRANT.

Motion By:_____

Second By:_____

BE IT RESOLVED, by the City Council of the City of Willmar to accept the grant of \$10,000 from Blue Cross Blue Shield for funding Willmar equity events series.

Dated this 18th day of December, 2023.

Mayor

Attest:

City Clerk

SPONSORSHIP AGREEMENT

This Sponsorship Agreement ("**Agreement**") is entered into December 4, 2023, (the "**Effective Date**") by and between **City of Willmar** ("**Promoter**"), located at 333 SW 6th Street, Willmar, MN 56201 and **BCBSM, Inc., dba Blue Cross and Blue Shield of Minnesota** ("**Sponsor**") located at 3400 Yankee Drive, Eagan, Minnesota, 55121.

WHEREAS, Promoter is hosting the **Willmar Equity Event Series**, event dates: November 2023 through May 2024; event location **Willmar, MN**.

This sponsorship will support Willmar's first-time engagement in the following DEIB events: Martin Luther King Jr Dinner, Willmar International Festival, ECO Fair – Healthy Earth-Healthy Kids

Collectively, these activities constitute the "**Project**."

WHEREAS, Sponsor hereby agrees to make a financial contribution to Promoter in the amount of \$10,000.00 ("**Sponsorship**") in support of the Project, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. This Agreement represents the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements relating to its subject matter.
2. Term. This Agreement shall be effective as of the last date of signature below and expire on May 31, 2024.
3. Sponsorship: Sponsor will make a financial contribution to Promoter in the amount of \$10,000.00 in support of the Project.
4. Termination. In the event of a breach by either party of any term of this Agreement, the non-breaching Party may terminate this Agreement by written notice to the breaching Party if the breaching Party fails to cure such breach within thirty (30) days of receipt of written notice thereof. In addition, either Party may terminate this Agreement effective upon written notice stating its intention to terminate in the event the other Party (i) has a material change in the Project whereby the value of Sponsor's sponsorship or association with the Project is materially diminished, or (ii) has a petition filed by or against it under any state or federal bankruptcy or insolvency law which petition has not been dismissed or set aside within sixty (60) days of its filing.
5. Promoter shall comply with any and all guidelines, restrictions and standards for the use of Sponsor's name, logo and attribution, including, but not limited to, those set forth in Appendix A (Communications Policy for Community Funding Recipients). Sponsor retains all right, title and interest in its corporate name and logo, and nothing in this Agreement will be construed to constitute a waiver of any other right or remedy Sponsor may have relative to the use of its corporate name or logo by Promoter.
 - a. Promoter shall acknowledge Sponsor in all materials related to the Project.

The following language, or such other language approved by Sponsor as set forth in Appendix A, shall be used:

Funding for this project is provided by the Center for Prevention at Blue Cross and Blue Shield of Minnesota, as part of Blue Cross' long-term commitment to tackling the leading causes of preventable disease: commercial tobacco use, lack of physical activity and unhealthy eating.

- b. Responding to Media Inquiries about Sponsor: Promoter may not make any media statements on behalf of Sponsor under any circumstance. However, Promoter may publicize that Sponsor has funded the Project and shall advise media to contact Sponsor directly for more information. In addition, if any media outlet contacts Promoter requesting comment on behalf of Sponsor, Promoter shall contact its Sponsor Communications representative immediately. Any proactive outreach to media shall be coordinated with Sponsor Communications staff as specified in the attached Appendix A.
6. Promoter shall provide the following to Sponsor in exchange for the Sponsorship:
 - Sponsor's recognition on event program; and
 - Sponsor's logo printed on event signage.
7. Grant of license. Promoter hereby grants to Sponsor and its affiliates a worldwide, transferable, sublicensable, perpetual, non-exclusive, royalty free, fully paid, license to use, reproduce, display, and/or create derivative works (including to adapt or excerpt for Sponsor's use, including for commercial purposes) from any promotional materials, toolkits, educational materials, audio, video and/or other works created by or on behalf of Promoter in connection with the use, display, operation, modification, distribution and/or commercial exploitation of the Project.
8. The Parties acknowledge that the Sponsorship does not constitute an association for the purpose of establishing a partnership or a joint venture, nor create any trustee or agency relationship between the Parties.
9. Each Party hereby represents that it has full power and authority to enter into this Agreement and to perform its obligations hereunder; it has obtained all permits, licenses, and other governmental authorizations and approvals required for its performance under this Agreement; and to the best of its knowledge and belief, the services to be rendered and the materials provided by each Party under this Agreement neither infringe nor violate any patent, copyright, trade secret, trademark, or other proprietary right of any third party.
10. Indemnification. Promoter agrees to indemnify, defend, and hold harmless Sponsor, its trustees, officers, employees and Affiliates from and against all claims, damages, actions, claims, expenses and costs (including reasonable attorneys' fees) which result, arise from, or are related to the Project or its promotion, the negligent or willful misconduct of the Project organizers, this Agreement, or copyright or other infringement of any third-party intellectual property rights.
11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
12. Assignment. Neither party shall sell, transfer, or assign this Agreement, or delegate its obligations hereunder, without the prior written consent of the other party, except that Sponsor

may assign this Agreement in whole or in part to any affiliate of Sponsor upon notice to Promoter.

13. Promoter shall, at its sole cost and expense:

- (a) create, program, advertise, market, promote, produce, and manage the Project as described in the Project Plan.
- (b) notify Sponsor in writing of any planned or anticipated material changes to the Project as determined by Promoter.
- (c) on a timely basis secure, and throughout the Project fully comply with, all licenses, permits, and approvals required by applicable law in connection with the Project; and
- (d) otherwise comply and cause its subcontractors to comply, with all applicable laws.

14. Limitation of Liability. IN NO EVENT SHALL SPONSOR BE LIABLE TO THE PROMOTER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES RESULTING FROM OR RELATING TO THE PROJECT, EVEN IF PROMOTER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING, IN NO EVENT SHALL SPONSOR'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED AN AMOUNT EQUAL TO THE AGGREGATE SPONSORSHIP FUNDA PAID BY SPONSOR FOR THE SERVICES.

15. Insurance.

- a) Throughout the Term, Promoter shall maintain, at its sole cost and expense, at least the types and amounts of insurance coverage as follows

- 1) Workers' Compensation Insurance, as may be from time to time required under applicable federal laws and the laws of the State(s) or country in which the Services are performed;

- 2) Commercial General Liability Insurance (including contractual liability to cover the indemnity provisions set forth in this Agreement) with limits of not less than \$3,000,000 general aggregate and \$2,000,000 each occurrence (including personal and advertising injury);

- 3) Umbrella Liability Insurance with limits of \$5,000,000 per occurrence and \$5,000,000 annual aggregate, and

- b) All insurance policies required pursuant to this Section shall (i) be issued by insurance companies [[reasonably acceptable to Sponsor/with a Best's Rating of no less than [A-VII/[OTHER RATING]]]; (ii) require the insurer to give Sponsor at least 30 days' prior written notice of cancellation, non-renewal, or reduction of policy coverage; (iii) waive any right of subrogation of the insurers against Sponsor [or any of its Affiliates]; and (iv) provide that such insurance is primary insurance and that any similar insurance in the name of or for the benefit of Sponsor is excess and non-contributory; (v) name Sponsor[, Sponsor's Affiliates] and [its/their respective] successors and permitted assigns as additional insureds.

- c) Upon Sponsor's written request, Promoter shall provide Sponsor with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this [Section 7](#). Sponsor shall not do anything to invalidate such insurance. In the event Sponsor receives notice of cancellation, non-renewal, or reduction, Promoter shall, prior to

the effectiveness of such cancellation, secure replacement insurance policies that meet the requirements of this [Section 7](#). This [Section 7](#) shall not be construed in any manner as waiving, restricting, or limiting the liability of either party for any obligations imposed under this Agreement (including but not limited to, any provisions requiring a party hereto to indemnify, defend, and hold the other harmless under this Agreement).

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement as of the date first above written.

**BCBSM, INC., dba Blue Cross and Blue Shield
of Minnesota**

By:

DocuSigned by:
Bukata Hayes
8C77753F0C814C1...

Signature

Bukata Hayes

Print Name

VP, RHE & Chief Equity Officer

Title

12/6/2023

Date

City of Willmar

By:

DocuSigned by:
Leslie M. Valiant
630D82A63BE443B...

Signature

Leslie M. Valiant

Print Name

City Administrator

Title

12/6/2023

Date

COMMUNICATIONS POLICY FOR FUNDED ORGANIZATIONS



The Center for Prevention at Blue Cross and Blue Shield of Minnesota (Blue Cross) is proud to support organizations that share our commitment to improving the health of all Minnesotans. Our funding is designed to help you achieve the policies, systems and environmental changes that will make our communities places where healthy choices are easier and more accessible. Effective communications play a vital role in achieving this.

As a condition of your agreement with us, you are required to adhere to specific requirements when communicating about the project we're funding. These requirements encompass all communications with the public, media and other external stakeholders, whether promotional or informational in nature.

If you have any questions regarding the requirements detailed below, please contact our Communications Department at Center.Communications@bluecrossmn.com.

General requirements

Using our name and logo

Your first reference to our organization in written communications must be to "the Center for Prevention at Blue Cross and Blue Shield of Minnesota (Blue Cross)." On subsequent references, you can simply refer to our organization as "Blue Cross."

When referring to Blue Cross in speeches, presentations, audio, video recordings or other verbal communications, your first reference should always be to "the Center for Prevention at Blue Cross and Blue Shield of Minnesota." On subsequent references, you can simply refer to our organization as "Blue Cross."

Several versions of our logo are available for your use. These will be accompanied by information on turnaround time for approval whenever our logo is used. For more information or to request a copy of our logo, please contact your communications contact or email Center.Communications@bluecrossmn.com.

Using "contract" versus "grant"

We provide funds via contracts rather than grants. Please avoid using the term "grant" when referring to our funding arrangement, and instead use the words "funding," "support" or "award."

Notification of funding

Funding will not be awarded until you have negotiated and signed a contract with Blue Cross. Until this is complete, you may not issue any public announcements or communicate broadly about this funding. You may notify key constituents, including senior staff and/or board members, but please be explicit about the requirement to keep this information confidential.

During the term of your contract

Once the contract is signed, you will be contacted by a member of the Center for Prevention's communications staff to discuss timing of the initial award announcement. Blue Cross will typically issue a state-wide press release announcing all funding recipients at once, so it may be several weeks after your contract is signed before this information is made public.

A member of the Center for Prevention's communications staff may also work with your organization to issue a joint release to your local community media and any special-interest publications. Blue Cross can provide a template for this news release, as well as pre-approved social media posts announcing your award as appropriate.

Proactive communications

Blue Cross requires review and approval of any communication related to the project we're funding. This includes but is not limited to press releases, publications, reports, collateral, websites, presentations or videos.

After your contract is signed, you will be assigned a representative from the communications team and/or an external communications technical assistance provider. They will provide contact information to help expedite the approval process for all communications associated with your project. However, please keep the standard review times of three business days in mind and allow additional time whenever possible.

Funding acknowledgement copy

When using the copy below, allow up to three business days for review and final approval:

- **Preferred copy:**

Funding for this project is provided by the Center for Prevention at Blue Cross and Blue Shield of Minnesota, as part of Blue Cross' long-term commitment to tackling the leading causes of preventable disease, to increase health equity, transform communities, and create a healthier state.

- **Abbreviated copy (for times when you have space constraints):**

Funding for this project is provided by the Center for Prevention at Blue Cross and Blue Shield of Minnesota.

- **Copy for use when Blue Cross is not the primary funder:**

Funding for this project is provided in part by the Center for Prevention at Blue Cross and Blue Shield of Minnesota.

If these options do not fit the format of a printed communication you're producing, such as an annual report, you can work with your communications contact or email Center.Communications@bluecrossmn.com to discuss other options.

Requests for quotes and comments

Blue Cross may provide quotes and comments for inclusion in press releases and other materials associated with the project we're funding. Please allow a minimum of three days for these requests and, whenever possible, include a draft of the communication the quote or comment will be inserted into. We require subsequent review if any material changes are made to the communication after the quote or comment is approved. A final copy of the communication must be submitted to Blue Cross prior to distribution.

Joint announcements

In some instances, it may be more effective to issue a joint announcement with Blue Cross. To identify these opportunities, please keep your Center for Prevention communications representative and/or technical assistance provider updated on any key milestones, results and accomplishments of your project. Joint Announcements are prohibited without the express written approval of Blue Cross.

When issuing a joint announcement, you must include the following Blue Cross statements:

About the Center for Prevention

The Center for Prevention at Blue Cross and Blue Shield of Minnesota delivers on Blue Cross' long-term commitment to improve the health of all Minnesotans by tackling the leading root causes of preventable disease: tobacco use, lack of physical activity and unhealthy eating. Funded through proceeds from Blue Cross' historic lawsuit against the tobacco

industry, we collaborate with organizations statewide to increase health equity, transform communities and create a healthier state. Visit centerforpreventionmn.com for more information.

About Blue Cross and Blue Shield of Minnesota

Blue Cross and Blue Shield of Minnesota (bluecrossmn.com), with headquarters in the St. Paul suburb of Eagan, was chartered in 1933 as Minnesota's first health plan and continues to carry out its charter mission today as a health company: to promote a wider, more economical and timely availability of health services for the people of Minnesota. Blue Cross is a not-for-profit, taxable organization. Blue Cross and Blue Shield of Minnesota is an independent licensee of the Blue Cross and Blue Shield Association, headquartered in Chicago.

Media Relations – Reactive

On occasion, you may be contacted by a reporter without initiating any proactive outreach. Please note that you may not use Blue Cross's name or logos without prior written approval. If this happens, please take time to evaluate whether the interview opportunity:

- Will help advance the goals of your funded project
- Is being proposed by a reputable media outlet, journalist or blogger
- Is in the best interest of your organization

If you the opportunity meets these criteria:

- Attempt to notify your Center for Prevention communications representative and/or communications technical assistance provider prior to returning the reporter's phone call or email.
- If the reporter is on a tight deadline and you have not been able to reach your communications representative within three hours, use your best judgment – but please do not speak on behalf of Blue Cross.
- Direct any questions regarding Blue Cross to your Center for Prevention communications representative or the Center for Prevention communications manager - Christian Knights at 651-662-4058 or Christian.Knights@bluecrossmn.com.
- Immediately following the media interview, please follow-up with your communications representative to provide an overview of the conversation and any need for follow-up from Blue Cross.
- Alert your communications representative when coverage appears.

After your contract is complete

With any communications regarding the results or impact of your funded project including but not limited to: press releases, reports, website copy and videos, please reference Blue Cross as a funder.

Blue Cross initiated communications

Blue Cross will communicate any inclusion of the name of your organization and information on the project we're funding in any communication including, but not limited to, press releases, reports, website copy, videos, marketing materials, internal communications and presentations, but reserves the right to do so with or without prior review.

Failure to adhere to communications requirements

Failure to adhere to our communications requirements will be deemed a material breach of contract, and may result in denial of funding or reimbursement for project expenses, nonrenewal of a multi-year agreement or a termination of your contract.



City Council Action Request

Council Meeting Date:	December 18, 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:	Rob Baumgarn, Recreation Director
Item:	Park and Recreation Board appointments		

RECOMMENDED ACTION:

The Mayor recommends Council approve the following applicants to the Park and Recreation Board

OVERVIEW:

Jeff Newberg and Doug Doering to the Park and Recreation Board for three-year term beginning January 1, 2024.

BUDGETARY/FISCAL ISSUES:

N/A

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Jeff Newberg Application for Appointment to City Board or Committee - Parks Rec 11-16-23
2. Doug Doering Application for Appointment to City Board or Committee - Parks Rec 11-16-23 (1)

APPLICATION FOR APPOINTMENT TO CITY BOARD/COMMITTEE/COMMISSION ('22)

[Print](#)

Submitted by: Jeff Newberg

Submitted On: 2023-10-12 15:05:36

Submission IP: (65.73.174.210)
proxy-IP (raw-IP)

Status: Open

Priority: Normal

Assigned To: David Hillenbrand

Due Date: Open



★ **CITY OF WILLMAR**

APPLICATION FOR APPOINTMENT TO CITY BOARD/COMMITTEE/COMMISSION

333 Southwest 6th Street, Willmar, MN 56201 | 320-235-8311 | Fax: 320-235-4917

Please indicate the Board/Committee(s)/Commission(s) to which you are interested in being appointed. You may select more than one.

*** Please indicate the Board/Committee(s)/Commission(s) to which you are interested in being appointed. You may select more than one.**

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

APPLICANT INFORMATION

Date	* First Name	* Last Name
05/02/1992	Jeff	Newberg
Format: MM/DD/YYYY		
* Address		* City
409 26th Ave SW		Willmar
* Phone	* Email	
3202620623	newbergjp@gmail.com	
Phone	Email	
* What prompted you to make application for a citizen committee?		
I believe it is important for citizens to be involved in the present and future of Willmar. I was fortunate enough to be a part of programs as a youth in Willmar and I look forward to ensuring those continue. Additionally, it's important to continue to seek new opportunities for growth both personally and professionally.		
* Briefly tell us why you want to serve on this Board/Committee/Commission:		
Parks and Recreation activities were a big part of my childhood and I'd like to assist in the future of parks and rec in the Willmar area. Top class activities/facilities helps Willmar become a more attractive place to live and raise a family.		
* List any special background or experience you have which would be helpful to this Board/Committee/Commission:		
Participated in Parks/Recreation activities as a youth in the community. I also worked for Willmar Parks Recreation for several years during high school. Additionally spent time as an Intern with the City of Willmar Recreation Department.		
* List your educational background		
Bachelors Degree in Business Management		
* List any social, fraternal, patriotic, governmental, or service organizations, which you have or currently are serving on:		
n/a		
* If you are employed, please provide the name and address of your employer and your position:		
Duininck, Inc. 408 6th Street Prinsburg, MN Aggregate Sales Manager		

APPLICATION FOR APPOINTMENT TO CITY BOARD/COMMITTEE/COMMISSION ('22)

[Print](#)

Submitted by: Doug Doering

Submitted On: 2023-11-20 11:17:31

Submission IP: (151.111.88.246)
proxy-IP (raw-IP)

Status: Open

Priority: Normal

Assigned To: David Hillenbrand

Due Date: Open



★ **CITY OF WILLMAR**

APPLICATION FOR APPOINTMENT TO CITY BOARD/COMMITTEE/COMMISSION

333 Southwest 6th Street, Willmar, MN 56201 | 320-235-8311 | Fax: 320-235-4917

Please indicate the Board/Committee(s)/Commission(s) to which you are interested in being appointed. You may select more than one.

*** Please indicate the Board/Committee(s)/Commission(s) to which you are interested in being appointed. You may select more than one.**

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

APPLICANT INFORMATION

Date	* First Name	* Last Name
11/20/2023	Doug	Doering
Format: MM/DD/YYYY		
* Address		* City
555 17TH Ave SW		Willmar
* Phone	* Email	
3202622132	dlldoering@gmail.com	
Phone	Email	
* What prompted you to make application for a citizen committee?		
Discussions with Park and Rec employees and board members made it seem as if I would be a good fit for the Park and Rec board.		
* Briefly tell us why you want to serve on this Board/Committee/Commission:		
I care deeply about the the city of Willmar and the great experiences the Park and Rec provides to our youth and adults.		
* List any special background or experience you have which would be helpful to this Board/Committee/Commission:		
I have an extensive coaching background in Willmar. I have coached all levels, youth through high school.		
* List your educational background		
Willmar High School class of 1989. Bachelor's degree from St. Cloud State University.		
* List any social, fraternal, patriotic, governmental, or service organizations, which you have or currently are serving on:		
I have been a board member for Cardinal Pride (Willmar Public Schools athletic booster club).		
* If you are employed, please provide the name and address of your employer and your position:		
Group Supervisor Asst. State of Minnesota- Department of Human Services Minnesota Specialty Heath Systems 1208 Olena AVE SE Willmar, MN 56201		



City Council Action Request

Council Meeting Date:	December 18, 2023	Agenda Item Number:	5.H.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	No	Prepared By:	Leslie Valiant, City Administrator
Ordinance:	No	Presented By:	Leslie Valiant, City Administrator
Item:	MUC Reappointments		

RECOMMENDED ACTION:

Mayor Reese recommends that the Council approve the reappointment of MUC Commission members John Kennedy, III, and Dave Baumgart.

OVERVIEW:

John Kennedy III - Municipal Utilities Commission. John Kennedy has only served the MUC for one complete year. This would be John's first three-year term appointment.

Dave Baumgart - Municipal Utilities Commission. This will be Dave Baumgart's second, three-year term.

BUDGETARY/FISCAL ISSUES:

N/A

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

None



City Council Action Request

Council Meeting Date:	December 18, 2023	Agenda Item Number:	5.I.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	No	Prepared By:	
Ordinance:	No	Presented By:	
Item:	Planning Commission Reappointments		

RECOMMENDED ACTION:

Mayor Reese recommends that the Council approve the reappointment of Planning Commission member Steven Dresler.

OVERVIEW:

Steven Dresler - Planning Commission. Steven Dresley has served for the Planning Commission for one complete term beginning June 7, 2021 and will end December 31, 2023.

BUDGETARY/FISCAL ISSUES:

N/A

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

None

PAID INVOICES REPORT

CHECK RUN:12/05-AV

TO FISCAL 2023/01 11/27/2023 TO 12/14/2023

VENDOR NAME	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
100789 WAL-MART COMMUNITY	12/01/23		70110	P	12/05/23	899820 5200	GENERAL SUPPLIES	2,000.00
INVOICE: 120123								
VENDOR TOTALS		.00	YTD INVOICED			2,000.00	YTD PAID	2,000.00
							REPORT TOTALS	2,000.00
						COUNT	AMOUNT	
TOTAL PRINTED CHECKS						1	2,000.00	

PAID INVOICES REPORT

CHECK RUN:12/12-AV

TO FISCAL 2023/01 11/27/2023 TO 12/14/2023

VENDOR NAME	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
103987 Alexandria Technical & Community College (ATCC)	12/08/23		70111	P	12/13/23	101821 5370	CONFERENCE SCHOOL TRAVEL	4,500.00
INVOICE: 1190500								
VENDOR TOTALS		.00 YTD INVOICED				4,500.00 YTD PAID		4,500.00
103136 ALPHA TRAINING & TACTICS LLC	12/08/23		70112	P	12/13/23	101820 5500	SAFETY PROGRAM	70.00
INVOICE: 2023-0377								
VENDOR TOTALS		.00 YTD INVOICED				70.00 YTD PAID		70.00
103557 AMAZON CAPITAL SERVICES	11/20/23		70113	P	12/13/23	101820 5200	GENERAL SUPPLIES	11.18
INVOICE: 14RH-VW7D-4FL6	11/19/23		70113	P	12/13/23	101820 5220	SMALL TOOLS	214.96
INVOICE: 1WXL-THM6-Q6KQ	12/01/23		70113	P	12/13/23	101809 5300	MTCE. OF EQUIPMENT	12.99
INVOICE: 1WWM-Y6VK-L7GH	12/03/23		70113	P	12/13/23	101809 5220	SMALL TOOLS	64.46
INVOICE: 1WQJ-CCMY-VLX7	11/24/23		70114	P	12/13/23	101820 5200	GENERAL SUPPLIES	79.96
INVOICE: 1JRQ-GJLD-6P1R								
VENDOR TOTALS		.00 YTD INVOICED				383.55 YTD PAID		383.55
100057 AMERICAN WELDING & GAS INC	11/13/23		70115	P	12/13/23	803820 5200	GENERAL SUPPLIES	383.00
INVOICE: 09715525	11/22/23		70116	P	12/13/23	101820 5300	MTCE. OF EQUIPMENT	26.25
INVOICE: 09729851	11/30/23		70116	P	12/13/23	101830 5200	GENERAL SUPPLIES	82.70
INVOICE: 09760500	11/30/23		70115	P	12/13/23	101820 5300	MTCE. OF EQUIPMENT	22.28
INVOICE: 09738391	11/30/23		70116	P	12/13/23	101820 5300	MTCE. OF EQUIPMENT	28.52
INVOICE: 09738559	11/30/23		70116	P	12/13/23	101820 5300	MTCE. OF EQUIPMENT	42.29
INVOICE: 09738413								
VENDOR TOTALS		.00 YTD INVOICED				585.04 YTD PAID		585.04
102815 ANDI'S FENCEALL	11/20/23		70117	P	12/13/23	101830 5200	GENERAL SUPPLIES	13.40
INVOICE: 2376								
VENDOR TOTALS		.00 YTD INVOICED				13.40 YTD PAID		13.40
100051 ARAMARK	11/06/23		70119	P	12/13/23	101830 5420	RENTS	106.57
INVOICE: 2560193170								

PAID INVOICES REPORT

CHECK RUN:12/12-AV

TO FISCAL 2023/01 11/27/2023 TO 12/14/2023

VENDOR NAME	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	11/13/23		70119	P	12/13/23	101830 5420	RENTS	261.42
INVOICE: 2560195565	11/27/23		70118	P	12/13/23	101821 5420	RENTS	11.16
INVOICE: 2560200452	12/08/23		70119	P	12/13/23	101821 5420	RENTS	11.16
INVOICE: 2560197881	11/29/23		70119	P	12/13/23	101821 5420	RENTS	11.16
INVOICE: 2560193176	11/29/23		70119	P	12/13/23	101821 5420	RENTS	19.80
INVOICE: 2560195574	11/27/23		70119	P	12/13/23	101830 5420	RENTS	128.35
INVOICE: 2560200421	11/20/23		70119	P	12/13/23	101830 5420	RENTS	107.59
INVOICE: 2560197875								
VENDOR TOTALS			.00	YTD INVOICED		657.21	YTD PAID	657.21
103946 ARVIG	12/01/23		70120	P	12/13/23	101809 5400	SUBSCRIPTIONS AND MEMBERS	3,853.00
INVOICE: 120123	12/01/23		70120	P	12/13/23	101809 5490	OTHER CHARGES/SERVICES	46.20
INVOICE: 120123								
VENDOR TOTALS			.00	YTD INVOICED		3,899.20	YTD PAID	3,899.20
103008 ASPEN MILLS	11/22/23		70121	P	12/13/23	101821 5080	EMPLOYEE SAFTEY APPAREL	248.81
INVOICE: 323672								
VENDOR TOTALS			.00	YTD INVOICED		248.81	YTD PAID	248.81
103898 AUDIO VIDEO EXTREMES	12/01/23		70122	P	12/13/23	219809 5220	SMALL TOOLS	2,614.47
INVOICE: 3142								
VENDOR TOTALS			.00	YTD INVOICED		2,614.47	YTD PAID	2,614.47
100131 AVENU INSIGHTS & ANALYTICS	11/24/23		70123	P	12/13/23	101809 5400	SUBSCRIPTIONS AND MEMBERS	3,012.64
INVOICE: INVB-049578								
VENDOR TOTALS			.00	YTD INVOICED		3,012.64	YTD PAID	3,012.64
102266 AXON ENTERPRISE INC	12/01/23		70124	P	12/13/23	101 1370	PREPAID EXPENSES	1,828.37
INVOICE: INUS207279								
VENDOR TOTALS			.00	YTD INVOICED		1,828.37	YTD PAID	1,828.37
102418 B & H	11/09/23		70125	P	12/13/23	101809 5300	MTCE. OF EQUIPMENT	2,495.44

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VENDOR NAME	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE: 218175199								
VENDOR TOTALS			.00 YTD INVOICED			2,495.44 YTD PAID		2,495.44
103377 BENSON LAUNDRY								
	11/23/23		70126 P		12/13/23	101845 5360	CLEANING AND WASTE REMOVA	57.54
INVOICE: 397458								
VENDOR TOTALS			.00 YTD INVOICED			57.54 YTD PAID		57.54
101010 BOLTON & MENK INC								
	11/21/23		70127 P		12/13/23	651891 5460	PROFESSIONAL SERVICES	6,095.00
INVOICE: 0324976								
	11/21/23		70127 P		12/13/23	423830 5460	PROFESSIONAL SERVICES	51,057.25
INVOICE: 0324973								
	11/21/23		70127 P		12/13/23	423830 5460	PROFESSIONAL SERVICES	2,663.10
INVOICE: 0324973								
	11/21/23		70127 P		12/13/23	424830 5460	PROFESSIONAL SERVICES	2,453.00
INVOICE: 0324978								
	11/21/23		70127 P		12/13/23	101831 5460	PROFESSIONAL SERVICES	4,037.50
INVOICE: 0324977								
	11/21/23		70127 P		12/13/23	101831 5460	PROFESSIONAL SERVICES	7,388.00
INVOICE: 0324970								
	11/21/23		70127 P		12/13/23	420833 5460	PROFESSIONAL SERVICES	3,382.00
INVOICE: 0324971								
	11/21/23		70127 P		12/13/23	423830 5460	PROFESSIONAL SERVICES	49,134.50
INVOICE: 0324975								
	11/21/23		70127 P		12/13/23	423830 5460	PROFESSIONAL SERVICES	15,403.30
INVOICE: 0324975								
	11/21/23		70127 P		12/13/23	432893 5460	PROFESSIONAL SERVICES	43,916.00
INVOICE: 0324974								
	11/21/23		70127 P		12/13/23	424830 5460	PROFESSIONAL SERVICES	47,210.50
INVOICE: 0324972								
VENDOR TOTALS			.00 YTD INVOICED			232,740.15 YTD PAID		232,740.15
101980 BSE								
	11/30/23		70128 P		12/13/23	101821 5220	SMALL TOOLS	471.18
INVOICE: 927461552								
	11/29/23		70128 P		12/13/23	101845 5310	MTCE. OF STRUCTURES	15.49
INVOICE: 927449052								
VENDOR TOTALS			.00 YTD INVOICED			486.67 YTD PAID		486.67
103181 BULLET PROOF MECHANICAL SERV								
	12/05/23		70129 P		12/13/23	101848 5300	MTCE. OF EQUIPMENT	160.00
INVOICE: 9999								
VENDOR TOTALS			.00 YTD INVOICED			160.00 YTD PAID		160.00
102336 CANON FINANCIAL SERVICES INC								

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	11/29/23		70130	P	12/13/23	101806 5490	OTHER CHARGES/SERVICES	98.56
INVOICE: 31585594	11/29/23		70130	P	12/13/23	101806 5490	OTHER CHARGES/SERVICES	140.23
INVOICE: 31585595								
VENDOR TOTALS		.00	YTD INVOICED			238.79	YTD PAID	238.79
102547 CARRANZA/NOE	12/01/23		70131	P	12/13/23	101820 5460	PROFESSIONAL SERVICES	140.00
INVOICE: 118								
VENDOR TOTALS		.00	YTD INVOICED			140.00	YTD PAID	140.00
103851 CENTRAL LAKES MENTAL HEALTH	12/08/23		70132	P	12/13/23	101820 5460	PROFESSIONAL SERVICES	2,100.00
INVOICE: 120823								
VENDOR TOTALS		.00	YTD INVOICED			2,100.00	YTD PAID	2,100.00
100736 CHARTER COMMUNICATIONS	12/03/23		70133	P	12/13/23	101809 5290	COMMUNICATIONS	576.02
INVOICE: 224360801120123								
VENDOR TOTALS		.00	YTD INVOICED			576.02	YTD PAID	576.02
103721 CINTAS CORPORATION	11/21/23		70134	P	12/13/23	101845 5200	GENERAL SUPPLIES	116.30
INVOICE: 5185169290								
VENDOR TOTALS		.00	YTD INVOICED			116.30	YTD PAID	116.30
103708 CITY LINE TOWING	11/27/23		70135	P	12/13/23	101820 5490	OTHER CHARGES/SERVICES	320.00
INVOICE: 23-04429	11/27/23		70135	P	12/13/23	101820 5490	OTHER CHARGES/SERVICES	90.00
INVOICE: 23-04468								
VENDOR TOTALS		.00	YTD INVOICED			410.00	YTD PAID	410.00
103677 COORDINATED BUSINESS SYSTEMS	11/20/23		70136	P	12/13/23	101809 5400	SUBSCRIPTIONS AND MEMBERS	53.33
INVOICE: INV342520								
VENDOR TOTALS		.00	YTD INVOICED			53.33	YTD PAID	53.33
100186 CROW CHEMICAL & LIGHTING	12/01/23		70137	P	12/13/23	101830 5200	GENERAL SUPPLIES	189.90
INVOICE: 125952								
VENDOR TOTALS		.00	YTD INVOICED			189.90	YTD PAID	189.90

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103639 DANIELSON/CALLIE	07/28/23		70138	P	12/13/23	101844 5460	PROFESSIONAL SERVICES	452.00
INVOICE: 120523								
VENDOR TOTALS		.00	YTD INVOICED			452.00	YTD PAID	452.00
100222 DUININCK INC	11/22/23		70139	P	12/13/23	101830 5320	MTCE. OF OTHER IMPROVE	462.71
INVOICE: 558392								
VENDOR TOTALS		.00	YTD INVOICED			462.71	YTD PAID	462.71
100231 ED'S SERVICE CENTER & SALES	11/26/23		70141	P	12/13/23	101820 5490	OTHER CHARGES/SERVICES	175.00
INVOICE: 146570								
INVOICE: 11/08/23			70140	P	12/13/23	101820 5490	OTHER CHARGES/SERVICES	295.00
INVOICE: 146342								
INVOICE: 12/04/23			70140	P	12/13/23	101820 5490	OTHER CHARGES/SERVICES	175.00
INVOICE: 146414								
VENDOR TOTALS		.00	YTD INVOICED			645.00	YTD PAID	645.00
101567 ETTERMAN ENTERPRISES	12/04/23		70142	P	12/13/23	651890 5220	SMALL TOOLS	36.51
INVOICE: 348166								
INVOICE: 11/29/23			70142	P	12/13/23	651890 5300	MTCE. OF EQUIPMENT	357.77
INVOICE: 347722								
INVOICE: 11/29/23			70142	P	12/13/23	651890 5220	SMALL TOOLS	439.80
INVOICE: 347722								
VENDOR TOTALS		.00	YTD INVOICED			834.08	YTD PAID	834.08
102172 FANCY COATS	10/29/23		70143	P	12/13/23	101820 5460	PROFESSIONAL SERVICES	56.00
INVOICE: 120423								
VENDOR TOTALS		.00	YTD INVOICED			56.00	YTD PAID	56.00
103002 FARM-RITE EQUIPMENT	11/20/23		70144	P	12/13/23	101 1350	INVENTORIES-MDSE FOR RESA	1,092.22
INVOICE: P48018								
VENDOR TOTALS		.00	YTD INVOICED			1,092.22	YTD PAID	1,092.22
103617 FARMER DAVE LLC	11/12/23		70145	P	12/13/23	651892 5490	OTHER CHARGES/SERVICES	1,988.68
INVOICE: 111223								
INVOICE: 11/13/23			70145	P	12/13/23	651892 5490	OTHER CHARGES/SERVICES	6,034.60
INVOICE: 111323								
INVOICE: 11/05/23			70145	P	12/13/23	651892 5490	OTHER CHARGES/SERVICES	2,966.89
INVOICE: 110523								

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	11/05/23		70145	P	12/13/23	651892 5490	OTHER CHARGES/SERVICES	3,242.88
INVOICE: 110623	11/05/23		70145	P	12/13/23	651892 5490	OTHER CHARGES/SERVICES	2,990.41
INVOICE: 102223	11/05/23		70145	P	12/13/23	651892 5490	OTHER CHARGES/SERVICES	6,957.18
INVOICE: 102323	11/05/23		70145	P	12/13/23	651892 5490	OTHER CHARGES/SERVICES	6,552.00
INVOICE: 101523	11/05/23		70145	P	12/13/23	651892 5490	OTHER CHARGES/SERVICES	6,590.38
INVOICE: 100823								
VENDOR TOTALS			.00	YTD INVOICED		37,323.02	YTD PAID	37,323.02
100993 FELT/JAMES E	12/01/23		70146	P	12/13/23	101820 5230	ADVERTISING	100.00
INVOICE: 120123	12/01/23		70147	P	12/13/23	101820 5200	GENERAL SUPPLIES	47.61
INVOICE: 120123-2								
VENDOR TOTALS			.00	YTD INVOICED		147.61	YTD PAID	147.61
102973 FLEETPRIDE	11/20/23		70148	P	12/13/23	101 1350	INVENTORIES-MDSE FOR RESA	32.86
INVOICE: 112760136	11/27/23		70148	P	12/13/23	101 1350	INVENTORIES-MDSE FOR RESA	23.26
INVOICE: 112862249	11/24/23		70148	P	12/13/23	101 1350	INVENTORIES-MDSE FOR RESA	13.80
INVOICE: 112843521	11/27/23		70148	P	12/13/23	101 1350	INVENTORIES-MDSE FOR RESA	38.35
INVOICE: 112870388	11/30/23		70148	P	12/13/23	101 1350	INVENTORIES-MDSE FOR RESA	61.16
INVOICE: 112967246	11/30/23		70148	P	12/13/23	101 1350	INVENTORIES-MDSE FOR RESA	15.78
INVOICE: 112989854	11/28/23		70148	P	12/13/23	101 1350	INVENTORIES-MDSE FOR RESA	209.22
INVOICE: 112916132	11/09/23		70148	P	12/13/23	101 1350	INVENTORIES-MDSE FOR RESA	35.37
INVOICE: 112530822	11/21/23		70148	P	12/13/23	101 1350	INVENTORIES-MDSE FOR RESA	33.83
INVOICE: 112805989								
VENDOR TOTALS			.00	YTD INVOICED		463.63	YTD PAID	463.63
102269 FORUM COMMUNICATIONS COMPANY	12/11/23		70149	P	12/13/23	101804 5330	PRINTING AND PUBLISHING	31.62
INVOICE: 12023.00099790	12/11/23		70149	P	12/13/23	101804 5330	PRINTING AND PUBLISHING	31.62
INVOICE: 12023.00099790	11/29/23		70150	P	12/13/23	101806 5490	OTHER CHARGES/SERVICES	28.30
INVOICE: 12023.00099795								

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VENDOR TOTALS			.00 YTD INVOICED			91.54 YTD PAID		91.54
100387 GATEWOOD ELECTRIC INC	11/29/23		70151	P	12/13/23	101830 5320	MTCE. OF OTHER IMPROVE	3,422.74
INVOICE: 10242								
VENDOR TOTALS			.00 YTD INVOICED			3,422.74 YTD PAID		3,422.74
100293 GENERAL MAILING SERVICES	12/05/23		70153	P	12/13/23	651890 5270	POSTAGE	36.83
INVOICE: 68365	12/06/23		70152	P	12/13/23	101820 5270	POSTAGE	74.56
INVOICE: 68399	12/11/23		70152	P	12/13/23	101803 5270	POSTAGE	20.00
INVOICE: 68226	12/11/23		70152	P	12/13/23	101804 5270	POSTAGE	1.60
INVOICE: 68226	12/11/23		70152	P	12/13/23	101806 5270	POSTAGE	115.70
INVOICE: 68226	12/11/23		70152	P	12/13/23	101821 5270	POSTAGE	.81
INVOICE: 68226	12/11/23		70152	P	12/13/23	101803 5270	POSTAGE	20.00
INVOICE: 68184	12/11/23		70152	P	12/13/23	101801 5270	POSTAGE	.81
INVOICE: 68184	12/11/23		70152	P	12/13/23	101810 5270	POSTAGE	.81
INVOICE: 68184	12/11/23		70152	P	12/13/23	101807 5270	POSTAGE	10.87
INVOICE: 68184	12/11/23		70152	P	12/13/23	101804 5270	POSTAGE	14.76
INVOICE: 68184	12/11/23		70152	P	12/13/23	101806 5270	POSTAGE	.81
INVOICE: 68184	12/11/23		70152	P	12/13/23	101830 5270	POSTAGE	5.52
INVOICE: 68184	12/11/23		70152	P	12/13/23	101803 5270	POSTAGE	20.00
INVOICE: 68298	12/11/23		70152	P	12/13/23	101810 5270	POSTAGE	.81
INVOICE: 68298	12/11/23		70152	P	12/13/23	101807 5270	POSTAGE	34.36
INVOICE: 68298	12/11/23		70152	P	12/13/23	101804 5270	POSTAGE	29.76
INVOICE: 68298	12/11/23		70152	P	12/13/23	101806 5270	POSTAGE	3.24
VENDOR TOTALS			.00 YTD INVOICED			391.25 YTD PAID		391.25
900180 GINGERBREAD TRADITIONS I	11/29/23		70154	P	12/13/23	235807 5490	OTHER CHARGES/SERVICES	576.47

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INVOICE: 4836								
VENDOR TOTALS			.00	YTD INVOICED		576.47	YTD PAID	576.47
100786 GRAINGER INC	11/21/23		70155	P	12/13/23	651890 5500	SAFETY PROGRAM	487.66
INVOICE: 9912190544	11/22/23		70155	P	12/13/23	651890 5200	GENERAL SUPPLIES	3.42
INVOICE: 9913331303	11/24/23		70155	P	12/13/23	651890 5500	SAFETY PROGRAM	146.95
INVOICE: 9914620480								
VENDOR TOTALS			.00	YTD INVOICED		638.03	YTD PAID	638.03
100316 HACH COMPANY	11/29/23		70156	P	12/13/23	651890 5300	MTCE. OF EQUIPMENT	145.00
INVOICE: 13815027								
VENDOR TOTALS			.00	YTD INVOICED		145.00	YTD PAID	145.00
100321 HANSEN ADVERTISING SPECIALTIES	12/07/23		70157	P	12/13/23	101847 5200	GENERAL SUPPLIES	404.00
INVOICE: 49174								
VENDOR TOTALS			.00	YTD INVOICED		404.00	YTD PAID	404.00
100324 HAUG IMPLEMENT CO - JOHN DEERE	11/27/23		70158	P	12/13/23	101 1350	INVENTORIES-MDSE FOR RESA	183.34
INVOICE: 474143								
VENDOR TOTALS			.00	YTD INVOICED		183.34	YTD PAID	183.34
102036 HEGLUND CATERING	11/30/23		70159	P	12/13/23	101820 5380	MEALS GENERAL TRAVEL	481.93
INVOICE: 15356								
VENDOR TOTALS			.00	YTD INVOICED		481.93	YTD PAID	481.93
102299 HIGH POINT NETWORKS INC	12/06/23		70160	P	12/13/23	101809 5450	LICENSES AND TAXES	1,169.35
INVOICE: 238603	12/06/23		70160	P	12/13/23	101809 5400	SUBSCRIPTIONS AND MEMBERS	1,191.25
INVOICE: 238584	12/06/23		70160	P	12/13/23	101809 5450	LICENSES AND TAXES	323.75
INVOICE: 238584								
VENDOR TOTALS			.00	YTD INVOICED		2,684.35	YTD PAID	2,684.35
100333 HILLYARD\HUTCHINSON	12/07/23		70161	P	12/13/23	101845 5360	CLEANING AND WASTE REMOVA	861.19
INVOICE: 605329056								

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VENDOR TOTALS		.00	YTD INVOICED			861.19	YTD PAID	861.19
100058 HOME DEPOT CREDIT SERVICES								
	11/27/23		70162	P	12/13/23	101820 5200	GENERAL SUPPLIES	171.52
INVOICE: 2842								
	11/29/23		70162	P	12/13/23	101821 5320	MTCE. OF OTHER IMPROVE	98.94
INVOICE: 511929								
VENDOR TOTALS		.00	YTD INVOICED			270.46	YTD PAID	270.46
102486 IN CONTROL INC								
	11/30/23		70163	P	12/13/23	651890 5460	PROFESSIONAL SERVICES	1,487.50
INVOICE: S-INV01148								
VENDOR TOTALS		.00	YTD INVOICED			1,487.50	YTD PAID	1,487.50
103613 INDIGITAL								
	11/29/23		70164	P	12/13/23	101801 5460	PROFESSIONAL SERVICES	1,524.14
INVOICE: 13333								
VENDOR TOTALS		.00	YTD INVOICED			1,524.14	YTD PAID	1,524.14
103023 INNOVATIVE OFFICE SOLUTIONS								
	11/29/23		70165	P	12/13/23	101844 5210	OFFICE SUPPLIES	56.75
INVOICE: IN4394755								
	11/28/23		70165	P	12/13/23	651890 5200	GENERAL SUPPLIES	17.34
INVOICE: IN4396091								
	11/29/23		70165	P	12/13/23	101803 5210	OFFICE SUPPLIES	89.40
INVOICE: IN4391353								
	11/29/23		70165	P	12/13/23	101803 5210	OFFICE SUPPLIES	26.79
INVOICE: IN4395932								
VENDOR TOTALS		.00	YTD INVOICED			190.28	YTD PAID	190.28
103355 JOHANNECK WTR CONDITIONING INC								
	11/30/23		70166	P	12/13/23	651890 5420	RENTS	1.00
INVOICE: CR1711-3-148								
	11/30/23		70166	P	12/13/23	651890 5420	RENTS	2.00
INVOICE: CR1711-3-160								
	11/29/23		70166	P	12/13/23	651890 5200	GENERAL SUPPLIES	32.00
INVOICE: 115152								
	11/29/23		70166	P	12/13/23	651890 5200	GENERAL SUPPLIES	32.00
INVOICE: 114388								
	11/29/23		70166	P	12/13/23	651890 5200	GENERAL SUPPLIES	32.00
INVOICE: 114116								
	11/29/23		70166	P	12/13/23	651890 5200	GENERAL SUPPLIES	39.00
INVOICE: 114653								
	11/29/23		70166	P	12/13/23	651890 5200	GENERAL SUPPLIES	25.00
INVOICE: 114920								
	11/29/23		70166	P	12/13/23	651890 5200	GENERAL SUPPLIES	18.00

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INVOICE: 114929	11/29/23		70166	P	12/13/23	101803 5420	RENTS	67.90
INVOICE: 114265	11/29/23		70166	P	12/13/23	101830 5200	GENERAL SUPPLIES	14.65
INVOICE: 114208								
VENDOR TOTALS		.00	YTD INVOICED			263.55	YTD PAID	263.55
100867 KANDI STEEL AND FAB	11/28/23		70167	P	12/13/23	101830 5200	GENERAL SUPPLIES	72.80
INVOICE: 5845								
VENDOR TOTALS		.00	YTD INVOICED			72.80	YTD PAID	72.80
101465 KANDIYOHI CO & CITY OF WILLMAR	11/29/23		70168	P	12/13/23	205807 5460	PROFESSIONAL SERVICES	5,487.17
INVOICE: 121123	11/29/23		70168	P	12/13/23	205807 5460	PROFESSIONAL SERVICES	14,886.50
INVOICE: 121223								
VENDOR TOTALS		.00	YTD INVOICED			20,373.67	YTD PAID	20,373.67
100376 KANDIYOHI CO AUDITOR	11/20/23		70169	P	12/13/23	101830 5360	CLEANING AND WASTE REMOVA	28.48
INVOICE: 507667	11/29/23		70169	P	12/13/23	101830 5360	CLEANING AND WASTE REMOVA	28.48
INVOICE: 508184	11/29/23		70169	P	12/13/23	101830 5360	CLEANING AND WASTE REMOVA	170.00
INVOICE: 506849	11/29/23		70169	P	12/13/23	651891 5360	CLEANING AND WASTE REMOVA	68.48
INVOICE: 507574	11/29/23		70169	P	12/13/23	651891 5360	CLEANING AND WASTE REMOVA	82.88
INVOICE: 507585	11/29/23		70169	P	12/13/23	651891 5360	CLEANING AND WASTE REMOVA	70.08
INVOICE: 507595								
VENDOR TOTALS		.00	YTD INVOICED			448.40	YTD PAID	448.40
100341 KANDIYOHI CO H.R.A.	11/29/23		70170	P	12/13/23	212807 5490	OTHER CHARGES/SERVICES	58,500.00
INVOICE: 52	11/29/23		70170	P	12/13/23	212807 5490	OTHER CHARGES/SERVICES	344,850.00
INVOICE: 54								
VENDOR TOTALS		.00	YTD INVOICED			403,350.00	YTD PAID	403,350.00
101507 KANDIYOHI CO SHERIFF'S DEPT	11/16/23		70171	P	12/13/23	101 1370	PREPAID EXPENSES	3,330.50
INVOICE: 2023-86								

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VENDOR TOTALS		.00	YTD INVOICED			3,330.50	YTD PAID	3,330.50
103138 KING'S ELECTRIC LLC	12/08/23		70172	P	12/13/23	101821 5310	MTCE. OF STRUCTURES	5,196.75
INVOICE: 2772								
VENDOR TOTALS		.00	YTD INVOICED			5,196.75	YTD PAID	5,196.75
103986 Kingman/James	12/04/23		70173	P	12/13/23	101830 5200	GENERAL SUPPLIES	122.75
INVOICE: 120423								
VENDOR TOTALS		.00	YTD INVOICED			122.75	YTD PAID	122.75
102498 KRIS ENGINEERING INC	11/20/23		70174	P	12/13/23	101830 5300	MTCE. OF EQUIPMENT	1,052.10
INVOICE: 39146								
INVOICE: 11/13/23			70174	P	12/13/23	101830 5300	MTCE. OF EQUIPMENT	6,319.45
INVOICE: 39105								
VENDOR TOTALS		.00	YTD INVOICED			7,371.55	YTD PAID	7,371.55
100928 LITTLE FALLS MACHINE INC	11/21/23		70175	P	12/13/23	101 1350	INVENTORIES-MDSE FOR RESA	2,378.20
INVOICE: 369645								
VENDOR TOTALS		.00	YTD INVOICED			2,378.20	YTD PAID	2,378.20
103226 LOCAL GOV'T INFORMATION SYS.	12/01/23		70176	P	12/13/23	101809 5400	SUBSCRIPTIONS AND MEMBERS	2,395.00
INVOICE: 54256								
VENDOR TOTALS		.00	YTD INVOICED			2,395.00	YTD PAID	2,395.00
100424 M-R SIGN CO INC	11/16/23		70177	P	12/13/23	101830 5320	MTCE. OF OTHER IMPROVE	1,007.21
INVOICE: 222359								
INVOICE: 11/28/23			70177	P	12/13/23	101830 5320	MTCE. OF OTHER IMPROVE	224.97
INVOICE: 222457								
VENDOR TOTALS		.00	YTD INVOICED			1,232.18	YTD PAID	1,232.18
101838 MARCO TECHNOLOGIES LLC	11/26/23		70178	P	12/13/23	101809 5400	SUBSCRIPTIONS AND MEMBERS	317.52
INVOICE: 516566684								
INVOICE: 11/26/23			70178	P	12/13/23	101809 5400	SUBSCRIPTIONS AND MEMBERS	401.11
INVOICE: 516567005								
INVOICE: 11/29/23			70179	P	12/13/23	101844 5420	RENTS	165.19
INVOICE: 516122736								

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VENDOR TOTALS			.00 YTD INVOICED			883.82 YTD PAID		883.82
100449 MENARDS								
INVOICE: 68820	11/17/23		70181	P	12/13/23	101820 5200	GENERAL SUPPLIES	114.47
INVOICE: 69506	11/30/23		70181	P	12/13/23	101845 5310	MTCE. OF STRUCTURES	50.47
INVOICE: 69394	11/28/23		70181	P	12/13/23	101845 5310	MTCE. OF STRUCTURES	29.96
INVOICE: 69373	11/28/23		70182	P	12/13/23	651891 5200	GENERAL SUPPLIES	13.16
INVOICE: 69581	12/01/23		70181	P	12/13/23	651890 5200	GENERAL SUPPLIES	77.29
INVOICE: 69011	12/04/23		70181	P	12/13/23	651890 5200	GENERAL SUPPLIES	184.75
INVOICE: 68775	11/16/23		70181	P	12/13/23	651892 5200	GENERAL SUPPLIES	204.29
INVOICE: 69096	11/22/23		70181	P	12/13/23	101830 5200	GENERAL SUPPLIES	42.75
INVOICE: 68803	11/17/23		70181	P	12/13/23	101830 5200	GENERAL SUPPLIES	58.96
INVOICE: 69312	11/27/23		70181	P	12/13/23	101830 5200	GENERAL SUPPLIES	204.16
INVOICE: 69861	12/07/23		70181	P	12/13/23	101845 5310	MTCE. OF STRUCTURES	36.52
INVOICE: 69311	11/27/23		70181	P	12/13/23	101843 5200	GENERAL SUPPLIES	27.60
INVOICE: 69392	11/28/23		70181	P	12/13/23	101844 5200	GENERAL SUPPLIES	34.99
INVOICE: 68951	11/20/23		70180	P	12/13/23	101845 5310	MTCE. OF STRUCTURES	321.47
INVOICE: 69436	11/30/23		70181	P	12/13/23	101803 5220	SMALL TOOLS	149.00
INVOICE: 69436	11/30/23		70181	P	12/13/23	101803 5200	GENERAL SUPPLIES	3.94
INVOICE: 69445	11/29/23		70181	P	12/13/23	101845 5310	MTCE. OF STRUCTURES	24.19
INVOICE: 69336	11/27/23		70181	P	12/13/23	101845 5310	MTCE. OF STRUCTURES	200.96
VENDOR TOTALS			.00 YTD INVOICED			1,778.93 YTD PAID		1,778.93
102201 MESERB								
INVOICE: 113023	11/30/23		70183	P	12/13/23	651890 5370	CONFERENCE SCHOOL TRAVEL	150.00
VENDOR TOTALS			.00 YTD INVOICED			150.00 YTD PAID		150.00
103416 MILLS FORD/JEEP OF WILLMAR								
	11/20/23		70184	P	12/13/23	101820 5300	MTCE. OF EQUIPMENT	99.95

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VENDOR NAME	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE: 77258								
VENDOR TOTALS		.00	YTD INVOICED			99.95	YTD PAID	99.95
101805 MINI BIFF LLC								
INVOICE: 11/29/23			70185	P	12/13/23	101830	5420	RENTS
INVOICE: A-146016								29.93
VENDOR TOTALS		.00	YTD INVOICED			29.93	YTD PAID	29.93
100480 MN CHIEFS OF POLICE ASSN								
INVOICE: 12/01/23			70186	P	12/13/23	101	1370	PREPAID EXPENSES
INVOICE: 14693								212.00
INVOICE: 12/01/23			70186	P	12/13/23	101	1370	PREPAID EXPENSES
INVOICE: 14956								477.00
VENDOR TOTALS		.00	YTD INVOICED			689.00	YTD PAID	689.00
100522 MN DEPT OF LABOR & INDUSTRY								
INVOICE: 12/07/23			70187	P	12/13/23	101807	5460	PROFESSIONAL SERVICES
INVOICE: 120723								372.53
VENDOR TOTALS		.00	YTD INVOICED			372.53	YTD PAID	372.53
100497 MN DEPT OF TRANSPORTATION								
INVOICE: 11/15/23			70188	P	12/13/23	423830	5490	OTHER CHARGES/SERVICES
INVOICE: P00017875								376.66
VENDOR TOTALS		.00	YTD INVOICED			376.66	YTD PAID	376.66
100499 MN ELEVATOR INC								
INVOICE: 12/01/23			70189	P	12/13/23	101803	5310	MTCE. OF STRUCTURES
INVOICE: 1049387								92.75
INVOICE: 12/01/23			70189	P	12/13/23	101	1370	PREPAID EXPENSES
INVOICE: 1049387								92.75
VENDOR TOTALS		.00	YTD INVOICED			185.50	YTD PAID	185.50
100520 MN STATE FIRE CHIEFS ASSN								
INVOICE: 12/08/23			70190	P	12/13/23	101	1370	PREPAID EXPENSES
INVOICE: 7007								460.00
VENDOR TOTALS		.00	YTD INVOICED			460.00	YTD PAID	460.00
102787 MN STATE PATROL - CMV SECTION								
INVOICE: 12/04/23			70191	P	12/13/23	101830	5200	GENERAL SUPPLIES
INVOICE: 120423								40.00
VENDOR TOTALS		.00	YTD INVOICED			40.00	YTD PAID	40.00
100541 MUNICIPAL UTILITIES								

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	11/29/23		70192	P	12/13/23	101821 5350	UTILITIES	768.16
INVOICE: STMT/11-23	11/29/23		70192	P	12/13/23	101830 5350	UTILITIES	1,257.62
INVOICE: STMT/11-23	11/29/23		70192	P	12/13/23	230838 5350	UTILITIES	2,531.72
INVOICE: STMT/11-23	11/29/23		70192	P	12/13/23	651890 5350	UTILITIES	57,623.19
INVOICE: STMT/11-23	11/29/23		70192	P	12/13/23	651891 5350	UTILITIES	231.79
INVOICE: STMT/11-23								
VENDOR TOTALS		.00	YTD INVOICED			62,412.48	YTD PAID	62,412.48
102393 MUNICIPAL UTILITIES	12/11/23		70193	P	12/13/23	295 2200	ACCOUNTS PAYABLE	4,950.88
INVOICE: 121123								
VENDOR TOTALS		.00	YTD INVOICED			4,950.88	YTD PAID	4,950.88
100544 MVT LABORATORIES INC	11/28/23		70194	P	12/13/23	651890 5460	PROFESSIONAL SERVICES	58.30
INVOICE: 1228808	10/25/23		70194	P	12/13/23	651890 5460	PROFESSIONAL SERVICES	189.20
INVOICE: 1223392	11/29/23		70194	P	12/13/23	651890 5460	PROFESSIONAL SERVICES	58.30
INVOICE: 1228304								
VENDOR TOTALS		.00	YTD INVOICED			305.80	YTD PAID	305.80
100249 NAPA CENTRAL MN	11/28/23		70195	P	12/13/23	101820 5220	SMALL TOOLS	144.38
INVOICE: 915944								
VENDOR TOTALS		.00	YTD INVOICED			144.38	YTD PAID	144.38
100585 NORTHERN STATES SUPPLY	11/30/23		70196	P	12/13/23	101830 5300	MTCE. OF EQUIPMENT	20.59
INVOICE: 10-616233	11/21/23		70196	P	12/13/23	101830 5300	MTCE. OF EQUIPMENT	38.10
INVOICE: 10-616045	11/21/23		70196	P	12/13/23	101830 5220	SMALL TOOLS	2.18
INVOICE: 10-616045	11/22/23		70196	P	12/13/23	101830 5220	SMALL TOOLS	2.60
INVOICE: 10616044								
VENDOR TOTALS		.00	YTD INVOICED			63.47	YTD PAID	63.47
100650 O'REILLY AUTOMOTIVE INC	12/04/23		70197	P	12/13/23	101820 5200	GENERAL SUPPLIES	37.46
INVOICE: 1528-109503	12/08/23		70198	P	12/13/23	101821 5200	GENERAL SUPPLIES	3.99

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INVOICE: 1528-105780								
VENDOR TOTALS		.00	YTD INVOICED			41.45	YTD PAID	41.45
102223 OXYGEN SERVICE COMPANY								
	12/08/23		70199	P	12/13/23	101821 5200	GENERAL SUPPLIES	41.80
INVOICE: 0008679954								
VENDOR TOTALS		.00	YTD INVOICED			41.80	YTD PAID	41.80
100374 PREMIUM WATERS INC								
	11/29/23		70200	P	12/13/23	101847 5200	GENERAL SUPPLIES	10.00
INVOICE: 330570267								
VENDOR TOTALS		.00	YTD INVOICED			10.00	YTD PAID	10.00
100624 PRINT MASTERS								
	11/29/23		70201	P	12/13/23	101847 5200	GENERAL SUPPLIES	102.00
INVOICE: 181371								
VENDOR TOTALS		.00	YTD INVOICED			102.00	YTD PAID	102.00
101093 QUICK SIGNS								
	04/24/23		70202	P	12/13/23	101844 5320	MTCE. OF OTHER IMPROVE	1,474.00
INVOICE: 180587								
	06/07/23		70202	P	12/13/23	101844 5320	MTCE. OF OTHER IMPROVE	325.00
INVOICE: 180734								
VENDOR TOTALS		.00	YTD INVOICED			1,799.00	YTD PAID	1,799.00
100636 R & R SPECIALTIES INC								
	11/27/23		70203	P	12/13/23	101845 5300	MTCE. OF EQUIPMENT	2,690.40
INVOICE: 0080552-IN								
VENDOR TOTALS		.00	YTD INVOICED			2,690.40	YTD PAID	2,690.40
103109 RDO EQUIPMENT CO								
	11/22/23		70204	P	12/13/23	101 1350	INVENTORIES-MDSE FOR RESA	482.41
INVOICE: P9048711								
VENDOR TOTALS		.00	YTD INVOICED			482.41	YTD PAID	482.41
101136 RIDGEWATER COLLEGE								
	11/21/23		70205	P	12/13/23	101820 5370	CONFERENCE SCHOOL TRAVEL	1,650.00
INVOICE: 2023-11-656								
	12/06/23		70206	P	12/13/23	101821 5370	CONFERENCE SCHOOL TRAVEL	675.00
INVOICE: 2023-12-685								
VENDOR TOTALS		.00	YTD INVOICED			2,325.00	YTD PAID	2,325.00
103837 ROBERT HALF								

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VENDOR NAME	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	12/07/23		70207	P	12/13/23	101806 5460	PROFESSIONAL SERVICES	1,472.00
INVOICE:	62896979							
	12/11/23		70207	P	12/13/23	101806 5460	PROFESSIONAL SERVICES	1,437.50
INVOICE:	62928130							
	11/29/23		70208	P	12/13/23	101806 5460	PROFESSIONAL SERVICES	1,104.00
INVOICE:	62868178							
VENDOR TOTALS		.00	YTD INVOICED			4,013.50	YTD PAID	4,013.50
100665 RULE TIRE SHOP								
	11/28/23		70209	P	12/13/23	101 1350	INVENTORIES-MDSE FOR RESA	19.98
INVOICE:	1-67627							
	11/15/23		70209	P	12/13/23	101 1350	INVENTORIES-MDSE FOR RESA	556.00
INVOICE:	1-67322							
VENDOR TOTALS		.00	YTD INVOICED			575.98	YTD PAID	575.98
103076 S.W. VAC								
	11/28/23		70210	P	12/13/23	101830 5200	GENERAL SUPPLIES	11.98
INVOICE:	112823							
VENDOR TOTALS		.00	YTD INVOICED			11.98	YTD PAID	11.98
100690 SHERWIN WILLIAMS CO								
	11/27/23		70212	P	12/13/23	101830 5360	CLEANING AND WASTE REMOVA	207.31
INVOICE:	75641							
	10/23/23		70212	P	12/13/23	101847 5310	MTCE. OF STRUCTURES	91.98
INVOICE:	64645							
	10/02/23		70211	P	12/13/23	101847 5310	MTCE. OF STRUCTURES	22.34
INVOICE:	55734							
	10/30/23		70212	P	12/13/23	101847 5310	MTCE. OF STRUCTURES	45.99
INVOICE:	66756							
	11/29/23		70212	P	12/13/23	230838 5200	GENERAL SUPPLIES	280.00
INVOICE:	6187-2							
	11/29/23		70212	P	12/13/23	101830 5500	SAFETY PROGRAM	12.75
INVOICE:	6227-6							
	11/29/23		70212	P	12/13/23	101830 5200	GENERAL SUPPLIES	20.71
INVOICE:	6331-6							
	11/29/23		70212	P	12/13/23	101830 5300	MTCE. OF EQUIPMENT	221.53
INVOICE:	6715-0							
	11/29/23		70212	P	12/13/23	101830 5200	GENERAL SUPPLIES	-33.19
INVOICE:	6450-4							
	11/29/23		70212	P	12/13/23	101830 5200	GENERAL SUPPLIES	33.19
INVOICE:	5448-8							
VENDOR TOTALS		.00	YTD INVOICED			902.61	YTD PAID	902.61
100275 SHI CORP								
	11/30/23		70213	P	12/13/23	101809 5450	LICENSES AND TAXES	2,008.70
INVOICE:	B17679181							
	11/30/23		70213	P	12/13/23	101 1370	PREPAID EXPENSES	22,095.30

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INVOICE: B17679181	11/30/23		70213	P	12/13/23	101809 5450	LICENSES AND TAXES	106.70
INVOICE: B17679509	11/30/23		70213	P	12/13/23	101 1370	PREPAID EXPENSES	1,173.30
INVOICE: B17679509								
VENDOR TOTALS		.00	YTD INVOICED			25,384.00	YTD PAID	25,384.00
103730 SIGN SOLUTIONS USA	12/05/23		70214	P	12/13/23	101830 5320	MTCE. OF OTHER IMPROVE	1,302.00
INVOICE: 409545								
VENDOR TOTALS		.00	YTD INVOICED			1,302.00	YTD PAID	1,302.00
103699 SILVA/AMBER	12/01/23		70215	P	12/13/23	101810 5460	PROFESSIONAL SERVICES	599.54
INVOICE: 120123								
VENDOR TOTALS		.00	YTD INVOICED			599.54	YTD PAID	599.54
100699 SOUTH 71 VETERINARY CLINIC	12/04/23		70216	P	12/13/23	101820 5460	PROFESSIONAL SERVICES	199.52
INVOICE: 2328006								
VENDOR TOTALS		.00	YTD INVOICED			199.52	YTD PAID	199.52
100715 STATE OF MN	12/11/23		70217	P	12/13/23	101807 5460	PROFESSIONAL SERVICES	50.00
INVOICE: 121123								
VENDOR TOTALS		.00	YTD INVOICED			50.00	YTD PAID	50.00
100188 STERLING WATER-MINNESOTA LLC	12/01/23		70218	P	12/13/23	101847 5200	GENERAL SUPPLIES	58.50
INVOICE: 315x03651501	11/30/23		70219	P	12/13/23	101803 5420	RENTS	19.45
INVOICE: 315x03640603								
VENDOR TOTALS		.00	YTD INVOICED			77.95	YTD PAID	77.95
102555 SUMMIT FIRE PROTECTION	12/01/23		70220	P	12/13/23	101803 5310	MTCE. OF STRUCTURES	46.34
INVOICE: 150037587	12/01/23		70220	P	12/13/23	101 1370	PREPAID EXPENSES	92.66
INVOICE: 150037587								
VENDOR TOTALS		.00	YTD INVOICED			139.00	YTD PAID	139.00
900166 SWAMPFOX OPTICS	11/17/23		70221	P	12/13/23	101820 5220	SMALL TOOLS	3,949.76
INVOICE: 271699								

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VENDOR TOTALS		.00 YTD INVOICED				3,949.76 YTD PAID		3,949.76
100161 SYSCO WESTERN MINNESOTA	12/06/23		70222	P	12/13/23	101845 5200	GENERAL SUPPLIES	742.12
INVOICE: 253529331								
VENDOR TOTALS		.00 YTD INVOICED				742.12 YTD PAID		742.12
103781 TEAMVIEWER GMBH	12/01/23		70223	P	12/13/23	101809 5400	SUBSCRIPTIONS AND MEMBERS	229.90
INVOICE: R02665545								
INVOICE: 12/01/23			70223	P	12/13/23	101 1370	PREPAID EXPENSES	2,528.90
INVOICE: R02665545								
VENDOR TOTALS		.00 YTD INVOICED				2,758.80 YTD PAID		2,758.80
103589 TEN17 MEDIA LLC	12/07/23		70224	P	12/13/23	101820 5230	ADVERTISING	1,250.00
INVOICE: 1393								
VENDOR TOTALS		.00 YTD INVOICED				1,250.00 YTD PAID		1,250.00
103273 THOMPSON *PETTY CASH/JUDY	12/11/23		70225	P	12/13/23	101820 5450	LICENSES AND TAXES	15.25
INVOICE: 58.50								
INVOICE: 12/11/23			70225	P	12/13/23	101820 5450	LICENSES AND TAXES	28.00
INVOICE: 58.50								
INVOICE: 12/11/23			70225	P	12/13/23	101820 5450	LICENSES AND TAXES	15.25
INVOICE: 58.50								
VENDOR TOTALS		.00 YTD INVOICED				58.50 YTD PAID		58.50
103757 TOM'S BACKHOE SERVICE, INC.	11/27/23		70226	P	12/13/23	432891 5320	MTCE. OF OTHER IIMPROVEME	109,357.88
INVOICE: APPL #9								
VENDOR TOTALS		.00 YTD INVOICED				109,357.88 YTD PAID		109,357.88
101471 TRAFFIC CONTROL CORPORATION	11/16/23		70227	P	12/13/23	101831 5320	MTCE. OF OTHER IMPROVE	200.00
INVOICE: 147270								
VENDOR TOTALS		.00 YTD INVOICED				200.00 YTD PAID		200.00
101286 UNCOMMON USA INC	11/22/23		70228	P	12/13/23	101830 5300	MTCE. OF EQUIPMENT	30.00
INVOICE: 1263800-IN								
VENDOR TOTALS		.00 YTD INVOICED				30.00 YTD PAID		30.00

PAID INVOICES REPORT

CHECK RUN:12/12-AV

TO FISCAL 2023/01 11/27/2023 TO 12/14/2023

VENDOR NAME	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
100759 US POST OFFICE	11/29/23		70229	P	12/13/23	101 1370	PREPAID EXPENSES	354.00
INVOICE: 120423								
VENDOR TOTALS		.00	YTD INVOICED			354.00	YTD PAID	354.00
102915 VERIZON WIRELESS	11/09/23		70230	P	12/13/23	101809 5290	COMMUNICATIONS	2,179.56
INVOICE: 9948826208								
11/09/23			70230	P	12/13/23	651891 5290	COMMUNICATIONS	40.01
INVOICE: 9948826208								
VENDOR TOTALS		.00	YTD INVOICED			2,219.57	YTD PAID	2,219.57
100951 VIGIL/RUDY	12/08/23		70231	P	12/13/23	101841 5370	CONFERENCE SCHOOL TRAVEL	304.90
INVOICE: 120823								
VENDOR TOTALS		.00	YTD INVOICED			304.90	YTD PAID	304.90
100777 VIKING COCA-COLA BOTTLING CO	11/29/23		70232	P	12/13/23	101847 5300	MTCE. OF EQUIPMENT	35.25
INVOICE: 3274491								
12/04/23			70233	P	12/13/23	101845 5200	GENERAL SUPPLIES	1,119.55
INVOICE: 3288944								
11/27/23			70233	P	12/13/23	101845 5200	GENERAL SUPPLIES	1,482.50
INVOICE: 3279685								
VENDOR TOTALS		.00	YTD INVOICED			2,637.30	YTD PAID	2,637.30
103469 WARRENS GENERATORS LLC	12/08/23		70234	P	12/13/23	101821 5300	MTCE. OF EQUIPMENT	200.00
INVOICE: 1368								
VENDOR TOTALS		.00	YTD INVOICED			200.00	YTD PAID	200.00
100796 WEST CENTRAL COMMUNICATION	11/22/23		70235	P	12/13/23	101820 5300	MTCE. OF EQUIPMENT	40.00
INVOICE: 097347S								
11/22/23			70236	P	12/13/23	101820 5220	SMALL TOOLS	161.50
INVOICE: 097345S								
12/08/23			70236	P	12/13/23	101821 5300	MTCE. OF EQUIPMENT	195.00
INVOICE: 097117S								
12/08/23			70236	P	12/13/23	101821 5300	MTCE. OF EQUIPMENT	15.00
INVOICE: 097401S								
VENDOR TOTALS		.00	YTD INVOICED			411.50	YTD PAID	411.50
102689 WILLMAR AUTO VALUE	11/15/23		70237	P	12/13/23	101 1350	INVENTORIES-MDSE FOR RESA	17.90
INVOICE: 22503856								

PAID INVOICES REPORT

CHECK RUN:12/12-AV

TO FISCAL 2023/01 11/27/2023 TO 12/14/2023

VENDOR NAME	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	11/21/23		70237	P	12/13/23	101 1350	INVENTORIES-MDSE FOR RESA	134.99
INVOICE: 22504464	11/29/23		70237	P	12/13/23	651890 5300	MTCE. OF EQUIPMENT	40.98
INVOICE: 22502881	11/29/23		70237	P	12/13/23	651890 5220	SMALL TOOLS	16.99
INVOICE: 22502624	11/29/23		70237	P	12/13/23	651891 5300	MTCE. OF EQUIPMENT	27.74
INVOICE: 22501649	11/29/23		70237	P	12/13/23	101 1350	INVENTORIES-MDSE FOR RESA	14.98
INVOICE: 22503517	11/29/23		70237	P	12/13/23	101 1350	INVENTORIES-MDSE FOR RESA	94.76
INVOICE: 22503516	11/29/23		70237	P	12/13/23	101 1350	INVENTORIES-MDSE FOR RESA	30.57
INVOICE: 22501998	11/29/23		70237	P	12/13/23	101 1350	INVENTORIES-MDSE FOR RESA	46.16
INVOICE: 22502505	11/29/23		70237	P	12/13/23	101 1350	INVENTORIES-MDSE FOR RESA	26.18
INVOICE: 22502510	11/29/23		70237	P	12/13/23	101830 5200	GENERAL SUPPLIES	414.00
INVOICE: 22503061	11/29/23		70237	P	12/13/23	101 1350	INVENTORIES-MDSE FOR RESA	39.96
INVOICE: 22503061	11/29/23		70237	P	12/13/23	101 1350	INVENTORIES-MDSE FOR RESA	95.98
INVOICE: 22502677	11/29/23		70237	P	12/13/23	101 1350	INVENTORIES-MDSE FOR RESA	291.97
INVOICE: 22502675	11/29/23		70237	P	12/13/23	101830 5220	SMALL TOOLS	15.99
INVOICE: 22502684								
VENDOR TOTALS		.00 YTD INVOICED				1,309.15 YTD PAID		1,309.15
103520 WILLMAR TDC	11/27/23		70238	P	12/13/23	101845 5200	GENERAL SUPPLIES	976.00
INVOICE: 22								
VENDOR TOTALS		.00 YTD INVOICED				976.00 YTD PAID		976.00
REPORT TOTALS								999,391.62
TOTAL PRINTED CHECKS						COUNT	AMOUNT	
						128	999,391.62	

PAID INVOICES REPORT

CHECK RUN:12/14-AA

TO FISCAL 2023/01 11/27/2023 TO 12/14/2023

VENDOR NAME	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
103799 NCPERS GROUP LIFE INS.	12/14/23		70239	P	12/14/23	101801 5075	INSURANCE PASS THRU	96.00
INVOICE: 12-2023								
VENDOR TOTALS			.00	YTD INVOICED		96.00	YTD PAID	96.00
							REPORT TOTALS	96.00

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	96.00

** END OF REPORT - Generated by Abby Valladarez **

Issued Dates: 11/1/2023 to 11/30/2023
 Report Name: Monthly External Permits Report
 Permit Type(s): Building, Mechanical, Plumbing

City of Willmar

Monthly External Permits Report

Printed: 12/5/2023
 Page: 1

Permit #	Issued Date	Owner and Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI033303	11/14/2023	Cnh Industrial America LLC 2500 Airport Dr SW	95-870-0300 Block 2 Willmar Industrial Park	Reroofing Commercial Add/Alter	Commercial Reroof	\$210,445.00	\$1,042.68
WI033417	11/20/2023	BNSF Railway Company 400 Pacific Ave SW	95-915-2600	Reroofing Commercial Add/Alter	Commercial Reroof	\$86,558.00	\$43.28
WI033541	11/14/2023	Rockstep Willmar, LLC 1605 1st St S	95-923-8640	Commercial/Ind Tenant Finish	Indoor Golf Simulators	\$0.00	\$141.00
WI033553	11/14/2023	Herrera/Edwing S 1311 19th Ave SE	95-143-0380 Lot 18, Block 2 Dana Heights	Reroofing Residential Add/Alter	Residential Reroof	\$11,651.00	\$35.83
WI033565	11/14/2023	Rice/Roderick N & Annette R 1500 Country Club Dr NE	95-467-0130 Lot 3, Block 2	Siding Residential Add/Alter	Residential Reside	\$50,000.00	\$75.00
WI033579	11/14/2023	Ramos/Werner J I Lapoyeu 836 Olaf Ave NW	95-820-0510 Block 3 Thorpe & Lien's Addition	Siding Residential Add/Alter	Residential Reside	\$13,500.00	\$56.75
WI033580	11/14/2023	Marcus/Joseph P 1612 18th Ave NW	95-604-0350 Lot 16, Block 3 Oslo Meadows	New New Single-Family Dwelling	New rebuild after fire	\$189,892.00	\$1,766.51
WI033581	11/14/2023	Marcus/Joseph P 1612 18th Ave NW	95-604-0350 Lot 16, Block 3 Oslo Meadows	Single Family New	Plumbing for single family dwelling	\$0.00	\$99.00
WI033582	11/14/2023	Marcus/Joseph P 1612 18th Ave NW	95-604-0350 Lot 16, Block 3 Oslo Meadows	Single Family New	HVAC for single family dwelling	\$189,892.00	\$101.00
WI033583	11/14/2023	Guetter/Edward M 2205 20th Ave SW	95-601-0028 Lot 2, Block 2 Ortenblad's Homesites	Alteration Residential Add/Alter	Bathroom remodel	\$11,100.00	\$192.80
WI033584	11/14/2023	Kaiser/Edward L & Arlys J 1708 15th Ave SW	95-861-0240 Lot 4, Block 2 West Park 2nd Addition	Siding Residential Add/Alter	Residential Reside	\$12,895.00	\$56.45
WI033585	11/14/2023	Lamecker/Travis J & Kelsey J 1224 29th St NW	95-135-0270 Lot 7, Block 2 College View	Single Family Replace	Gas Furnace Replacement	\$6,960.00	\$31.00

Issued Dates: 11/1/2023 to 11/30/2023
 Report Name: Monthly External Permits Report
 Permit Type(s): Building, Mechanical, Plumbing

City of Willmar Monthly External Permits Report

Printed: 12/5/2023
 Page: 2

Permit #	Issued Date	Owner and Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI033586	11/14/2023	Bakker-Wiitamaki/Vivien/ &David 1005 9th St SE	95-665-0640 Lot 24, Block 3 Perkins 5th Addition	Single Family Replace	Gas Furnace Replacement	\$6,365.00	\$31.00
WI033587	11/14/2023	Erickson/Luke J 1214 Gorton Ave NW	95-009-0720 Block 129 Second Addition To Willmar	Single Family Replace	Gas Furnace Replacement	\$5,261.00	\$31.00
WI033588	11/14/2023	Hahn, Robert & Linae 2805 14th Ave NW	95-135-0310 Lot 11, Block 2 College View	Single Family Replace	Gas Furnace & A/C Replacement	\$12,275.00	\$56.00
WI033589	11/14/2023	Ilgen/Nicole L & Brian L 404 Portland Dr SW	95-785-0030 Lot 3, Block 1 Sunnyview Addition	Single Family Replace	Gas Furnace Replacement	\$2,150.00	\$31.00
WI033591	11/14/2023	Nelson, Anita 724 4th St SW	95-006-3770 Lot 7, Block 83 First Addition To The Town Of Willmar	Reroofing Residential Add/Alter	Residential Reroof	\$5,000.00	\$2.50
WI033592	11/14/2023	Smith/Timothy Y/Etal (4) 705 26th Ave SW	95-683-0430 Block 4 Portland Acres 3rd Addition	Reroofing Residential Add/Alter	Residential Reroof	\$5,100.00	\$32.55
WI033593	11/14/2023	Howe/July L 707 26th Ave SW	95-683-0425 Block 4 Portland Acres 3rd Addition	Reroofing Residential Add/Alter	Residential Reroof	\$5,100.00	\$32.55
WI033594	11/14/2023	Dokken/Janice & Anthony 515 15th St SE	95-184-1370 Block 9 Erickson`s Third Addition	Reroofing Residential Add/Alter	Residential Reroof	\$4,000.00	\$32.00
WI033595	11/14/2023	Hedlof Properties, LLC 115 Litchfield Ave SE	95-012-0120 Third Addition To Willmar	Reroofing Residential Add/Alter	Residential Reroof	\$8,000.00	\$4.00
WI033596	11/14/2023	Dale/Raymond J & Geraldine 213 15th Ave NW	95-443-0340 Lot 5, Block 1 Lake North	Single Family Replace	Gas Furnace Replacement	\$5,188.00	\$31.00
WI033597	11/14/2023	Abdi/Ibrahim I 1308 10th St SW	95-922-7380	Single Family Replace	Gas Furnace Replacement	\$4,779.00	\$31.00

City of Willmar

Monthly External Permits Report

Permit #	Issued Date	Owner and Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI033598	11/14/2023	Gardner/Steven J & Kelly S 2709 6th St SW	95-684-0800 Lot 1, Block 1 Portland Acres	Single Family Replace	Water Heater Replacement	\$2,662.00	\$26.00
WI033599	11/14/2023	Kohls/Roger K 1519 Monongalia Ave SW	95-042-0050 Block 1 Barnstad's Second Addition	Single Family Replace	Gas Furnace Replacement	\$4,925.00	\$31.00
WI033600	11/14/2023	JH, LLC 1020 Lakeland Dr NE		Multi Family Apts/Condos New	74 Unit Apartment	\$0.00	\$2,719.50
WI033601	11/14/2023	JH, LLC 1020 Lakeland Dr NE		Multi Family Apts/Condos New	74 Unit Apartment	\$70,000.00	\$735.00
WI033602	11/9/2023	Maxfield/Kevin R & Taylor L 508 21st St SE	95-668-0260 Lot 16, Block 2 Pheasant Run	Siding Residential Add/Alter	Residential Reside, Windows, Soffit & Fascia	\$50,000.00	\$75.00
WI033603	11/14/2023	Martinez/Jose 201 Becker Ave SE	95-310-0140 Highland Addition To Willmar	Reroofing Residential Add/Alter	Residential Reroof	\$9,073.00	\$34.54
WI033605	11/14/2023	Johnson/Kelvin & Brooke 1520 9th St SW	95-922-7450	Deck Residential Add/Alter	Residential Deck	\$4,260.00	\$166.72
WI033609	11/14/2023	Carrizales Ramirez/Francisco/& 2105 4th Ave SE	95-668-0430 Lot 3, Block 3 Pheasant Run	Reroofing Residential Add/Alter	Residential Reroof	\$2,500.00	\$31.25
WI033611	11/14/2023	Hanson/Pamela S 424 12th St SW	95-006-7050 Block 110 First Addition To The Town Of Willmar	Reroofing Residential Add/Alter	Residential Reroof	\$11,452.00	\$35.73
WI033613	11/20/2023	Rc Investments, LLC 822 Northwood Court NW	95-555-0060 Block 1 Northwood Court	Reroofing Residential Add/Alter	Residential Reroof	\$4,000.00	\$32.00
WI033614	11/20/2023	Demichael/Nicholas & Sandra J 1601 9th St SW	95-922-6350	Single Family Replace	Water Heater Replacement	\$1,300.00	\$26.00
WI033615	11/20/2023	Pitzen/Edward & Rose 509 1st St S	95-012-0420 Lot 3 Third Addition To Willmar	Reroofing Residential Add/Alter	Residential Reroof	\$2,500.00	\$1.25

Issued Dates: 11/1/2023 to 11/30/2023
Report Name: Monthly External Permits Report
Permit Type(s): Building, Mechanical, Plumbing

City of Willmar
Monthly External Permits Report

Printed: 12/5/2023
Page: 4

Permit #	Issued Date	Owner and Site Address	Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
Count:	35			Totals:	\$1,008,783.00	\$7,869.89
Year-to-Date Summary (1/1/2023 through 11/30/2023)						
Count:	1,176			YTD Totals:	\$57,213,884.00	\$606,260.46



City Council Action Request

Council Meeting Date:	December 18, 2023	Agenda Item Number:	5.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	No	Prepared By:	
Ordinance:	No	Presented By:	
Item:	Directors Reports		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Community Growth - Equity & Inclusion Directors Report
2. Finance Directors Report
3. Fire Department November 2023 Stats
4. Human Resources Update 12.13.2023
5. Information Systems Departmental Update (12-2023)
6. Parks & Recreation Directors Report
7. Planning & Development Report
8. Willmar Police Department Stats
9. Public Works Directors Report

Pablo Obregon
Director of Community Growth-Equity and Inclusion
December Report

December is a month of many holidays and celebrations, both religious and secular. Bright twinkly lights, cozy meals with family and friends and gift exchanges often bring hope and joy to many during this time of year. Whatever the reason for celebration, it's important to keep in mind that not everyone observes the same holidays. Here in Willmar, we have many traditions, a special shout out to the Light of the World display at Robins Island! Thousands of people from all walks of life, literally from all over the world is the stage of Willmar's diversity. The world has come to us, this little town of Willmar, each person, household, bringing and shining their lights and together we can shine our growth!

Here are some of the celebrations happening during December:

- December 1, World's AIDS day
- December 2, International Day for the Abolition of Slavery
- December 3, International Day of Persons with Disabilities
- December 7-15, Hanukkah (Jewish Celebration)
- December 10, Human Rights Day
- December 12, Dia de Guadalupe
- December 25, Christmas Day
- December 26- January 1, Kwanzaa
- December 31, New Year's Eve

So many celebrations, we may not observe them all and yet, each one is very important to different pockets of our city! I want to wish you all happy holidays and may we continue to grow peace and unity in our homes, neighborhoods, and city!

League of Minnesota Cities DEI Training: On December Wednesday 6th members of the Administration team and city directors received a Diversity Equity and Inclusion led by staff from the League of Minnesota Cities.

Martin Luther King Jr Event: January 15 at Ridgewater College Everyone is invited to join and remember the legacy of the Human Rights activist and champion Martin Luther King Jr. This event is a partnership of many local organizations and institutions. For more information and to register click [here](#)

With gratitude for our partnership.

Pablo



Pablo Obregon
Director of Community Growth (Equity and Inclusion)
E: pobregon@willmarmn.gov
DN: 320-214-5169 | M: 320-894-2346

Finance Department Departmental Update

November / December 2023

Enterprise ERP Upgrade (Financial Software)

Our software went live during the last week of November. All departments have been busy working with finance getting new invoices entered for payment with the new accounts payable practices. Staff are still busy working to get our last 3 years' history imported and balanced with our audited financial statements. We will also begin to transfer the current and next year's budget data to the new system.

Once the finance piece is implemented and working correctly, we will begin to work with capital assets. This will involve building new codes for work orders, maintenance and tasks that will be entered online.

I want to give thanks to the team in finance for their hard work and attention to detail as we transition to Tyler from the AS400.

Budget

The 2024 budget was presented at the Truth in Taxation hearing on December 4th. A final budget was adopted with a 2024 levy of \$10,185,308 which is a reduction of \$389,278 from the preliminary adopted budget. There were many conversations among departments looking for ways to trim budgets for next year, it was a team effort.

Earned Sick and Safe Leave (ESSL)

Beginning on January 1, 2024, full and part-time employees will begin to accrue ESSL. This is due to new legislation passed during the 2023 session at the State legislature. This is allowing those who may not have accrued sick time in the past to accrue sick time, particularly part time and firefighter staff. Staff have met with administration, human resources, and our payroll company to get rules and accrual profiles set up prior to the start of the new year.

Respectfully submitted,

Tom Odens

WILLMAR FIRE DEPARTMENT

MONTHLY CALLS FOR SERVICE

November 2023

Type of Call	November 2022	November 2023
Alarm Activations	9	9
Building Fires	0	1
Car Fires	2	1
Cooking Fires	3	2
Gasoline Spill	1	1
Grass Fires	2	0
Carbon Monoxide Incidents	1	5
Natural Gas Leak	1	6
Car Crashes	4	8
Smoke Scares	1	2
Mutual Aid	1	1
Stuck Child	3	1
Elevator Rescues	1	0

Current Month CFS: 37 First Responder Calls: 20

2023 YTD Fire Calls for Service: 331

2023 YTD First Responder Calls: 89 (Since start date of May 8, 2023)

2022 Calls for Service thru October: 349

Training:

November 2 -- Business Meeting

November 9 – Emergency Medical Responder refresher training

November 16 – TRT training

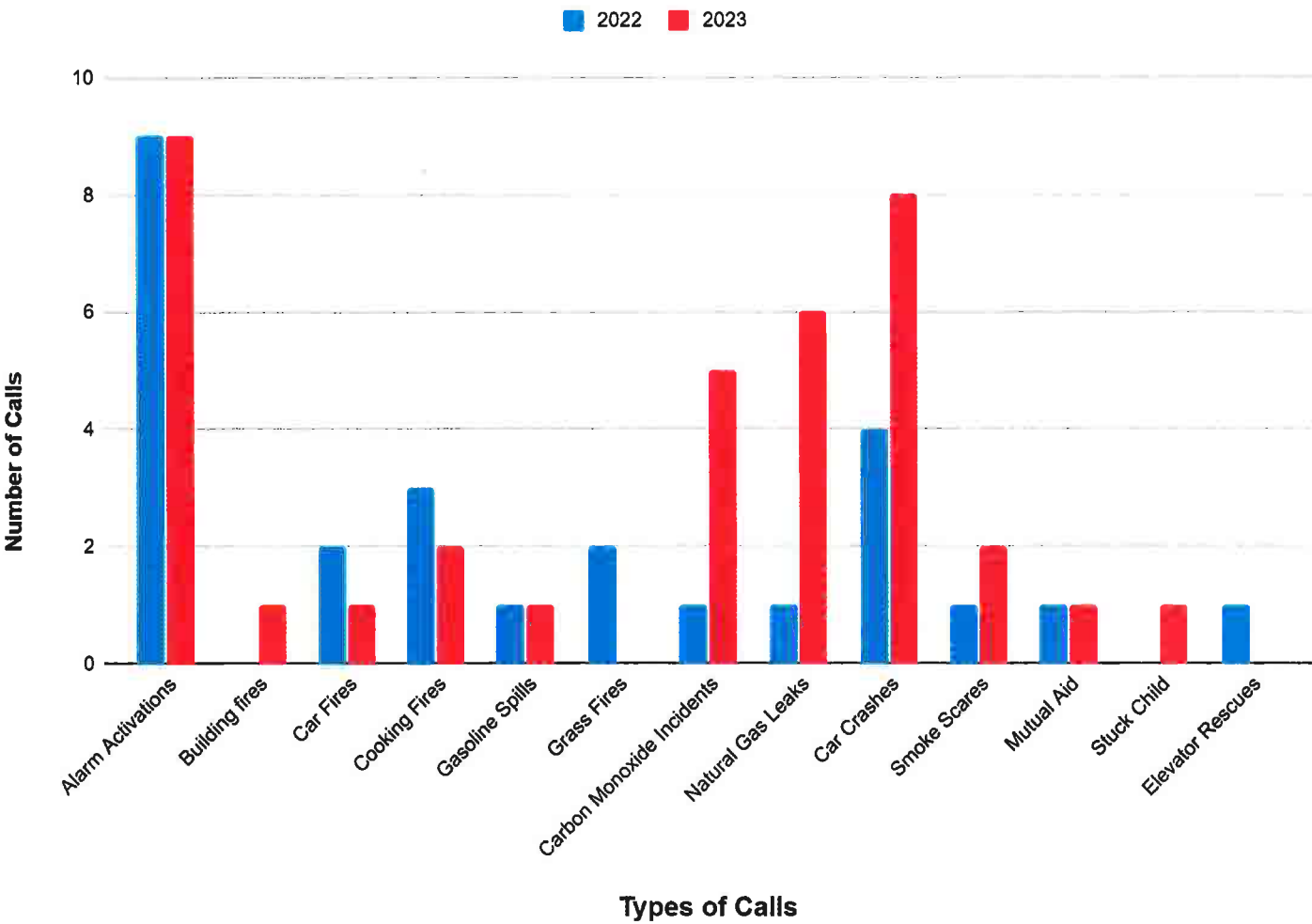
November 23 – Off Thanksgiving

November 30 – Officer testing and interviews

November Response Time: 6:09

YTD Response Time: 6:15

November Calls for Service 2022 & 2023



Human Resources Update - 12/13/2023

- Staffing Update: Recruiting continues for a couple of positions in November/December 2023:
 - Police Officers - Chief Felt is working with the Police Commission on filling these. Recruiting has been difficult as there are not many officers available or applying.
 - Administrative Assistant – PD – Replacement for Sue Edwards who will be retiring 1/5/2024.
- ESSL Policy Work with set-up in K-Pay – The legislative change for Earned Sick & Safe Leave (ESSL) for full-time and part-time employees is effective 1/1/2024. We are working with our software provider to be sure this new benefit accrual is set up for our part-time/seasonal/temporary employees. Making sure balances are available on pay statements, etc. We have a little more work to do specifically around tracking this benefit for firefighters. ESSL does not apply to council or election workers per the MN Department of Labor clarification.
- Annual Performance Evaluations for the year have been initiated for all employees to complete. We have set 1/31/2024 as the completion deadline. The Evaluation consists of an Employee individual review, a supervisor review and then a discussion to review, combining the two together. The discussion includes a look at 2023 goals progress, as well as 2024 goal setting and to talk about any training needs to accomplish job metrics.
- Classification/Compensation Study - Administration and Human Resources have been working on providing information around the proposed City-wide base pay schedule to each collective bargaining unit and unrepresented employees. We continue to be hopeful for a possible implementation of the Employee Base Pay Schedule to be effective as of December 17, 2023; pending Union approval & City Council final approval.

Information Systems Departmental Update

December 2023

Phone system

We finally were able to fully replace our aged phone system on September 18th. During this day, our external phone service provider was able to move our service from the old system to the new. This then allowed us to go fully live with the new system as soon as this process was completed. There were a few adjustments that had to be made, but we were able to take care of these on the fly. The system has been working great. We have since deployed the last part of the new phone system to the Police Department. Their cutover date to the new system will be December 21st. The new phone number for the Police Department is 320-235-3100, and the new fax number is 320-235-6737. I am excited for this date as we officially will have the entire city on one phone system.

Tyler software deployment

Our go live with the Tyler finance software has occurred. Chris and I have been assisting users with some issues here and there, but overall, it seems to be going well. I am confident this will help many processes become much more efficient.

Network upgrades

We have upgraded a lot of network hardware in the past couple of months. A lot of this gear goes unnoticed, but it is a crucial part to keeping everything up and running. It has been good to standardize a lot of equipment so we can make sure everything is running as efficiently as possible. We also now are able to monitor our gear to make sure everything is up. If something goes down, we are notified right away so that we can respond as soon as possible.

Fire Department Training Room

The A/V system at the Fire Department in the Training Room was replaced last week. There are now two large TVs, instead of a projector. This will help ensure everyone in the room sees what's on the screen from where they are. We also now have the capability to wirelessly present material onto the screen from anywhere in the room. I am planning next year to install a video conferencing solution (the same as what's in the Community Room at the Civic Center) in the space to further increase the capabilities of the room.

Please reach out to me if you have any questions or would like more detail on anything!

Submitted by Jonah Johnson, Information Systems Coordinator



2707 ARENA DRIVE
WILLMAR MN 56201
320-235-1454
WILLMARPARKS-REC.COM

October/November/December

Youth Programming:

- We are in the final week of youth football for both flag and tackle programs. Hosted youth football jamboree for the flag and tackle programs on Sept 23rd. Hosted Super Saturday for the 5th and grade 6th tackle football teams on Hodapp Field on Oct 7th. This was a huge success for the teams.
- Positive feedback from the parents about the youth football program
- Hosted an indoor movie on October 13th in the Events/Rec Center
- Working on implementing a player/parent/coach code of conduct for all sports
- Upcoming programming will include Sports Sampler, Rec Youth Hockey, Learn to Skate, Youth Volleyball Camp, Cardinal Basketball Camp, Youth Wrestling, and Youth Gymnastics will all start this month.
- Little Cardinal Basketball Camp- 77 Kids
- Saturday Sports Sampler- 13 kids
- Gymnastics- 42 kids in November
- Youth Hockey- 64 participants
- Learn to Skate- 58 participants
- Early Bird Wrestling- 35 participants
- Boys and Girls High School Tennis
- Youth Wrestling season- Will start in January
- Volleyball camp- 44 participants
- High School Boys Intramural Basketball Season Starts in January
- Have created an email list with the pickleball players for better communication
- Scheduling the Events/Rec Center to try to accommodate everyone's needs
- Open gym and Family open gym events are scheduled for Saturday and Sundays
- School's Out Day Camp for Dec 27-29th at the Events/Rec Center
- New Adaptive programming will start in Jan called Young Athletes

Adult Programming:

- The new double header adult softball league went very well for its first season.
- Events/Rec is busy daily with pickleball being played.
- The bikes of the bike share program are in storage for the season.
- Adaptive programming went well for this fall, new programming will happen this winter.
- Fall softball finished in October. Klein Tree Service won our postseason tournament.
- There weren't too many issues with the behavior of teams. All issues were able to be resolved at the fields between myself and the umpires.
- We have talked to several players about helping build up our umpire pool for next year and found some interest there. This is a common issue we have, finding officials.
- We are 4 weeks into the Adult Hockey season. We have 111 players participating on 7 teams.

- The league has been very balanced, and we have yet to have any disciplinary issues.
- My staff has incorporated playing music before and between games to help build up the environment, which has received a lot of positive feedback.
- Co-Rec and Women's-Volleyball leagues are up and running we have 23 teams this season
- Men's Basketball season starts in December.
- Hosted 2nd Annual Paddle Battle pickleball tourney, Dec 9th. Over 60 teams and 100 players.

Facilities:

- The Cardinal Arena and Blue Line Area both have ice on. Warhawks have started games. Hockey Association is in full swing and High School Hockey will start at the end of October.
- Hosted several events in the Events/Rec Center- private parties, quilt show with a wedding expo and craft show in November.
- The turf fields hosted several youth football practices, games, and high school soccer matches- Hosting section soccer games this season.
- Shelters #1, Hilltop Shelter, and Rice Shelters are closed for the season. The Four Seasons and Guri Shelter are still able to be rented throughout the winter.
- Took members of the Public Works staff to tour Dassel Baseball Field to get a better understanding of field maintenance.
- Applied for a \$5,000 grant from SEED, to offset the cost of the electrical work for the new scoreboards that will be installed later this month at the Civic Center Softball/Baseball Complex.
- Dorothy Olson Aquatic is winterized for the season.
- Field maintenance of our baseball and softball fields continues to happen with aerating, top dressing, and seeding.
- Public Works is putting the final touches to the berm project at Elise Klemmetson Field- Staining the retaining wall and working on the fence.
- Hosted the Willmar Hockey Association Bantam tournament on Nov 17-19, 10/12U Girls Hockey Dec 8th-10th.
- Hosted the Wedding Expo on November 17th-19th in the Events/Rec Center
- The craft show was a huge success that we hosted on December 1st-3rd.
- Open Skate and Open Hockey will be offered during the holiday break,

Community Center:

Fall is in the air at the Community Center this week! We kicked off the week with a fall lantern-making craft, and hosted a few small meetings that night, Sons of Norway Lodge held their monthly meeting with a guest to share about their traveling adventures through Norway!

ELKS Dances are back! They will be resuming monthly now through the month of May!

Weekly senior club and drum circles are also taking place in the facility.

We kicked off our school year Community Kids program! This program will be meeting 2 times a month through May!

We are continuing to welcome Fall in, hosting our monthly Little Art Session! This month's theme is Halloween, spooky, pumpkins, and Charlie Brown! This weekend is also the return of the monthly Square Dance Club! Meetings this week with a potential group from Ridgewater renting the woodshop for a

project to do, Halloween event planning with participating groups, and continual sorting through Holiday Boutique registrations! We are nearing full for this event already!

Held our monthly bingo night and last night stationed at the mall! Both were spooktacular!

We saw over 250 cars and nearly 500 kids at our Halloween drive-thru event! I enjoyed including the other user groups and feel it was fun for them too

Our dog's Halloween party also saw 15 pups and great costumes.

The start of November consisted of quilting groups completing month 10 of their pattern book! Will be beautiful when completed in December!

We had Aging Wisely with guest Korey Klebe from Prairie Woods Environment Center.

Held our kid's kitchen program where we made a hotdog mummy and caramel apples!

Our newsletter for the month of November has been in the works to be distributed to the town and we launched orders for our holiday kits on Wed! Anticipating another good year of orders!

Gearing up for a busy holiday season, as preps for upcoming holiday boutique layout and planning takes final shape! As well as getting kits ready to go out in early December. We hosted our vet's coffee, and guest speaker Bill Bentson to talk about his trip through the book, Little Minnesota.

Hosted our Holiday Boutique on Dec 2nd, in addition to regular programs including Book club, LAG session, NAPs, Bingo night, drum circle, & and monthly court whist tourney. As well as our community kids programming.

We have been accepting the holiday craft kit orders and have seen about 50 orders come through so far for all 4 of the offered crafts. Anticipate that to continue to grow as the holiday season goes on.

Planning for the new year and winter newsletter/catalog have made good strides this week. As well as distribution of the December newsletter to the community.

Other Items:

- Continue to work on getting the necessary documentation for the DNR trailhead grant.
- Finalizing the Invest in Willmar contingency dollars report with the Finance Department.
- Visited with E-Sport group about potential E-Sports coming to Willmar- Video game headquarters.
- Visited with the YMCA about programming.
- I have standardized using EZ-Leagues for all our sports leagues and am working to make it accessible with QR codes around our facility.
- Open the recruitment for new Parks and Recreation Board members- we will have two spots to fill. Doug Doering and Jeff Newberg have applied.

Planning & Development Director's Report

December 2023

Staff

Thank you for your service!

- Lynn Shuldes' 4th Year work anniversary.

Recently, the Planning & Development department staff completed 1-on-1 meetings and held a group huddle with the Director to discuss the following:

- Current Workplan
- Recurring Meetings
- Support Needed
- Technology Needs
- Process Maps
- Improvements to Processes and Procedures
- Preliminary 2024 Workplan
- Professional Development

The department agrees to continue having meetings in 2024 and finds them to be beneficial to serve the public more efficiently.

Board + Commission

The department of Planning and Development will launch an advertising campaign seeking members for the Board of Zoning Appeals and Planning Commission. Currently, the Zoning Appeals needs six more members to comply with our ordinance.

The Planning Commission will resume on Wednesday, January 3, 2024. As of November 21, 2024, two new members were appointed to the commission: *Gary Newberg and Bobby Poe, Jr.*

Permitting

- Residential
 - Two new residential home permits were issued in October and November...\$189,892 valuation on one and \$333,878 on the other
 - (9 total for the year with a total valuation of \$2,403,319.00)
- New Commercial permits of note...
 - CentraCare/ACMC will be doing a \$2 million-dollar renovation.
 - CentraCare/Family Practice Medical Center will be doing a \$1.4 million dollar renovation to the 2nd floor.
 - Golf Simulator business going into the old Herbergers Home Store location at the Uptown Mall... \$425,000 valuation.
 - Corner Home Medical will be remodeling the old Habitat Restore on 1st Street - \$120,000 valuation.
 - Preferred Roofing is building a new shop at 116 25th St SE - \$560,000 valuation
 - Preserve on 24th Phase Two permits have been issued for 503 & 603 24th Ave SE. Each with a \$3.5 million dollar valuation

2024 Workplan Topics

- Case Management
- Comprehensive Plan
- Engagement Framework
- Housing Strategy
- Zoning Ordinances

Willmar Police Department

Monthly Calls for Service Statistics

Title	November 2022	November 2023
911 Hang Up	14	14
Abandoned Vehicles	94	40
Agency Assist	52	48
Alarm	42	32
Alcohol Offense	7	7
Animal	35	44
Assault	17	11
Burglary	3	2
Child Custody Dispute	3	5
Crash	55	54
Criminal Damage To Property	19	11
Disorderly	27	19
Domestic	33	22
Drugs	16	5
Family Service	74	77
Fight	6	4
Fraud	6	10
Gun Permits	13	17
Harassment	24	22
Information	18	7
K-9 Assist	0	0
Lost And Found	51	34
Mental Issues	6	57
Missing Person	21	27
Motorists Assist	12	11
Neighborhood Disturbance	18	18
Public Assist	131	131
School Related Incidents	19	33
Sex Crimes	5	7
Sudden Death/Bodies Found	2	0
Suicidal Person	11	5
Suspicious	62	67
Theft	52	57
Traffic Complaint	31	34
Traffic Stop	189	315
Trespass	11	16
Warrant Service	24	15

Current Month CFS:

1342

YTD Calls for Service:

15398

2022 Month CFS:

1283

(Some minimal CFS
categories not shown)

PUBLIC WORKS DIRECTOR REORT – DECEMBER 2023

Street Projects

Gorton Ave/18th St/20th St – The 2023 construction season has come to an end. 2024 work will include the lop wearing layer of asphalt, the path, and reconstruction on the west end of Gorton. Temporary mulch has been put on the lawn areas for coverage over the winter. This is only temporary and not the final seeding. Next year, the final topsoil grading and seeding will be completed. Punch list items will be done at this time as well.

Irene Ave/Augusta Ave/Mary Ave – As with Gorton, the 2023 construction has come to an end. The first layer of asphalt has been placed and all topsoil grading has been done as well. The seeding in this area has been completed. It will remain dormant over the winter months and will germinate in the springtime. Punch list items will be done in 2024 as well.

City staff also worked in collaboration with Bolton & Menk to apply for a \$1.5 million Local Road Improvement Grant for our proposed Business 71 road construction project. Along with writing and submitting the grant, staff solicited letters of support from various businesses/organizations in the City to garner support for this project. We should hear more about grants being awarded in March of 2024. This was a great collaboration effort between our two organizations.

Wastewater

- Daily duties for plant operations.
- Daily sampling and testing for BOD's, TSS, Ammonia, Phosphorus, and pH as required by our NPDES permit.
- Submitted the monthly EDMR to the MPCA.
- JOTS billing and Hauled-in waste billings.
- Cleaned and inspected AST 2.
- Calibrated and verified influent and effluent flow meters.
- Finished hauling biosolids to MPCA approved fields.
- Inspected southern interceptor sanitary sewer line and JOTS force main.
- Monthly generator runs at multiple lift stations and the plant.
- Cleaned Minn west, Radio, Westwood and Country Club lift stations.
- Sara attended the MN Center for Environmental Advocacy's webinar on PFAS in Minnesota's wastewater.
- Submitted comments to the MPCA on our draft NPDES permit.
- Attended Regional Sustainable Development Partnership board meeting.
- Reviewed quarterly monitoring reports from hauled-in waste sources.
- Reviewed 2023 biosolids sampling results.
- Social media posts in stormwater and wastewater.
- Attended 2023 Great Lakes PFAS Summit.
- Created 2024 sampling schedule for lab staff.

Public Works Department

- Sewer line maintenance with Jetter truck. Responded to 3 different sewer backups in the last month. 1 being a “city line” blockage and the other 2 were private issues.
- Swept most of Nov. with two sweepers: Total of 1500 hoppers between Oct.- Dec. Approx. 3760 cubic yards of mainly leaves. For reference, last year we had a total of 1700 total hoppers for the entire year. It has been a good year for picking up leaves!
- Finished street patching areas that needed to be repaired from gravel cuts.
- Removed all pickleball and tennis nets for the season.
- Assisted with hanging the shooting stars at the Celebrate the lights.
- Hung the new holiday banners downtown.
- Used the Vac truck to remove sediment from our storm water interceptors.
- Removed old playground equipment from Sperry Park. We also prepped and dormant seeded the area.
- Removed all picnic tables that need repair from the parks. This will be done inside our shop as time allows during winter months.
- Cleaned and put away all mowing, baseball, and “summer use only” equipment for the season.
- Removed and disposed of the wastewater testing building from behind the dog park.
- Repainted and repaired all necessary “Thin Ice” signs.
- Hauled Cold mix back to the shop for future use.
- We hired three operators and one mechanic this year which has led to many changes with our snow removal duties. Time has been spent training and learning these new roles along with any other operators that are moving into a new snowplow route.
- We have started tree removal. We anticipate removing approximately 80-100 trees.
- We have started tree trimming for the year and this an ongoing process throughout the city.
- Ben Saunders is currently enrolled in the L.E.A.D Program.
- John Jones attended continuing education for his plumbing license.
- Todd Larson and Darin Niemeyer attended class to continue their mosquito spraying license.
- Jason Thorson is currently working on obtaining his Class A driver’s license.
- Kyle, Ben, and Paul attended tree inspector class in early November. Paul was recertified as a Licensed Tree Inspector for the City.

City Hall/Auditorium

General maintenance and cleaning are being performed daily. New gaskets were needed to fix a leak on one of the auditorium’s heat circulation pumps. An air exchange blower system at city hall also needed a new motor.

My genuine appreciation goes out to the entire staff for their continued help and support. I am happy to be part of a great team here at the City of Willmar.

Respectfully

Justin DeLeeuw – Public Works Director

**WILLMAR MUNICIPAL UTILITIES
ELECTRIC DIVISION
OCTOBER 2023**

	Month Amount	Month Budget*	YTD Amount	YTD Budget*	Prior YTD Amount
Operating Revenues					
Residential	\$553,540	\$672,613	\$6,901,833	\$6,726,131	\$6,809,843
Commercial/Industrial	\$1,498,355	\$1,630,015	\$16,411,383	\$16,300,145	\$16,125,447
Energy Acquisition/Fuel Adj	\$0	\$0	\$0	\$0	\$0
City Franchise Fee	\$225,906	\$219,983	\$2,465,555	\$2,199,825	\$1,921,457
Transmission	\$276,802	\$237,377	\$2,446,921	\$2,373,768	\$2,535,395
Miscellaneous	\$111,999	\$72,424	\$694,186	\$724,238	\$605,059
Total Operating Revenues	\$2,666,603	\$2,832,411	\$28,919,878	\$28,324,108	\$27,997,202
Operating Expenses					
Production	\$9,496	\$27,872	\$231,048	\$278,723	\$172,385
Purchased Power	\$1,079,117	\$1,340,640	\$13,676,681	\$13,406,399	\$12,384,803
Transmission	\$379,510	\$352,718	\$3,914,457	\$3,527,180	\$3,491,701
Distribution	\$249,646	\$146,476	\$1,067,098	\$1,464,764	\$1,185,744
Customer Service	\$25,972	\$24,916	\$150,170	\$249,164	\$129,154
Energy Services	\$3,328	\$11,355	\$93,054	\$113,553	\$75,706
General & Administrative	\$223,846	\$215,566	\$2,029,537	\$2,155,658	\$1,818,529
Depreciation	\$176,826	\$168,051	\$1,735,231	\$1,680,505	\$1,645,017
Total Operating Expenses	\$2,147,741	\$2,287,595	\$22,897,278	\$22,875,947	\$20,903,038
Operating Income					
Other Income	\$109,053	\$39,154	\$1,076,738	\$391,541	\$523,957
Other Expense	-\$172	-\$542	-\$692	-\$5,417	-\$2,323
Net Earnings	\$108,881	\$38,612	\$1,076,045	\$386,124	\$521,634
Cash Payment to City	\$179,383	\$178,070	\$1,793,833	\$1,780,702	\$1,793,833
Retained Earnings	\$448,360	\$405,358	\$5,304,812	\$4,053,583	\$5,821,964

* The Monthly & YTD Budget Amounts are Annual Budget divided by 12.
Seasonal energy rates will cause actual to be different than budget during the early part of the year, but will catch up over the higher summer months.

Notes: Total Operating Revenues are about \$595,000 over our budget forecast for the year. Expenses are about \$21,000 over our budget forecast and Retained Earnings are about \$1,250,000 over our budget forecast.

**WILLMAR MUNICIPAL UTILITIES
WATER DIVISION
OCTOBER 2023**

	Month Amount	Month Budget*	YTD Amount	YTD Budget*	Prior YTD Amount
<i>Operating Revenues</i>					
Residential	\$178,919	\$207,342	\$2,101,186	\$2,073,418	\$1,775,806
Commercial/Industrial	\$209,859	\$213,869	\$2,376,120	\$2,138,694	\$1,787,292
Miscellaneous	\$4,305	\$4,683	\$113,522	\$46,833	\$103,660
Total Operating Revenues	\$393,083	\$425,895	\$4,590,828	\$4,258,945	\$3,666,758
<i>Operating Expenses</i>					
Production & Distribution	\$125,992	\$115,991	\$966,217	\$1,159,908	\$1,045,549
Customer Service	\$14,031	\$8,298	\$89,009	\$82,975	\$80,338
General & Administrative	\$67,136	\$69,752	\$603,255	\$697,521	\$558,436
Depreciation	\$29,642	\$40,296	\$297,893	\$402,958	\$246,211
Total Operating Expenses	\$236,801	\$234,336	\$1,956,375	\$2,343,363	\$1,930,535
<i>Operating Income</i>					
Other Income	\$11,901	\$3,527	\$111,931	\$35,266	\$48,050
Other Expense	\$0	-\$58,792	\$0	-\$587,917	\$0
Net Earnings	\$11,901	-\$55,265	\$111,931	-\$552,651	\$48,050
<i>Retained Earnings</i>					
	\$168,183	\$136,293	\$2,746,384	\$1,362,932	\$1,784,274

* The Monthly & YTD Budget Amounts are Annual Budget divided by 12.
Seasonal energy rates will cause actual to be different than budget during the early part of the year, but will catch up over the higher summer months.

Notes: Total Operating Revenues are about \$331,000 over our budget forecast for the year. Expenses are about \$386,000 under our budget forecast and Retained Earnings are about \$1,380,000 over our budget.

WILLMAR MUNICIPAL UTILITIES
ALL DIVISIONS
OCTOBER 2023

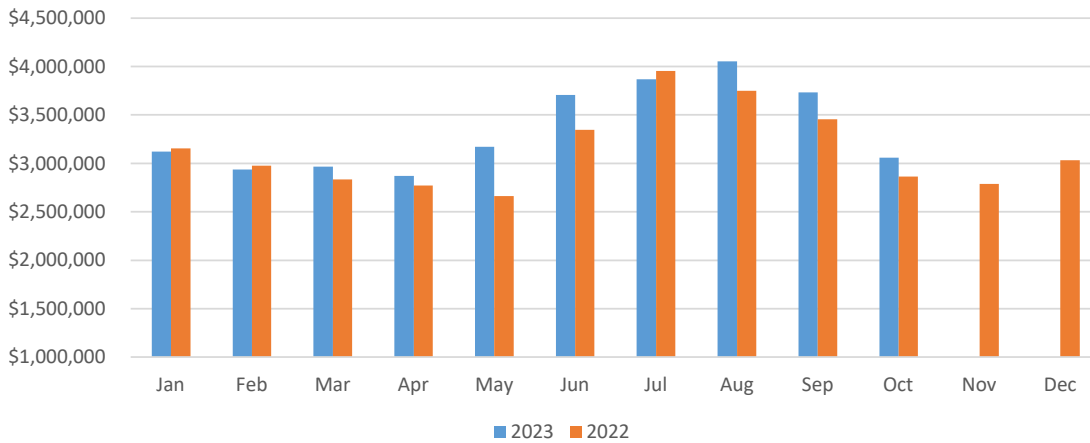
	Month Amount	Month Budget*	YTD Amount	YTD Budget*	Prior YTD Amount
<i>Operating Revenues</i>					
Residential	\$732,458	\$879,955	\$9,003,019	\$8,799,548	\$8,585,649
Commercial/Industrial	\$1,708,214	\$1,843,884	\$18,787,503	\$18,438,839	\$17,912,739
Energy Acquisition/Fuel Adj	\$0	\$0	\$0	\$0	\$0
City Franchise Fee	\$225,906	\$219,983	\$2,465,555	\$2,199,825	\$1,921,457
Transmission	\$276,802	\$237,377	\$2,446,921	\$2,373,768	\$2,535,395
Miscellaneous	\$116,305	\$77,107	\$807,708	\$771,072	\$708,719
Total Operating Revenues	\$3,059,686	\$3,258,305	\$33,510,706	\$32,583,053	\$31,663,960
<i>Operating Expenses</i>					
Production	\$9,496	\$27,872	\$231,048	\$278,723	\$172,385
Purchased Power	\$1,079,117	\$1,340,640	\$13,676,681	\$13,406,399	\$12,384,803
Transmission	\$379,510	\$352,718	\$3,914,457	\$3,527,180	\$3,491,701
Distribution	\$249,646	\$146,476	\$1,067,098	\$1,464,764	\$1,185,744
Water Production & Distribution	\$125,992	\$115,991	\$966,217	\$1,159,908	\$1,045,549
Customer Service	\$40,003	\$33,214	\$239,180	\$332,139	\$209,493
Energy Services	\$3,328	\$11,355	\$93,054	\$113,553	\$75,706
General & Administrative	\$290,982	\$285,318	\$2,632,792	\$2,853,179	\$2,376,964
Depreciation	\$206,468	\$208,346	\$2,033,125	\$2,083,463	\$1,891,228
Total Operating Expenses	\$2,384,542	\$2,521,931	\$24,853,652	\$25,219,309	\$22,833,573
<i>Operating Income</i>					
Other Income	\$120,954	\$42,681	\$1,188,668	\$426,807	\$572,007
Other Expense	-\$172	-\$59,333	-\$692	-\$593,333	-\$2,323
Net Earnings	\$120,782	-\$16,653	\$1,187,976	-\$166,527	\$569,684
Cash Payment to City	\$179,383	\$178,070	\$1,793,833	\$1,780,702	\$1,793,833
<i>Retained Earnings</i>	\$616,542	\$541,652	\$8,051,196	\$5,416,515	\$7,606,238

* The Monthly & YTD Budget Amounts are Annual Budget divided by 12.
Seasonal energy rates will cause actual to be different than budget during the early part of the year, but will catch up over the higher summer months.

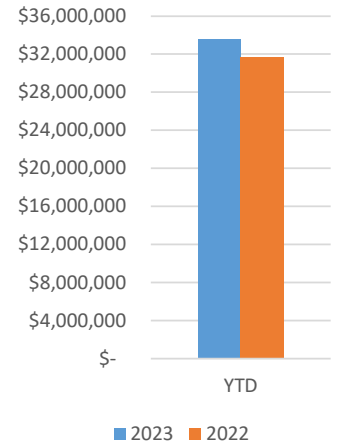
Notes: Overall, Retained Earnings are about \$2.6 million over our budget forecast for the year.

**WILLMAR MUNICIPAL UTILITIES
ALL DIVISIONS
OCTOBER 2023**

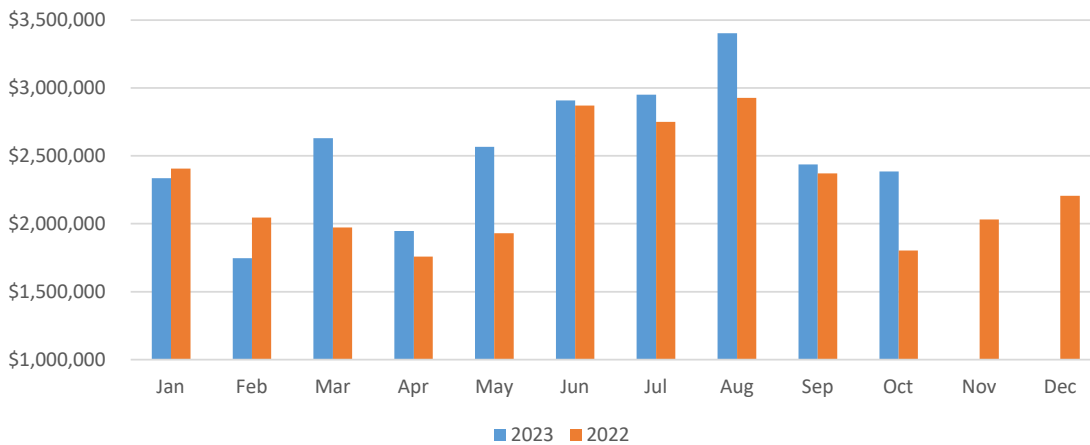
Revenues



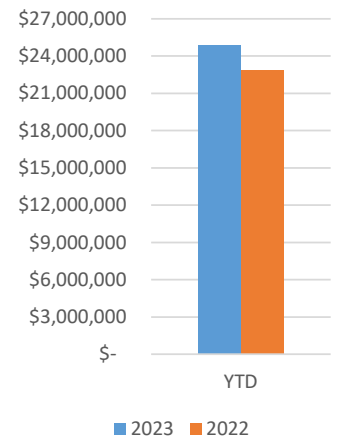
Revenues



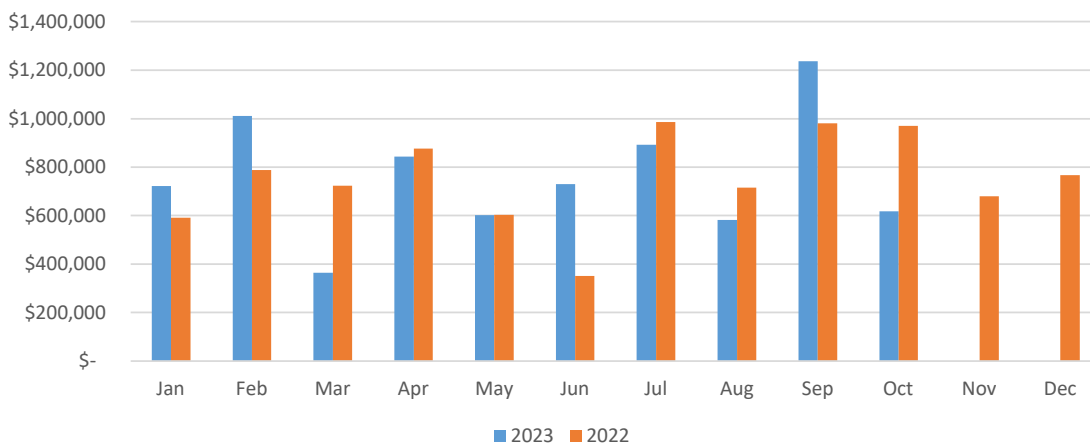
Expenses



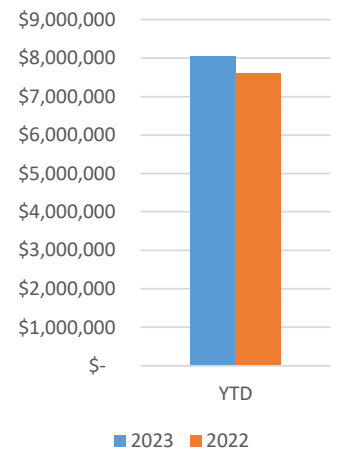
Expenses



Retained Earnings



Retained Earnings





City Council Action Request

Council Meeting Date:	December 18, 2023	Agenda Item Number:	5.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	No	Prepared By:	
Ordinance:	No	Presented By:	
Item:	Review Pioneerland Board and Main Street Board applicant		

RECOMMENDED ACTION:

For Council Review

OVERVIEW:

Dayling Munoz - Pioneerland Library System Board, three-year term

Christopher Radel - Willmar Main Street, three-year term

BUDGETARY/FISCAL ISSUES:

N/A

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. PIONEERLAND LIBRARY SYSTEM BOARD - DAYLING MUNOZ
2. WILLMAR MAIN STREET - CHRISTOPHER RADEL

APPLICATION FOR APPOINTMENT TO CITY BOARD/COMMITTEE/COMMISSION ('22)

Print

Submitted by: Dayling Munoz

Submitted On: 2023-12-08 12:44:05

Submission IP: (47.12.57.156)
proxy-IP (raw-IP)

Status: Open

Priority: Normal

Assigned To: David Hillenbrand

Due Date: Open



★ **CITY OF WILLMAR**

APPLICATION FOR APPOINTMENT TO CITY BOARD/COMMITTEE/COMMISSION

333 Southwest 6th Street, Willmar, MN 56201 | 320-235-8311 | Fax: 320-235-4917

Please indicate the Board/Committee(s)/Commission(s) to which you are interested in being appointed. You may select more than one.

*** Please indicate the Board/Committee(s)/Commission(s) to which you are interested in being appointed. You may select more than one.**

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

APPLICANT INFORMATION

12/14/23, 8:58 AM

Revize Online Forms

Date	* First Name	* Last Name
12/08/2023	Dayling	Munoz

Format: MM/DD/YYYY

* Address	* City
2312 Richland Dr SW	Willmar

* Phone	* Email
3134218860	dayling80@hotmail.com

PhoneEmail

* What prompted you to make application for a citizen committee?

I truly believe in citizen participation and involvement.

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

Libraries are vital for any community. No matter your age or background you don't only find books, you find ideas , resources and different classes.

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

My background is in Human Resources and recently as a translator/interpreter (Spanish) for families needing the support at MACCRAY.

* List your educational background

Bachelor Degree in Industrial Relations

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

I am a board member with the League of Women voters of the Willmar Area

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

I am an Interpreter/Translator for MACCRAY Public Schools in Clara City.

APPLICATION FOR APPOINTMENT TO CITY BOARD/COMMITTEE/COMMISSION ('22)

Print

Submitted by: Christopher Radel

Submitted On: 2023-12-11 15:27:23

Submission IP: (47.44.75.130)
proxy-IP (raw-IP)

Status: Open

Priority: Normal

Assigned To: David Hillenbrand

Due Date: Open



★ **CITY OF WILLMAR**

APPLICATION FOR APPOINTMENT TO CITY BOARD/COMMITTEE/COMMISSION

333 Southwest 6th Street, Willmar, MN 56201 | 320-235-8311 | Fax: 320-235-4917

Please indicate the Board/Committee(s)/Commission(s) to which you are interested in being appointed. You may select more than one.

*** Please indicate the Board/Committee(s)/Commission(s) to which you are interested in being appointed. You may select more than one.**

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

APPLICANT INFORMATION

Date	* First Name	* Last Name
12/11/2023	Christopher	Radel
Format: MM/DD/YYYY		
* Address		* City
2920 15th Ave NW		Willmar

* Phone 320 235 6729 Phone	* Email chrisradel@gmail.com Email
--	--

* What prompted you to make application for a citizen committee?

I thought it would be a great opportunity to give back to the community.

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

I want to participate in the improvement and success of downtown Willmar, its inhabitants, businesses and culture as a whole. I think that my skills and experience specifically in running a business, handling budgets, connections with various groups in the community and vision for building a better Willmar make me a great candidate for this board.

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

I lived in South America and am fluent in Spanish and have also traveled around the world including spending 7 years of my life in China. This experience provides a ton of insight of working with different people and cultures. I am currently the secretary of WillmarFests, co-chair of Willmar Bikes, and volunteer my time in many organizations throughout Kandiyohi County.

* List your educational background

I graduated from Willmar High School, and St John's University with a bachelor's degree in political science with a focus on International Relations. I've also studied abroad in both Argentina and China.

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

Rotary, WillmarFests, New London Food Co-op, Willmar Bikes, Willmar Ped and Bike committee.

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

Kandiyohi Power Cooperative- 8605 47th St NE Spicer, MN 56288



City Council Action Request

Council Meeting Date:	December 18, 2023	Agenda Item Number:	9.A.
Agenda Section:	Regular Business	Originating Department:	Fire Department
Resolution:	Yes	Prepared By:	Frank Hanson, Fire Chief
Ordinance:	No	Presented By:	Frank Hanson, Fire Chief
Item:	Purchase of new ladder truck		

RECOMMENDED ACTION:

For the City Council to approve the purchase of a new fire ladder truck and to enter into a contract with Rosenbauer Minnesota, LLC for the purchase price of \$1,732,825.

OVERVIEW:

This ladder truck would replace the 1999 ladder truck. The current ladder truck is on a 25-year replacement schedule. This truck is beginning to show its age. Over the last several years there have been several mechanical problems with this truck. We are finding that as parts need replacing, they are harder to find and some have had to be retro fitted to work. This truck is used all over in the county as well as in towns outside the county for mutual aid requests.

BUDGETARY/FISCAL ISSUES:

The total purchase price for the ladder truck is \$1,732,825, build time is approximately two years. There is an expected price increase of 6% on January 1, 2024 (an increase of \$103,970). The purchase is broken down into 3 different payments. The first payment would be approximately \$490,102., when the chassis arrives (January 2025). The second payment of approximately \$440,464 is due when the aerial arrives (3-4 months after the chassis). The final payment (at time of delivery) would be approximately \$802,259 (2026). Because of the city making payments during the build of this truck, there is a discount of approximately \$27,404 which would be used for additional equipment needed that could not be transferred from the old ladder truck. The city will sell the 1999 ladder truck after the new ladder truck is placed in service.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Resolution - Fire Ladder Truck Purchase
2. PROPOSAL PO 121223sah
3. WILLMAR COBRA AERIAL FORMAL BODY SPECS
4. WILLMAR COBRA AERIAL FORMAL CHASSIS SPECS
5. WILLMAR COBRA FORMAL AERIAL DEVICE PORTION SPECS

RESOLUTION NO.

**AUTHORIZATION APPROVING THE PURCHASE OF A FIRE LADDER TRUCK FROM
ROSENBAUER MINNESOTA, LLC FOR THE AMOUNT OF \$1,732,825.00 INCLUDING
ADDITIONAL EQUIPMENT NOT TO EXCEED THE AMOUNT OF \$1,732,825.00**

Motion By: _____

Second By: _____

BE IT RESOLVED, by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, the purchase of a fire ladder truck from Rosenbauer Minnesota, LLC for the amount of \$1,732,825.00 including additional equipment not to exceed the amount of \$1,732,825.00.

Dated this 18th day of December 2023.

MAYOR

ATTEST:

CITY CLERK



PURCHASE ORDER

Purchaser		SUPPLIER	
Purchaser:	City of Willmar	Contract #	FS12-23 For Years 2023-2027
Address 1:	333 6th St. SW	Supplier:	Rosenbauer Minnesota, LLC
Address 2:		Address 1:	5180 260th Street
City, State, Zip:	Willmar, MN 56201	Address 2:	PO Box 549
		City, State, Zip:	Wyoming, MN 55092

Purchase Order Number:		Delivery in Calendar Days:	660
Date:	12/12/2023	HGAC Product Code	

The amount in this proposal shall remain firm for a period of 16 days from the date of same.

Quantity	Description	Price	Price (Extended)
1	One (1) Rosenbauer Aerial, complete with Rosenbauer Commander chassis and Rosenbauer Cobra Platform per attached specifications.	\$1,732,825.00	\$1,732,825.00
	Note: HGAC administration fee included in price		
*Note: If chassis amount of \$490,102.00 is paid upon arrival at our plant in Minnesota, deduct \$18,821.00 each			
*Note: If aerial amount of \$440,464.00 is paid upon arrival at our plant in Minnesota, deduct \$8,583.00 each			
TOTAL			\$1,732,825.00

NOTES:	
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Rosenbauer Dealer :	General Safety Fire Apparatus
Salesperson:	Steve Harris
Signature:	

Purchaser:	City of Willmar
Print Name:	
Title:	
Date	
Signature:	



APPENDIX C CHANGE ORDER POLICY

This change order policy is intended to reflect the increased cost of changes which result in delayed deliveries, confused paperwork, poor production flow and increased potential of trucks being built to incorrect specifications. With your cooperation, changes can be kept to a minimum which means we will be able to reduce lead times, increase production and maintain costs which will benefit all of us.

Our objective is accurate, high quality and on-time deliveries exceeding our customer expectations.

Changes any time after the order is received may delay the quoted delivery date. Significant design or component changes will have the largest impact on the schedule and quoted delivery date. Changes that occur later in the process will also have the largest impact on the schedule and quoted delivery date.

All time fences are reference to contract execution date if not otherwise stated.

Change Window #1

All changes will be priced at standard pricing and specials will be priced through our normal process. Significant changes made to the vehicle during this time period may result in a delivery extension.

RBM Chassis	0-60 days
RBA Aerial	0-60 days
Rosenbauer Body	0-60 days

Change Window #2

All changes are subject to a 25% mark-up, as well as a \$250.00 change order processing fee. All changes are subject to factory review and may be denied due to engineering or lead time issues.

RBM Chassis	61-75 days
RBA Aerial	61-75 days
Rosenbauer Body	61-120 days

Change Window #3

All changes are subject to a 50% mark-up, and 50% restocking fee on deleted items, as well as a \$250.00 change order processing fee. All changes are subject to factory review and may be denied due to engineering or lead time issues. No major components can be changed at this time; major components are considered engine, transmission, axles, suspension, cab, frame (wheelbase), seats, water pump and water tank.

RBM Chassis	76-120 days
RBA Aerial	76-120 days
Rosenbauer Body	121-180 days

Change Window #4

Changes are not recommended at this time. Any changes requested will be priced on a time and material basis, as well as a \$500.00 change order processing fee. Any changes requested, and that are quoted to the customer, must be approved by the customer within three days or they will not be valid.

RBM Chassis	After 120 days
RBA Aerial	After 120 days
Rosenbauer Body	After 180 days

**Note: Any late change orders that are factory driven will be done at cost and no additional mark up or penalties will apply.*

BUYER INITIALS: _____

QUOTATION

General Safety Fire Apparatus

WILLMAR COBRA AERIAL FORMAL BODY SPECS

Exp. Date: 02/28/2023
Quote No: 10042-0066
Job/Order No: P8286
02/09/2023

Page 1

PART NO	S	QTY	DESCRIPTION
		1	== EXT Aerial Bid Prep Forms - 1042.022 10/14/22 ==
00-00-1100	S >	1	Information Request Form (Factory Required)
00-00-1300		1	Fire Department Name
00-00-1499		1	Overall Height Restriction, NONE
00-00-1509		1	Overall Length Restriction, NONE
00-00-1519		1	Overall Width Restriction, NONE
00-00-1529		1	Wheelbase Restriction, NONE
00-00-1539		1	Angle of Approach, NFPA Minimum, 8 Degrees
00-00-1549		1	Angle of Departure, NFPA Minimum, 8 Degrees
		1	NFPA Equipment Allowances
00-00-1620		1	NFPA Aerial/Quint Equipment Allowance 2500#
00-12-1100		1	Financial Stability Response
01-06-0560	< >	1	Electronic Stability Control --Supplied with the chassis.
02-03-0100		1	Quality Control (ISO Compliance)
		1	== EXT Aerial Warranties-BR - 1042.022 10/14/22 ==
01-16-0150	>	1	-- Warranty, Apparatus, Body Warranty, 1 Year
01-19-0460		1	-- Warranty, Body, Alum, Life-Time, Transferable
01-19-2450		1	-- Warranty, Subframe, Lifetime Alum, Transferable
01-20-1012		1	-- Warranty, Paint, AkzoNobel, 10 Year EXT
01-21-0150		1	-- Warranty, Lettering and Striping, 1 Year
01-17-0750		1	-- Pump Warranty, Waterous, 7 Years
02-14-6250		1	Plumbing Warranty, Stainless Steel SST, 10 Years
01-33-3100		1	-- Manuals, Body Complete, 1 Set Printed
01-33-5400		1	-- Manuals, Electrical , As Built Body, Digital Copy
02-90-0500	>	1	Chassis, Commander Custom
		1	== EXT Aerial - DC Elec System - ROSENBAUER ONLY - 1042.022 10/14/22 ==
56-01-1700	>	1	-- Siren, Elect, Whelen 295HFS2
56-02-1600		1	-- Spkr, F-S Dynamax, ES100C 100 Watt
56-02-1650		1	-- Spkr Grille, SST, "R"
56-03-1200		1	-- Spkr Lctn, Bumper, Rcscd, Left Side
56-06-0300		1	-- Siren, F-S, Q2B, Mech, Pedestal Mnted Q2B-01PSD Chrome
56-07-1900		1	-- Q2B Siren E-Master Interlock
56-07-1400	<	1	-- Siren Cntrl, F-S, Q2B, Officer's Side Foot Swtch --To be mounted down low on side of engine tunnel so side of officer's left boot will activate the siren.
56-08-1200	>	1	-- Bell, Chrome, South Park, With Eagle
56-08-1400		1	-- Bell Cntrl, Elec
57-02-4600	S < >	1	-- Lt Bar, Whelen, Freedom IV, F4NMINI, LED, 21.5" (Pair) >>Red / White driver side and Blue / White passenger side. --See attached pdf for lightbar layouts.

PART NO	S	QTY	DESCRIPTION
57-08-1210	< >	1	-- Trffc Emtr, GTT Opticom, Roof Mntd, 492H High-Priority, Wired to Park Brake --The emitter is to be sent to RNE with the chassis so they can mount it on the front of the basket.
57-10-0600		1	-- Lightbar Cntrl, with Master Warning Switch
58-71-2500		1	-- Wrn Lts, Whelen, Upper Rear, (2) 6RB Rota-Beam LED
57-20-5000		1	-- Wrn Lt, Drvr, Whelen, 6RB Red LED, Clear Lens, Ea
57-20-5003		1	-- Wrn Lt, Offcr, Whelen, 6RB Blue LED, Clear Lens, Ea
58-46-2000		1	-- Wrn Lts, Whelen, Upper Side Front (2) M6 LED
57-20-1228	<	1	-- Wrn Lt, Drvr, Whelen, M6, Split Red/Amber LED, Clear Lens, Ea --Red Forward.
57-20-1227	<	1	-- Wrn Lt, Offcr, Whelen, M6, Split Red/Blue LED, Clear Lens, Ea --Red Forward.
58-01-2140		2	-- Flange, Chrome, Wrn Lt, Whln, M6, Ea
58-61-2000		1	-- Wrn Lts, Whelen, Upper Side Rr (2) M6 LED
57-20-1228	<	1	-- Wrn Lt, Drvr, Whelen, M6, Split Red/Amber LED, Clear Lens, Ea --Red Forward.
57-20-1227	<	1	-- Wrn Lt, Offcr, Whelen, M6, Split Red/Blue LED, Clear Lens, Ea --Red Forward.
58-01-2140		2	-- Flange, Chrome, Wrn Lt, Whln, M6, Ea
58-03-6450		1	-- Wrn Lts, Whelen, Upper Wing, (2) 6RB Rota-Beam LED
57-20-5000		1	-- Wrn Lt, Drvr, Whelen, 6RB Red LED, Clear Lens, Ea
57-20-5003		1	-- Wrn Lt, Offcr, Whelen, 6RB Blue LED, Clear Lens, Ea
58-03-7320		1	-- Wrn Lts, Whelen, Inbrd Warn Lt, (2) 6RB Rota-Beam LED
57-20-5000		1	-- Wrn Lt, Drvr, Whelen, 6RB Red LED, Clear Lens, Ea
57-20-5003		1	-- Wrn Lt, Offcr, Whelen, 6RB Blue LED, Clear Lens, Ea
58-09-2000		1	-- Wrn Lts, Whelen, Intrsct (2) M6 LED
57-20-1228	<	1	-- Wrn Lt, Drvr, Whelen, M6, Split Red/Amber LED, Clear Lens, Ea --Red Forward.
57-20-1227	<	1	-- Wrn Lt, Offcr, Whelen, M6, Split Red/Blue LED, Clear Lens, Ea --Red Forward.
58-01-2141		2	-- Flange, Black, Wrn Lt, Whln, M6, Ea
58-26-2000		1	-- Wrn Lts, Whelen, Low Mid Bdy (2) M6 LED
57-20-1228	<	1	-- Wrn Lt, Drvr, Whelen, M6, Split Red/Amber LED, Clear Lens, Ea --Red Forward.
57-20-1227	<	1	-- Wrn Lt, Offcr, Whelen, M6, Split Red/Blue LED, Clear Lens, Ea --Red Forward.
58-01-2141		2	-- Flange, Black, Wrn Lt, Whln, M6, Ea
58-36-2000		1	-- Wrn Lts, Whelen, Low Rr Side (2) M6 LED
57-20-1228	<	1	-- Wrn Lt, Drvr, Whelen, M6, Split Red/Amber LED, Clear Lens, Ea --Red Forward.
57-20-1227	<	1	-- Wrn Lt, Offcr, Whelen, M6, Split Red/Blue LED, Clear Lens, Ea --Red Forward.
58-01-2141		2	-- Flange, Black, Wrn Lt, Whln, M6, Ea
58-81-2500		1	-- Wrn Lts, Whelen, Low Rr (2) 6RB Rota-Beam LED
57-20-5000		1	-- Wrn Lt, Drvr, Whelen, 6RB Red LED, Clear Lens, Ea
57-20-5003		1	-- Wrn Lt, Offcr, Whelen, 6RB Blue LED, Clear Lens, Ea
58-01-2241		1	-- Flange, Black, Wrn Lt, Whln, 600, Ea
50-08-1000	>	1	Elecal, Base, Multi-Plex, Weldon V-MUX Body

PART NO	S	QTY	DESCRIPTION
55-11-1100	>	1	-- Dr Open/Hazard Wrn Lt, w/Chassis
55-13-1065	>	1	-- V-MUX Dr Open, Isolation, Body Main Cmpt Doors, On Vista Screen w/Accessories
50-12-1092	>	1	Swth Panel, Multiplex, Chassis Supplied
50-15-1100		1	Batteries, With Supl'd Chs
50-15-3100		1	Battery Swth, Mstr Disconnect , Chs Sppld
50-15-5100		1	Battery Chrgr, Chs Supl'd
50-20-1300	>	1	Shore Power Inlet, KUSS Auto-Eject, W/Chassis
50-41-7100	>	1	Air Horns (2) 24" Round Hadley E-Tone
50-41-8140		1	Air Horn Location (2) Recess Mounted, Outboard, 1 Ea Side
50-43-1000		1	Air Horn Cntrl
50-43-2500		1	-- Air Horn Cntrl, Dual Lanyard Pull Cord
51-00-2410	<	1	-- 12V Dual USB Power Outlet, 5V 2.1A Output, Rr Crew Cab Cabinet >>On top of rear of engine tunnel cabinet
51-00-4010		1	-- Constant Power
51-05-6290		1	Lt, Engine Cmpt, Chassis Supl'd
51-05-6400		2	Lt, Pump Cmpt, 12 Volt LED With Swth
51-05-9000		2	-- Switch on Light Head
54-15-6040	S <	1	-- Scene Lt Actvtd, Front Scene, Driver & Offiicer VISTA --To activate the front-of-platform scene/brow bar (Aerial option #82-48-1060, Tip Lights, Platform, (1), FireTech HiViz FT-MB-2.18-FT-W).
52-01-1100		1	Back Up Alarm, w/Chassis
52-02-1110	<	1	Back Up Camera, Install Chassis Supl'd, EXT --The chassis supplied rearview camera is to feed to both Vista displays.
52-10-3100	>	1	Intercom System, FireCom 5100D Wired
52-10-3110	>	2	-- Headset, Intercom w/Radio PPT, FireCom, UH-51
52-10-3130	>	2	-- Plug In Module, Intercom Interior, FireCom ,HM-10
52-10-3120	>	4	-- Headset, Intercom ONLY, FireCom , UH-52
52-10-3130	>	4	-- Plug In Module, Intercom Interior, FireCom ,HM-10
52-10-3290	>	6	-- Hanger Hook - Headset
52-10-6120	>	1	-- Intercom, Interface Cable, Single Radio
52-15-1700	>	1	Radio, Fire, Install Cstmer Supl'd
51-00-1700		1	-- 12V Power/Ground, 30A, Radio Lctn
51-00-4000		1	-- Switched Power, Thru Master
52-15-1600		1	-- Radio Spkr, Fire, Supply/Install, Ea
53-01-1200		1	Marker Lts, LED, DOT Requirements
53-01-3000		1	Marker Lts, Flex Arm, Britax, Pair
53-03-0065		1	Whelen Rr DOT LED Ltng Pkg M6
53-03-2750		1	-- Tail/Brake Lts, Whelen, LED, M62BTT (Pair)
53-04-2750		1	-- Turn Signals, Whelen, LED w/ Arrow, M62T (Pair)
53-06-3550		1	-- Backup Lts, Whelen, LED, M62BU (Pair)
53-07-1110	S <	1	-- Tail Lt Bezel, 3 Lts, Whln M6, Black (Pair) --Black bezel.
53-05-1800		1	Turn Signals, Mid Bdy, LED Marker Lt (Pair)
54-01-1220		1	-- Ground Lts, Frt Bumper, LED, Whelen 3SC0CDCR, Pair
54-02-1100		1	-- Ground Lts, Cab, Supl'd w/Custom Chassis
54-03-1220		1	-- Ground Lts, Pump Panel, LED, Pr Whelen 3SC0CDCR
54-03-1420		1	-- Ground Lts, Mid Body, LED, Whelen 3SC0CDCR, Pair
54-03-1620		1	-- Ground Lts, Rr Step, LED, Whelen 3SC0CDCR, Pair
54-03-1820		1	-- Ground Lts, Bhnd Rr Wheels, LED, Whelen 3SC0CDCR, Pair

PART NO	S	QTY	DESCRIPTION
54-04-1999		1	-- Lt Swtch , Ground Lts w/ Park Brake
54-15-4610	>	6	Scene Lt, Fire Research, Spectra MAX, LED SPA260-Q20, Chrm, Surface Mount
54-15-5100		1	-- Scene Lt Lctn, Left Side Of Cab
54-15-5200		1	-- Scene Lt Lctn, Right Side Of Cab
54-15-5500		2	-- Scene Lt Lctn, Left Side Of Bdy
54-15-5600		2	-- Scene Lt Lctn, Right Side Of Bdy
54-15-6494		1	-- 3-Way Cntrl Swtch, Left Scene Lts, Driver & Officer VISTA/Pmp Pnl
54-15-6594		1	-- 3-Way Cntrl Swtch, Right Scene Lts, Driver & Officer VISTA/Pmp Pnl
54-15-4510	>	1	-- Scene Lt, Fire Research, LED SPA900-Q70, Surface Mount
54-15-6694		1	-- 3-Way Cntrl Swtch, Rr Scene Lts, Driver & Officer VISTA/Pmp Pnl
54-15-6700		1	-- Scene Lt Swtch , Rr Scene Lts, Auto w/ Reverse
59-01-0000		1	Miscellaneous Wrn Lts
59-02-1110	< >	1	-- Roto Ray Lt, Red-Clear-Blue, LED --Grille mount provision supplied with the chassis.
		1	== EXT Aerial Chassis Mods - ROSENBAUER - 1042.022 10/14/22 ==
10-01-1100	>	1	Vehicle Dimensions, Sngl Axle
10-02-1100		1	Label, Data, Fluid Levels
10-02-1200		1	Label, Data, Height x Length, Weight
10-02-1300		1	Label, Data, "No Ride" Rr Step
10-02-1400		1	Label, Data, Tire Pressure
10-02-2100		1	Label, Indicating Number of Seats
10-02-2500		1	Label, "Caution: Do Not Wear Helmet While Seated"
10-03-3102	<	1	Tow Devices, Supplied & Shipped Loose w/ Chassis, Install (Pair) >>Tow eyes mounted under
10-03-5100	>	1	Tow Eyes, Rr, Chrome 3"
10-04-0420		1	-- Front Bumpers, 4000, 2-Rib SST 12"H, S/S Wings
10-05-4224		1	-- Frnt Bmpr, 4000, 2-Rib SST 12"H, T/P Apron, SST Wings, 24" Extnsn
10-04-2550	< >	1	Full Width Hosewell --The well is to be between the bell and Q2B for storage of 200' of 1 3/4" FD supplied hose and nozzle.
10-04-3125		2	-- Bumper Cmpt, Frnt Bmpr, Velcro Straps, Pair
10-06-1652	>	1	Tire Pressure Indicator, Tndm Axle, Commander, RWTG1235, EXT
10-08-2100		1	Mud Flaps, Rr Whls, Blk, w/ Bdy
10-13-4100	<	1	-- Binder Storage Module, Cab, Custom Chassis, Rear Engine Tunnel, Sngl 2" --Mounted on engine tunnel running front to back just rearward of officer left elbow.
10-13-3540		1	-- Exterior Finish, Cabinet, To Match Cab Interior
10-13-3550		1	-- Interior Finish, Cabinet, Natural
10-18-6000	>	1	Cab Tilt Control, Cstm, Driver Front Cmpt or Pump Panel
10-19-2300		1	-- Air Brake Cmprsr, Supl'd w/ Chassis
		1	== EXT Midship Aerial Pump&Plumbing - 1042.022 10/14/22 ==
20-23-4200		1	-- Pump, Waterous, S100C20, 1 Stage, Midship
20-23-4130	>	1	-- Pump Flow Rtnng, Waterous, S100C20, 2000 GPM
22-24-1300		1	-- Intk, Gtd, 6" NST, 6" AKR Elec Vlv, LH Side, Bhnd Pnl, 9333 Cntrl
21-01-2500		1	-- Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn
22-41-5700		1	-- Cap, 6", Chrome Long Hndl
22-24-3300		1	-- Intk, Gtd, 6" NST, 6" AKR Elec Vlv, RH Side, Bhnd Pnl, 9333 Cntrl

PART NO	S	QTY	DESCRIPTION
21-01-2500		1	-- Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn
22-41-5700		1	-- Cap, 6", Chrome Long Hndl
20-26-2200		1	-- Pump Seal, Mech, Waterous
20-26-2300		1	-- Pump Impeller, Waterous, Standard Hubs
20-26-2600		1	-- Pump Anode, Waterous, Removable
20-26-3050	<	1	-- Pump Manufacturer's Pneumatic Pump Shift
			--Mounted on the side of the Havis
20-29-1200	>	1	-- Primer, Trident Air Primer, Automatic
20-29-1250		1	-- Primer Control - Main Pump Rocker Switch
27-10-4550		1	-- Pressure Gvrnr, Class 1, TPG+, w/Bdy #119650
		1	STAINLESS STEEL PUMP PLUMBING *
21-00-2000		1	-- Screens/Anodes, Pump
21-00-3300		1	-- Piping, SST - 1250 GPM & Up
21-01-0200	>	1	-- Pump Drain, Master, Manifold, Push Pull Type
21-01-5500		1	-- Intk Manifold, SST
21-01-6500		1	-- Dschg Manifold, SST
21-01-7100		1	-- Painting, Pump & Piping, Silver
21-01-8100		1	-- Threads, National Hose (NST)
22-51-5210	>	1	-- Tank-To-Pump, Water Tank, 3" Vlv/4" Piping, Midship, Pmpr/Tnkr
22-50-0100		1	-- Single Tank to Pump Control - Pump Operator's Panel
24-62-1300		1	-- Vlv Mfger, AKR, 8000, (3")
24-55-0040	>	1	-- Pistol Grip Lever Control Innovative Controls
23-02-1200	>	1	-- Tank Fill/Cooling Line, Water Tank, 1-1/2"
24-62-1150		1	-- Vlv Mfger, AKR, 8000, (1-1/2")
24-55-0020	>	1	-- Pistol Grip Lever Control Innovative Controls (Standard for Top Controls)
20-30-3100		1	-- Pump Instln, Midship Split-Shaft, By Bdy Bldr
20-31-1010		1	Fire Pump Testing - Aerials
20-31-1250		1	-- Pump Test, Aerial, UL
20-31-1500		1	-- Pump Test, Label
20-31-3200		1	Dump-Relief Vlv, Suction Side, ELK #40, NST
20-31-4110		1	Pump Cooler, Bypass-To-Tank, 3/8", IC Mini-Twist Handle
20-31-4600		1	Pump Cooler, Waterous, Thermal , Overheat Mgr
20-31-5110		1	Heat Exchanger, Engine, Hook-Up Only, IC Mini-Twist Handle
22-12-1100		1	Intk, Aux, Gtd, 2-1/2", NST, Left Side
21-01-2502		1	-- Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn - Spec Only
22-41-1100		1	-- Plug, 2-1/2", Chrome Rocker Lug, w/Chain
24-62-1250		1	-- Vlv Mfger, AKR, 8000, (2-1/2")
22-55-4050		1	-- Intk Vlv Cntrl, AKR, Mnl Swing Type-Adjacent
22-12-3100		1	Intk, Aux, Gtd, 2-1/2", NST, Right Side
21-01-2502		1	-- Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn - Spec Only
22-41-1100		1	-- Plug, 2-1/2", Chrome Rocker Lug, w/Chain
24-62-1250		1	-- Vlv Mfger, AKR, 8000, (2-1/2")
22-55-4050		1	-- Intk Vlv Cntrl, AKR, Mnl Swing Type-Adjacent
23-05-3200		1	-- Dschg, 2" x 1-1/2" Front Center Bumper, Swivel, NST Brass Swivel
21-01-2200		1	-- Drain/Bleeder, Class 1, Automatic
23-05-9100		1	-- Hose Connection, Frnt Bmpr, Inside Hosewell, Swivel
24-61-1200		1	-- Vlv Mfger, AKR, 8000, (2")
24-55-0020	>	1	-- Pistol Grip Lever Control Innovative Controls (Standard for Top Controls)
27-02-1500	>	1	-- Gauge, Dschg, IC, 2-1/2" (0-400 PSI), WF
23-06-2100		1	-- Crosslay Dschg, (1) 1-1/2", Over Pump Panel, NST 200 ft of 1-3/4-in
21-01-2502		1	-- Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn - Spec Only
24-61-1200		1	-- Vlv Mfger, AKR, 8000, (2")
24-55-0020	>	1	-- Pistol Grip Lever Control Innovative Controls (Standard for Top Controls)

PART NO	S	QTY	DESCRIPTION
27-02-1500	>	1	-- Gauge, Dschg, IC, 2-1/2" (0-400 PSI), WF
23-07-2100	S <	1	-- Crosslay Dschg, (1) 2-1/2", Over Pump Panel, NST 200 ft of 2-1/2-in each >>200' capacity
21-01-2202		1	-- Drain/Bleeder, Class 1, Automatic - Spec Only
24-61-1250		1	-- Vlv Mfger, AKR, 8000, (2-1/2")
24-55-0020	>	1	-- Pistol Grip Lever Control Innovative Controls (Standard for Top Controls)
27-02-1500	>	1	-- Gauge, Dschg, IC, 2-1/2" (0-400 PSI), WF
23-08-3300	S <	1	-- Crosslay Cvr, Vinyl, Sngl, W/Vinyl End Flaps (Non NFPA Walking Surface) --The crosslay cover is to be vinyl, with vinyl end flaps.
29-20-5600		1	-- Vinyl Cover, Color, RED
23-08-5019		1	-- Crosslay Dschgs, Over Pump Panel, Normal Height
23-09-4100		2	Dschg, 2-1/2", Left Side, Pump Panel, NST
21-01-2502		2	-- Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn - Spec Only
24-02-1200		2	-- Elbow, 2-1/2"F x 2-1/2" NST M, Chrome
24-03-1400		2	-- Cap, 2-1/2", NST Chrome, Rocker Lug, w/Chain
24-61-1250		2	-- Vlv Mfger, AKR, 8000, (2-1/2")
24-55-0020	>	2	-- Pistol Grip Lever Control Innovative Controls (Standard for Top Controls)
27-02-1500	>	2	-- Gauge, Dschg, IC, 2-1/2" (0-400 PSI), WF
23-10-4100		2	Dschg, 2-1/2", Right Side, Pump Panel, NST
21-01-2502		2	-- Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn - Spec Only
24-02-1200		2	-- Elbow, 2-1/2"F x 2-1/2" NST M, Chrome
24-03-1400		2	-- Cap, 2-1/2", NST Chrome, Rocker Lug, w/Chain
24-61-1250		2	-- Vlv Mfger, AKR, 8000, (2-1/2")
24-55-0020	>	2	-- Pistol Grip Lever Control Innovative Controls (Standard for Top Controls)
27-02-1500	>	2	-- Gauge, Dschg, IC, 2-1/2" (0-400 PSI), WF
23-10-5200		1	Dschg, 3" x 4"NST, Right Side, Pump Panel, NST
21-01-2502		1	-- Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn - Spec Only
24-02-2600		1	-- Elbow, LW Alum, 5" Storz x 4"F
24-03-2200		1	-- Cap, LW Alum, 5" Storz, w/Cable
24-61-1300		1	-- Vlv Mfger, AKR, 8000, (3")
24-55-0020	>	1	-- Pistol Grip Lever Control Innovative Controls (Standard for Top Controls)
27-02-1500	>	1	-- Gauge, Dschg, IC, 2-1/2" (0-400 PSI), WF
23-13-3200	S <	1	Dschg, 2-1/2", Right Rr, NST --The discharge is to be located inside the toque box, far right side, as per drawing.
21-01-2502		1	-- Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn - Spec Only
23-08-8200	<	1	-- Speedlay, 2-1/2", Removable Hose Tray, Alum w/Retaining Device --A removable aluminum hose tray is to be supplied to hold a minimum of 300' of 2.5" hose with nozzle. Located in the torque box, officer side, as per drawing.
24-02-1200		1	-- Elbow, 2-1/2"F x 2-1/2" NST M, Chrome
24-03-1400		1	-- Cap, 2-1/2", NST Chrome, Rocker Lug, w/Chain
24-61-1250		1	-- Vlv Mfger, AKR, 8000, (2-1/2")
24-55-0020	>	1	-- Pistol Grip Lever Control Innovative Controls (Standard for Top Controls)
27-02-1500	>	1	-- Gauge, Dschg, IC, 2-1/2" (0-400 PSI), WF
24-10-1100	< >	1	Aerial Dschg/Inlet, 3", Rear, 4" NSTM w/4" Cap, 1-1/2" Drain --This will be used as an aerial inlet when the waterway butterfly is open and an off-truck water supply is connected to the inlet. --It will also be capable of being used as an LDH when the waterway butterfly is closed and the valve at the water pump is opened.
21-01-2500		1	-- Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn
24-02-2600		1	-- Elbow, LW Alum, 5" Storz x 4"F
24-03-2200		1	-- Cap, LW Alum, 5" Storz, w/Cable
24-61-1320		1	-- Vlv Mfger, AKR, 8000, (3"), Electric
24-53-5200		1	-- Dschrg Vlv Cntrl, AKR, 3" Elec, #9335, Pres Mtr-FM
25-06-3100	>	1	-- Foam Sys, F/PRO 2001, Cls A/B, 2.6G, 12V S105-2001
25-20-1200		1	-- Foam Plmbg, Sngl Class A Tank, 1" Mnl Vlv

PART NO	S	QTY	DESCRIPTION
25-21-1500		1	-- Foam Tank, Intgrl Poly, 30 Gal, Class A
25-22-9300		1	-- Foam Tank, UPF
25-23-1000		1	-- Foam Tank Drain, 1" Gate Vlv, Under Tank
25-24-3000	>	1	-- Foam Pump, FoamPro, 12V Elec, Refill Transfer
27-36-1100	>	1	-- Foam Tank Gauge, FRC TankVision Pro 300, Class A, Pump Panel
			#WLA360-A00
25-19-9000		1	-- Foam System, NFPA #1901, Install Standards
		1	== EXT Aerial - Side Mount Pump Cmpt - 1042.022 10/14/22 ==
26-02-2600		1	Pump Enc, Side Mt, Extrd Alum, Aerial, Crslys
26-10-2100		1	Pump Enc Cmpt, SM, Dnng Over Pump, Open
26-10-2700		1	Lever Bank Controls
26-56-1130		1	-- Pump Panel Lt, Midship LH, (3) Grote #01-61F8-70 Low Profile, LED
26-30-1110		1	Rng Brd, LH Pump Panel, Alum T/P, SM Aerial
26-30-3000		1	-- Step, Slide Out, Alum T/P, LH Pump Panel
26-30-1150		1	Rng Brd, RH Pump Panel, Alum T/P, SM
26-30-5300	<	1	-- Hosewell, Rning Brd, Pump Panel, RH (Floating)
			>>Capacity for 50' of 5" hose
26-30-6200		1	-- Hosewell, Rning Brd, Velcro Straps,
80-43-3104		1	-- Running Board Finish , Line-X Black, Pr
26-31-1110		1	Gauge Panel, Upper LH, SST, EXT
26-31-1300		1	Pump Side Access Door, Upper RH, SST
26-35-3210		1	Pump Panel, SST, LH/RH, SM, EXT
26-35-1100		1	-- Pump Panel, Bltd, LH
26-35-1150		1	-- Pump Panel, Recessed, Lower, LH, EXT
26-35-1400	>	1	-- Pump Panel, Hngd, RH
26-35-1250		1	-- Pump Panel, Recessed, Lower, RH, EXT
26-50-1200	< >	1	Heater, Pump Enc, 30,000BTU, w/Swtch on Pmp Oprtr's Pnl
			--Chassis supplied with the X15 engine.
26-50-3200		1	Heat Pan, Pump Enc, Midship, Slide Out Panel, Alum
26-50-4100		1	Gasket, Rubber, Pump Enc/Bdy Flex Joint
26-55-1100		1	Labels, Test Data and Safety Placards
26-55-2410		1	Labels, IC Color Coded, EXT
26-56-1130		1	Pump Panel Lt, Midship LH, (3) Grote #01-61F8-70 Low Profile, LED
26-56-1230		1	Pump Panel Lt, Midship RH, (3) Grote #01-61F8-70 Low Profile, LED
27-01-1500	>	1	-- Mstr Gauges, IC, 4" PSI, Pr
27-01-4100	>	1	Gauge, Test Taps
27-35-1100	>	1	Water Tank Gauge, FRC, TankVision Pro 300, Pump Panel WLA300-A00
27-35-1500	<	1	-- Water Tank Gauge, FRC, Max Vision Remote Tank Display, Pair
			--Mounted one (1) each side of the cab, up high and rearward of the crew doors.
27-37-1100		1	Air Horn, Push Button, Pump Panel
27-37-2100		1	Air Outlet, Pump Panel, Plug-in Connection, Right Side
33-70-4100		1	Handrails, Pmpr, Side Pump Panel, Vert, 12", Pair
33-70-4400		1	Handrails, Pmpr, Side Pump Panel, Horz, 12", Pair
		1	== EXT TA RM Aerial/Platform w/ SideBed - 1042.022 10/14/22 ==
25-28-1540		1	Water Tank, 500 Gal, Pmpr/Tnkr , Poly, Half-T Tank Left
25-42-1100	>	1	-- Water Tank, Base Specs, Poly

PART NO	S	QTY	DESCRIPTION
25-42-1200		1	-- Water Tank, Manufacturer, UPF, Poly
25-44-1700		1	-- Water Tank, Fill Tower, 10" x 10", EXT
25-50-1400		1	-- Water Tank Clean-out & Plug, 3"
		1	AERIAL/PLATFORM - REAR MT TANDEM AXLE - EXT
00-01-5100		1	-- Chassis Requirements, Ladder
00-01-5200	<	1	-- Body Requirements, Ladder, Four (4) Outriggers
			--The following items shall be installed by the body builder for the aerial device:
			--The four (4) aluminum outrigger plates supplied by RNE are to be mounted two (2) each side in the dual outrigger plate brackets.
			--A preset relief valve capable of protecting the waterway system by relieving pressure through the dumping of water to the environment. Relief valve shall be plumbed to dump excess water below chassis frame. (N/A if the rear connection is an inlet only)
			--A 1-1/2 inch minimum drain valve shall be installed at the low point of the waterway inlet system.
			--Reflective striping shall be installed on all stabilizers that protrude beyond the body of the apparatus.
			--Warning signs for the aerial and outriggers shall be installed to meet the aerial manufacturer recommendations.
			--The four (4) outrigger safety pins are to be mounted in our standard locations:
			--Forward pins mounted on the inboard side of the downriggers, below the outrigger.
			--Rearward pins mounted in the angled pockets on the inboard sides of the downriggers, above the outriggers.
00-01-5190	< >	1	-- Outrigger Pad Storage, Dual, One (1) Each Side
			--The four (4) aluminum outrigger plates supplied by RNE are to be mounted two (2) each side in the dual outrigger plate brackets.
00-01-5204	>	1	-- Harness, Safety, Pac Mule, Four (4), Provided By Body Bldr
00-01-5212		1	-- Size, Safety Harness, Large, 34"-40" Waist
00-01-5214		2	-- Size, Safety Harness, X-Large, 42"-50" Waist
00-01-5216		1	-- Size, Safety Harness, XX-Large, 52"&Up Waist
30-00-0399		1	-- Raw Material Surcharge - Tandem Axle
30-01-2050		1	-- Bdy Const - Rosenbauer EXT - Aerial
30-01-2250		1	-- Electrolysis Corrosion Cntrl
30-02-1960		1	-- Side Body Header, Alum, Pntd, Tndm Axle, EXT
44-06-1200		1	-- Whl Well Panel, Alum, Pntd, Tndm Axle
44-06-4320		2	-- Fenderette, Polished Stainless Steel SST, EXT
40-40-5200		1	-- Bdy Sub-Structure, EXT, Tndm Axle
44-06-5240		1	-- Outrigger Bdy Panels w/ Secondary Covers, Alum, Pntd
30-01-3130	>	1	-- Cover, Outrigger, Pntd Alum
		1	AERIAL / PLATFORM HOSEBEDS - SIDE HOSEBED - EXT
41-39-1350		1	-- Hosebed, Aerial, Right Hand Side Load, EXT
41-39-2150		1	-- Hosebed, Grating, Extrd Alum, Aerial, EXT
41-39-3500		1	-- Hosebed, Strge Cpcty 5" LDH SJ Rbbr
41-39-4200	<	6	-- Hose Length, 100'
			--FD supplied/installed hose
41-40-1100		1	-- Hosebed Cvr, Vinyl, Side Load Aerial/Pltfrm, Velcro
29-20-5600		1	-- Vinyl Cover, Color, RED
40-42-5070	>	1	100" OAW, 24"/22", Full Dpth Both Sides, TA RM Arl/Pltfrm
40-42-5146	>	1	Hngd/Pntd RU Combo, TA RMA, Side Bed
30-02-1800		1	-- Drs, Hngd/Roll-Up Combination Specs, EXT
30-02-1260	>	9	-- Dr Strap, EZ-Pull Down, Ea
30-02-1520	>	2	-- Dr Handle, Eberhard 21100 Series, Chrome, Hngd Drs (Ea)
		1	LEFT SIDE COMPARTMENTATION
40-61-2422	< >	1	-- Abv Frnt Outrigger, Sngl Cmpt, Pntd RU Otsd Cmpt, 24"
			--PL1, 24" Wide Transverse Compartment X 31" high X 12" deep in forward area, as

PART NO	S	QTY	DESCRIPTION
			per drawing.
			>>Transverse area will hold stokes and backboard.
44-40-1020		2	-- Vents, Compts, Louvers (Ea)
55-01-3360		1	-- Cmpt Lt, Wall, OSS Access, 18" LED Tube Lt, (2) Ea Cmpt
55-06-1100		1	-- Cmpt Lt, Dr Swtch, Auto, Ea
40-62-3462	< >	1	-- Ahd Rr Whls, Full Ht Cmpt, Pntd RU Otsd Cmpt, 34" --L1, 34" Wide Compartment X 63" high X 24" deep.
44-40-1020		2	-- Vents, Compts, Louvers (Ea)
45-26-7240	>	1	-- Mobile Storage System, 4-Drawer, 18"-26"D x 21"-38"W
45-26-7832		1	-- Module Width, 32"
45-26-7910		1	-- Drawer Ht, 4"
45-26-7920		1	-- Drawer Ht, 5"
45-26-7940		1	-- Drawer Ht, 7"
45-26-7970		1	-- Drawer Ht, 10"
45-30-1800		1	-- Turtle Tile, Floor, Cmpt, Ahd Rr Whls (1/4 depth)
55-01-3390		1	-- Cmpt Lt, Wall, OSS Access, 54" LED Tube Lt, (2) Ea Cmpt
55-06-1100		1	-- Cmpt Lt, Dr Swtch, Auto, Ea
90-21-1200	< >	1	-- SCBA Mntg Brkt, Zico, 45 Minute, Non Riding HZ-KD-UH-6-SF --Mounted on the inboard wall, above the cabinet, as per drawing.
40-64-6440	S < >	1	-- Abv Frnt Tndm, Uppr Cmpt, Pntd RU Otsd Cmpt, 87" --L2, 87" Wide Compartment X 29" high X 12" deep.
44-40-1020		2	-- Vents, Compts, Louvers (Ea)
45-02-4100	<	2	-- Shelf, Adjust, Alum 3/16", EXT --One (1) each side of the vertical divider.
45-30-1125		2	-- Turtle Tile, Shelves/Trays, 1/4 Depth, (each)
45-15-1200	<	1	-- Divider, Vert, Bolt-In, 3/16" Alum --Centered front to rear.
45-30-1900		1	-- Turtle Tile, Floor, Cmpt, Uppr Hgh Sde (up to 1/4 depth)
55-01-3360		1	-- Cmpt Lt, Wall, OSS Access, 18" LED Tube Lt, (2) Ea Cmpt
55-02-3330		2	-- Cmpt Lt, Ceiling, OSS Access, 36" LED Tube Lt, Ea
55-06-1100		2	-- Cmpt Lt, Dr Swtch, Auto, Ea
40-65-3840	S < >	1	-- Abv Rr Tndm, Uppr Cmpt, Pntd RU Otsd Cmpt, 29" --L3, 29" Wide Compartment X 19" high X 22" deep.
44-40-1020		2	-- Vents, Compts, Louvers (Ea)
45-02-4100		1	-- Shelf, Adjust, Alum 3/16", EXT
45-30-1125		1	-- Turtle Tile, Shelves/Trays, 1/4 Depth, (each)
45-30-1900		1	-- Turtle Tile, Floor, Cmpt, Uppr Hgh Sde (up to 1/4 depth)
55-01-3350		1	-- Cmpt Lt, Wall, OSS Access, 8" LED Tube Lt, (2) Ea Cmpt
55-06-1100		1	-- Cmpt Lt, Dr Swtch, Auto, Ea
40-66-2422	< >	1	-- Abv Rr Outrigger, Uppr Cmpt, Pntd RU Otsd Cmpt, 24" --L5, 24" Wide Compartment X 19" high X 22" deep.
44-40-1020		2	-- Vents, Compts, Louvers (Ea)
45-30-1900		1	-- Turtle Tile, Floor, Cmpt, Uppr Hgh Sde (up to 1/4 depth)
55-01-3350		1	-- Cmpt Lt, Wall, OSS Access, 8" LED Tube Lt, (2) Ea Cmpt
55-06-1100		1	-- Cmpt Lt, Dr Swtch, Auto, Ea
40-67-3462	S < >	1	-- Bhnd Rr Whls, Full Ht Cmpt, Pntd RU Otsd Cmpt, 33" --L4, 33" Wide Compartment X 53" high X 22" deep.
44-40-1020		2	-- Vents, Compts, Louvers (Ea)
45-16-1100	<	2	-- Tool Board, Roll Out, 500#, 3/16" Alum (1/4 Depth) --Two (2) adjustable roll-out tool boards.

PART NO	S	QTY	DESCRIPTION
80-76-0110	>	2	-- Reflective Stripe, Red/White, Shelves/Trays/Tool Boards, Ea
55-01-3385		1	-- Cmpt Lt, Wall, OSS Access, 48" LED Tube Lt, (2) Ea Cmpt
55-06-1100		1	-- Cmpt Lt, Dr Swtch, Auto, Ea
40-68-2500	< >	1	-- Bhnd Rr Outrigger, Turntable Access, Alum T/P, 25" >>25" Wide Cavity
40-96-1600	>	1	-- Access Ladder, Aerial, LH, Swing Out & Down, 17"W
33-70-1230	< >	1	-- Handrails, EZ-Climb Ladder, 30", Pair --Mounted vertically to the exterior of the egress cavity.
54-10-1300		2	-- Step Lt, Fxd /Fldg Step, LED, Ea
		1	RIGHT SIDE COMPARTMENTATION
40-71-2422	< >	1	-- Abv Frnt Outrigger, Sngl Cmpt, Pntd RU Otsd Cmpt, 24" --PR1, 24" Wide Transverse Compartment X 31" high X 12" deep in forward area, as per drawing. >>Transverse area will hold stokes and backboard.
44-40-1020		2	-- Vents, Compts, Louvers (Ea)
55-01-3360		1	-- Cmpt Lt, Wall, OSS Access, 18" LED Tube Lt, (2) Ea Cmpt
55-06-1100		1	-- Cmpt Lt, Dr Swtch, Auto, Ea
40-72-3462	< >	1	-- Ahd Rr Whls, Full Ht Cmpt, Pntd RU Otsd Cmpt, 34" --R1, 34" Wide Compartment X 63" high X 24" deep.
44-40-1020		2	-- Vents, Compts, Louvers (Ea)
45-16-1100	<	2	-- Tool Board, Roll Out, 500#, 3/16" Alum (1/4 Depth) --Two (2) adjustable roll-out tool boards.
80-76-0110	>	2	-- Reflective Stripe, Red/White, Shelves/Trays/Tool Boards, Ea
55-01-3390		1	-- Cmpt Lt, Wall, OSS Access, 54" LED Tube Lt, (2) Ea Cmpt
55-06-1100		1	-- Cmpt Lt, Dr Swtch, Auto, Ea
40-74-6440	S < >	1	-- Abv Frnt Tndm, Uppr Cmpt, Pntd RU Otsd Cmpt, 87" --R2, 87" Wide Compartment X 29" high X 24" deep.
44-40-1020		2	-- Vents, Compts, Louvers (Ea)
45-10-2310	< >	1	-- SlideMaster Tip-Down Tray, 250# (1/4 Depth), Up to 51"W (SMT) --Mounted in the rearward area, as per drawing.
45-30-1125		1	-- Turtle Tile, Shelves/Trays, 1/4 Depth, (each)
80-76-0110	>	1	-- Reflective Stripe, Red/White, Shelves/Trays/Tool Boards, Ea
45-15-1200	<	2	-- Divider, Vert, Bolt-In, 3/16" Alum --Two (2) vertical dividers are to be installed creating two (2) 10.5" useable storage areas in the forward portion of compartment, as per drawing.
45-30-1900		1	-- Turtle Tile, Floor, Cmpt, Uppr Hgh Sde (up to 1/4 depth)
55-01-3360		1	-- Cmpt Lt, Wall, OSS Access, 18" LED Tube Lt, (2) Ea Cmpt
55-02-3345		1	-- Cmpt Lt, Ceiling, OSS Access, 62" LED Tube Lt, Ea
55-06-1100		1	-- Cmpt Lt, Dr Swtch, Auto, Ea
40-77-3416	S < >	1	-- Bhnd Rr Whls, Low Cmpt, Hngd Dble Dr, 33" --R3, 33" Wide Compartment X 30" high X 22" deep.
44-40-1020		2	-- Vents, Compts, Louvers (Ea)
45-05-4100	>	1	-- Slide Tray, 250#, Alum 3/16" (1/4 Dpth), EXT
45-30-1125		1	-- Turtle Tile, Shelves/Trays, 1/4 Depth, (each)
80-76-0110	>	1	-- Reflective Stripe, Red/White, Shelves/Trays/Tool Boards, Ea
55-01-3360		1	-- Cmpt Lt, Wall, OSS Access, 18" LED Tube Lt, (2) Ea Cmpt
55-06-1100		1	-- Cmpt Lt, Dr Swtch, Auto, Ea
40-78-2510	< >	1	-- Bhnd Rr Outrigger, Low Cmpt, Hngd Sngl Dr, 25" --R4, 25" Wide Compartment X 30" high X 22" deep.

PART NO	S	QTY	DESCRIPTION
44-40-1020		2	-- Vents, Compts, Louvers (Ea)
45-30-2000		1	-- Turtle Tile, Floor, Cmpt, Bhnd Rr Whls (1/4 depth)
55-01-3360		1	-- Cmpt Lt, Wall, OSS Access, 18" LED Tube Lt, (2) Ea Cmpt
55-06-1100		1	-- Cmpt Lt, Dr Swtch, Auto, Ea
40-95-3100		1	Rr Aerial Bdy Configuration, Roll Up Dr, EXT
55-01-3360		1	-- Cmpt Lt, Wall, OSS Access, 18" LED Tube Lt, (2) Ea Cmpt
55-06-1100		1	-- Cmpt Lt, Dr Swtch, Auto, Ea
		1	EQUIPMENT - BODY MOUNTED - EXT AERIAL/PLATFORM
90-02-3660		1	-- Ladder Strge, Rear Slide, Torque Box, EXT Aerial/Platform
90-03-0210		1	-- Ladders, Ground, Provd'd By Manufacturer, Arl/Pltfrm, MN
90-03-3300		1	-- Ladder, Roof, Duo-Safety, 14' Alum 775-A
90-06-4800		1	-- Ladder, Ext, Duo-Safety, 30' Alum, 2 Sect 1200-A
90-06-4600		1	-- Ladder, Ext, Duo-Safety, 24' Alum, 2 Sect 900-A
90-03-0230		1	-- Ladders, Fldg Attic, Provd'd By Manufacturer, MN
90-08-2600		1	-- Ladder, Attic, Duo-Safety, 10' Alum, Fold 585-A
90-16-5420		8	-- Pike Pole Mounting Tube, In Ladder Cmpt
90-16-6110		1	-- Pike Poles Provided by Rosenbauer Aerial/Platform
90-16-2200		2	-- Pike Pole, 4' Fbgls, "D" Hndl
90-16-2300		2	-- Pike Pole, 6' Fbgls, Round Hndl
90-16-2600		2	-- Pike Pole, 8' Fbgls, Round Hndl
90-16-2800		2	-- Pike Pole, 10' Fbgls, Round Hndl
		1	REAR STEP - EXT AERIAL/PLATFORM
44-02-2100		1	-- Rub Rails, Rr Bdy, EXT, Extrd Alum
44-11-5150		1	Whl Well Cmpt, Ahd of Whls Left Side, EXT
44-10-1600	>	1	-- Whl Well Cmpt, Sngl SCBA, Poly Tube, SST Dr, (Fire Shopp)
44-11-5250		1	Whl Well Cmpt, Btwn Tndms Left Side, EXT
44-10-2600	>	1	-- Whl Well Cmpt, Triple SCBA Tube, Brshd SST Dr
44-10-6000		3	-- Whl Well Cmpt, SCBA Cmpt Straps
44-11-5350		1	Whl Well Cmpt, Bhnd Whls Left Side, EXT
44-07-1700		1	-- Fuel Fill Door Assy, BSST, Poly Pckt, LH Whl Wll Pnl, (Fire Shopp)
44-11-5550		1	Whl Well Cmpt, Ahd of Whls Right Side, EXT
44-10-1600	>	1	-- Whl Well Cmpt, Sngl SCBA, Poly Tube, SST Dr, (Fire Shopp)
44-11-5650		1	Whl Well Cmpt, Btwn Tndms Right Side, EXT
44-10-2600	>	1	-- Whl Well Cmpt, Triple SCBA Tube, Brshd SST Dr
44-10-6000		3	-- Whl Well Cmpt, SCBA Cmpt Straps
44-11-5750		1	Whl Well Cmpt, Bhnd Whls Right Side, EXT
44-10-1600	>	1	-- Whl Well Cmpt, Sngl SCBA, Poly Tube, SST Dr, (Fire Shopp)
44-10-6000		1	-- Whl Well Cmpt, SCBA Cmpt Straps
		1	== EXT Aerial/Platform Common Body Part - 1042.022 10/14/22 ==
33-66-1120	>	1	-- Steps, Fldg, Frnt, Left Hand (2), Integral LED Lts
33-66-2120	>	1	-- Steps, Fldg, Frnt, Right Hand (2), Integral LED Lts
44-01-1400		1	-- Bdy Trim, Frnt Bdy, Ht of Side Cmpts, Alum T/P
44-01-4020		1	-- Bdy Trim, Rr Bdy, Smooth Alum for Chevron Stripe, EXT
44-02-1120		1	-- Rub Rails, Lwr Bdy, EXT, Extrd Alum
		1	== EXT Aerial - AC Electrical System - 1042.022 10/14/22 ==
60-15-1100	>	1	-- Gnrtr, Onan Hyd, 6KW, 120/240V, 60 Hz, 1 PH, CMHG
60-20-3600		1	-- Gnrtr Install, Fxd, Hyd Driven, Base Specs
60-20-4100	>	1	-- Circuit Breaker Box, 6 to 8KW, 1 PH
60-20-5100	>	1	-- Gnrtr Breaker Lctn, Side Cmpt
60-20-7100	>	1	-- Gnrtr Instrmnt Panel Lctn, Side Cmpt

PART NO	S	QTY	DESCRIPTION
60-15-9200		1	-- Gnrtr, Hyd, Engage On Start Up
60-20-1200		1	-- Gnrtr Mtg, Recessed Top of Bdy
60-20-8300		1	-- Gnrtr Wiring, Combo, SO & THHN
60-25-9100	>	1	Transfer Swtch , Gen to Shore Power
60-25-9610	< >	8	Shore Power Strip, 120V, 15 Amp, 4-Plug Strip Rcptcl >>Locations TBD
60-30-1700		4	-- Rcptcl Lctn,Cab, Left Side, Ea
60-30-2300	>	4	-- Rcptcl Lctn, Left Side, Ahd Rr Whls Cmpt, Ea
61-01-1550		1	Cable Reels, Provd'd by Bdy Bldr
61-01-3100	>	2	-- Cable Reel, Hannay ECR1600, Elec Rwnd, 120V 50A 3 Wire
61-02-3100	>	1	-- Cable Reel Lctn, Dnng Area, Left Side
61-02-3200	>	1	-- Cable Reel Lctn, Dnng Area, Right Side
61-03-3400		2	-- Cable, Elec, 120V, 200' 10/3 Blk
61-04-7200		2	-- Cable Rcptcl, 120V L5-20R, 3-Prong, Twst Lck
61-04-9100		2	-- Ball Stop, Cable, Orange
61-05-1220		2	-- Jct Box, AKR, (4)120V L5-20R TL, L5-20P Pgtl, Gray
61-05-4000		2	-- Jct Box, Holder, Brushed Alum
61-04-8300	>	2	-- Roller Assy, Cable Reel, 4-Way, SST Rollers, Ext Cmpt Wall
42-42-1261	>	1	Refrigerator Only, 3.0 Cubic Ft, 12-24VDC/120VAC, Nova Kool R3102
60-25-1100	>	1	-- Rcptcl, 120V, 15 Amp, Strght Bld, Sngl
45-25-1100	<	1	Backboard Mtg, (1)Vert, With Runners --Storage for one (1) customer supplied/installed backboard is to be supplied in the transverse area of PL1/PR1.
45-25-5400	<	1	Scoop Stretcher Mtg, Vrtcl --Storage for one (1) customer supplied/installed Scoop Stretcher is to be supplied in the transverse area of PL1/PR1.
		1	== EXT TA Aerial - Pnt/Ltr/Str - 1042.022 10/14/22 ==
80-22-2106		1	Bdy Paint, Aerial, Sngl Color, EXT
80-32-1450		1	Compt Finish, DA Sanded, Up to 12 Cmpts, EXT
80-40-1250		1	Whl Finish, By Chassis Manufacturer
80-42-1500		1	Bdy Paint, Touch Up, 2 oz. Bttl, One Color
80-50-1700	>	1	Lettering, 4" Mylar Gold Leaf, 50 Letters
80-50-3600	>	1	Lettering, 8-12" Scotchlite Reflect, 30 Letters
80-50-4205	< >	1	Lettering, Aerial Sign Panel, 12"x144", Backlit --Painted Red, White Backlit
80-50-5130	< >	1	Aerial Cylinder Panels, Painted, White Backlit, Unit Number, EXT >>Painted Red, White Backlit
80-50-5140		1	-- Aerial Cylinder Panels, Painted Lower Job Color, EXT
80-55-2200	>	1	Striping, Mylar Gold Leaf, Cab Painted Break Line
80-65-1200	< >	1	Door Seals, Custom Detailed, Price On Request >>Pair of Willmar approved badges
80-71-1600	>	1	Stripe, Triple Reflective, 1" x 6" x 1" Large "Z" Design
80-75-1600		1	-- Reflective Stripe Material, White
80-72-1110	>	1	Stripe, Reflective, 3M Diamond Grade, Chevron Pattern Entire Rear, EXT
80-72-1400	>	2	Stripe, Reflective, Aerial Outriggers, Both Sides of Ea White
80-72-1810	>	1	Stripe, Reflect, Diamond Grade, Chevron Pattern Rear Roll Up Door Red/Yellow
80-79-1000		1	NFPA Standing / Walking Surfaces Yellow Safety Tape (NFPA 15.7.1.6)
80-80-1200		1	Labels, Aerial Ladder Identification and Safety

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QUOTATION

General Safety Fire Apparatus

WILLMAR COBRA AERIAL FORMAL CHASSIS SPECS

Exp. Date: 02/28/2023
Quote No: 10039-0015
Job/Order No: P8286
02/09/2023

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PART NO	S	QTY	DESCRIPTION
		1	== Rosenbauer Commander - 1042.022 10/14/22 ==
03-00-0101		1	-- Certification - NFPA
08-09-0100		1	-- Cab Paint Warranty Five Years
08-09-0104		1	-- Cab Structural Warranty Ten Years
08-09-0105		1	-- Transmission Warranty Allison Five Years
08-09-0106		1	-- Engine Warranty Cummins Five Years
08-09-0107		1	-- Frame Warranty Lifetime
08-09-0109		1	-- Front Axle Warranty Hendrickson
08-09-010A		1	-- Rear Axle Warranty Meritor - 5 Year
08-09-0110		1	-- Warranty - Cab and Chassis One Year
08-09-0301		1	-- Cab Test Information Static Load Seat Test
08-09-0302		1	-- Cab Test Information Crash Test ECE-29
08-09-0303		1	-- Cab Test Information SAE J2420; J2422
08-09-0304		1	-- Cab Test Information Roof Crush, Side & Frontal Impact
08-09-0501		1	-- Operation & Parts List Manuals (2) Sets, USB Drive
08-09-0503		1	-- Engine & Transmission Operation Manuals (1) Set
08-09-0530		1	-- As Built Wiring w/Plumbing Diagram (1) Set
08-09-0540		1	-- On Board USB Manual Storage
08-80-0200		1	-- DOT KIT
		1	VEHICLE TYPE
03-00-0134	>	1	Rear Mount Aerial
03-00-0140		1	-- Standard Crossmembers
		1	CAB
03-00-0761	>	1	70" Cab Length 11" Roof
03-05-0420	<	1	-- Driver Exterior Rear Compartment 37"H x 9"W Hinge Door -Bottom of Seat Box/Bench MUST HAVE OUTER SEAT BOX OR SEAT BENCH
03-05-0502		1	-- Driver Compartment Transverse
03-05-0551		1	-- Driver Exterior Rear Compartment - Chrome Handle
03-05-0430		1	-- Driver Rear Cab Compartment Manual Door Locks
05-01-5105		1	-- Driver Rear Compartment Interior Finish DA Sand
08-00-2012		1	-- Driver Rear Compt Lighting LED Strip 18"
03-05-0450	<	1	-- Officer Exterior Rear Compartment 37"H x 9"W Hinge Door - Bottom of Seat Box/Be MUST HAVE OUTER SEAT BOX OR SEAT BENCH
03-05-0503		1	-- Officer Compartment Transverse
03-05-0561		1	-- Officer Exterior Rear Compartment - Chrome Handle
03-05-0460		1	-- Officer Rear Cab Compartment Manual Door Locks
05-01-5125		1	-- Officer Rear Compartment Interior Finish DA Sand

PART NO	S	QTY	DESCRIPTION
08-00-2112		1	-- Officer Rear Compt Lighting LED Strip 18"
03-05-6300	< >	1	-- Interior Cabinet, Outboard, Fwd Facing, Seat Box Mounted, With Roll Up Door Driver side
03-05-9000		2	-- Compartment Shelf
05-01-1825		1	-- Forward Facing Compartment Interior Finish DA Sand
08-00-0718		1	-- Compartment Light, Wall, ROM, V3 LED Track Light, (1) Each Compartmentt
03-05-6352	S < >	1	-- Interior Cabinet, Outboard, FF, Ceiling Mtd, W/Cargo Webbing, Light W/Integr Officer side rear corner wall as tall as possible above specified fridge. (Ceiling to top of fridge) Refrigerator option 42-42-1261
05-01-1825		1	-- Forward Facing Compartment Interior Finish DA Sand
10-13-1800	S < >	1	-- Cabinet, Rr Of Engine Tunnel, Rr Facing, Cargo Net 15" H x 36" W x 18" D Exact dimensions and mounting orientation TBD at pre construction conference for department medical bag
10-13-3540		1	-- Exterior Finish, Cabinet, To Match Cab Interior
10-13-3560		1	-- Interior Finish, Cabinet, DA Sanded
		1	CAB STEPS
03-06-0002		1	-- Stainless Steel SST
03-06-0014		1	-- SST Steps w/Round Hole and Star Extrusion Lower, Treadplate Middle
03-06-0165		1	-- Aux. Lower Cab Steps / Stirrup Steps - SST Steps w/Round Hole and Star Extrusion
		1	CAB DOORS
03-06-1015		1	-- Cab Entry Doors
03-06-1025		1	-- Full Length Cab Entry Doors
03-06-002F	>	1	-- Step Trim Kickplate, Treadplate - Line-X Black
03-06-1500		1	-- No Lower Door Kick Panel (No Overlay)
03-06-1100		1	-- Cab Door Hardware Chrome (4)
03-06-1120		1	-- Cab Door Locks Manual
03-06-1135		1	-- Interior 1-Piece Door Panel Type Aluminum
03-06-1206		1	-- Door Panel Finish Line-X Black
03-06-1226	>	1	-- Chevron, Reflective, Interior Cab Doors, Diamond Grade Red/Yellow
04-05-0105		1	-- Interior Handle Front Door Grab Handles - Black Powder Coat
04-05-0150		1	-- Interior Grab Handle Rear Door Chicago Style 34" Black Powder Coat
04-05-0182	>	1	-- Additional Grab Handles, "A" Pillar
		1	CAB GLASS
03-08-0014	< >	1	-- Heated Windshield One Piece - COMMANDER Will be switched in Vista on VMUX trucks.
03-08-0102		1	-- Windshield Wiper System Single Motor (2) Wipers - 3D Grille
08-02-0135	>	1	-- Windshield Wiper Activation Switch on Driver Panel
08-01-0345	>	1	-- Heated Windshield Activate VISTA
03-08-0151		1	-- Window Light Gray Tint Driver Power
08-01-0301		1	-- Power Window Activation, Respective Door
03-08-0153		1	-- Window Light Gray Tint Officer Power
03-08-0226		1	-- Window Light Gray Tint Driver Crew Door Power
03-08-0252		1	-- Window Light Gray Tint Officer Crew Door Power
03-08-0320		1	-- Window Light Gray Tint Side Middle Driver Fixed 15.5"W x 21.5"H
03-08-0370		1	-- Window Light Gray Tint Side Middle Officer Fixed 15.5"W x 21.5"H
		1	CAB INTERIOR AND TRIM
04-01-0200		1	-- === 11 Raise Cab 70" Interior Trim ===
03-09-7050		1	-- Cab Insulation Interior Ceiling 70/11"
03-09-8015		1	-- Cab Insulation Engine Tunnel
03-09-8022		1	-- Cab Insulation Underbody, 70" Cab
03-09-8020		1	-- Cab Insulation Cab Damping
04-01-1103	>	1	-- Interior Trim Color Black Side Walls & Gray Ceiling, 70"- 11" Roof

PART NO	S	QTY	DESCRIPTION
04-01-1121		1	-- Interior Trim Color Black Rear Wall 11" Roof
04-02-1002		1	-- Suspended Throttle and Brake Pedals
04-02-1125		1	-- Interior Floor Covering Color Black, 70"
04-02-1702		1	-- Interior Trim Sun Visor Tinted
04-02-1798		1	-- Cab Coating Interior Color
05-01-1050		1	-- Cab Coating Interior Black Polyurethane
		1	CAB DASH AND ENGINE TUNNEL - 70" LONG
04-03-1000		1	-- Cab Dash & Engine Tunnel, Composite Dash
04-03-1022	>	1	-- Cab Dash & Engine Tunnel Line X Coating Black
04-03-1204		1	-- Flat Mounting Plate - Engine Tunnel, Composite Dash, Long Tunnel
04-03-2050	< >	1	-- Tablet / I-Pad Mount Mount on MDT mount
04-03-2000	< >	1	-- Officer MDT Mount Tablet style mount in front of officer
		1	CUSTOM CONSOLE
04-04-1100		1	-- Havis Console
04-04-1102	>	1	-- Havis Console - Custom Configuration
04-04-1112	< >	2	-- Magnetic Mic Tab(s) Ship Loose
04-04-1116	>	1	-- Black Blank Plate
04-04-1126	>	2	-- Black Plate(s) for Communication Radio
04-04-1136	>	1	-- Black Plates with (2) Power Point & (2) Dual USB Power Point
04-04-1142	>	1	-- Map Light, Federal Signal, LF12TSB-LED
04-04-1152	>	2	-- Open Accessory Box - 9 Inch
04-04-1161	>	2	-- Cup Holder, Dual
04-04-1176	>	1	-- Black Plate for Siren
08-01-0140	>	1	-- Instrumentation Panel Inlay - Job Color
		1	CAB EXTERIOR - 70"
		1	CAB HEADER - HEAT AND AC
03-08-4000		1	Cab Header / Heating and AC
05-02-0010	>	1	-- Heating w/ Air Conditioning, Overhead, Multiplex
05-01-6010	>	1	-- Cab Paint A/C Condenser on Roof
05-02-0047		1	-- Heater Hose - Silicone
05-02-0200		1	-- A/C Condenser Location Roof Mounted Mid Center
05-02-0298		1	-- Cab Circulation Hanging Fans Middle (2) Inboard
05-02-0300	< >	1	-- Auxiliary Defroster Fans Will be switched in Vista on VMUX trucks.
05-02-0710	<	1	-- Auxiliary Coolant Heating System w/Hose Insulation ESPAR HEATER
08-02-0121		1	-- Heat & A/C Activation VISTA, Rear Crew Manual
08-02-0104	>	1	-- Rear Crew Controls Manual - Rear Facing Driver's or Officer's Side Seat - Remote
		1	SEATS
03-09-0105		1	-- Seat Color Black/Red Seat Belt
03-09-01X3	>	1	-- Seat Driver 911 Seats Inc XL 10-Way Electric ABTS
03-09-000A		1	-- Single Retractor Seat Belt - Seats Inc
03-09-0121		1	-- Seat Back Non-SCBA
03-09-02X3		1	-- Seat Mounting Driver Electric XL - Seats Inc
03-09-0906		1	-- Seat Material Endurance Vinyl
03-09-0920		1	-- Seat Logo Rosenbauer
03-09-3010		1	-- Driver Seat Box Storage Compartment
03-09-3236	>	1	-- Seat Box Driver & Officer Storage Access Doors (2) Driver/Officer

PART NO	S	QTY	DESCRIPTION
03-09-024A		1	-- Seat Officer 911 XL Seats Inc Fixed ABTS
03-09-000A		1	-- Single Retractor Seat Belt - Seats Inc
03-09-011A	>	1	-- Seat Back SCBA Halo Center Cushion Release
03-09-02X5		1	-- Seat Mounting Officer Fixed XL Seats Inc
03-09-0906		1	-- Seat Material Endurance Vinyl
03-09-0920		1	-- Seat Logo Rosenbauer
03-09-3020		1	-- Officer Seat Box Storage Compartment
03-09-033A	>	1	-- Two (2) Outboard Rear Facing Seats - XL
03-09-035A	<	2	-- Seat Crew Rear Facing Outer 911 Seats Inc XL Fixed ABTS Belt Orientation shall pull from outboard shoulder to inboard hip
03-09-000A		2	-- Single Retractor Seat Belt - Seats Inc
03-09-011A	>	2	-- Seat Back SCBA Halo Center Cushion Release
03-09-038A		2	-- Seat Mounting Rear Facing Outer - XL Seats Inc.
03-09-0906		2	-- Seat Material Endurance Vinyl
03-09-0920		2	-- Seat Logo Rosenbauer
03-09-041A	>	1	-- Two (2) Center Forward Facing Seats - XL
03-09-055A	<	2	-- Seat Crew Forward Facing Center 911 XL Seats Inc Fixed Belt Orientation- LH & RH to Door
03-09-000A		2	-- Single Retractor Seat Belt - Seats Inc
03-09-011A	>	2	-- Seat Back SCBA Halo Center Cushion Release
03-09-057A		2	-- Seat Mounting Forward Facing Center - XL
03-09-0906		2	-- Seat Material Endurance Vinyl
03-09-0920		2	-- Seat Logo Rosenbauer
03-09-3110	>	1	-- Seat Bench (70) Full Width, Forward Facing
03-09-3225	>	1	-- Seat Bench (70) Forward Facing Crew, Storage & Access Two (2) Doors
03-09-4101		1	-- Seat Box Doors Finish Match Cab Interior Coating
03-09-4001		1	-- Seat Box Finish - Match Cab Interior Coating
04-05-1900		1	-- Exterior Grab Handles 18" Aluminum
04-05-1910		1	-- Exterior Grab Handles Bare Aluminum
04-05-0200		4	-- Exterior Grab Handles Aluminum with Stanchions 18"
04-05-2060		8	-- Exterior Grab Handles SST Scuff Plate 18"
		1	CAB FRONT FASCIA
04-08-0010		1	===== Traditional Front with Rectangular Headlamp Bezels =====
04-08-0106		1	-- Front Grille, 3D Stainless Steel SST, W/ Roto-Ray
04-08-0022		1	-- Wing Light Bezel - SST
04-08-0072		1	-- Front Grille Inlay - Commander - Painted American Flag
04-08-0143	>	1	-- Grille Mounted Roto-Ray Provision
06-03-2022		1	-- Fluid Checks at Grille X15
08-00-050C	>	1	-- Headlights, LED, Quad, with Rectangular Bezel - HiViz
08-00-0521		1	-- DRL & Wig Wag, Alternating Headlights - VMUX
08-01-0341	>	1	-- Alternating Headlights Activate VISTA
08-00-0540	< >	1	-- Headlight Location - Upper Bucket 104 OS, 105 OS, and 104 DS, 105 DS
08-00-0603		1	-- Front Turn Signals Whelen M6 LED (2)
08-00-0630	< >	1	-- Turn Signal Located Below Headlights 106 OS & DS
08-00-0608		1	-- Front Marker Lamps Face Mounted LED (Center 3 Lightings, 2 Corner)
08-00-061C		1	-- Side Marker Light LED - Chrome (2)
08-01-0303		1	-- Headlight & Marker Light Activated Rocker Switch Driver Panel
04-08-0151		1	Cab Fender SST
04-09-0110		1	Cab Exterior Trim Lower Side SST 10" Wrap- 70" Cab w/Drvr & Offcr Rr Comp

PART NO	S	QTY	DESCRIPTION
04-09-0300		1	Logo, Commander, Cab Sides
04-10-0351		1	Mud Flaps Front
		1	CAB TILT
05-00-0221		1	Cab Tilt System - Heavy Duty w/ Manual Back Up
05-00-0021		1	-- Cab Tilt Limit Switch
05-00-0045		1	-- Cab Tilt Lock Down Indicator
05-00-0100		1	-- Cab Tilt Control Receptacle Temp
		1	REARVIEW MIRRORS
05-00-5010		1	West Coast Style Mirrors
05-00-7172		1	-- Lang Mekra-300 AERO -Drv Dr Mt (594072003) Of Dr Mt (594072002)-H&R, M w/lgt-Chr
08-01-0821		1	-- Rearview Mirror Remote & Heat Switch Driver Panel
		1	EXTERIOR CAB PAINT
05-01-5015		1	Cab Paint Exterior Two Tone
05-01-5020	< >	1	-- Cab Paint Upper / Secondary White to match existing Willmar apparatus
05-01-5021	< >	1	-- Cab Paint Lower / Primary Red to match existing Willmar apparatus
05-01-503B		1	-- Cab Paint Exterior Breakline - Paint Break B
05-01-6051		1	-- Cab Undercoating
05-01-7000	>	2	-- Paint Spray Out
		1	FRONT AXLE
07-05-010D		1	Front Axle Hendrickson SteerTek 24000#
07-05-0120		1	-- Front Wheel Bearing Lube Oil
07-05-0276		1	-- Front Suspension Hendrickson Parabolic Spring 24,000
07-05-0343		1	-- Power Steering Gear TRW TAS 85 w/Assist- 20K and up -X15 Steertek
07-06-0420		1	-- Chassis Alignment
07-07-0001	>	1	-- 425 Front Tires
07-07-0201		1	-- (2) Steer Tires 425/65R 22.5 Michelin XFE "L"
07-06-0436	>	2	-- Counter Acting Balancing Beads
07-07-0742	>	1	-- (2) Front Wheels Alcoa Polished 22.5 x 13 Aluminum
07-06-0524		1	-- Front Cramp Angle 37 Degrees
07-08-0203		1	-- Front Brakes Meritor EX225 Disc 17"
07-05-0315		1	4 Spoke Steering Wheel with ESC Tilt/Telescopic 18"
		1	REAR AXLE
07-06-0112	>	1	Rear Axle, Tandem, 63000# Meritor RT-58-185
07-06-0265	>	1	-- Rear Suspension Ridewell RD-202 63000# Tandem
07-08-0110	>	1	-- Electronic Stability Control Tandem Axle - Two Valve System
07-05-0500	< >	1	-- Mud/Snow Switch Switch will be in Vista on V-Mux Trucks
07-08-0252	>	2	-- Rear Brakes S-Cam Drum 16.5" x 8.6"
07-06-0300		2	-- Rear Shock Absorbers
07-06-0351	>	1	-- Rear Axle Differential Control w/Interaxle Diff Lock - Tandem Std
08-01-0912	>	1	-- Interaxle Control Activated Vista (Tandem)
07-06-0352	>	1	-- Rear Axle Differential Control driver control locking diff tandem
08-01-0922	>	1	-- Rear Axle Diff Control (DCDL) Activated Vista (Tandem)
07-07-0452		1	-- (8) Rear Tires 315/80R 22.5 Michelin X WORKS XDY "L"
07-06-0436	>	8	-- Counter Acting Balancing Beads
07-07-0833		1	-- (8) Rear Wheels Alcoa Polished 22.5 x 9.00 Aluminum
07-07-0620		1	-- Valve Stem Extension - Tandem Axle
07-07-0993		1	-- Vehicle Top Speed 60
07-08-0189		1	-- Air Tank Brackets - Hot Dipped Galvanized

PART NO	S	QTY	DESCRIPTION
07-08-0302	>	1	-- Park Brake Rear w/Supplemental Front
08-02-0130		1	-- Park Brake Control Driver Dash
07-08-0410		1	-- Wabco System Saver 1200
07-08-0558		1	-- Moisture Ejectors Auto Heated
07-08-0570		1	-- Air Supply Lines Nylon
07-08-0725		1	-- Air Horn Reservoir (1) 1200 Cu In
07-09-001C	>	1	Frame Triple Channel 35.00" Frame Width
07-09-0050	<	1	-- Wheelbase Range 240" - 259" --255"
07-09-0071	>	1	-- Rear Overhang
07-09-0130		1	-- Frame Paint Powder Coat Black
07-13-0406	< >	1	-- Tow Eyes 3" Brite Plated - Through and Below - Shipped Loose For body division to mount under
		1	ENGINE
06-00-0050		1	-- Engine Placement
06-00-1640	>	1	-- Engine, Cummins X15, Base Spec, 2021 - Commander
06-00-0052		1	-- Cummins X12 & X15 Surcharge
06-00-1644		1	-- 600HP Cummins X15
06-02-1130		1	-- Fan Clutch - X15
06-04-3010	>	1	-- Fan Clutch Programming - Cold Weather Climate
06-02-1526	>	1	-- Auxiliary Engine Brake Compression Brake (JAKE)
08-01-0202	>	1	-- Auxiliary Engine Brake Control On/Off & Low/Med/High VISTA
06-02-2005		1	-- AC Compressor X15, ISM & Export ISL
06-03-1010		1	-- Engine High Idle Speed 1250 RPM
06-03-1023		1	-- Engine High Idle Control Manual & Automatic VISTA
06-05-3030		1	-- Engine Air Intake Filtration and Restriction X15
06-06-3760		1	-- Engine Exhaust System One Piece Officer Side, 565-605 hp, X15, 2021
06-06-4006		1	-- DEF Tank - Commander
06-06-4100		1	-- DEF Tank Access Fill Door
06-08-0100		1	-- Engine Exhaust Acc Temp Mitigation
06-08-0200		1	-- Engine Exhaust Wrap
08-02-0140		1	-- DPF Control Regeneration Switch & Inhibit Switch Covered
06-04-2006		1	-- Engine Cooling System- X 15.0L
06-04-4010		1	-- Coolant Valve Shut Off Valve w/Connection - For Additional Heater
06-05-1005		1	-- Engine Pump Heat Exchanger X15
		1	TRANSMISSION
07-01-0102		1	-- Transmission Allison 4000 EVS
07-01-0500		1	-- Transmission Fluid - Standard
07-02-0008		1	-- Transmission GEN V-E Push Button Key Pad
07-02-0013		1	-- Transmission 1 o'clock PTO
07-02-0052		1	-- Transmission Mode Programming 5th Startup/5th Mode
07-02-0066		1	-- Transmission Feature Programming I/O Package 198/Pumper
07-02-0253		1	-- Driveline Spicer 1810 HD
07-04-0108		1	-- Fuel Filter/Water Separator Cummins FS1065
07-04-0320	<	1	-- Fuel Tank 68 Gallon/257 Liter - Dual Fill - Beveled Rear Corner Fuel fill on driver side
07-04-0216		1	-- Fuel Lines Aramid Braid
07-04-0225		1	-- Fuel Shutoff Valve (2) at Filter
07-04-0230		1	-- Fuel Cooler Rearward of Battery Box
08-00-0406	>	1	-- Alternator Niehoff 360A - ISX
		1	ELECTRICAL SYSTEM
08-00-0100	>	1	Electrical System 12V DC Weldon V-MUX
08-01-0046		1	-- Driver Switch Panel, Pump Shift, Comp Dash, Electric

PART NO	S	QTY	DESCRIPTION
08-01-0051		1	-- Driver & Officer VISTA Display Weldon Vista IV
08-01-0054		1	-- Driver Panel / Switch Panel (6 Switches) Under the Vista Screen
08-09-0249		1	-- V-MUX WARRANTY - 4 YEAR
08-02-0512	< >	1	-- Aux Pwr & Gnd Stud 40A Batt Direct Please indicate location for Power Stud(s):
08-03-0110	<	1	-- Communication Antenna Base Cab Roof - RBM Supplied Shop Note Roof location. Location will be affected by Aerial Devices or Roof Mounted Accessories.
08-03-0120		1	-- Communication Antenna Cable Routing Under Officer Front Seat
08-04-1100	>	1	-- Radio WB/AM/FM/Bluetooth - Overhead Mount, Composite
08-04-1140		1	-- Overhead Radio Mount - driver's side
08-04-2100		1	-- Four (4) Speakers
08-02-0610		1	-- Weldon VDR/Seat Belt Warn - VISTA
08-01-001B		1	-- Commander Analog Gauge Composite Dash
08-01-0010	>	1	-- Instrumentation Standard Gauge Panel
08-00-0340		1	6 Battery System
08-00-0322		1	-- Batteries (6) Group 31
08-00-023A		1	-- Battery Box Driver/Officer Side Hot dipped Galvanized Steel w/Covers - 6 Battery
08-00-0248		1	-- Battery Cables (6)
08-00-0251		1	-- Battery Jumper Studs Front Driver Lower Step
08-01-0033	>	1	-- Cole Her see Ignition Switch & Battery Master w/Push Button Start - Composite Da
08-01-0040	>	1	-- Power & Ground Stud 40A Battery Direct / 15A Ignition
08-00-072D		4	-- Ground Lights LED Whelen 3SC0CDCR
08-01-0751		4	-- Ground Lights Activation with Park Brake
08-00-0735		4	-- Cab Step Lights LED (1 Per Door)
08-01-0753		4	-- Step Lights Activated Respective Side
08-00-074A		4	-- Interior Door Warning Lts Weldon 15" Amber Direct Flash Mtd Abv Window
08-00-0783		1	-- Engine Compartment Work Light LED (2)
08-00-0791		1	-- Interior Overhead LED Lighting - Red/Clear
08-00-0812	>	2	-- Add'l LED Dome Light Red/Clear - Individual Swtchd
08-00-4090	>	1	Dr Open/Hazard Wrn Lt, Flash, Whelen 3SR00FRR LED Rnd (Do Not Move Appar
08-01-2030		1	Back Up Alarm, Preco-Matic 1059
		1	HAAS Alert System
08-02-0770		1	-- HAAS Alert System, HA-5
08-02-0775		1	-- HAAS - 5 Year Subscription
08-05-1100		1	Aerial Interface - Rosenbauer Aerial - Multiplex
08-05-2003		1	-- Aerial Pre Wire - V-Mux
08-05-2021	<	1	-- Cobra Aerial - Platform Tilt Switch - Warning Light Wiring to rear of frame. - Prewire for Platform Above Level Indication

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QUOTATION

General Safety Fire Apparatus

WILLMAR FORMAL AERIAL DEVICE PORTION SPEC

Exp. Date: 02/28/2023
 Quote No: 10041-0022
 Job/Order No: P8286
 02/09/2023

Page 1

PART NO	S	QTY	DESCRIPTION
		1	== 101' Technical Information - 0.000 ==
		1	ROSENBAUER AERIAL MODELS
		1	101' THREE SECTION REAR MOUNT PLATFORM MODEL
00-01-1110		1	-- 101' Three Section, Rear Mount, Platform
00-01-1120		1	-- 101' Three Section, Rear Mount, Base Section
00-01-1130		1	-- 101' Three Section, Rear Mount, Mid Section
00-01-1140		1	-- 101' Three Section, Rear Mount, Fly Section
		1	AERIAL ENGINEERING DRAWINGS
00-03-1110		1	Technical Drawings, Platform
00-03-3000		1	-- Technical Drawings, 12V Electrical Wiring Schematic
00-03-3200		1	-- Technical Drawings, Hydraulic Plumbing Schematic
		1	IN PROCESS PHOTOS
00-04-1030		1	In Process Photos
		1	OPERATIONAL INSTRUCTIONS
00-07-1300	>	1	Platform Operation Instructions, By Aerial Mfg, At FD 3 Days
		1	AERIAL SERVICE and OPERATION MANUALS
00-08-1100		1	Platform Manuals, Operation and Service Manuals, Electronic
		1	AERIAL WARRANTIES
00-09-1210		1	Aerial Warranty, 1 Year, Material & Workmanship
		1	AERIAL TESTING
00-10-1100		1	3rd Party Aerial Testing, NFPA 1901
00-10-2100		1	Performance Testing, Waterway Flow Test, 3rd Party
		1	AERIAL PAINTING & CORROSION PROTECTION
01-00-1410		1	Outriggers, Galvanized, Beam Inner, Jack Tube Pad
00-09-8625		1	-- Outrigger, Galvanized Warranty, 25 Year
01-00-1700		1	Torque Box Galvanized
00-09-8425		1	-- Torque Box, Galvanized Warranty, 25 Year
01-00-2120		1	Galvanized/Painted Ladder Sections: Match Upper Cab
00-09-2230		1	-- Aerial Structural Design Warranty, 25 Years
00-09-7125		1	-- Aerial Ladder Section, Paint Warranty, 5 Years
00-09-8200		1	-- Aerial Ladder Sections, Galvanized Warranty, 25 Years
01-00-1335	>	1	-- Pltfrm Bskt Frame Galv, Frame and Skins Painted, Match Ladder Sections
10-05-1200		1	-- Aerial Ladder Bed, HD, S/S Scuff Plate
		1	== 101' Base Components - 0.000 ==
10-03-1000		1	Rung Cover, High-Traction Material
10-05-1100		1	Aerial Wear Pads, Between Telescoping Sections

PART NO	S	QTY	DESCRIPTION
10-06-1200		1	Sign Panel Brackets, Aerial
10-06-1752	>	1	-- Provisions for Backlit Sign Panels
10-06-1800	>	1	Rosenbauer "R" Cradle Sign Brackets
10-06-1852		1	-- Provisions for Cylinders Covers to be Backlit
10-06-2020		1	Base Markings, Indicate Extension Position, Red
10-08-3200		1	Platform Brthg Air System, DOT, (1)6000, (2)Outlets
10-08-5200		1	-- Brthg Air System, Refill Valve, Quick Disconnect
10-08-6200		1	-- Brthg Air System, Air Outlet, Quick Cnct, T/table
10-08-7560		1	-- Brthng Air System, Smart Aerial Air Monitor System, T/Tbl-Bskt
10-09-1010		1	-- Breathing Air Bottle(s) Color, Same as Ladder Sections
10-09-2010		1	-- Breathing Air Bottle(s) Marking Color, Same as Extension Markings
10-08-5350		1	Brthg Air System, 75' Refill Hose, Vlv, w/Quick Connect
		1	== 101' Fly Components - 0.000 ==
45-02-1010		1	Roof Ladder, Bolt On, Mnt Bracket, Inside Fly Section
45-02-3521		1	-- Roof Ladder, Duo Safety, 875-A, 16', Alum, Special Width 17"
45-03-1030		1	Pike Pole, Weld Plates, Tip of Fly
45-03-3200		1	-- Pike Pole Bolt On Mounting Brackets, Tip of Fly Section
45-03-3800		1	-- Pike Pole, 8', Fiberglass Handle
45-03-1210		1	Axe Bolt On Mountings Brackets, Platform Basket
45-03-1900		1	-- Axe, Pick Head, 6#, Fiberglass Handle
45-03-1210		1	Axe Bolt On Mountings Brackets, Platform Basket
45-03-1700		1	-- Axe, Flat Head, 6#, Fiberglass Handle
45-03-2030		1	Halligan Tool, Platform Basket
45-03-3200	S	1	Pike Pole Bolt On Mounting Brackets, Inside Platform
45-03-3500	S	1	-- Pike Pole, 4', Fiberglass Handle W/ D-Handle
		1	== 101' Platform Options - 0.000 ==
00-01-1150	S <	1	101' Three Section, Rear Mount, Platform Basket
			A pair of handrails will be installed on the rear angled portion of the base section, one each side (as large as possible) for assistance in egress on and off the stowed ladder.
		1	PLATFORM BASKET COMPONENTS
49-05-0100		1	-- Platform, Lighting , LED
49-05-1000		1	-- Platform Basket, Components, Self Leveling
49-05-1110		1	-- Platform Basket, 8" Extension
49-05-2100		1	-- Platform Extending Arms
49-05-3000		1	-- Mansaver Bar, FRC, Installed Platform Opening
49-05-4030		1	-- Platform Basket, (2) Hoses [1-1/2"], (2) Storage Box, Rear Walls
49-05-4710		1	-- Pltfrm Strge Box , Painted Same Color as Pltfrm Basket
49-05-5000		1	-- Bumpers, Platform Step, Rubber
49-06-1010	>	1	-- Platform Tilt Up Switch
82-48-1060	S <	1	-- Tip Lights, Platform, (1), FireTech HiViz FT-MB-2.18-FT-W
			To be wired as brow light as well through Vista screen
82-48-1210		1	-- Platform DOT Travel Lights: Rear-Mounts
82-49-1140		1	-- Platform Basket Warning Lights: Whelen TION T-Series
82-49-1230		1	-- Pltfrm Bkst Wrng Lts: Whelen (4)Frnt, (1)Each Side
82-49-1310	>	1	-- Platform Basket Warning Lights: Activate Turntable & Cab
82-49-1710		1	-- Platform Basket Warning Lights, Color: Red TIONR
82-49-3450		1	-- SceneLight, Under Basket, (2) FRC: Spectra MAX, SPA260-Q20
82-49-4510	<	1	-- Scene Lights, Telescopic, (2), FRC Spectra MAX: SPA540-K28
			Mounted one each side on sides of basket as far rearward as possible
85-49-1200		1	-- Receptacle, Pltfrm Bskt, 120V, 15A, (1)Circuit, (2)Outlets
		1	== 101' Aerial Rotation System - 0.000 ==
		1	AERIAL ROTATION SYSTEM
50-00-1400		1	Platform Rotation System, 48" Bearing, 30 Bolts, Platform
50-00-2010		1	Panel Language: English
50-01-1525		1	Smart Aerial Control, Platform, Turntable, Command Pedestal
50-01-1900		1	-- Aerial Gauges & Visual Display, Feet/Gallons
50-02-1010		1	-- Command Pedestal Lid

PART NO	S	QTY	DESCRIPTION
50-02-1030		1	-- Platform, Screen & Joystick Protection
50-06-1200	S <	1	-- Turntable, Two Sided
			The step deck shall be turned into a storage box like Anchorage AK (75397)
01-00-2010		1	-- Handrails on Turntable, Knurled Stainless Steel
01-00-2054		1	-- Handrail Orientation; Bent Outward
50-08-1510	S <	1	-- One (1), Harness Storage Box
			The box shall be made of aluminum treadplate. No Linex
50-08-1230		1	-- Safety Bar, FRC, (2), Swing Up At Turntable Openings
50-08-1420		1	-- Mansaver Bar Color; Red
50-11-1200		1	-- Turntable, Control Stand & Lid, Painted to Match Ladder Sect
50-11-1410		1	-- Turntable Control Lid/Door Ajar
65-04-1115		1	-- Outrigger Control Screen, Smart Aerial
90-01-2200		1	-- Hydraulic System, Filter, High Pressure
90-01-3210		1	-- Hydraulic System, Return Filter, Low Pressure
50-07-1100		1	Warning Label, Ladder Control Stands
50-17-1200		1	Air Horn Button, Turntable Panel
		1	== 101' Torque Box Components - 0.000 ==
		1	TORQUE BOX COMPONENTS
60-00-1120		1	Torque Box
		1	== 101' Outriggers & Stabilizers - 0.000 ==
		1	OUTRIGGERS and STABILIZERS
65-01-1200		1	Outriggers, Smart Aerial Components
65-02-1240	>	1	Outriggers, 2 Front Out-Down, 2 Rear Out-Down
65-02-2176		1	-- Front Outriggers Directly Behind Cab
65-03-1300		1	Short Jacking, Smart Aerial
65-07-1100	>	1	Outrigger Plates, Auxiliary, 1/2" Alum
65-09-1200		1	Outrigger Stowed Indicator, Light in Cab
		1	== 101' Aerial Waterway & Capabilities - 0.000 ==
		1	AERIAL PERFORMANCE CAPABILITIES
70-00-1320		1	Performance Capabilities, Pltfrm, 2000 GPM, -12/+75
70-00-1430		1	-- Waterway 360 Degree 5" Swivel, 2-Port
70-01-1300		1	-- Waterway, Alum, Pltfrm, 5"OD Base, 4.5"Mid, 4"Fly
70-01-1710		1	-- Waterway Color; Aluminum
70-02-1230		1	-- Waterway, Akron, 5" Butterfly Valve, Electricall Operated
70-13-1120		1	-- Wireless Radio Remote: Platform & Monitor(s)
65-04-1330		1	-- Outrigger Control Valves, Electric, (4) Out-Down
65-06-1300		1	-- Outriggers, Automatic Self-Leveling, (4)Extending Outriggers
65-06-1420		1	-- All Jacks Up Switch
70-17-1026	<	1	-- Monitor, Akron, 3486, Elec, StreamMaster II with AVM
			It shall have at least one 90 degree ball valve with 2 1/2" NH threads on the outlet.
70-17-1140		1	-- Nozzle, Akron, 5178, 2000 GPM
70-18-1300		1	-- Stacked Tips, Akron, 2499, Straight Bore Tips
70-18-1640		1	-- Monitor Color, Akron Red
70-03-1210		1	Waterway, Relief Valve, 2.5", Above Turntable
70-04-1100	>	1	Waterway, Relief Valve & Drain Valve
70-20-1210		1	Reducer (1) 2.5" to 1.5" with Cap
		1	== 101' Electrical System - 0.000 ==
80-01-1000		1	Platform Converter Package, Standard
80-01-2130		1	Intercom, 2-Station, Turntable & Platform, Atkinson: AD26C & AD26D
80-09-1010		1	Light Housing Color; White
80-10-1240		1	Tracking Light, Base Section, (1) Hi-Viz: FT-MB-33-FT-W
87-10-2500		1	Ladder Rung Lights, (2), LED, Red

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City Council Action Request

Council Meeting Date:	December 18, 2023	Agenda Item Number:	9.B.
Agenda Section:	Regular Business	Originating Department:	Recreation
Resolution:	Yes	Prepared By:	Rob Baumgarn, Recreation Director
Ordinance:	No	Presented By:	Rob Baumgarn, Recreation Director
Item:	Approve credit change order #11 for the construction contingency of the Swansson Fields project and close out the project.		

RECOMMENDED ACTION:

Approve resolution accepting credit change order #11 in the amount of \$12,727.85 of unused construction contingency funds from the Swansson Field project and approve the close out of the project.

OVERVIEW:

The Swansson Fields project was one of several projects of the local option sale tax program. The project was completed in the spring of 2023. After the final quantities were reconciled by Marcus Construction, there were leftover construction contingency funds for the project for \$12,727.85. The leftover funds will go back into the overall budget of the project. This action will officially close the project.

BUDGETARY/FISCAL ISSUES:

Swansson Fields Project: \$2 Million Budget

Cost of Project: \$1,965,571.40

Remaining funds: \$34,428.60- this includes charger order # 11 in the total amount.

ALTERNATIVES TO CONSIDER:

None

ATTACHMENTS:

1. Resolution for Swansson Field Change order and close out
2. 2020-City_of_Willmar-Swansson_Fields-2023-12-07

RESOLUTION NO. ____

**RESOLUTION APPROVING CHANGE ORDER #11 IN THE AMOUNT OF \$12,727.85 OF UNUSED
CONSTRUCTION CONTINGENCY FUNDS FROM THE SWANSSON FIELD PROJECT AND TO CLOSE OUT
THE PROJECT**

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar to approve change order #11 in the amount of \$12,727.85 of unused construction contingency funds from the Swansson Field project and to close out the project.

Dated this 18th day of December 2023

Douglas E. Reese, Mayor

Attest:

CITY CLERK



PCCO #011

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

Project: 2020 - City of Willmar - Swansson Fields
Willmar, Minnesota 56201

Prime Contract Change Order #011: Construction Contingency

TO:	City of Willmar 333 6th St SW Willmar, Minnesota 56201	FROM:	Marcus Construction Co., Inc. 2580 Highway 12 E Willmar, Minnesota 56201
DATE CREATED:	1/05/2023	CREATED BY:	CJ Senger (Marcus Construction Co., Inc.)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
DESIGNATED REVIEWER:	Rob Baumgard (City of Willmar)	REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:		EXECUTED:	No
		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	1:City of Willmar - Swansson Fields Prime Contract	TOTAL AMOUNT:	(\$12,727.85)

DESCRIPTION:

Contingency

Remaining contingency after project completion was \$12,435.60 plus 2.35% fee totaling \$12,727.85

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
013	Construction Contingency		(\$12,727.85)
Total:			(\$12,727.85)

CHANGE ORDER LINE ITEMS:

PCO # 013: Construction Contingency

#	Budget Code	Description	Amount
1		Remaining Contingency	\$(12,727.85)
Grand Total:			\$(12,727.85)

The original (Contract Sum)	\$1,771,876.48
Net change by previously authorized Change Orders	\$38,464.68
The contract sum prior to this Change Order was	\$1,810,341.16
The contract sum would be changed by this Change Order in the amount of	(\$12,727.85)
The new contract sum including this Change Order will be	\$1,797,613.31
The contract time will not be changed by this Change Order.	

Dana Hlebichuk (Wideth Smith Nolting)
6641 Lake Boulevard
Forest Lake, Minnesota 55025

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

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

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE



City Council Action Request

Council Meeting Date:	December 18, 2023	Agenda Item Number:	9.C.
Agenda Section:	Regular Business	Originating Department:	Recreation
Resolution:	Yes	Prepared By:	Rob Baumgarn, Recreation Director
Ordinance:	No	Presented By:	Rob Baumgarn, Recreation Director
Item:	Approve credit change order #12 for the construction contingency of the Recreation Fields project and close out the project.		

RECOMMENDED ACTION:

Approve resolution accepting credit change order #12 in the amount of \$122,844.46 of unused construction contingency funds from the Recreation Field project and to close out the project.

OVERVIEW:

The Recreation Fields project was one of several projects of the local option sales tax program. The project was completed in the spring of 2023. After the final quantities were reconciled by Marcus Construction, there were leftover construction contingency funds for the project for \$122,844.46. The leftover funds will go back into the overall budget of the project. This action will officially close the project.

BUDGETARY/FISCAL ISSUES:

Recreation Fields Project: \$6 Million

Total Cost of the Project: \$5,715,196.13

Remaining Funds: \$284,803.87. This includes change order #12 in the total amount

ALTERNATIVES TO CONSIDER:

None

ATTACHMENTS:

1. Resolution for Recreation Field Change order and close out
2. 2030-City_of_Willmar-Recreation_Fields-2023-12-07

RESOLUTION NO. ____

**RESOLUTION APPROVING CHANGE ORDER #12 IN THE AMOUNT OF \$122,844.46 OF UNUSED
CONSTRUCTION CONTINGENCY FUNDS FROM THE RECREATION FIELDS PROJECT AND TO CLOSE OUT
THE PROJECT**

Motion By: _____ Second By: _____

BE IT RESOLVED by the City Council of the City of Willmar to approve change order #12 in the amount of \$122,844.46 of unused construction contingency funds from the Recreation Fields project and to close out the project.

Dated this 18th day of December 2023

Douglas E. Reese, Mayor

Attest:

CITY CLERK



PCCO #012

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

Project: 2030 - City of Willmar - Recreation Fields
Willmar, Minnesota 56201

Prime Contract Change Order #012: Construction Contingency

TO:	Willmar Parks and Recreation 2707 Arena Drive Willmar, Minnesota 56201	FROM:	Marcus Construction Co., Inc. 2580 Highway 12 E Willmar, Minnesota 56201
DATE CREATED:	2/22/2023	CREATED BY:	CJ Senger (Marcus Construction Co., Inc.)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
DESIGNATED REVIEWER:	Rob Baumgard (City of Willmar)	REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:		EXECUTED:	No
		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	1:City of Willmar - Recreation Fields Prime Contract	TOTAL AMOUNT:	(\$122,844.46)

DESCRIPTION:

CE #041 - Construction Contingency

Contingency

Remaining contingency after project completion was \$120,023.91 plus 2.35% fee totaling \$122,844.46

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
015	Construction Contingency		(\$122,844.46)
Total:			(\$122,844.46)

CHANGE ORDER LINE ITEMS:

PCO # 015: Construction Contingency

#	Budget Code	Description	Amount
1			\$(122,844.46)
Grand Total:			\$(122,844.46)

The original (Contract Sum)	\$5,223,244.28
Net change by previously authorized Change Orders	\$111,945.10
The contract sum prior to this Change Order was	\$5,335,189.38
The contract sum would be changed by this Change Order in the amount of	(\$122,844.46)
The new contract sum including this Change Order will be	\$5,212,344.92
The contract time will not be changed by this Change Order.	

Dana Hlebichuk (Wideth Smith Nolting)

6641 Lake Boulevard
Forest Lake, Minnesota 55025

Willmar Parks and Recreation

2707 Arena Drive
Willmar, Minnesota 56201

Marcus Construction Co., Inc.

2580 Highway 12 E
Willmar, Minnesota 56201

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE



City Council Action Request

Council Meeting Date:	December 18, 2023	Agenda Item Number:	9.D.
Agenda Section:	Regular Business	Originating Department:	Public Works
Resolution:	Yes	Prepared By:	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	Presented By:	Jared Voge
Item:	Accept and Approve Final Project No. 2201-B Pay App-Charolette Str SE from Johanna Ave to Becker Ave		

RECOMMENDED ACTION:

Adopt the resolution accepting Project No. 2201-B and authorizing final payment to Duininck, Inc. in the amount of \$98,159.34.

OVERVIEW:

Project No. 2201-B, the reconstruction of Charlotte Street SE from Johanna Ave to Becker Ave, was awarded to Duininck, Inc. in the amount of \$1,382,205.29 at the April 4, 2022 Council Meeting.

Final quantities have been reconciled and staff recommends authorization of final payment in the amount of \$98,159.34.

BUDGETARY/FISCAL ISSUES:

The final payment is within the project budget.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

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

Resolution No.

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

Motion By:_____ Second By:_____

IMPROVEMENT: Project No. 2201-B: Charlotte Street SE Reconstruction

CONTRACTOR:	Duininck, Inc.
DATE OF CONTRACT:	April 4, 2022
BEGIN WORK:	May 30, 2022
COMPLETE WORK:	November 17 2023
APPROVE, ENGINEERING DEPT:	November 21, 2023

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

1. The said City of Willmar Charlotte Street SE Project be herewith approved and accepted by the City of Willmar.
2. The following summary and final payment be approved:

ORIGINAL CONTRACT AMOUNT:	\$1,382,205.29
CHANGE ORDER NO. 1	\$23,174.00
CHANGE ORDER NO. 2	(\$55,887.67)
FINAL NET CONTRACT AMOUNT, PROPOSED:	\$1,349,491.62
ACTUAL FINAL CONTRACT AMOUNT AS CONSTRUCTED:	\$1,349,491.62
Less Previous Payments	\$1,251,332.28
FINAL PAYMENT DUE CONTRACTOR:	\$98,159.34

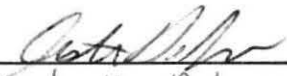
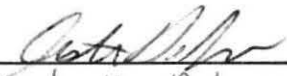
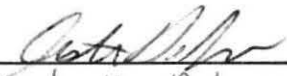
Dated this 18th day of December, 2023

Attest:

Mayor

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>Charlotte Street SE</u> Contract: <u>Charlotte Street SE</u>	Owner's Project No.: <u>2201-B</u> Engineer's Project No.: <u>OW1.126077</u> Agency's Project No.: _____																																				
Application No.: <u>7 - FINAL</u> Application Date: <u>11/21/2023</u>																																					
Application Period: <u>From</u> <u>7/22/2023</u> <u>to</u> <u>11/17/2023</u>																																					
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Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.																																					
Contractor: <u>Duininck, Inc.</u>																																					
Signature: <u></u>	Date: <u>12/6/2023</u>																																				
Name: <u>Bryce Thorp</u>	Title: <u>Contract Manager</u>																																				
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Progress Estimate - Unit Price Work

Owner: City of Willmar
 Engineer: Bolton & Menk, Inc.
 Contractor: Duinink, Inc.
 Project: Charlotte Street SE
 Contract: Charlotte Street SE

Contractor's Application for Payment

Owner's Project No.: 2201-B
 Engineer's Project No.: 0W1.126077
 Agency's Project No.:

Application No.: 7 - FINAL Application Period: From 07/22/23 to 11/17/23 Application Date: 11/21/23

Bid Item No.	Description	Item Quantity	Contract Information		Value of Bid Item (C X E) (\$)	Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (I / F) (%)
			Units	Unit Price (\$)		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	33,000.00	33,000.00	1.00	33,000.00	1.00	33,000.00		33,000.00	100%
2	CLEARING	34.00	TREE	315.00	10,710.00	31.00	9,765.00	31.00	9,765.00		9,765.00	91%
3	GRUBBING	34.00	TREE	175.00	5,950.00	31.00	5,425.00	31.00	5,425.00		5,425.00	91%
4	REMOVE CURB AND GUTTER	2,947.00	LIN FT	4.25	12,524.75	2,915.00	12,388.75	2,915.00	12,388.75		12,388.75	99%
5	REMOVE BITUMINOUS PAVEMENT	6,698.00	SQ YD	4.00	26,792.00	6,698.00	26,792.00	6,698.00	26,792.00		26,792.00	100%
6	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	95.00	SQ YD	15.00	1,425.00	112.00	1,680.00	112.00	1,680.00		1,680.00	118%
7	REMOVE CONCRETE DRIVEWAY PAVEMENT	455.00	SQ YD	17.00	7,735.00	413.00	7,021.00	413.00	7,021.00		7,021.00	91%
8	REMOVE CONCRETE WALK	918.00	SQ YD	10.00	9,180.00	602.75	6,027.50	602.75	6,027.50		6,027.50	66%
9	SALVAGE MAILBOX	1.00	EACH	300.00	300.00	1.00	300.00	1.00	300.00		300.00	100%
10	SALVAGE SIGN	6.00	EACH	40.00	240.00	6.00	240.00	6.00	240.00		240.00	100%
11	SALVAGE FENCE	12.00	LIN FT	15.00	180.00	-	-	-	-		-	-
12	COMMON LABORERS	15.00	HOURL	55.00	825.00	1.75	96.25	1.75	96.25		96.25	12%
13	3.0 CU YD SHOVEL	8.00	HOURL	150.00	1,200.00	-	-	-	-		-	-
14	DOZER	8.00	HOURL	160.00	1,280.00	-	-	-	-		-	-
15	12 CU YD TRUCK	8.00	HOURL	115.00	920.00	-	-	-	-		-	-
16	3.0 CU YD FRONT END LOADER	8.00	HOURL	100.00	800.00	-	-	-	-		-	-
17	SKID LOADER	8.00	HOURL	100.00	800.00	-	-	-	-		-	-
18	1.5 CU YD BACKHOE	8.00	HOURL	128.00	1,024.00	1.00	128.00	1.00	128.00		128.00	13%
19	COMMON EXCAVATION (P)	4,646.00	CU YD	14.50	67,367.00	4,646.00	67,367.00	4,646.00	67,367.00		67,367.00	100%
20	SUBGRADE EXCAVATION (EV)	511.00	CU YD	15.00	7,665.00	151.00	2,265.00	151.00	2,265.00		2,265.00	30%
21	SELECT GRANULAR BORROW (CV)	3,066.00	CU YD	26.00	79,716.00	2,492.00	64,792.00	2,492.00	64,792.00		64,792.00	81%
22	GEOTEXTILE FABRIC TYPE V	7,665.00	SQ YD	1.55	11,880.75	7,477.00	11,589.35	7,477.00	11,589.35		11,589.35	98%
23	AGGREGATE BASE (CV) CLASS 5	1,405.00	CU YD	38.00	53,390.00	1,247.00	47,386.00	1,247.00	47,386.00		47,386.00	89%
24	AGGREGATE SURFACING (CV) CLASS 5	7.00	CU YD	38.00	266.00	13.26	503.88	13.26	503.88		503.88	189%
25	TYPE SP 9.5 WEARING COURSE MIX (2,B)	604.00	TON	88.00	53,152.00	737.27	64,879.76	945.02	83,161.76		83,161.76	156%
26	TYPE SP 12.5 NON WEAR COURSE MIX (2,B)	1,006.00	TON	83.00	83,498.00	943.31	78,294.73	943.31	78,294.73		78,294.73	94%
27	BITUMINOUS DRIVEWAY PAVEMENT	35.00	SQ YD	80.00	2,800.00	43.67	3,493.60	43.67	3,493.60		3,493.60	125%
28	4" CONCRETE WALK	7,101.00	SQ FT	6.50	46,156.50	7,849.00	51,018.50	7,849.00	51,018.50		51,018.50	111%
29	6" CONCRETE WALK (PEDESTRIAN RAMPS)	821.00	SQ FT	8.50	6,978.50	925.00	7,862.50	925.00	7,862.50		7,862.50	113%
30	CONCRETE CURB & GUTTER DESIGN B618	2,951.00	LIN FT	15.00	44,265.00	2,951.00	44,265.00	2,951.00	44,265.00		44,265.00	100%
31	6" CONCRETE DRIVEWAY PAVEMENT	595.00	SQ YD	65.00	38,675.00	515.00	33,475.00	515.00	33,475.00		33,475.00	87%
32	CONCRETE STEP	21.00	EACH	275.00	5,775.00	3.00	825.00	3.00	825.00		825.00	14%
33	TRUNCATED DOMES	180.00	SQ FT	52.00	9,360.00	162.00	8,424.00	162.00	8,424.00		8,424.00	90%
34	5" EDGE DRAIN	2,748.00	LIN FT	8.00	21,984.00	2,748.00	21,984.00	2,748.00	21,984.00		21,984.00	100%
35	5" DRAIN CLEANOUT	4.00	EACH	300.00	1,200.00	4.00	1,200.00	4.00	1,200.00		1,200.00	100%
36	SUMP PUMP DRAINLINE SERVICE	40.00	EACH	300.00	12,000.00	11.00	3,300.00	11.00	3,300.00		3,300.00	28%
37	TRAFFIC CONTROL	1.00	LUMP SUM	6,500.00	6,500.00	1.00	6,500.00	1.00	6,500.00		6,500.00	100%
38	FURNISH & INSTALL SIGN TYPE C	6.00	EACH	450.00	2,700.00	6.00	2,700.00	6.00	2,700.00		2,700.00	100%
39	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%
40	REINSTALL MAILBOX	1.00	EACH	450.00	450.00	1.00	450.00	1.00	450.00		450.00	100%
41	REINSTALL FENCE	12.00	LIN FT	25.00	300.00	-	-	-	-		-	-
42	STORM DRAIN INLET PROTECTION	26.00	EACH	125.00	3,250.00	26.00	3,250.00	26.00	3,250.00		3,250.00	100%
43	STABILIZED CONSTRUCTION EXIT	4.00	EACH	1,000.00	4,000.00	-	-	-	-		-	-
44	STRIP, SALVAGE, SCREEN, AND RESPREAD EXISTING TOPSOIL	1.00	LUMP SUM	25,000.00	25,000.00	1.00	25,000.00	1.00	25,000.00		25,000.00	100%

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Willmar	Owner's Project No.:	2201-B
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	OW1.126077
Contractor:	Duininck, Inc.	Agency's Project No.:	
Project:	Charlotte Street SE		
Contract:	Charlotte Street SE		

Application No.:		7 - FINAL		Application Period:		From 07/22/23		to 11/17/23		Application Date:		11/21/23	
A	B	C	D	E	F	F1	F2	G	H	I	J	K	
Bid Item No.	Description	Item Quantity	Contract Information			Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	
			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) (\$)				
45	COMMON TOPSOIL BORROW (LV)	95.00	CU YD	45.00	4,275.00	8.60	387.00	8.60	387.00		387.00	9%	
46	TURF ESTABLISHMENT, HYDROMULCH	2,671.00	SQ YD	1.24	3,312.04	3,125.00	3,875.00	3,125.00	3,875.00		3,875.00	117%	
47	TURF ESTABLISHMENT, EROSION CONTROL BLANKET	199.00	SQ YD	3.00	597.00	-	-	-	-		-		
48	REMOVE STORM SEWER PIPE (12" & LARGER)	1,400.00	LIN FT	6.50	9,100.00	1,400.00	9,100.00	1,400.00	9,100.00		9,100.00	100%	
49	REMOVE STORM MANHOLE OR CATCH BASIN	14.00	EACH	225.00	3,150.00	14.00	3,150.00	14.00	3,150.00		3,150.00	100%	
50	CONNECT TO EXISTING STORM PIPE	4.00	EACH	750.00	3,000.00	4.00	3,000.00	4.00	3,000.00		3,000.00	100%	
51	12" RC PIPE SEWER CLASS V	301.00	LIN FT	70.00	21,070.00	295.00	20,650.00	295.00	20,650.00		20,650.00	98%	
52	15" RC PIPE SEWER CLASS V	82.00	LIN FT	85.00	6,970.00	82.00	6,970.00	82.00	6,970.00		6,970.00	100%	
53	18" RC PIPE SEWER CLASS III	67.00	LIN FT	90.00	6,030.00	69.00	6,210.00	69.00	6,210.00		6,210.00	103%	
54	24" RC PIPE SEWER CLASS III	871.00	LIN FT	85.00	74,035.00	739.00	62,815.00	739.00	62,815.00		62,815.00	85%	
55	22"x13" RC ARCH PIPE	42.00	LIN FT	130.00	5,460.00	42.00	5,460.00	42.00	5,460.00		5,460.00	100%	
56	CONSTRUCT DRAINAGE STRUCTURE, DES H	52.40	LIN FT	425.00	22,270.00	40.00	17,000.00	51.30	21,802.50		21,802.50	98%	
57	CONSTRUCT DRAINAGE STRUCTURE, DES 48-4020	29.50	LIN FT	575.00	16,962.50	18.00	10,350.00	20.30	11,672.50		11,672.50	69%	
58	CONSTRUCT DRAINAGE STRUCTURE, DES 60-4020	29.30	LIN FT	925.00	27,102.50	33.02	30,543.50	40.30	37,277.50		37,277.50	138%	
59	CONSTRUCT DRAINAGE STRUCTURE, DES 72-4020	7.90	LIN FT	1,125.00	8,887.50	7.17	8,066.25	8.20	9,225.00		9,225.00	104%	
60	INTERIOR LINING OF CATCH BASIN RINGS	15.00	EACH	750.00	11,250.00	15.00	11,250.00	15.00	11,250.00		11,250.00	100%	
61	CASTING ASSEMBLY (STORM)	24.00	EACH	750.00	18,000.00	25.00	18,750.00	25.00	18,750.00		18,750.00	104%	
62	ADJUST FRAME AND RING CASTING (STORM)	9.00	EACH	475.00	4,275.00	9.00	4,275.00	9.00	4,275.00		4,275.00	100%	
63	REMOVE SANITARY MANHOLE	4.00	EACH	350.00	1,400.00	4.00	1,400.00	4.00	1,400.00		1,400.00	100%	
64	CONNECT TO EXISTING SANITARY SEWER MAIN	7.00	EACH	575.00	4,025.00	7.00	4,025.00	7.00	4,025.00		4,025.00	100%	
65	8"x4" PVC WYE, SDR 26	43.00	EACH	700.00	30,100.00	39.00	27,300.00	39.00	27,300.00		27,300.00	91%	
66	4" PVC SANITARY SERVICE PIPE, SDR 26	1,419.00	LIN FT	45.00	63,855.00	1,276.00	57,420.00	1,276.00	57,420.00		57,420.00	90%	
67	8" PVC PIPE SEWER, SDR 35	1,193.00	LIN FT	60.00	71,580.00	1,182.00	70,920.00	1,182.00	70,920.00		70,920.00	99%	
68	10" PVC PIPE SEWER, SDR 35	510.00	LIN FT	70.00	35,700.00	507.00	35,490.00	507.00	35,490.00		35,490.00	99%	
69	CONSTRUCT SANITARY SEWER MANHOLE, DES 4007C	42.10	LIN FT	575.00	24,207.50	37.65	21,648.75	37.65	21,648.75		21,648.75	89%	
70	CASTING ASSEMBLY (SANITARY)	5.00	EACH	625.00	3,125.00	5.00	3,125.00	5.00	3,125.00		3,125.00	100%	
71	ADJUST FRAME AND RING CASTING (SANITARY)	5.00	EACH	475.00	2,375.00	5.00	2,375.00	5.00	2,375.00		2,375.00	100%	
72	REMOVE WATERMAIN	879.00	LIN FT	1.25	1,098.75	915.00	1,143.75	915.00	1,143.75		1,143.75	104%	
73	REMOVE HYDRANT	3.00	EACH	275.00	825.00	3.00	825.00	3.00	825.00		825.00	100%	
74	TEMPORARY WATER SERVICE	1.00	LUMP SUM	3,000.00	3,000.00	1.00	3,000.00	1.00	3,000.00		3,000.00	100%	
75	CONNECT TO EXISTING WATERMAIN	7.00	EACH	1,575.00	11,025.00	7.00	11,025.00	7.00	11,025.00		11,025.00	100%	
76	HYDRANT (7.5' BURY)	3.00	EACH	6,150.00	18,450.00	3.00	18,450.00	3.00	18,450.00		18,450.00	100%	
77	6" GATE VALVE AND BOX	3.00	EACH	2,500.00	7,500.00	3.00	7,500.00	3.00	7,500.00		7,500.00	100%	
78	8" GATE VALVE AND BOX	9.00	EACH	3,150.00	28,350.00	9.00	28,350.00	9.00	28,350.00		28,350.00	100%	
79	1" CORPORATION STOP & SADDLE	18.00	EACH	500.00	9,000.00	18.00	9,000.00	18.00	9,000.00		9,000.00	100%	
80	1" CURB STOP & BOX	18.00	EACH	575.00	10,350.00	18.00	10,350.00	18.00	10,350.00		10,350.00	100%	
81	1" PE WATER SERVICE PIPE	616.00	LIN FT	28.00	17,248.00	650.00	18,200.00	650.00	18,200.00		18,200.00	106%	
82	4" POLYSTYRENE INSULATION	105.00	SQ YD	40.00	4,200.00	96.62	3,864.80	96.62	3,864.80		3,864.80	92%	
83	6" C900 PVC WATERMAIN	38.00	LIN FT	75.00	2,850.00	39.00	2,925.00	39.00	2,925.00		2,925.00	103%	
84	8" C900 PVC WATERMAIN	841.00	LIN FT	65.00	54,665.00	876.00	56,940.00	876.00	56,940.00		56,940.00	104%	
85	WATERMAIN FITTINGS	591.00	POUND	15.00	8,865.00	1,005.00	15,075.00	1,005.00	15,075.00		15,075.00	170%	
86	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%	
87	LANDSCAPING ALLOWANCE	1.00	ALLOWANCE	15,000.00	15,000.00	0.25	3,675.00	0.25	3,675.00		3,675.00	25%	
		-	-	-	-	-	-	-	-		-		
Original Contract Totals					\$ 1,382,205.29		\$ 1,294,017.87		\$ 1,326,317.62	\$ -	\$ 1,326,317.62	96%	

Contractor's Application for Payment

Owner's Project No.: 2201-B
Engineer's Project No.: 0W1.126077
Agency's Project No.:

Application Date: 11/21/23

Original Contract and Change Orders													
Project Totals	\$	1,349,491.62		\$	1,317,191.87		\$	1,349,491.62	\$	-	\$	1,349,491.62	100%

CHANGE ORDER FORM

NO.: 2

Owner: City of Willmar
 Engineer: Bolton & Menk, Inc.
 Contractor: Duinick, Inc.
 Project: Charlotte Street SE Reconstruction
 Contract Name: Charlotte Street SE Reconstruction
 Date Issued: 11/21/2023
 Owner's Project No.: 2201-B
 Engineer's Project No.: OW1.126077
 Contractor's Project No.:
 Effective Date of Change Order: 11/21/2023

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

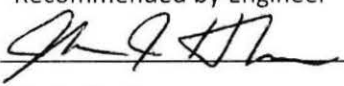
Description:

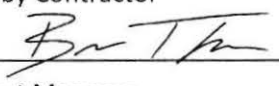
This change order reconciles Final Contract Amount to Final Quantities. -\$55,887.67 Lump Sum

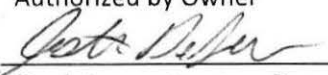
Attachments:

None

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 1,382,205.29	Original Contract Times: Substantial Completion: 10/14/2022 Ready for final payment: 06/16/2023
Increase from previously approved Change Orders No. 1: \$ 23,174.00	Increase from previously approved Change Orders No.1: Substantial Completion: 0 Ready for final payment: 0
Contract Price prior to this Change Order: \$ 1,405,379.29	Contract Times prior to this Change Order: Substantial Completion: 10/14/2022 Ready for final payment: 06/16/2023
Decrease this Change Order: \$ 55,887.67	Increase this Change Order: Substantial Completion: 0 Ready for final payment: 11/17/2023
Contract Price incorporating this Change Order: \$ 1,349,491.62	Contract Times with all approved Change Orders: Substantial Completion: 10/14/2022 Ready for final payment: 11/17/2023

Recommended by Engineer
 By: 
 Title: Principal In Charge
 Date: 12/6/2023

Accepted by Contractor

 Contract Manager
 12/6/2023

Authorized by Owner
 By: 
 Title: Public Works Director
 Date: 12-7-2023



City Council Action Request

Council Meeting Date:	December 18, 2023	Agenda Item Number:	9.E.
Agenda Section:	Regular Business	Originating Department:	Public Works
Resolution:	Yes	Prepared By:	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	Presented By:	Jared Voge
Item:	Authorize Advertisement for Bids: Eagle Lake Lift Stations 7, 8 & 9		

RECOMMENDED ACTION:

Adopt the resolution approving plans and specifications and authorizing advertisement for bids of the Eagle Lake Lift Stations 7, 8 & 9 Project with a bid opening date of January 23rd, 2024 at 10:00 a.m.

OVERVIEW:

Staff is requesting approval of plans and specifications and authorization of advertisement for bids for the replacement of Eagle Lake Lift Stations No. 7 and 8, and repairs to Eagle Lake Lift Station No. 9.

Eagle Lake Lift Station No. 7, located near Highway 71/23 North, was constructed in 1975 and has reached its useful life. It has become undersized due to the growth in the area and has become problematic during rain storms. The location of the lift station poses a concern as it is vulnerable to traffic. Eagle Lake Lift Station No. 8, located on 47th Ave NE adjacent to a residential driveway, was constructed in 1975 and has also reached its useful life. The lift station has become undersized for the capacity required and also is problematic during rain storms. Neither of the lift stations have exterior lighting and it poses a hazard to staff when doing repairs at night. Eagle Lake Lift Station No. 9 is in need of a new control panel and minor site work for accessibility and drainage.

BUDGETARY/FISCAL ISSUES:

The 2023 CIP includes \$1,200,000 for the design and construction of Lift Station No. 7 and \$950,000 for the design and construction of Lift Station No. 8. The repairs to Lift Station No. 9 will be funded by the Wastewater operating budget.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Resolution- Eagle Lake Lift Stations 7, 8 & 9 Ad for Bids
2. 2023-12-11 130330 EAGLE LAKE LIFT STATION 7 8 9 TITLE PAGE

RESOLUTION NO. _____

**A RESOLUTION APPROVING FINAL PLANS AND SPECIFICATIONS AND AUTHORIZING
PUBLICATION OF THE ADVERTISEMENT FOR BIDS FOR THE EAGLE LAKE LIFT STATIONS 7, 8 &
9 PROJECT.**

Motion By: _____ Second By: _____

WHEREAS consultant firm Bolton and Menk, Inc. has presented plans and specifications for the Eagle Lake Lift Stations 7, 8 & 9 Project for the City of Willmar;

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

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

Dated this 18th day of December, 2023

Mayor

Attest:

City Clerk

CITY OF WILLMAR, MINNESOTA

CONSTRUCTION PLANS FOR

EAGLE LAKE LIFT STATION 7, 8 & 9

DECEMBER, 2023

RESOURCE LIST

CITY ADMINISTRATOR

LESUE VALIANT
CITY HALL
333 6TH STREET SW
WILLMAR, MN 56201
PHONE: (320) 235-4913
FAX: (320) 235-4917
EMAIL: lvaliant@willmarmn.gov

CITY ENGINEER

JARED VOGUE, P.E.
2040 U.S. HIGHWAY 12 EAST
WILLMAR, MN 56201
PHONE: (320) 231-3956
CELL: (612) 756-0326
EMAIL: jared.vogue@bolton-menk.com

CONSULTANT

BOLTON & MENK, INC.
JOSHUA HALVORSON, P.E.
2040 U.S. HIGHWAY 12 EAST
WILLMAR, MN 56201
PHONE: (320) 231-3956
CELL: (320) 905-3520
FAX: (320) 231-9710
EMAIL: joshua.halvorson@bolton-menk.com

WATER

WILLMAR MUNICIPAL UTILITIES

ALAN NEER
MATT KADERLIK
700 LITCHFIELD AVENUE SW
P.O. BOX 937
WILLMAR, MN
PHONE: (320) 235-4422
CELL: (320) 212-8583 (ALAN)
CELL: (320) 894-8141 (MATT)
EMAIL: aneer@wmu.willmar.mn.us

ELECTRIC

WILLMAR MUNICIPAL UTILITIES

ED ZURN
BRIAN HOOVER
700 LITCHFIELD AVENUE SW
P.O. BOX 937
WILLMAR, MN 56201
PHONE: (320) 235-4422
CELL: (320 212-8588 (ED)
CELL: (320) 212-0376 (BRIAN)
EMAIL: ezurn@wmu.willmar.mn.us
EMAIL: bhoover@wmu.willmar.mn.us

WASTEWATER

CITY OF WILLMAR

JASON LINDAHL
TOM TEMPLER
3000 75TH STREET SW
WILLMAR, MN 56201
PHONE: 320-235-4760
CELL: (320) 905-3659 (JASON)
CELL: (320)-894-2961 (TOM)
EMAIL: jlindahl@willmarmn.gov
EMAIL: ttempler@willmarmn.gov

PUBLIC WORKS

JUSTIN DELEEUEW
801 INDUSTRIAL DR SW
WILLMAR, MN 56201
PHONE: (320)235-4252
CELL: (320) 220-3309
EMAIL: JDeLeeuw@willmarmn.gov

UTILITIES

GAS

CENTERPOINT ENERGY

AUSTIN SOWERS
PAUL JACKS
700 WEST LINDEN AVENUE
MINNEAPOLIS, MN 55440
OFFICE: (612) 321-5241
OFFICE: (612) 321-5077
EMAIL: austin.sowers@centerpointenergy.com
EMAIL: paul.jack@centerpointenergy.com
LOCAL CONTACT
CURT PETERSON
CELL: (320) 815-4581

COMMUNICATIONS

LUMEN

TONY VANDERHAGEN
4658 Heatherwood Road
Saint Cloud, MN 56301
PHONE: (320) 255-8533
FAX: (320) 255-8194
EMAIL: tony.vanderhagen@centurylink.com

CABLE

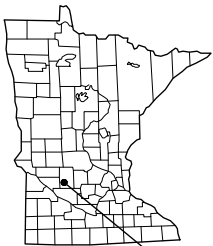
CHARTER COMMUNICATIONS

RICK WYNN
400 LAKELAND DRIVE NE
WILLMAR, MN 56201
PHONE: (320) 235-1535 EXT. 11614
CELL: (320) 247-3533
EMAIL: rick.wynn@charter.com

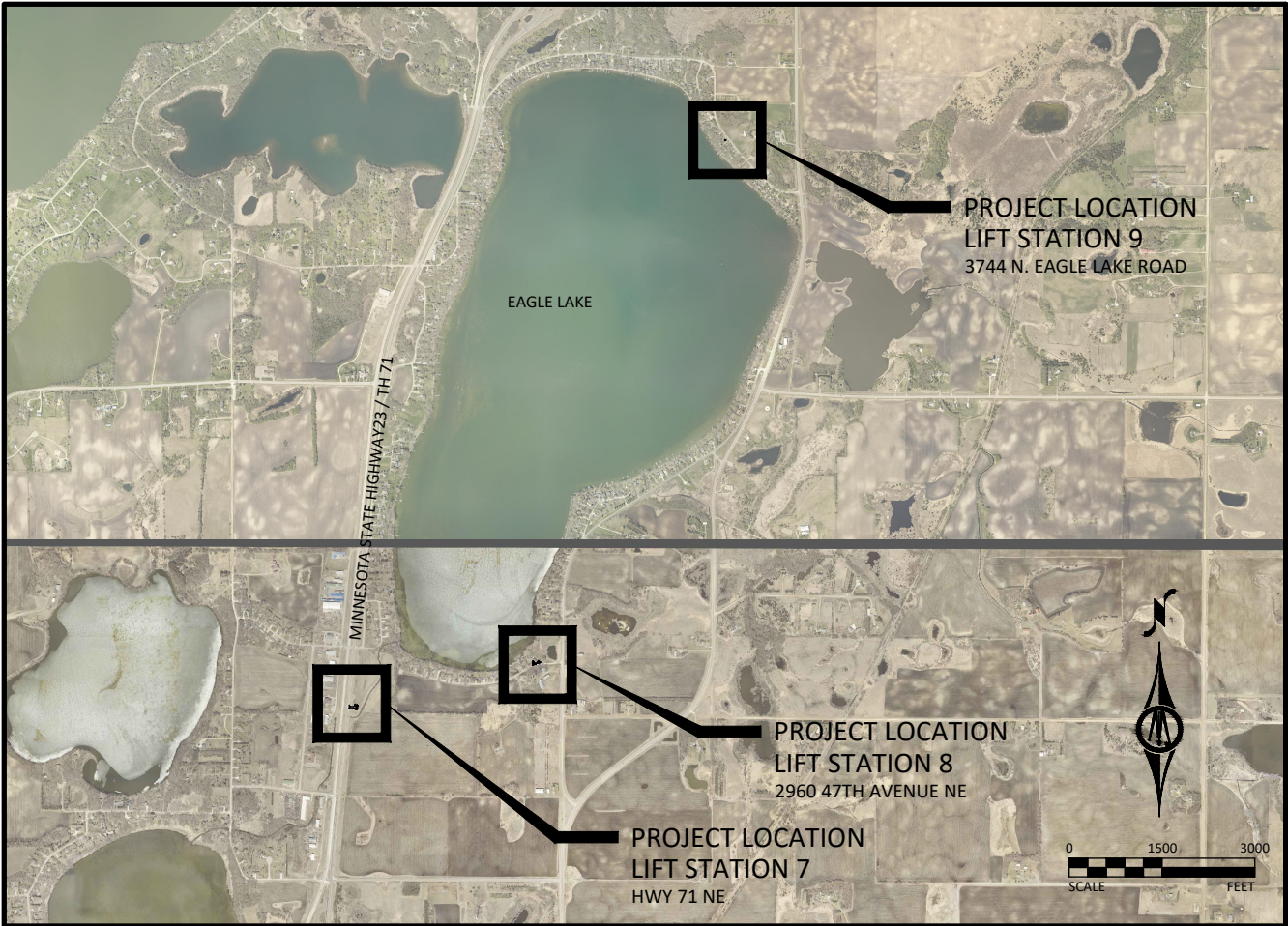
FIBER OPTIC

WINDSTREAM/EN-TEL

ALLAN KOBILANSKY
P.O. BOX 938
WILLMAR, MN 56201
PHONE: (320) 222-1000
CELL: (320) 295-3283
EMAIL: allan.kobilansky@windstream.com
DEBORAH SADDLER (CONSTRUCTION MANAGER)
P.O. BOX 440
BIG LAKE, MN 55309
PHONE: (763) 262-4162
EMAIL: Deborah.A.Saddler@windstream.com



PROJECT LOCATION



MAP OF THE
CITY OF WILLMAR
KANDIYOHI COUNTY, MN

MAP LEGEND

PROJECT LIMITS

NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL, 1-800-252-1166 OR 651-454-0002.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

SHEET NUMBER	SHEET TITLE
GENERAL	
G0.01	TITLE SHEET
G0.02	LEGEND
CIVIL	
C0.01 - C0.03	EXISTING CONDITIONS & REMOVALS PLAN
C1.01 - C1.04	CONSTRUCTION DETAILS
C2.01 - C2.03	EROSION CONTROL PLAN
C2.04 - C2.06	SWPPP
C4.01 - C4.03	SANITARY SEWER PLAN & PROFILE
C6.01 - C6.02	SITE PLAN
C6.03 - C6.05	RESTORATION PLAN
C7.01 - C7.02	TRAFFIC CONTROL
PROCESS	
P1.01	DEMOLITION PLAN & SECTION LIFT STATION 7
P1.02	DEMOLITION PLAN & SECTION LIFT STATION 8
P1.03	LIFT STATION 7 PLANS
P1.04	LIFT STATION 7 SECTIONS
P1.05	LIFT STATION 8 PLANS
P1.06	LIFT STATION 8 SECTIONS
P1.07	EXISTING PLANS & SECTIONS LIFT STATION 9
P1.08	PROPOSED PLANS & SECTIONS LIFT STATION 9
STRUCTURAL	
S0.01	STRUCTURAL NOTES
S1.01 - S1.02	STRUCTURAL DETAILS
S1.03	LIFT STATION NO. 7 STRUCTURAL
S1.04 - S1.05	LIFT STATION NO. 8 STRUCTURAL
S1.06	LIFT STATION NO. 9 STRUCTURAL
ELECTRICAL	
E1.01	LIFT STATION ELECTRICAL
E1.02	
E1.03	
E1.04	
E1.05	
E1.06	
E1.07	
E1.08	
E1.09	
THIS PLAN SET CONTAINS XX SHEETS.	

BM=1132.950 MNDOT MONUMENT "V 386" AT TRUNK HIGHWAY 71 MILEPOINT 127.25, 100.7 FEET EAST OF EASTBOUND TRUNK HIGHWAY 23/ TRUNK HIGHWAY 71, 81.7 FEET SOUTH OF 22ND STREET, 3.0 FEET SOUTH OF A POWER POLE NUMBER 3 BK 1		PROJECT DATUM: HORIZONTAL: KANDIYOHI COUNTY COORDIANTES, 2011 ADJUSTMENT VERTICAL: NAVD88	RECORD DRAWING INFORMATION OBSERVER: CONTRACTOR: DATE:
CITY OF WILLMAR, MINNESOTA EAGLE LAKE LIFT STATION 7, 8 AND 9 TITLE SHEET			SHEET G0.01



City Council Action Request

Council Meeting Date:	December 18, 2023	Agenda Item Number:	9.F.
Agenda Section:	Regular Business	Originating Department:	Public Works
Resolution:	Yes	Prepared By:	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	Presented By:	Jared Voge
Item:	Kennedy Stormwater Improvements Study Professional Services		

RECOMMENDED ACTION:

Adopt the resolution awarding the Kennedy Stormwater Improvements Study professional services to Bolton and Menk, Inc. in the amount of \$58,996.

OVERVIEW:

The Minnesota Pollution Control Agency awarded the City a Planning and Design Sewer Overflow and Stormwater Reuse Municipal Grant (OSG) for \$58,996. The grant will fund planning and design services for stormwater improvements near Kennedy Elementary School, 824 7th St SW.

The Kennedy Elementary School area was identified as a location for constructing a stormwater best management practice (BMP) due to the large watershed draining to it with several large storm sewer mains running through the area and being some of the only "open" area within the original part of the City. Constructing a large BMP would allow for increased storm sewer piping sizes upstream to "relocate" flood waters from upstream intersections and homes to a controlled stormwater facility, which would treat and slowly release the water into the existing downstream system.

The goal of the study is to evaluate stormwater BMPs in the area which will help alleviate flooding and also utilize the existing city-wide stormwater models to assess alternative BMP options. Examples of these options include bioretention, stormwater reuse, and detention ponds. Alleviating flooding will further the City's compliance with the total maximum daily load (TMDL) requirements, and complement existing land uses. Community involvement with the Willmar School District and Willmar Municipal Utilities will be necessary, as they both have property and structures in the study area. A public open house will also be held for residents in the area, many of whom have experienced flooding first-hand during previous flood events.

BUDGETARY/FISCAL ISSUES:

Grant funding will cover the expense of the services.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. RESOLUTION ACCEPT SVCS BOLTON AND MENK KENNEDY STORMWATER STUDY
2. Bolton and Menk Proposal

Resolution No._____

**A RESOLUTION AWARDING THE KENNEDY STORMWATER IMPROVEMENTS STUDY PROFESSIONAL SERVICES
TO BOLTON AND MENK, INC. IN THE AMOUNT OF \$58,996.**

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar. A Municipal Corporation of the State of Minnesota, that the bid of Bolton and Menk, Inc. of Willmar, MN for the Kennedy Stormwater Improvements Study professional 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 bidder for the terms and consideration of the contract in the amount of \$58,996.

Dated this 18th day of December, 2023

Mayor

Attest:

City Clerk



**BOLTON
& MENK**

Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

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

December 12, 2023

Justin DeLeeuw
Public Works Director
City of Willmar
333 6th Street SW
Willmar, MN 56201

RE: Overflow and Stormwater Reuse Grant (OSG)
Kennedy Stormwater Improvements Study
Willmar, MN

Dear Justin,

Bolton & Menk, Inc., is pleased to submit this proposal on the study of the Kennedy Stormwater Improvements Area (see attached map), as a result of the OSG Grant award. We look forward to studying this critical flooding area and are excited for the opportunity to continue serving the City of Willmar.

PROJECT UNDERSTANDING

The Kennedy Elementary School area was identified as a strategic location for constructing a stormwater best management practice (BMP) due to the large watershed draining to it with several large storm sewer mains running through the area and being some of the only “open” area within the original part of the city. Constructing a large regional stormwater BMP at this location would allow for increased storm sewer piping sizes upstream to “relocate” flood waters from upstream intersections and homes to a controlled stormwater facility. The BMP could both treat that water and slowly release it into the existing downstream stormwater system. By collecting and detaining stormwater in the area, capacity in the downstream storm sewer system would be freed up, thereby improving flooding conditions downstream without the need for upgrades to the existing storm sewer.

The goal of the proposed study is to evaluate stormwater BMPs in the area which will help alleviate flooding for the city, further the city’s compliance with total maximum daily load (TMDL) requirements, and complement existing land uses. The study will utilize the existing city-wide stormwater models to assess alternative stormwater BMP options, evaluate storm sewer routing options, and quantify the effects on flooding. It is anticipated that several types and sizes of stormwater BMPs will be evaluated including but not limited to bioretention, stormwater reuse, and detention ponds.

The study will include a community involvement component with the Willmar School District and Willmar Municipal Utilities who have property and structures (water tower, school building and campus) within the study area. Residents in the area, many of whom have experienced flooding first-hand during previous flood events, will be invited to a public open house. A preliminary report will be prepared and reviewed with project partners prior to the completion of the final report.

SCOPE OF SERVICES

The final project deliverable will be a report which identifies the stormwater improvements necessary to reduce flooding within the study area. The report will quantify the anticipated flood reduction, the estimated project costs, and anticipated schedule. Figures will be included in the report to illustrate the proposed improvements.

The tasks associated with the study are as follows:

1. Community Involvement

- Attend up to four (4) project meetings with the City of Willmar and impacted stakeholders to discuss the project status, concept alternatives, and recommendations.
- Host an in-person community open house to review the concept alternatives and preliminary modeling results. Attendees may include the Willmar School District and Willmar Municipal Utilities who have property and structures (water tower, school building and campus) within the study area, and residents in the area, many of whom have experienced flooding first-hand during previous flood events.
- Miscellaneous project management and coordination.

2. Watershed Modeling

- Update the available citywide stormwater modeling to develop an existing condition watershed modeling for the stormwater system tributary to the Kennedy Elementary School project area.
- Prepare alternatives analyses modeling to identify potential drainage improvements including improved storm drain, detention basin/storage, to quantify the effects and benefits of flooding in this portion of the city.
- Analyze potential regional BMP options to reduce pollutant loads to aid in the City's TMDL requirements. Several types and sizes of stormwater BMPs will be evaluated including but not limited to bioretention, stormwater reuse, and detention ponds.

3. Project Report

- Develop a preliminary drainage alternatives analysis report summarizing proposed project alternatives including: concept exhibits, potential flood reduction benefits, preliminary cost estimates, and anticipated pollutant load reductions associated with up to four (4) alternatives.
- Submit the preliminary report to the City of Willmar for review and comment.
- Prepare the final drainage alternatives analysis report for distribution.

This proposal does not include any services related to project permitting or geotechnical explorations.

COMPENSATION

We propose to complete the services identified in the above Scope of Services on a LUMP SUM basis not to exceed **\$58,996** in accordance with the following breakdown:

Project Budget			
	OSG Grant	Other funds	Totals
Community Involvement	\$7,148	\$0	\$7,148
Watershed Modeling	\$41,040	\$0	\$41,040
Project Report	\$10,808	\$0	\$10,808
Totals	\$58,996	\$0	\$58,996

We will submit invoices for payment monthly based on the percent complete for each respective task identified above. Any significant changes to the project scope will be reviewed with the City of Willmar prior to completing additional work. Bolton & Menk will provide additional services which have not been mentioned above at our Standard Hourly Rates.

PRELIMINARY SCHEDULE

Bolton & Menk will initiate providing the scope of services following execution of this proposal. Our proposed schedule for completing the major tasks outlined within this proposal is shown below and will be adjusted as the study progresses:

Preliminary Schedule	
Task	Finish
Contracts Completed	January 2024
Community Involvement	Ongoing During Study
Watershed Modeling	November 2024
Project Report	March 2025

If you have any questions regarding our proposal, please contact me at your convenience at 320-905-3520 or Joshua.Halvorson@bolton-menk.com. We look forward to completing this study and appreciate the work collaboration with the City of Willmar.

Sincerely,

Bolton & Menk, Inc.



Joshua J. Halvorson

Principal Engineer

cc: Jared Voge, City Engineer
Spencer Johnson, Project Manager

Attachments:

Award Notice

Figure - Kennedy School Stormwater Management Pond Concept

From: [LaClair, Julianne \(MPCA\)](#)
To: [Leslie Valiant](#)
Cc: [Dunn, Bill \(MPCA\)](#)
Subject: OSG Grant - City of Willmar
Date: Tuesday, November 21, 2023 1:42:13 PM

Leslie,

Congratulations! I am pleased to inform you that the City of Willmar has been selected for a Planning and Design Sewer Overflow and Stormwater Reuse Municipal Grant (OSG) in the amount of \$58,996.00.

Please provide contact information (email) for the person who will be responsible for signing your agreement on behalf of your entity. All agreements are routed through DocuSign and reviewed/approved electronically.

Remember any costs incurred prior to the MPCA's execution of your Grant Agreement will be ineligible as both project grant costs and as your matching funds. ***Do not start work on your project until you have been notified that you may begin.***

Bill Dunn will be your MPCA project manager (bill.dunn@state.mn.us) and will be in contact for next steps.

Thank you.

Julianne LaClair, JD | Lead Contract Specialist
Operations Division
520 Lafayette Rd. N. | St. Paul, MN | 55155
651-757-2135
julianne.laclair@state.mn.us | www.pca.state.mn.us



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City Council Action Request

Council Meeting Date:	December 18, 2023	Agenda Item Number:	9.G.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	Yes	Prepared By:	Leslie Valiant, City Administrator
Ordinance:	No	Presented By:	Leslie Valiant, City Administrator
Item:	Reassessment of Certain Properties-Refunding Assessments		

RECOMMENDED ACTION:

Approve resolution to refund previously assessed cemetery property.

OVERVIEW:

During the 2023 assessment process, it was discovered that cemetery property is exempt from special assessments per MN State Statue Section 306.14, subd. 1. This resolution is to refund previously assessed cemetery property for the following: Vinje Memorial Cemetery, 601 Becker Ave SE; Church of St. Mary Cemetery, 1449 15th St SW; and Bethel Lutheran Church Cemetery, 1445 15th St SW.

BUDGETARY/FISCAL ISSUES:

Total reimbursement payout \$32,980.80

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Reassessment of cemetery properies Resolution

**CITY OF WILLMAR
RESOLUTION NO.**

**A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLMAR, MINNESOTA
AUTHORIZING THE REASSESSMENT OF CERTAIN PROPERTIES AND REFUNDING PREVIOUSLY
COLLECTED ASSESSMENT AMOUNTS**

Motion By: _____ Second By: _____

WHEREAS, by resolution of the City Council, the City of Willmar adopted an assessment of \$5,946.43 in support of its 2011 Assessment Projects on the Vinje Memorial Cemetery located at 601 Becker Avenue SE in the City of Willmar (Parcel ID: 95-220-0650), the property owner paid interest on the assessment to the sum of \$1,496.87, resulting in the total amount paid to the City for the project of \$7,443.30; and

WHEREAS, by resolution of the City Council, the City of Willmar adopted an assessment of \$14,152.50 in support of its 2019 Assessment Projects on the Church of St. Mary Cemetery located at 1449 15th Street SW in the City of Willmar (Parcel ID: 95-922-7485), the property owner paid in full and no interest on the assessment was collected; and

WHEREAS, by resolution of the City Council, the City of Willmar adopted an assessment of \$11,385.00 in support of its 2019 Assessment Projects on the Bethel Lutheran Church Cemetery located at 1445 15th Street SW in the City of Willmar (Parcel ID: 95-922-7490), the property owner paid in full and no interest on the assessment was collected; and

WHEREAS, under Minn. Stat. § 306.14 subd. 1, public cemeteries, including those operated by religious organizations, are exempt from special assessments so long as they are not operated for pecuniary gain; and

WHEREAS, each of the above mentioned parcels are public cemeteries that are not operated for pecuniary gain, and are thus exempt from special assessments; and

WHEREAS, the City and each property owner of the above mentioned parcels have agreed to accept a reduction of the assessment to \$0 and a refund of the previously paid sums, and in return they have waived in writing all public hearing rights and rights to future appeals; and

WHEREAS, the City Council finds that the assessments of above mentioned parcels was in violation of state law and thus invalid, and pursuant to Minn. Stat. § 429.071 the City Council has authority to make a reassessment as to such parcels.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, hereby approves, authorizes and directs as follows:

1. That the proposed reassessment of the three above mentioned cemetery properties, parcel IDs: 95-220-0650, 95-922-7485, and 95-922-7490, each in the amount of \$0.00, is hereby adopted and shall constitute the special assessment against the lands named therein.
2. City staff shall issue refunds to the above-mentioned property owners in accordance with the provisions of this resolution.

PASSED by the City Council of the City of Willmar on this ____ day of _____, 2023.

ATTEST

City Clerk

Mayor



City Council Action Request

Council Meeting Date:	December 18, 2023	Agenda Item Number:	9.H.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	Yes	Prepared By:	Kyle Box, City Operations Director
Ordinance:	No	Presented By:	Kyle Box, City Operations Director
Item:	Consider Approval of the Airport Operations Agreement between the City of Willmar and Oasis Aero, Inc.		

RECOMMENDED ACTION:

That the Council Approve a Resolution for Airport Operations between the City of Willmar and Oasis Aero, Inc.

OVERVIEW:

The City of Willmar contracts for services for airport operations. The agreement included in the packet is an operations agreement that supervises the day-to-day activities necessary to keep the Willmar Municipal Airport safe, accessible, and operational daily.

The current contract initially expired at the end of 2020 and has been automatically renewed every year. The Airport Commission, city staff, and current Airport Supervisor have reviewed the agreement and are recommending changes to a new three-year contract beginning on January 1, 2024, and expiring on December 31, 2026.

Modifications to the agreement broadly include clarification for the City and Airport Supervisor on responsibilities for specific tasks.

At its last meeting, the Airport Commission approved the Airport Operations Agreement and recommended approval to the City Council.

BUDGETARY/FISCAL ISSUES:

2024: \$51,437.38

2025: \$52,980.50

2026: \$54,569.91

ALTERNATIVES TO CONSIDER:

None Recommended

ATTACHMENTS:

1. Resolution Airport Operations
2. 2024 - 2026_Airport Operations Agreement_REDLINE
3. 2024 - 2026_Airport Operations Agreement_FINAL

RESOLUTION NO.

**AUTHORIZATION TO EXECUTE AN AGREEMENT
WITH OASIS AERO, INC. FOR AIRPORT OPERATIONS**

Motion By:_____

Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar that the Mayor and City Administrator are authorized to enter into an agreement between the City of Willmar and Oasis Aero, Inc. to provide airport operations supervisor services for the Willmar Municipal Airport.

Dated this 18th day of December 2023.

MAYOR

Attest:

CITY CLERK

AIRPORT OPERATIONS AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of January, ~~2018~~2024, by and between the City of Willmar, Minnesota, and Oasis Aero, Inc. hereinafter called the second party or Airport Operations Supervisor. The Airport Operations Supervisor shall provide one or more ~~persons~~people to perform the day-to-day activities necessary to keep the Willmar Municipal Airport safe, accessible, and operational on a daily basis.

WITNESSETH, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

A. CITY

1. The City of Willmar does hereby retain, as a consultant in the specialized field of aviation, the second party, as Airport Operations Supervisor of the Willmar Municipal Airport for the term specified in Paragraph C.1 below, pursuant to the following fee schedule:
 - a. ~~2018~~2024: ~~\$51,437.38~~\$48,000 per year
 - b. ~~2019~~2025: ~~\$52,980.50~~\$48,000 per year
 - c. ~~2020~~2026: ~~\$54,569.91~~\$48,000 per year

Unemployment compensation, workers compensations, and F.I.C.A. taxes and withholding taxes, if any, shall be provided for/withheld by the second party for its employees.

It is agreed that the monthly fees listed above include an estimated average of forty ~~hours~~ (40) hours per week (and on-call as needed).

2. The City shall provide ~~such~~ snow ~~plowing~~plowing and snow loading services as can be accomplished with heavy equipment, such as motor graders, truck plows, and loaders, on the taxiways, runways, ~~rampramps~~, parking lot, and around all T-Hangers.
- 2.3. The City shall provide mowing and weed spaying services in large open spaces surrounding the taxiways, runways, ramps, parking lot, and around all T-Hangers
- 3.4. The City shall purchase minor items for routine maintenance at the airport, including bulbs and toiletries, etc.
- 4.5. The City shall make the Manager's office and the Maintenance shed at the airport available to the Airport Operations Supervisor for its use as necessary ~~for the performance of~~to perform its duties and obligations under this Agreement.
- 5.6. The Airport Operations Supervisor shall supervise ~~and manage~~ the Willmar Municipal Airport and its tenants in all matters. Including the following:

- a. To ~~perform~~assist City Staff with all administrative duties such as credit applications, billings, and budgets for the airport;
- b. To participate as a member of the Minnesota Council of Airports;
- c. To act as a liaison to the Airport Commission;
- d. To ~~manage~~assist with tenant leases; and
- e. To perform duties as necessary for ~~airport-related~~airport-related accidents.
- f. To host City open houses and special events as requested by the City.

B. AIRPORT OPERATIONS SUPERVISOR

1. The Airport Operations Supervisor (second party) shall provide the staff necessary to assist with the operation and supervision of the Willmar Municipal Airport and all City property located thereupon, according to the terms of this agreement, in all matters, not otherwise specifically delegated to other persons, including the following:
 - a. Close the airport and/or issue NOTAMS for use in unsuitable flying weather.
 - b. Set traffic patterns for landing, ground movement of planes, parking of planes, and automotive parking and traffic ~~on~~in the public areas of the airport.
 - c. ~~Check~~May check the qualifications of individuals using the airport and report to the appropriate government agency any violations of City, State, or Federal regulations.
 - d. Mark, barricade, or close off any hazardous condition that may exist ~~to~~for aeronautical or public use of the airport and ~~to~~ immediately report the same in writing to the ~~city-designated~~city-designated Airport Manager and City Administrator.
 - e. Perform and log daily runway inspections and replace runway/taxiway lights as necessary.
 - f. Monitor the septic tank for routine maintenance activity.
 - g. Provide general maintenance of the airfield gates.
 - h. Remove snow and ~~or~~ ice from walks and around doors in such areas as cannot be removed or plowed by the City's heavy equipment. This includes areas including, but not limited to, the terminal building, FBO building, boulevards, and historic rotating beacon. ~~around all City buildings.~~
 - i. Keep a weekly log of the number of planes taking off and landing at the Airport during regular operating hours (best effort traffic count).
 - j. To provide supplemental janitorial services for the terminal building, including the pilot lounge, conference room, and public ~~rest rooms~~restrooms or otherwise as defined by the City.
 - k. To perform general inspections, maintenance, and preventative actions of ALLall Airport City-ownedCity-owned facilities, grounds, Hangarshangars, etc.
 - ~~l. To perform MS4 Stormwater activities as per SWPPP permit for MPCA.~~
 - m.l. To work with City Staff and/or the Economic Development Commission to market the airport.

- ~~n.m.~~ To maintain a preventative maintenance needs list, to coincide with budgeting processes.
- ~~e.n.~~ To perform bird depredation permit matters as needed, along with any additional Wildlife conflicts within the airport boundaries.
- ~~p.o.~~ Follow all current Federal Aviation Administration and Minnesota Department of Aeronautics rules and regulations.
- ~~q.p.~~ Prepare and submit monthly reports to the City and an annual report with content to be determined by the City.
- ~~r.g.~~ Assist ~~the Airport Manager and~~ City Staff as needed in connection with the City's performance of its obligations under Paragraph A.5.b above.

2. The staff of the Airport Operations Supervisor shall take all necessary precautions and steps to see that all rules, laws, and regulations adopted by the Federal Government, the State of Minnesota, the City of Willmar, or any of its duly authorized agencies, are fully enforced at all times.

3. The Airport Operations Supervisor shall be subject to, and conform to all laws, rules, and regulations of the Federal, State, City Government, or appropriate agencies thereof, in any and all activities to be carried out under this agreement

4. The Airport Operations Supervisor shall keep up and maintain in a neat, clean, sanitary, and orderly manner all public and office areas in the Main Terminal building.

5. The Airport Operations Supervisor shall, in maintaining the Airport premises, be responsible for routine maintenance and minor repairs, including replacing ~~of burned~~ ~~outburned-out~~ lamps, proper closing of doors, etc. Major repairs ~~for~~ expenses over \$500 shall require City approval prior to purchasing the equipment or hiring the contractor. Equipment and material purchases and other major repairs requiring outside licensed contractors or similar personnel shall be the responsibility of the City.

6. The Airport Operations Supervisor shall not assign or delegate any of its duties or responsibilities under this Agreement without the prior written approval of the City.

7. The schedule of days and hours during which the Airport Operations Supervisor shall maintain regular hours normally be in attendance at the airport shall be reasonable and published by the Airport Operations Supervisor, subject to the City's approval, which approval shall not be unreasonably withheld, and to reevaluation from time to time, as needed.

8. The Airport Operations supervisor for itself, its personal representatives, successors in interest, and assigns agrees that: (1) no person on the grounds of race, color, religion, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of all airport facilities; (2) in the construction and maintenance of any improvements on, over, or under such land and the furnishing of services thereon or therein, no person on the grounds of race, color, religion or national origin shall be excluded from participation in, denied benefits

of, or otherwise be subjected to discrimination, (3) the Manager shall use the premises in compliance with all other requirements imposed by or pursuant of Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21; Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

9. In the event that the Airport Operations Supervisor fails to comply with the terms and conditions of this Agreement, the City shall notify the Airport Operations Supervisor, in writing, of the alleged violation of this Agreement and, if the violation has not been corrected within 30 days from the date the alleged violation, this Agreement may be immediately terminated by the City.

10. _____ At all times after the commencement of the term of this Agreement and during the full term of this Agreement, the Airport Operations Supervisor shall maintain and keep current a general commercial liability insurance policy in at the minimum amounts of Five Hundred Thousand (\$500,000) per claimant/ One Million (\$1,000,000) Dollars per occurrence or as indicated in the policies or certificate(s) of insurance attached hereto as Exhibit A, whichever amounts are greater, and a products and completed operations policy in the minimum amounts of One Million (\$1,000,000) Dollars per occurrence and Two Million (\$2,000,000) Dollars general aggregate, or as indicated in the policies or certificate(s) of insurance attached hereto as Exhibit A, whichever amounts are greater, which policies shall include the City as a named insured and shall be in a form acceptable to the City. The Airport Operations Supervisor shall additionally maintain workers' compensation coverage and employer's liability insurance as required by law. Each policy of insurance shall be issued by a reputable casualty insurance company or companies, authorized to do business in the State of Minnesota, shall be non-cancelable with respect to the City except upon 30 ~~days'~~days prior written notice to the City, and copies of such policies or Certificates of Insurance evidencing the same are attached hereto as Exhibit A, and updated copies of the same shall be provided to the City promptly upon request. Failure to maintain the insurance policies required herein or to provide any required policy copy or Certificate of Insurance to the City shall entitle the city to immediately terminate this Agreement without prior notice to the Airport Operations Supervisor.

11. The Airport Operations Supervisor shall indemnify, protect, save, hold harmless, and insure the City, and its respective officers, directors, employees and members, and agents, from and against any and all claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by the Airport Operations Supervisor or its agents, employees, contractors, subcontractors, or sub-consultants with respect to the Airport Operations Supervisor's performance of its obligations under this Agreement. The Airport Operations Supervisor shall defend the City against the foregoing, or litigation in connection with the foregoing, at the Airport Operations Supervisor's expense, with counsel reasonably acceptable to the City. The City, at its expense, shall have the right to participate in the defense of any Claims or litigation and

shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence, gross negligence, or willful misconduct of the City. All indemnification obligations shall survive termination, expiration, or cancellation of this Agreement.

C. GENERAL TERMS AND CONDITIONS.

1. Term and Termination. This agreement may be terminated by either party upon ~~90 days'~~ days written notice to the other; shall be in effect from January 1, ~~2018~~ 2024, to December 31, ~~2020~~2026, and these terms and conditions shall continue thereafter on a ~~month-to-month~~ month-to-month basis until a new agreement is revised and approved by both parties.
2. Voluntary and Knowing Action. The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement, they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
3. Authorized Signatories. The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions, or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
4. Independent Contractor Status. The Airport Operations Supervisor, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of the City for any purpose. No statement contained in this Agreement shall be construed so as to find the Airport Operations Supervisor to be an employee of the City, and the Airport Operations Supervisor shall not be entitled to any of the rights, privileges, or benefits of employees of the City, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.

The Airport Operations Supervisor 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 the Airport Operations Supervisor's sole obligation to comply with the applicable provisions of all Federal and State tax laws.

The Airport Operations Supervisor shall at all times be free to exercise initiative, judgment, and discretion as to how to best perform or provide services identified herein.

The Airport Operations Supervisor is responsible for hiring sufficient workers to perform the services/duties required by this Agreement, withholding their taxes, and paying all other employment tax obligations on their behalf.

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

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

7. Data Practices. The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.

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

9. Entire Agreement. These terms and conditions constitute the entire Agreement between the parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.

IN TESTIMONY THEREOF, the parties hereto this day have signed their names as follows:

By: _____

Date: _____

_____, Its _____
Printed Name Title

By: _____

Date: _____

_____, Its _____
Printed Name Title

CITY OF WILLMAR, MINNESOTA

By: _____
~~Marv Calvin~~Douglas E. Reese, Its Mayor

Date: _____

By: _____
~~Isaac Holland~~Leslie Valiant, Its City Administrator

Date: _____

DRAFT

Exhibit A
(Certificates of Required Insurance)

AIRPORT OPERATIONS AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of January 2024, by and between the City of Willmar, Minnesota, and Oasis Aero, Inc., hereinafter called the second party or Airport Operations Supervisor. The Airport Operations Supervisor shall provide one or more people to perform the day-to-day activities necessary to keep the Willmar Municipal Airport safe, accessible, and operational on a daily basis.

WITNESSETH, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

A. CITY

1. The City of Willmar does hereby retain, as a consultant in the specialized field of aviation, the second party as Airport Operations Supervisor of the Willmar Municipal Airport for the term specified in Paragraph C.1 below, pursuant to the following fee schedule:
 - a. 2024: \$51,437.38per year
 - b. 2025: \$52,980.50per year
 - c. 2026: \$54,569.91per year

Unemployment compensation, workers compensations, and F.I.C.A. taxes and withholding taxes, if any, shall be provided for/withheld by the second party for its employees.

It is agreed that the monthly fees listed above include an estimated average of forty (40) hours per week (and on-call as needed).

2. The City shall provide snow plowing and snow loading services as can be accomplished with heavy equipment, such as motor graders, truck plows, and loaders, on the taxiways, runways, ramps, parking lot, and around all T-Hangers.
3. The City shall provide mowing and weed spaying services in large open spaces surrounding the taxiways, runways, ramps, parking lot, and around all T-Hangers
4. The City shall purchase minor items for routine maintenance at the airport, including bulbs and toiletries, etc.
5. The City shall make the Manager's office and the Maintenance shed at the airport available to the Airport Operations Supervisor for its use as necessary to perform its duties and obligations under this Agreement.
6. The Airport Operations Supervisor shall supervise the Willmar Municipal Airport and its tenants in all matters. Including the following:
 - a. To assist City Staff with all administrative duties such as credit applications, billings, and budgets for the airport;

- b. To participate as a member of the Minnesota Council of Airports;
- c. To act as a liaison to the Airport Commission;
- d. To assist with tenant leases; and
- e. To perform duties as necessary for airport-related accidents.
- f. To host City open houses and special events as requested by the City.

B. AIRPORT OPERATIONS SUPERVISOR

1. The Airport Operations Supervisor (second party) shall provide the staff necessary to assist with the operation and supervision of the Willmar Municipal Airport and all City property located thereupon, according to the terms of this agreement, in all matters, not otherwise specifically delegated to other persons, including the following:
 - a. Close the airport and/or issue NOTAMS for use in unsuitable flying weather.
 - b. Set traffic patterns for landing, ground movement of planes, parking of planes, and automotive parking and traffic in the public areas of the airport.
 - c. May check the qualifications of individuals using the airport and report to the appropriate government agency any violations of City, State, or Federal regulations.
 - d. Mark, barricade, or close off any hazardous condition that may exist for aeronautical or public use of the airport and immediately report the same in writing to the city-designated Airport Manager and City Administrator.
 - e. Perform and log daily runway inspections and replace runway/taxiway lights as necessary.
 - f. Monitor the septic tank for routine maintenance activity.
 - g. Provide general maintenance of the airfield gates.
 - h. Remove snow and ice from walks and around doors in such areas as cannot be removed or plowed by the City's heavy equipment. This includes areas including, but not limited to, the terminal building, FBO building, boulevards, and historic rotating beacon.
 - i. Keep a weekly log of the number of planes taking off and landing at the Airport during regular operating hours (best effort traffic count).
 - j. To provide supplemental janitorial services for the terminal building, including the pilot lounge, conference room, and public restrooms or otherwise as defined by the City
 - k. To perform general inspections, maintenance, and preventative actions of all Airport City-owned facilities, grounds, hangars, etc.
 - l. To work with City Staff and/or the Economic Development Commission to market the airport.
 - m. To maintain a preventative maintenance needs list to coincide with budgeting processes.
 - n. To perform bird depredation permit matters as needed, along with any additional Wildlife conflicts within the airport boundaries.
 - o. Follow all current Federal Aviation Administration and Minnesota Department of Aeronautics rules and regulations.

- p. Prepare and submit monthly reports to the City and an annual report with content to be determined by the City.
 - q. Assist City Staff as needed in connection with the City's performance of its obligations under Paragraph A.5.b above.
- 2. The staff of the Airport Operations Supervisor shall take all necessary precautions and steps to see that all rules, laws, and regulations adopted by the Federal Government, the State of Minnesota, the City of Willmar, or any of its duly authorized agencies, are fully enforced at all times.
- 3. The Airport Operations Supervisor shall be subject to and conform to all laws, rules, and regulations of the Federal, State, City Government, or appropriate agencies thereof in any and all activities to be carried out under this agreement
- 4. The Airport Operations Supervisor shall keep up and maintain in a neat, clean, sanitary, and orderly manner all public and office areas in the Main Terminal building.
- 5. The Airport Operations Supervisor shall, in maintaining the Airport premises, be responsible for routine maintenance and minor repairs, including replacing burned-out lamps, proper closing of doors, etc. Major repairs or expenses over \$500 shall require City approval prior to purchasing the equipment or hiring the contractor. Equipment and material purchases and other major repairs requiring outside licensed contractors or similar personnel shall be the responsibility of the City.
- 6. The Airport Operations Supervisor shall not assign or delegate any of its duties or responsibilities under this Agreement without the prior written approval of the City.
- 7. The schedule of days and hours during which the Airport Operations Supervisor shall maintain regular hours normally be in attendance at the airport shall be reasonable and published by the Airport Operations Supervisor, subject to the City's approval, which approval shall not be unreasonably withheld, and to reevaluation from time to time, as needed.
- 8. The Airport Operations supervisor for itself, its personal representatives, successors in interest, and assigns agrees that: (1) no person on the grounds of race, color, religion, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of all airport facilities; (2) in the construction and maintenance of any improvements on, over, or under such land and the furnishing of services thereon or therein, no person on the grounds of race, color, religion or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination, (3) the Manager shall use the premises in compliance with all other requirements imposed by or pursuant of Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21; Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

9. In the event that the Airport Operations Supervisor fails to comply with the terms and conditions of this Agreement, the City shall notify the Airport Operations Supervisor, in writing, of the alleged violation of this Agreement and, if the violation has not been corrected within 30 days from the date the alleged violation, this Agreement may be immediately terminated by the City.

10. At all times after the commencement of the term of this Agreement and during the full term of this Agreement, the Airport Operations Supervisor shall maintain and keep current a general commercial liability insurance policy in at the minimum amounts of Five Hundred Thousand (\$500,000) per claimant/ One Million (\$1,000,000) Dollars per occurrence or as indicated in the policies or certificate(s) of insurance attached hereto as Exhibit A, whichever amounts are greater, and a products and completed operations policy in the minimum amounts of One Million (\$1,000,000) Dollars per occurrence and Two Million (\$2,000,000) Dollars general aggregate, or as indicated in the policies or certificate(s) of insurance attached hereto as Exhibit A, whichever amounts are greater, which policies shall include the City as a named insured and shall be in a form acceptable to the City. The Airport Operations Supervisor shall additionally maintain workers' compensation coverage and employer's liability insurance as required by law. Each policy of insurance shall be issued by a reputable casualty insurance company or companies authorized to do business in the State of Minnesota, shall be non-cancelable with respect to the City except upon 30 days prior written notice to the City, and copies of such policies or Certificates of Insurance evidencing the same are attached hereto as Exhibit A and updated copies of the same shall be provided to the City promptly upon request. Failure to maintain the insurance policies required herein or to provide any required policy copy or Certificate of Insurance to the City shall entitle the city to immediately terminate this Agreement without prior notice to the Airport Operations Supervisor.

11. The Airport Operations Supervisor shall indemnify, protect, save, hold harmless, and insure the City and its respective officers, directors, employees and members, and agents from and against any and all claims and demands for or litigation with respect to, all damages which may arise out of or be caused by the Airport Operations Supervisor or its agents, employees, contractors, subcontractors, or sub-consultants with respect to the Airport Operations Supervisor's performance of its obligations under this Agreement. The Airport Operations Supervisor shall defend the City against the foregoing, or litigation in connection with the foregoing, at the Airport Operations Supervisor's expense, with counsel reasonably acceptable to the City. The City, at its expense, shall have the right to participate in the defense of any Claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence, gross negligence, or willful misconduct of the City. All indemnification obligations shall survive termination, expiration, or cancellation of this Agreement.

C. GENERAL TERMS AND CONDITIONS.

1. Term and Termination. This agreement may be terminated by either party upon 90 days written notice to the other; shall be in effect from January 1, 2024, to December 31, 2026, and these terms and conditions shall continue thereafter on a month-to-month basis until a new agreement is revised and approved by both parties.
2. Voluntary and Knowing Action. The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement, they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
3. Authorized Signatories. The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions, or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
4. Independent Contractor Status. The Airport Operations Supervisor, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of the City for any purpose. No statement contained in this Agreement shall be construed so as to find the Airport Operations Supervisor to be an employee of the City, and the Airport Operations Supervisor shall not be entitled to any of the rights, privileges, or benefits of employees of the City, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.

The Airport Operations Supervisor 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 the Airport Operations Supervisor's sole obligation to comply with the applicable provisions of all Federal and State tax laws.

The Airport Operations Supervisor shall at all times be free to exercise initiative, judgment, and discretion as to how to best perform or provide services identified herein.

The Airport Operations Supervisor is responsible for hiring sufficient workers to perform the services/duties required by this Agreement, withholding their taxes, and paying all other employment tax obligations on their behalf.

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

6. Governing Law. This Agreement shall be deemed to have been made and accepted in Kandiyohi County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.
7. Data Practices. The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.
8. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
9. Entire Agreement. These terms and conditions constitute the entire Agreement between the parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.

IN TESTIMONY THEREOF, the parties hereto this day have signed their names as follows:

By: _____ Date: _____

_____, Its _____
Printed Name Title

By: _____ Date: _____

_____, Its _____
Printed Name Title

CITY OF WILLMAR, MINNESOTA

By: _____ Date: _____
Douglas E. Reese, Its Mayor

By: _____ Date: _____
Leslie Valiant, Its City Administrator

Exhibit A
(Certificates of Required Insurance)



City Council Action Request

Council Meeting Date:	December 18, 2023	Agenda Item Number:	9.I.
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:	Fix Base Operator Agreement Between the City of Willmar and Oasis Aero, Inc.		

RECOMMENDED ACTION:

Approve the Fix Base Operator Agreement between the City of Willmar and Oasis Aero, Inc.

OVERVIEW:

A Fix Base Operator (FBO) is a full-service commercial operator who engages in the primary activity of aircraft refueling and a minimum of one (1) of the following secondary activities: airframe and power plant maintenance, flight training, aircraft rental, air charter operations, avionics maintenance, and sales or aircraft storage/ hangar rentals.

The City of Willmar leases 10,347 square feet to Oasis Aero Inc. for their operations. The Airport Commission, city staff, and Oasis Aero, Inc. reviewed the draft agreement, which suggests increased rents and fuel prices.

On November 15, 2023, the Airport Commission approved the draft agreement and is recommending approval to the City Council.

BUDGETARY/FISCAL ISSUES:

Rents:

2024 - \$43,974.75

2025 - \$44,492.10

2026 - \$45,009.45

2027 - \$45,526.80

2028 - \$46,044.15

ALTERNATIVES TO CONSIDER:

None Recommended

ATTACHMENTS:

1. Resolution Airport FBO
2. 2024 - 2028_FBO Agreement_REDLINE
3. 2024 - 2028_FBO Agreement_Final

RESOLUTION NO.

**AUTHORIZATION TO EXECUTE AN AGREEMENT
WITH OASIS AERO, INC. AS A FIXED BASE OPERATOR**

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar that the Mayor and City Administrator are authorized to enter into an agreement between the City of Willmar and Oasis Aero, Inc. as the Fixed Base Operator for the Willmar Municipal Airport.

Dated this 18th day of December 2023.

MAYOR

Attest:

CITY CLERK

**PRIMARY FIXED-BASE OPERATOR’S AGREEMENT
BETWEEN THE CITY OF WILLMAR, MINNESOTA
AND OASIS AERO, INC.**

THIS AGREEMENT is made and entered into this 1 day of January, 2024, by and between the City of Willmar, a municipal corporation existing by and under the authority of the laws of the State of Minnesota, 333 6th Street Southwest, Willmar, Minnesota, 56201, hereinafter referred to as the “City,” and Oasis Aero, Inc., a Minnesota corporation, with its principle place of business at 6600 Highway 40 West, Willmar, Minnesota, 56201, hereinafter referred to as the “FBO”; collectively, the City and the FBO are hereinafter referred to as the “Parties.”

WHEREAS, the City owns and operates an airport known as the Willmar Municipal Airport—John L. Rice Field (the “Airport”), which Airport facilities are depicted on the attached Exhibit A (the “Airport Facilities”); and

WHEREAS, the City desires to lease certain premises located on the Airport, together with the right to use and enjoy individually and in common with others, the Airport Facilities, to a party that will provide needed aviation services to Airport users, including, among other services, selling aircraft fuel, performing aircraft maintenance, ramp area/tie downs, and rental car assistance; and

WHEREAS, the FBO has proposed to lease property at the Airport from the City and serve as the primary fixed-base operator at the Airport from and after January 1, 2024, engaging in the business of providing needed aviation services to Airport users and providing the primary fixed-base operator services at the Airport; and

WHEREAS, the FBO is under common ownership with Oasis Aero, Inc., which entity is under contract to provide Airport Operations Supervisor services to the City through December 31, 2026, pursuant to that certain Airport Operations Agreement between the City and Oasis Aero, Inc. dated January 1, 2024 (“Airport Operations Agreement”).

NOW, THEREFORE, for and in consideration of the rents and covenants of this agreement, the FBO and the City agree as follows:

ARTICLE 1. TERM.

1.1 Term. The initial term of this Agreement shall commence on January 1, 2024, and continue in effect until December 31, 2028, or earlier termination pursuant to Article 6 herein.

1.2 Renewal Terms. Upon the expiration of the initial term of this Agreement under Section 1.1, or any renewal term under this Section, this Agreement shall automatically renew for an additional term of one year unless either party shall deliver written notice of its intention not to renew to the other party not fewer than 120 days prior to the expiration of the initial

term or renewal term then in effect, in which case this Agreement shall terminate upon the expiration of such initial term or renewal term.

ARTICLE 2. LEASE OF AIRPORT PROPERTY.

2.1 Leased Premises. The City agrees to lease to the FBO, who agrees to lease from the City, the following spaces at the Airport, which are depicted on Exhibit B, attached hereto (the “Leased Premises”):

FBO Hangar (86’8” x 100’)	8,667 s.f.
Support Areas (18’ x 86’8”)	1,560 s.f.
Reception Desk	120 s.f.
Total Area	10,347 s.f.

2.2 Rent.

2.2.1 Annual Rent. The FBO agrees to pay to the City for the use of the Leased Premises a yearly rental of \$4.25 per square foot for the balance of 2024 for an initial total annual charge of \$43,974.75 (\$4.25 x 10,347 s.f.), which yearly rental shall increase by \$0.05 each year thereafter beginning in calendar year 2025 and in each subsequent calendar year during the initial term of this agreement (i.e., the annual per square foot rental rate will be \$4.30 in 2025, \$4.35 in 2026, \$4.40 in 2027 and \$4.45 in 2028). For any renewal terms, the annual per-square-foot rental rate shall increase by \$ 0.05 each year (for example, the yearly rental would be \$4.50 in 2029, \$4.55 in 2030, \$4.60 in 2031, etc.).

2.2.2 Reimbursable Services. The annual rental fee specified in Section 2.2.1 above shall be reduced by the amount of reimbursements the FBO is entitled to for providing services as specified in Section 3.2 herein.

2.2.3 Payments. The FBO shall make payment of one-twelfth of the annual rent specified in Section 2.2.1, less the reimbursements as specified in Section 3.2, on or before the last day of the month for each month in which this Agreement is in effect.

2.2.4 Airport Closings. During any period when the Airport shall be closed by any lawful authority restricting the use of the Airport in such a manner as to interfere with the use of same by the FBO for its business operation, the rent shall abate, and the period of such closure shall be added to the term of this Agreement then in effect so as to extend and postpone the expiration thereof.

2.3 FBO Rights: The FBO shall have the rights:

2.3.1 In common with others so authorized, to use common areas of the Airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals, and other conveniences for the take-off, flying, and landing of aircraft.

2.3.2 To the nonexclusive use, in common with others, of the Airport parking areas, appurtenances, and improvements thereon.

2.3.3 To the rent-free nonexclusive use of the reception areas in the main terminal building as necessary to perform the FBO services set forth in Article 3 herein.

2.3.4 To install, operate, maintain, repair, and store, subject to the approval of the City in the interests of safety and convenience of all concerned, all equipment necessary for the conduct of the FBO's business and performance of the FBO services set forth in Article 3 herein.

2.3.5 Of access to and from the Leased Premises, limited to streets, driveways, or sidewalks designated for such purposes by the City, and which right shall extend to the FBO's employees, passengers, guests, invitees, and patrons.

2.3.6 In and on the Leased Premises, to take all actions and make all such use of the Leased Premises as necessary to perform the FBO services set forth in Article 3 herein, subject to the limitations of this Agreement.

2.4 Quiet Enjoyment. So long as the FBO conducts its business in a fair, reasonable, and professional manner in accordance with the requirements of this Agreement, the FBO shall peaceably have and enjoy the Leased Premises and all the rights and privileges granted herein.

2.5 Improvements. The FBO shall not have the right to construct improvements upon the Leased Premises or to improve any structures located thereon unless the City shall first approve the same in writing in its sole discretion upon reviewing all plans and specifications for such improvements, which plans must be submitted to the City by the FBO at least one month in advance of the proposed construction. All plans and specifications for improvements authorized by this Section and all construction upon the Leased Premises must meet all fire, building, and other applicable city, state, and federal regulations and code requirements. The FBO shall be responsible for obtaining the required building permits and for paying all permit fees associated with such improvements. Upon final completion and acceptance of the improvements by the City, FBO must provide one set of as-built plans and one electronic copy of the recorded documents to the Airport Manager, who will keep one set of plans on file at the Airport Manager's office. Upon termination of this Agreement, ownership of any Improvements constructed by the FBO on the Leased Premises shall revert to the City, free and clear of all liens, claims, and other encumbrances

or adverse interest in the Leased Premises or the improvements thereon. Facilities should be in commercially reasonable condition, normal wear and tear excepted. All personal property of the FBO shall be removed from the Leased Premises within seven calendar days following termination as called for in this Agreement.

2.6 Maintenance of Buildings. The FBO will maintain the Leased Premises and all structures thereon in good order, excepting only those functions expressly made the responsibility of the City in this Agreement and shall make non-structural repairs to the buildings on the Leased Premises, including routine repairs to the plumbing, heating, ventilation, and electrical systems and fire sprinkler system monitoring system and fire extinguishers, as necessary. The FBO shall provide notice to the City prior to commencing any such routine repairs. (The City shall be responsible for making major repairs pursuant to Section 5.1.4 herein).

2.7 Trash and Refuse. The FBO must arrange for the collection and lawful disposal of all trash, and other refuse resulting from operations on the Leased Premises in compliance with all applicable laws and regulations relative to trash disposal and must pay or cause to be paid the costs associated with trash removal and disposal. The FBO shall not pile boxes, barrels, or other similar items in or within view of a public area. For flammable waste such as oil and oil-soaked rags, etc., the FBO must provide and use suitable sealed fireproof receptacles.

2.8 Pets Prohibited. The FBO may not keep or permit to be kept any pets anywhere on the Leased Premises or Airport Facilities without the prior written consent of the City, except pets of transient pilots and/or passengers and approved service animals are excluded from this prohibition.

2.9 Assignment and Subleasing. The FBO may not, at any time during the term of this Agreement, assign or transfer this Agreement or any interest therein without the written consent of the City; the FBO shall have the right to lease that portion of the buildings located on the Leased Premises which are not needed by the FBO in the operation of its business, subject to written approval of the City. A transfer, assignment, or sublease approved by the City and entered into by the FBO pursuant to this Section shall not relieve the FBO of any of its liability and responsibilities under this Agreement, and any such transfer, assignment, or sublease shall incorporate the terms of this Agreement, which shall be binding on the assignee, subcontractor or sublessee, as the case may be.

ARTICLE 3. PRIMARY FBO SERVICES.

3.1 Primary Fixed-Base Operator Services. The City hereby grants permission to the FBO, and the FBO agrees to perform primary Fixed-Base Operator and other professional services at the Airport as more particularly described in this Article and in conformance with the Airport's adopted Minimum Standards for Aeronautical Activity ("Minimum Standards"), as

the same may be amended from time to time. The FBO shall not provide any services not specifically authorized in this Article.

3.1.1 Courtesy Service. The FBO shall provide courtesy service for transient pilots and passengers, including providing a vehicle for use as a courtesy car by such parties or other ground transportation (rental car, taxi, etc.) as needed, as well as access to a telephone.

3.1.2 Unicom Radio. The FBO shall monitor and assist pilots calling into the Airport. Services and general information must be disseminated to pilots requesting this service.

3.1.3 NOTAMS (notices to airmen). The FBO shall observe airfield conditions and assist with the issuance of a NOTAM when Airport management is unavailable. The FBO must notify the Airport Manager and City Staff of any condition that may be a hazard to pilots.

3.1.4 Fuel and Oil Sales; daily fuel records. The FBO shall operate and maintain sufficient fuel quantities within the City-owned fueling facilities; under no circumstances shall the FBO maintain a minimum fuel inventory of fewer than 1,000 gallons for each fuel type Jet A and 1000 LL. The FBO shall conduct daily inspections of the fueling system and quality control. The FBO shall maintain daily records of fuel sales and shall provide monthly reports to the City on or before the fifth business day of each month for the preceding calendar month based on each pump's meter and the daily records of fuel sales. The FBO shall immediately notify the City if a pump's meter and the daily log records are not balanced.

Fuel Flowage Fee: A fuel flowage fee of \$0.22 per gallon shall be charged to the FBO for each gallon of jet fuel or aviation fuel sold, used, or furnished for any purpose at any time during the entirety of calendar year 2024, which flowage fee shall increase by \$0.01 each year thereafter beginning in calendar year 2025 and in each subsequent calendar year during the initial term of this agreement until a fuel flowage fee of \$.25 is reached (i.e. the flowage fee will be \$0.23 in 2025, \$0.24 in 2026, \$0.25 in 2027, and \$0.25 in 2028). For any renewal terms, the City of Willmar reserves the right to increase the flowage fee in \$0.01 increments in each subsequent year after 2028.

3.1.5 Weekend and On-Call Service. Weekend service shall be made available by the FBO at the Airport. In addition to regularly scheduled service, the FBO shall be on-call to provide basic line service needs to based and transient pilots needing to use the Airport.

3.1.6 Secure Terminal Building. The FBO shall be responsible for the security of the City-owned main terminal facility. All doors shall be locked during all non-office hours.

3.1.7 Ramp Service. The FBO shall provide adequate ramp service, such as towing aircraft, inflating aircraft tires, washing aircraft windscreens, and recharging batteries.

3.1.8 Repair and Maintenance. The FBO shall make repairs and maintenance to based and transient aircraft available.

3.1.9 Aircraft Rental. The FBO shall have available for use for the purpose of renting, either owned or under written lease to the Operator, not less than one properly certificated aircraft. The aircraft must be certified for flight under instrument flight rules. The FBO may partially own an aircraft through the FBO's membership in a flying club.

3.1.10 Flight Instruction. The FBO shall ensure that flight instruction services are provided at the Airport, which services may be contracted out to a single service provider pursuant to the requirements of Section 2.9 herein, and the FBO shall provide a copy of any subleases or other agreements with such single service provider to the City.

3.1.11 Aircraft Charter Service. The FBO may provide or arrange for on-demand charter service (14 CFR Part 135) to be provided to the community for the purpose of transporting goods and people to and from the Airport, and the FBO shall provide a copy of any subleases or other agreements with any charter service provider to the City. In the event that on-demand charter service is not provided at the Airport, the FBO shall direct parties interested in such service to the nearest available location where such service is offered.

3.2 **Reimbursements.** To compensate the FBO for benefits it provides to the City as a contact for the Airport, certain services to be provided by the FBO pursuant to this Article shall be reimbursable pursuant to the schedule of weekly employee wages and overhead expenses incurred by the FBO in providing such reimbursable services attached to this Agreement as Exhibit C.

3.3 **Aircraft Service by Owner or Operator.** It is clearly understood by the FBO that no right or privilege has been granted herein which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.

3.4 **Standard of Care.** The FBO shall exercise the same degree of care, skill, and diligence in the performance of services under this Agreement as is ordinarily possessed and exercised by members of the same profession, currently practicing under similar circumstances.

3.5 **Hours of Operations.** The FBO agrees to perform the services under this Agreement at all reasonable times in accordance with the Minimum Standards, including on-call service after regular business hours.

3.6 Review of Performance. Representatives of the FBO shall meet regularly (at least annually) with the Willmar Airport Commission for purposes of reviewing its performance of the services required by this Agreement. The FBO shall provide annual reports to the City no later than January 31 of each year summarizing its previous year's operations and performance of the FBO services. All records and reports of the FBO relevant to its performance of the FBO services or its use of the Leased Premises or Airport Facilities shall be made available to the City upon the City's request.

ARTICLE 4. FBO RESPONSIBILITIES.

4.1 Laws and Regulations. The FBO agrees to observe and obey, during the term of this Agreement, all laws, ordinances, rules, and regulations promulgated and enforced by the City, and by any other proper authority having jurisdiction over the conduct of the operations at the Airport.

4.2 Indemnification. The FBO shall indemnify, protect, save, hold harmless, and insure the City, and its respective officers, directors, employees, members, and agents, from and against any and all claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by the FBO or its agents, employees, contractors, subcontractors, or sublessees with respect to the FBO's performance of its obligations under this Agreement. The FBO shall defend and indemnify the City against the foregoing, or litigation in connection with the foregoing, at the FBO's expense, with counsel reasonably acceptable to the City. The City, at its expense, shall have the right to participate in the defense of any claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision herein shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of the City. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement.

4.3 Insurance. At all times throughout the term of this Agreement, the FBO shall maintain at a minimum the following insurance coverages in the indicated amounts from financially solvent insurance carriers:

Commercial General Liability Insurance: \$2,000,000 combined single limit, including endorsements to include contractual liability;

Aircraft Liability Insurance: \$100,000 passenger liability and \$1,000,000 per occurrence;

Products Operations: \$1,000,000 per occurrence and \$2,000,000 aggregate;

Products Hazard and Completed Operations: \$1,000,000 per occurrence and \$2,000,000 aggregate;

Hangar Keepers: \$250,000 per aircraft and \$500,000 per occurrence;

Premises Liability Insurance: \$1,000,000 per occurrence;

Automobile Liability: \$1,000,000 per occurrence;

Workers Compensation: in statutory amounts; and

Any other insurance coverage required by state or federal laws or regulations applicable to the FBO.

4.3.1 All policies of insurance evidencing the coverages set forth above shall be approved by the City as to legal form before they are filed and shall contain an endorsement that the same may not be canceled before the expiration of its term except upon 10 days' written notice to the City.

4.3.2 With the exception of the Workers Compensation policies, all policies required above shall provide event-based coverage, shall insure the defense and indemnity obligations assumed by the FBO under this Agreement, and shall name the City as an additional insured under the policy.

4.3.3 True, accurate, and current certificates of insurance, showing evidence of the required insurance coverages, are hereby provided to the City by the FBO and are attached hereto as Exhibit D.

4.4 Hazardous Substances. The FBO shall comply and shall require any sublessee to comply with all environmental laws, rules, regulations, orders, and permits applicable to the use of the Leased Premises and/or the Airport Facilities, including but not limited to, required National Pollutant Discharge Elimination System Permits and all applicable laws relating to the use, storage, generation, treatment, transportation, or disposal of hazardous or regulated substances. Except for the Hazardous Substances governed by and transported in full compliance with the transportation laws of the state or federal government, The FBO must not knowingly use, store, generate, treat, transport, or dispose of any hazardous or regulated substances or waste on or near the Leased Premises and/or Airport Facilities without first obtaining all required permits and approvals from all authorities having jurisdiction over the operations conducted on the Leased Premises and/or Airport Facilities.

4.4.1 If The FBO determines that a threat to the environment, including but not limited to a release, discharge, spill, or deposit of a hazardous or regulated substance, has occurred or is occurring which affects or threatens to affect the Leased Premises

and/or the Airport Facilities, or the persons, structures, equipment, or other property thereon, The FBO must notify immediately by oral report, in person or by telephone, to be promptly confirmed in writing within twenty four (24) hours to the Airport Manager and City Staff as required by law or regulation.

4.4.2 The FBO or its designee shall keep a readily accessible file of Materials Safety Data Sheets ("MSDS") for each Hazardous Substance on-site or transported, in accordance with federal and state transportation laws, which file must be posted and immediately available to any City employee or Airport tenant who responds to report of a discharge of a Hazardous Substance on the Leased Premises and/or Airport Facilities.

4.4.3 The FBO will cause prompt remediation and the payment of all costs associated with any action or inaction of The FBO that directly or indirectly prevents the Airport from materially conforming to all then applicable environmental laws, rules, regulations, orders, or permits. In the event The FBO fails to fulfill this obligation following written notice and a reasonable cure period, the City may perform any such remediation, and the direct and indirect cost of such action shall be invoiced to the FBO plus a fifteen percent (15%) administrative fee. Payment of such charges are due and payable upon demand and may not be contested. The rights and obligations set forth in this Section Paragraph shall survive the earlier expiration or termination of this Agreement.

4.5 **Signs.** The FBO agrees that no signs or advertising matter may be erected or installed on the Leased Premises or Airport Facilities without the consent of the City.

4.6 **Obstruction Lights.** The FBO agrees to permit the City to install, maintain, and operate proper obstruction lights on the tops of all buildings or structures located on or to be placed on the Leased Premises at no cost to the FBO.

4.7 **Utilities.** The FBO shall provide for heat in the FBO hangar and be responsible for the natural gas used for such purposes and payment, therefore.

4.8 **Fair and Nondiscriminatory Services.** The FBO, in the conduct of any aeronautical activity for furnishing services to the public at the Airport, shall furnish services on a fair, equal, and not unjustly discriminatory basis to all users, and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided that the FBO may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. The FBO specifically covenants that: (1) no person on the grounds of race, creed, color, religion, sex, age, national origin, sexual orientation, marital status, handicap, disability, or political belief or affiliation will be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination in the use of the Leased Premises or the Airport Facilities; (2) in the construction of any improvements on, over, or under the Leased Premises and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, age,

national origin, sexual orientation, marital status, handicap, disability, or political belief or affiliation will be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination.

4.8.1 Nondiscrimination - Business Owner. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The FBO for itself, and as a requirement for any sublessee, agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award of performance or any concession agreement, management contract or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

4.8.2 Remedy for Breach. If the FBO is found by a final verdict of a court of competent jurisdiction to have deliberately breached a non-discrimination covenant, or to have permitted any sublessee to deliberately breach a non-discrimination covenant, the City may immediately enforce the remedies directed by the Court's decision, which may include the City's right to reenter the Leased Premises, retake possession thereof and terminate this Agreement. This provision is not effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are completed, including exercise of any rights to appeal.

4.8.3 Affirmative Action. The FBO shall cause to be implemented an affirmative action program as required by 14 CFR Part 152, Subpart E, to provide (i) that no person on the grounds of race, creed, color, religion, sex, age, national origin, handicap, disability, or political belief or affiliation is excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E; (ii) that no person will be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by that Subpart; (iii) that third parties otherwise retained by the FBO or its designee shall provide similar assurances to the FBO or its designee to undertake affirmative action programs and to require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E. The FBO or its designee, at no expense to the City shall comply with any applicable requirements of the Americans with Disabilities (ADA) as it may be amended, with respect to the Leased Premises and the Airport Facilities.

4.9 Nonexclusive Rights. The FBO shall have the right and privilege of engaging in and conducting a business on the Leased Premises under the terms and conditions as set forth in this Agreement, provided, however, that this Agreement shall not be construed in any manner to grant the FBO or those claiming under it the exclusive right to the use of the Airport Facilities other than the Leased Premises.

4.10 Financial Disclosure. The FBO shall furnish such evidence as may be reasonably requested by the City to show the FBO is financially capable of providing the FBO services

set forth in Article 3 prior to the City's approval of this Agreement and at such further times as the City may require.

ARTICLE 5. CITY RIGHTS AND RESPONSIBILITIES.

5.1. **City Responsibilities.** To facilitate the FBO's performance of the FBO services set forth in Article 3, the City shall supply in proper time and sequence, the following to the FBO:

5.1.1. **Airport Operation.** The City shall operate the Airport as a public airport during all such times when this Agreement is in effect, subject to the assurances given by the City to the United States Government.

5.1.2. **Quiet Enjoyment.** The City covenants that it has the authority to execute this Agreement, that at the commencement of the Agreement, the City has good title to the Leased Premises, and that throughout the term hereof, the FBO will have peaceful and uninterrupted possession of the Leased Premises subject to its payment of rent and other charges and to its performance of the FBO services set forth in Article 3 and adherence to the terms and conditions of this Agreement. The City agrees to remedy any violation of quiet enjoyment caused by the City or one of the City's other tenants and to honor the FBO's tenancy so long as this Agreement shall be in effect.

5.1.3. **Access to Airport Facilities.** The City shall allow the FBO access to the following facilities: the main hangar with supporting facilities, main ramp area, and reception area.

5.1.4. **Exterior Maintenance.** The City shall provide snow removal and grass mowing services on the Leased Premises and will provide maintenance of the exterior of the City-owned buildings on the Leased Premises, and will perform any needed structural repairs to such buildings, including all maintenance and repair of exterior doors, windows, and roofs. In the main terminal, the City shall be responsible for the repair and maintenance of the plumbing, heating, and electrical systems. The City shall be responsible for the repair and maintenance of the public restrooms and all other areas used by or available to the public. The FBO will provide general repair and maintenance (not structural repair) for all structures located on the Leased Premises, as more specifically detailed in Section 2.6 herein.

5.1.5. **Fuel Facility Maintenance.** The City shall maintain the City-owned fueling facility at the Airport and maintain the fueling systems in full working order.

5.1.6. **Insurance.** The City shall provide fire and extended coverage insurance on all City-owned buildings which are either leased to or used by the FBO.

5.1.7. **Utilities.** The City shall provide for heat, electricity, water, and air conditioning in the main terminal building, and shall provide for electricity and water to the FBO hangar.

5.2. **Rights Reserved to the City.** The City expressly reserves the following rights:

5.2.1. **Right to Inspect.** The City reserves the right to enter upon the Leased Premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this Agreement.

5.2.2. **Airport Development.** The City reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the FBO, and without interference or hindrance. If the development of the Airport requires the relocation of the FBO, the City agrees to provide a comparable location and agrees to relocate all buildings or provide similar facilities for the FBO at no cost to the FBO.

5.2.3. **City's Rights.** The City reserves the right, but shall not be obligated to the FBO, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the FBO in this regard.

5.2.4. **Obstructions.** The City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent the FBO from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft. The FBO shall, upon approval by the City and prior to any construction of any nature within the boundaries of the Airport, prepare and submit to the Federal Aviation Administration, FAA Form 7460-1, "Notice of Proposed Construction or Alteration", as required by Federal Aviation Regulation Part 77.

5.2.5. **Mineral Rights.** The City expressly reserves all water, gas, oil, and mineral rights in and under the soil beneath the Leased Premises, but testing for and/or removal of any such gas, oil, or minerals shall be done in a manner so as not to disturb the Leased Premises or disrupt the operation of the business being conducted thereon.

ARTICLE 6. DEFAULT, TERMINATION AND DISPUTE RESOLUTION.

6.1 **Default.** The FBO shall be deemed to be in default of its obligations under this Agreement upon the FBO's causing or permitting any of the following to occur:

- (1) Failure to pay rent within 30 days after due date;

- (2) Failure to perform any of the FBO services set forth in Article 3.
- (3) Failure to comply with any terms or conditions of this Agreement.
- (4) The cancellation or other termination of any insurance policy issued as required by Section 4.3, unless another policy has been filed and approved by the City pursuant to Section 4.3 and shall be in effect at the time of such cancellation or termination.
- (5) The filing of a petition under the Federal Bankruptcy Act or any amendment, including a petition for reorganization or an arrangement;
- (6) The commencement of a proceeding for dissolution or for the appointment of a receiver;
- (7) The making of an assignment for the benefit of creditors;
- (8) Abandonment of the Leased Premises.

6.2 City Rights Upon Default. In the event that the FBO shall be in default of its obligations under this Agreement pursuant to Section 6.1 and such default shall continue for thirty days after receiving written notice thereof from the City, then the City may terminate this Agreement. If the default cannot reasonably be cured within said thirty (30) days or within any other time as set out in the notice of default, the FBO shall be deemed to have cured the default if it commences the remedy process within the applicable period and thereafter diligently prosecutes the same to completion.

6.3 Rights After Termination. In the event of termination for default by the FBO or other expiration of this Agreement, the City shall have the right at once and without further notice to the FBO, to enter and take possession of the Leased Premises, and expel, oust and remove any and all parties who may occupy any portion of the Leased Premises, and any and all goods and chattels belonging to the FBO or its associates which may be found, without being liable for prosecution or to any claim for damages. Upon such termination by the City, all rights, powers, and privileges of the FBO shall cease, and the FBO shall immediately vacate the Leased Premises, and shall make no claim of any kind whatsoever against the City, its agents, or representatives, by reason of such termination, or any act incident thereto. Upon such termination or expiration, any sublessees present on the Leased Premises who were properly approved by the City in writing pursuant to Section 2.9 shall be entitled to remain on the Leased Premises and continue their operations thereon through the expiration of the term of this Agreement then in effect. In the event of termination for any cause which is determined by the City to be beyond the control and without the fault or negligence of the FBO, payment to the City hereunder shall immediately cease, and the FBO shall be entitled to have monies which have been prepaid or advanced to the City predicated on occupancy of the Leased Premises to the end of the period, if any, refunded to it by the City. The FBO shall, in addition to other rights provided for by law, be permitted to remove its personal property from the Leased Premises in a manner and at a time agreed upon by the parties.

6.4 Dispute Resolution. The FBO and the City agree to negotiate all disputes between them under this Agreement in good faith for a period of 30 days from the date of notice of

dispute prior to proceeding to formal dispute resolution or exercising their respective rights under law.

ARTICLE 7. GENERAL PROVISIONS.

- 7.1 Subordination to U.S.A./FAA Requirements.** This Agreement is subordinate to the provisions of any existing or future agreement between the City and the United States of America or the State of Minnesota relating to the operation or maintenance of the Airport. Furthermore, this Agreement may be amended to include provisions required by those agreements with the United States or the State of Minnesota.
- 7.2 Minimum Standards and Rules and Regulations.** The City has adopted and will enforce Minimum Standards and reasonable rules and regulations to be uniformly applied to similar uses and users of similar space at the Airport, which the FBO agrees to observe and obey with respect to its use of the Leased Premises and Airport Facilities and the health, safety, and welfare of those using the Leased Premises and Airport Facilities. The Minimum Standards and rules and regulations may be amended from time to time following notice to the FBO.
- 7.3 Independent Contractor Status.** The FBO, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of the City for any purpose. No statement contained in this Agreement shall be construed so as to find the FBO to be an employee of the City, and the FBO shall not be entitled to any of the rights, privileges, or benefits of employees of the City, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims. The FBO acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from any payments due the FBO hereunder, and that it is the FBO's sole obligation to comply with the applicable provisions of all Federal and State tax laws. The FBO shall at all times be free to exercise initiative, judgment, and discretion as to how to best perform or provide the services identified herein. The FBO 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.
- 7.4 No Partnership, Joint Venture, or Fiduciary Relationship.** Nothing contained in this Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the City and the FBO, it being understood that the sole relationship created hereby is one of landlord and tenant.
- 7.5 No Third-Party Benefit.** No provision of this Agreement creates a third-party claim against the City, the Airport, or the FBO beyond that which may legally exist in the absence of any such provision.

- 7.6 **No Waiver.** Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement 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 Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving Party.
- 7.7 **Force Majeure.** Neither the City nor the FBO will be deemed to be in breach of this Agreement if either is prevented from performing any of its obligations hereunder by reason of Force Majeure. Force Majeure means any prevention, delay, or stoppage due to strikes, lockouts, labor disputes, acts of God, including inclement weather and/or periods of rain or snow, inability to obtain labor or materials, or reasonable substitutes therefore, governmental restrictions or requirements, governmental regulations, governmental controls, inability to timely obtain governmental approvals, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform. All of the foregoing events excuse the performance by either party for a period equal to any prevention, delay, or stoppage, including the obligations imposed with regard to the commencement or payment of rental and other charges to be paid by the FBO pursuant to this Agreement and the obligation of the City to deliver the Leased Premises.
- 7.8 **Covenant Against Contingent Fee.** The FBO warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the FBO to solicit or secure this Agreement 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 Agreement.
- 7.9 **Minnesota Law Governs.** This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota.
- 7.10 **Venue.** Venue of any action brought under this Agreement lies in Kandiyohi County, Minnesota, exclusively, where the Agreement was executed and will be performed.
- 7.11 **Terms Binding on Successors and Assigns.** All of the terms, covenants, and agreements herein contained shall be binding upon and shall inure to the benefit of the heirs, successors, and assigns of the FBO and the City.
- 7.12 **Notices.** All notices required or permitted to be given to the parties hereunder shall be in writing and may be given personally or deposited in the United States Mail, postage prepaid, and addressed to the parties' respective addresses as follows:

CITY:

City of Willmar, Administration
PO Box 755
Willmar, MN 56201

FBO:

Oasis Aero, Inc.
6600 Highway 40 West
Willmar, MN 56201

Notices shall be deemed given as of the date said notice is deposited in the mail or personally delivered.

The Parties must notify each other promptly in the event of a change in name or address.

- 7.13 **Severability.** Each provision, paragraph, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, paragraph, section, sentence, clause, phrase, and/or word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
- 7.14 **Voluntary and Knowing Action.** The parties, by executing this Agreement, state that they have carefully reviewed this Agreement and understand fully the contents hereof; that in executing this Agreement, they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- 7.15 **Authorized Signatories.** The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions, or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- 7.16 **Data Practices.** The parties acknowledge that data collected by the City pertaining to this Agreement may be subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*
- 7.17 **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, to the extent applicable, the FBO agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the FBO and involve transactions relating to this

Agreement. The FBO agrees to maintain these records for a period of six years from the date of termination of this Agreement.

7.18 **Waiver and Assumption of the Risk.** The FBO knows, understands, and acknowledges the risks and hazards associated with using the Airport Facilities and Leased Premises and hereby assumes any and all risks and hazards associated therewith. The FBO hereby irrevocably waives any and all claims against the City or any of its officials, employees, or agents for any bodily injury (including death), loss, or property damage incurred by the FBO as a result of using the Airport Facilities or the Leased Premises and hereby irrevocably releases and discharges the City and any of its officials, employees or agents from any and all claims of liability.

7.19 **Attorney Fees.** The FBO shall pay all costs, attorney fees, and expenses incurred by the City to enforce this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

[Remainder of page intentionally left blank]

FBO:

OASIS AERO, INC.

By: _____
_____, Its _____

Date: _____

By: _____
_____, Its _____

Date: _____

CITY:

CITY OF WILLMAR, MINNESOTA

By: _____
Douglas E. Reese, Its Mayor

Date: _____

By: _____
Leslie Valiant, City Administrator

Date: _____

BUILDING DATA TABLE

Q. #	DESCRIPTION	APPROX. BUIL. DATE	PERMITS	STATUS	REMARKS
1	1-10000	1985	10000	10000	10000
2	2-10000	1985	10000	10000	10000
3	3-10000	1985	10000	10000	10000
4	4-10000	1985	10000	10000	10000
5	5-10000	1985	10000	10000	10000
6	6-10000	1985	10000	10000	10000
7	7-10000	1985	10000	10000	10000
8	8-10000	1985	10000	10000	10000
9	9-10000	1985	10000	10000	10000
10	10-10000	1985	10000	10000	10000
11	11-10000	1985	10000	10000	10000
12	12-10000	1985	10000	10000	10000
13	13-10000	1985	10000	10000	10000
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17	17-10000	1985	10000	10000	10000
18	18-10000	1985	10000	10000	10000
19	19-10000	1985	10000	10000	10000
20	20-10000	1985	10000	10000	10000
21	21-10000	1985	10000	10000	10000
22	22-10000	1985	10000	10000	10000
23	23-10000	1985	10000	10000	10000
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25	25-10000	1985	10000	10000	10000
26	26-10000	1985	10000	10000	10000
27	27-10000	1985	10000	10000	10000
28	28-10000	1985	10000	10000	10000
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38	38-10000	1985	10000	10000	10000
39	39-10000	1985	10000	10000	10000
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41	41-10000	1985	10000	10000	10000
42	42-10000	1985	10000	10000	10000
43	43-10000	1985	10000	10000	10000
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46	46-10000	1985	10000	10000	10000
47	47-10000	1985	10000	10000	10000
48	48-10000	1985	10000	10000	10000
49	49-10000	1985	10000	10000	10000
50	50-10000	1985	10000	10000	10000
51	51-10000	1985	10000	10000	10000
52	52-10000	1985	10000	10000	10000
53	53-10000	1985	10000	10000	10000
54	54-10000	1985	10000	10000	10000

EXHIBIT B LEASED PREMISES

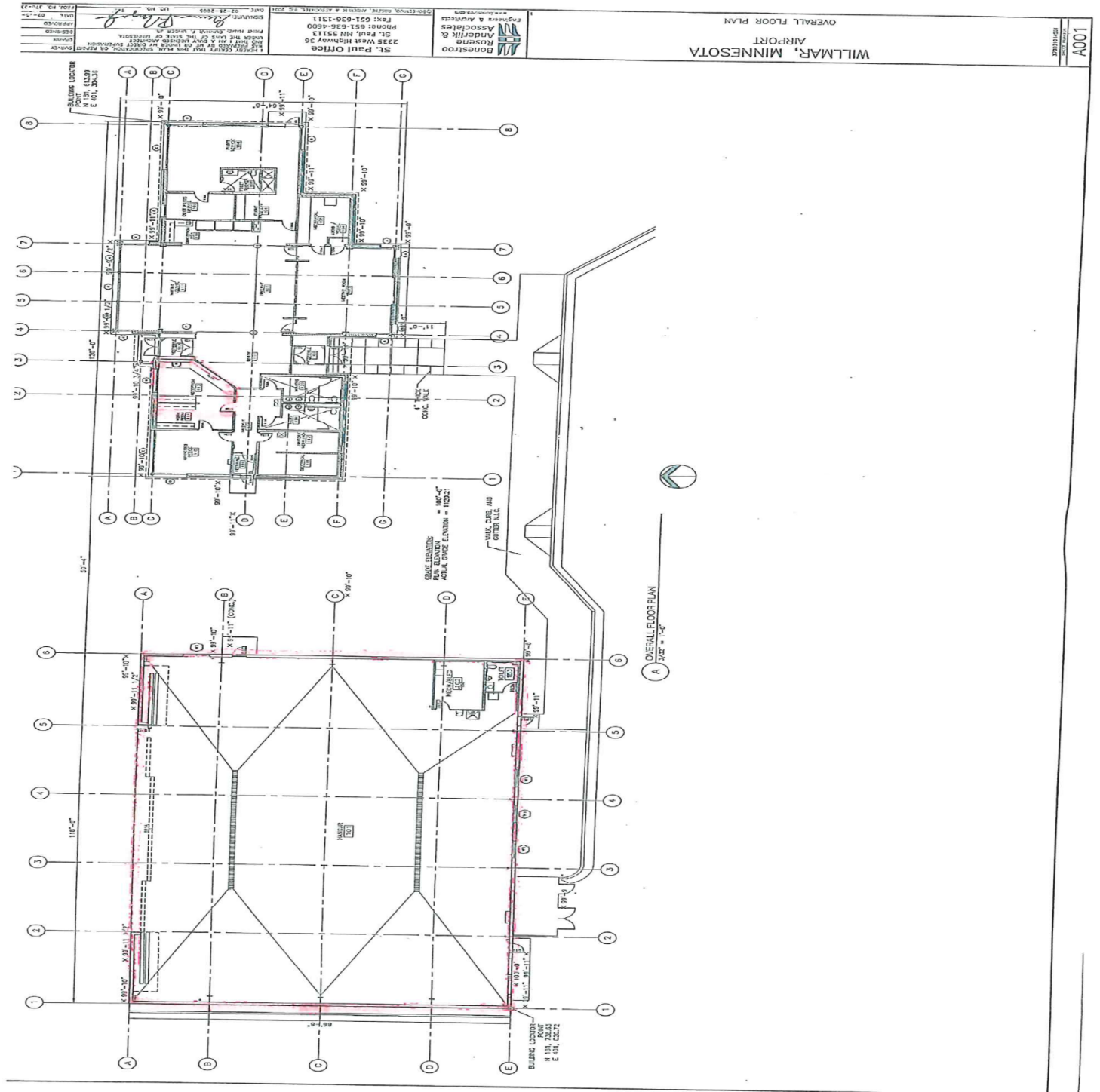


EXHIBIT C
SCHEDULE OF REIMBURSABLE EXPENSES

The following schedule of reimbursable expenses shall apply during the entirety of calendar year 2024: A reimbursable report shall be submitted each month to the City.

	Reimbursable Service	Administrative Assistant Hours	Mechanic Hours	Part-Time Empl. Hours	Totals
1	Courtesy Service (Sec. 3.1.1)	6			6
2	Unicom radio (Sec. 3.1.2)	3			3
3	Issue NOTAMs (Sec. 3.1.3)				
4	Daily fuel records (Sec. 3.1.4)	2.5			2.5
5	Weekend & On-call (Sec. 3.1.5)		6	16	22
6	Secure Terminal (Sec. 3.1.6)	1.5			1.5
	Total Staff Time (hours per week)	13	6	16	35
	Applicable Hourly Wage	\$17.00	\$23.00	\$13.00	
	Employee Wages (per week)	\$221.00	\$138.00	\$208.00	\$567.00
	Company Overhead				115%
	Total Reimbursement (per week)				\$652.05

Total Reimbursable Expenses per week:	\$652.05
Weeks per year:	52
Total Reimbursable Expenses per year:	\$33,906.60
Months per year:	12
Total Reimbursable Expenses per month:	\$2,825.55

Beginning in the calendar year 2025 and for each subsequent calendar year during the initial term or any renewal term of this agreement, the applicable hourly wages from which the total reimbursable expenses are calculated shall increase by \$0.05 per year (i.e., in 2026 the applicable hourly wages will be \$17.05 for Administrative Assistant hours, \$23.05 for Mechanic hours, and \$13.05 for part-time employee hours; in 2027 the applicable hourly wages will be \$17.10 for Administrative Assistant hours, \$23.10 for Mechanic hours, and \$13.10 for part-time employee hours, etc.), and the schedule above shall otherwise remain unchanged.

EXHIBIT D
CERTIFICATES OF REQUIRED INSURANCE COVERAGES

DRAFT

**PRIMARY FIXED-BASE OPERATOR’S AGREEMENT
BETWEEN THE CITY OF WILLMAR, MINNESOTA
AND OASIS AERO, INC.**

THIS AGREEMENT is made and entered into this 1st day of January, 2024, by and between the City of Willmar, a municipal corporation existing by and under the authority of the laws of the State of Minnesota, 333 6th Street Southwest, Willmar, Minnesota, 56201, hereinafter referred to as the “City,” and Oasis Aero, Inc., a Minnesota corporation, with its principle place of business at 6600 Highway 40 West, Willmar, Minnesota, 56201, hereinafter referred to as the “FBO”; collectively, the City and the FBO are hereinafter referred to as the “Parties.”

WHEREAS, the City owns and operates an airport known as the Willmar Municipal Airport—John L. Rice Field (the “Airport”), which Airport facilities are depicted on the attached Exhibit A (the “Airport Facilities”); and

WHEREAS, the City desires to lease certain premises located on the Airport, together with the right to use and enjoy individually and in common with others, the Airport Facilities, to a party that will provide needed aviation services to Airport users, including, among other services, selling aircraft fuel, performing aircraft maintenance, ramp area/tie downs, and rental car assistance; and

WHEREAS, the FBO has proposed to lease property at the Airport from the City and serve as the primary fixed-base operator at the Airport from and after January 1, 2024, engaging in the business of providing needed aviation services to Airport users and providing the primary fixed-base operator services at the Airport; and

WHEREAS, the FBO is under common ownership with Oasis Aero, Inc., which entity is under contract to provide Airport Operations Supervisor services to the City through December 31, 2026, pursuant to that certain Airport Operations Agreement between the City and Oasis Aero, Inc. dated January 1, 2024 (“Airport Operations Agreement”).

NOW, THEREFORE, for and in consideration of the rents and covenants of this agreement, the FBO and the City agree as follows:

ARTICLE 1. TERM.

1.1 Term. The initial term of this Agreement shall commence on January 1, 2024, and continue in effect until December 31, 2028, or earlier termination pursuant to Article 6 herein.

1.2 Renewal Terms. Upon the expiration of the initial term of this Agreement under Section 1.1, or any renewal term under this Section, this Agreement shall automatically renew for an additional term of one year unless either party shall deliver written notice of its intention not to renew to the other party not fewer than 120 days prior to the expiration of the initial

term or renewal term then in effect, in which case this Agreement shall terminate upon the expiration of such initial term or renewal term.

ARTICLE 2. LEASE OF AIRPORT PROPERTY.

2.1 Leased Premises. The City agrees to lease to the FBO, who agrees to lease from the City, the following spaces at the Airport, which are depicted on Exhibit B, attached hereto (the "Leased Premises"):

FBO Hangar (86'8" x 100')	8,667 s.f.
Support Areas (18' x 86'8")	1,560 s.f.
Reception Desk	120 s.f.
Total Area	10,347 s.f.

2.2 Rent.

2.2.1 Annual Rent. The FBO agrees to pay to the City for the use of the Leased Premises a yearly rental of \$4.25 per square foot for the balance of 2024 for an initial total annual charge of \$43,974.75 (\$4.25 x 10,347 s.f.), which yearly rental shall increase by \$0.05 each year thereafter beginning in calendar year 2025 and in each subsequent calendar year during the initial term of this agreement (i.e., the annual per square foot rental rate will be \$4.30 in 2025, \$4.35 in 2026, \$4.40 in 2027 and \$4.45 in 2028). For any renewal terms, the annual per-square-foot rental rate shall increase by \$ 0.05 each year (for example, the yearly rental would be \$4.50 in 2029, \$4.55 in 2030, \$4.60 in 2031, etc.).

2.2.2 Reimbursable Services. The annual rental fee specified in Section 2.2.1 above shall be reduced by the amount of reimbursements the FBO is entitled to for providing services as specified in Section 3.2 herein.

2.2.3 Payments. The FBO shall make payment of one-twelfth of the annual rent specified in Section 2.2.1, less the reimbursements as specified in Section 3.2, on or before the last day of the month for each month in which this Agreement is in effect.

2.2.4 Airport Closings. During any period when the Airport shall be closed by any lawful authority restricting the use of the Airport in such a manner as to interfere with the use of same by the FBO for its business operation, the rent shall abate, and the period of such closure shall be added to the term of this Agreement then in effect so as to extend and postpone the expiration thereof.

2.3 FBO Rights: The FBO shall have the rights:

2.3.1 In common with others so authorized, to use common areas of the Airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals, and other conveniences for the take-off, flying, and landing of aircraft.

2.3.2 To the nonexclusive use, in common with others, of the Airport parking areas, appurtenances, and improvements thereon.

2.3.3 To the rent-free nonexclusive use of the reception areas in the main terminal building as necessary to perform the FBO services set forth in Article 3 herein.

2.3.4 To install, operate, maintain, repair, and store, subject to the approval of the City in the interests of safety and convenience of all concerned, all equipment necessary for the conduct of the FBO's business and performance of the FBO services set forth in Article 3 herein.

2.3.5 Of access to and from the Leased Premises, limited to streets, driveways, or sidewalks designated for such purposes by the City, and which right shall extend to the FBO's employees, passengers, guests, invitees, and patrons.

2.3.6 In and on the Leased Premises, to take all actions and make all such use of the Leased Premises as necessary to perform the FBO services set forth in Article 3 herein, subject to the limitations of this Agreement.

2.4 Quiet Enjoyment. So long as the FBO conducts its business in a fair, reasonable, and professional manner in accordance with the requirements of this Agreement, the FBO shall peaceably have and enjoy the Leased Premises and all the rights and privileges granted herein.

2.5 Improvements. The FBO shall not have the right to construct improvements upon the Leased Premises or to improve any structures located thereon unless the City shall first approve the same in writing in its sole discretion upon reviewing all plans and specifications for such improvements, which plans must be submitted to the City by the FBO at least one month in advance of the proposed construction. All plans and specifications for improvements authorized by this Section and all construction upon the Leased Premises must meet all fire, building, and other applicable city, state, and federal regulations and code requirements. The FBO shall be responsible for obtaining the required building permits and for paying all permit fees associated with such improvements. Upon final completion and acceptance of the improvements by the City, FBO must provide one set of as-built plans and one electronic copy of the recorded documents to the Airport Manager, who will keep one set of plans on file at the Airport Manager's office. Upon termination of this Agreement, ownership of any Improvements constructed by the FBO on the Leased Premises shall revert to the City, free and clear of all liens, claims, and other encumbrances

or adverse interest in the Leased Premises or the improvements thereon. Facilities should be in commercially reasonable condition, normal wear and tear excepted. All personal property of the FBO shall be removed from the Leased Premises within seven calendar days following termination as called for in this Agreement.

2.6 Maintenance of Buildings. The FBO will maintain the Leased Premises and all structures thereon in good order, excepting only those functions expressly made the responsibility of the City in this Agreement and shall make non-structural repairs to the buildings on the Leased Premises, including routine repairs to the plumbing, heating, ventilation, and electrical systems and fire sprinkler system monitoring system and fire extinguishers, as necessary. The FBO shall provide notice to the City prior to commencing any such routine repairs. (The City shall be responsible for making major repairs pursuant to Section 5.1.4 herein).

2.7 Trash and Refuse. The FBO must arrange for the collection and lawful disposal of all trash, and other refuse resulting from operations on the Leased Premises in compliance with all applicable laws and regulations relative to trash disposal and must pay or cause to be paid the costs associated with trash removal and disposal. The FBO shall not pile boxes, barrels, or other similar items in or within view of a public area. For flammable waste such as oil and oil-soaked rags, etc., the FBO must provide and use suitable sealed fireproof receptacles.

2.8 Pets Prohibited. The FBO may not keep or permit to be kept any pets anywhere on the Leased Premises or Airport Facilities without the prior written consent of the City, except pets of transient pilots and/or passengers and approved service animals are excluded from this prohibition.

2.9 Assignment and Subleasing. The FBO may not, at any time during the term of this Agreement, assign or transfer this Agreement or any interest therein without the written consent of the City; the FBO shall have the right to lease that portion of the buildings located on the Leased Premises which are not needed by the FBO in the operation of its business, subject to written approval of the City. A transfer, assignment, or sublease approved by the City and entered into by the FBO pursuant to this Section shall not relieve the FBO of any of its liability and responsibilities under this Agreement, and any such transfer, assignment, or sublease shall incorporate the terms of this Agreement, which shall be binding on the assignee, subcontractor or sublessee, as the case may be.

ARTICLE 3. PRIMARY FBO SERVICES.

3.1 Primary Fixed-Base Operator Services. The City hereby grants permission to the FBO, and the FBO agrees to perform primary Fixed-Base Operator and other professional services at the Airport as more particularly described in this Article and in conformance with the Airport's adopted Minimum Standards for Aeronautical Activity ("Minimum Standards"), as

the same may be amended from time to time. The FBO shall not provide any services not specifically authorized in this Article.

3.1.1 Courtesy Service. The FBO shall provide courtesy service for transient pilots and passengers, including providing a vehicle for use as a courtesy car by such parties or other ground transportation (rental car, taxi, etc.) as needed, as well as access to a telephone.

3.1.2 Unicom Radio. The FBO shall monitor and assist pilots calling into the Airport. Services and general information must be disseminated to pilots requesting this service.

3.1.3 NOTAMS (notices to airmen). The FBO shall observe airfield conditions and assist with the issuance of a NOTAM when Airport management is unavailable. The FBO must notify the Airport Manager and City Staff of any condition that may be a hazard to pilots.

3.1.4 Fuel and Oil Sales; daily fuel records. The FBO shall operate and maintain sufficient fuel quantities within the City-owned fueling facilities; under no circumstances shall the FBO maintain a minimum fuel inventory of fewer than 1,000 gallons for each fuel type Jet A and 1000 LL. The FBO shall conduct daily inspections of the fueling system and quality control. The FBO shall maintain daily records of fuel sales and shall provide monthly reports to the City on or before the fifth business day of each month for the preceding calendar month based on each pump's meter and the daily records of fuel sales. The FBO shall immediately notify the City if a pump's meter and the daily log records are not balanced.

Fuel Flowage Fee: A fuel flowage fee of \$0.22 per gallon shall be charged to the FBO for each gallon of jet fuel or aviation fuel sold, used, or furnished for any purpose at any time during the entirety of calendar year 2024, which flowage fee shall increase by \$0.01 each year thereafter beginning in calendar year 2025 and in each subsequent calendar year during the initial term of this agreement until a fuel flowage fee of \$.25 is reached (i.e. the flowage fee will be \$0.23 in 2025, \$0.24 in 2026, \$0.25 in 2027, and \$0.25 in 2028). For any renewal terms, the City of Willmar reserves the right to increase the flowage fee in \$0.01 increments in each subsequent year after 2028.

3.1.5 Weekend and On-Call Service. Weekend service shall be made available by the FBO at the Airport. In addition to regularly scheduled service, the FBO shall be on-call to provide basic line service needs to based and transient pilots needing to use the Airport.

3.1.6 Secure Terminal Building. The FBO shall be responsible for the security of the City-owned main terminal facility. All doors shall be locked during all non-office hours.

3.1.7 Ramp Service. The FBO shall provide adequate ramp service, such as towing aircraft, inflating aircraft tires, washing aircraft windscreens, and recharging batteries.

3.1.8 Repair and Maintenance. The FBO shall make repairs and maintenance to based and transient aircraft available.

3.1.9 Aircraft Rental. The FBO shall have available for use for the purpose of renting, either owned or under written lease to the Operator, not less than one properly certificated aircraft. The aircraft must be certified for flight under instrument flight rules. The FBO may partially own an aircraft through the FBO's membership in a flying club.

3.1.10 Flight Instruction. The FBO shall ensure that flight instruction services are provided at the Airport, which services may be contracted out to a single service provider pursuant to the requirements of Section 2.9 herein, and the FBO shall provide a copy of any subleases or other agreements with such single service provider to the City.

3.1.11 Aircraft Charter Service. The FBO may provide or arrange for on-demand charter service (14 CFR Part 135) to be provided to the community for the purpose of transporting goods and people to and from the Airport, and the FBO shall provide a copy of any subleases or other agreements with any charter service provider to the City. In the event that on-demand charter service is not provided at the Airport, the FBO shall direct parties interested in such service to the nearest available location where such service is offered.

3.2 **Reimbursements.** To compensate the FBO for benefits it provides to the City as a contact for the Airport, certain services to be provided by the FBO pursuant to this Article shall be reimbursable pursuant to the schedule of weekly employee wages and overhead expenses incurred by the FBO in providing such reimbursable services attached to this Agreement as Exhibit C.

3.3 **Aircraft Service by Owner or Operator.** It is clearly understood by the FBO that no right or privilege has been granted herein which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.

3.4 **Standard of Care.** The FBO shall exercise the same degree of care, skill, and diligence in the performance of services under this Agreement as is ordinarily possessed and exercised by members of the same profession, currently practicing under similar circumstances.

3.5 **Hours of Operations.** The FBO agrees to perform the services under this Agreement at all reasonable times in accordance with the Minimum Standards, including on-call service after regular business hours.

3.6 Review of Performance. Representatives of the FBO shall meet regularly (at least annually) with the Willmar Airport Commission for purposes of reviewing its performance of the services required by this Agreement. The FBO shall provide annual reports to the City no later than January 31 of each year summarizing its previous year's operations and performance of the FBO services. All records and reports of the FBO relevant to its performance of the FBO services or its use of the Leased Premises or Airport Facilities shall be made available to the City upon the City's request.

ARTICLE 4. FBO RESPONSIBILITIES.

4.1 Laws and Regulations. The FBO agrees to observe and obey, during the term of this Agreement, all laws, ordinances, rules, and regulations promulgated and enforced by the City, and by any other proper authority having jurisdiction over the conduct of the operations at the Airport.

4.2 Indemnification. The FBO shall indemnify, protect, save, hold harmless, and insure the City, and its respective officers, directors, employees, members, and agents, from and against any and all claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by the FBO or its agents, employees, contractors, subcontractors, or sublessees with respect to the FBO's performance of its obligations under this Agreement. The FBO shall defend and indemnify the City against the foregoing, or litigation in connection with the foregoing, at the FBO's expense, with counsel reasonably acceptable to the City. The City, at its expense, shall have the right to participate in the defense of any claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision herein shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of the City. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement.

4.3 Insurance. At all times throughout the term of this Agreement, the FBO shall maintain at a minimum the following insurance coverages in the indicated amounts from financially solvent insurance carriers:

Commercial General Liability Insurance: \$2,000,000 combined single limit, including endorsements to include contractual liability;

Aircraft Liability Insurance: \$100,000 passenger liability and \$1,000,000 per occurrence;

Products Operations: \$1,000,000 per occurrence and \$2,000,000 aggregate;

Products Hazard and Completed Operations: \$1,000,000 per occurrence and \$2,000,000 aggregate;

Hangar Keepers: \$250,000 per aircraft and \$500,000 per occurrence;

Premises Liability Insurance: \$1,000,000 per occurrence;

Automobile Liability: \$1,000,000 per occurrence;

Workers Compensation: in statutory amounts; and

Any other insurance coverage required by state or federal laws or regulations applicable to the FBO.

4.3.1 All policies of insurance evidencing the coverages set forth above shall be approved by the City as to legal form before they are filed and shall contain an endorsement that the same may not be canceled before the expiration of its term except upon 10 days' written notice to the City.

4.3.2 With the exception of the Workers Compensation policies, all policies required above shall provide event-based coverage, shall insure the defense and indemnity obligations assumed by the FBO under this Agreement, and shall name the City as an additional insured under the policy.

4.3.3 True, accurate, and current certificates of insurance, showing evidence of the required insurance coverages, are hereby provided to the City by the FBO and are attached hereto as Exhibit D.

4.4 Hazardous Substances. The FBO shall comply and shall require any sublessee to comply with all environmental laws, rules, regulations, orders, and permits applicable to the use of the Leased Premises and/or the Airport Facilities, including but not limited to, required National Pollutant Discharge Elimination System Permits and all applicable laws relating to the use, storage, generation, treatment, transportation, or disposal of hazardous or regulated substances. Except for the Hazardous Substances governed by and transported in full compliance with the transportation laws of the state or federal government, The FBO must not knowingly use, store, generate, treat, transport, or dispose of any hazardous or regulated substances or waste on or near the Leased Premises and/or Airport Facilities without first obtaining all required permits and approvals from all authorities having jurisdiction over the operations conducted on the Leased Premises and/or Airport Facilities.

4.4.1 If The FBO determines that a threat to the environment, including but not limited to a release, discharge, spill, or deposit of a hazardous or regulated substance, has occurred or is occurring which affects or threatens to affect the Leased Premises

and/or the Airport Facilities, or the persons, structures, equipment, or other property thereon, The FBO must notify immediately by oral report, in person or by telephone, to be promptly confirmed in writing within twenty four (24) hours to the Airport Manager and City Staff as required by law or regulation.

4.4.2 The FBO or its designee shall keep a readily accessible file of Materials Safety Data Sheets ("MSDS") for each Hazardous Substance on-site or transported, in accordance with federal and state transportation laws, which file must be posted and immediately available to any City employee or Airport tenant who responds to report of a discharge of a Hazardous Substance on the Leased Premises and/or Airport Facilities.

4.4.3 The FBO will cause prompt remediation and the payment of all costs associated with any action or inaction of The FBO that directly or indirectly prevents the Airport from materially conforming to all then applicable environmental laws, rules, regulations, orders, or permits. In the event The FBO fails to fulfill this obligation following written notice and a reasonable cure period, the City may perform any such remediation, and the direct and indirect cost of such action shall be invoiced to the FBO plus a fifteen percent (15%) administrative fee. Payment of such charges are due and payable upon demand and may not be contested. The rights and obligations set forth in this Section Paragraph shall survive the earlier expiration or termination of this Agreement.

4.5 **Signs.** The FBO agrees that no signs or advertising matter may be erected or installed on the Leased Premises or Airport Facilities without the consent of the City.

4.6 **Obstruction Lights.** The FBO agrees to permit the City to install, maintain, and operate proper obstruction lights on the tops of all buildings or structures located on or to be placed on the Leased Premises at no cost to the FBO.

4.7 **Utilities.** The FBO shall provide for heat in the FBO hangar and be responsible for the natural gas used for such purposes and payment, therefore.

4.8 **Fair and Nondiscriminatory Services.** The FBO, in the conduct of any aeronautical activity for furnishing services to the public at the Airport, shall furnish services on a fair, equal, and not unjustly discriminatory basis to all users, and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided that the FBO may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. The FBO specifically covenants that: (1) no person on the grounds of race, creed, color, religion, sex, age, national origin, sexual orientation, marital status, handicap, disability, or political belief or affiliation will be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination in the use of the Leased Premises or the Airport Facilities; (2) in the construction of any improvements on, over, or under the Leased Premises and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, age,

national origin, sexual orientation, marital status, handicap, disability, or political belief or affiliation will be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination.

4.8.1 Nondiscrimination - Business Owner. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The FBO for itself, and as a requirement for any sublessee, agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award of performance or any concession agreement, management contract or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

4.8.2 Remedy for Breach. If the FBO is found by a final verdict of a court of competent jurisdiction to have deliberately breached a non-discrimination covenant, or to have permitted any sublessee to deliberately breach a non-discrimination covenant, the City may immediately enforce the remedies directed by the Court's decision, which may include the City's right to reenter the Leased Premises, retake possession thereof and terminate this Agreement. This provision is not effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are completed, including exercise of any rights to appeal.

4.8.3 Affirmative Action. The FBO shall cause to be implemented an affirmative action program as required by 14 CFR Part 152, Subpart E, to provide (i) that no person on the grounds of race, creed, color, religion, sex, age, national origin, handicap, disability, or political belief or affiliation is excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E; (ii) that no person will be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by that Subpart; (iii) that third parties otherwise retained by the FBO or its designee shall provide similar assurances to the FBO or its designee to undertake affirmative action programs and to require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E. The FBO or its designee, at no expense to the City shall comply with any applicable requirements of the Americans with Disabilities (ADA) as it may be amended, with respect to the Leased Premises and the Airport Facilities.

4.9 Nonexclusive Rights. The FBO shall have the right and privilege of engaging in and conducting a business on the Leased Premises under the terms and conditions as set forth in this Agreement, provided, however, that this Agreement shall not be construed in any manner to grant the FBO or those claiming under it the exclusive right to the use of the Airport Facilities other than the Leased Premises.

4.10 Financial Disclosure. The FBO shall furnish such evidence as may be reasonably requested by the City to show the FBO is financially capable of providing the FBO services

set forth in Article 3 prior to the City's approval of this Agreement and at such further times as the City may require.

ARTICLE 5. CITY RIGHTS AND RESPONSIBILITIES.

5.1. **City Responsibilities.** To facilitate the FBO's performance of the FBO services set forth in Article 3, the City shall supply in proper time and sequence, the following to the FBO:

5.1.1. **Airport Operation.** The City shall operate the Airport as a public airport during all such times when this Agreement is in effect, subject to the assurances given by the City to the United States Government.

5.1.2. **Quiet Enjoyment.** The City covenants that it has the authority to execute this Agreement, that at the commencement of the Agreement, the City has good title to the Leased Premises, and that throughout the term hereof, the FBO will have peaceful and uninterrupted possession of the Leased Premises subject to its payment of rent and other charges and to its performance of the FBO services set forth in Article 3 and adherence to the terms and conditions of this Agreement. The City agrees to remedy any violation of quiet enjoyment caused by the City or one of the City's other tenants and to honor the FBO's tenancy so long as this Agreement shall be in effect.

5.1.3. **Access to Airport Facilities.** The City shall allow the FBO access to the following facilities: the main hangar with supporting facilities, main ramp area, and reception area.

5.1.4. **Exterior Maintenance.** The City shall provide snow removal and grass mowing services on the Leased Premises and will provide maintenance of the exterior of the City-owned buildings on the Leased Premises, and will perform any needed structural repairs to such buildings, including all maintenance and repair of exterior doors, windows, and roofs. In the main terminal, the City shall be responsible for the repair and maintenance of the plumbing, heating, and electrical systems. The City shall be responsible for the repair and maintenance of the public restrooms and all other areas used by or available to the public. The FBO will provide general repair and maintenance (not structural repair) for all structures located on the Leased Premises, as more specifically detailed in Section 2.6 herein.

5.1.5. **Fuel Facility Maintenance.** The City shall maintain the City-owned fueling facility at the Airport and maintain the fueling systems in full working order.

5.1.6. **Insurance.** The City shall provide fire and extended coverage insurance on all City-owned buildings which are either leased to or used by the FBO.

5.1.7. **Utilities.** The City shall provide for heat, electricity, water, and air conditioning in the main terminal building, and shall provide for electricity and water to the FBO hangar.

5.2. **Rights Reserved to the City.** The City expressly reserves the following rights:

5.2.1. **Right to Inspect.** The City reserves the right to enter upon the Leased Premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this Agreement.

5.2.2. **Airport Development.** The City reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the FBO, and without interference or hindrance. If the development of the Airport requires the relocation of the FBO, the City agrees to provide a comparable location and agrees to relocate all buildings or provide similar facilities for the FBO at no cost to the FBO.

5.2.3. **City's Rights.** The City reserves the right, but shall not be obligated to the FBO, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the FBO in this regard.

5.2.4. **Obstructions.** The City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent the FBO from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft. The FBO shall, upon approval by the City and prior to any construction of any nature within the boundaries of the Airport, prepare and submit to the Federal Aviation Administration, FAA Form 7460-1, "Notice of Proposed Construction or Alteration", as required by Federal Aviation Regulation Part 77.

5.2.5. **Mineral Rights.** The City expressly reserves all water, gas, oil, and mineral rights in and under the soil beneath the Leased Premises, but testing for and/or removal of any such gas, oil, or minerals shall be done in a manner so as not to disturb the Leased Premises or disrupt the operation of the business being conducted thereon.

ARTICLE 6. DEFAULT, TERMINATION AND DISPUTE RESOLUTION.

6.1 **Default.** The FBO shall be deemed to be in default of its obligations under this Agreement upon the FBO's causing or permitting any of the following to occur:

- (1) Failure to pay rent within 30 days after due date;

- (2) Failure to perform any of the FBO services set forth in Article 3.
- (3) Failure to comply with any terms or conditions of this Agreement.
- (4) The cancellation or other termination of any insurance policy issued as required by Section 4.3, unless another policy has been filed and approved by the City pursuant to Section 4.3 and shall be in effect at the time of such cancellation or termination.
- (5) The filing of a petition under the Federal Bankruptcy Act or any amendment, including a petition for reorganization or an arrangement;
- (6) The commencement of a proceeding for dissolution or for the appointment of a receiver;
- (7) The making of an assignment for the benefit of creditors;
- (8) Abandonment of the Leased Premises.

6.2 City Rights Upon Default. In the event that the FBO shall be in default of its obligations under this Agreement pursuant to Section 6.1 and such default shall continue for thirty days after receiving written notice thereof from the City, then the City may terminate this Agreement. If the default cannot reasonably be cured within said thirty (30) days or within any other time as set out in the notice of default, the FBO shall be deemed to have cured the default if it commences the remedy process within the applicable period and thereafter diligently prosecutes the same to completion.

6.3 Rights After Termination. In the event of termination for default by the FBO or other expiration of this Agreement, the City shall have the right at once and without further notice to the FBO, to enter and take possession of the Leased Premises, and expel, oust and remove any and all parties who may occupy any portion of the Leased Premises, and any and all goods and chattels belonging to the FBO or its associates which may be found, without being liable for prosecution or to any claim for damages. Upon such termination by the City, all rights, powers, and privileges of the FBO shall cease, and the FBO shall immediately vacate the Leased Premises, and shall make no claim of any kind whatsoever against the City, its agents, or representatives, by reason of such termination, or any act incident thereto. Upon such termination or expiration, any sublessees present on the Leased Premises who were properly approved by the City in writing pursuant to Section 2.9 shall be entitled to remain on the Leased Premises and continue their operations thereon through the expiration of the term of this Agreement then in effect. In the event of termination for any cause which is determined by the City to be beyond the control and without the fault or negligence of the FBO, payment to the City hereunder shall immediately cease, and the FBO shall be entitled to have monies which have been prepaid or advanced to the City predicated on occupancy of the Leased Premises to the end of the period, if any, refunded to it by the City. The FBO shall, in addition to other rights provided for by law, be permitted to remove its personal property from the Leased Premises in a manner and at a time agreed upon by the parties.

6.4 Dispute Resolution. The FBO and the City agree to negotiate all disputes between them under this Agreement in good faith for a period of 30 days from the date of notice of

dispute prior to proceeding to formal dispute resolution or exercising their respective rights under law.

ARTICLE 7. GENERAL PROVISIONS.

7.1 Subordination to U.S.A./FAA Requirements. This Agreement is subordinate to the provisions of any existing or future agreement between the City and the United States of America or the State of Minnesota relating to the operation or maintenance of the Airport. Furthermore, this Agreement may be amended to include provisions required by those agreements with the United States or the State of Minnesota.

7.2 Minimum Standards and Rules and Regulations. The City has adopted and will enforce Minimum Standards and reasonable rules and regulations to be uniformly applied to similar uses and users of similar space at the Airport, which the FBO agrees to observe and obey with respect to its use of the Leased Premises and Airport Facilities and the health, safety, and welfare of those using the Leased Premises and Airport Facilities. The Minimum Standards and rules and regulations may be amended from time to time following notice to the FBO.

7.3 Independent Contractor Status. The FBO, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of the City for any purpose. No statement contained in this Agreement shall be construed so as to find the FBO to be an employee of the City, and the FBO shall not be entitled to any of the rights, privileges, or benefits of employees of the City, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims. The FBO acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from any payments due the FBO hereunder, and that it is the FBO's sole obligation to comply with the applicable provisions of all Federal and State tax laws. The FBO shall at all times be free to exercise initiative, judgment, and discretion as to how to best perform or provide the services identified herein. The FBO 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.

7.4 No Partnership, Joint Venture, or Fiduciary Relationship. Nothing contained in this Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the City and the FBO, it being understood that the sole relationship created hereby is one of landlord and tenant.

7.5 No Third-Party Benefit. No provision of this Agreement creates a third-party claim against the City, the Airport, or the FBO beyond that which may legally exist in the absence of any such provision.

- 7.6 **No Waiver.** Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement 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 Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving Party.
- 7.7 **Force Majeure.** Neither the City nor the FBO will be deemed to be in breach of this Agreement if either is prevented from performing any of its obligations hereunder by reason of Force Majeure. Force Majeure means any prevention, delay, or stoppage due to strikes, lockouts, labor disputes, acts of God, including inclement weather and/or periods of rain or snow, inability to obtain labor or materials, or reasonable substitutes therefore, governmental restrictions or requirements, governmental regulations, governmental controls, inability to timely obtain governmental approvals, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform. All of the foregoing events excuse the performance by either party for a period equal to any prevention, delay, or stoppage, including the obligations imposed with regard to the commencement or payment of rental and other charges to be paid by the FBO pursuant to this Agreement and the obligation of the City to deliver the Leased Premises.
- 7.8 **Covenant Against Contingent Fee.** The FBO warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the FBO to solicit or secure this Agreement 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 Agreement.
- 7.9 **Minnesota Law Governs.** This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota.
- 7.10 **Venue.** Venue of any action brought under this Agreement lies in Kandiyohi County, Minnesota, exclusively, where the Agreement was executed and will be performed.
- 7.11 **Terms Binding on Successors and Assigns.** All of the terms, covenants, and agreements herein contained shall be binding upon and shall inure to the benefit of the heirs, successors, and assigns of the FBO and the City.
- 7.12 **Notices.** All notices required or permitted to be given to the parties hereunder shall be in writing and may be given personally or deposited in the United States Mail, postage prepaid, and addressed to the parties' respective addresses as follows:

CITY:

City of Willmar, Administration
PO Box 755
Willmar, MN 56201

FBO:

Oasis Aero, Inc.
6600 Highway 40 West
Willmar, MN 56201

Notices shall be deemed given as of the date said notice is deposited in the mail or personally delivered.

The Parties must notify each other promptly in the event of a change in name or address.

7.13 **Severability.** Each provision, paragraph, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, paragraph, section, sentence, clause, phrase, and/or word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

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

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

7.16 **Data Practices.** The parties acknowledge that data collected by the City pertaining to this Agreement may be subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*

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

Agreement. The FBO agrees to maintain these records for a period of six years from the date of termination of this Agreement.

7.18 **Waiver and Assumption of the Risk.** The FBO knows, understands, and acknowledges the risks and hazards associated with using the Airport Facilities and Leased Premises and hereby assumes any and all risks and hazards associated therewith. The FBO hereby irrevocably waives any and all claims against the City or any of its officials, employees, or agents for any bodily injury (including death), loss, or property damage incurred by the FBO as a result of using the Airport Facilities or the Leased Premises and hereby irrevocably releases and discharges the City and any of its officials, employees or agents from any and all claims of liability.

7.19 **Attorney Fees.** The FBO shall pay all costs, attorney fees, and expenses incurred by the City to enforce this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

[Remainder of page intentionally left blank]

FBO:

OASIS AERO, INC.

By: _____
_____, Its _____

Date: _____

By: _____
_____, Its _____

Date: _____

CITY:

CITY OF WILLMAR, MINNESOTA

By: _____
Douglas E. Reese, Its Mayor

Date: _____

By: _____
Leslie Valiant, City Administrator

Date: _____

BUILDING DATA TABLE

NO.	SECTION	APPROX. AREA (SQ. FT.)	APPROX. VOLUME (CU. YD.)	APPROX. WEIGHT (TONS)	APPROX. COST (\$)
1	10000 N. 100th St	10000	10000	10000	10000
2	10000 N. 100th St	10000	10000	10000	10000
3	10000 N. 100th St	10000	10000	10000	10000
4	10000 N. 100th St	10000	10000	10000	10000
5	10000 N. 100th St	10000	10000	10000	10000
6	10000 N. 100th St	10000	10000	10000	10000
7	10000 N. 100th St	10000	10000	10000	10000
8	10000 N. 100th St	10000	10000	10000	10000
9	10000 N. 100th St	10000	10000	10000	10000
10	10000 N. 100th St	10000	10000	10000	10000
11	10000 N. 100th St	10000	10000	10000	10000
12	10000 N. 100th St	10000	10000	10000	10000
13	10000 N. 100th St	10000	10000	10000	10000
14	10000 N. 100th St	10000	10000	10000	10000
15	10000 N. 100th St	10000	10000	10000	10000
16	10000 N. 100th St	10000	10000	10000	10000
17	10000 N. 100th St	10000	10000	10000	10000
18	10000 N. 100th St	10000	10000	10000	10000
19	10000 N. 100th St	10000	10000	10000	10000
20	10000 N. 100th St	10000	10000	10000	10000
21	10000 N. 100th St	10000	10000	10000	10000
22	10000 N. 100th St	10000	10000	10000	10000
23	10000 N. 100th St	10000	10000	10000	10000
24	10000 N. 100th St	10000	10000	10000	10000
25	10000 N. 100th St	10000	10000	10000	10000
26	10000 N. 100th St	10000	10000	10000	10000
27	10000 N. 100th St	10000	10000	10000	10000
28	10000 N. 100th St	10000	10000	10000	10000
29	10000 N. 100th St	10000	10000	10000	10000
30	10000 N. 100th St	10000	10000	10000	10000
31	10000 N. 100th St	10000	10000	10000	10000
32	10000 N. 100th St	10000	10000	10000	10000
33	10000 N. 100th St	10000	10000	10000	10000
34	10000 N. 100th St	10000	10000	10000	10000
35	10000 N. 100th St	10000	10000	10000	10000
36	10000 N. 100th St	10000	10000	10000	10000
37	10000 N. 100th St	10000	10000	10000	10000
38	10000 N. 100th St	10000	10000	10000	10000
39	10000 N. 100th St	10000	10000	10000	10000
40	10000 N. 100th St	10000	10000	10000	10000
41	10000 N. 100th St	10000	10000	10000	10000
42	10000 N. 100th St	10000	10000	10000	10000
43	10000 N. 100th St	10000	10000	10000	10000
44	10000 N. 100th St	10000	10000	10000	10000
45	10000 N. 100th St	10000	10000	10000	10000
46	10000 N. 100th St	10000	10000	10000	10000
47	10000 N. 100th St	10000	10000	10000	10000
48	10000 N. 100th St	10000	10000	10000	10000
49	10000 N. 100th St	10000	10000	10000	10000</

EXHIBIT C
SCHEDULE OF REIMBURSABLE EXPENSES

The following schedule of reimbursable expenses shall apply during the entirety of calendar year 2024: A reimbursable report shall be submitted each month to the City.

	Reimbursable Service	Administrative Assistant Hours	Mechanic Hours	Part-Time Empl. Hours	Totals
1	Courtesy Service (Sec. 3.1.1)	6			6
2	Unicom radio (Sec. 3.1.2)	3			3
3	Issue NOTAMs (Sec. 3.1.3)				
4	Daily fuel records (Sec. 3.1.4)	2.5			2.5
5	Weekend & On-call (Sec. 3.1.5)		6	16	22
6	Secure Terminal (Sec. 3.1.6)	1.5			1.5
	Total Staff Time (hours per week)	13	6	16	35
	Applicable Hourly Wage	\$17.00	\$23.00	\$13.00	
	Employee Wages (per week)	\$221.00	\$138.00	\$208.00	\$567.00
	Company Overhead				115%
	Total Reimbursement (per week)				\$652.05

Total Reimbursable Expenses per week:	\$652.05
Weeks per year:	52
Total Reimbursable Expenses per year:	\$33,906.60
Months per year:	12
Total Reimbursable Expenses per month:	\$2,825.55

Beginning in the calendar year 2025 and for each subsequent calendar year during the initial term or any renewal term of this agreement, the applicable hourly wages from which the total reimbursable expenses are calculated shall increase by \$0.05 per year (i.e., in 2026 the applicable hourly wages will be \$17.05 for Administrative Assistant hours, \$23.05 for Mechanic hours, and \$13.05 for part-time employee hours; in 2027 the applicable hourly wages will be \$17.10 for Administrative Assistant hours, \$23.10 for Mechanic hours, and \$13.10 for part-time employee hours, etc.), and the schedule above shall otherwise remain unchanged.

EXHIBIT D
CERTIFICATES OF REQUIRED INSURANCE COVERAGES



City Council Action Request

Council Meeting Date:	December 18, 2023	Agenda Item Number:	9.J.
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:	Civic Center Arena Special Event by On-Sale Liquor License Holder Permits- Spurs Corporation		

RECOMMENDED ACTION:

Approve the Civic Center Arena Special Event by On-Sale Liquor License Holder Permits on a Roll Call Vote

OVERVIEW:

The Civic Center has rented space to the Glacial Ridge Curling Club who will hold a 1-day Battle of the Businesses on January 27, 2024, and a 2-day Novice Bonspiel on March 8 and 9, 2024, with plans to serve alcohol. A Civic Center Arena Special Event Permit is required to distribute or consume alcohol on the Civic Center grounds for these events. Spurs Corporation dba Spurs Grill & Bar has applied for these permits with on-site employee listed as Willie Gonzalez.

BUDGETARY/FISCAL ISSUES:

\$100.00 per application.

ALTERNATIVES TO CONSIDER:

Deny the serving of alcohol during the Glacial Ridge Curling Club events.

ATTACHMENTS:

None



City Council Action Request

Council Meeting Date:	December 18, 2023	Agenda Item Number:	9.K.
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:	Sunday Liquor License Renewals for 2024		

RECOMMENDED ACTION:

Approve the 2024 Sunday Liquor License Renewals Pending Police Department Approval on a Roll Call Vote

OVERVIEW:

The following establishments are requesting renewal of their current Sunday Liquor Licenses for 2024:

Sunday Liquor License

American Legion Post 167
Applebee's Neighborhood Grill & Bar
Eagle Creek Golf Club
El Tapatio Mexican Restaurant
Finstad-Week Post 1639
Foxhole Brewhouse
Green Mill Willmar
Grizzly's Grill N' Saloon
Intuition Brewing
Ruff's Wings & Sports Bar
Spurs Grill and Bar
Willmar Frat. Order of Eagles

BUDGETARY/FISCAL ISSUES:

\$200.00 application fee per establishment for a total of \$2,400.00 submitted to the City of Willmar.

ALTERNATIVES TO CONSIDER:

Deny the renewal applications as requested.

ATTACHMENTS:

None



City Council Action Request

Council Meeting Date:	December 18, 2023	Agenda Item Number:	9.L.
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:	Sale of THC Products License		

RECOMMENDED ACTION:

Approve the Sale of THC Products License Pending Police Department Approval, on a Roll Call Vote

OVERVIEW:

The following establishment is requesting approval of a Sale of THC Products License.

VFW 1639 dba Finstad-Week Post, located at 1108 E Hwy 12

BUDGETARY/FISCAL ISSUES:

\$2,000.00 application fee

ALTERNATIVES TO CONSIDER:

Deny the application as requested.

ATTACHMENTS:

None



City of Willmar

City Council Action Request

Council Meeting Date:	December 18, 2023	Agenda Item Number:	9.M.
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:	Sale of THC Products 2024 License Renewals		

RECOMMENDED ACTION:

Approve the Sale of THC Products License Renewals Pending the Police Department Approval, on a Roll Call Vote

OVERVIEW:

The following establishments are requesting renewal of their current Sale of THC Products Licenses for 2024.

RT Stores LLC dba Westside Market & Liquor, located at 3001 1st Avenue NW

D & D Smoke, located at 1605 1st Street South, Ste FS3

Lamar Inc. dba Sally Tobacco, located at 1415 1st Street S, Suite 1A

Lamar Inc. dba Sally Tobacco, located at 800 19th Avenue SE. Suite 103

Hemponix LLC, located at 1425 1st Street S

Supervalu Inc. dba Cub Foods #1607, located at 2201 1st Street S

Coborn's Incorporated dba Cash Wise Liquor #7032, located at 1300 SE 5th Street

Everest Liquors LLC dba Westside Liquor, located at 1600 Hwy 12 E

BUDGETARY/FISCAL ISSUES:

\$2,000.00 application fee per establishment for a total of \$16,000.00 submitted to the City of Willmar.

ALTERNATIVES TO CONSIDER:

Deny the renewal applications as requested.

ATTACHMENTS:

None



City Council Action Request

Council Meeting Date:	December 18, 2023	Agenda Item Number:	9.N.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	Yes	Prepared By:	Leslie Valiant, City Administrator
Ordinance:	No	Presented By:	Jim Felt, Police Chief
Item:	Wage increase consideration for Community Service Officers (CSO's)		

RECOMMENDED ACTION:

Consideration of pay increase for Community Service Offices.

OVERVIEW:

The community service officer program provides a valuable tool for future recruitment of police officers into the Willmar Police Department. Community service officers are typically college-age, law enforcement students looking to gain various experiences and possibly work for a police department that may want to hire them as an officer. Currently, the city's community service officer's starting wage is \$14.00 per hour and with a typical work week of 8 - 20 hours during the school year and 20-35 hours during the summer. Over the past three years, we have seen significant changes to minimum wages and to keep the Community Service Officers program as a future staffing source for the Willmar Police Department, staff's recommendation is that the starting wage for CSO jobs be \$17.00 per hour. The \$3.00 per hour increase to compete with typical college jobs, helps to attract and retain talent, reduce opportunity costs for students, provide a competitive advantage, address the rising cost of living, and stimulate economic activity with the local community.

BUDGETARY/FISCAL ISSUES:

The \$3.00 per hour increase was included in the 2024 Budget approved December 4, 2023.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

None



City Council Action Request

Council Meeting Date:	December 18, 2023	Agenda Item Number:	9.O.
Agenda Section:	Regular Business	Originating Department:	Police Department
Resolution:	No	Prepared By:	Kyle Box, City Operations Director
Ordinance:	No	Presented By:	Jim Felt, Police Chief
Item:	Consider Administrative Violations and License Revocation for High Cakes Recreational Dispensary		

RECOMMENDED ACTION:

1. Administrative Violation, \$1,000 civil fine, and a three-day suspension of the license
2. Revocation of High Cakes Recreational Dispensary THC License

OVERVIEW:

On 06/09/2023, a Willmar Sale of THC Products license application was received from Mohammed Haseeb to sell THC products at 1709 1st St S, Willmar, doing business as "Mr. Smoke." This license application was reviewed, approved, and issued on 06/26/2023.

At the beginning of October 2023, Willmar Police observed that a business opened at that location under the name of "High Cake Recreational Dispensary." Willmar City Staff determined that Mr. Haseeb was still the business owner, and when contacted, Haseeb stated that he opened under a different business name than the original license application. City staff was willing to work with Mr. Haseeb on changing the business name. On October 6, Willmar Police began to receive complaints about High Cake Recreational Dispensary selling products that were not in compliance with the Willmar THC ordinance or MN law.

Officers conducted compliance checks on the listed dates and attempted to educate the owner (Haseeb) and retail employees about products that were not legal to sell in MN or over the authorized THC limits. As of the last compliance check on 11/29/2023, the business continues to sell products that do not comply with the Willmar City Ordinance nor MN law, including items over the THC limit and leaf/bud marijuana.

10/12/2023	Compliance check #1	Case #23012828	Fail
10/13/2023	Compliance check #2	Case #23012863	Fail
10/18/2023	Compliance check #3	Case #23013102	Fail
10/25/2023	Compliance check #4	Case #23013391	Fail
10/26/2023	Compliance check #5	Case #23013432	Fail
11/15/2023	Compliance check #6	Case #23014342	Fail
*11/29/2023	Compliance check #7	Case #23014895	Fail

*Done in conjunction with the MN Department of Health Investigator

Due to the continued violations and non-compliance, even after extended attempts at education, staff are recommending the Willmar City Council consider an Administrative Violation – Civil / Licensee under Article 8-311 (b)(1). If upheld, this violation holds a \$1,000 civil fine and a three-day license suspension. Due to the continued violations, we would also recommend revocation of the THC license to High Cake Dispensary under Article IX.

BUDGETARY/FISCAL ISSUES:

NA

ALTERNATIVES TO CONSIDER:

None Recommended

ATTACHMENTS:

None



City Council Action Request

Council Meeting Date:	December 18, 2023	Agenda Item Number:	9.P.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	Yes	Prepared By:	Leslie Valiant, City Administrator
Ordinance:	No	Presented By:	Leslie Valiant, City Administrator
Item:	Kandiyohi County and City of Willmar Economic Development Commission Name Change		

RECOMMENDED ACTION:

Approve resolution and direct staff to send a letter to the Kandiyohi County and City of Willmar Economic Development Commission Joint Powers Board recommending that the EDC Joint Powers Board reconsider the new branding name "Kandiyohi County Economic Development" be changed to "Kandiyohi Willmar Economic Development".

OVERVIEW:

2003 Minnesota Law, Chapter 121, Article 12, Section 28 provides for a joint powers entity created by Kandiyohi County and the City of Willmar for the purposes of forming an Economic Development Authority with the powers set forth in Minnesota Statutes 469.090 to 469.107.

Willmar City Council understands that the EDC staff desires to shorten the name for marketing purposes, but the elimination of "Willmar" does not reflect the true purpose of the entity. Because marketing will be the only information provided to the public locally and nationwide, the true purpose of the joint powers will be diminished over time due to changes within staff and elected officials and the City of Willmar will no longer have the recognition of being a part of the vibrant economic growth of the County or the city of Willmar. Willmar staff did meet with EDC staff to discuss the rebranding and strongly advised that the rebranding name should include "Willmar".

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. City of Willmar EDC Resolution
2. Kandiyohi County - Joint Powers Agreement
3. EDC Policies Procedures Manual

**CITY OF WILLMAR
RESOLUTION NO.**

**A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLMAR, MINNESOTA
AUTHORIZING THE RENEGOTIATION AND/OR REEVALUATION OF THE CHANGE IN TITLE TO THE
JOINT KANDIYOHI COUNTY AND CITY OF WILLMAR ECONOMIC DEVELOPMENT COMMISSION**

Motion By:_____ Second By:_____

WHEREAS, the City of Willmar City Council (the “City Council”) and the Kandiyohi County Board of Commissioners (the “County Board”) previously entered into a Joint Powers Agreement, dated July 1, 2003 (the “JPA”), thereby creating the Kandiyohi County and City of Willmar Economic Development Commission (the “EDC”); and

WHEREAS, the City Council highly values the ongoing, long-term, positive working relationship the City of Willmar (the “City”) has had with the County Board through the JPA to encourage, attract, promote, and develop economically sound industry and commerce in our community for the past twenty years; and

WHEREAS, the City Council believes that the JPA has provided a mutually beneficial and successful partnership over the past twenty years, facilitating opportunities for economic growth within the County and the City; and

WHEREAS, the official legal name of the EDC will remain the “Kandiyohi County and City of Willmar Economic Development Commission” pursuant to the JPA, unless and until the parties to the JPA each approve an amendment to the JPA to establish a new name for the joint powers entity; and

WHEREAS, the EDC recently approved a rebranding initiative pursuant to which “Kandiyohi County and City of Willmar Economic Development Commission” would operate and conduct business under the shortened title of “Kandiyohi County Economic Development;” and

WHEREAS, the EDC’s undeniable success in contributing to economic development in the City of Willmar and throughout Kandiyohi County has depended on the mutual trust and respect between the City and County and their respective elected officials and dedicated staff and their shared vision for the future of the City and County; and

WHEREAS, the City Council is concerned that while no rebranding initiative can change the legal name or structure of the entity formed by the JPA, the EDC’s rebranding initiative will erase the City from the public’s perception of the EDC’s structure and purpose and could signal a change in focus from the EDC’s historic and successful coequal partnership between its constituent members’ jurisdictions in a way that would be detrimental to the City; and

WHEREAS, the City Council desires to continue building upon this ongoing, positive intergovernmental relationship with the County through the EDC, and respectfully requests that the EDC reconsider its rebranding initiative as detailed below and instead.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, hereby approves, authorizes, and directs as follows:

1. That it hereby respectfully requests that the EDC reconsider the recently approved rebranding initiative and instead either a) rebrand as “Kandiyohi Willmar Economic Development” or a different mutually acceptable and representative name that more accurately represents the longstanding equal partnership between the City and the County, or, b) continue operating the EDC under its official title as the “Kandiyohi County and City of Willmar Economic Development Commission”.
2. The City hereby authorizes and directs the City Administrator to sign and send a letter on the City

Council's behalf communicating the request made in Paragraph 1 above to the EDC and County Board, and to meet and negotiate with EDC and County representatives regarding the same.

3. The City Council affirms its commitment to its partnership on an equal basis with the Kandiyohi County Board through the EDC for the joint purpose of fostering economic development in the City of Willmar and throughout Kandiyohi County.

PASSED by the City Council of the City of Willmar on this 18th day of December, 2023.

ATTEST

City Clerk

Mayor

**JOINT POWERS AGREEMENT
KANDIYOHI COUNTY AND CITY OF WILLMAR
ECONOMIC DEVELOPMENT COMMISSION**

This Agreement made and entered into this 1st day of July, 2003, by and between the County of Kandiyohi, hereinafter referred to as the "County," and the City of Willmar, hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, the Kandiyohi County Board of Commissioners and Willmar City Council have determined that it is in the best interests of the County and City to establish a Joint Powers Agreement under M.S. 471.59 to encourage, attract, promote, and develop economically sound industry and commerce within the County and City; and

WHEREAS, 2003 Minnesota Laws, Chapter 121, Article 12, Section 28 provide for a joint powers entity created by Kandiyohi County and the City of Willmar for purposes of forming an Economic Development Authority with the powers set forth in Minnesota Statutes 469.090 to 469.107;

NOW, THEREFORE, the parties jointly agree as follows:

1. The undersigned local units of government hereby join together for the purposes of coordinating service delivery and providing a funding source for economic development in and among the County and City through the KANDIYOHI COUNTY AND CITY OF WILLMAR ECONOMIC DEVELOPMENT COMMISSION.
2. It is intended and anticipated that funding for activities and programs administered under this Joint Powers Agreement shall come primarily from tax levies approved by the County Board of Commissioners and City Council and from grant monies.
3. The Economic Development Commission shall consist of six members. Each member shall be appointed to serve for three years or until a successor is appointed and qualified. Each governing body shall appoint three elected representatives to serve on the Commission.
4. Any vacancy must be filled for the unexpired term in the manner in which the original appointment was made. A vacancy shall occur when a member is no longer an elected member of the County Board of Commissioners or the City Council.
5. Each Economic Development Commission member shall have one vote. A quorum shall consist of four Commission members. Motions shall require an affirmative vote of four Commission members to pass.
6. Officers of the Economic Development Commission shall be a Chair and Vice-Chair, to be selected at its first meeting, whose terms shall run through December 31 of the year following their initial election. Terms thereafter shall be for one year. At the last meeting prior to completion of an officer's term, his or her successor shall be elected. This provision shall not prohibit an officer's reelection.

7. The Economic Development Commission shall prepare an annual budget drawn up by and presented to each member unit of government for approval no later than October 15th of each year.
8. The Economic Development Commission is authorized and empowered to expend funds for the purpose of establishing, funding, coordinating, administering, and operating an economic development program.
9. The Economic Development Commission may enter into contracts or otherwise provide for the establishment, funding, coordination, administration, and operation of economic development programs. The Commission has no authority to bind any individual unit of government to the expenditure of funds.
10. The Economic Development Commission may acquire and hold, lease, and convey personal property necessary for the administration, operation, and coordination of an economic development program. At such time as the Economic Development Commission is dissolved, any assets remaining after all debts are paid shall be divided equally between the City and County.
11. The Economic Development Commission may adopt such operating procedures as are necessary for its effective operation, and shall have bylaws to govern the operation of the Commission, which shall initially be adopted by a majority vote of all voting members. Thereafter, the bylaws and operating procedures may be amended at a regular meeting or a special meeting called on at least five days notice.
12. The Economic Development Commission shall hereby establish an Economic Development Operations Board consisting of seven members appointed by and serving at the pleasure of the Commission. Membership of the Operations Board shall include representation from communities throughout the County, education providers, business, and consumer groups. The terms of Operations Board members shall be for three (3) years, it being provided, however, that in the first year of appointment a sufficient number of members shall be appointed to one- and two-year terms to assure that not more than five (5) members' terms would expire in any given year. The members of the Operations Board shall be limited to three full three-year terms.
13. The Economic Development Commission shall secure the services of an Executive Director who shall administer the affairs of the Commission. The Commission may employ other such staff, technicians, and experts as may be deemed proper, and may incur such other expenses as may be necessary and proper for the conduct of its business.
14. The Economic Development Commission may perform such other duties as may be lawfully assigned to it by the County or City.
15. This Agreement shall become effective upon execution by both parties hereto, and shall continue in force until either party terminates upon ninety day written notice.

16. The joint powers entity created hereby is a political subdivision of the State and a special taxing district as defined by Minnesota Statutes, section 275.066, clause (24), with the power to adopt and certify a property tax levy to the county auditor. The maximum allowable levy limit for this special taxing district is the same levy limit as provided under Minnesota Statutes, section 469.107, subdivision 1, and, to the extent levied, shall replace the levy authorized under subdivision 1 for Kandiyohi County and the City of Willmar. It is therefore not subject to levy limitations as set forth in M.S. 275.50 to 275.56.
17. The Commission may employ such staff, technicians, and experts as may be deemed proper, and may incur such other expenses as may be necessary and proper for the conduct of its affairs. Members of the Commission may receive reimbursement for necessary travel, per diem, and other expenses while on official business of the Commission if funds are available for this purpose.
18. The Commission shall have all the powers relating to an Economic Development Commission granted under Minnesota Statutes, Sections 469.090 to 469.107, including, but not limited to, the following:
 - A. The Commission may create and define the boundaries of economic development districts at any place or places within the County or City. Minnesota Statutes Section 469.174, Subdivision 10, and the contiguity requirement specified under Minnesota Statutes Section 469.101, Subdivision 1, do not apply to limit the areas that may be designated as county or city economic development districts.
 - B. The Commission may contract for services of consultants, agents, public accountants, and other persons needed to perform its duties and exercise its powers.
 - C. The Commission may issue revenue bonds or tax increment bonds and pledge as security such revenues as may be generated by projects undertaken by the Commission.
 - D. The Commission may purchase the supplies and materials it needs to carry out its duties.
 - E. The Commission may be a limited partner in a partnership whose purpose is consistent with the Commission's purpose.
 - F. The Commission may cooperate with or act as agent for the Federal or State government or a State public body, or an agency or instrumentality of a government or other public body to carry out the powers granted it by Minnesota Laws 2003 or any other related Federal, State or local law pertaining to economic development district improvements.
 - G. The Commission may study and analyze economic development needs in the County and City and ways to meet those needs.
 - H. The Commission may join an official, industrial, commercial or trade association, or other organization concerned with such purposes, hold receptions of officials who may contribute to advancing the County and City and their economic development, and carry out other appropriate public relations activities to promote the County and City and their economic development.

- I. The Commission may, as provided by law on economic development districts, develop and improve the lands in an economic development district to make them suitable and available for economic development uses and purposes. With respect to an economic development district, the Commission may use all of the powers given an economic development commission by law.
 - J. The Commission may perform such other duties which may be lawfully assigned to it by the City and County.
19. If any section, subdivision, or provision of this Agreement shall be held invalid or unenforceable for any reason, the invalidity or unenforceability of such section, subdivision, or provision shall not invalidate or render unenforceable any of the remaining provisions.

IN WITNESS WHEREOF, this Agreement is signed by the respective units of government on the day and year first above written.

KANDIYOHKI COUNTY BOARD OF COMMISSIONERS

By: Richard B. Larson
Richard Larson, Chairman

Attest: Sam Modderman
Sam Modderman, Auditor

CITY OF WILLMAR

By: Lester J. Heitke
Lester Heitke, Mayor

Attest: Michael Schmit
Michael Schmit, Administrator



KANDIYOHI COUNTY AND CITY OF WILLMAR
ECONOMIC DEVELOPMENT COMMISSION

POLICIES AND PROCEDURES MANUAL

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I.

GENERAL INFORMATION

A. **INTENT.** The Kandiyohi County and City of Willmar Economic Development Commission, acting through its joint powers board of commissioners (EDC) and its joint operations board of directors (EDCOB), recognizes the need for written policies and procedures that will assure continuity of function, both internal and external, and will serve to:

Give direction to officers, board members, committees and staff in carrying out the mission of the organization.

Policies shall be a declaration of intent and an adoption of a course of action by the EDC/EDCOB and the institution of policy shall be a function of the boards of directors. Directors, committees and staff personnel shall implement and execute the requirements of policy.

Adopted by EDCOB Board 1/15/04

Ratified by EDC Board 1/22/04

B. **MISSION STATEMENT.** To be a catalyst, facilitating opportunities for economic growth of Kandiyohi County by providing consulting, networking, leadership and financial assistance to new and existing businesses.

Adopted by EDCOB Board 1/15/04

Ratified by EDC Board 1/22/04

C. **GOALS.**

1. **Long Term.**

- a. Provide leadership for an effective volunteer network that will act as both liaison and enabler developer between industry and communities within the county.
- b. Develop an effective and varied method of marketing the county and communities within.
- c. Develop a means to retain existing industry, including an industry call program.
- d. Develop a means to assist existing industry to expand and new industry start up.
- e. Develop target markets and contact industry outside of the county.
- f. Set up long-term economic plan.
- g. Facilitate educational opportunities in economic development for board members, volunteers, local community leaders and local industries.

- h. Promote and administer the Revolving Loan Fund, the Industrial Initiatives Loan fund, the Entrepreneurs' Revolving Loan Fund and other finance vehicles.

Adopted by EDCOB Board 1/15/04

Ratified by EDC Board 1/22/04

- 2. Annual. Annual goals shall be established at a planning session each calendar year. (see Appendix C)

Adopted by EDCOB Board 1/15/04

Ratified by EDC Board 1/22/04

II.

BOARD OF COMMISSIONERS

A. **EDC BOARD MEMBER TERMS AND APPOINTMENTS.** The EDC board of commissioners shall consist of six members. Each member shall be appointed to serve for three years or until a successor is appointed and qualified. Kandiyohi County and the City of Willmar shall each appoint three elected representatives to serve on the EDC. Any vacancy must be filled for the unexpired term in the manner in which the original appointment was made. A vacancy shall occur when a member is no longer an elected member of the County Board of Commissioners or the Willmar City Council. **In the case of a conflict, the Joint Powers Agreement governs. (see Appendix B)**

Adopted by EDCOB Board 1/15/04

Ratified by EDC Board 1/22/04

B. **EDCOB BOARD MEMBER TERMS AND APPOINTMENTS.** The EDCOB board of directors shall consist of seven. The EDCOB directors shall be appointed by the EDC directors and shall include representation from communities throughout the county, education providers, business and consumer groups. The terms of the EDCOB board shall be for three years, it being provided however, that in the first year of appointment a sufficient number of members shall be appointed to one- and two-year terms to assure that no more than five members' terms expire in any given year. The EDCOB board members shall be limited to three full three-year terms. **In the case of a conflict, the Joint Powers Agreement governs. (see Appendix B)**

Adopted by EDCOB Board 1/15/04

Ratified by EDC Board 1/22/04

C. **REMOVAL.** Board members may be removed by the appointing board(s) for inefficiency or neglect of duty, or misconduct in office, a board member may be removed by the governing body of the municipality. The board member must be given a copy of the charges at least 10 days prior to a hearing at which the board member has the opportunity to be heard in person or by counsel. When charges in writing have been preferred against a board member, pending final action thereon the governing body may temporarily suspend the board member. If it is found that those charges have not been substantiated, the board member shall immediately be reinstated to the board. When any board member is removed, a record of the proceedings, together with the charges and findings thereon, shall be filed.

Adopted by EDCOB Board 1/15/04

Ratified by EDC Board 1/22/04

D. **LIABILITY.** Board members shall have no personal liability for corporate obligations of the EDC/EDCOB or the methods of enforcement and collection thereof. **In the case of a conflict, the Bylaws govern. (see Appendix D)**

Adopted by EDCOB Board 1/15/04

Ratified by EDC Board 1/22/04

III.

COMMITTEES

A. **STANDING COMMITTEES.** The following standing committees are set forth by the EDCOB board of directors and reviewed annually:

- Business Retention and Expansion/Recruitment
- Finance
- Marketing and Public Relations
- Tourism
- Willmar Regional Treatment Center Reutilization

Each standing committee shall include an EDCOB board member, who shall report to the EDCOB board of directors. A chairperson shall be appointed annually.

Adopted by EDCOB Board 1/15/04
Ratified by EDC Board 1/22/04

B. **SUBCOMMITTEES AND SPECIAL COMMITTEES.** Subcommittees and special committees may be determined by the boards of directors as they deem fit. Each subcommittee and special committee shall be composed of a chairperson and members who shall report to the EDC/EDCOB boards of directors.

Adopted by EDCOB Board 1/15/04
Ratified by EDC Board 1/22/04

C. **MEMBER TERMS AND APPOINTMENTS.** Committee members shall be appointed by the EDCOB board of directors to serve for a term of one year or for as long as they agree to serve. The appointment of committee members shall be made to reflect representation of the entire county by population.

Adopted by EDCOB Board 1/15/04
Ratified by EDC Board 1/22/04

D. **REGULAR MEETINGS.** Committee chairpersons shall call regular meetings of the committees at least quarterly or more often as needed. Written notice stating the place, day and hour of the meeting shall be mailed to the members at their last known address.

Adopted by EDCOB Board 1/15/04
Ratified by EDC Board 1/22/04

E. **ANNUAL MEETINGS.** Committee chairpersons shall call annual meetings within a reasonable time following January 1 of each year. At this meeting, committees shall set their goals and plan for the calendar year.

Adopted by EDCOB Board 1/15/04
Ratified by EDC Board 1/22/04

F. **QUORUM.** At all committee meetings a majority of the members shall be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the members present at any meeting in which there is a quorum shall be the act of the committee.

Adopted by EDCOB Board 1/15/04
Ratified by EDC Board 1/22/04

G. **REMOVAL.** Committee members may be removed by the appointing board(s) for inefficiency, neglect of duty or misconduct. Members who are absent three meetings in a row may be eliminated from the committee by EDCOB board action.

Adopted by EDCOB Board 1/15/04

Ratified by EDC Board 1/22/04

H. **COMPENSATION.** Committee members shall receive no compensation for serving on a committee.

Adopted by EDCOB Board 1/15/04

Ratified by EDC Board 1/22/04

I. **BUDGET PREPARATION.** An annual budget for each committee shall be prepared by the chairperson and Executive Director upon the request of the President or no later than September 1 of each year and submitted to the President for EDCOB board approval.

Adopted by EDCOB Board 1/15/04

Ratified by EDC Board 1/22/04

IV.

PERSONNEL

A. **EXECUTIVE DIRECTOR.** The EDC shall secure the services of an Executive Director, who shall administer the affairs of the EDC. An Employment Agreement shall be issued for the Executive Director on a yearly calendar basis. Components of the Agreement will be as follows:

1. **Salary.** An annual salary payable semi-monthly.
Adopted by EDCOB Board 1/15/04
Ratified by EDC Board 1/22/04
2. **Fringe Benefits.** Single coverage under Kandiyohi County's health insurance program with the option to add family coverage at the employee's expense and contribution to and enrollment in a public employee retirement association (PERA). (see the Personnel Manual)
Adopted by EDCOB Board 1/15/04
Ratified by EDC Board 1/22/04
3. **Travel Reimbursement.**
 - a. An established sum per month for travel within Kandiyohi County for use of personal vehicle. This amount will be declared as income on the W-2 Form.
Adopted by EDCOB Board 1/15/04
Ratified by EDC Board 1/22/04
 - b. An established sum per year meeting and travel expense allowance. The allowance will be used to reimburse the employee for actual expenses incurred on behalf of and while on EDC/EDCOB business. Reimbursement will be on the fifteenth of each month, based on the current IRS code per mile for travel outside Kandiyohi County and upon presentation of receipts on a monthly expense form.
Adopted by EDCOB Board 1/15/04
Ratified by EDC Board 1/22/04
4. **Vacation.** Provide annual vacation of three weeks. In event of termination, vacation pay will be earned at a rate of 10 hours per month employed to a total of 120 hours, non-cumulative and non-reimbursable.
Adopted by EDCOB Board 1/15/04
Ratified by EDC Board 1/22/04

5. **Sick Pay.** Provide sick pay earned at a rate of one-half day per month, maximum of 240 hours cumulative and reimbursable.

Adopted by EDCOB Board 1/15/04
Ratified by EDC Board 1/22/04

6. **Holidays.** The following days shall be paid holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day. Holidays falling on Saturday shall be celebrated on Friday and holidays falling on Sunday shall be celebrated on Monday. Five unpaid personal days shall be allowed at any time during the year.

Adopted by EDCOB Board 1/15/04
Ratified by EDC Board 1/22/04

7. **Termination.**

- a. Notwithstanding any other provisions of this agreement or any other contract or understanding between the parties, either party may terminate this agreement and any obligation by giving 30 days written notice to either party.

Adopted by EDCOB Board 1/15/04
Ratified by EDC Board 1/22/04

- b. The EDC/EDCOB may terminate this agreement and any obligation hereunder on an immediate basis for good cause; provided, however, that the Executive Director shall be entitled to a prompt hearing before the EDC board of directors to determine whether "good cause" exists.

Adopted by EDCOB Board 1/15/04
Ratified by EDC Board 1/22/04

8. **Activity Reports.** The Executive Director will prepare day-by-day, weekly activity reports and provide the reports in a timely manner to the EDCOB board of directors.

Adopted by EDCOB Board 1/15/04
Ratified by EDC Board 1/22/04

9. **Annual Performance Appraisal.** An annual performance appraisal of the Executive Director will be completed prior to the date the next year's final operational budget is submitted to the EDC for approval. The EDCOB President and Vice President are responsible for facilitating the performance appraisal.

Adopted by EDCOB Board 1/15/04
Ratified by EDC Board 1/22/04

V.

OTHER POLICIES

A. **ANNUAL LEVY.** The EDC board of directors will submit a proposed levy amount to the Kandiyohi County Auditor/Treasurer by September 15 of each year.

Adopted by EDCOB Board 1/15/04

Ratified by EDC Board 1/22/04

B. **BUDGET PREPARATION.** An annual budget shall be prepared by the Executive Director with assistance from the President and the Treasurer using the following time lines:

1. Submit single preliminary levy amount to the EDC board of directors no later than September 1.
2. Final budget approved by EDCOB board of directors at its October board meeting.
3. Present final budget to the EDC board of directors after it is approved by the EDCOB board of directors, but no later than the EDC's November board meeting.

Adopted by EDCOB Board 1/15/04

Ratified by EDC Board 1/22/04

C. **APPROVAL OF BUDGETED EXPENDITURES.** Budgeted expenditures that do not exceed \$500 individually and \$750 accumulative in one month may be paid without prior approval of the board, but a list of these bills paid will be presented to the board at each meeting.

Adopted by EDCOB Board 1/15/04

Ratified by EDC Board 1/22/04

D. **REPORTS TO EDC.** Oral and/or written reports on EDCOB activities shall be presented to the EDC board at least monthly.

Adopted by EDCOB Board 1/15/04

Ratified by EDC Board 1/22/04

E. **JOB DESCRIPTIONS.** A current job description shall be on file for every staff member. Job descriptions shall be reviewed annually.

Adopted by EDCOB Board 1/15/04

Ratified by EDC Board 1/22/04

F. **EQUAL EMPLOYMENT OPPORTUNITY.** It is the EDC/EDCOB's policy to provide employment opportunities without regard for a person's race, color, religion, sex, national origin, creed, disability, age, marital status, membership or activity in a local commission, sexual orientation or status with regard to public assistance.

Adopted by EDCOB Board 1/15/04

Ratified by EDC Board 1/22/04

G. HARASSMENT.

1. **Policy.** It is the EDC/EDCOB's policy that all employees have a right to work in an environment free from harassment—whether that harassment is based on sex, age, race, national origin, religion, sexual orientation, marital status, disability or membership in other protected groups. The policy prohibits harassment of its employees in any form—by supervisors, coworkers, suppliers or customers.

Sexual harassment particularly is a violation of Title VII of the Civil Rights Act of 1964. It is against our policy for any employee to sexually harass another employee by:

- a. Making unwelcome sexual advances or requests for sexual favors or other verbal or physical conduct of a sexual nature a condition of the employee's employment;
- b. Making submission to or rejection of such conduct the basis for employment decisions affecting the employee; or
- c. Creating an intimidating, hostile or offensive working environment by such conduct.

Adopted by EDCOB Board 1/15/04
Ratified by EDC Board 1/22/04

2. Sexual harassment refers to behavior which is not welcome, which is personally offensive, which fails to respect the rights of others and which interferes with an employee's work performance. Sexual harassment may take many forms including, but not limited to, the following:

- a. *Verbal:* sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions and threats.
- b. *Non-verbal:* sexual suggestive objects or pictures, graphic commentaries, suggestive or insulting sounds, leering, whistling or obscene gestures; or
- c. *Physical:* unwanted physical contact, including touching, pinching, brushing against the body, coerced sexual contact and assault.

Other harassing conduct in the workplace, whether physical or verbal, committed by supervisors or others is also prohibited. This includes slurs, jokes or degrading comments concerning sex, age, race, national origin, religion, sexual orientation, marital status, disability or membership in other protected groups; repeated offensive sexual flirtation, advances or propositions; continual or repeated abuse of a sexual nature; graphic verbal comments about an individual's body; and a display in the workplace of sexually suggestive object or pictures.

Adopted by EDCOB Board 1/15/04
Ratified by EDC Board 1/22/04

3. **Complaint Procedure.** Employees who believe they have been the subject of harassment should report the matter immediately to the president of the EDCOB board of directors or any member of the EDCOB or EDC board of directors. All complaints will be handled in a timely and confidential manner. Information regarding the complaint will not be released to third parties or persons within the EDC/EDCOB who are not involved with the investigation. This is to protect the confidentiality of the employee who complains, to encourage the reporting of incidents of harassment, and to protect the reputation of any employee wrongfully charged with harassment. An investigation of the complaint will normally include an interview of the persons involved and any named or apparent witnesses. The employees involved in the investigation process are expected to fully cooperate or be subject to disciplinary action. Employees or other persons participating in the investigation will be free of coercion or retaliation. If the investigation reveals harassment, prompt and appropriate disciplinary action designed to stop the harassment and prevent its recurrence will be taken.

Whether a particular action or incident is a purely personal, social relationship without a discriminatory employment effect requires a factual determination based on all the facts. We also recognize that false accusations of harassment can have serious effects on innocent individuals. We trust that all EDC/EDCOB employees will act responsibly to establish and maintain a working environment free of discrimination for all. We encourage employees to raise questions they may have regarding this policy to the board of directors.

Adopted by EDCOB Board 1/15/04

Ratified by EDC Board 1/22/04

H. **GRIEVANCES.** It shall be the policy of the boards, insofar as possible, to prevent the occurrence of grievances and to deal promptly with those which occur. When any employee has a grievance, it should be brought to the attention of the Executive Director, who will review all relevant circumstances with the employee, consider and examine the causes of the grievance, and attempt to resolve it. If the grievance is not dealt with satisfactorily at that level, the grievance may be carried to the board. All grievances shall be submitted in writing.

Adopted by EDCOB Board 1/15/04

Ratified by EDC Board 1/22/04

I. **DISCIPLINE.** An employee shall be subject to corrective disciplinary action for inadequate performance, as well as abuse or disregard of board rules and policies. Corrective disciplinary action may include an oral warning, a written warning which shall be placed in the employee's personnel file, suspension, demotion and dismissal. In most cases a written warning shall precede dismissal to correct inappropriate behavior; however, each case will be based on its own merits by the board.

When the violation calls for suspension and/or dismissal, such action will be taken only for just cause excluding a probationary dismissal. The established grievance procedure is available to those employees who feel that they have been unjustly disciplined.

Adopted by EDCOB Board 1/15/04

Ratified by EDC Board 1/22/04

J. **CONFLICTS OF INTEREST.** Board members and employees shall avoid real or apparent organizational conflicts of interest. No board member or employee shall be an officer, employee, director, shareholder or member of any corporation, firm or association with which the EDC has entered into any operating or lease agreement. This section shall not apply to the deposit of funds of the agency in any bank in which a board member or employee shall have an interest, if the funds are deposited and protected in accordance with M.S.A. § 118A. (see Appendices G and H).

In instances other than those covered by the above paragraph, where a board member or employee has a real or apparent conflict of interest, that board member or employee shall declare the conflict of interest for the record and shall abstain from any vote or discussion of the matter.

Adopted by EDCOB Board 1/15/04

Ratified by EDC Board 1/22/04

K. **CONFIDENTIALITY.** Confidentiality is essential to economic development work. Verbal and/or written information received by board members and employees concerning individuals and/or businesses working with the EDC must be kept confidential unless authorization is obtained from the businesses or individuals to release information for public dissemination.

Adopted by EDCOB Board 1/15/04

Ratified by EDC Board 1/22/04

L. **POLICY ADOPTION, AMENDMENT OR REPEAL.** Policies may be adopted, amended or repealed by the EDCOB board of directors at any regular meeting. The date a policy is adopted, amended or repealed shall be included for each policy.

Adopted by EDCOB Board 1/15/04

Ratified by EDC Board 1/22/04

VI.

PROGRAMS

A. **TOURISM FUNDING POLICY AND GUIDELINES.** Tourism funding requests shall be processed by the Tourism Committee and the EDCOB board of directors in accordance with the following guidelines adopted by the EDCOB board of directors:

Adopted by EDCOB Board 1/15/04

Ratified by EDC Board 1/22/04

TOURISM FUNDING GUIDELINES

1. Dollars contributed from the EDCOB tourism budget must be matched dollar-for-dollar by funds from the requesting organization making the application. These funds may be raised through other sponsors, etc. A majority vote of the Tourism Committee supporting issuances of resources is necessary prior to submitting the proposal to the EDCOB Board of Directors for action.
2. Full financial support may be offered and must be matched the first time the organization applies (based on dollars, requests and budget limitations). The second time an organization applies for the same event, half of the original financial support may be offered and must be matched.
3. Organizations may apply two times per event in a five-year period, except in the case of an emergency, which will be determined by the EDCOB Board of Directors.
4. All organizations and events must be in Kandiyohi County.
5. All events must attract tourists from outside the county to qualify. All approved advertising projects must prominently display the EDCOB county tourism logo. A proposed advertising draft for print media and radio copy must be submitted and approved by the Tourism Committee prior to production.
6. All applicants must submit a completed application form to the Tourism Committee.
7. All requests must be made in a timely fashion to allow two months for the Tourism Committee's and the EDCOB Board of Directors' decisions.
8. All applications are subject to approval by the Tourism Committee and the EDCOB Board of Directors.
9. A post-event report/evaluation must be provided with a tracking process to determine if the guidelines were followed.

Adopted by EDCOB Board 1/15/04
Ratified by EDC Board 1/22/04

KANDIYOHI COUNTY TOURISM FUNDING APPLICATION:

Name of event/organization _____

Sponsor, if different from above _____

Location of event _____

Date of event _____ Length of event _____

Chairperson/contact person _____

Address _____

Phone _____ Fax _____ E-Mail _____

Please describe your event:

How does your event draw in people from outside Kandiyohi County?

If your event is given "seed money," can it be profitable in future years?
Please explain:

Amount of Request \$ _____ Will the funds be matched? Yes or No (circle one)

For what purpose will the money be used?

Provide a copy of your budget.

Return this form to: Executive Director
Kandiyohi County and City of Willmar Economic Development Commission
P.O. Box 1783
Willmar, MN 56201

Adopted by EDCOB Board 1/15/04
Ratified by EDC Board 1/22/04

B. **INDUSTRIAL INITIATIVES LOAN PROGRAM OPERATION.**

1. **Operation.** The Industrial Initiatives Loan Program should be operated in accordance with the Manual adopted March 10, 1998 and amended December 14, 1999, May 14, 2001 and June 11, 2001. (see Appendix E)

Adopted by EDCOB Board 1/15/04

Ratified by EDC Board 1/22/04

2. **Transfer From Willmar Opportunities, Inc.** The Kandiyohi County Economic Development Partnership, Inc. (KCEDP), at its January 9, 1990 meeting, officially accepted the transfer of the Industrial Initiatives I and II programs as of January 1, 1990.

Adopted by EDCOB Board 1/15/04

Ratified by EDC Board 1/22/04

D. **ENTREPRENEURS' REVOLVING LOAN FUND OPERATION.**

1. **Operation.** The Entrepreneurs' Revolving Loan Fund should be operated in accordance with the Manual adopted May 13, 1997 and amended June 10, 1977, August 12, 1997, November 10, 1998, May 11, 1999, September 14, 1999, May 8, 2000 and January 14, 2002. (see Appendix F)

Adopted by EDCOB Board 1/15/04

Ratified by EDC Board 1/22/04

SOURCES OF INFORMATION USED FOR DEVELOPMENT OF POLICIES AND PROCEDURES MANUAL

INTENT

Kandiyohi County Rural Development Finance Authority and Kandiyohi County Economic Development Partnership, Inc.'s Policies and Procedures Manual, which was originally in part from the *Willmar Area Chamber of Commerce Policy Manual* (04/04/91)

MISSION STATEMENT

Developed and reviewed annually at the EDCOB board's planning session

GOALS

Long Term—Included as part of the Proposal for the Establishment of the Kandiyohi County Economic Development Partnership, Inc. on July 7, 1988

Annual—Developed and reviewed annually at the EDCOB board's planning session

BOARD OF DIRECTORS

EDC Board Member Terms and Appointments—Joint Powers Agreement, Kandiyohi County and City of Willmar Economic Development Commission

EDCOB Board Member Terms and Appointments—Joint Powers Agreement, Kandiyohi County and City of Willmar Economic Development Commission

EXECUTIVE DIRECTOR

Salary—Executive Director's Employment Agreement

Fringe Benefits—Executive Director's Employment Agreement

Travel Reimbursement—Executive Director's Employment Agreement

Vacation—Executive Director's Employment Agreement

Sick Pay—Executive Director's Employment Agreement

Holidays—Executive Director's Employment Agreement

Termination—Executive Director's Employment Agreement

Activity Reports—EDCOB board action

Annual Performance Appraisal—Developed

BUDGET PREPARATION—Joint Powers Agreement, Kandiyohi County and City of Willmar Economic Development Commission and developed

APPROVAL OF BUDGETED EXPENDITURES

Kandiyohi County Economic Development Partnership, Inc. Minutes of March 28, 1989 meeting

REPORTS TO EDC BOARD—Developed

JOB DESCRIPTIONS—Developed

EQUAL EMPLOYMENT OPPORTUNITY

Kandiyohi County Rural Development Finance Authority and Kandiyohi County Economic Development Partnership, Inc.'s Policies and Procedures Manual, which was originally in part from Hutchinson – Willmar Regional Technical College Policy

HARASSMENT

Kandiyohi County Rural Development Finance Authority and Kandiyohi County Economic Development Partnership, Inc.'s Policies and Procedures Manual, which was originally from West Central Administrative Services, Inc., Willmar, Minnesota (3/98)

GRIEVANCES

Kandiyohi County Rural Development Finance Authority and Kandiyohi County Economic Development Partnership, Inc.'s Policies and Procedures Manual, which was originally in part from the *Kandiyohi County Employee Handbook* (4/15/92)

DISCIPLINE

Kandiyohi County Rural Development Finance Authority and Kandiyohi County Economic Development Partnership, Inc.'s Policies and Procedures Manual, which was originally in part from the Rice Memorial Hospital *Personnel Policies Handbook* 1993 (03/93)

CONFLICTS OF INTEREST

Kandiyohi County Rural Development Finance Authority and Kandiyohi County Economic Development Partnership, Inc.'s Policies and Procedures Manual, which was originally from Ronald C. Anderson, Attorney at Law, Willmar, Minnesota

CONFIDENTIALITY – Developed

TOURISM FUNDING GUIDELINES – Developed

REVOLVING LOAN FUND

Willmar Opportunities, Inc.

INDUSTRIAL INITIATIVES LOAN PROGRAM OPERATION

Willmar Opportunities, Inc.

Loan Maintenance Policy – Willmar Opportunities, Inc. and board action

ENTREPRENEURS' REVOLVING LOAN FUND OPERATION

(FORMERLY THE WOMEN'S BUSINESS REVOLVING LOAN FUND) – Developed

CURRENT BOARD MEMBER LIST – Developed and updated annually

PAST BOARD MEMBER LIST – Developed and updated annually

BYLAWS
OF
THE KANDIYOHI COUNTY AND CITY OF
WILLMAR ECONOMIC DEVELOPMENT COMMISSION

ARTICLE I.

The Commission

Section 1. Establishment. The Commission was established by Minnesota Legislative Statute, Kandiyohi County and city of Willmar Resolution.

Section 2. Name of Commission. The name of the Commission shall be the "Kandiyohi County and City of Willmar Economic Development Commission", hereafter called Commission.

Section 3. Registered Office. The registered office of the Commission shall be 312 Fourth Street SW, Willmar, Minnesota.

ARTICLE II.

Board of Commissioners

Section 1. Appointment of Commissioners. The property and business of the Commission shall be managed by its Board of Commissioners. The number, qualifications, terms and powers of the Board shall be provided for by the procedures and in the manner as provided for in the Joint Powers Agreement between the city of Willmar and county of Kandiyohi, and by the amendments thereto that may be hereafter adopted.

Section 2. Removal. Board members may be removed by the appointing board or boards for inefficiency or neglect of duty, or misconduct in office, a board member may be removed by the governing body that approves said member. The board member must be given a copy of the charges at least 10 days prior to a hearing at which the board member has the opportunity to be heard in person, or by counsel. When charges in writing have been preferred against a board member, pending final action thereon the governing body, who approved said member, may temporarily suspend the board member. If it is found that those charges have not been substantiated, the board member shall immediately be reinstated to the board. When any board member is removed, a record of the proceedings, together with the charges and findings thereon, shall be filed.

Section 3. Meetings and Notice. The Board of Commissioners shall meet quarterly, on the third Thursday of each third month. No notice, either to old or new members of the Board of Commissioners shall be required for such monthly meeting or for any regular meeting of the commissioners fixed from time to time by resolution of a majority of the Board of Commissioners. Other meetings of the Board of Commissioners may be held upon the call of the chairman or any commissioner. Neither the business to be transacted at nor the purpose of any meeting need be specified in the notice of such meeting. Meetings may be conducted by telecommunications, so long as statutory notice provisions are followed and minutes of the meeting are produced.

Section 4. Quorum. At all meetings of the Board four members of the commission shall be necessary and sufficient to constitute a quorum for the transaction of business and the act of a quorum of the commissioners present at any meeting in which there is a quorum shall be the act of the Board of Commissioners.

Section 5. Order of Business. The Board of Commissioners may determine the order of business at their meetings.

Section 6. Duties. All commissioners shall perform the duties of a commissioner, including duties as a chairperson, co-chairperson or member of a standing or special committee of the Board.

ARTICLE III.

Meetings.

Section 1. Place. All meetings shall be held at the registered office of the Commission or at such place designated by the Board of Commissioners.

Section 2. Annual Meetings. An annual meeting shall be held in January of each year.

Section 3. Notice of Annual or Special Meetings. Public notice stating the place, day and hour of the annual or special meetings shall be published in the official newspaper of Kandiyohi County. In the case of adjournment of a meeting from time to time, no further notice of the adjourned meeting shall be necessary (if an announcement is made at the meeting where the adjourning is held specifying the place, day and hour of the adjourned meeting).

Section 4. Manner of Voting. The voting on all questions coming before the Commission shall be by roll call and the yeas and nays shall be entered upon the minutes of such meeting.

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ARTICLE IV.

Powers of Commissioners

Section 1. Other Powers. In addition to the powers and authorities conferred upon it by these Bylaws, the Board of Commissioners shall have the power to do all lawful acts necessary and expedient to the conduct of the business of this Board of Commissioners.

ARTICLE V.

Officers

Section 1. Officers. The Board of Commissioners, at its first meeting of each fiscal year, shall elect the following officers by a majority vote:

- a. a chairperson, who must be a member of the Board of Commissioners;
- b. a vice chairperson, who must be a member of the Board of Commissioners;
- c. a secretary, who need not be a member of the Board of Commissioners;
- d. a treasurer, who need not be a member of the Board of Commissioners; and

All officers shall hold office until their successor is elected, notwithstanding any earlier termination of their office or as a commissioner.

Section 2. Other Officers. The Board may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and exercise such powers and perform such duties as shall be determined by the Board.

Section 3. Terms of Office. The officers of the Commission shall hold office for one year or until their successors are chosen and qualify in their stead. Notwithstanding an earlier termination of their office as commissioners, any officer elected or appointed by the Board of Commissioners may be removed by the affirmative vote of any majority of the whole Board of Commissioners with or without cause.

Section 4. Salaries. There shall be no salaries paid to the officers, agents or commissioners of the Board, except that the Board shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and disbursements in furtherance of the purposes set forth in the enabling resolution of the Board.

Section 5. Duties.

a. Chairman. The chairmen shall:

- (1) be the chief executive officer of the Board;
- (2) preside over all meetings of the Commissioners;
- (3) have general active management of the affairs of the Board and shall see that all orders and resolutions of the Board are carried into effect;
- (4) execute all bonds, mortgages and other contracts; and
- (5) be an ex officio member of all standing committees and shall have the general powers and duties of supervision and management usually vested in the office of chairman of a joint powers board.

b. Vice Chairman. The vice chairman shall, in the absence or inability of the chairman, perform the duties and exercise the power of the chairman and shall perform such other duties as the Board of Commissioners shall prescribe.

c. Secretary. The secretary shall:

- (1) attend all sessions of the Board of Commissioners;
- (2) record all votes and the minutes of all proceedings in a book kept for that purpose;
- (3) perform like duties for the standing committees when required;
- (4) give or cause to be given notice of all meetings of the Board of Commissioners, and shall perform such other duties as may be prescribed by the Board of Commissioners or chairman under whose supervision he/she shall be; and
- (5) be sworn to the faithful discharge of his/her duty.

d. Treasurer. The treasurer shall:

- (1) be sworn to the faithful discharge of his/her duty;
- (2) have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements and books belonging to the

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 - (3) perform like duties for the standing committees when required;
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 - (5) be sworn to the faithful discharge of his/her duty.
- d. Treasurer. The treasurer shall:
 - (1) be sworn to the faithful discharge of his/her duty;
 - (2) have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements and books belonging to the

Board and shall deposit all monies and other valuable effects in the name and to the credit of the Board, in such depositories as may be designated by the Board of Commissioners;

- (3) disburse the funds of the Board as may be ordered by the Board making the proper vouchers for such disbursements and shall render to the chairman and commissioners at the regular meetings of the Board or whenever they may require it, an account of all transactions as treasurer of the financial condition of the Board;
- (4) pursuant to Minnesota Statutes §469.096, Subd. 6, give bond to the state conditioned for the faithful discharge of official duties. The bond must be approved as to form and surety by the Board and filed with the secretary. The bond must be for twice the amount of money likely to be on hand at any one time, as determined at least annually by the Commission provided that the bond must not exceed \$300,000. The bond premium shall be paid by the Board.

Section 6. Notes and Bonds. None of the officers of the Board shall sign any notes or bonds for others.

Section 7. Vacancies. Any office which becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, may be filled by a majority vote of the commissioners then in office, although less than a quorum, choosing a successor or successors, who shall hold office for the unexpired term in respect of which such vacancy occurred.

Section 8. Executive Committee. The Board of Commissioners may, by unanimous affirmative action of the entire board, designate three or more of its number to constitute an executive committee which to the extent determined by unanimous affirmative action of the entire board shall have and exercise the authority of the board in the management of the business of the Board. Any such executive committee shall act only in the interval between meetings of the Board and shall be subject at all times to the control and direction of the Board.

ARTICLE VI.

Personnel

Section 1. Executive Director. The Commission shall employ an Executive Director who shall have general supervision over the administration of its business and affairs, subject to the direction of the Board. The compensation of the Executive Director shall be determined by the Board. The duties of the Executive Director shall be as set forth in the Board's Policies and Procedures Manual and/or Personnel Manual.

Section 2. Additional Personnel. The Board may from time to time employ such personnel as it deems necessary to exercise its powers, duties and functions as prescribed by the Board.

Section 3. Board Members. If any board member applies for a paid position with the Kandiyohi County and City of Willmar Economic Development Commission, that board member must resign from this Board.

ARTICLE VII.

Committees

Section 1. Standing Committees. The chairman may establish standing committees and appoint chairpersons, as needed, subject to the approval of the Board of Commissioners.

Section 2. Special Committees. The chairman may establish special committees and appoint chairpersons, as needed, subject to the approval of the Board of Commissioners.

Section 3. Composition and Duties. The composition and duties of the standing and special committees shall be as set forth in the Policies and Procedures Manual of the Board.

Section 4. Economic Development Operations Board. The Board shall establish an Economic Development Operations Board as provided for in paragraph 12 of the Joint Powers Agreement.

ARTICLE VIII.

Finances

Section 1. Checks and Notes. All checks and notes of the Board shall be signed by the treasurer and by such other officers or agents as may from time to time be designated by resolution of the Board of Commissioners. All checks and notes shall require the signature of two designated board members.

Section 2. Fiscal Year. The fiscal year of the Board shall be the calendar year.

Section 3. Financial Statement. The Board's detailed financial statement must show all receipts and disbursements, their nature, the money on hand, the purpose of which the money on hand is to be applied, the Board's credits and assets, and its outstanding liabilities in a form required for the county's financial statements. The Board shall examine the statement together with the treasurer's vouchers. If the Board finds that the statement and vouchers are correct, it shall approve them by resolution and enter the resolution in its records.

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Section 4. Directors' Annual Statement. The Board of Commissioners shall at each annual meeting and when otherwise called for by the vote of the commissioners, present a full and clear statement of the business and condition of the Board.

Section 5. Inspection of Books. Commissioners shall be permitted to inspect the financial records of the Board at all reasonable times.

ARTICLE IX.

Amendments

These Bylaws may be amended or altered as provided for in paragraph 11 of the Joint Powers Agreement.

ARTICLE X.

Dissolution

Upon the dissolution of the Board, the Board of Commissioners shall, after paying or making provision for the payment of all of the liabilities of the Board, distribute the remaining assets, one-half to the county of Kandiyohi, and one-half to the city of Willmar, both in the state of Minnesota.

ARTICLE XI.

Liability

There shall be no personal liability upon commissioners or members of the Board for obligations of the Board. There shall be no personal liability upon the commissioners for the good faith exercising of their official duties.

ARTICLE XII.

Funds

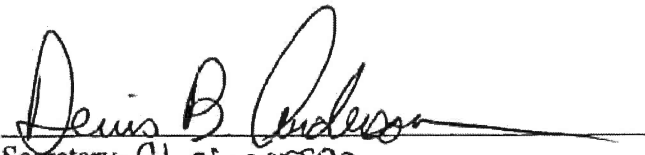
The funds of the Board shall be deposited in a bank or financial institution within the county of Kandiyohi, state of Minnesota, as may be established by the Board of Commissioners from time to time.

ARTICLE XIII.

Parliamentary Commission

The current edition of *Robert's Rules of Order Newly Revised* shall be the parliamentary authority where applicable and where there is no conflict between said rules and the Bylaws and enabling resolution of the Commission.

As adopted by the Board of Commissioners on April 22, 2004.

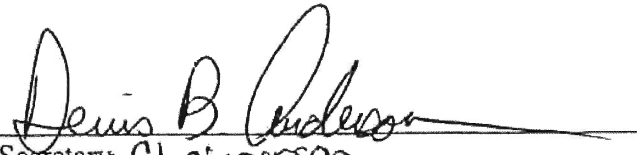

~~Secretary~~ Chairperson

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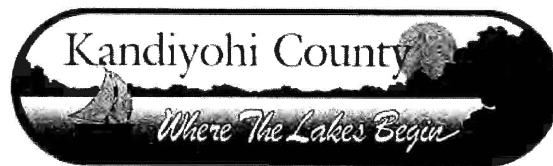
As adopted by the Board of Commissioners on April 22, 2004.


~~Secretary~~ Chairperson

KANDIYOHI COUNTY RURAL DEVELOPMENT FINANCE AUTHORITY

INDUSTRIAL INITIATIVES LOAN PROGRAM

MANUAL



Adopted by KCRDFA Board March 10, 1998
Amended by KCRDFA Board June 11, 2001

Introduction

The Industrial Initiatives Loan Program has been established and is administered by the Finance Committee of the Kandiyohi County Rural Development Finance Authority (KCRDFA). The KCRDFA actively encourages economic development in Kandiyohi County. This program has been designed to assist either new or existing service, telecommunications, intellectual property, manufacturing, industrial or wholesale/distribution-based businesses to start or expand in Kandiyohi County. The expansion may include the purchase of equipment, purchase or expansion of an existing facility or construction of a new facility. The collective investments of individuals, businesses and units of government have provided the source of capital to finance these expansions. The participating financial institutions receive the funds in exchange for a commitment to make a loan in an equal amount to an Industrial Initiatives approved borrower.

Program Goal

The Industrial Initiatives Loan Program is intended to promote economic development in Kandiyohi County and to provide below market rate financing to new and existing service, telecommunications, intellectual property, manufacturing, industrial or wholesale/distribution-based businesses wishing to expand in Kandiyohi County.

Definitions

BORROWER is a service, telecommunications, intellectual property, manufacturing, industrial or wholesale/distribution-based business planning to add employees, purchase equipment, purchase or expand an existing facility or construct a new facility in Kandiyohi County. Said business shall be identified as per standard industry classification. This may include investment property owners having one of the above types of business under a lease agreement.

FINDER'S FEE on all non-government deposits. The 0.5% extra margin of the loan amount is to be paid to the local active development group as a finder's fee. If there is no local active development group, the finder's fee is paid to KCRDFA.

INDUSTRIAL INITIATIVES LOAN is a loan used to purchase equipment, purchase or expand an existing facility or construct a new facility in Kandiyohi County.

LENDING INSTITUTION is any financial institution located in Kandiyohi County or located outside Kandiyohi County doing business with a company located or expanding in Kandiyohi County.

Loan Guidelines

1. The money borrowed shall be used for real estate purposes (purchase or expansion of an existing facility or to construct a new facility) and/or equipment purchases.
2. The project shall be for a service, telecommunications, intellectual property, manufacturing, industrial or wholesale/distribution-based business as per standard industry classification, and shall meet one or more of the following:
 - a. The borrower shall generate 50% or more of their revenue from outside Kandiyohi County.
 - b. A loan request for the purchase of equipment shall create/retain one job per \$20,000 of the request over a five-year period.
 - c. A loan request for building purchase or expansion shall create additional real estate tax base equal to or greater than the loan request.
3. Maximum amount of outstanding loans:
 - one borrower—\$500,000;
 - related borrowers—\$1,000,000.

Administration

1. The administration and operations of the Industrial Initiatives Loan Program will be the responsibility of the KCRDFA Finance Committee (Committee) and all official action shall be ratified by the KCRDFA Board of Directors.
2. The Committee shall operate within the guidelines stated in this document.
3. The Committee will advise the KCRDFA Board of Directors of its activities monthly.
4. Because of the nature of the information that will be considered in the administration of the Industrial Initiatives Loan Program, the meetings of the Committee will be open to the Committee, involved lending institution and affected business parties only.
5. Because of the potential for conflicts of interest in the loan decision process, any Committee member who has a potential conflict of interest in a loan request is required to reveal their position to the full Committee. The Committee member with the conflict shall be allowed to participate in the discussion of the loan request, but abstain from the motion and vote on the motion to approve or reject the loan.

Certificates of Deposit

Individuals, businesses and units of government have the opportunity to invest in economic development in Kandiyohi County through the purchase of certificates of deposit. Such certificates of deposit are insured by the Federal Deposit Insurance Corporation up to \$100,000 and pay an interest rate 3.5% below the Minneapolis prime rate for all non-government depositors and 3% below prime for all government depositors. The interest rate shall be adjusted quarterly and compounded quarterly. Investment in the certificates shall be for a period of five years. The term of the deposit is equal to the loan maturity or up to 60 months, whichever is less. *Example:* on January 6, 2000, the Minneapolis prime rate was 8.5%, which means that an investment in a certificate of deposit on that date by a non-governmental depositor would have paid 5.0%, subject to a flexible rate that could change quarterly.

The funds invested in certificates of deposit shall be made available as loans to existing or new service, telecommunications, intellectual property, manufacturing, industrial or wholesale/distribution-based businesses that want to expand or relocate within Kandiyohi County. The loan shall be used for capital improvement and/or real estate purposes. The loan shall create jobs or expand the tax base. The interest rate for the loans shall be 1% below Minneapolis prime and adjusted quarterly. The loan amortization shall be at the discretion of the financial institution, but the Industrial Initiatives Loan commitment shall not exceed 60 months. The cooperating financial institution shall determine the business applicant's credit worthiness, assemble the financial package, close the loan and assume the risk involved in servicing the loan. *Example:* the market rate on January 6, 2000, was 8.5%. Using that example, an Industrial Initiatives Loan would be made at 7.5%, subject to a flexible rate that could be adjusted quarterly. Two percent of the difference between the 7.5% Industrial Initiatives Loan and the 5% interest rate on the certificates of deposit for a non-governmental depositor shall be paid to the cooperating financial institution.

On non-governmental certificates, .5% shall be paid quarterly as a loan finder's fee to the local active development group borrower for use as operating capital for local economic development efforts. If there is no local active development group, the finder's fee is paid to KCRDFA. A deposit by a governmental entity will not result in the payment of the finder's fee.

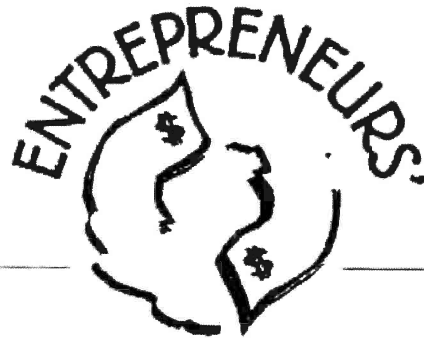
Applicants for Industrial Initiatives Loans must meet the Industrial Initiatives Loan Program criteria, the loan requests shall be underwritten and approved by the originating financial institution, and must be approved by the KCRDFA Loan Committee with final approval by the KCRDFA Board. Upon approval of a loan request by the KCRDFA Board of Directors, the KCRDFA Executive

Director shall request funds from an entity who has made a commitment to deposit funds under the program.

Monitoring

1. Finance Committee will monitor the loan portfolio and commitments.
2. Finance Committee will actively solicit funds for certificates of deposit.
3. Borrowers shall furnish KCRDFA with a completed Industrial Initiatives Loan request form.
4. Copies of certificates of deposit will be provided by the lending institution to the KCRDFA Executive Director.
5. The lending institution involved in an Industrial Initiatives Loan is responsible for submitting finders' fees on a quarterly basis to the Executive Director of KCRDFA.
6. If an Industrial Initiatives Loan is paid off early, the certificate of deposit shall be returned to the investor without penalty.

Kandiyohi County Rural Development Finance Authority



MANUAL

Adopted by KCRDFA Board May 13, 1997
Amended by KCRDFA Board April 25, 2002



Introduction

The Entrepreneurs' Revolving Loan Fund is administered by the Entrepreneurs' Revolving Loan Fund Committee of the Kandiyohi County Rural Development Finance Authority (KCRDFA). The KCRDFA actively encourages economic development in the Kandiyohi County area. The purpose of the fund is to provide general business financing to qualifying individuals starting a new business.

Program Goal

The Entrepreneurs' Revolving Loan Fund program is intended to provide a revolving loan fund where money is available for new loans on a continuing basis as loans are repaid.

Administration

1. The administration and operations of the Entrepreneurs' Revolving Loan Fund will be the responsibility of the Entrepreneurs' Revolving Loan Fund Committee and the KCRDFA Executive Director and to be ratified by the KCRDFA Board of Directors.
2. The Entrepreneurs' Revolving Loan Fund Committee and KCRDFA Executive Director shall carry out all directives within the guidelines provided in this document.
3. The Entrepreneurs' Revolving Loan Fund Committee will advise the KCRDFA Board of Directors on its activities as necessary.
4. Because of the nature of the information that will be considered throughout the operation of the Entrepreneurs' Revolving Loan Fund, the meetings of the committee will be open to the committee, the KCRDFA Executive Director and involved business parties only.
5. Because of the potential for conflicts of interest in the loan decision process, any committee member that has a potential conflict of interest in a pending loan is required to review their position with the full committee. The committee member with the conflict shall not vote on the recommendation for approval of the loan.
6. Two signatures on checks shall be required to disburse funds. [The KCRDFA Executive Director, President and Treasurer and Entrepreneurs' Revolving Loan Fund Committee Chair(s) should be on the signature cards of the financial institutions.]
7. The Executive Director will see that funds are transferred properly to cover disbursements.

Definitions

APPLICANT is an individual, sole proprietorship, partnership, corporation or joint venture.

BUSINESS is an enterprise operated by the borrower that has been owned less than 18 months. An eligible business must provide economic benefit to the community and must be a business eligible under Small Business Administration (SBA) guidelines.

QUALIFYING APPLICANTS are over 18 years of age, a resident of the area for the past 12 months and with at least 50% ownership in a business and actively involved in the business.

EXECUTIVE DIRECTOR is the KCRDFA Executive Director.

Loan Review Obligations

1. The Executive Director will screen all applicants prior to interview by committee members to ensure that all information required for loan approval has been received from the applicant.

2. The committee has the responsibility to review the application and business plan. [Two people from the committee will initially meet with the applicant and review the application and business plan. If these two people from the committee believe this application meets the loan guidelines, they will present the application and business plan to the committee for approval. Applications must be received by the tenth day of the month to be reviewed by the committee at its next regular meeting. If not received by the tenth day of the month, the application will be reviewed at the following month's committee meeting.]
3. The committee has the obligation to request further information from applicant where it deems necessary.
4. The committee will approve or deny all loan applications during a formal meeting or conference call. All committee members will receive the loan application documents at the meeting or via fax prior to the meeting, which documents will be shredded/destroyed by the committee members or KCRDFA staff following the meeting.
5. The Executive Director will verify the applicant's personal and business name for inclusion on the promissory note. When possible, a copy of the applicant's Certificate of Assumed Name should be obtained.
6. Upon approval of the loan by the committee, the applicant will be personally contacted about the approval. The Executive Director will coordinate the loan closings and have the borrower sign all loan documents, including a promissory note which will act as a personal guarantee for repayment as agreed before disbursement of funds.
7. Committee members or Executive Director should not give applicant a date when his/her application will be reviewed or approved.

Disbursement of Funds

1. Funds will be disbursed within two business days of closing the loan. The borrower will sign all loan documents before funds are disbursed.
2. Funds will be directed as much as possible. Borrower should provide receipts to support purchases.
3. The first payment will be due on the 15th day of the month following the disbursement and monthly payments will be due on the 15th of each month thereafter; such payments will be required to be automatically deducted from a designated bank account of the applicant. The Executive Director will obtain a signed authorization from applicant for such automatic withdrawal.
4. Following disbursement of funds, the Executive Director will deliver an ERLF promotional sign to borrower to display in a visible location.

Monitoring and Default

1. If payment is late, a letter will be sent 5 days after payment is due reminding borrower that payment needs to be made prior to the tenth day or a late fee will be assessed. If the 10 days pass and no payment is received and no contact has been received about payment, the KCRDFA Executive Director will personally contact the borrower to make payment arrangements.
2. After 90 days, the KCRDFA Executive Director will file a judgment and continue with followup and keep notes as to discussions.
3. The Entrepreneurs' Revolving Loan Fund Committee will review financial statements and/or tax returns of all businesses with outstanding loans at the June meeting of the Committee. A letter will be sent by the Executive Director in March of each year to all ERLF loan recipients reminding them of the requirement to provide financial statements and/or tax returns to KCRDFA by May 15 for review in June.

Loan Guidelines

1. Must be an individual over 18 years of age and a resident of Kandiyohi County or a bordering county for at least 12 months.
2. Must be an individual who has at least 50% ownership and actively involved in the business.
3. The business must be in operation by the borrower less than 18 months and from Kandiyohi County or a bordering county.
4. The purpose of the loan must be for general business purpose.
5. The interest rate will be fixed at the Wall Street prime rate +2 on the date of the loan and continue for the term of the loan. Interest will begin accruing from the date of the loan.
6. The minimum loan amount will be \$500 and the maximum loan amount will be \$5,000. [Note: Each borrower may have a maximum of \$5,000 outstanding.]
7. The maximum repayment will be four years. Term loans only with monthly installments and no prepayment penalty.
8. If a payment is 10 days or more late, Borrower will be charged 10% of his/her monthly payment plus any bank fees, if applicable for each late payment.
9. A business plan that includes projections for 2 years must be attached to the loan application together with a non-refundable application fee of \$5 per owner/applicant for a credit check to be conducted. If a business credit report from Dunn & Bradstreet is needed, a \$40 fee per business name will be required to be paid by applicant.
10. Applicant has exhibited difficulty in securing other financing and provided a Letter of Referral and Notice of Adverse Action evidencing this difficulty.
11. Automatic loan payments from the applicant's checking account is required. The Executive Director will obtain the applicant's signature on the promissory note shall also obtain their signature on the authorization for automatic payment and a voided check from the applicant's account.
12. A collateral position shall be enforced when possible

Second Loan Request Procedures

A second loan request will be considered if the applicant's total outstanding ERLF loan is less than \$5,000.

1. A Business Plan will not be required if applicant is a current recipient of an ERLF loan, but said applicant will need to furnish their business income tax returns and most recent interim financial statements. A Business Plan will be required if applicant is not a previous recipient of an ERLF loan.
2. A short form application will be completed.
3. A Letter of Referral and Notice of Adverse Action will not be required.
4. A personal credit check will be required.
5. If a second loan is approved, it should be combined with the first one so the recipient only makes one payment.

Section
118A.01.

Depositories; investing; proceeds, immunity.

Section
118A.03.

When and what collateral required
118A.04. Investments.
118A.05. Contracts and agreements.

118A.01. Definitions

Subdivision 1. Application. The definitions in this section apply to sections 118A.01 to 118A.06.

Subd. 2. Government entity. (a) "Government entity" means a county, city, town, school district, hospital district, public authority, public corporation, public commission, special district, any other political subdivision, except an entity whose investment authority is specified under chapter 11A or 356A.

(b) For the purposes of sections 118A.02 and 118A.03 only, the term includes an American Indian tribal government entity located within a federally recognized American Indian reservation.

Subd. 3. Financial institution. "Financial institution" means a savings association, commercial bank, trust company, credit union, or industrial loan and thrift company.

Subd. 4. Public funds. "Public funds" means all general, special, permanent, trust, and other funds, regardless of source or purpose, held or administered by a government entity, unless otherwise restricted.

Amended by Laws 1999, c. 151, § 39.

Historical and Statutory Notes

1999 Legislation

Laws 1999, c. 151, § 39, in subd. 2, included certain American Indian tribal government entities

within the definition of "government entity" for purposes of §§ 118A.02 and 118A.03.

118A.02. Depositories; investing: sales, proceeds, immunity

Subdivision 1. Designation; delegation. (a) The governing body of each government entity shall designate, as a depository of its funds, one or more financial institutions.

(b) The governing body may authorize the treasurer or chief financial officer to:

- (1) designate depositories of the funds;
- (2) make investments of funds under sections 118A.01 to 118A.06 or other applicable law; or
- (3) both designate depositories and make investments as provided in this subdivision.

Subd. 2. Sale; proceeds; immunity if loss. (a) The treasurer or chief financial officer of a government entity may at any time sell obligations purchased pursuant to this section and the money received from such sale, and the interest and profits or loss on such investment shall be credited or charged, as the case may be, to the fund from which the investment was made.

(b) Neither such official nor government entity, nor any other official responsible for the custody of such funds, shall be personally liable for any loss sustained from the deposit or investment of funds in accordance with the provisions of sections 118A.04 and 118A.05.

118A.03. When and what collateral required

Subdivision 1. For deposits beyond insurance. To the extent that funds deposited are in excess of available federal deposit insurance, the government entity shall require the

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lien of a corporate surety bond:

- (1) United States government treasury bills, treasury notes, treasury bonds, or
- (2) issues of United States government agencies and instruments, as quoted by a recognized industry quotation service available to the government entity;

(3) general obligation securities of any state or local government with taxing powers which is rated "A" or better by a national bond rating service, or revenue obligation securities of any state or local government with taxing powers which is rated "AA" or better by a national bond rating service;

(4) irrevocable standby letters of credit issued by Federal Home Loan Banks to a municipality accompanied by written evidence that the bank's public debt is rated "AA" or better by Moody's Investors Service, Inc., or Standard & Poor's Corporation; and

(5) time deposits that are fully insured by the Federal Deposit Insurance Corporation.

Subd. 3. Amount. The total amount of the collateral computed at its market value shall be at least ten percent more than the amount on deposit plus accrued interest at the close of the business day. The financial institution may furnish both a surety bond and collateral aggregating the required amount.

Subd. 4. Assignment. Any collateral pledged shall be accompanied by a written assignment to the government entity from the financial institution. The written assignment shall recite that, upon default, the financial institution shall release to the government entity on demand, free of exchange or any other charges, the collateral pledged. Interest earned on assigned collateral will be remitted to the financial institution so long as it is not in default. The government entity may sell the collateral to recover the amount due. Any surplus from the sale of the collateral shall be payable to the financial institution, its assigns, or both.

Subd. 5. Withdrawal of excess collateral. A financial institution may withdraw excess collateral or substitute other collateral after giving written notice to the governmental entity and receiving confirmation. The authority to return any delivered and assigned collateral rests with the government entity.

Subd. 6. Default. For purposes of this section, default on the part of the financial institution includes, but is not limited to, failure to make interest payments when due, failure to promptly deliver upon demand all money on deposit, less any early withdrawal penalty that may be required in connection with the withdrawal of a time deposit, or closure of the depository. If a financial institution closes, all deposits shall be immediately due and payable. It shall not be a default under this subdivision to require prior notice of withdrawal if such notice is required as a condition of withdrawal by applicable federal law or regulation.

Subd. 7. Safekeeping. All collateral shall be placed in safekeeping in a restricted account at a Federal Reserve Bank, or in an account at a trust department of a commercial bank or other financial institution that is not owned or controlled by the financial institution furnishing the collateral. The selection shall be approved by the government entity.

118A.04. Investments

Subdivision 1. What may be invested. Any public funds, not presently needed for other purposes or restricted for other purposes, may be invested in the manner and subject to the conditions provided for in this section.

Subd. 2. United States securities. Public funds may be invested in governmental bonds, notes, bills, mortgages (excluding high-risk mortgage-backed securities), and other securities, which are direct obligations or are guaranteed or insured issues of the United States, its agencies, its instrumentalities, or organizations created by an act of Congress.

Subd. 3. State and local securities. Funds may be invested in the following:

- (1) any security which is a general obligation of any state or local government with taxing powers which is rated "A" or better by a national bond rating service;

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(c) any security which is a revenue obligation of any state or local government which rating powers which is rated "AA" or better by a national bond rating service; and

(3) a obligation of the Minnesota housing finance agency which is a r obligation of the state of Minnesota and is rated "A" or better by a national bond rating agency.

Subd. 4. Commercial papers. Funds may be invested in commercial paper issued by United States corporations or their Canadian subsidiaries that is rated in the highest quality category by at least two nationally recognized rating agencies and matures in 270 days or less.

Subd. 5. Time deposits. Funds may be invested in time deposits that are fully insured by the Federal Deposit Insurance Corporation or bankers acceptances of United States banks.

Subd. 6. High-risk mortgage-backed securities. For the purposes of this section and section 118A.05, "high-risk mortgage-backed securities" are:

(a) interest-only or principal-only mortgage-backed securities; and

(b) any mortgage derivative security that:

(1) has an expected average life greater than ten years;

(2) has an expected average life that:

(i) will extend by more than four years as the result of an immediate and sustained parallel shift in the yield curve of plus 300 basis points; or

(ii) will shorten by more than six years as the result of an immediate and sustained parallel shift in the yield curve of minus 300 basis points; or

(3) will have an estimated change in price of more than 17 percent as the result of an immediate and sustained parallel shift in the yield curve of plus or minus 300 basis points.

Subd. 7. Temporary general obligation bonds. Funds may be invested in general obligation temporary bonds of the same governmental entity issued under section 429.091, subdivision 7, 469.178, subdivision 5, or 475.61, subdivision 6.

Subd. 8. Debt service funds. Funds held in a debt service fund may be used to purchase any obligation, whether general or special, of an issue which is payable from the fund, at such price, which may include a premium, as shall be agreed to by the holder, or may be used to redeem any obligation of such an issue prior to maturity in accordance with its terms. The securities representing any such investment may be sold by the governmental entity at any time, but the money so received remains part of the fund until used for the purpose for which the fund was created. Any obligation held in a debt service fund from which it is payable may be canceled at any time unless otherwise provided in a resolution or other instrument securing obligations payable from the fund.

Subd. 9. Broker; statement and receipt. (a) For the purpose of this section and section 118A.05, the term "broker" means a broker-dealer, broker, or agent of a government entity, who transfers, purchases, sells, or obtains securities for, or on behalf of, a government entity.

(b) Prior to completing an initial transaction with a broker, a government entity shall provide annually to the broker a written statement of investment restrictions which shall include a provision that all future investments are to be made in accordance with Minnesota Statutes governing the investment of public funds.

(c) A broker must acknowledge annually receipt of the statement of investment restrictions in writing and agree to handle the government entity's account in accordance with these restrictions. A government entity may not enter into a transaction with a broker until the broker has provided this written agreement to the government entity.

(d) The state auditor shall prepare uniform notification forms which shall be used by the government entities and the brokers to meet the requirements of this subdivision.

Subdivision 1. May enter into. In addition to other authorities granted in sections 118A.01 to 118A.06, government entities may enter into contracts and agreements as follows.

Subd. 2. Repurchase agreements. Repurchase agreements consisting of collateral allowable in section 118A.04, and reverse repurchase agreements may be entered into with any of the following entities:

(1) a financial institution qualified as a "depository" of public funds of the government entity;

(2) any other financial institution which is a member of the Federal Reserve System and whose combined capital and surplus equals or exceeds \$10,000,000;

(3) a primary reporting dealer in United States government securities to the Federal Reserve Bank of New York; or

(4) a securities broker-dealer licensed pursuant to chapter 80A, or an affiliate of it, regulated by the securities and exchange commission and maintaining a combined capital and surplus of \$40,000,000 or more, exclusive of subordinated debt.

Reverse agreements may only be entered into for a period of 90 days or less and only to meet short-term cash flow needs. In no event may reverse repurchase agreements be entered into for the purpose of generating cash for investments, except as stated in subdivision 3.

Subd. 3. Securities lending agreements. Securities lending agreements, including custody agreements, may be entered into with a financial institution meeting the qualifications of subdivision 2, clause (1) or (2), and having its principal executive office in Minnesota. Securities lending transactions may be entered into with entities meeting the qualifications of subdivision 2 and the collateral for such transactions shall be restricted to the securities described in this section and section 118A.04.

Subd. 4. Minnesota joint powers investment trust. Government entities may enter into agreements or contracts for:

(1) shares of a Minnesota joint powers investment trust whose investments are restricted to securities described in this section and section 118A.04;

(2) units of a short-term investment fund established and administered pursuant to regulation 9 of the Office of the Comptroller of the Currency, in which investments are restricted to securities described in this section and section 118A.04;

(3) shares of an investment company which is registered under the Federal Investment Company Act of 1940¹ and which holds itself out as a money market fund meeting the conditions of rule 2a-7 of the Securities and Exchange Commission and is rated in one of the two highest rating categories for money market funds by at least one nationally recognized statistical rating organization; or

(4) shares of an investment company which is registered under the Federal Investment Company Act of 1940, and whose shares are registered under the Federal Securities Act of 1933², as long as the investment company's fund receives the highest credit rating and is rated in one of the two highest risk rating categories by at least one nationally recognized statistical rating organization and is invested in financial instruments with a final maturity no longer than 13 months.

Subd. 5. Guaranteed investment contracts. Agreements or contracts for guaranteed investment contracts may be entered into if they are issued or guaranteed by United States commercial banks, domestic branches of foreign banks, United States insurance companies, or their Canadian subsidiaries. The credit quality of the issuer's or guarantor's short- and long-term unsecured debt must be rated in one of the two highest categories by a nationally recognized rating agency. Should the issuer's or guarantor's credit quality be downgraded below "A", the government entity must have withdrawal rights.

amended by Laws 1997, c. 219, § 1, eff. May 31, 1997; Laws 2000, c. 493, § 1, eff. May 31, 2000.

¹ 15 U.S.C.A. § 80a-1 et seq.

² 15 U.S.C.A. § 77a et seq.

50 percent of the total committee membership. The county may appoint no more than five members. The committee shall select a chair at its initial meeting.

Subd. 3. Committee report. The committee shall issue its report within 90 days of its initial meeting. The committee may request one 60-day extension from the county board. The report must contain the committee's recommendation for the preferred organizational option for a county economic development service provider, including the distance from the boundary of the city that may be controlled by each affected city in subdivision 5. The distance may not exceed two miles from the city boundary. The report must contain written findings on issues considered by the committee including, but not limited to, the following:

(1) identification of the current level of economic development, housing, and community development programs and services provided by existing agencies, any existing gaps in programs and services, and the capacity and ability of those agencies to expand their activities; and

(2) the recommended organizational option for providing needed economic development, housing, and community development services in the most efficient, effective manner.

Subd. 4. Organizational options. The committee may only recommend:

(1) establishment of a county economic development authority to operate under sections 469.090 to 469.1081, except that the county shall not have the powers of section 469.094 without the consent of an existing county housing and redevelopment authority operating within that county. For the purposes of a county economic development authority's operation, the county is considered to be the city and the county board is considered to be the city council;

(2) requiring an existing county housing and redevelopment authority or multicounty housing and redevelopment authority to operate under sections 469.090 to 469.1081;

(3) that the county pursue special legislation; or

(4) no change in the existing structure.

Subd. 5. Area of operation. The area of operation of a county economic development service provider created under this section shall include all cities within a county that have adopted resolutions electing to participate. A city may adopt a resolution electing to withdraw participation. The withdrawal election may be made every fifth year following adoption of the resolution electing participation. The withdrawal election is effective on the anniversary date of the original resolution provided notice is given to the county economic development authority not less than 90 nor more than 180 days prior to that anniversary date. The city electing to withdraw retains any rights, obligations, and liabilities it obtained or incurred during its participation. Any city within the county shall have the option to adopt a resolution to prohibit the county economic development service provider created under this section from operating within its boundaries and (1) within an agreed upon urban service area, or (2) within the distance approved in the committee report referenced in subdivision 3. If a city prohibits a county economic development service provider created under this section from operating within its boundaries, the city's property taxpayers shall not be subject to the property tax levied for the county economic development service provider.

Subd. 6. City economic development authorities. If a county economic development service provider has been established under this section, existing city economic development authorities shall continue to function and operate under sections 469.090 to 469.1081. Additional city economic development authorities may be created within the area of operation of the county economic development service provider created under this section without the explicit concurrence of the county economic development service provider.

Subd. 7. Continuation of existing county and multicounty housing and redevelopment authorities. Existing county and multicounty housing and redevelopment authorities shall continue to function and operate under the provisions of sections 469.001 to 469.047.

AREA REDEVELOPMENT

469.110. Definitions

Subdivision 1. Generally. In sections 469.109 to 469.123, the terms defined in this section have the meanings given them herein, unless the context indicates otherwise.

Subd. 2. Department. "Department" means the department of trade and economic development.

Subd. 3. Local agency. "Local agency" means the area or municipal redevelopment agencies created or authorized to be created by sections 469.109 to 469.123, or the governing body of any Indian tribe or any entity established and recognized by that governing body.

Subd. 4. Municipality. "Municipality" means any home rule charter or statutory city, county, town, or school district.

Subd. 5. Governing body. "Governing body" means the council, board of trustees, or other body charged with governing any municipality.

Subd. 6. Board. "Board" means the governing body of any local or area redevelopment agency created in accordance with the provisions of sections 469.109 to 469.123.

Subd. 7. Redevelopment area. "Redevelopment area" means a depressed area within the territorial boundaries of any municipality or group of municipalities of the state reasonably defined by the local or area redevelopment agency wherein critical conditions of unemployment, underdevelopment, economic depression, depletion of natural resources, or widespread reliance on public assistance are found to exist by the municipality or municipalities.

Subd. 8. Federal agency. "Federal agency" means the government of the United States or any department, corporation, agency, or instrumentality thereof.

Subd. 9. Repealed by Laws 1995, c. 186, § 80.

Subd. 10. Redevelopment project. "Redevelopment project" means any approved site, structure, facility, or undertaking comprising or connected with any industrial, recreational, commercial, or manufacturing enterprise established or assisted by a local, regional, or area redevelopment agency.

Subd. 11. Rural area. "Rural area" means any area so defined in section 469.109 of the Rural Development Act of 1972, Public Law Number 92-419,¹ and unless in conflict with that act, shall include all areas not within the outer boundary of any city having a population of 50,000 or more and its immediately adjacent urbanized and urbanizing areas with a population density of more than 100 persons per square mile.

Subd. 12. Indian economic enterprise. "Indian economic enterprise" means any commercial, industrial, or business activity established or organized for the purpose of profit, at least 51 percent of which is owned by persons of 25 percent or more Indian blood.

Subd. 13. Indian tribe. "Indian tribe" means any group qualifying under Public Law Number 93-262, section 3.²

Amended by Laws 2002, c. 379, art. 1, § 88.

¹ 7 U.S.C.A. § 1926.

² 25 U.S.C.A. § 1452.

469.113. Conflict of interest

No commissioner or employee of any local agency shall acquire any interest, direct or indirect, in any project or in any property included or planned to be included in any project, nor have any interest, direct or indirect, in any contract or proposed contract for materials or service to be furnished or used in connection with any project. This section shall not apply to the deposit of any funds of an agency in any bank in which a member of an agency shall have an interest, if the funds are deposited and protected in accordance with chapter 118A.

Amended by Laws 2001, c. 7, § 90.

2003-2004 KANDIYOHI COUNTY AND CITY OF WILLMAR ECONOMIC DEVELOPMENT COMMISSION JOINT POWERS BOARD OF COMMISSIONERS						
Preferred Mailing Address	Employer/E-Mail Address, if any	Home Phone	Work Phone & Fax No.	Office	Appt. Date	
Denis B. Anderson (Sandra) P.O. Box 778 Willmar, MN 56201	Jennie-O Turkey Store, Inc. dbanderson@j-ots.com	231-0912	231-7155 231-7100	Chairperson	7/03	
David Chapin (Susan) P.O. Box 934 Willmar, MN 56201	Willmar Electric djchapin@willmar-electric.com	235-4945	235-4386 235-0322		7/03	
Lester J. Heitke (Cherie) 709 25 th Avenue NE Willmar, MN 56201	Mayor, City of Willmar Woodland Centers lheitke@ci.willmar.mn.us	235-8726	City Hall 214-5183 Woodland 235-4613 City Fax 235-4917		7/03	
Harlan Madsen (Julie) 15263 120 th Avenue SE Lake Lillian, MN 56253	Self Employed/Farmer hmadson2000@yahoo.com	664-4880 cell 894-9051		Vice Chairperson	7/03	
Dennis Peterson (Karen) 3605 113 th Avenue NE Spicer, MN 56288	Self Employed/Farmer peterskp@hls.k12.mn.us	796-5666			7/03	
Dean Shuck (Diane) 16281 140 th Street NW Sunburg, MN 56289	comshuck@tds.net	264-1341 cell 894-1606			7/03	
THE FOLLOWING ARE TO RECEIVE COPIES OF EVERYTHING THE BOARD RECEIVES						
Bruce Peterson (Karl) P.O. Box 755 Willmar, MN 56201	Planning & Development Director City of Willmar bpeterson@ci.willmar.mn.us	231-2384	214-5184 235-4917			
Michael C. (Mick) Schmit P.O. Box 755 Willmar, MN 56201	City Administrator City of Willmar mschmit@ci.willmar.mn.us	235-6886	214-5160 235-4917			
Wayne Thompson Suite 2020 2200 23 rd Street NE Willmar, MN 56201	Kandiyohi County Administrator wayne_j@co.kandiyohi.mn.us	354-4436	231-6216 231-7899			

2003-2004 KANDIYOHI COUNTY AND CITY OF WILLMAR ECONOMIC DEVELOPMENT COMMISSION JOINT OPERATIONS BOARD OF DIRECTORS								
Name Preferred Mailing Address	Employer/E-Mail Address, if any	Home Phone	Work Phone & Fax No.	Office	Voting Member	Appt. Date	Reappt.	Term Expires 12/31
Betty Bollig (Verle) 1604 South First Street Willmar, MN 56201	All-Star Realty, Inc. bolligb@allstarealty.com cellular 212-5944	235-8767	235-3633 235-3879	Treasurer	Yes	7/03	Yes	2005
Ron Erpelding (Dee) 701 Fourth Street SW Willmar, MN 56201	Retired as of July 31, 2002 repeidi@tds.net	235-0788			Yes	7/03	Yes	2006
Duane Hultgren 11942 15 th Avenue SW Raymond, MN 56282	hultfarm@wecnet.com	599-4254			Yes	7/03	Yes	2006
Larry Knutson (Marcia) P.O. Box 78 Blomkest, MN 56216	President State Bank of Blomkest lknutson@concordebanks.com	235-3529	995-6111 995-6203	President 2003	Yes	7/03	Yes	2004
Milan C. Schmiesing P.O. Box 570 Willmar, MN 56201	CPA Conway, Deuth & Schmiesing, PLLP milan@cdscpa.com	235-6090	235-3311	Secretary	Yes	7/03	Yes	2004
Jeff Welker (Ann) P.O. Box 450 New London, MN 56273	Vice President Farmers State Bank of New London jwelker@lakeregion.com	796-5538	354-3102 354-2017	Vice President	Yes	7/03	Yes	2006
EX OFFICIO BOARD MEMBERS								
David Chapin (Susan) P.O. Box 934 Willmar, MN 56201	Willmar Electric dchapin@willmar-electric.com	235-4945	235-4386 235-0322	EDC Liaison	No	9/03	EDC	Annually
Les Nelson (Staci) 333 Sixth Street SW Willmar, MN 56201	Economic Development Director Mid-Minnesota Development Commission les_nelson@mmrdc.org	235-4950	235-8504 235-4329		No	9/03	Board	Annually
Bruce Peterson (Karla) P.O. Box 755 Willmar, MN 56201	Planning & Development Director City of Willmar bpeterson@ci.willmar.mn.us	231-2384	214-5184 235-4917		No	2/89	Board	Annually
Jean Spaulding (John) P.O. Box 431 Spicer, MN 56288	Director Spicer Economic Development Authority spicer.js@tds.net	796-6341	796-5562 796-2044		No	9/03	Board	Annually
Steven C. Renquist P.O. Box 1783 Willmar, MN 56201	KCEDP/KCRDFA edp@kandiyohi.com cellular 894-0711		235-7370 231-2320	Executive Director	No	7/03	Yes	N/A

EDC RETIRED DIRECTORS								
Name Mailing Address While on Board	Occupation While on the Board E-Mail Address, if any	Home Phone	Work Phone & Fax No.	Office	Voting Member	Date of Appt.	Term Expired 12/31	Replaced by

EDCOB RETIRED DIRECTORS

Name Mailing Address While on Board	Occupation While on the Board E-Mail Address, if any	Home Phone	Work Phone & Fax No.	Office	Voting Member	Date of Appt.	Term Expired 12/31	Replaced by
Ranae Rahn 301 Fifth Street SW Willmar, MN 56201	Self-employed Gift Creations gcbasket@willmar.com	235-5831	214-7673 214-7672	President 2002 Interim ED 2003	Yes	7/03	2005 Resigned 2/12/04	

ECONOMIC DEVELOPMENT PARTNERSHIP 5-YEAR PLAN OUTLINE FOR 2003-2008

STRATEGIES

1. **Name Change**
Change name to: d/b/a Economic Development Partnership
2. **High-Impact Office**
Move to high-impact office (include assistant onsite)
3. **Media Blitz**
Create monthly media publicity
4. **Committee and Partner Plan**
Develop written plan for committees and affiliated partners
5. **Economic Development Web Site Toolbox**
Develop and implement an economic development web presentation for Kandiyohi County, which includes a plan for each of the 12 cities wishing to participate

TACTICS

1. **Name Change**
 - a. Signage
 - b. Stationery
 - c. Web site
 - d. Advertisements
 - e. Brochures
2. **High-Impact Office**
 - a. Signage and walk-in presence
 - b. Kandiyohi County economic wall of fame
3. **Media Blitz**
 - a. Newspaper articles monthly
 - b. Willmar Lakes Area Chamber of Commerce one-page column monthly
 - c. Paid advertisements
 - d. 4 business seminars per year
4. **Committee and Partner Plan**
 - a. Marketing and Public Relations
 1. Media
 2. Monthly article
 3. New display booth
 4. Direct mail program
 5. Web page presentation
 - b. Finance/Entrepreneurs' Revolving Loan Fund (ERLF)
Work with a bank partner to followup loans made through Economic Development Partnership (EDP)
 1. Monthly calls (first 3 months)
 2. Quarterly contact

- c. **Business Retention and Expansion/Recruitment (BRE)**
 - 1. Develop and mail an offer to help every business owner in Kandiyohi County increase their business
 - 2. Establish a formal task force for each of the targeted industries currently identified as:
 - A. Airport related
 - B. Value-added ag related
 - C. Medical related
 - D. E-commerce related
 - E. Manufacturing to complement existing county businesses
 - d. **Tourism**
Work with the Willmar Lakes Area Convention and Visitors Bureau to develop a written tourism marketing plan for 2003 and 2004.
 - e. **Toolbox Task Force**
Evaluate and work to improve the 2002 toolbox web site.
 - f. **Willmar Area Development Corporation (WADC)**
Utilize committee to make county and Twin Cities calls to retain current businesses and to attract new businesses.
 - g. **Willmar Lakes Area Chamber of Commerce (WLACC)**
Develop a plan to offer economic development programs help to chamber members.
 - h. **City Plans**
Work with each city to develop a plan to work with the county Economic Development Partnership to present their economic development plan to prospective new companies in the Twin Cities.
5. **Web Site Toolbox Presentation**
Based upon Bruce Maus' presentation from Minnesota Department of Trade & Economic Development Conference titled "The Truth About Site Selection"

Corporation's Top Ten List

- 10. Local Leadership attitude toward project
- 9. Customer perception of area – IMAGE
- 8. Incentives
- 7. Access – Various transportation modes
- 6. Adequacy of infrastructure – water, sewer, telecom, power, gas, etc.
- 5. Speed to Market
- 4. Labor and Quality and Quantity
- 3. Taxation Cost
- 2. Transportation Cost
- 1. Labor Cost

We will insert the economic development list into the www.kandiyohi.com web site under "Economic Development." The site will also include the Twin Cities Business Monthly supplement and links to Kandiyohi County city presentations.

ECONOMIC DIRECTOR NEEDS FOR 2003

1. New office
2. Computer for office
3. Program Approvals 2003
 - a. New office – location/rent/remodel
 - b. Start-up costs for key programs
 1. Direct mail campaign – \$2,500
 2. BRE mailer – \$2,500
 3. Web toolbox – \$2,500
4. Program details desired
 - a. Maximum backgrounding
 - b. Committee recommendations
 - c. Combo as requested

Ch. 127, Art. 12, § 26

83rd LEGISLATURE

Notwithstanding any other law, including any law enacted during the 2003 legislative session whether enacted before or after the enactment of this act, the debt or debt service on bonds issued under this section is excluded from any levy or other taxing limits and is not spending or revenue for purposes of calculating local government aids or local government aids reductions.

EFFECTIVE DATE. This section is effective the day after the governing body of Buffalo and its chief clerical officer timely complete their compliance with Minnesota Statutes, section 645.021, subdivisions 2 and 3.

Sec. 27. CORPORATE STATUS FOR CERTAIN FEDERAL TAX LAW.

For purposes of section 1.103-1 of the federal income tax regulations, Lewis and Clark Rural Water System, Inc. is hereby recognized as a corporation authorized to act on behalf of its members, including its Minnesota member governmental units, to provide drinking water to their communities and to issue debt obligations in its own name on behalf of some or all of its members, provided that Minnesota member governmental units are not liable for the payment of principal or of interest on such obligations.

Sec. 28. NURSING HOME BONDS AUTHORIZED.

Itasca county may issue bonds under Minnesota Statutes, sections 376.55 and 376.56, to finance the construction of a 35-bed nursing home facility to replace an existing 35-bed private facility located in the county. The bonds issued under this section must be payable solely from revenues and may not be general obligations of the county.

EFFECTIVE DATE. This section is effective the day after the governing body of Itasca county and its chief clerical officer timely complete their compliance with Minnesota Statutes, section 645.021, subdivisions 2 and 3.

Sec. 29. VALIDATION OF APPROVAL.

Notwithstanding Minnesota Statutes, section 645.021, subdivision 3, Laws 1980, chapter 569, sections 2 through 8, approved by the board of directors of local government information systems by resolution adopted on July 30, 1980, are effective as of July 1, 1980, and apply to obligations issued by local government information systems after April 1, 2003.

Sec. 30. KANDIYOHI COUNTY AND CITY OF WILLMAR.

Subdivision 1. POWERS. Notwithstanding Minnesota Statutes, sections 469.090 and 469.1082, Kandiyohi county may exercise the powers of a city under Minnesota Statutes, sections 469.090 to 469.107. Kandiyohi county and the city of Willmar may enter into a joint powers agreement under Minnesota Statutes, section 471.59, to jointly or cooperatively exercise any of the powers common to both the county and the city under Minnesota Statutes, sections 469.090 to 469.107, in a manner to be determined by a majority of the Kandiyohi county board and the Willmar city council.

Subd. 2. SPECIAL TAXING DISTRICT. A joint powers entity created under subdivision 1 is a political subdivision of the state and a special taxing district as defined by Minnesota Statutes, section 275.066, clause (24), with the power to adopt and certify a property tax levy to the county auditor. The maximum allowable levy limit for this special taxing district is the same levy limit as provided under Minnesota Statutes, section 469.107, subdivision 1, and, to the extent levied, shall replace the levy authorized under subdivision 1 for Kandiyohi county and the city of Willmar.

Subd. 3. EFFECTIVE DATE; NO LOCAL APPROVAL REQUIRED. This section is effective the day after final enactment.

Sec. 31. MINNEAPOLIS COMMUNITY PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT.

Subdivision 1. Notwithstanding a contrary provision of law, the charter of the city of Minneapolis, or its civil service rules, the city council of the city of Minneapolis may, by ordinance:

(1) establish a department of the city to be designated as the community planning and economic development department, or another name as the city designates by ordinance. The term "the department" as used in sections 31 to 33 means the community planning and economic development department established under this subdivision;

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