



WILLMAR CITY COUNCIL MEETING
MONDAY, APRIL 1, 2024 @ 6:30 PM

BOARD ROOM HEALTH AND HUMAN SERVICES BUILDING
2200 – 23rd STREET NE, WILLMAR MINNESOTA

ALSO AVAILABLE BY ELECTRONIC MEANS FOR REMOTE COUNCIL MEMBERS

AGENDA

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

Approve:

- A. City Council Minutes of March 18, 2024
- B. Planning Commission Minutes of March 20, 2024 _ Draft
- C. Willmar Municipal Utilities Commission Meeting Minutes of March 25, 2024
- D. Parks and Recreation Board Meeting Minutes of December 20, 2023
- E. Parks and Recreation Board Meeting Minutes of January 17, 2024
- F. Accounts Payable, 3-14-24 - 3-26-24
- G. Willmar Sertoma Club Lawful Gambling Application
- H. Fuel Card Reader Airport State Grant
- I. Reschedule Bethesda Conduit Financing Public Hearing
- J. Resolutions approving Memorandum of Agreements between the City of Willmar and Law Enforcement Services

Information:

7. Approve Consent Agenda Items
8. Items Removed from Consent Agenda
9. Open Forum (Individuals Limited to Three (3) Minutes)
10. Public Hearing:
 - A. Consideration to Approve the Purchase Agreement; an Ordinance Authorizing the Sale of Parcel: 95-872-1160 to Jennie-O Turkey Store, Inc.

- B. Approve authorizing the Ordinance for City Land sale in the 4th Addition of the Willmar Industrial Park for Dooley's Petroleum Expansion Project

11. Regular Business

- A. Outdoor Ice Rink request
- B. Mayor's Community Center Task Force Report
- C. Project No. 2401-A Bid Award & As-Bid Budget
- D. Project No. 2401-B Bid Award & As-Bid Budget
- E. Review of the 2022-2023 Willmar Police Department Body Worn Camera (BWC) Audit
- F. City of Willmar's Safety Action Plan
- G. Introduction of an Ordinance Authorizing Sale of Land CURA

12. "Community Pride" Announcements

13. Closed Session

- A. Close session pursuant to MN Stat 13d.05, subd. 3(c) parcels 95-003-4820, 95-003-4830, 95-003-4940

14. Adjourn

WILLMAR CITY COUNCIL PROCEEDINGS
BOARD ROOM HEALTH AND HUMAN SERVICES
BUILDING 2200 – 23rd STREET NE, WILLMAR
MINNESOTA
ALSO AVAILABLE BY ELECTRONIC MEANS FOR
REMOTE COUNCIL MEMBERS

March 18, 2024
6:30 PM

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

Also present were City Administrator Leslie Valiant, City Operations Director Kyle Box, Police Chief Jim Felt, Finance Director Tom Odens, Planning and Development Director Christopher Corbett, Public Works Director Justin Deleeuw, Environmental Specialist Sara Sietsema, Director of Community Growth Pablo Obregon, City Engineer Jared Voge, City Clerk Vernae Larsen, and City Attorney Robert Scott.

There were no additions or deletions to the agenda.

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

Following discussion, **Proposed Additions or Deletions to Agenda** was introduced by Council Member Ask. Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Ayes	Council Member Ask, Council Member Nelsen, Council Member Davis, Council Member Shuldes, Council Member Fagerlie, Council Member Asmus, Council Member Butterfield, Council Member O'Brien
Noes	None

City Clerk Larsen reviewed the consent agenda.

Approve:

- A. City Council Minutes of March 4, 2024
- B. City Council Minutes - Special Session of March 11, 2024
- C. Rice Board Meeting Minutes of March 6th, 2024
- D. Planning Commission Minutes of March 6th, 2024 Draft
- E. Planning Commission Work Session Minutes of March 13, 2024 DRAFT
- F. Final Plat Parcel # 95-570-0930
- G. Willmar Municipal Utilities Commission Meeting Minutes of March 11, 2024
- H. **Resolution No. 2024-030 Plans & Specs & Advertise for Bids: Project No. 2408**

Sealcoating

I. **Resolution No. 2024-031 Awarding the 17th & Ella Lift Station Repairs Project to Electric Pump in the Amount of \$53,440.80.**

J. Accounts Payable Report, 2-28-24 - 3-14-24

Information:

K. Willmar Municipal Utilities Financial Report for January 2024

L. February 2024 Permit Report

M. Director Reports

Council Member Ask offered to **Approve Consent Agenda Items**. Council Member Nelsen seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Ayes Council Member Ask, Council Member Nelsen, Council Member Davis, Council Member Shuldes, Council Member Fagerlie, Council Member Asmus, Council Member Butterfield, Council Member O'Brien

Noes None

Open Forum: Addressing the council regarding the land sale to CURA was Jay Lawton. Also speaking to the Council regarding the land sale to CURA was Joe Ridler.

Public Hearing:

A. A Public Hearing was held to discuss an Ordinance Amending Chapter 3, Alcoholic Beverages. The Hearing opened at 7:01 p.m. The hearing closed at 7:02 p.m.

A motion to approve **Ordinance No. 1520, Amending Chapter 3, Alcoholic Beverages**, was introduced by Council Member Shuldes. Council Member Fagerlie seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Ayes Council Member Ask, Council Member Nelsen, Council Member Davis, Council Member Shuldes, Council Member Fagerlie, Council Member Asmus, Council Member Butterfield, Council Member O'Brien

Noes None

B. A Public Hearing was held to Consider an Ordinance to Rezone Parcel: 95-923-8320; Ward 4. The Hearing opened at 7:08 p.m. and closed at 7:09 p.m.

Council Member Nelsen motioned to approve **Ordinance No. 1521 to Rezone Parcel: 95-923-8320; Ward 4**. Council Member Ask seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Ayes Council Member Ask, Council Member Nelsen, Council Member Davis, Council Member Shuldes, Council Member Fagerlie, Council Member Asmus, Council Member Butterfield, Council Member O'Brien

Noes None

Regular Business:

A. Introduction of an Ordinance Authorizing the Sale of Parcel: 95-872-1160 to Jennie-O Turkey Store, Inc. and Set a Public Hearing Date.

Following discussion, a motion to **Introduce an Ordinance Authorizing the Sale of Parcel: 95-872-1160 to Jennie-O Turkey Store, Inc. and Set a Public Hearing Date** was introduced by Council Member Fagerlie. Council Member Shuldes seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Ayes Council Member Ask, Council Member Nelsen, Council Member Davis, Council Member Shuldes, Council Member Fagerlie, Council Member Asmus, Council Member Butterfield, Council Member O'Brien
Noes None

Council Member Fagerlie made a motion to authorize the publication of the ordinance by summary and was seconded by Council Member Butterfield. The motion passed on a roll call vote of Ayes 8, Noes 0.

Ayes Council Member Ask, Council Member Nelsen, Council Member Davis, Council Member Shuldes, Council Member Fagerlie, Council Member Asmus, Council Member Butterfield, Council Member O'Brien
Noes None

B. Approval of Purchase Agreement, Introduce an Ordinance, and Call for a Public Hearing for City Land in the 4th Addition of the Willmar Industrial Park for Dooley's Petroleum Expansion Project.

Aaron Backman, Economic Development Executive Director, introduced the recommended action to approve the Purchase Agreement, Introduce an Ordinance, and call for a Public Hearing for City Land in the 4th Addition of the Willmar Industrial Park for Dooley's Petroleum Expansion Project.

Following discussion, a motion to approve **Resolution No. 2024-032 Approving the Purchase Agreement for Dooley's Petroleum Expansion Project** was introduced by Council Member O'Brien. Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Ayes Council Member Ask, Council Member Nelsen, Council Member Davis, Council Member Shuldes, Council Member Fagerlie, Council Member Asmus, Council Member Butterfield, Council Member O'Brien
Noes None

A motion was then made by Council Member Shuldes to introduce an ordinance authorizing the sale of 5.52 acres of land in the Willmar Industrial Park 4th Addition and set a public hearing on the ordinance to be held on April 1st at 6:30 p.m. Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Ayes Council Member Ask, Council Member Nelsen, Council Member Davis, Council Member Shuldes, Council Member Fagerlie, Council Member Asmus, Council Member Butterfield, Council Member O'Brien
Noes None

Council Member Fagerlie made a motion to authorize the publication of the ordinance by summary and was seconded by Council Member Davis. The motion passed on a roll call vote of Ayes 8, Noes 0.

Ayes Council Member Ask, Council Member Nelsen, Council Member Davis, Council Member Shuldes, Council Member Fagerlie, Council Member Asmus, Council Member Butterfield, Council Member O'Brien
Noes None

C. Project No. 2310-A Bid Award: Eagle Lake Lift Stations 7, 8 & 9

City Engineer Jared Voge introduced the recommended action to adopt the resolution awarding Project No. 2310-A, Eagle Lake Lift Stations 7, 8, & 9 to Tom's Backhoe Service, Inc. in the amount of \$1,909,332; adopt resolution approving the as-bid budget for Project No. 2310-A in the amount of \$2,405,799 and adopt the resolution approving Amendment No. 1 to the Eagle Lake Lift Stations 7,8, & 9 Professional Services Agreement with Bolton and Menk, Inc. in the increased amount of \$157,200.

Following discussion, a motion to approve **Resolution No. 2024-033, Awarding Project No. 2310-A to Tom's Backhoe Service Inc. in the amount of \$1,909,332**, was introduced by Council Member Fagerlie. Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Ayes Council Member Ask, Council Member Nelsen, Council Member Davis, Council Member Shuldes, Council Member Fagerlie, Council Member Asmus, Council Member Butterfield, Council Member O'Brien
Noes None

A motion to approve **Resolution No. 2024-034 Approving the As-Bid Budget for Project No. 2310-A in the amount of \$2,4005,799** was introduced by Council Member Fagerlie. Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Ayes Council Member Ask, Council Member Nelsen, Council Member Davis, Council Member Shuldes, Council Member Fagerlie, Council Member Asmus, Council Member Butterfield, Council Member O'Brien
Noes None

A motion to approve **Resolution No. 2024-35, Reappropriating Funds from Iverson Park Lift Station Project to Project No. 2310-A in the amount of \$255,799**, was introduced by Council Member Ask and seconded by Council Member Nelsen. Motion carried on a roll call vote of Ayes 8, Noes 0.

Ayes Council Member Ask, Council Member Nelsen, Council Member Davis, Council Member Shuldes, Council Member Fagerlie, Council Member Asmus, Council Member Butterfield, Council Member O'Brien
Noes None

Council Member Fagerlie made a motion to approve **Resolution No. 2024-036 Authorizing Amendment No. 1 for Professional Services Agreement with Bolton & Menk, Inc. for Project No. 2310-A** and was seconded by Council Member Nelsen. Motion carried on a roll call vote of Ayes 8, Noes 0.

Ayes Council Member Ask, Council Member Nelsen, Council Member Davis, Council Member Shuldes, Council Member Fagerlie, Council Member Asmus, Council Member Butterfield, Council Member O'Brien
Noes None

D. Project No. 2404-A Thompson Parking Lot & Ella Ave Path Bid Award

City Engineer Jared Voge introduced the recommended action to adopt a resolution awarding Project No. 2404-A to Joe Riley Construction in the amount of \$138,036.10. He also introduced the recommended action to adopt a resolution to approve the As-Bid Budget for Project No. 2404-A in the amount of \$172,838.

Following discussion, a motion to approve **Resolution No. 2024-037 Awarding Project No. 2404-A to Joe Riley construction in the Amount of \$138,036.10** was introduced by Council Member Ask. Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Ayes Council Member Ask, Council Member Nelsen, Council Member Davis, Council Member Shuldes, Council Member Fagerlie, Council Member Asmus, Council Member Butterfield, Council Member O'Brien
Noes None

Council Member Nelsen then brought a motion to approve **Resolution No. 2024-038, Approving the As-Bid Budget for Project No. 2404-A in the amount of \$172,838**. The motion was seconded by Council Member Fagerlie and carried on a roll call vote of Ayes 8, Noes 0.

Ayes Council Member Ask, Council Member Nelsen, Council Member Davis, Council Member Shuldes, Council Member Fagerlie, Council Member Asmus, Council Member Butterfield, Council Member O'Brien
Noes None

E. Liquor License Renewals

City Clerk Vernae Larsen introduced the recommended action for the Council to approve the Liquor License Renewal Applications from April 25, 2024, to April 25, 2025.

Following discussion, a motion to approve the **Liquor License Renewals** was introduced by Council Member Fagerlie. Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Ayes Council Member Ask, Council Member Nelsen, Council Member Davis, Council Member Shuldes, Council Member Fagerlie, Council Member Asmus, Council Member Butterfield, Council Member O'Brien
Noes None

F. Civic Center Arena Special Event by On-Sale Liquor License Holder Permit—Green Mill Willmar

City Clerk Vernae Larsen introduced the recommended action for the Council to approve the Civic Center Arena Special Event by On-Sale Liquor License Holder Permit – Green Mill Willmar.

Following discussion, a motion to approve **Civic Center Arena Special Event by On-Sale Liquor License Holder Permit— Green Mill Willmar** was introduced by Council Member Fagerlie. Council Member Nelsen seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Ayes Council Member Ask, Council Member Nelsen, Council Member Davis, Council Member Shuldes, Council Member Fagerlie, Council Member Asmus, Council Member Butterfield, Council Member O'Brien

Noes None

At 7:52 p.m., Council Member Ask motioned to **Adjourn**. Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Ayes Council Member Ask, Council Member Nelsen, Council Member Davis, Council Member Shuldes, Council Member Fagerlie, Council Member Asmus, Council Member Butterfield, Council Member O'Brien

Noes None

MAYOR

Attest:

CITY CLERK

RESOLUTION NO. 2024-030

A RESOLUTION APPROVING FINAL PLANS AND SPECIFICATIONS AND AUTHORIZING PUBLICATION OF THE ADVERTISEMENT FOR BIDS FOR PROJECT NO 2408.

Motion By: Ask Second By: Nelsen

WHEREAS the City Engineer of the City of Willmar has presented to the City Council plans and specifications for Project No. 2408 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 March, 2024

/S/Douglas E. Reese
Mayor

Attest:

/S/Vernae Larsen
City Clerk

Resolution No. 2024-031

A RESOLUTION AWARDING THE 17TH & ELLA LIFT STATION REPAIRS PROJECT TO ELECTRIC PUMP IN THE AMOUNT OF \$53,440.80.

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 quote of Electric Pump of New Prague, MN for the 17th & Ella Lift Station Repair Project 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 quote for the terms and consideration of the contract in the amount of \$53,440.80.

Dated this 18th day of March, 2024

/S/Douglas E. Reese
Mayor

Attest:

/S/Vernae Larsen
City Clerk

Resolution No. 2024-032

A RESOLUTION APPROVING THE COMMERCIAL PROPERTY PURCHASE AGREEMENT WITH DOOLEY'S PETROLEUM, INC.

Motion By: O'Brien Second By: Davis

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota that the Commercial Property Purchase Agreement with Dooley's Petroleum, Inc. is accepted and approved, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to execute a version thereof that is substantially consistent with the version appended to this resolution.

Dated this 18th day of March, 2024

/S/Douglas E. Reese
Mayor

Attest:

/S/Vernae Larsen
City Clerk

Resolution No. 2024-033

A RESOLUTION AWARDING PROJECT NO. 2310-A TO TOM'S BACKHOE SERVICE INC. IN THE AMOUNT OF \$1,909,332.

Motion By: Fagerlie

Second By: Butterfield

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the bid of Tom's Backhoe Service Inc. of Brainerd, MN for Project No. 2310-A Eagle Lake Lift Station 7, 8 & 9 is accepted, and be it further resolved that the Mayor and City Clerk 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 \$1,909,332.

Dated this 18th day of March, 2024

/S/Douglas E. Reese

Mayor

Attest:

/S/Vernae Larsen

City Clerk

**RESOLUTION NO. 2024-034
PROJECT NO. 2310-A AS-BID BUDGET
TOTAL COST \$2,405,799**

*Budget Amounts are Essential

Motion By: Fagerlie

Second By: Butterfield

Code

PERSONNEL SERVICES

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

\$0.00

RECEIVABLES

Assessments Prop Owners \$0
Community Investment/Levy \$0
MSA \$0
MUC \$0
WTP \$2,405,799
LOST \$0

TOTAL

\$2,405,799

SUPPLIES

20* Office Supplies
21* Small Tools
22* Motor Fuels & Lubricants
23* Postage

FINANCING

GENERAL \$0
LOST \$0
MSA \$0

24	Mtce. of Equipment	WTP	\$2,405,799
25	Mtce. of Structures	MUC	\$0
26	Mtce. of Other Improvements		
27	Subsistence of Persons	TOTAL	\$2,405,799
28	Cleaning & Waste Removal		
29*	General Supplies	GRAND TOTAL	\$2,405,799
	TOTAL	\$0.00	

Dated this 18th day of March, 2024

OTHER SERVICES

33*	Travel-Conf.-Schools		
34	Mtce. of Equipment	<u>/S/Douglas E. Reese</u>	
35	Mtce. of Structures	Mayor	
36*	Mtce. of Other Impr.	\$1,909,332	
37	Subsistence of Persons	Attest:	
38	Cleaning & Waste Removal		
39*	Other Services	\$95,467	
	TOTAL	\$2,004,799	<u>/S/Vernae Larsen</u>
			City Clerk

OTHER CHARGES

46*	Prof. Serv.	\$401,000
48	Admin OH (Transfer)	
	TOTAL	\$401,000
	GRAND TOTAL	\$2,405,799

Resolution No. 2024-035

REAPPROPRIATING FUNDS FROM IVERSON PARK LIFT STATION PROEJCT TO PROJECT NO. 2310-A IN THE AMOUNT OF \$255,799.

Motion By: Ask Second By: Nelsen

BE IT RESOLVED by the City Council of the City of Willmar, to re-appropriate \$255,799 from the Iverson Park Lift Station project to Project No. 2310-A Eagle Lake Lift Station 7, 8 & 9.

BE IT FURTHER RESOLVED by the City Council of the City of Willmar to authorize the Finance Director to amend the Capital Improvement Fund Budget as follows:

Decrease:	Iverson Park Lift Station Project amount. \$255,799
Increase:	Project No. 2310-A Eagle Lake Lift Station 7, 8 & 9 amount, \$255,799

Dated this 18th day of March, 2024

/S/Douglas E. Reese
Mayor

Attest:

_____/S/Vernae Larsen_____
City Clerk

Resolution No. 2024-036

**A RESOLUTION AUTHROIZING AMENDMENT NO. 1 WITH THE PROFESSIONAL SERVICES AGREEMENT WITH
BOLTON & MENK, INC. FOR PROJECT NO. 2310-A.**

Motion By: _____ Fagerlie _____ Second By: _____ Nelsen _____

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an amendment to the professional services contract between the City of Willmar and Bolton and Menk, Inc. for Project No. 2310-A Eagle Lake Lift Stations 7, 8 & 9. The amendment increases the contract amount by \$157,200.

Dated this 18th day of March, 2024

_____/S/Douglas E. Reese_____
Mayor

Attest:

_____/S/Leslie Valiant_____
City Administrator

Resolution No. 2024-037

**A RESOLUTION AWARDDING PROJECT NO. 2404-A TO JOE RILEY CONSTRUCTION IN THE AMOUNT OF
\$138,036.10.**

Motion By: _____ Ask _____ Second By: _____ Davis _____

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the bid of Joe Riley Construction of Morris, MN for Project No. 2404-A is accepted, and be it further resolved that the Mayor and City Clerk 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 \$138,036.10.

Dated this 18th day of March, 2024

_____/S/Douglas E. Reese_____
Mayor

Attest:

_____/S/Vernae Larsen_____
City Clerk

RESOLUTION NO. 2024-038
PROJECT NO. 2404-A AS-BID BUDGET
TOTAL COST \$172,838

*Budget Amounts are Essential

Motion By: Nelsen

Second By: Fagerlie

Code

PERSONNEL SERVICES

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

RECEIVABLES

Assessments Prop Owners \$0
Community Investment/Levy \$172,838
MSA \$0
MUC \$0
WTP \$0
LOST \$0

TOTAL **\$**

SUPPLIES

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

FINANCING

GENERAL \$172,838
LOST \$0
MSA \$0
WTP \$0
MUC \$0

TOTAL **\$172,838**

GRAND TOTAL **\$172,838**

Dated this 18th day of March, 2024

OTHER SERVICES

33* Travel-Conf.-Schools
34 Mtce. of Equipment
35 Mtce. of Structures
36* Mtce. of Other Impr. \$138,036
37 Subsistence of Persons
38 Cleaning & Waste Removal
39* Other Services \$6,902
TOTAL **\$144,938**

/S/Douglas E. Reese
Mayor

Attest:

/S/Vernae Larsen
City Clerk

OTHER CHARGES

46* Prof. Serv. \$27,900
48 Admin OH (Transfer)
TOTAL **\$27,900**
GRAND TOTAL **\$172,838**

**WILLMAR PLANNING COMMISSION
WEDNESDAY, MARCH 20, 2024
333 6TH STREET SW, CONFERENCE ROOM 1**

MINUTES

The Willmar Planning Commission met on Wednesday, March 20, 2024, at 6:30pm at City Hall.

Members Present: Steve Dresler; Christopher Buzzeo; Chairman Jonathan Marchand; Yvon Fils-Aime; Gary Newberg; and Stacy Holwerda.

Members Absent: Fernando Cano; Kelsey Vosika; and Bob Poe.

Others Present: Matt Schrupp (Jennie-O); Aaron Backman (EDC); Tom Opatz (CURA); John Harren (WMU); Jennifer Kotila (West Central Tribune); Hans and Victoria Hibma (Rendezvous, LLC); Aaron Larson (Resident).

1. Chairman Marchand called for order at 6:31 PM.
2. Roll Call.
3. Additions/Deletions: Chairman Marchand opened the floor for any proposed additions or deletions to the agenda. Commissioner Buzzeo proposed an addition prior to beginning of regular business to address a prior discussion regarding decorum. Planner Frank informed the commission about Rockstep's request for a continuance to further meet with city staff. After discussion, a motion was made by Commissioner Buzzeo, seconded by Commissioner Fils-Aime, and approved to continue the item to the next Planning Commission meeting.
4. Chairman Marchand asked if there were any questions regarding the minutes from March 6, 2024. Commissioner Holwerda motioned to approve the minutes and Commissioner Newberg seconded. All voted in favor. The motion was approved.
5. General Public Testimony: Resident Aaron Larson appeared for comment on the CURA agenda item, but refrained from comment once it was clarified that there would be an official public hearing at city council on the matter.

6. REGULAR BUSINESS

Commissioner Buzzeo began by addressing previous comments made outside of the meeting regarding planning commission business, clarifying they were personal and not representing the commission.

a. JENNIE-O TURKEY STORE (JOTS) – CITY OF WILLMAR REAL PROPERTY TRANSACTION REVIEW

Director Corbett provided details for a purchase agreement of city-owned property to Jennie-O Turkey Store. Matt Schrupp from Jennie-O Turkey Store explained the intention behind the purchase for potential future expansion.

Commissioners engaged in a discussion regarding zoning, future plans, and utility upgrades associated with the property. Questions were raised about the timeline for development and the potential impact on utilities.

Motion to approve the purchase agreement was made by Commissioner Newberg, seconded by Commissioner Fils-Aime, and approved unanimously.

b. CURA – CITY OF WILLMAR: REAL PROPERTY TRANSACTION REVIEW

Chairman Marchand reopened the discussion on agenda item 6.1.2. by way of voice vote to bring back the previously tabled discussion. Director Corbett provided an overview of the proposed real property transaction involving a 5.54-acre parcel of South Swansson Field. Aaron Backman, Executive Director of EDC, and Tom Opatz, President of Cura, presented details of the purchase agreement, highlighting the sale of 5.54 acres, the great need for senior housing, the greater need for affordable senior housing, how the synergy next door to the existing Rice Care Facility is the unique characteristic that allows for this proposal to provide the affordable aspect of the proposed housing, and the contingency of CURA partnering with the City to carry 60% of the future stormwater project in the area.

John Harren appeared on behalf of Willmar Municipal Utilities in opposition to the project in order to not jeopardize the city's important water well fields, to describe said well fields, and detail the Utilities fear of contamination and well interference on the site.

Discussion revolved around the proposed purchase agreement, development agreement, and concerns raised by the utility representative regarding infrastructure and well fields.

Mayor Reese emphasized the importance of addressing housing needs for seniors in the community and urged collaboration with the utility representative to resolve concerns.

Commissioner Buzzeo inquired about Willmar Municipal Utilities' support for the project, expressing concern over insufficient information.

John Harren clarified that while they support the project, they lack adequate data to back the land sale due to infrastructure concerns.

The meeting delved into the complexities of water wells, setback requirements, and stormwater management. Concerns were raised about potential conflicts between the proposed development and utility needs.

Commissioner Dresler moved to approve the sale with conditions, seconded by Commissioner Buzzeo. A split vote ensued, and the matter was not approved. The matter will be forwarded to the City Council for possible approval.

The chairman concluded by acknowledging the challenging nature of the decision and thanked all participants for their valuable input.

c. RENDEZVOUS, LLC CONDITIONAL USE PERMIT

Planner Frank introduced the project for a conditional use permit for Rendezvous LLC, a restaurant and bar with axe throwing, located at 916 Litchfield Avenue Southwest. Mr. Hibma provided additional details on the establishment's plans.

Discussion ensued regarding the capacity, staffing, parking, and concerns raised by the fire department regarding safety measures.

Planner Frank noted initial departmental responses and plans for further review and public hearing at the next meeting.

Commissioners expressed satisfaction with the presentation and agreed to review the provided documents before the next meeting.

7. DIRECTOR'S REPORT

Director Corbett thanked commissioners for their commitment and highlighted upcoming projects, including the comprehensive plan and safety initiatives.

Commissioners appreciated the recent work session and requested access to the recorded session for review.

8. MISCELLANEOUS

Commissioners did not have any additional topics to discuss.

9. ADJOURN

Commissioner Dresler motioned to adjourn at 8:11 PM. It was seconded by Commissioner Fils-Aime. All members present voted affirmatively, and the motion carried. With no further business, the meeting was adjourned.



WILLMAR MUNICIPAL UTILITIES COMMISSION

Meeting Minutes – March 25, 2024

11:45 am – WMU Auditorium

The Municipal Utilities Commission (MUC) met in its regular scheduled meeting on Monday, March 25, 2024, at 11:45 am in the WMU Auditorium with the following Commissioners present: Shawn Mueske, Dave Baumgart, Terrill Sieck, Carol Laumer, and Bruce DeBlieck. Absent were Commissioners John Kennedy and Patricia Elizondo.

Others present at the meeting were: General Manager John Harren, Director of Administration Janell Johnson, Finance & Office Services Supervisor Andrea Prekker, Staff Electrical Engineer Jeron Smith, Information Systems Supervisor Mike Sangren, Executive Secretary Beth Mattheisen, City Councilman Michael O'Brien, City Attorney Robert Scott (via teleconference), Mayor Doug Reese, City Administrator Leslie Valiant, Planning & Development Director Christopher Corbett, and WC Tribune Journalist Jennifer Kotila.

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

RESOLUTION NO. 11

"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 March 11, 2024, MUC Meeting; and,
- ❖ Bills represented by vouchers No. 20240328 to No. 20240404 and associated wire transfers inclusive in the amount of \$2,258,013.65.

Dated this 25th day of March 2024.

President

Attest:

Secretary

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

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

Staff Electrical Engineer Smith informed the Commission that on March 11th bids were opened for the Furnishing of Diesel Generating Equipment. The initial bid received from Ziegler Inc. was for four new diesel generators, each installed in metal enclosures with a base bid price of \$11,356,796.00. With this bid, optional pricing was also offered for several add-on items (extended warranty, exhaust silencer, etc.). These options could be added later if needed. Following review by DGR Engineering (consultant), it was the recommendation of DGR and staff to award the bid to Ziegler Inc. for their base bid option in the amount of \$11,356,796.00. Following discussion, Commissioner Laumer offered a resolution to award the bid for the furnishing of four new diesel generators to Ziegler Inc. for the base bid of \$11,356,796.00. Commissioner Sieck seconded.

RESOLUTION NO. 12

"BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the bid for the Furnishing of Diesel Generating Equipment (four new gensets with related equipment and testing) be awarded to Ziegler Power Systems Inc. of Bloomington, Minnesota, for the base bid price of \$11,356,796.00."

Dated this 25th day of March 2024.

President

Attest:

Secretary

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

General Manager Harren shared with the Commission a recap of recent developments along with associated data relating to the SW Wellfield area (North Swansson Field). The four items presented were all sent to the City of Willmar on Friday, March 15th. The first item reviewed was a draft Joint Use Agreement between Willmar Municipal Utilities, Willmar Parks and Recreation Department, and the City of Willmar. This mutual agreement is being created to reflect the sharing of Swansson Field South by the three entities.

The next item reviewed was a memorandum received from WMU's wellhead protection/water supply consultants at Carlson McCain, Inc. This memo presented the potential impacts to water quality at the SW Wellfield from development in the area along with the challenges in preserving future well sites during development of the wellfield property for other uses.

A map was next discussed which illustrates current and proposed well locations along with the Willmar Avenue water main casing previously installed. This exhibit showed well site locations with the required distances as mandated by the MN Department of Health (minimum of 200-foot isolation distance).

The fourth item presented by General Manager Harren was the City of Willmar's Emergency Response Zone for the Minnesota Wellhead Protection Program. This program is crucial to safeguard the quality of drinking water in our community. It protects the areas surrounding public water supply wells or well fields that supply a public water system, where contaminants can move toward or reach the well or well field.

General Manager Harren further recapped recent meeting activities of both the City Council and City Planning Commission. Staff from both WMU and the City are scheduled to meet on Thurs., March 28th at 3:00 pm to further discuss options for consideration including the proposed Joint Use Agreement. In conjunction with the discussion, Councilman O'Brien expressed his concerns with protecting the current aquifer areas to safeguard Willmar's ground water resources. Commissioner Mueske also noted the City has expressed their interest in protecting the community's water supply. Additional discussions and updates will be forthcoming.

American Public Power Association (APPA) has a new 15-part on-demand training course entitled "*Public Power Governance Essentials*". This series offers a convenient way to get "up-to-speed" on governance requirements, such as complying with charters/bylaws, reporting conflicts of interest, understanding duties and legal obligations, and facilitating an effective board meeting. At this time, two informational training videos were presented (Lesson #5: "*Conflicts of Interest*" and Lesson #6: "*Conflicts of Interest Scenarios*").

As a member of Missouri River Energy Services (MRES), WMU is provided a monthly update of the MRES and Western Minnesota Municipal Power Agency (WMMPA) Boards of Directors meeting. The January 2024 monthly update provided a brief overview of the topics discussed by the Boards and the actions taken.

As a Board Member of the Minnesota Municipal Utilities Association (MMUA), Commissioner DeBlieck informed the Commission that due to the inclement weather forecast, the 2024 MMUA Legislative Conference scheduled for March 26-27 has been cancelled. Currently, virtual meetings are being scheduled to review/discuss legislative issues.

General Manager Harren informed the Commission that meetings of both the WMU Planning and Labor Committees would be forthcoming. Tentative future Labor Committee agenda item(s) will include new building land acquisition, Strategic Plan update, and MUC Self-Survey. Tentative future Planning Committee agenda items will include new building, new generation, and transmission projects.

Upcoming 2024 events to note:

- MRES Annual Meeting (Sioux Falls., SD): May 8-9
- APPA National Conference (San Diego, CA): June 7-12
- MMUA Summer Conference (Fargo, ND): August 19-21

There being no further business to come before the Commission, Commissioner DeBlieck offered a motion to adjourn. Commissioner Baumgart seconded the motion which carried by a vote of five ayes and zero nays, and the meeting was adjourned at 12:35 pm.

Respectfully Submitted,

WILLMAR MUNICIPAL UTILITIES

Beth Mattheisen, Executive Secretary

ATTEST:

Dave Baumgart, Secretary



WILLMAR MUNICIPAL UTILITIES
MUC Planning Committee Meeting Minutes
Monday, March 18, 2024
12:00 pm (WMU Conference Room)

Attendees: Commissioners Terry Sieck, Dave Baumgart & John Kennedy, General Manager John Harren, Director of Administration Janell Johnson, Staff Electrical Engineer Jeron Smith, Facilities & Maintenance Supervisor Kevin Marti, and Executive Secretary Beth Mattheisen.

Commissioner Sieck called the meeting to order at 12:00 pm. The first order of business was to establish the 2024 Chair and Vice Chair positions for the WMU Planning Committee. Commissioner Baumgart nominated Commissioner Kennedy to serve as Chair for the Planning Committee for 2024. Commissioner Sieck seconded the motion which carried by a vote of three ayes and zero nays. Commissioner Kennedy next nominated Commissioner Sieck to serve as Vice Chair for the Planning Committee for 2024. Commissioner Baumgart seconded the motion which carried by a vote of three ayes and zero nays.

Following the appointments, PC Chair Kennedy proceeded to lead discussion with the Committee on the agenda topics as presented.

1. Diesel Generation Project: (Staff Electrical Engineer Jeron Smith)

Staff Electrical Engineer Smith provided information on the proposed project to install four new 2,725 kW diesel gensets in metal enclosures. The cost of the project is currently estimated at \$17.1M, and the site location of the proposed units would be on the former Power Plant site. One bid was submitted by Ziegler CAT for the furnishing of four diesel gensets and associated equipment as specified.

Options for financing of the project based on cashflow and projections were discussed. One option was a 25-year bond that would be secured in mid-year of 2026 (estimated time frame). It was further noted that regarding financing, it is anticipated that the impact of this project on WMU rates would be relatively low.

Another factor addressed was the MN 2040 Carbon Free Law mandate. This current mandate stipulates 100% of electricity generated or procured for use in Minnesota must be from carbon-free resources by 2040. WMU applied for the air permit and was issued a perpetual permit by MPCA for the new units.

The current diesel generators owned by WMU are now 25 years old. These generators continue to be maintained and tested as required and have low hours of use on the units. The inclusion of the new gensets would support the continued availability of reliable power supply to meet the needs of our community in the future.

Recommendation:

Following review and discussion, it was a consensus of the WMU Planning Committee to recommend approval of the bid to Ziegler-CAT for the diesel generating equipment contingent upon project engineer DGR's recommendation. This recommendation will be presented to the Commission for approval at their March 25th meeting (Commissioners will have the opportunity to discuss the project more extensively during the meeting).

2. Physical security update: (Staff Electrical Engineer Jeron Smith)

At the February 12th MUC meeting, Commissioner Laumer recapped her recent attendance at the *MMUA Security Threats & Preparation Workshop*. Following the recap, it was a request of the Commission for an updated of physical security measures in place at WMU's facilities. Staff Electrical Engineer Smith provided an update including monitoring, response process, data sharing services, and additional steps to secure physical security. While particulars are confidential, it was noted that WMU staff has engaged local law enforcement to provide additional security measures as determined. These factors are also in collaboration with annual cybersecurity testing which is ongoing.

3. SW Wellfield Development Activities (General Manager John Harren)

General Manager Harren provided an update of recent activities and data relating to the SW Wellfield area (South Swansson Field). Well options including requirements and mandates were reviewed. The following information was reviewed and discussed:

- a. Joint Use Agreement between WMU and the City (draft)
- b. Memo from the consulting firm of Carlson McCain
- c. Proposed map of well locations including Willmar Ave. water main casing in place
- d. Emergency Response Zone map

This information was submitted to the City on Friday, March 15th (to date, no response has been received).

Recommendation:

Following review and discussion, it was a consensus of the WMU Planning Committee to share the presented data (4) with the full Commission at the March 25th MUC meeting.

4. Adjournment:

There being no further business to come before the WMU Planning Committee, Commissioner Baumgart offered a motion to adjourn. Commissioner Sieck seconded the motion which carried by a vote of three ayes and zero nays, and the meeting was adjourned at 1:05 pm.

PARKS AND RECREATION BOARD
December 20, 2023 1:30PM
Community Room-Willmar Civic Center

Members Present: Kent Skoglund, Jim Anderson, Chloe Quinn
Al Setrum, Steve Tammen, Rand Middleton

Staff Present: Rob Baumgarn, Rachel Centellas, Curt Hein, Devin Hatch
Anita Nelson, Ryan Scheffler

Kent called the meeting to order and took roll call. He asked for any additions or deletions to the agenda, there were none.

Jim made a motion to approve the November meeting minutes, Chloe seconded. All were in favor. Motion to approve the November meeting minutes is approved.

There were no public comments.

The first topic on the agenda was the DNR grant opportunities. Rob discussed the different grants that he is hoping to apply for in 2024. Including an outdoor recreation grant for \$75,000, but a project would need to be determined before applying for the grant. Rob would like the board to start coming up with project ideas.

Rob gave an update on the Invest in Willmar contingency report. Robbins Island is closed with some money left over. He discussed options for the leftover money in the Robbins Island budget. The Recreation Fields is closed out and has \$284,803.87 left. Swansson Fields is closed and has \$34,428.87 left. The Events & Recreation Center has \$978,708.50 left in the budget. Rob said to construct an outdoor covered ice rink it would be approximately \$1.4-1.6 million. Discussion was had on what to do with the remaining dollars in the budgets. Motion by Anderson, seconded by Setrum; it is the recommendation of the Willmar Parks and Recreation Board to the City of Willmar City Council that the remaining contingency dollars from the Recreation Fields, Robbins Island, Swansson Fields, and the Events and Recreation Center project would be re-allocated to the construction of the outdoor covered rink ice. All were in favor, motion approved.

Next topic of discussion was the 2024 CIP projects. The Civic Center Roof replacement project, snow guards, DOAC storage shed, umbrella replacement covers, playground equipment, bike trails, and pickleball resurfacing are all set to be worked on in 2024.

New members of the board will be Doug Doering and Jeff Newberg as it is Jim Anderson and Rand Middleton's last board meeting.

There were no board announcements.

Jim made a motion to adjourn the meeting, Rand seconded. All were in favor. Meeting adjourned.

PARKS AND RECREATION BOARD
January 17, 2024 1:30PM
Community Room-Willmar Civic Center

Members Present: Kent Skoglund, Doug Doering, Chloe Quinn
Al Setrum, Steve Tammen, Jeff Newberg, Alissa Norsten

Staff Present: Rob Baumgarn, Rachel Centellas, Curt Hein, Britta Diem

Kent called the meeting to order and took roll call. He asked for any additions or deletions to the agenda, there were none.

Alissa made a motion to approve the December meeting minutes, Chloe seconded. All were in favor. Motion to approve the December meeting minutes is approved.

There were no public comments.

The board was introduced to the two new board members, Doug Doering and Jeff Newberg. Both gave a short introduction of themselves to the group.

The first topic of discussion was the board's terms. Rob explained each person's term and made sure their dates were accurate.

The next topic of discussion was the DNR grant opportunities. Rob showed what the potential projects could be and asked for guidance from the board. Discussion was had on the different project ideas and how best to use the grant dollars. The grant is up to \$350,000, we would have to have \$75,000 to match to get \$150,000. After discussion from the board, they decided to wait another year to get more dollars for matching to do improvements to the DOAC area.

Rob was approached about the dedication of the new park at Swansson Fields to Al Swansson. Discussion was had about the park sign and how that should go.

The next topic of discussion was about goal setting. According to the charter we are supposed to have a 5-year plan. Rob asked what the board would like to have accomplished with their time on the board. What improvements would they like to see made? He also talked about looking at a parks and facilities naming policy, as well as looking more into what the community members want. Discussion was had on these topics.

Britta gave a coordinator report to the group. She gave updates on what has been going on at the Community Center and what is coming up.

For board announcements a question was just asked about the bike paths in town. If the process of naming the paths with signs is going to be continued.

Chloe made a motion to adjourn the meeting, Steve seconded. All were in favor.
Meeting adjourned.



City Council Action Request

Council Meeting Date:	April 1, 2024	Agenda Item Number:	6.F.
Agenda Section:	Consent Items	Originating Department:	Finance
Resolution:	No	Prepared By:	Tom Odens, Finance Director
Ordinance:	No	Presented By:	Vernae Larsen, City Clerk
Item:	Accounts Payable, 3-14-24 - 3-26-24		

RECOMMENDED ACTION:

Review and Approve Accounts Payable Listing

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

Reduction of Departmental Budgets by amounts approved.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Vendor Pymt History Report 03-14-24 Thru 03-26-2024

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	DESCR
103696 ACE ROLLOFFS & DISPOSAL											
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CHECK DATE:	03/26/2024										
236/03-24		03/20/2024	03/26-AV	71012	352.24		352.24	04/04/2024	INV	PD	Garbab
CHECK DATE:	03/26/2024										
					989.60						
103800 AFLAC											
499350		03/26/2024	03/26-AV	71013	748.19		748.19	04/10/2024	INV	PD	AFLAC
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102061 ALEX AIR APPARATUS 2 LLC											
INV-49494		03/05/2024	03/26-AV	71014	372.40		372.40	03/20/2024	INV	PD	water
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103136 ALPHA TRAINING & TACTICS LLC											
2023-0349		03/13/2024	03/26-AV	71015	979.02		979.02	03/28/2024	INV	PD	Vest f
CHECK DATE:	03/26/2024										
103557 AMAZON CAPITAL SERVICES											
114M-WCX6-6FQ7		03/13/2024	03/26-AV	71016	26.68		26.68	03/28/2024	INV	PD	Earpie
CHECK DATE:	03/26/2024										
11K9-PJLR-LPTN		03/19/2024	03/26-AV	71016	492.00		492.00	04/03/2024	INV	PD	Youth
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149F-W36H-1TQH		03/12/2024	03/26-AV	71016	180.99		180.99	03/27/2024	INV	PD	COOKIN
CHECK DATE:	03/26/2024										
164H-6WND-66DN		03/19/2024	03/26-AV	71016	188.71		188.71	04/18/2024	INV	PD	Comput
CHECK DATE:	03/26/2024										
1696-GCDC-QYNT		03/13/2024	03/26-AV	71016	31.89		31.89	03/28/2024	INV	PD	Gun cl
CHECK DATE:	03/26/2024										
17G3-4T7H-GGRP		03/19/2024	03/26-AV	71016	486.59		486.59	04/03/2024	INV	PD	Youth
CHECK DATE:	03/26/2024										
19XL-R7JT-WH1R		03/19/2024	03/26-AV	71016	660.37		660.37	04/03/2024	INV	PD	youth
CHECK DATE:	03/26/2024										
1CWL-KC46-QD31		03/19/2024	03/26-AV	71016	319.80		319.80	04/03/2024	INV	PD	Youth
CHECK DATE:	03/26/2024										
1DHH-YGDC-3M3L		03/13/2024	03/26-AV	71016	25.54		25.54	03/28/2024	INV	PD	Presen
CHECK DATE:	03/26/2024										
1DPW-DGP1-KQYH		03/19/2024	03/26-AV	71016	460.00		460.00	04/03/2024	INV	PD	Youth
CHECK DATE:	03/26/2024										
1H4G-WT9V-4DPG		03/12/2024	03/26-AV	71016	34.04		34.04	03/27/2024	INV	PD	crafts
CHECK DATE:	03/26/2024										
1KX7-7DYY-GFGF		03/13/2024	03/26-AV	71016	13.97		13.97	03/28/2024	INV	PD	TV Rem
CHECK DATE:	03/26/2024										
1TGC-4TDC-JTYR		01/16/2024	03/26-AV	71016	557.76		557.76	03/15/2024	INV	PD	Door H
CHECK DATE:	03/26/2024										
1WHW-R3W9-63Q4		03/13/2024	03/26-AV	71016	-27.96		-27.96	03/28/2024	CRM	PD	Refund
CHECK DATE:	03/26/2024										
1Y9T-6JKV-M4H6		03/13/2024	03/26-AV	71016	16.95		16.95	03/28/2024	INV	PD	Magnet

VENDOR INVOICE LIST

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CHECK DATE: 03/26/2024					7.57	7.57	03/28/2024	INV	PD	Networ
1RK6-WTPD-4WV4		02/14/2024	03/26-AV	71017	6.99	6.99	03/15/2024	INV	PD	Printe
CHECK DATE: 03/26/2024										
1WLQ-KRLF-3H79		03/13/2024	03/26-AV	71017	9.99	9.99	03/28/2024	INV	PD	Phone
CHECK DATE: 03/26/2024										
100057 AMERICAN WELDING & GAS INC					24.55					
0009954047		02/29/2024	03/26-AV	71018	39.09	39.09	03/15/2024	INV	PD	Tank r
CHECK DATE: 03/26/2024										
0009966774		03/07/2024	03/26-AV	71018	4.55	4.55	03/22/2024	INV	PD	Exting
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0009969215		03/11/2024	03/26-AV	71018	181.62	181.62	03/26/2024	INV	PD	weldin
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0009969854		03/20/2024	03/26-AV	71018	598.00	598.00	04/04/2024	INV	PD	Fire E
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101828 ANDERSON/MICHAEL					823.26					
031324		03/13/2024	03/26-AV	71019	228.36	228.36	03/28/2024	INV	PD	Reimbu
CHECK DATE: 03/26/2024										
101525 APPLIED CONCEPTS INC										
434767		03/13/2024	03/26-AV	71020	81.00	81.00	03/28/2024	INV	PD	Part f
CHECK DATE: 03/26/2024										
104049 Ashby Ambulance/Arrow EMS										
280		03/14/2024	03/26-AV	71021	1,950.00	1,950.00	04/12/2024	INV	PD	EMS Re
CHECK DATE: 03/26/2024										
103843 ATWATER FESTIVAL COMMITTEE										
032524		03/25/2024	03/26-AV	71022	500.00	500.00	04/09/2024	INV	PD	Atwate
CHECK DATE: 03/26/2024										
103610 AUSTIN INCORPORATED										
46685		02/12/2024	03/26-AV	71023	240.00	240.00	02/27/2024	INV	PD	Septic
CHECK DATE: 03/26/2024										
46771		02/12/2024	03/26-AV	71023	120.00	120.00	02/27/2024	INV	PD	Septic
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46861		02/12/2024	03/26-AV	71023	120.00	120.00	02/27/2024	INV	PD	septic
CHECK DATE: 03/26/2024										
46915		02/12/2024	03/26-AV	71023	120.00	120.00	02/27/2024	INV	PD	septic
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VENDOR INVOICE LIST

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103838	BAKER/DEREK										
031524	CHECK DATE: 03/26/2024	03/15/2024	03/26-AV	71025	309.80	309.80	03/30/2024	INV	PD		MRWA a
103829	BANDWANGO										
10930	CHECK DATE: 03/26/2024	03/25/2024	03/26-AV	71026	6,500.00	6,500.00	04/09/2024	INV	PD		Bandwa
102860	BATTERY WHOLESALE INC										
233920	WIL	03/08/2024	03/26-AV	71027	354.00	354.00	03/23/2024	INV	PD		Batter
233998	WIL	03/11/2024	03/26-AV	71027	97.44	97.44	03/26/2024	INV	PD		Batter
234196	WIL	03/13/2024	03/26-AV	71027	28.32	28.32	03/28/2024	INV	PD		Batter
234323	WIL	03/15/2024	03/26-AV	71027	14.40	14.40	03/30/2024	INV	PD		Emerge
103733	BOX/KYLE				494.16						
031924	CHECK DATE: 03/26/2024	03/19/2024	03/26-AV	71028	212.02	212.02	03/19/2024	INV	PD		MACTA
101980	BSE										
927893	796	02/21/2024	03/26-AV	71029	1,645.80	1,645.80	03/07/2024	INV	PD		Light
928019	845	03/14/2024	03/26-AV	71029	15.36	15.36	03/29/2024	INV	PD		Tape
102336	CANON FINANCIAL SERVICES INC				1,661.16						
322547	23	03/12/2024	03/26-AV	71030	140.23	140.23	04/11/2024	INV	PD		CH Fin
322547	24	03/12/2024	03/26-AV	71030	127.77	127.77	04/11/2024	INV	PD		189667
103647	CAPITAL ONE				268.00						
010224	CHECK DATE: 03/26/2024	03/25/2024	03/26-AV	71031	51.92	51.92	04/09/2024	INV	PD		coffee
010424		03/25/2024	03/26-AV	71031	66.56	66.56	04/09/2024	INV	PD		suppli

VENDOR INVOICE LIST

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CHECK DATE: 03/26/2024											
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012424		03/25/2024	03/26-AV	71031	98.14		98.14	04/09/2024	INV	PD	suppli
CHECK DATE: 03/26/2024											
013124		03/25/2024	03/26-AV	71031	23.83		23.83	04/09/2024	INV	PD	breakr
CHECK DATE: 03/26/2024											
020124		03/25/2024	03/26-AV	71031	51.92		51.92	04/09/2024	INV	PD	coffee
CHECK DATE: 03/26/2024											
041324		03/25/2024	03/26-AV	71031	66.28		66.28	04/09/2024	INV	PD	Suppli
CHECK DATE: 03/26/2024											
122223		03/25/2024	03/26-AV	71031	99.95		99.95	04/09/2024	INV	PD	breakr
CHECK DATE: 03/26/2024											
1928		02/16/2024	03/26-AV	71031	67.45		67.45	03/02/2024	INV	PD	Coffee
CHECK DATE: 03/26/2024											
2026		02/16/2024	03/26-AV	71031	12.66		12.66	03/02/2024	INV	PD	Batter
CHECK DATE: 03/26/2024											
					617.02						
100150 CENTRAL TIRE AND AUTO INC											
97603		02/23/2024	03/26-AV	71032	2,917.21		2,917.21	03/09/2024	INV	PD	wire H
CHECK DATE: 03/26/2024											
100156 CHAPPELL CENTRAL INC											
SVC-115618		01/31/2024	03/26-AV	71033	723.03		723.03	02/15/2024	INV	PD	HVAC r
CHECK DATE: 03/26/2024											
SVC-115621		01/31/2024	03/26-AV	71033	346.50		346.50	02/15/2024	INV	PD	HVAC r
CHECK DATE: 03/26/2024											
SVC-115890		03/12/2024	03/26-AV	71033	430.60		430.60	03/27/2024	INV	PD	SERVIC
CHECK DATE: 03/26/2024											
SVC-115904		03/12/2024	03/26-AV	71033	74.25		74.25	03/27/2024	INV	PD	SERVIC
CHECK DATE: 03/26/2024											
SVC-115919		02/28/2024	03/26-AV	71033	74.25		74.25	03/14/2024	INV	PD	City H
CHECK DATE: 03/26/2024											
					1,648.63						
101708 CINTAS CORPORATION											
5202117647		03/20/2024	03/26-AV	71034	64.36		64.36	04/04/2024	INV	PD	First
CHECK DATE: 03/26/2024											
103019 CNA SURETY											
71226749		03/19/2024	03/26-AV	71035	100.00		100.00	04/03/2024	INV	PD	MnDOT
CHECK DATE: 03/26/2024											
104039 Community Electric Inc.											
114996		11/24/2023	03/26-AV	71036	2,929.00		2,929.00	03/29/2024	INV	PD	City C
CHECK DATE: 03/26/2024											
103677 COORDINATED BUSINESS SYSTEMS											

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	DESCR
INV369594		03/25/2024	03/26-AV	71037	123.08		123.08	04/09/2024	INV	PD	Manage
CHECK DATE: 03/26/2024											
104047 Crane Engineering											
456818-00		02/28/2024	03/26-AV	71038	2,804.47		2,804.47	03/14/2024	INV	PD	Ditch
CHECK DATE: 03/26/2024											
100186 CROW CHEMICAL & LIGHTING											
126755		03/15/2024	03/26-AV	71039	211.00		211.00	03/30/2024	INV	PD	Paper
CHECK DATE: 03/26/2024											
126756		03/15/2024	03/26-AV	71039	63.30		63.30	03/30/2024	INV	PD	Spilif
CHECK DATE: 03/26/2024											
					274.30						
103271 DAIRYLAND SUPPLY INC											
01-49228		03/19/2024	03/26-AV	71040	5,500.00		5,500.00	04/03/2024	INV	PD	Loadou
CHECK DATE: 03/26/2024											
104056 David Rogers											
032624		03/26/2024	03/26-AV	71041	9.38		9.38	04/10/2024	INV	PD	Electi
CHECK DATE: 03/26/2024											
102914 DEPT OF HUMAN SERVICES											
777299		02/12/2024	03/26-AV	71042	10,967.93		10,967.93	02/27/2024	INV	PD	APRIL
CHECK DATE: 03/26/2024											
100203 DESIGN ELECTRIC INC											
21875		12/28/2023	03/26-AV	71043	578.00		578.00	01/12/2024	INV	PD	Traffi
CHECK DATE: 03/26/2024											
100212 DOOLEY'S PETROLEUM INC											
749922		03/13/2024	03/26-AV	71044	552.05		552.05	03/28/2024	INV	PD	Plant
CHECK DATE: 03/26/2024											
100788 ELECTRIC PUMP INC											
0077729-IN		03/07/2024	03/26-AV	71045	1,609.00		1,609.00	03/22/2024	INV	PD	Spare
CHECK DATE: 03/26/2024											
103906 ELECTRICAL PRODUCTION SERVICES											
21961		03/25/2024	03/26-AV	71046	10,080.00		10,080.00	03/25/2024	INV	PD	Door a
CHECK DATE: 03/26/2024											
100775 FIRST CHOICE FOOD & BEVERAGE											
2107:035122		03/12/2024	03/26-AV	71047	628.24		628.24	03/27/2024	INV	PD	vendin
CHECK DATE: 03/26/2024											

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	DESCR
101872 FIRST CLASS COLLISION & GLASS											
4332		03/04/2024	03/26-AV	71048	543.56	543.56	03/19/2024	INV	PD		windsh
CHECK DATE:		03/26/2024									
101449 FLAHERTY & HOOD P.A.											
20866		02/12/2024	03/26-AV	71049	16,601.75	16,601.75	02/27/2024	INV	PD		Prof.
CHECK DATE:		03/26/2024									
20901		02/12/2024	03/26-AV	71049	1,961.25	1,961.25	02/27/2024	INV	PD		bill f
CHECK DATE:		03/26/2024									
					18,563.00						
102973 FLEETPRIDE											
115052674		03/04/2024	03/26-AV	71050	21.22	21.22	03/19/2024	INV	PD		Filter
CHECK DATE:		03/26/2024									
115052675		03/04/2024	03/26-AV	71050	28.42	28.42	03/19/2024	INV	PD		Filter
CHECK DATE:		03/26/2024									
115199244		03/11/2024	03/26-AV	71050	121.72	121.72	03/26/2024	INV	PD		Filter
CHECK DATE:		03/26/2024									
115249497		03/12/2024	03/26-AV	71050	201.54	201.54	03/27/2024	INV	PD		Filter
CHECK DATE:		03/26/2024									
115288244		03/13/2024	03/26-AV	71050	59.43	59.43	03/28/2024	INV	PD		Filter
CHECK DATE:		03/26/2024									
115336095		03/15/2024	03/26-AV	71050	13.06	13.06	03/30/2024	INV	PD		Filter
CHECK DATE:		03/26/2024									
115339751		03/15/2024	03/26-AV	71050	39.11	39.11	03/30/2024	INV	PD		Filter
CHECK DATE:		03/26/2024									
115500450		03/21/2024	03/26-AV	71050	184.84	184.84	04/05/2024	INV	PD		Filter
CHECK DATE:		03/26/2024									
					669.34						
101791 FP MAILING SOLUTIONS											
RI106135600		03/13/2024	03/26-AV	71051	174.21	174.21	03/28/2024	INV	PD		Postag
CHECK DATE:		03/26/2024									
104053 Frontline Public Safety Solutions											
FL92144-2		03/13/2024	03/26-AV	71052	2,919.00	2,919.00	03/28/2024	INV	PD		Prof S
CHECK DATE:		03/26/2024									
100293 GENERAL MAILING SERVICES											
69203		03/25/2024	03/26-AV	71053	3.08	3.08	04/09/2024	INV	PD		Postag
CHECK DATE:		03/26/2024									
69221		03/18/2024	03/26-AV	71053	76.47	76.47	04/02/2024	INV	PD		postag
CHECK DATE:		03/26/2024									
69332		03/13/2024	03/26-AV	71053	53.57	53.57	03/28/2024	INV	PD		Postag
CHECK DATE:		03/26/2024									
69340		03/18/2024	03/26-AV	71053	128.96	128.96	04/02/2024	INV	PD		postag
CHECK DATE:		03/26/2024									

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
100786 GRAINGER INC					262.08					
9040458698		03/20/2024	03/26-AV	71054	2,743.28	2,743.28	04/04/2024	INV	PD	Drinki
CHECK DATE: 03/26/2024										
9040911282		03/04/2024	03/26-AV	71054	229.81	229.81	03/19/2024	INV	PD	Safety
CHECK DATE: 03/26/2024										
9048497003		03/11/2024	03/26-AV	71054	1,776.10	1,776.10	03/26/2024	INV	PD	HVAC b
CHECK DATE: 03/26/2024										
900115 GUPTILL/TRUDIE					4,749.19					
032524		03/25/2024	03/26-AV	71055	959.70	959.70	04/09/2024	INV	PD	Lodgin
CHECK DATE: 03/26/2024										
100324 HAUG IMPLEMENT CO - JOHN DEERE										
480923		03/15/2024	03/26-AV	71056	27.79	27.79	03/30/2024	INV	PD	Filter
CHECK DATE: 03/26/2024										
102609 HAUG-KUBOTA LLC										
23692		03/08/2024	03/26-AV	71057	147.86	147.86	03/23/2024	INV	PD	RTV 50
CHECK DATE: 03/26/2024										
100325 HAWKINS INC										
6708211		03/13/2024	03/26-AV	71058	533.32	533.32	03/28/2024	INV	PD	Bleach
CHECK DATE: 03/26/2024										
102299 HIGH POINT NETWORKS INC										
244728		03/07/2024	03/26-AV	71059	1,191.25	1,191.25	04/06/2024	INV	PD	Mimeca
CHECK DATE: 03/26/2024										
245595		03/25/2024	03/26-AV	71059	8,577.00	8,577.00	04/24/2024	INV	PD	Mimeca
CHECK DATE: 03/26/2024										
103650 HIGHLAND PRODUCTS GROUP LLC					9,768.25					
310034982	23	03/14/2024	03/26-AV	71060	3,227.50	3,227.50	03/29/2024	INV	PD	Benche
CHECK DATE: 03/26/2024										
100333 HILLYARD\HUTCHINSON										
605425481		03/12/2024	03/26-AV	71061	169.99	169.99	03/27/2024	INV	PD	soap
CHECK DATE: 03/26/2024										
800677633		03/12/2024	03/26-AV	71061	173.42	173.42	03/27/2024	INV	PD	soap d
CHECK DATE: 03/26/2024										
100058 HOME DEPOT CREDIT SERVICES					343.41					

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	DESCR
8613229		01/29/2024	03/26-AV	71062	52.77		52.77	02/13/2024	INV	PD	Wrap a
CHECK DATE: 03/26/2024											
101702 HOSPITALITY MINNESOTA											
20463		03/25/2024	03/26-AV	71063	345.00		345.00	04/09/2024	INV	PD	Hospit
CHECK DATE: 03/26/2024											
103023 INNOVATIVE OFFICE SOLUTIONS											
IN4479790		03/18/2024	03/26-AV	71064	140.14		140.14	04/02/2024	INV	PD	Office
CHECK DATE: 03/26/2024											
IN4489996		03/12/2024	03/26-AV	71064	28.12		28.12	03/27/2024	INV	PD	STAMP
CHECK DATE: 03/26/2024											
SCN-125946		03/18/2024	03/26-AV	71064	-36.56		-36.56	04/02/2024	CRM	PD	Return
CHECK DATE: 03/26/2024											
					131.70						
103910 INTERSTATE BEARING SYSTEMS INC											
2720880 RI		01/31/2024	03/26-AV	71065	243.35		243.35	02/15/2024	INV	PD	Plant
CHECK DATE: 03/26/2024											
104059 Jan Ruby											
032524		03/25/2024	03/26-AV	71066	36.00		36.00	04/09/2024	INV	PD	Northw
CHECK DATE: 03/26/2024											
100867 KANDI STEEL AND FAB											
6173		03/20/2024	03/26-AV	71067	36.70		36.70	04/04/2024	INV	PD	Steel
CHECK DATE: 03/26/2024											
100376 KANDIYOHI CO AUDITOR											
030624		03/06/2024	03/26-AV	71068	62,579.01		62,579.01	03/21/2024	INV	PD	Annual
CHECK DATE: 03/26/2024											
031524		03/15/2024	03/26-AV	71068	702.00		702.00	03/30/2024	INV	PD	County
CHECK DATE: 03/26/2024											
509929		03/25/2024	03/26-AV	71068	84.00		84.00	04/09/2024	INV	PD	Police
CHECK DATE: 03/26/2024											
509930		03/25/2024	03/26-AV	71068	42.00		42.00	04/09/2024	INV	PD	tires
CHECK DATE: 03/26/2024											
509934		03/25/2024	03/26-AV	71068	34.33		34.33	04/09/2024	INV	PD	solid
CHECK DATE: 03/26/2024											
510154		03/25/2024	03/26-AV	71068	107.76		107.76	04/09/2024	INV	PD	floast
CHECK DATE: 03/26/2024											
					63,549.10						
103619 KANDIYOHI CO TREASURER											
031124		02/12/2024	03/26-AV	71069	34.82		34.82	02/27/2024	INV	PD	Mainte
CHECK DATE: 03/26/2024											
100375 KANDIYOHI CO-OP ELECTRIC POWER											

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
STMT/03-24 CHECK DATE: 03/26/2024		03/25/2024	03/26-AV	71070	1,106.41	1,106.41	04/09/2024	INV	PD	utilit
103138 KING'S ELECTRIC LLC										
2886 CHECK DATE: 03/26/2024		03/12/2024	03/26-AV	71071	584.47	584.47	03/27/2024	INV	PD	light
2887 CHECK DATE: 03/26/2024		03/15/2024	03/26-AV	71071	120.00	120.00	03/30/2024	INV	PD	High v
					704.47					
103376 LLOYD SECURITY INC										
180068 CHECK DATE: 03/26/2024		03/15/2024	03/26-AV	71072	431.88	431.88	03/30/2024	INV	PD	Fire m
103433 LLOYD/KELSEY										
031524 CHECK DATE: 03/26/2024		03/15/2024	03/26-AV	71073	262.50	262.50	03/30/2024	INV	PD	Tuitio
102593 LOFFLER COMPANIES										
4630161 CHECK DATE: 03/26/2024		03/25/2024	03/26-AV	71074	34.34	34.34	04/09/2024	INV	PD	Teleph
104057 Mary Kray										
032624 CHECK DATE: 03/26/2024		03/26/2024	03/26-AV	71075	9.38	9.38	04/10/2024	INV	PD	electi
100449 MENARDS										
74167 CHECK DATE: 03/26/2024		03/08/2024	03/26-AV	71076	29.94	29.94	03/23/2024	INV	PD	Spray
74295 CHECK DATE: 03/26/2024		03/11/2024	03/26-AV	71076	62.11	62.11	03/26/2024	INV	PD	Plant
74450 CHECK DATE: 03/26/2024		03/12/2024	03/26-AV	71076	9.99	9.99	03/27/2024	INV	PD	anchor
74644 CHECK DATE: 03/26/2024		03/19/2024	03/26-AV	71076	79.84	79.84	04/03/2024	INV	PD	Coffee
74912 CHECK DATE: 03/26/2024		03/12/2024	03/26-AV	71076	16.45	16.45	03/27/2024	INV	PD	spray
					198.33					
101878 MID-MINNESOTA DEVELOPMENT COMM										
32524 CHECK DATE: 03/26/2024		02/12/2024	03/26-AV	71077	3,000.00	3,000.00	02/27/2024	INV	PD	City o
102699 MIKE'S SMALL ENGINE CENTER										
28596 CHECK DATE: 03/26/2024		02/28/2024	03/26-AV	71078	201.25	201.25	03/14/2024	INV	PD	oil, B

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	DESCR
28672		03/13/2024	03/26-AV	71078	339.99		339.99	03/28/2024	INV	PD	Hedge
CHECK DATE: 03/26/2024					541.24						
100499 MN ELEVATOR INC											
1057879		02/01/2024	03/26-AV	71079	185.50		185.50	02/16/2024	INV	PD	City H
CHECK DATE: 03/26/2024											
103293 MN LAW ENF EXPLORER ASSN											
5619		03/13/2024	03/26-AV	71080	3,710.00		3,710.00	03/28/2024	INV	PD	2024 M
CHECK DATE: 03/26/2024											
100539 MTI DISTRIBUTING CO											
1419599-00		03/01/2024	03/26-AV	71081	702.95		702.95	03/16/2024	INV	PD	Toro M
CHECK DATE: 03/26/2024											
1419599-01		03/04/2024	03/26-AV	71081	44.22		44.22	03/19/2024	INV	PD	Toro-
CHECK DATE: 03/26/2024											
1419599-02		03/05/2024	03/26-AV	71081	391.32		391.32	03/20/2024	INV	PD	Ball J
CHECK DATE: 03/26/2024					1,138.49						
100541 MUNICIPAL UTILITIES											
STMT/03-24		03/25/2024	03/26-AV	71082	52,431.08		52,431.08	04/09/2024	INV	PD	Munici
CHECK DATE: 03/26/2024											
100544 MVTL LABORATORIES INC											
1242646		03/08/2024	03/26-AV	71083	57.00		57.00	03/23/2024	INV	PD	Lab te
CHECK DATE: 03/26/2024											
1243926		03/19/2024	03/26-AV	71083	302.00		302.00	04/03/2024	INV	PD	Lab te
CHECK DATE: 03/26/2024											
1244393		03/21/2024	03/26-AV	71083	57.00		57.00	04/05/2024	INV	PD	Lab te
CHECK DATE: 03/26/2024					416.00						
101627 NCL OF WISCONSIN INC											
501266		03/20/2024	03/26-AV	71084	227.13		227.13	04/04/2024	INV	PD	Lab su
CHECK DATE: 03/26/2024											
103502 NELSON SANITATION & RENTAL INC											
INV/2024/2406		03/21/2024	03/26-AV	71085	1,680.00		1,680.00	04/05/2024	INV	PD	Jettin
CHECK DATE: 03/26/2024											
INV/2024/2407		03/21/2024	03/26-AV	71085	1,320.00		1,320.00	04/05/2024	INV	PD	Televi
CHECK DATE: 03/26/2024					3,000.00						
102584 NELSON/KEN											
031324		03/14/2024	03/26-AV	71086	119.95		119.95	03/29/2024	INV	PD	Safety

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE: 03/26/2024											
104058 New London Area Chamber											
032524		03/25/2024	03/26-AV	71087	400.00		400.00	04/09/2024	INV	PD	2024 M
CHECK DATE: 03/26/2024											
102547 CARRANZA/NOE											
144		03/13/2024	03/26-AV	71088	150.00		150.00	03/28/2024	INV	PD	Interp
CHECK DATE: 03/26/2024											
145		03/13/2024	03/26-AV	71088	150.00		150.00	03/28/2024	INV	PD	Interp
CHECK DATE: 03/26/2024											
146		03/13/2024	03/26-AV	71088	150.00		150.00	03/28/2024	INV	PD	Interp
CHECK DATE: 03/26/2024											
					450.00						
100585 NORTHERN STATES SUPPLY											
10-618389		03/13/2024	03/26-AV	71089	234.36		234.36	03/28/2024	INV	PD	Paint
CHECK DATE: 03/26/2024											
10-618394		03/13/2024	03/26-AV	71089	70.89		70.89	03/28/2024	INV	PD	Nuts,
CHECK DATE: 03/26/2024											
10-618425		03/13/2024	03/26-AV	71089	13.81		13.81	03/28/2024	INV	PD	Drill
CHECK DATE: 03/26/2024											
10-618427		03/13/2024	03/26-AV	71089	299.99		299.99	03/28/2024	INV	PD	Drill-
CHECK DATE: 03/26/2024											
10-618481		03/15/2024	03/26-AV	71089	14.16		14.16	03/30/2024	INV	PD	Zip Ti
CHECK DATE: 03/26/2024											
10-618483		03/15/2024	03/26-AV	71089	151.85		151.85	03/30/2024	INV	PD	Eye Bo
CHECK DATE: 03/26/2024											
10-618488		03/15/2024	03/26-AV	71089	3.56		3.56	03/30/2024	INV	PD	Anchor
CHECK DATE: 03/26/2024											
					788.62						
900120 ON THE RUN PROMOTIONS											
032524		03/25/2024	03/26-AV	71090	1,000.00		1,000.00	04/09/2024	INV	PD	Sponso
CHECK DATE: 03/26/2024											
102895 PAPER & THREADS LLC											
022924		03/13/2024	03/26-AV	71091	140.00		140.00	03/28/2024	INV	PD	Cert v
CHECK DATE: 03/26/2024											
031924		03/13/2024	03/26-AV	71091	65.00		65.00	03/28/2024	INV	PD	Shirts
CHECK DATE: 03/26/2024											
032124		03/13/2024	03/26-AV	71091	95.60		95.60	03/28/2024	INV	PD	Shirts
CHECK DATE: 03/26/2024											
					300.60						
102543 PAT'S GRAPHICS											
14588		03/17/2024	03/26-AV	71092	135.92		135.92	04/01/2024	INV	PD	Unit n
CHECK DATE: 03/26/2024											
15684		03/18/2024	03/26-AV	71092	109.76		109.76	04/02/2024	INV	PD	Auctio

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE: 03/26/2024					245.68						
100604 PERKINS LUMBER CO INC											
2401-228281		01/03/2024	03/26-AV	71093	65.16	65.16	01/18/2024	INV	PD		2x10x1
CHECK DATE: 03/26/2024											
2401-228879		01/11/2024	03/26-AV	71093	21.72	21.72	01/26/2024	INV	PD		2x10x1
CHECK DATE: 03/26/2024											
2401-229745		01/23/2024	03/26-AV	71093	20.97	20.97	02/07/2024	INV	PD		1x6x8
CHECK DATE: 03/26/2024											
2401-229858		01/24/2024	03/26-AV	71093	6.99	6.99	02/08/2024	INV	PD		1x6x8
CHECK DATE: 03/26/2024											
					114.84						
100614 PIONEERLAND LIBRARY SYSTEM											
031524		02/12/2024	03/26-AV	71094	118,254.50	118,254.50	02/27/2024	INV	PD		2024 1
CHECK DATE: 03/26/2024											
100374 PREMIUM WATERS INC											
330572563		03/12/2024	03/26-AV	71095	26.99	26.99	03/27/2024	INV	PD		3 gall
CHECK DATE: 03/26/2024											
330577717		03/12/2024	03/26-AV	71095	19.99	19.99	03/27/2024	INV	PD		Water
CHECK DATE: 03/26/2024											
330587217		03/12/2024	03/26-AV	71095	43.99	43.99	03/27/2024	INV	PD		water
CHECK DATE: 03/26/2024											
330588853		03/12/2024	03/26-AV	71095	12.75	12.75	03/27/2024	INV	PD		WATER
CHECK DATE: 03/26/2024											
					103.72						
100624 PRINT MASTERS											
92419		01/30/2024	03/26-AV	71096	45.25	45.25	02/14/2024	INV	PD		Notary
CHECK DATE: 03/26/2024											
103109 RDO EQUIPMENT CO											
P9246611		03/07/2024	03/26-AV	71097	445.11	445.11	03/22/2024	INV	PD		Compre
CHECK DATE: 03/26/2024											
P9253411		03/11/2024	03/26-AV	71097	167.52	167.52	03/26/2024	INV	PD		Spring
CHECK DATE: 03/26/2024											
					612.63						
103242 REVIZE LLC											
17965		03/21/2024	03/26-AV	71098	8,800.00	8,800.00	04/05/2024	INV	PD		FY24/F
CHECK DATE: 03/26/2024											
103594 RIDDELL											
952034555	19	03/19/2024	03/26-AV	71099	1,863.95	1,863.95	04/03/2024	INV	PD		Youth
CHECK DATE: 03/26/2024											

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
101136 RIDGEWATER COLLEGE										
2024-03-867		03/13/2024	03/26-AV	71100	1,650.00	1,650.00	03/28/2024	INV PD	EMS	Re
CHECK DATE: 03/26/2024										
103867 RS AMERICAS INC										
9019059379		03/05/2024	03/26-AV	71101	1,708.07	1,708.07	03/20/2024	INV PD	Spare	
CHECK DATE: 03/26/2024										
101418 RUNNING'S SUPPLY INC										
6095717		01/25/2024	03/26-AV	71102	369.96	369.96	03/27/2024	INV PD	Auger,	
CHECK DATE: 03/26/2024										
6099742		02/01/2024	03/26-AV	71102	43.78	43.78	03/27/2024	INV PD	Zip ti	
CHECK DATE: 03/26/2024										
6102342		02/06/2024	03/26-AV	71102	9.68	9.68	03/27/2024	INV PD	Nuts a	
CHECK DATE: 03/26/2024										
6113205		02/01/2024	03/26-AV	71102	7.95	7.95	02/16/2024	INV PD	Keys	
CHECK DATE: 03/26/2024										
					431.37					
104048 Safelite Fulfillment, Inc.										
03816-017954		03/13/2024	03/26-AV	71103	466.04	466.04	03/28/2024	INV PD	CSO	20
CHECK DATE: 03/26/2024										
102142 SCHUELER/ALLEN										
031324		03/13/2024	03/26-AV	71104	603.73	603.73	03/28/2024	INV PD	MRWA	a
CHECK DATE: 03/26/2024										
100690 SHERWIN WILLIAMS CO										
93651		03/25/2024	03/26-AV	71105	86.74	86.74	04/09/2024	INV PD	paint	
CHECK DATE: 03/26/2024										
95482		03/25/2024	03/26-AV	71105	66.88	66.88	04/09/2024	INV PD	paint	
CHECK DATE: 03/26/2024										
95987		03/25/2024	03/26-AV	71105	65.00	65.00	04/09/2024	INV PD	paint	
CHECK DATE: 03/26/2024										
					218.62					
102264 SPICER COMMERCIAL CLUB										
032524		03/25/2024	03/26-AV	71106	155.00	155.00	04/09/2024	INV PD	2024 S	
CHECK DATE: 03/26/2024										
104052 Stephen Slominski										
031924		03/19/2024	03/26-AV	71107	255.75	255.75	04/03/2024	INV PD	Payrol	
CHECK DATE: 03/26/2024										
103481 STERICYCLE INC										
8006529668		03/18/2024	03/26-AV	71108	382.91	382.91	04/02/2024	INV PD	Lab wa	

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE: 03/26/2024											
100728 SURPLUS WAREHOUSE INC											
5097		03/05/2024	03/26-AV	71109	31.92		31.92	03/20/2024	INV	PD	Pins
CHECK DATE: 03/26/2024											
102674 TOWMASTER											
467284		02/27/2024	03/26-AV	71110	516.18		516.18	03/13/2024	INV	PD	Stucch
CHECK DATE: 03/26/2024											
102695 UNITED ROTARY BRUSH CORP											
CI309413		03/04/2024	03/26-AV	71111	2,993.25		2,993.25	03/19/2024	INV	PD	Sweepe
CHECK DATE: 03/26/2024											
103143 US BANK EQUIPMENT FINANCE											
524123320		03/06/2024	03/26-AV	71112	188.40		188.40	03/30/2024	INV	PD	500-05
CHECK DATE: 03/26/2024											
525230504		03/22/2024	03/26-AV	71112	675.46		675.46	04/15/2024	INV	PD	500-06
CHECK DATE: 03/26/2024											
102915 VERIZON WIRELESS					863.86						
9958683159		03/09/2024	03/26-AV	71113	2,240.27		2,240.27	04/01/2024	INV	PD	Verizo
CHECK DATE: 03/26/2024											
104038 Vernae Larsen											
032524		03/18/2024	03/26-AV	71114	316.50		316.50	04/02/2024	INV	PD	mileag
CHECK DATE: 03/26/2024											
100951 VIGIL/RUDY											
032624		03/25/2024	03/26-AV	71115	378.81		378.81	04/09/2024	INV	PD	MACTA
CHECK DATE: 03/26/2024											
100796 WEST CENTRAL COMMUNICATION											
097609S		01/11/2024	03/26-AV	71116	767.53		767.53	01/26/2024	INV	PD	New CB
CHECK DATE: 03/26/2024											
097610S		01/11/2024	03/26-AV	71116	64.50		64.50	01/26/2024	INV	PD	Test R
CHECK DATE: 03/26/2024											
100805 WEST CENTRAL SANITATION					832.03						
13048151		02/29/2024	03/26-AV	71117	55.56		55.56	03/15/2024	INV	PD	Recycl
CHECK DATE: 03/26/2024											
13048762		02/29/2024	03/26-AV	71117	256.78		256.78	03/15/2024	INV	PD	Recycl
CHECK DATE: 03/26/2024											

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
100812 WILLMAR CHAMBER OF COMMERCE					312.34					
56957		03/19/2024	03/26-AV	71118	100.00	100.00	04/03/2024	INV PD		Studen
CHECK DATE: 03/26/2024										
103454 WILLMAR ROTARY CLUB										
032524		03/25/2024	03/26-AV	71119	2,000.00	2,000.00	04/09/2024	INV PD		Rockin
CHECK DATE: 03/26/2024										
2191		03/18/2024	03/26-AV	71119	310.00	310.00	04/02/2024	INV PD		Feb-Ju
CHECK DATE: 03/26/2024										
102814 WILLMAR STINGERS BASEBALL CLUB					2,310.00					
032524		03/25/2024	03/26-AV	71120	1,200.00	1,200.00	04/09/2024	INV PD		Bally
CHECK DATE: 03/26/2024										
211 INVOICES					387,474.06					

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

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
100492 MN DEPT OF REVENUE										
STMT/02-24		03/22/2024	EFTCK524	524	6,417.43	6,417.43	04/06/2024	DIR	PD	Fuel a
CHECK DATE: 03/21/2024										
102365 CARDMEMBER SERVICE										
STMT/02-24		03/22/2024	EFTCK525	525	9,503.84	9,503.84	04/06/2024	DIR	PD	Bremer
CHECK DATE: 03/22/2024										
100467 CENTERPOINT ENERGY										
STMT/03-2024		03/22/2024	EFTCK526	526	9,338.30	9,338.30	04/06/2024	DIR	PD	Natura
CHECK DATE: 03/22/2024										
3 INVOICES					25,259.57					

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



City Council Action Request

Council Meeting Date:	April 1, 2024	Agenda Item Number:	6.G.
Agenda Section:	Consent Items	Originating Department:	City Clerk
Resolution:	No	Prepared By:	Vernae Larsen, City Clerk
Ordinance:	No	Presented By:	Vernae Larsen, City Clerk
Item:	Willmar Sertoma Club Lawful Gambling Application		

RECOMMENDED ACTION:

Approve Willmar Sertoma Club Lawful Gambling Application

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Willmar Sertoma Club Lawful Gambling Application

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

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

Organization Name: Willmar Sertoma Club Previous Gambling Permit Number: X-
Minnesota Tax ID Federal Employer ID
Number, if any: Number (FEIN), if any:
Mailing Address: PO Box 134
City: Willmar State: MN Zip: 56201 County: Kandiyohi
Name of Chief Executive Officer (CEO): Michael Klaers
CEO Daytime Phone: (320) 235-3727 CEO Email: MKlaers@wecpas.net
(permit will be emailed to this email address unless otherwise indicated below)
Email permit to (if other than the CEO): willmarsertomacub@gmail.com

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

☒ **A current calendar year Certificate of Good Standing**
 Don't have a copy? Obtain this certificate from:
 MN Secretary of State, Business Services Division
 60 Empire Drive, Suite 100
 St. Paul, MN 55103

Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

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

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

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

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

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

Name of premises where the gambling event will be conducted
(for raffles, list the site where the drawing will take place): Ruff's Wings & Sports Bar

Physical Address (do not use P.O. box): 2100 US Highway 12 East

Check one:

☒ City: Willmar Zip: 56201 County: Kandiyohi

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): April 25, 2024

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

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

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

LG220 Application for Exempt Permit

4/23
Page 2 of 3

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

CITY APPROVAL for a gambling premises located within city limits

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

Print City Name: Willmar

Signature of City Personnel:

Versaeglausen

Title: City Clerk Date: 3/18/24

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

COUNTY APPROVAL for a gambling premises located in a township

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

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: Michael J. Klaers Date: 2/18/24
(Signature must be CEO's signature; designee may not sign)

Print Name: Michael Klaers

REQUIREMENTS

Complete a separate application for:

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

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

Questions?

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

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

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

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

An equal opportunity employer



City Council Action Request

Council Meeting Date:	April 1, 2024	Agenda Item Number:	6.H.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	Yes	Prepared By:	Leslie Valiant, City Administrator
Ordinance:	No	Presented By:	Leslie Valiant, City Administrator
Item:	Fuel Card Reader Airport State Grant		

RECOMMENDED ACTION:

Approve resolution accepting grant award of \$33,353.60 for Fuel Card Reader upgrade

OVERVIEW:

The Willmar Airport fuel card reader system upgrade has been approved to receive 70% State Grand Funding. Total project is \$47,648. State Grant contribution is \$33,353.60 balance of city funding is \$14,294.40

BUDGETARY/FISCAL ISSUES:

Fuel Card Reader Upgrade \$47,648.00
 State Grant Contribution (\$33,353.60)
 City Expense \$14,294.40

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Resolution Airport Fuel Card Readers Grant
2. A3401-73-BDH-State-Grant-Contract (10 Pages)

RESOLUTION NO. _____

**AUTHORIZATION ACCEPTING GRANT AGREEMENT
FOR AIRPORT IMPROVEMENT**

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, approves MnDOT Contract Number 1055959 for the Fuel System Card Readers in the amount of \$33,353.60. Willmar's share is \$14,294.40.

Dated this 1st day of April 2024.

MAYOR

Attest:

CITY CLERK

**STATE OF MINNESOTA
STATE AIRPORTS FUND
GRANT AGREEMENT**

This Amendment is by and between the state of Minnesota, through its Commissioner of Transportation (“State”), and the **City of Willmar** (“Grantee”).

RECITALS

1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport (“Airport”) in the state system, and Grantee desires financial assistance from the State for an airport improvement project (“Project”).
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn.Stat.§16B.98](#), Subd. 5. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State’s Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on June 30, 2027, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project A3401-73, which are on file with the State’s Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits.** Exhibit A (Credit Application Form) is attached and incorporated into this agreement.

2 Grantee’s Duties

- 2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State’s Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
- 2.2 If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State’s approval, the Grantee elects not to have such services performed by a registered engineer, then the Grantee will designate another responsible person to oversee such work.
- 2.3 Grantee will notify State’s Authorized Representative in advance of any meetings taking place relating to the Project.
- 2.4 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).
- 2.5 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 2.6 **Airport Operations, Maintenance, and Conveyance.** Pursuant to Minnesota Statutes Section 360.305,

subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of 20 years from the date the Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.

3 Time

3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Cost and Payment

4.1 **Cost Participation.** Costs for the Project will be proportionate and allocated as follows:

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
Fuel System Card Readers	0%	70%	30%
City Admin Cost	0%	70%	30%

Federal Committed:	\$	0.00
Federal Multiyear:	\$	0.00
State:	\$	33,353.60
Grantee:	\$	14,294.40

The federal multiyear amount is an estimate only. These funds are not committed and are only available after being made so by the U.S. Government. Federal funds for the Project will be received and disbursed by the State. In the event federal reimbursement becomes available or is increased for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Grantee has complied with all terms of this Agreement and furnished all necessary records.

4.2 Blank.

4.3 **Sufficiency of Funds.** Pursuant to Minnesota Rules 8800.2500, the Grantee certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Grantee has the legal authority to engage in the Project as proposed.

4.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$ 33,353.60.

4.5 Payment

4.5.1 **Invoices.** Grantee will submit invoices for payment by email. Exhibit A, which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule: Reimbursement request schedule: continuous as needed.

4.5.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

4.5.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

4.5.4 **Grantee Payment Requirements.** Grantee must pay all contractors under this agreement promptly. Grantee will make undisputed payments no later than 30 days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within 30 days of

receipt of such invoice.

4.5.5 Grant Monitoring Visit and Financial Reconciliation. During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

4.5.5.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.

4.5.5.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.5.5.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.5.6 Closeout. The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.5.7 Closeout Deliverables. At the close of the Project, the Grantee must provide the following deliverables to the State before the final payment due under this Agreement will be released by the State: (1) Electronic files of construction plans as a PDF and in a MicroStation compatible format; and (2) Electronic files of as-builts as a PDF and in a MicroStation compatible format. (3) Electronic files of planning documents (Airport Layout Plans – ALP) and Airport Zoning as a PDF and in a MicroStation compatible format and in GIS.

4.6 Contracting and Bidding Requirements. Prior to publication, Grantee will submit to State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten business days.

5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. In addition, Grantee will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

6 Authorized Representatives

6.1 The State's Authorized Representative is:

Daniel Boerner, Central Region Airport Engineer, 395 John Ireland Blvd, St Paul MN, 55155-1800, Phone 612-427-3858, Email dan.boerner@state.mn.us, or his/her successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Blank.

6.3 Grantee's Authorized Representative is:

6.4 Leslie M. Valiant, City Administrator, City of Willmar, 333 SW 6th Street, Willmar, MN 56201, (320)-235-4913, mvaliant@willmarmn.gov. If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

7.1 Assignment. The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

7.2 Amendments. Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors

in office. Notwithstanding the foregoing, when FAA issues a Letter Amendment on a federal grant agreement that results in an increase in federal funds beyond the total amount in this grant agreement (i.e., federal amendment), MnDOT's receipt of the Letter Amendment from FAA has the effect of amending the total amount in this grant agreement.

- 7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.6 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 **Liability**

In the performance of this agreement, and to the extent permitted by law, Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for the State's failure to fulfill its obligations under this agreement.

9 **State Audits**

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 **Government Data Practices and Intellectual Property Rights**

10.1 **Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

10.2 **Intellectual Property Rights.**

10.2.1 **Intellectual Property Rights.** State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

10.2.2 **Obligations**

10.2.2.1 Notification. Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this agreement, Grantee will immediately give State's Authorized Representative written notice thereof and must promptly furnish State's Authorized Representative with complete information and/or disclosure thereon.

10.2.2.2 Representation. Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee's expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee's or State's opinion is likely to arise, Grantee must, at State's discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 Publicity. Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Grantee's website when practicable.

12.2 Endorsement. The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination; Suspension

14.1 Termination by the State or Commissioner of Administration. The State or Commissioner of Administration may unilaterally terminate this agreement at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination for Cause. The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 Termination for Insufficient Funding. The State may immediately terminate this agreement if:

14.3.1 It does not obtain funding from the Minnesota Legislature; or

14.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 **Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

15 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 **Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.

17 **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

18 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

19 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as

determined by State.

20 Additional Provisions

[Intentionally left blank.]

[The remainder of this page has intentionally been left blank.]

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15 and § 16C.05.

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

Airport Name _____

State Project No. _____

Federal Project No. _____

Mn/DOT Agreement No. _____

CREDIT APPLICATION

TO THE DIRECTOR, OFFICE OF AERONAUTICS:

Itemized statement of cash expenditures for which credit is claimed:

For period beginning _____, 20____; ending _____, 20____.

Warrant Number	Date Issued	Name or Description	Unit	Rate	Total Time or Quantity	Amount
Total Expenditures						

***FINAL/PARTIAL (CIRCLE ONE)**

NOTE: PLEASE SEPARATE ENGINEERING COSTS FROM OTHER COSTS.

Municipality _____

By _____

Title _____

*FOR ALL ITEMS INCLUDED IN THIS AGREEMENT

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that he/she is the _____ of the Municipality of _____, in the County of _____, State of Minnesota; that he/she has prepared the foregoing Credit Application, knows the contents thereof, that the same is a true and accurate record of disbursements made, and that the same is true of his/her own knowledge; and that this application is made by authority of the municipal council (or board) of said Municipality.

Signature

Subscribed and sworn to before me
this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:_____



City Council Action Request

Council Meeting Date:	April 1, 2024	Agenda Item Number:	6.I.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	No	Prepared By:	Leslie Valiant, City Administrator
Ordinance:	No	Presented By:	Leslie Valiant, City Administrator
Item:	Reschedule Bethesda Conduit Financing Public Hearing		

RECOMMENDED ACTION:

Approve rescheduling Bethesda's Conduit Financing public hearing to May 6th, 2024.

OVERVIEW:

Bethesda's legal council has asked to reschedule the Public Hearing regarding Bethesda's Conduit Financing to May 6, 2024, at or about 6:30 p.m.

BUDGETARY/FISCAL ISSUES:

None

ALTERNATIVES TO CONSIDER:

None Recommended

ATTACHMENTS:

1. Ordinance Amendment - Ch. 3 Alcoholic Beverages
2. Summary Publication - Alcoholic Beverages Ordinance Amendment

ORDINANCE NO. _____

AN ORDINANCE AMENDING WILLMAR MUNICIPAL CODE, CHAPTER 3,
ALCOHOLIC BEVERAGES

The City Council of the City of Willmar hereby ordains as follows:

Section 1. AMENDMENT OF MUNICIPAL CODE SECTION 3-28. Chapter 3, Article II, Section 3-28 of the Willmar Municipal Code is hereby amended to read as follows (deleted material is crossed out; new material is underlined; sections and subsections not being amended are omitted):

Sec. 3-28. – Insurance.

(a) Every licensee shall procure liability insurance pursuant to ~~state law~~ Minn. Stat. § 340A.409, as the same may be amended, to cover its exposure to claims arising out of the negligence or violation of law by its agents or employees.

(b) Pursuant to the authority conferred upon the City under Minn. Stat. § 340A.509, as the same may be amended, every licensee shall procure comprehensive general liability coverage in limits of not less than \$1,000,000 per occurrence for personal bodily injury and death.

Section 2. AMENDMENT OF MUNICIPAL CODE SECTION 3-31. Chapter 3, Article II, Section 3-31 of the Willmar Municipal Code is hereby amended to read as follows (deleted material is crossed out; new material is underlined; sections and subsections not being amended are omitted):

Sec. 3-31. Gambling.

(b) No licensee shall keep, possess or operate, or permit the keeping, possession or operation of any slot machine, dice, or any gambling device or apparatus on the licensed premises or in any room adjoining the licensed premises, and ~~he~~ they shall not permit any gambling therein.

Section 3. AMENDMENT OF MUNICIPAL CODE SECTION 3-47. Chapter 3, Article II, Division 2, Section 3-47 of the Willmar Municipal Code is hereby amended to read as follows (deleted material is crossed out; new material is underlined; sections and subsections not being amended are omitted):

Sec. 3-47. Application.

* * * *

(b) In addition to the information required by the state liquor control commissioner's form, the application shall contain the following:

(1) Information as to whether the applicant is a natural person, corporation, partnership, or other form of organization.

a. If the applicant is a natural person, the following:

* * * *

2. Whether the applicant has ever used or been known by a name other than ~~his~~ their true name and, if so, what was such name, and information concerning the dates and places where used.

* * * *

5. Whether the applicant ~~and his present spouse~~ are registered voters and, if so, where.

6. The street addresses at which the applicant ~~and his spouse have~~ has lived during the preceding ten years.

* * * *

Section 4. AMENDMENT OF MUNICIPAL CODE SECTION 3-57. Chapter 3, Article II, Division 2, Section 3-57 of the Willmar Municipal Code is hereby amended to read as follows (deleted material is crossed out; new material is underlined; sections and subsections not being amended are omitted):

Sec. 3-57. – Submission of information to liquor control commissioner.

The city clerk shall, within ten days after the issuance of any license under this division, submit to the liquor control commissioner the full name and address of each organization

granted a license, the effective license date, and the date of expiration of the license. ~~He~~ They shall also submit to the liquor control commissioner any change of address, transfer, cancellation or revocation of any license by the council during the license period.

Section 5. AMENDMENT OF MUNICIPAL CODE SECTION 3-80. Chapter 3, Article III, Division 1, Section 3-80 of the Willmar Municipal Code is hereby amended to read as follows (deleted material is crossed out; new material is underlined; sections and subsections not being amended are omitted):

Sec. 3-80. – Licensee to be responsible for conduct of business

Every licensee shall be responsible for the conduct of ~~his~~ their place of business and the conditions of sobriety and order in the place of business and on the premises.

Section 6. AMENDMENT OF MUNICIPAL CODE SECTION 3-88. Chapter 3, Article III, Division 1, Section 3-88 of the Willmar Municipal Code is hereby amended to read as follows (deleted material is crossed out; new material is underlined; sections and subsections not being amended are omitted):

Sec. 3-88. Permitting use of premises of adjoining buildings by prostitutes.

No licensee shall knowingly permit the licensed premises or any room in those premises or any adjoining building directly or indirectly under ~~his~~ their control to be used as a resort for prostitutes.

Section 7. AMENDMENT OF MUNICIPAL CODE SECTION 3-115. Chapter 3, Article III, Division 1, Section 3-115 of the Willmar Municipal Code is hereby amended to read as follows (deleted material is crossed out; new material is underlined; sections and subsections not being amended are omitted):

Sec. 3-115. Application.

* * * *

(2) If the applicant is a natural person, the following:

* * * *

b. Whether the applicant has ever used or been known by a name other than ~~his~~ their true name and, if so, what was such

name, and information concerning the dates and places where used.

* * * *

e. The street address at which the applicant ~~and his spouse~~ have has lived during the preceding ten years.

f. The kind, name and location of every business or occupation the applicant ~~and his spouse~~ have has been engaged in during the preceding ten years.

g. The names and addresses of the applicant's and ~~his spouse's~~ employers and partners, if any, for the preceding ten years.

h. Whether the applicant or ~~his~~ spouse, or a parent, brother, sister or child of the applicant or his spouse, has ever been convicted of any felony, crime or violation of any ordinance other than traffic ordinances. If so, the applicant shall furnish information as to the time, place and offense for which convictions were had.

* * * *

Section 8. AMENDMENT OF MUNICIPAL CODE SECTION 3-116. Chapter 3, Article III, Division 1, Section 3-116 of the Willmar Municipal Code is hereby amended to read as follows (deleted material is crossed out; new material is underlined; sections and subsections not being amended are omitted):

Sec. 3-116. – Insurance.

(a) At the time of filing an application for a license, the applicant shall file a certificate of insurance documenting liability insurance ~~policy pursuant to state law or, in lieu thereof, shall deposit cash or United States government bonds which shall be deposited~~ coverage required by Sec. 3-28 with the city clerk.

(b) The deposit or evidence of the insurance policies required by subsection (a) of this section shall be subject to the approval of the city attorney.

* * * *

Section 9. AMENDMENT OF MUNICIPAL CODE SECTION 3-135. Chapter 3, Article III, Division 1, Section 3-135 of the Willmar Municipal Code is hereby amended to read as follows

(deleted material is crossed out; new material is underlined; sections and subsections not being amended are omitted):

Sec. 3-135. Submission of information to liquor control commissioner.

The city clerk shall, within ten days after the issuance of any license under this division, submit to the liquor control commissioner the full name and address of each person granted a license, the trade name, the effective license date, and the date of expiration of the license. ~~He~~ They shall also submit to the liquor control commissioner any change of address, transfer, cancellation or revocation of any license by the council during the license period.

Section 10. AMENDMENT OF MUNICIPAL CODE SECTION 3-135. Chapter 3, Article IV, Division 2, Section 3-226 of the Willmar Municipal Code is hereby amended to read as follows (deleted material is crossed out; new material is underlined; sections and subsections not being amended are omitted):

Sec. 3-226. Application.

(a) Any person desiring to sell 3.2 percent malt liquor under a license provided for in this division shall make application in writing to the city council, in which ~~he~~ they shall state the following:

* * * *

(2) ~~His~~ Their true name and residence, with street and number;

(3) ~~His~~ Their age;

* * * *

(6) Whether ~~he~~ they ~~has~~ have ever been convicted of or arrested for any crime or violation of any ordinance, and when, where or for what such arrests or convictions have been made;

(7) Whether ~~he~~ they ~~has~~ have ever been engaged as an employee in, or in operating a saloon, and when, where and for how long;

* * * *

* * * *

Section 11. AMENDMENT OF MUNICIPAL CODE SECTION 3-229. Chapter 3, Article IV, Division 2, Section 3-229 of the Willmar Municipal Code is hereby amended to read as follows (deleted material is crossed out; new material is underlined; sections and subsections not being amended are omitted):

Sec. 3-229. Granting; denial – Eligibility of persons.

* * * *

(b) No license shall be issued to a person that is not a resident of the city, except a license may be issued to a nonresident if the license holder appoints a resident of the city as manager of ~~his~~ their business and the manager meets all the qualifications of a license holder.

(c) No license shall be issued to an applicant unless ~~he is~~ they are the actual owner or proprietor of the business at the location where ~~he intends~~ they intend to sell such malt liquor.

* * * *

Section 12. AMENDMENT OF MUNICIPAL CODE SECTION 3-253. Chapter 3, Article V, Division 1, Section 3-253 of the Willmar Municipal Code is hereby amended to read as follows (deleted material is crossed out; new material is underlined; sections and subsections not being amended are omitted):

Sec. 3-253. Insurance.

(a) Every licensee shall procure liability insurance pursuant to ~~state law~~ Minn. Stat. § 340A.409, as the same may be amended, to cover its exposure to claims arising out of the negligence or violation of law by its agents or employees.

(b) Pursuant to the authority conferred upon the City under Minn. Stat. § 340A.509, as the same may be amended, every licensee shall procure comprehensive general liability coverage in limits of not less than \$1,000,000 per occurrence for personal bodily injury and death.

Section 13. AMENDMENT OF MUNICIPAL CODE SECTION 3-279. Chapter 3, Article V, Division 1, Section 3-279 of the Willmar Municipal Code is hereby amended to read as follows (deleted material is crossed out; new material is underlined; sections and subsections not being amended are omitted):

Sec. 3-279. Submission of information to liquor control commissioner.

Every The city clerk shall, within ten days after the issuance of any license under this division, submit to the liquor control commissioner the full name and address of each organization granted a license, the effective license date, and the date of expiration of the license. ~~He~~ They shall also submit to the liquor control commissioner any change of address, transfer, cancellation or revocation of any license by the council during the license period.

Section 14. EFFECTIVE DATE. This ordinance shall be effective from and after its adoption and second publication.

Passed by the City Council of the City of Willmar this ____ day of _____, 2024.

ATTEST:

Leslie Valiant, City Administrator

Doug Reese, Mayor

VOTE: ____ SHULDES ____ O'BRIEN ____ DAVIS ____ ASMUS
 ____ FAGERLIE ____ ASK ____ BUTTERFIELD ____ NELSEN

This Ordinance introduced by Council Member: _____

This Ordinance introduced on: _____

This Ordinance published on: _____

This Ordinance given a hearing on: _____

This Ordinance adopted on: _____

This Ordinance published on: _____

SUMMARY PUBLICATION OF CITY OF WILLMAR ORDINANCE NO. ____

AN ORDINANCE AMENDING WILLMAR MUNICIPAL CODE, CHAPTER 3, ALCOHOLIC BEVERAGES

Summary: Ordinance No. ____ makes several amendments in Chapter 3 of the Willmar Municipal Code, regulating alcoholic beverages so that it consistently includes the written requirement that the City requires a \$1,000,000 general liability limit, in addition to the requirements of Minn. Stat. § 340A.409, to adequately cover its exposure to claims arising out of the negligence or violation of law by its agents or employees. The amendment additionally removes any reference to gender-specific language and replaces it with gender-neutral language.

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



City Council Action Request

Council Meeting Date:	April 1, 2024	Agenda Item Number:	6.J.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	Yes	Prepared By:	Leslie Valiant, City Administrator
Ordinance:	No	Presented By:	Leslie Valiant, City Administrator
Item:	Resolutions approving Memorandum of Agreements between the City of Willmar and Law Enforcement Services		

RECOMMENDED ACTION:

1. Motion by _____ second by _____ to approve the resolution approving the memorandum of agreement between the City of Willmar and Labor Enforcement Services (Union)
2. Motion by _____ second by _____ to approve the memorandum of agreement regarding step placement made by and between the City of Willmar and the Labor Enforcement Services (Union)

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Resolution re Willmar-LELS LA Amendments MOA
2. Resolution re Willmar-LELS Steps MOA
3. Willmar-LELS MOAs signed by Union

CITY OF WILLMAR
RESOLUTION NO. 2024 – _____

**APPROVING MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF
WILLMAR AND LAW ENFORCEMENT LABOR SERVICES**

Motion by: _____ Second by: _____

WHEREAS, the Law Enforcement Labor Services is the exclusive representative for certain City of Willmar employees;

WHEREAS, the parties are parties to a labor agreement for January 1, 2023 through December 31, 2025 (“Labor Agreement”);

WHEREAS, the City of Willmar City Council adopted resolution 2023-201 Certain Components for the Job Classification and Compensation Study, which included the new Base Pay Schedules (BPS) for 2023, 2024 and 2025 on December 27, 2023;

WHEREAS, the parties met and negotiated over making certain amendments to the Labor Agreement to be consistent with the new Employer’s Base Pay Schedule;

WHEREAS, the parties reached a tentative agreement on certain amendments to the Labor Agreement to be consistent with the new Employer’s Base Pay Scheduled through a memorandum of agreement (“MOA”); and

WHEREAS, The City of Willmar must execute the MOA and implement it in the form of a resolution under Minnesota Statutes, section 179A.20, subdivisions 1 and 5.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL
AS FOLLOWS:**

1. The MOA between the City of Willmar and Law Enforcement Labor Services is approved.
2. The City of City of Willmar’s management shall execute the MOA.
3. The City of Willmar shall implement the MOA.

PASSED by the City of Willmar’s City Council on this 1st day of April, 2024.

ATTEST

City Clerk

Mayor

CITY OF WILLMAR
RESOLUTION NO. 2024 – _____

**APPROVING MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF
WILLMAR AND LAW ENFORCEMENT LABOR SERVICES**

Motion by: _____ Second by: _____

WHEREAS, the Law Enforcement Labor Services is the exclusive representative for certain City of Willmar employees;

WHEREAS, the parties are parties to a labor agreement for January 1, 2023 through December 31, 2025 (“Labor Agreement”);

WHEREAS, the City of Willmar City Council adopted resolution 2023-201 Certain Components for the Job Classification and Compensation Study, which included the new Base Pay Schedules (BPS) for 2023, 2024 and 2025 on December 27, 2023;

WHEREAS, the parties met and negotiated to specify the initial step placement and increases in the 2024 and 2025 Employer’s Base Pay Schedules as a result of the substantial base pay schedule modification;

WHEREAS, the parties reached a tentative agreement specifying the initial step placement and increases in the 2024 and 2025 Employer’s Base Pay Schedules as a result of the substantial base pay schedule modification through a memorandum of agreement (“MOA”); and

WHEREAS, The City of Willmar must execute the MOA and implement it in the form of a resolution under Minnesota Statutes, section 179A.20, subdivisions 1 and 5.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL
AS FOLLOWS:**

1. The MOA between the City of Willmar and Law Enforcement Labor Services is approved.
2. The City of City of Willmar’s management shall execute the MOA.
3. The City of Willmar shall implement the MOA.

PASSED by the City of Willmar’s City Council on this 1st day of April, 2024.

ATTEST

City Clerk

Mayor

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is made by and between the City of Willmar (“Employer”) and Law Enforcement Labor Services (“Union”).

Recitals

WHEREAS, the Union is the exclusive representative for certain employees of the Employer in the appropriate unit (“Bargaining Unit Employees”);

WHEREAS, the Employer and Union are parties to a Labor Agreement for January 1, 2023 through December 31, 2025 (“Labor Agreement”);

WHEREAS, the Employer and Union desire to make certain amendments to the Labor Agreement related to substantial modifications to the Employer’s base pay schedule; and

WHEREAS, Employer and Union desire to memorialize their agreement related to these items.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements to be performed, as hereinafter set forth, Employer and Union agree as follows:

Article 1. Amendments to Labor Agreement

Section 1.1 2.4 of the Labor Agreement is hereby amended to read in its entirety as follows:

2.4 BASE PAY Employee’s base rate specified in employer’s base pay schedule

Section 1.2 24.1 of the Labor Agreement is hereby amended to read in its entirety as follows:

24.1 In calendar years 2024 and 2025, respectively, employees will be paid base pay as established in employer’s base pay schedule for the respective calendar year, which is attached hereto as Exhibit A.

Section 1.3 24.4 of the Labor Agreement is hereby amended to read in its entirety as follows:

24.4 An officer assigned as a Field Training Officer (FTO) shall be compensated one hour of pay at the officer’s base pay for each full shift worked as an FTO. (If an officer assigned as an FTO works

one-half or less of a full shift as an FTO, the officer will be paid one-half hour of pay. If an officer works more than one-half of a full FTO shift, the officer will be paid the full one hour of FTO pay.)

Section 1.4 Exhibit A of Labor Agreement is hereby amended to read in its entirety as follows:

Exhibit A

2024

Job Classification	Grade	Steps											
		1	2	3	4	5	6	7	8	9	10	11	12
Police Officers	GH	\$32.64	\$33.62	\$34.63	\$35.67	\$36.74	\$37.84	\$38.98	\$40.05	\$41.05	\$42.08	\$43.13	\$43.99
Sergeants	IJ	\$38.06	\$39.20	\$40.38	\$41.59	\$42.84	\$44.12	\$45.45	\$46.70	\$47.87	\$49.06	\$50.29	\$51.29

2025

Job Classification	Grade	Steps											
		1	2	3	4	5	6	7	8	9	10	11	12
Police Officers	GH	\$33.62	\$34.63	\$35.67	\$36.74	\$37.84	\$38.98	\$40.15	\$41.25	\$42.28	\$43.34	\$44.42	\$45.31
Sergeants	IJ	\$39.20	\$40.38	\$41.59	\$42.84	\$44.12	\$45.45	\$46.81	\$48.10	\$49.30	\$50.53	\$51.80	\$52.83

Article 2. Entire Agreement

This MOA constitutes the entire agreement among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this MOA, other than the representations, covenants, or inducements contained and memorialized in this MOA. This MOA supersedes all prior negotiations, oral and written agreements, policies and practices with respect thereto addressing the specific subject matter addressed in this MOA.

Article 3. Waiver of Bargaining

Employer and Union each voluntarily and unqualifiedly waives the right and each agrees that while the current Labor Agreement is in full force and effect the other shall not be obligated to bargain collectively with respect to the express subjects or matters included in this MOA.

Article 4. Limitations

This MOA is intended for the sole and limited purpose specified herein. This MOA cannot be construed to be nor does it constitute or establish any admission of the Employer, precedent, past practice or otherwise place any prohibition or limitation on any management right of the Employer. The Employer expressly reserves the right to exercise all of its management rights without limitation.

Article 5. Amendment or Modification

This MOA or any of its terms may only be amended or modified by a written instrument that: (1) expressly states it is amending or modifying the MOA; and (2) is signed by or on behalf of all of the parties hereto or their successors in interest.

Article 6. Voluntary Agreement of the Parties

The parties hereto acknowledge and agree that this MOA is voluntarily entered into by all parties hereto as the result of arm's-length negotiations during which all such parties were represented.

Article 7. Effective Date

This MOA is effective on the latest date affixed to the signatures below. Employees will be paid base pay as established in employer's base pay schedule, on the latest date affixed to the MOA related to base pay amounts and steps.

IN WITNESS WHEREOF, the parties hereto have executed this MOA on the latest date affixed to the signatures below.

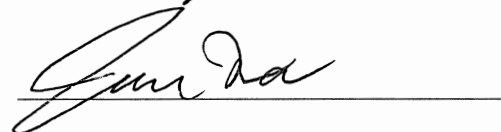
CITY OF WILLMAR

**LAW ENFORCEMENT LABOR
SERVICES, INC.**

MAYOR



CITY ADMINISTRATOR





Date

03/28/2024

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is made by and between the City of Willmar (“Employer”) and Law Enforcement Labor Services (“Union”).

Recitals

WHEREAS, the Union is the exclusive representative for certain employees of the Employer in the appropriate unit (“Bargaining Unit Employees”);

WHEREAS, the Employer and Union are parties to a Labor Agreement for January 1, 2023 through December 31, 2025 (“Labor Agreement”);

WHEREAS, the Employer substantially modified its base pay schedule;

WHEREAS, 24.1 of the Labor Agreement was recently amended to include the substantially modified base pay schedule; and

WHEREAS, the parties desire to specify initial step placement and increases in the 2024 and 2025 Base Pay Schedules as a result of the substantial base pay schedule modifications.

NOW, THEREFORE, all parties hereto agree as follows:

Article 1. Steps in Base Pay Schedule

Section 1.1. Bargaining Unit Employees will be paid base pay, effective the date this MOA is effective, that is the base pay of the step in the pay grade for their job classification in the 2024 Base Pay Schedule (BPS) as follows:

A. For Bargaining Unit Employees employed in the job classification of Police Officer as of calendar day immediately preceding the effective date of this MOA:

Step in Labor Agreement – Exh. A as of calendar day immediately preceding the effective date of this MOA	Initial Step in 2024 BPS
1	2
2	2
3	3
4	4
5	6
6	8
7	8
8	10

- B. For Bargaining Unit Employees in the job classification of Sergeant as of calendar day immediately preceding the effective date of this MOA:

Step in Labor Agreement – Exh. A as of calendar day immediately preceding the effective date of this MOA	Initial Step in 2024 BPS
1	7
2	8
3	10

Section 1.2. Bargaining Unit Employees employed as of the effective date of this MOA that:

- A. Are placed at Step 10 under Section 1.1 will receive a step increase in 2024 and 2025 BPSs, respectively, on May 1, under the components of the BPS for a step increase, while they remain employed continuously in the same job classification
- B. Were at Step 1 under the pay schedule in effect on the calendar day immediately preceding the effective date of this MOA will receive a step increase on their 6-month anniversary date in their job classification in addition to any other subsequent step increases established under the components of the BPS for a step increase.
- C. Received a step increase on a date from January 1, 2024 through the calendar day immediately preceding the effective date of this MOA under the Labor Agreement – Exhibit A will not receive a step increase in the 2024 BPS.
- D. Received a step increase from Step 4 to Step 5 on a date from January 1, 2024 through the calendar day immediately preceding the effective date of this MOA under the Labor Agreement – Exhibit A will be paid base pay, effective the date this MOA is effective, that is the base pay of Step 5 in the pay grade for their job classification in the 2024 BPS.

Section 1.3. Bargaining Unit Employees for whom Section 1.2 does not apply will receive a step increase in 2024 and 2025 on their anniversary date in their job classification under the components of the BPS for a step increase.

Section 1.4 This MOA does not affect an employee's anniversary date.

Article 2. Entire Agreement

This MOA constitutes the entire agreement among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this MOA, other than the representations, covenants, or inducements contained and memorialized in this MOA. This MOA supersedes all prior negotiations, oral and written agreements, policies and practices with respect thereto addressing the specific subject matter addressed in this MOA.

Article 3. Waiver of Bargaining

Employer and Union each voluntarily and unqualifiedly waives the right and each agrees that while the current Labor Agreement is in full force and effect the other shall not be obligated to bargain collectively with respect to the express subjects or matters included in this MOA.

Article 4. Limitations

This MOA is intended for the sole and limited purpose specified herein. This MOA cannot be construed to be nor does it constitute or establish any admission of the Employer, precedent, past practice or otherwise place any prohibition or limitation on any management right of the Employer. The Employer expressly reserves the right to exercise all of its management rights without limitation.

Article 5. Amendment or Modification

This MOA or any of its terms may only be amended or modified by a written instrument that: (1) expressly states it is amending or modifying the MOA; and (2) is signed by or on behalf of all of the parties hereto or their successors in interest.

Article 6. Voluntary Agreement of the Parties

The parties hereto acknowledge and agree that this MOA is voluntarily entered into by all parties hereto as the result of arm's-length negotiations during which all such parties were represented.

Article 7. Effective Date

This MOA is effective on the latest date affixed to the signatures below.

IN WITNESS WHEREOF, the parties hereto have executed this MOA on the latest date affixed to the signatures below.

CITY OF WILLMAR

**LAW ENFORCEMENT LABOR
SERVICES, INC.**

MAYOR

Benjamin J. Humeau

CITY ADMINISTRATOR

Joan W

Dan Wilson

Date

03/28/2024
Date



City Council Action Request

Council Meeting Date:	April 1, 2024	Agenda Item Number:	10.A.
Agenda Section:	Public Hearing:	Originating Department:	Planning and Development
Resolution:	Yes	Prepared By:	Christopher Corbett, Planning and Development Director
Ordinance:	Yes	Presented By:	Christopher Corbett, Planning and Development Director
Item:	Consideration to Approve the Purchase Agreement; an Ordinance Authorizing the Sale of Parcel: 95-872-1160 to Jennie-O Turkey Store, Inc.		

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, a resolution approving the purchase agreement between the City of Willmar and JOTS 29.97 acres/ Parcel: 95-872-1160.

Motion By: _____ Second By: _____ to approve an ordinance authorizing the sale of 29.97 acres of land Parcel: 95-872-1160 to JOTS

Motion By: _____ Second By: _____ to authorize the publication of the ordinance by summary authorizing the sale of Parcel: 95-872-1160 to JOTS

OVERVIEW:

Jennie-O Turkey Store, INC., has submitted an offer to purchase 29.97 acres (Parcel: 95-872-1160) of land north of their existing site located in the Industrial Park for \$28,500 per acre (\$854,145.00)

BUDGETARY/FISCAL ISSUES:

Increase to the Industrial Park Fund revenue at \$28,500 per acre (\$854,145.00)

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Resolution to Approve Purchase Agreement with Jennie-O Turkey Store, Inc 040124
2. JOTS - Purchase Agreement
3. Ordinance authorizing sale to JOTS 031824
4. Summary publication of JOTS land sale ordinance 031824

5. Offer Letter

Resolution No._____

**A RESOLUTION APPROVING THE COMMERCIAL PROPERTY PURCHASE AGREEMENT WITH JENNIE-O TURKEY
STORE, INC**

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 Commercial Property Purchase Agreement with Jennie-O Turkey Store, Inc is accepted and approved, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to execute a version thereof that is substantially consistent with the version appended to this resolution.

Dated this 1st day of April, 2024

Mayor

Attest:

City Clerk

COMMERCIAL PROPERTY PURCHASE AGREEMENT

This Commercial Property Purchase Agreement (this “Agreement”) is made this day of , 2024 (“Effective Date”), by and between the City of Willmar, a municipal corporation under the laws of Minnesota, hereinafter referred to as “Seller” and Jennie-O Turkey Store, Inc., a Minnesota corporation, hereinafter referred to as “Buyer”.

RECITALS

1. Seller is the owner of certain real property located in the City of Willmar, Kandiyohi County, Minnesota, identified as Parcel No. 95-872-1160, comprising 29.97 acres in size, legally described on the attached Exhibit A, and as depicted on the attached Exhibit B, together with all improvements thereon (the “Property”).
2. Buyer is the owner of Parcel Nos. 95-872-1210, 95-872-1180, 95-872-5850 and 95-872-5860 located immediately south of the Property (the “Buyer-owned Parcels”).
2. Buyer desires to acquire from Seller the entirety of the Property by voluntary sale for purposes of developing the Property to support an estimated \$30 million expansion of Buyer’s existing commercial operations on the Buyer-owned Parcels, including but not limited to modernizing Buyer’s existing turkey handling facilities and constructing a new access to Buyer’s facility from Willmar Avenue and related roadway improvements to Willmar Avenue (the “Project” also the Intended Use”).
3. Seller is willing to sell its interest in the Property “as is” without making any representations or warranties as to the condition of the Property or its suitability to Buyer’s purposes.

AGREEMENT

In consideration of the mutual covenants and agreements of the parties hereto contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Offer/Acceptance. Buyer agrees to purchase and Seller agrees to sell the Property under the terms and conditions set forth in this Agreement.
2. Purchase Price. The purchase price for the Property shall be Twenty-Eight Thousand Five Hundred and 00/100 Dollars (\$28,500.00) per acre (the “Purchase Price”), estimated to equal Eight Hundred Fifty-Four Thousand One Hundred Forty-Five Dollars (\$854,145.00), payable as follows:
 - a. Ten Thousand Dollars (\$10,000.00) as earnest money (“Earnest Money”), which Earnest Money shall be held by Seller, the receipt of which Seller hereby acknowledges; and

- b. The balance, in immediately available funds, is to be paid on the Closing Date.

3. Conveyance; No Representations or Warranties. Seller agrees to quit claim the Property to Buyer on the Closing Date using a quit claim deed without making any representations or warranties about the condition of the Property, and Buyer agrees to accept the Property “as is,” subject to the terms and conditions herein contained.

4. Closing Date. The closing shall take place through an escrow type closing using the Title Company as the closing agent, or at such other place as may be agreed to mutually by the parties, on a date mutually agreed to by the parties, but no later than thirty (30) days after the Inspection/Due Diligence Period described in Section 13 has expired or is waived in writing by Buyer, subject to extension for title curative matters pursuant to Section 10 (the “Closing Date”). Seller agrees to deliver possession of the Property to Buyer on the Closing Date.

5. Seller’s Reserved Interests; Restrictions and Covenants. Seller’s conveyance of the Property to Buyer shall be subject to the following interests reserved to the Seller and restrictions and covenants:

- a. Option to Repurchase. Seller and its successors and assigns shall retain a conditional option to repurchase the Property, or either parcel comprising the Property individually, valid for a period of two (2) years from and after the Closing Date for an amount equivalent to the Purchase Price. Seller’s option shall only vest upon Buyer’s failure to devote the Property to its Intended Use or commence construction of the Project on the Property within one year after the Closing Date. For purposes of this section, construction is considered to be commenced upon the beginning of physical improvements beyond grading. Seller may, in its sole discretion and judgment, at any time after the vesting of such option and before the earlier of (i) Buyer’s commencement of construction on the Property, or (ii) the expiration of Seller’s option, exercise the option to repurchase as provided herein. Upon the expiration of Seller’s reserved option to repurchase as provided herein, on the request of Buyer or its successors, Seller agrees to provide evidence to Buyer, or its successors, that the option to repurchase has expired, which obligation shall survive Closing.
- b. Permanent Easements Reserved to Seller. Seller and its successors and assigns shall retain, for the use and benefit of the public, certain permanent easements to be reserved on the Seller’s quit claim deed, as follows:
 - i. A permanent easement, 30 feet in width centered on the existing public sanitary sewer main located in the southwest corner of the Property; as depicted on Exhibit C attached hereto and incorporated herein by reference;

- ii. A permanent easement, twelve feet in width, for utility and drainage purposes, over, under and across those portions of the perimeter of the Property that abut a public right-of-way;
- iii. A permanent easement ten feet in width, for utility and drainage purposes, over under and across those portions of the perimeter of the Property that do not abut a public right-of-way;
- iv. Such other permanent and temporary easements as determined necessary by the City following its review of the site plan and utilities plan for the Project; and
- v. A right of flight for the passage of aircraft in the airspace above the surface to the Property. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on the Willmar Municipal Airport.

c. Restrictive Covenants.

- i. Buyer, for itself and its successors and assigns, acknowledges and agrees that the Property is subject to the Willmar Industrial Park Third Addition and Willmar Industrial Park Fourth Addition Protective Covenants, dated April 25, 2016, and recorded on April 27, 2016, as Document No. 634517 in the Office of the Kandiyohi County Recorder.
- ii. Buyer, on behalf of itself and its successors and assigns, shall not engage in any activities on the Property that would interfere with or be a hazard to the flight of aircraft over such land or to and from the Willmar Municipal Airport or interfere with air navigation and communication facilities serving such airport.
- iii. Buyer, on behalf of itself and its successors and assigns, shall not erect structures or allow natural objects to grow on the Property that would constitute an obstruction to air navigation as defined in Federal Aviation Regulations, Part 77.
- iv. Buyer, on behalf of itself and its successors and assigns, further agrees that they will not use or permit or suffer use of the Property herein conveyed in such a manner as to create a potential for attracting birds and other wildlife which may pose a hazard to aircraft.
- v. Buyer, on behalf of itself and its successors and assigns, further agrees to comply with Notice requirements contained in Federal Aviation Regulations Part 77, Subpart B.

6. Seller's Closing Documents. On the Closing Date, Seller shall deliver to Buyer the following:

- a. Quit Claim Deed. A duly executed quit claim deed, conveying the entirety of Seller's interest in the Property, subject to Seller's reserved interests and the restrictions and covenants as listed in Section 5 herein, to Buyer.
- b. Seller's Affidavits. Seller shall provide a standard owner's affidavit and/or indemnity which may be reasonably required by the Title Company to issue an owner's policy of title insurance conforming to the requirements of Section 10 of this Agreement.
- c. Well Certificate. If there are wells on the Property, a Well Certificate in the form required by Minn. Stat. § 103I.
- d. Other Affidavits. Any other affidavits or certificates that may be required under Minn. Stat. § 116.48, Subd. 6, or Sect. 115B.16 or other provisions of law.
- e. Abstract. The abstract of title or the owner's duplicate certificate of title for the Property, if the same is in the Seller's possession.
- f. Other. Such other documents as may reasonably be required to transfer fee title to the Property to Buyer and to enable the Title Company to provide the Title Policy as required by this Agreement.

7. Buyer's Closing Obligations. On the Closing Date, Buyer will deliver to Seller the Purchase Price subject to any adjustment, prorations and credits (less the Earnest Money previously paid to Seller and subject to the prorations set forth below), in immediately available funds.

8. Contingencies.

- a. Buyer's Contingencies. The obligation of the Buyer to perform under this Purchase Agreement is contingent upon the timely occurrence or satisfaction of each of the following conditions:
 - i. On the Closing Date, title to the Property shall be acceptable to Buyer in accordance with the provisions of Section 10.
 - ii. The Inspection/Due Diligence Period described in Section 13, shall have expired without Buyer's termination of the Purchase Agreement.
 - iii. Buyer has obtained financing or otherwise obtained funds sufficient to enable it to pay the Purchase Price.

- iv. Seller shall have performed all of its obligations required to be performed by Seller under this Agreement as and when required under this Agreement.
 - v. The contingencies in this section are solely for the benefit of, and may at any time be waived by, the Buyer. If any approval as provided herein is not obtained by the Closing Date, this Agreement shall be null and void at the option of the Buyer, and in this event the Earnest Money paid by Buyer shall be returned to Buyer.
- b. Seller's Contingencies. The obligation of the Seller to perform under this Purchase Agreement is contingent upon the timely occurrence or satisfaction of each of the following conditions:
- i. The City Planning Commission shall review the sale and provide a recommendation on the proposed conveyance as required by City Charter, Section 4.02, subd. 8., which shall be prepared by the Sellers and submitted within thirty (30) days of the Effective Date.
 - ii. The Willmar City Council shall pass an ordinance authorizing the sale of the Property to Buyer consistent with the terms of this Agreement as required by City Charter, Section 2.12, subd. 1(G).
 - iii. Buyer shall have performed all of its obligations required to be performed by Buyer under this Agreement as and when required under this Agreement.
 - iv. The execution and recording of a Development Agreement between Seller and Buyer, in a form satisfactory to Seller in Seller's sole discretion, consistent with Paragraph 15 below.

The contingencies in this Section are solely for the benefit of, and may at any time be waived by, the Seller.

9. Prorations. Seller and Buyer agree to the following prorations and allocation of costs regarding this Agreement.

- a. Title Insurance and Closing Fee. Buyer will pay all costs of the Title Commitment and all premiums required for the issuance of the Title Policy. Buyer will pay all costs relating to the title examination of the Property. Seller and Buyer will each pay half of any closing fee imposed by the Title Company. All other costs charged by the Title Company will be prorated as is normal and customary in the county in which the Property is located.

- b. Deed Tax. Buyer shall pay the state deed tax as required in order to convey the Property to Buyer.
- c. Real Estate Taxes and Special Assessments. General real estate taxes and installments of special assessments payable therewith payable in the year prior to the year of Closing (including any so-called green acre taxes imposed because of a change in use of the Property after Closing thereof) will be paid by Seller. General real estate taxes and installments for special assessments payable in the year of Closing shall be prorated such that Seller shall pay such portion of such taxes and assessments attributable to the period beginning on January 1 of the year in which the Closing Date takes place, and continuing through and including the Closing Date and Buyer shall pay such portion of such taxes attributable to the period beginning on the first day after the Closing Date takes place; provided, however, if the Property is exempt from real estate taxes for the year in which Closing occurs there shall be no tax proration. If general real estate taxes due and payable during the year in which the Closing Date takes place have not yet been determined as of the Closing Date, Buyer and Seller shall prorate based on the last tax statement available.
- d. Recording Costs. Seller will pay the cost of recording Seller's quit claim deed and Well Certificate, if any. Seller shall pay the cost of recording any documents necessary to perfect its own title or which release encumbrances other than Permitted Exceptions.
- e. Other Costs. All other operating costs of the Property will be allocated between Seller and Buyer as of the Closing Date, so that Seller pays that part of such other operating costs accruing on or before the Closing Date, and Buyer pays that part of such operating costs accruing after the Closing Date.
- f. Attorneys' Fees. Each of the parties will pay its own attorneys', accountants' and consultants' fees.

10. Title. Seller shall convey the entirety of its interest in the Property to Buyer at Closing by delivery of a quit claim deed, and Buyer shall have the opportunity to satisfy itself that Seller's interest in the Property is free of encumbrances other than Seller's reserved interests and the restrictions and covenants as listed in Section 5 herein, any easements and restrictions of record which do not materially interfere with Buyer's intended use of the Property, as determined by Buyer in its sole discretion, and Permitted Exceptions as provided herein.

- a. Title Commitment. Buyer may obtain at its sole cost and expense, a title commitment ("Title Commitment") covering the Property and binding the Title Company to issue at closing a current form ALTA Owner's Policy of Title Insurance ("Title Policy") in the full amount of the Purchase Price

hereunder in favor of the Buyer. Within thirty (30) days of the Effective Date of this Agreement, Seller shall deliver to Buyer one or more Abstracts of Title, if the same are in Seller's possession, covering all parcels that make up the Property.

- b. Objections. During the Inspection/Due Diligence Period Buyer may deliver to Seller such written objections as Buyer may have to any matters disclosed by the Title Commitment or in any survey to be prepared by Buyer. Seller shall use commercially reasonable efforts to satisfy such objections prior to the Closing Date.
- c. Buyer's Rights if Seller Fails to Cure Objections. If Seller delivers written notice to Buyer on or before the date thirty (30) days after its receipt of Buyer's written objections that Seller is unable to satisfy any objection, Buyer may, as Buyer's exclusive remedies, waive such objections and accept such title as Seller is able to convey, extend the Closing Date in order to cure such objections itself, or terminate this Agreement by written notice to Seller and receive a refund of the Earnest Money, provided that such termination notice must be delivered on or before the Closing Date.
- d. Permitted Exceptions. The following shall be deemed to be "Permitted Exceptions":
 - (1) Building and zoning laws, ordinances, state and federal regulations; and
 - (2) Restrictions and covenants contained in that certain Willmar Industrial Park Third Addition and Willmar Industrial Park Fourth Addition Protective Covenants, dated April 25, 2016, and recorded on April 27, 2016, as Document No. 634517 in the Office of the Kandiyohi County Recorder.; and
 - (3) The lien of general real property taxes for the year of Closing which by the terms of this Agreement are to be paid or assumed by Buyer (but prorated as described herein); and
 - (4) Matters contained in any title commitment or survey which Buyer is in possession of and for which Buyer does not make any objection to or waives any objection to and proceeds to closing on the Property.

11. Operation Prior to Closing. During the period from the date of Seller's acceptance of this Agreement to the Closing Date (the "Executory Period"), Seller shall operate and maintain the Property in the ordinary course of business in accordance with prudent, reasonable business standards, including the maintenance of adequate liability insurance and any currently-maintained insurance against loss by fire, windstorm and other hazards,

casualties and contingencies, including vandalism and malicious mischief, provided, that Seller will not enter into any contracts or agreements pertaining to the Property, except contracts or agreements which are not inconsistent with Buyer's rights hereunder and which may be terminated on not more than 30 days' notice or enter into any new leases, or renew any lease terms (other than on a month-to-month basis), or modify or terminate any lease, or accept the surrender of any leased premises, without the written consent of Buyer, which consent shall not be unreasonably withheld or delayed. Seller shall (i) comply with all laws, ordinances, regulations and restrictions affecting the Property and its use, (ii) not create any mortgage, lien, pledge or other similar encumbrance in any way affecting the Property, nor otherwise convey any interest in the Property; and (iii) not commit any waste or nuisance upon the Property.

12. Damage. If, prior to the Closing Date, all or any part of the Property is substantially damaged by fire casualty, the elements or any other cause, Seller shall immediately give notice to Buyer of such fact and at Buyer's option (to be exercised within fifteen (15) days after Seller's notice), this Agreement shall terminate. In the event Buyer so terminates this Agreement, the parties will have no further obligations under this Agreement and any Earnest Money, together with any accrued interest, shall be refunded to Buyer.

13. Inspection/Due Diligence Period. Buyer shall have ninety (90) days from the Effective Date, subject to extension pursuant to Sections 13.c) or (d) below (the "Inspection/Due Diligence Period"), to (i) conduct such surveys, reviews, inspections and tests of the Property as Buyer in its sole discretion deems necessary or advisable, (ii) conduct a Phase I environmental site assessment of the Property and, if a Recognized Environmental Condition is found or if recommended in the Phase I assessment, a Phase II environmental site assessment of the Property, (iii) obtain such federal, state and local governmental approvals (including, without limitation, zoning and site plan approvals and approvals of the plans and specifications) and permits (including, without limitation, building permits) and other necessary or desirable approvals, permits, and entitlements (collectively, "Entitlements") as Buyer in its sole discretion deems necessary or advisable for Buyer's proposed development and use of the Property, including all requisite governmental and third party approvals for the design and extension of all utilities to the Property that support the Intended Use (the "Utilities"); (iv) determine the legal and economic feasibility of the proposed development; and (v) obtain financing for Buyer's proposed development on such terms and conditions as are satisfactory to Buyer, in Buyer's sole discretion. Such rights of inspection/due diligence by Buyer shall include, but not necessarily be limited to, the following:

- a. Seller shall allow Buyer and its agents, upon 24 hours' advance verbal or written notice from Buyer to Seller, the right of any ingress and egress over and through the Property for the purpose of inspecting and testing the same and making other observations as Buyer deems prudent, necessary or advisable, all however, at Buyer's expense. Buyer agrees to indemnify, defend and hold harmless Seller from all expense, injury, death, or property damage or claims of any kind whatsoever arising out of or in any way incidental to Buyer's presence on the Property for the purposes aforesaid,

except to the extent attributable to any pre-existing defects in the Property, it being understood and agreed that Buyer shall not be responsible for the restoration, remediation or other affirmative act with respect to any pre-existing condition which indemnity and hold harmless obligation of Buyer shall survive termination of this Purchase Agreement for any reason, provided Seller shall tender defense of any claim subject to Buyer's indemnity to Buyer in sufficient time to avoid prejudice, and Buyer shall have the right to assume and control the defense thereof with counsel selected by Buyer and reasonably acceptable to Seller. Buyer will return the Property to its original condition after any inspections and testing.

- b. If prior to the end of the Inspection/Due Diligence Period, Buyer finds any information or conditions relating to the Property or Buyer's proposed development and use thereof that are objectionable to Buyer in Buyer's sole discretion, Buyer shall have the right to terminate this Purchase Agreement by giving written notice of termination to Seller no later than the end of the Inspection/Due Diligence Period and in such case, any Earnest Money shall be promptly refunded to Buyer. For purposes of this Section, objectionable information or conditions means: (1) that the item or component being inspected is not fit for its intended purpose in Buyer's sole discretion, that it is in violation of a public law, code or regulation, that it needs replacement, cleaning, repairs or service, or that it is missing essential parts; or, (2) that a Recognized Environmental Condition (such as for example radon, mold, well water contamination, asbestos, soil contamination, noise or vibration) exists at levels that are unacceptable to Buyer. However, an item or component is not in objectionable condition if its only imperfections are cosmetic or signs of wear and tear or diminished effectiveness associated with an item or component of its age, or because it is not new or perfect, or because it is legally nonconforming under current law.
- c. In the event that the Phase I environmental site assessment of the Property conducted by Buyer finds a Recognized Environmental Condition or recommends that a Phase II environmental site assessment of the Property be completed, the parties shall agree to extend the Inspection/Due Diligence Period as reasonably necessary to allow such Phase II environmental site assessment to be completed if desired by Buyer, and any other applicable time periods established herein shall be extended by the same amount of time as the Inspection/Due Diligence Period extension.
- d. Buyer shall have the right and option to extend the Inspection/Due Diligence Period for one (1) period of sixty (60) days. Buyer shall exercise its right and option to extend the Inspection/Due Diligence Period, as aforesaid, if at all, by: (i) giving Seller notice of such election on or before the date the Inspection/Due Diligence Period expires (as the same may be extended).

- e. Regardless of any other provision to the contrary in this Agreement, Buyer at any time on or prior to the expiration of the Inspection/Due Diligence Period, may elect, in its sole discretion, for no reason or for any reason, to terminate this Agreement by delivery of a written notice (the “Termination Notice”) to Seller, with a copy to Title Company, given on or before the last day of the Inspection/Due Diligence Period, whereupon the Earnest Money, together with all interest earned thereon, shall be returned immediately to Buyer and neither party shall have any further liability to the other hereunder, except as hereinafter specifically provided in this Agreement.

14. Purchase “As-Is”. Subject to Buyer’s right to terminate this Agreement during the Inspection/Due Diligence Period (Section 13) and subject to the satisfaction of the conditions to Closing, Buyer agrees to accept the condition of the Property at Closing, including specifically without limitation, the environmental and geological condition of the Property, in an “AS-IS” and with “ALL FAULTS” condition. Buyer’s acceptance of title to the Property shall represent Buyer’s acknowledgment and agreement that, except as expressly set forth in this Agreement: (i) Seller has not made any written or oral representation or warranty of any kind with respect to the Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose), (ii) Buyer has not relied on any written or oral representation or warranty made by Seller, its agents or employees with respect to the condition or value of the Property, (iii) Buyer has had an adequate opportunity to inspect the condition of the Property, including without limitation, any environmental testing, and to inspect documents applicable thereto, and Buyer is relying solely on such inspection and testing, and (iv) the condition of the Property is fit for Buyer’s intended use. Buyer agrees to accept all risk of Claims (including without limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) whether past, present or future, existing or contingent, known or unknown, arising out of, resulting from or relating to the condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation, the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated or will migrate from or to the Property.

For purposes of this Section, the following terms have the following meanings:

“Environmental Law” means the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §9601 et seq. the Federal Water Pollution Control Act, 33 U.S.C. §1201 et seq., the Clean Water Act, 33 U.S.C. §1321 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq., the Toxic Substances Control Act, 33 U.S.C. §1251 et seq., and the Minnesota Environmental Response and Liability Act, all as amended from time to time, and any other federal, state, local or other governmental code, statute, regulation, rule, law, permit, consent, license, order or ordinance dealing with the protection of human health,

safety, natural resources or the environment now existing and hereafter enacted; and

“Hazardous Substance” means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law; and

“Claim” or “Claims” means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgment, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney’s fees, consultant’s fees, costs, remedial action costs, cleanup costs and expenses which may be related to any claims).

15. Development Agreement Required. Prior to Closing, Seller and Buyer shall enter into and record a Development Agreement, which agreement is expected to contain, to the extent applicable, provisions consistent with the following:

- a. Prior to commencing the Project, Buyer shall replat the Property together with the Buyer-owned Parcels in compliance with the City’s subdivision regulations;
- b. Buyer shall execute such document as necessary to memorialize the permanent easement over under and across Buyer’s Parcel No. 95-872-1210 that was reserved to the public in Willmar City Council Resolution No. 2, dated July 7, 2014, which amended Willmar City Council Resolution No. 2014.01, dated February 3, 2014, a copy of which is attached hereto as Exhibit D and incorporated herein by reference;
- c. Buyer shall grant to Seller a permanent easement 30 feet in width over the Buyer-owned Parcels, or any of them, centered on the existing watermain from which water service is provided to Buyer’s Parcel No. 95-872-5860;
- d. Buyer shall be responsible at Buyer’s sole cost and expense for relocating any drainage and other utility infrastructure existing on the Property as may be required to accommodate the Project. All such utility relocations shall be completed to the satisfaction of Seller’s City Engineer.

16. Notices. Any notice required or permitted to be given by any party upon the other is given in accordance with this Agreement if it is directed to Seller by delivering it personally to a representative of Seller; or if it is directed to Buyer, by delivering to a representative of Buyer; or if mailed by United States registered or certified mail; return receipt requested, postage prepaid; or if transmitted by facsimile or e-mailed copy, and unless a confirmation of receipt is received then it must be followed by mailed notice as

above required, or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Seller: City Administrator
City of Willmar
333 Sixth Street Southwest
Willmar, MN 56201

If to Buyer: Jennie-O Turkey Store, Inc.
Attn: President
2505 Willmar Avenue Southwest
Willmar, MN 56201

With Copy to: Hormel Foods Corporation
Attn: General Counsel
1 Hormel Place
Austin, Minnesota 55912

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit as aforesaid; provided, however, that if notice is given by deposit, that the time for response to any notice by the other party shall commence to run two (2) business days after any such deposit. Any party may change its address for the service of notice by giving advance written notice of such change to the other party, in any manner above specified. Attorneys for each party shall be authorized to give notices for such party.

17. Entire Agreement; Amendments. This Agreement represents the complete and final agreement of the parties and supersedes any prior or contemporaneous oral or written understanding between the parties. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in writing executed by the parties. This Agreement may be amended only in writing, signed by both parties.

18. Binding Effect; Assignment. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. Each party agrees to give the other party notice prior to assigning its interest in the Property or this Agreement. Buyer may assign all of Buyer's rights hereunder to and have its obligations hereunder assumed by any person, firm, partnership, corporation or other entity, and in the event of any such assignment, Buyer shall be released from any further obligations which have not yet accrued hereunder.

19. Controlling Law. The Parties acknowledge and agree that each has been given the opportunity to independently review this Agreement with legal counsel, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of this Agreement. The Parties have equal bargaining power and intend the plain meaning of the provisions of this Agreement. In the event of an ambiguity in or dispute regarding the interpretation of this Agreement, the ambiguity or dispute shall not be resolved by application of any rule that provides for interpretation against the drafter of the

Agreement. This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.

20. Remedies. If Closing does not occur as a result of a default by Buyer which is not cured within thirty (30) days after receipt of written notice from Seller identifying such default, then Seller has the right to immediately terminate this Agreement and retain the Earnest Money as liquidated damages, time being of the essence of this Agreement. The termination of this Agreement and retention of the Earnest Money will be the sole remedy available to Seller for such default by Buyer, and Buyer will not be liable for damages. If Closing does not occur as a result of a default by Seller which is not cured within thirty (30) days after receipt of written notice from Buyer identifying such default, then Buyer has the right to (a) immediately terminate this Agreement and have the Earnest Money returned to it or (b) enforce this Agreement by specific performance.

21. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and which together shall constitute a single, integrated contract.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

BUYERS:

JENNIE-O TURKEY STORE, INC.

SELLER:

CITY OF WILLMAR

By: _____
Steve Lykken, President

By: _____
Douglas E. Reese, Mayor

By: _____
Leslie Valiant, City Administrator

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

(Subject to revision in accordance with Title Commitment)

Lot 1, Block 3, Willmar Industrial Park, Third Addition.

EXHIBIT B
DEPICTION OF THE PROPERTY



EXHIBIT C
DEPICTION OF PERMANENT EASEMENT FOR SANITARY SEWER MAIN

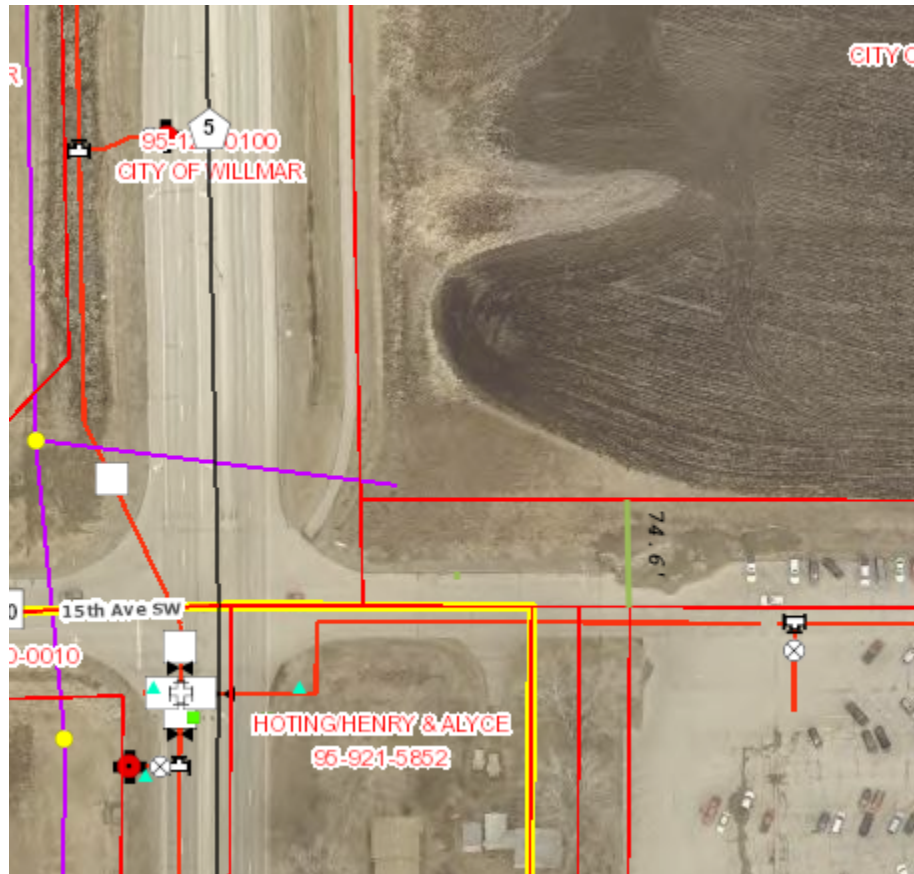


EXHIBIT D
WILLMAR CITY COUNCIL RESOLUTION NO. 1, DATED JULY 7, 2014

RESOLUTION NO. 2

AMENDING RESOLUTION NO. 2014.01
VACATING A PORTION OF A PUBLIC STREET

WHEREAS, the City Council by duly adopted Resolution 2014.01, enacted February 3, 2014, which authorized the vacation of a portion of a public street, namely portions of the former Highway 40 as identified in that Resolution;

WHEREAS, Resolution 2014.01 provides that such vacation shall become effective "conditioned on the completion and opening of the realigned Willmar Avenue SW between 22nd Street SW and County State Aid Highway 5";

WHEREAS, Resolution 2014.01 provides that "a utility easement be kept by the owners of the above-described properties over the entire street right of way vacated by this resolution";

WHEREAS, subsequent to adoption of Resolution 2014.01 but prior to the effective date of the vacation of public right-of-way authorized in such Resolution, and following City staff review of the construction plans and specifications for the project to be constructed in the area, the City has determined that it is in the best interests of the City of Willmar to more clearly define the utility easement area.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby amends Resolution 2014.01 to more particularly define the utility easement identified and reserved to the City therein as follows and as depicted on Exhibit A:

A permanent utility easement and right of way, over, under and across the following described property located in Section 21, Township 119 North, Range 35W in the County of Kandiyohi, State of Minnesota, which shall run with the lands of the party/parties hereto, including the perpetual right to enter upon such described property at any time that it may see fit to construct, maintain and repair an underground utility line or lines under and through such described property, together with the right to excavate and refill ditch and trenches for the location of said utility lines and the further right to remove such trees, bushes, undergrowths and other obstructions interfering with the location, construction and maintenance of said utility lines as may be reasonable necessary with the right of access, for ingress and egress across said easement:

Beginning at the Southeast Corner of Lot 1, Block 5, WILLMAR INDUSTRIAL PARK THIRD ADDITION, according to the recorded plat thereof, Kandiyohi County, Minnesota, thence on an assumed bearing S 46° 26' 48" W, a distance of 47.55 feet, thence on a bearing N 89° 36' 20" W, a distance of 43.23 feet, thence on a bearing N 46° 26' 48" E, a distance of 47.55 feet, thence on a bearing S 89° 36' 20" E, a distance of 43.23 feet to the point of beginning.

BE IT FURTHER RESOLVED that a certified copy of the Resolution be filed with the Kandiyohi County Recorder on or after July 7, 2014.

Dated this 7th day of July, 2014.

/s/ Frank Yanish
MAYOR

/s/ Kevin Halliday
Attest: CITY CLERK

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SALE OF
REAL PROPERTY TO JENNIE-O TURKEY STORE, INC.

The City Council of the City of Willmar hereby ordains as follows:

Section 1. AUTHORIZATION OF SALE. Finding it to be in the best interests of the City of Willmar, the Willmar City Council hereby authorizes the sale and conveyance of real property owned by the City consisting of approximately 29.97 acres identified as Parcel No. 95-872-1160, as legally defined on Exhibit A hereto, to Jennie-O Turkey Store, Inc., a corporation organized under the laws of the State of Minnesota, by quit claim deed pursuant to the terms and conditions of a Commercial Property Purchase Agreement to be entered into between the City and Jennie-O Turkey Store, Inc.

Section 2. EFFECTIVE DATE. This ordinance shall take effect after its adoption and second publication.

Passed by the City Council of the City of Willmar this ____ day of _____, 2024.

ATTEST:

Verna Larsen, City Clerk

Douglas E. Reese, Mayor

VOTE: ____ ASK ____ ASMUS ____ BUTTERFIELD ____ DAVIS
 ____ FAGERLIE ____ NELSEN ____ O'BRIEN ____ SHULDES

This Ordinance introduced by Council Member: _____

This Ordinance introduced on: _____

This Ordinance published on: _____

This Ordinance given a hearing on: _____

This Ordinance adopted on: _____

This Ordinance published on: _____

EXHIBIT A
LEGAL DESCRIPTION

(Subject to revision in accordance with Title Commitment)

Lot 1, Block 3, Willmar Industrial Park, Third Addition, in the City of Willmar, County of Kandiyohi, State of Minnesota, according to the plat on file and of record in the office of the County Recorder of Kandiyohi County, Minnesota

SUMMARY PUBLICATION OF CITY OF WILLMAR ORDINANCE NO. ____

**AN ORDINANCE AUTHORIZING THE
SALE OF REAL PROPERTY TO JENNIE-O TURKEY STORE, INC.**

Summary: Ordinance No. ____ authorizes the sale and conveyance of real property owned by the City consisting of approximately 29.97 acres in the Industrial Park Third Addition to Jennie-O Turkey Store, Inc., pursuant to the terms of a purchase agreement to be separately approved by the City.

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



March 7, 2024

Leslie Valiant
City of Willmar
333 SW 6th Street
Willmar, MN. 56201

RE: City of Willmar parcel 95-872-1160

Leslie,

Thank you for creating the opportunity for Jennie-O to discuss the purchase of parcel 95-872-1160 with the council members on Monday, March 4th. We appreciate the attention given by staff and council to our proposal in the hopes of continuing a strong partnership into the future. Our plans to grow our business in Willmar further cements our passion and commitment to this great community. By acquiring this property our leaders can confidently work towards solutions to expand operations that support our customers, consumers, and the community we call home.

By way of this communication, we are formally resubmitting an updated proposal to purchase parcel 95-872-1160 at a price of \$28,500 per acre. The parcel's deeded acres are listed at 29.97 making the final and total offer for the property at \$854,145. We are requesting timely action on this proposal so we can bring together both parties to finalize the details leading up to and including closing.

Please do not hesitate to reach out to me with any questions or clarifications on this request.

Sincerely,

Matt Schrupp
VP of Supply Chain Operations – Jennie-O

Jennie-O

2505 Willmar Avenue SW | Willmar, MN 56201 | 320.235.2622



City Council Action Request

Council Meeting Date:	April 1, 2024	Agenda Item Number:	10.B.
Agenda Section:	Public Hearing:	Originating Department:	Planning and Development
Resolution:	No	Prepared By:	Christopher Corbett, Planning and Development Director
Ordinance:	Yes	Presented By:	Christopher Corbett, Planning and Development Director
Item:	Approve authorizing the Ordinance for City Land sale in the 4 th Addition of the Willmar Industrial Park for Dooley's Petroleum Expansion Project		

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, to adopt, assign a number and publish an ordinance for the sale of 5.52 acres of land in the Willmar Industrial Park 4th Addition to Dooley's Petroleum.

Motion By: _____ Second By: _____, to publish by summary land sale ordinance due to the length and cost of publishing the entire ordinance authorizing the sale of real property between the City of Willmar and Dooley's Petroleum.

OVERVIEW:

Since the Spring of 2023, the City of Willmar and the Kandiyohi County & City of Willmar Economic Development Commission (EDC) have been working with Dooley's Petroleum regarding a land purchase in the Willmar Industrial Park that will enable the Willmar-based company to expand. In the attached map of the 4th Addition, the three lots that Dooley's currently owns are shown in orange. The two lots they wish to purchase are shown in yellow.

Dooley's Petroleum is proposing to purchase Lot 6 of Block 4 in the 4th Addition, located directly south of their headquarters and northeast of the new FedEx Ground Distribution Center. With the growth of logistics and warehousing in the industrial park, inc. FedEx, Northern Radiator, Magnum Trucking, Mills Parts Center, etc.), Dooley's is proposing a fleet truck fuel station. They are also now planning to double the size of their maintenance facility located on Lot 4. When that building is expanded to the south, Dooley's will lose a truck parking lot. Therefore, they wish to purchase Lot 3 of Block 4 so that they can add a parking lot. The P.A. does allow for up to two box culverts and crossings over the stormwater drainage swale between Lots 3 and 4 to facilitate the movement of vehicles.

BUDGETARY/FISCAL ISSUES:

The purchase price for PID No. 95-872-2350, a 2.93-acre parcel, is \$35,500 per acre or \$104,015. The purchase price for PID No. 95-872-2320, a 2.59-acre parcel, is \$29,000 per acre or \$75,110. The total sale price for Lots 6 and 3 of the 4th Block in the 4th Addition is \$179,125. In addition, Dooley's would be paying a Park Dedication Fee (7% of the land value) of about \$12,539.

ALTERNATIVES TO CONSIDER:**ATTACHMENTS:**

1. Ordinance authorizing sale to Dooley's
2. Summary publication of Dooley's land sale ordinance
3. Dooley's Petroleum Current + Proposed Lots in 4th Addition

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SALE OF
REAL PROPERTY TO DOOLEY’S PETROLEUM, INC.

The City Council of the City of Willmar hereby ordains as follows:

Section 1. AUTHORIZATION OF SALE. Finding it to be in the best interests of the City of Willmar, the Willmar City Council hereby authorizes the sale and conveyance of real property owned by the City consisting of approximately 5.5 acres identified as Parcel Nos. 95-872-2350 and 95-872-2320, as legally defined on Exhibit A hereto, to Dooley’s Petroleum, Inc., a corporation organized under the laws of the State of Minnesota, by quit claim deed pursuant to the terms and conditions of a Commercial Property Purchase Agreement to be entered into between the City and Dooley’s Petroleum, Inc.

Section 2. EFFECTIVE DATE. This ordinance shall take effect after its adoption and second publication.

Passed by the City Council of the City of Willmar this ____ day of _____, 2024.

ATTEST:

Verna Larsen, City Clerk

Douglas E. Reese, Mayor

VOTE: ____ ASK ____ ASMUS ____ BUTTERFIELD ____ DAVIS
 ____ FAGERLIE ____ NELSEN ____ O’BRIEN ____ SHULDES

This Ordinance introduced by Council Member: _____

This Ordinance introduced on: _____

This Ordinance published on: _____

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EXHIBIT A
LEGAL DESCRIPTION

(Subject to revision in accordance with Title Commitment)

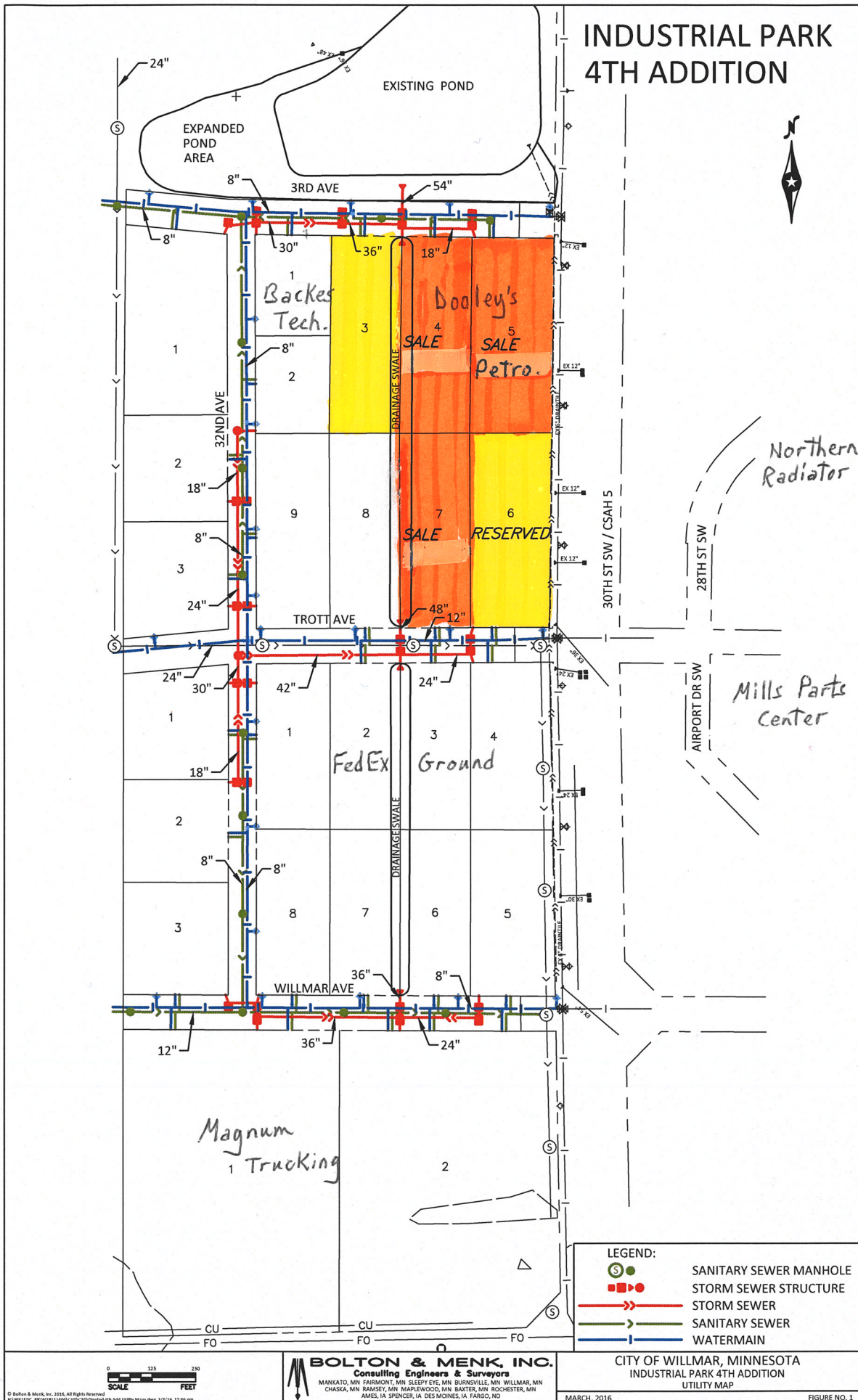
Lot 6, Block 4, Willmar Industrial Park Fourth Addition, and that part of vacated parcel 11, City of Willmar Interceptor Sewer R-O-W Plat No 1, together with Lot 3, Block 4, Willmar Industrial Park Fourth Addition, in the City of Willmar, County of Kandiyohi, State of Minnesota, according to the plat on file and of record in the office of the County Recorder of Kandiyohi County, Minnesota

SUMMARY PUBLICATION OF CITY OF WILLMAR ORDINANCE NO. ____

**AN ORDINANCE AUTHORIZING THE
SALE OF REAL PROPERTY TO DOOLEY'S PETROLEUM, INC.**

Summary: Ordinance No. ____ authorizes the sale and conveyance of real property owned by the City consisting of two lots totaling approximately 5.5 acres in the Industrial Park Fourth Addition to Dooley's Petroleum, Inc., pursuant to the terms of a purchase agreement to be separately approved by the City.

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





City Council Action Request

Council Meeting Date:	April 1, 2024	Agenda Item Number:	11.A.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	No	Prepared By:	Leslie Valiant, City Administrator
Ordinance:	No	Presented By:	Matt Dawson
Item:	Outdoor Ice Rink request		

RECOMMENDED ACTION:

OVERVIEW:

Willmar citizen, Matt Dawson, requested to present to the Council a request to use the remaining LOST bond funding of approximately \$1.4 million for an outdoor ice rink.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Review LOST Outdoor ice rink
2. Invest In Willmar Flyer 2
3. View of outdoor rink

Outdoor Rink

Summary: Local Option Sales Tax: 30,000,000

7,000,000 Storm: These funds are in the city staff and council direction.
2,000,000 Community Center: These funds are in the city staff and council direction.

21,000,000 Recreation Projects:

2,000,000 Swansson: Plans submitted to the council, approved by council, project closed out and completed.

3,000,000 Robbins Island: Plans submitted to the council, approved by council, project closed out and completed.

6,000,000 Fields: Plans submitted to the council, approved by council, project closed out and completed.

10,000,000 Rec Center: Plans submitted to the council, approved by council, project closed out and completed.

***1,500,000 remaining sales tax dollars from the recreation projects to go toward the Outdoor rink/pavilion.

Request for 1,500,000 remaining/leftover funds:

The dollars from the 21 Million dollars of the projects above please direct the funding to the outdoor rink/pavilion. The Hockey community is a large group of people that played a major role in passing the vote to fund all the projects that benefited the community and were NOT funded by raising property taxes. The rink can be rented to the Hockey association and will generate revenue for the city and help all ice programs have more ice and options to grow their memberships. It also offers recreational weekday skating and Hockey for kids not in programs.

Eight months a year it becomes a pavilion used for basketball, pickle ball, volleyball rollerblading during rain or hot sunny days (with minimal expenses like the Pickleball courts at Sperry) and will NOT need to be staffed.

Thank you for your consideration, Matt Dawson Invest In Willmar Chair

Steps to take if council awards left over funding for outdoor rink

1. Excavate:

- A hockey rink is 85X200 so probably need a level area 100x225 or so. This area should be near the side door on South side of Blue Line arena. The door was installed for kids to have access to skate out to an outdoor rink, so the city does not have to build a warming house. This door is next to a small garage door in Blue Line Rink.

2. Cover/Roof:

This is critical to keep the sun, rain and snow off the ice. It also allows a structure to put lights.

3. Lights:

During the Winter Monday thru Friday, many families are at the civic center from 5:00pm-10:00pm. It's critical we have lights out there as it's dark by 5:00pm

4. Boards and Glass:

This is critical as the wind is a factor out there and the glass will cut the wind. With boards and glass, the city can rent ice for Rec, Association and HS hockey games outside. It can also be used in the winter for outdoor recreation skating, curling and broomball programs.

INVEST IN WILLMAR

Invest in Willmar is a grassroots campaign to grow and improve our community's infrastructure by working towards passing a half percent local option sales tax to fund six projects. This tax will generate \$30 million in 13 years and will sunset if the dollar amount is reached prior to the 13 year mark.

Robbins Island Regional Park

- \$3,000,000
- Shelters
- Roads
- Parking lots

Recreation Center/Events Center

- \$10,000,000
- Pickle ball/tennis
- Seating for concerts/shows
- Kitchen/kids play space
- Outdoor covered skating rink
- Locker rooms with meeting spaces

Recreation Fields

- \$6,000,000
- Girls softball fields/youth baseball fields
- Two recreation multi purpose turf fields
- Concession stands
- Lights on timer for evening recreation
- Bubble over one turf field 6 months of the year

Swansson Field Regional Park

- \$2,000,000
- Concession stands
- Restrooms
- Stadium seating for orange
- Plaza shelter
- Playground area

Step 1: City Council votes to publish on the ballot

Step 2: The voters vote Yes or No on November 6

Step 3: State legislature decides to approve or not approve the plan

Step 4: Local committees are set to represent the 6 specific projects

Step 5: The committees work with the architects and report to the City Council to administer the projects

Storm Water

- \$7,000,000
- Southeast regional pond
- Kennedy school area regional pond
- Voss park outflow improvement
- Miller park regional pond
- Continue to fund the master plan

Community Center

- Complete replacement of current community center

LEARN MORE AT investinwillmar.com

Why a local option sales tax?

We felt it was important to not put the responsibility of raising this money on the backs of property owners. Rather we opted to go the route that many other communities have chosen and found success with which is a local option sales tax which spreads the cost out over more people. Half of the sales tax revenue collected in Willmar comes from people that live outside of Willmar.

Basic needs are NOT subject to a sales tax and would include items like clothing, groceries, health care, prescriptions and fuel. If you're not charged sales tax on it now, you won't be charged sales tax on it when this local option sales tax passes on November 6th.

Current sales tax rates in comparable outstate MN communities

- Fergus Falls-7.875%
- New Ulm-7.875%
- Bemidji-7.875%
- Marshall-7.875%
- New London-7.875%
- Spicer-7.875%
- Brainerd-7.875%
- Mankato-7.875%
- Willmar-7.375%

Currently in Willmar, our .5% local sales tax puts \$2.5 million into our community annually

Willmar's current 7.375% sales tax is composed of:

- Minnesota State Sales Tax 6.875%
- Kandiyohi County .5% sales tax

The current .5% sales tax is projected to be removed in less than 5 years when funding for the 4 county road projects are completed.





City Council Action Request

Council Meeting Date:	April 1, 2024	Agenda Item Number:	11.B.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	No	Prepared By:	Kyle Box, City Operations Director
Ordinance:	No	Presented By:	Leslie Valiant, City Administrator
Item:	Mayor's Community Center Task Force Report		

RECOMMENDED ACTION:

OVERVIEW:

The Mayor's Community Center Task Force Chair, Tom Gilbertson, will report its findings to the City Council. Task Force members include residents Dianna Frey and Denis Anderson. Council members Justin Ask, Julie Asmus, and Mayor Reese. Staff members are Britta Diem, Community Center Manager; Rob Baumgran, Recreation Director; Pablo Obregon, Community Growth Director; Leslie Valiant, City Administrator.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

None



City Council Action Request

Council Meeting Date:	April 1, 2024	Agenda Item Number:	11.C.
Agenda Section:	Regular Business	Originating Department:	Public Works
Resolution:	Yes	Prepared By:	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	Presented By:	Jared Voge, P.E.
Item:	Project No. 2401-A Bid Award & As-Bid Budget		

RECOMMENDED ACTION:

Adopt the resolution awarding Project No. 2401-A to Levanen Underground, LLC in the amount of \$719,661.

Adopt the resolution approving the as-bid budget for Project No. 2401-A in the amount of \$921,900.

OVERVIEW:

Project No. 2401-A, the reconstruction of 10th Street NW from Ella Avenue to Gorton Avenue, is included in the 2024 street improvements. Bids were opened on March 20, 2024, with 7 bids received. The low bidder for the project is Levanen Underground, LLC of Kimball in the amount of \$719,661, which is below the Engineer's estimate of \$839,969.

BUDGETARY/FISCAL ISSUES:

The project will be funded by bond proceeds, assessments, MUC funds, and Wastewater funds.

ALTERNATIVES TO CONSIDER:**ATTACHMENTS:**

1. Resolution- Accept Bid 2401-A
2. Project No. 2401-A As-Bid Budget
3. Project No. 2401-A Council Bid Recommendation
4. 2401-A 10th Street NW Title Sheet

Resolution No._____

A RESOLUTION AWARDING PROJECT NO. 2401-A TO LEVANEN UNDERGROUND, LLC IN THE AMOUNT OF \$719,661.

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 Levanen Underground, LLC of Kimball, MN for Project No. 2401-A 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 \$719,661.

Dated this 1st day of April, 2024

Mayor

Attest:

City Clerk

RESOLUTION NO. ____
PROJECT NO. 2401-A AS-BID BUDGET
TOTAL COST \$921,900

*Budget Amounts are Essential

Motion By: _____

Second By: _____

Code

PERSONNEL SERVICES

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

TOTAL **\$0.00**

RECEIVABLES

Assessments Prop Owners \$115,800
Community Investment/Levy \$626,900
MSA \$0
MUC \$113,500
WTP \$65,700
LOST \$0

TOTAL **\$921,900**

SUPPLIES

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

TOTAL **\$0.00**

FINANCING

GENERAL \$742,700
LOST \$0
MSA \$0
WTP \$65,700
MUC \$113,500

TOTAL **\$921,900**

GRAND TOTAL **\$921,900**

Dated this 1st day of April, 2024

OTHER SERVICES

33* Travel-Conf.-Schools
34 Mtce. of Equipment
35 Mtce. of Structures
36* Mtce. of Other Impr. \$719,700
37 Subsistence of Persons
38 Cleaning & Waste Removal
39* Other Services \$36,000

TOTAL **\$755,700**

Mayor

Attest:

City Clerk

OTHER CHARGES

46* Prof. Serv. \$166,200
48 Admin OH (Transfer)

TOTAL **\$166,200**

GRAND TOTAL **\$921,900**



Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

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

MEMORANDUM

Date: March 25, 2024

To: Leslie Valiant, City Administrator
Mayor Reese and Members of the City Council
City of Willmar, Minnesota

From: Joshua Halvorson, P.E.
Principal Engineer

Subject: 10th Street NW Improvement Project
City of Willmar, Minnesota
BMI Project No.: 0W1.132905
City Project No.: 2401-A

On March 20, 2024, we received seven (7) bids for the 10th Street NW Improvement Project. The base bids ranged from \$719,661.00 to \$871,756.17. The Engineer's estimate for the project was \$839,969.00. The low bidder for the project is Levanen Underground LLC of Kimball, Minnesota. A bid tabulation is attached for your review.

The low bid received has submitted a valid bid per instructions to bidders for the construction contract. This includes submitting the required signed bidder forms of the total bid, completed responsible contractor forms, and an effective bid bond.

Levanen Underground LLC has provided past project references to show they have the equipment, financial resources, and resume to complete the job. My recommendation is the City Council award the project for 10th Street NW Improvement Project to Levanen Underground LLC of Kimball, Minnesota in the amount of \$719,661.00 based on the references provided and all items relating to the submitted bid are conforming of the bid requirements.

Please feel free to contact me if you have any questions.

JJH/kp

Cc: Justin Deleeuw, Public Works Director
Jared Voge, City Engineer

Attachments: Bid Tab

BID TABULATION

PROJECT: 10TH STREET NW IMPROVEMENT PROJECT
CITY OF WILLMAR, MINNESOTA

DATE: March 20, 2024

TIME: 2:00 P.M.

PROJECT NO. OW1.132905 / 2401-A

QUEST PROJECT NO. 8994973

ENGINEER'S ESTIMATE: \$ 839,969.00

BIDDERS	BASE BID
1. Levanen Underground LLC Kimball, MN	\$719,661.00
2. Molitor Excavating Inc Waite Park, MN	\$736,832.05
3. Crow River Construction New London, MN	\$754,440.25
4. Duininck, Inc. Prinsburg, MN	\$776,138.70
5. Swenson and Sons Construction New London, MN	\$824,829.10
6. Land Pride Construction Paynesville, MN	\$833,384.55
7. Kuechle Underground Inc. Kimball, MN	\$871,756.17

CITY OF WILLMAR, MN
CONSTRUCTION PLANS FOR
10TH STREET NW
IMPROVEMENT PROJECT

SANITARY SEWER, WATERMAIN, STORM SEWER, & STREET IMPROVEMENT
FEBRUARY, 2024

RESOURCE LIST

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CONSULTANT
BOLTON & MENK, INC.
JOSHUA HALVORSON, P.E.
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WATER
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ALAN NEER
MATT KADERLIK
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CELL: (320) 894-8141 (MATT)
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ED ZURN
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WASTEWATER
CITY OF WILLMAR
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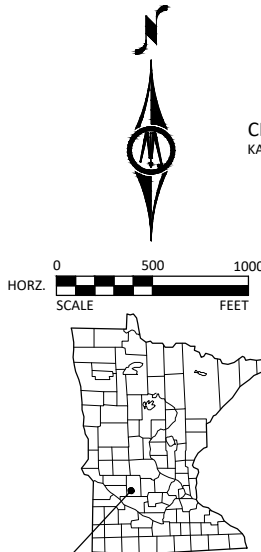
UTILITIES

GAS
CENTERPOINT ENERGY
ANNAH ANDERSON
700 WEST LINDEN AVENUE
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WINDSTREAM/EN-TEL
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MAPLE LAKE, MN 55358
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EMAIL: Mike.Althoff@Windstream.com



MAP LEGEND

- PROJECT LIMITS
CITY HALL

SHEET NUMBER	SHEET TITLE
GENERAL	
G0.01-G0.03	TITLE SHEET, LEGEND, CONSTRUCTION NOTES
G1.01	STATEMENT OF ESTIMATED QUANTITIES
G2.01 - G2.03	EXISTING UTILITY MAPS
G2.04 - G2.06	PROPOSED UTILITY MAPS
CIVIL	
C0.01	EXISTING CONDITIONS & REMOVALS
C1.01	10TH STREET NW
C1.01	TYPICAL SECTIONS
C1.02	STREET & SIGN
C1.03	SANITARY SEWER
C1.04 - C1.05	WATERMAIN
C1.06	STORM SEWER
C1.07	EROSION CONTROL
C1.08 - C1.09	WATERMAIN TRACER WIRE
C1.10 - C1.15	PEDESTRIAN CURB RAMP
C2.01	STORMWATER POLLUTION PREVENTION PLAN (SWPPP)
C2.01	SWPPP PLAN
C4.01	SANITARY SEWER & WATERMAIN PLAN & PROFILE
C5.01	10TH STREET NW
C5.01	STORM SEWER PLAN & PROFILE
C6.01	10TH STREET NW
C6.01	STREET PLAN & PROFILE
C6.02 - C6.04	INTERSECTION DETAILS
C6.02 - C6.04	10TH STREET NW
C6.05 - C6.07	PEDESTRIAN RAMP DETAILS
C6.05 - C6.07	10TH STREET NW
C7.01	TRAFFIC CONTROL PLAN
C7.01	10TH STREET NW
C7.02	SIGNAGE & STRIPING PLAN
C7.02	10TH STREET NW
C8.01 - C8.04	CROSS SECTIONS
C8.01 - C8.04	10TH STREET NW
THIS PLAN SET CONTAINS 42 SHEETS.	

BM= 1132.40
TOP NUT HYDRANT
NE QUAD OF 10TH ST NW
&
GORTON AVE NW

PROJECT DATUM: KANDIYOHI COUNTY COORDINATES
HORIZONTAL: NAD 83
VERTICAL: NAVD 88

RECORD DRAWING
INFORMATION
OBSERVER:
CONTRACTOR:
DATE:

CITY OF WILLMAR, MINNESOTA
10TH STREET NW IMPROVEMENT PROJECT

TITLE SHEET

SHEET

G0.01

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED
BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED
PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
JOSHUA J. HALVORSON
46291
DATE 02/20/2024



2040 HIGHWAY 12 EAST
WILLMAR, MN 56201
Phone: (320) 231-3956
Email: Willmar@bolton-menk.com
www.bolton-menk.com



DESIGNED	MBL	NO.	0	ISSUED FOR	CON	DATE	03/20/2024
DRAWN	MPV, JDM						
CHECKED	JJH						
CLIENT PROJ. NO.	0W1.132905 / 2401-A						



City Council Action Request

Council Meeting Date:	April 1, 2024	Agenda Item Number:	11.D.
Agenda Section:	Regular Business	Originating Department:	Public Works
Resolution:	Yes	Prepared By:	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	Presented By:	Jared Voge, P.E.
Item:	Project No. 2401-B Bid Award & As-Bid Budget		

RECOMMENDED ACTION:

Adopt the resolution awarding Project No. 2401-B to Duininck, Inc. in the amount of \$7,080,541.60.

Adopt the resolution approving the as bid budget for Project No. 2401-B in the amount of \$8,892,600.

OVERVIEW:

Project No. 2401-B; the reconstruction of 13th Street SW from Trott Avenue to Willmar Avenue, Grace Avenue SW from 11th Street to 15th Street, and Rice Avenue SW from 8th Street to 10th Street, is part of the 2024 street improvements. Bids were opened on March 20th, 2024 with 6 bids received. The low bidder for the project is Duininck, Inc. of Prinsburg in the amount of \$7,080,541.60, which is below the Engineer's estimate of \$8,018,090.37.

BUDGETARY/FISCAL ISSUES:

The project will be funded by bond proceeds, assessments, MUC funds, Wastewater funds, and LOST funds.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Resolution- Accept Bid 2401-B
2. Project No. 2401-B As-Bid Budget
3. Project No. 2401-B 13th, Grace, and Rice Title Sheet
4. Project No. 2401-B Council Bid Recommendation

Resolution No._____

A RESOLUTION AWARDING PROJECT NO. 2401-B TO DUININCK, INC. IN THE AMOUNT OF \$7,080,541.60.

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 Duininck, Inc. of Prinsburg, MN for Project No. 2401-B 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 \$7,080,541.60.

Dated this 1st day of April, 2024

Mayor

Attest:

City Clerk

RESOLUTION NO. ____
PROJECT NO. 2401-B AS-BID BUDGET
TOTAL COST \$8,892,600
*Budget Amounts are Essential

Motion By: _____

Second By: _____

Code

PERSONNEL SERVICES

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

TOTAL **\$0.00**

RECEIVABLES

Assessments Prop Owners \$1,275,600
Community Investment/Levy \$3,901,600
MSA \$0
MUC \$1,366,300
WTP \$1,376,100
LOST \$973,000

TOTAL **\$8,892,600**

SUPPLIES

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

TOTAL **\$0.00**

FINANCING

GENERAL \$5,177,200
LOST \$973,000
MSA \$0
WTP \$1,376,100
MUC \$1,366,300

TOTAL **\$8,892,600**

GRAND TOTAL **\$8,892,600**

Dated this 1st day of April, 2024

OTHER SERVICES

33* Travel-Conf.-Schools
34 Mtce. of Equipment
35 Mtce. of Structures
36* Mtce. of Other Impr. \$7,080,600
37 Subsistence of Persons
38 Cleaning & Waste Removal
39* Other Services \$354,100

TOTAL **\$7,434,700**

Mayor

Attest:

City Clerk

OTHER CHARGES

46* Prof. Serv. \$1,457,900
48 Admin OH (Transfer)

TOTAL **\$1,457,900**

GRAND TOTAL **\$8,892,600**

13TH STREET SW, GRACE AVENUE SW & RICE AVENUE SW IMPROVEMENT PROJECT

SANITARY SEWER, WATERMAIN, STORM SEWER, & STREET IMPROVEMENT

FEBRUARY 2024

RESOURCE LIST

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CONSULTANT

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WATER

WILLMAR MUNICIPAL UTILITIES

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CELL: (320) 894-8141 (MATT)
EMAIL: aneer@wmu.willmar.mn.us

ELECTRIC

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EMAIL: bhoover@wmu.willmar.mn.us

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CELL: (320) 220-3309
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UTILITIES

GAS

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EMAIL: annah.anderson@centerpointenergy.com

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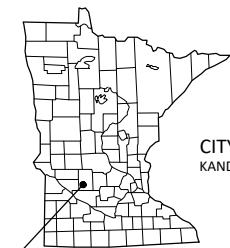
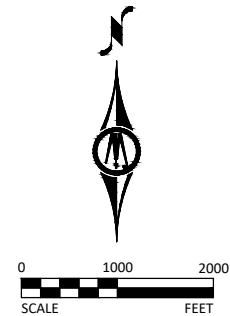
CABLE

CHARTER COMMUNICATIONS

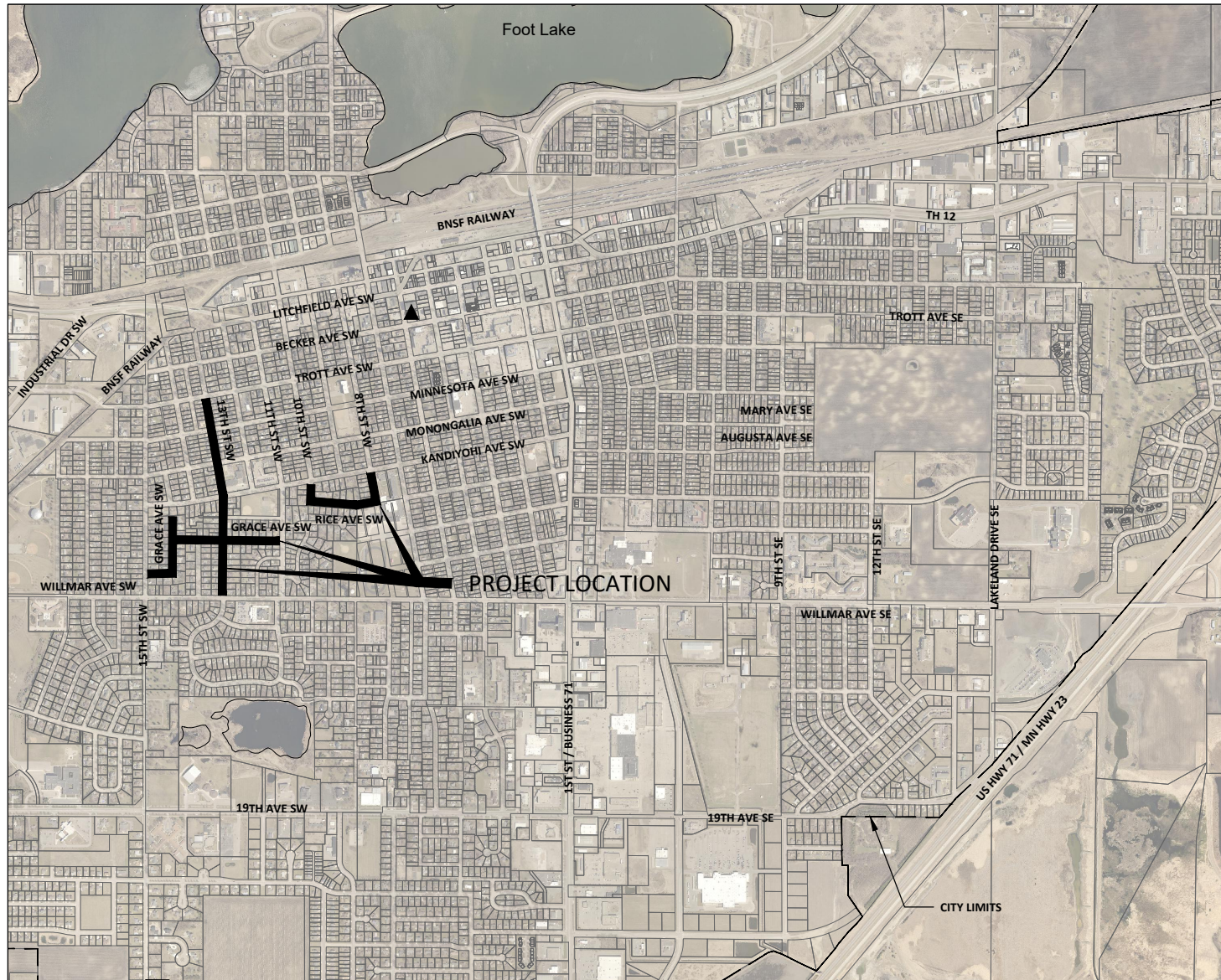
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FIBER OPTIC

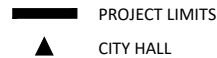
WINDSTREAM/EN-TEL
MIKE ALTHOFF
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EMAIL: Mike.Althoff@windstream.com



PROJECT LOCATION



MAP LEGEND



<u>SHEET NUMBER</u>	<u>SHEET TITLE</u>
GENERAL	
G0.01 - G0.03	TITLE SHEET, LEGEND & CONSTRUCTION NOTES
G1.01	STATEMENT OF ESTIMATED QUANTITIES
G2.01 - G2.03	EXISTING UTILITY MAPS
G2.04- G2.06	PROPOSED UTILITY MAPS
CIVIL	
	<u>EXISTING CONDITIONS & REMOVALS</u>
C0.01 - C0.06	13TH STREET SW, GRACE AVENUE SW & RICE AVENUE SW
	<u>DETAILS</u>
C1.01 - C1.02	TYPICAL SECTIONS
C1.03	STREET & SIGN
C1.04	SANITARY SEWER
C1.05 - C1.06	WATERMAIN
C1.07 - C1.08	STORM SEWER
C1.09 - C1.10	WATERMAIN TRACER WIRE
C1.11 - C1.16	PEDESTRIAN CURB RAMP
	<u>STORMWATER POLLUTION PREVENTION PLAN (SWPPP)</u>
C2.01- C2.03	PROJECT INFORMATION, NARRATIVE, SITE AND SOILS MAP
C2.04	DETAILS
C2.05 - C2.08	13TH STREET SW & GRACE AVENUE SW
C2.09 - C2.10	10TH STREET SW, RICE AVENUE SW & 8TH STREET SW
	<u>SANITARY SEWER & WATERMAIN PLAN & PROFILE</u>
C4.01 - C4.04	13TH STREET SW
C4.05 - C4.08	GRACE AVENUE SW
C4.09 - C4.12	10TH STREET SW, RICE AVENUE SW & 8TH STREET SW
	<u>STORM SEWER PLAN & PROFILE</u>
C5.01 - C5.03	13TH STREET SW
C5.04 - C5.06	GRACE AVENUE SW
C5.07 - C5.11	10TH STREET SW & RICE AVENUE SW
	<u>STREET PLAN & PROFILE</u>
C6.01 - C6.04	13TH STREET SW
C6.05 - C6.08	GRACE AVENUE SW
C6.09 - C6.11	10TH STREET SW, RICE AVENUE SW & 8TH STREET SW
	<u>INTERSECTION DETAILS</u>
C6.12 - C6.17	13TH STREET SW
C6.18 - C6.23	GRACE AVENUE SW & 15TH STREET SW
C6.24 - C6.26	10TH STREET SW & 8TH STREET SW
	<u>PEDESTRIAN RAMP DETAILS</u>
C6.27 - C6.39	13TH STREET SW, GRACE AVENUE SW & RICE AVENUE SW
	<u>TRAFFIC CONTROL & PHASING PLAN</u>
C7.01 - C7.02	PLAN & PHASING
	<u>CROSS SECTIONS</u>
C8.01 - C8.08	13TH STREET SW
C8.09 - C8.17	GRACE AVENUE SW
C8.18 - C8.24	10TH STREET SW, RICE AVENUE SW, & 8TH STREET SW

THIS PLAN SET CONTAINS 130 SHEETS.

	⚡ BM=1133.01 HYDRANT NE QUAD 13TH STREET SW & TROTT AVE SW	PROJECT DATUM: KANDIYOHI COUNTY COORDINATES HORIZONTAL: NAD 83 VERTICAL: NAVD 88	
24	CITY OF WILLMAR, MINNESOTA		SHEET
	13TH STREET SW, GRACE AVENUE SW & RICE AVENUE SW IMPROVEMENT PROJECT		G0.01
	TITLE SHEET		



2040 HIGHWAY 12 EAST
WILLMAR, MINNESOTA 56201
Phone: (320) 231-3956
Email: Willmar@bolton-menk.com
www.bolton-menk.com



DESIGNED	NO.	ISSUED FOR	DATE
MBL	0	CON	03/20/2024
DRAWN			
JEH, MPV			
CHECKED			
JJH			
CLIENT PROJ. NO.			
0W1.127953 / 2401-B			



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2040 Highway 12 East
Willmar, MN 56201-5818

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

MEMORANDUM

Date: March 25, 2024

To: Leslie Valiant, City Administrator
Mayor Reese and Members of the City Council
City of Willmar, Minnesota

From: Joshua Halvorson, P.E.
Principal Engineer

Subject: 13th Street SW, Grace Avenue SW, and Rice Avenue SW Improvement Project
City of Willmar, Minnesota
BMI Project No.: 0W1.127953
City Project No.: 2401-B

On March 20, 2024, we received six (6) bids for the 13th Street SW, Grace Avenue SW, and Rice Avenue SW Improvement Project. The base bids ranged from \$7,080,541.60 to \$9,330,690.55. The Engineer's estimate for the project was \$8,018,090.37. The low bidder for the project is Duinick Inc. of Prinsburg, Minnesota. A bid tabulation is attached for your review.

The low bid received has submitted a valid bid per instructions to bidders for the construction contract. This includes submitting the required signed bidder forms of the total bid, completed responsible contractor forms, and an effective bid bond.

Duinick Inc. has the equipment, financial resources, and resume to complete the job. The Contractor has completed satisfactory work for the City on previous contracts. My recommendation is the City Council award the project for the 13th Street SW, Grace Avenue SW, and Rice Avenue SW Improvement Project to Duinick Inc. of Prinsburg, Minnesota in the amount of \$7,080,541.60 based on our experience working with the Contractor and all items relating to the submitted bid are conforming of the bid requirements.

Please feel free to contact me if you have any questions.

JJH/kp

Cc: Justin Deleeuw, Public Works Director
Jared Voge, City Engineer

Attachments: Bid Tab

BID TABULATION

PROJECT: 13TH STREET SW, GRACE AVENUE SW, &
RICE AVENUE SW IMPROVEMENTS
CITY OF WILLMAR, MINNESOTA

DATE: March 20, 2024

TIME: 10:00 A.M.

PROJECT NO. OW1.127953 / 2401-B

QUEST PROJECT NO. 8995008

ENGINEER'S ESTIMATE: \$8,018,090.37

BIDDERS	BASE BID
1. Duininck, Inc. Prinsburg, MN	\$7,080,541.60
2. Kuechle Underground Inc. Kimball, MN	\$7,100,285.10
3. Ryan Contracting Co. Elko, MN	\$7,441,968.01
4. Geislinger & Sons Watkins, MN	\$8,280,046.46
5. RL Larson Excavating Inc. St. Cloud, MN	\$8,288,353.18
6. Crow River Construction New London, MN	\$9,330,690.55



City Council Action Request

Council Meeting Date:	April 1, 2024	Agenda Item Number:	11.E.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	No	Prepared By:	Jim Felt, Police Chief
Ordinance:	No	Presented By:	Jim Felt, Police Chief
Item:	Review of the 2022-2023 Willmar Police Department Body Worn Camera (BWC) Audit		

RECOMMENDED ACTION:

Information Only

OVERVIEW:

MN State Statute requires law enforcement agencies in MN that utilize body worn cameras to have biennial independent audits that review nine different categories & report those findings to local government and various state offices. Willmar PD had an independent company perform the audit in January 2024 reviewing data from 2022 & 2023. The independent auditor found that Willmar PD was in compliance with only one suggested change to WPD policy from a 2023 legislative statutory language change.

BUDGETARY/FISCAL ISSUES:

N/A

ALTERNATIVES TO CONSIDER:

N/A

ATTACHMENTS:

1. 2023 BWC Audit Report

INDEPENDENT AUDIT REPORT

Chief Jim Felt
Willmar Police Department
2201 NE 23rd St., Suite 102
Willmar, MN 56201

Dear Chief Felt:

An independent audit of the Willmar Police Department's Portable Recording System (body-worn cameras (BWCs)) was conducted on January 16, 2024. The objective of the audit was to verify Willmar Police Department's compliance with Minnesota Statutes §§13.825 and 626.8473.

Data elements the audit includes:

Minnesota Statute §13.825

- Data Classification
- Retention of Data
- Access by Data Subjects
- Inventory of Portable Recording System Technology
- Use of Agency-Issued Portable Recording Systems
- Authorization to Access Data
- Sharing Among Agencies

Minnesota Statute §626.8473

- Public Comment
- Body-worn Camera Policy

The Willmar Police Department is located in Kandiyohi County and employs thirty-five (35) peace officers. The Willmar Police Department utilized WatchGuard body-worn cameras and software and Getac body-worn cameras and software during the audit period. WatchGuard BWC data was stored on a local file server and Getac BWC data is stored in the cloud. The audit covers the time period September 25, 2021, through December 31, 2023.

Audit Requirement: Data Classification

Determine if the data collected by BWCs are appropriately classified.

Willmar Police Department BWC data is presumptively private. During the audit period, the Willmar Police Department had BWC data with both public and private or nonpublic data classifications. Public BWC data resulted from an incident involving the discharge of a firearm by a peace officer and a request from a data subject for the data to be made accessible to the public. The Willmar Police Department had no instances of use of force that resulted in

substantial bodily harm or court orders directing the agency to release the BWC data to the public.

No discrepancies noted.

Audit Requirement: Retention of Data

Determine if the data collected by BWC's are appropriately retained and destroyed in accordance with statutes.

The Willmar Police Department utilizes the General Records Retention Schedule for Minnesota Cities and agency specified retention periods in WatchGuard and Getac. At the conclusion of a BWC recording, a category type is assigned. Each WatchGuard category has a one hundred eighty (180) day or ninety (90) day retention period and each Getac category type has a one hundred twenty (120) day retention period. Upon reaching the retention date, data is systematically deleted.

Event log reports from WatchGuard and Acquired and Deleted Asset reports from Getac were provided for the audit period. Randomly selected records from the reports were reviewed, and the date the data was created was verified against the deletion date. Each of the records were deleted or maintained in accordance with the record retention. All records were retained for at least the minimum ninety (90) days required by statute.

The Willmar Police Department has received no requests from data subjects to retain BWC data beyond the applicable retention period.

No discrepancies noted.

Audit Requirement: Access by Data Subjects

Determine that individuals who are the subject of collected data have access to the data, and if the data subject requests a copy of the data, other individuals who do not consent to its release must be redacted.

BWC data is available to data subjects and access may be requested by submission of a City of Willmar Information Disclosure Request Form or a Kandiyohi County Sheriff's Office Request for Information form. During the audit period, the Willmar Police Department had received no requests to view, but did fulfill a request for a copy of, BWC data from data subjects. Data subjects who had not consented to the release of data were redacted. Requests are documented in the Records Management System dissemination log and requests forms are maintained.

No discrepancies noted.

Audit Requirement: Inventory of Portable Recording System Technology

Determine the total number of recording devices owned and maintained by the agency; a daily record of the total number of recording devices actually deployed and used by officers, the policies and procedures for use of portable recording systems by required by section 626.8473;

and the total amount of recorded audio and video collected by the portable recording system and maintained by the agency, the agency's retention schedule for the data, the agency's procedures for destruction of the data, and that the data are available to the public.

Willmar Police Department's BWC inventory consists of twenty-seven (27) devices. An inventory report was produced from Getac. The inventory report included the Unit, Unit Status, Summary Date, and BW Video(GB).

Willmar Police Department's BWC policy governs the use of portable recording systems by peace officers while in the performance of their duties. The Willmar Police Department's BWC policy requires officers to conduct a function test of their issued BWC at the beginning of each shift to make sure the device is operating properly. Officers noting a malfunction during testing or at any other time are required to promptly report the malfunction to the on-duty supervisor.

Peace officers were trained on the use of the Getac BWCs by Getac-trained trainers and the Computer Forensics Examiner during implementation. Newly hired officers are trained as part of their field training program.

A review of randomly selected dates from the patrol schedule, and randomly selected calls for service, were verified against the WatchGuard and Getac BWC data and confirmed that recording devices are being deployed and activated by officers. A review of BWC data collected per quarter shows a consistent collection of data.

The total amount of active and deleted data is documented in the WatchGuard Active and Purged Events Reports and the Getac Acquired and Deleted Asset reports.

The Willmar Police Department utilizes the General Records Retention Schedule for Minnesota Cities and agency specified retention in WatchGuard. BWC video is fully deleted upon reaching the scheduled deletion date. Meta data and audit trails are maintained in Getac. BWC data is available upon request, and access may be requested by submission of a City of Willmar Information Disclosure Request Form or a Kandiyohi County Sheriff's Office Request for Information form.

No discrepancies noted.

Audit Requirement: Use of Agency-Issued Portable Recording Systems

Determine if peace officers are only allowed to use portable recording systems issued and maintained by the officer's agency.

The Willmar Police Department's BWC policy states that officers may use only department-issued BWCs in the performance of official duties for the agency or when otherwise performing authorized law enforcement services as an employee of the department.

No discrepancies noted.

Audit Requirement: Authorization to Access Data

Determine if the agency complies with sections 13.05, Subd. 5, and 13.055 in the operation of portable recording systems and in maintaining portable recording system data.

Supervisors conduct random reviews of BWC data to ensure BWCs are being utilized in compliance with policy.

Nonpublic BWC data is only available to persons whose work assignment reasonably requires access to the data. User access to BWC data is managed by the assignment of group roles and permissions in WatchGuard and Getac. Permissions are based on staff work assignments. Roles and permissions are administered by the Computer Forensics Examiner. Access to WatchGuard Evidence Library and Getac is password protected.

The agency's BWC policy governs access to BWC data. Agency personnel may access BWC data for legitimate law enforcement or data administration purposes and are prohibited from accessing BWC data for non-business reasons. User access to data is captured in the audit trail. The BWC policy states that the unauthorized access to or disclosure of BWC data may constitute misconduct and subject individuals to disciplinary action and criminal penalties pursuant to Minn. Stat. § 13.09.

When BWC video is deleted from WatchGuard and Getac, its contents cannot be determined. The Willmar Police Department has had no security breaches.

No discrepancies noted.

Audit Requirement: Sharing Among Agencies

Determine if non-public BWC data is shared with other law enforcement agencies, government entities, or federal agencies.

The Willmar Police Department's BWC policy allows for the sharing of data with other law enforcement agencies, prosecutors, courts and other criminal justice entities as provided by law. The Willmar Police Department requires a written request from agencies seeking access to BWC data. Sharing of data is documented in the Records Management System dissemination log and captured in the audit history.

No discrepancies noted.

Audit Requirement: Biennial Audit

Determine if the agency maintains records showing the date and time the portable recording system data were collected, the applicable classification of the data, how the data are used, and

whether data are destroyed as required.

The WatchGuard Evidence Library, Getac, the server log reports, and the Getac Acquired and Deleted Asset reports document the date and time portable recording system data was collected and deleted. The audit log, audit history, and the Records Management System dissemination log document how the data are used and shared.

No discrepancies noted.

Audit Requirement: Portable Recording System Vendor

Determine if portable recording system data stored in the cloud, is stored in accordance with security requirements of the United States Federal Bureau of Investigation Criminal Justice Information Services Division Security Policy 5.4 or its successor version.

Willmar Police Department's WatchGuard BWC data was stored on a local file server. The server is located in a secure area with limited access. The server is password protected.

Willmar Police Department's Getac BWC data is stored in the cloud. A Statement of CJIS Compliance dated March 7, 2019, validated Getac Video Solutions full compliance with appropriate controls to protect criminal justice information from creation through dissemination, whether at rest or in transit. The assessment of Getac Video Solutions was conducted by Flat Iron Technologies, LLC. Flat Iron Technologies, LLC is registered with the federal government as a provider of information security compliance.

No discrepancies noted.

Audit Requirement: Public Comment

Determine if the law enforcement agency provided an opportunity for public comment before it purchased or implemented a portable recording system and if the governing body with jurisdiction over the budget of the law enforcement agency provided an opportunity for public comment at a regularly scheduled meeting.

The Willmar Police Department held two open house presentations and solicited for public comment. The City Council held a public hearing at their December 4, 2017, Work Session and approved the purchase of the BWC's at their December 4, 2017, Council Meeting. The body worn camera program was implemented in August of 2018.

No discrepancies noted.

Audit Requirement: Body-worn Camera Policy

Determine if a written policy governing the use of portable recording systems has been

established and is enforced.

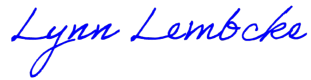
The Willmar Police Department's BWC policy is posted on the agency's website. The policy was compared to the requirements of Minn. Stat. § 626.8473. The agency's policy included all of the minimum requirements of Minn. Stat. § 626.8473, Subd. 3 with the exception of prohibiting the altering erasing or destroying of data or meta data related to the recording prior to the expiration of the applicable retention period.

Discrepancy noted.

This report was prepared exclusively for the City of Willmar and Willmar Police Department by Lynn Lembcke Consulting. The findings in this report are impartial and based on information and documentation provided and examined.

Dated: March 18, 2024

Lynn Lembcke Consulting



Lynn Lembcke



City Council Action Request

Council Meeting Date:	April 1, 2024	Agenda Item Number:	11.F.
Agenda Section:	Regular Business	Originating Department:	Planning and Development
Resolution:	Yes	Prepared By:	Christopher Corbett, Planning and Development Director
Ordinance:	No	Presented By:	Kyle Box, City Operations Director
Item:	City of Willmar's Safety Action Plan		

RECOMMENDED ACTION:

Approve Bolten & Menk, Inc professional services to create Willmar's Safety Action Plan

OVERVIEW:

The City of Willmar, through a Request for Proposal (RFP), sought the assistance of a qualified consultant to assist with the development of a Safe Streets and Roads Action Plan for adoption by the Willmar City Council.

At its completion, the final document will provide the city with a multiyear actionable transportation safety plan that incorporates infrastructure projects and potential programs that will lead towards a goal of zero deaths and serious injuries.

This project is associated with a successful US DOT FHWA Safe Streets & Roads For All FY23 funding (SS4A) application. The FWHA has awarded the city \$200,000 of the estimated \$250,000 in total costs for the development of the Safety Action Plan.

The Willmar City Council understands the importance of reducing or eliminating fatal and serious incidences for all roadway users, including those who walk, bike, drive, ride transit, and travel by other modes in our community. The City is committed to a holistic approach in how we think about transportation safety and how we prioritize investments across the city's entire transportation system so that we can build a safe and better system for all users of all modes of transportation.

By developing the city's first Safety Action Plan, we will commit to providing a framework of innovative strategies and implementation actions that will ensure the reduction of fatalities, serious injuries, crashes, and support federal safety initiatives.

BUDGETARY/FISCAL ISSUES:

\$249,852

\$200,000 will be reimbursed to the City

ALTERNATIVES TO CONSIDER:

None recommended

ATTACHMENTS:

1. Resolution B&M SS4A
2. Bolton & Menk Submittal_City of Willmar_Safety Action Plan Professional Services
3. Consultant Services Contract_City of Willmar Safety Action Plan
4. AGREEMENT WITH BOLTON MENK Safety Action Plan
5. 2024 COI

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING THE CITY OF WILLMAR TO ENTER INTO A CONSULTING
SERVICES CONTRACT WITH BOLTON & MENK**

Motion By: _____

Second By: _____

BE IT RESOLVED by the City Council of the City of Willmar, Minnesota, to authorize the Mayor and the City Administrator to enter into a Consulting Services Contract with Bolton & Menk for the City of Willmar Safety Action Plan in the amount not to exceed \$249,852.00.

Dated this 1st day of April, 2024

MAYOR

Attest:

CITY ADMINISTRATOR



**BOLTON
& MENK**

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February 13, 2024

Proposal for Professional Services

CITY OF WILLMAR SAFETY ACTION PLAN

Contact:

Angie Stenson, AICP | 612-494-0198

Angie.Stenson@bolton-menk.com

2040 Highway 12 East | Willmar, MN 56201

320-231-3956 | Bolton-Menk.com





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21.....Additional Requirements

23.....Project Schedule

24.....Fee Estimate



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320-231-3956 | Bolton-Menk.com

Kyle Box | Operations Director | City of Willmar
33 6th Street SW | PO Box 755 |
Willmar, Minnesota 56201

February 13, 2024

RE: Proposal for Safety Action Plan Professional Services

Dear Kyle:

As a recipient of a FY22 Safe Streets and Roads for All (SS4A) Action Plan Grant, the City of Willmar has initiated the Safety Action Plan to improve and maintain a safe network of streets. The goal of this plan is to identify issues, trends, problematic infrastructure, and areas needing improvement so that the city can design safety improvements and apply for additional implementation funds.

WE KNOW WILLMAR - Along with the expertise of our key technical team leads, our firm has a history of successful projects with the city and is proposing a team who will help ensure that city needs and goals are met. Bolton & Menk has been successfully delivering projects for the City of Willmar since 1992. Our team has specific knowledge and experience working with the city on a plethora of projects and providing quality services from project initiation to construction. **Our innovative public engagement efforts and tasks associated with conceiving and costing priority improvements will use local staff that know the community.** Choosing Bolton & Menk means you gain a committed partner with the local knowledge and problem-solving creativity to ensure every dollar spent gets results.

NATIONAL SAFETY EXPERTS WITH IMPLEMENTATION IN MIND - Bolton & Menk has completed each component of a Safety Action Plan dozens of times. We, along with our project partner, Toole Design, are experts in safety analysis, developing solutions, distilling a wide range of inputs down to an implementable plan, and engaging the public, stakeholders, and city leadership to generate support and consensus along the way. Our team understands the inputs and processes of an SS4A Action Plan and can deliver a quality plan that not only has buy-in from the public and city staff/elected officials but creates a realistic action plan and process for implementation to achieve what everyone wants most—improving safety on streets in Willmar.

LEADING INNOVATION - At Bolton & Menk, innovation is at the heart of everything we do: from our continual search for efficiency, to thinking outside the box, to using new resources and tactics that get and keep the public engaged. Our success on past projects comes from this innovation—take a look at the work we did in Carver County, where the need for an annual transportation safety plan update prompted our experts to develop GAZER™, a GIS-based evaluation tool used to evaluate highway systems and identify high-crash and crash severity locations, potential safety improvement modifications, and trends. Our team efficiently delivered a Safety Action Plan for Carver County based on this work, which allowed them to submit an infrastructure application to the federal Safe Streets and Roads for All program. **As part of our innovation toolbox for this project, we've partnered with Flow Labs, whose artificial intelligence-powered platform combines a variety of big data sources including connected vehicle data (hard braking, aggressive acceleration, etc.) that will allow our team to have an unparalleled and proactive view into the transportation system and driver behaviors in Willmar.**

In continued service to the City of Willmar, we are excited at the opportunity to complete the Safety Action Plan. Angie Stenson will serve as your lead client contact and project manager. Please contact her at Angie.Stenson@bolton-menk.com or 612-494-0198 if you have any questions regarding our proposal.

Respectfully submitted,
Bolton & Menk, Inc.

Ross Tillman, PE
Principal Transportation Engineer

To the best of our abilities, the information contained in the following proposal is complete and accurate.

Bolton & Menk authorizes the City of Willmar and its representatives to contact any previous client of ours for purposes of ascertaining an independent evaluation of our team's performance. We look forward to working with you on this important project to improve safety on the transportation system.



KEY PROFESSIONALS

Bolton & Menk understands the importance of developing plans that can be supported by stakeholders and implemented efficiently. We have crafted an expert team to meet and exceed the project objective. Our team includes planning and engagement professionals that are part of your local community and understand your needs. Our safety and engineering experts understand the transportation needs of greater Minnesota cities from years of experience working with Willmar and similar communities.

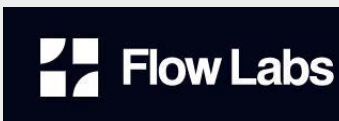
We proudly foster collaboration to deliver the highest level of innovation and meaningful work, recognizing that coordinated expertise makes projects better. We have carefully selected two partner firms, hand-picked to bring unparalleled value and expertise for Willmar. Toole Design brings national-level safety-specific expertise to this project including advanced-level data analysis. We've paired this capacity with an innovative, cutting-edge data platform called Flow Labs. Data from Flow Labs will help us answer the question "What about the near-miss incidents that don't result in a reported crash?" The data platform will show metrics including hard braking to assist in answering this question. Data from Flow Labs and advanced safety analysis from Toole Design is integrated with our expert transportation planners and engineers that know your community. This combination of talent will bring you local-implementation focused planning and engineering paired with national-level safety planning expertise (Toole Design) and ultra-proactive/forward-looking connected vehicle data (Flow Labs) to construct a safety plan that can guide and attract investment for years to come.

Our community understanding will shine as part of the local robust public engagement efforts and in development of projects for the implementation plan. We will incorporate our knowledge of city needs and processes as part of concept and cost development to deliver a meaningful safety plan for Willmar. Our team brings together an innovative, industry-leading, community-centered team to deliver the project in a way that will exceed city expectations and lead to implementable projects to make a difference in transportation safety outcomes.



TOOLE DESIGN GROUP, LLC

Toole Design is the nation's leading planning, engineering, and landscape architecture firm specializing in bicycle and pedestrian transportation. As a firm, their mission is to create livable communities where walking and bicycling are safer, more convenient, and enjoyable for everyone. They focus on developing cost-effective and implementable solutions that move people efficiently while also improving health, quality of life, and economic vitality.



FLOW LABS

We will use Flow Labs and their data platform as a key partner in our work to identify specific and near-miss safety issues. This is important because crash data only includes crashes that happened, but for every crash there can be numerous near misses or other items that are indicators of a potential safety issue. Data will include driving behavior data including hard braking, aggressive acceleration, distracted driving, speeding, and pedestrian activity level estimates. The platform shows a visual heat map of each metric to easily identify areas of highest risk.

More information about our partners is provided in the Specialized Expertise section. In this section, we provide a brief background and description of key individual roles. These individuals have track records of successful projects and, just as importantly, are enthusiastic and committed to meeting and exceeding your expectations. We can provide detailed résumés upon request.

Our team is 100% available to complete this project for the City of Willmar.



Project Leadership

◆ MITZI ALEX, AICP
Strategic Advisor

ANGIE STENSON, AICP
Project Manager and Planning Lead

ROSS TILLMAN, PE
Principal-In-Charge

Safety and Traffic Experts

◆ DEAN CHAMBERLAIN, PE
Safe Systems Engineering Lead

MIKE LARSON, PE, PTOE
Safety and Traffic Lead

TYLER JOHNSON, GISP
Big Data/GIS Mapping Analysis

◆ TARIQ SHIHADAH, RSP¹, EI
Data Analysis

Planning

AARON BARTLING
Senior Transportation Planner

◆ KEVIN KROLL
Planning and Data Analysis

◆ JAZ WARREN, WELL AP
Planning and Equity Analysis

Public Engagement and Communication

ROBIN CAUFMAN
Public Engagement and Communication Lead

SARAH SWEDBURG
Planning and Engagement Specialist

Lead Concept Development

SPENCER JOHNSON, PE
Concept Development and Cost Lead

◆ TOOLE DESIGN



ANGIE STENSON, AICP

PROJECT MANAGER AND LEAD PLANNER

Angie has the qualifications, experience, and technical knowledge to effectively manage this study. Angie will be responsible for overall management of the study team and all schedule, cost, public outreach, and scope management processes. As lead planner, she will guide the team through the planning process and ensure all deliverables are up to Willmar's standards.

Angie is a senior transportation planner at Bolton & Menk who began her career in 2008. She managed traffic and transportation planning for Carver County, addressing fast-paced suburban growth and rural and small city transportation needs. This work included highway corridor studies and long-range planning and system studies. She previously served as the executive director of the St. Cloud Area Planning Organization.

- **SS4A ACTION PLAN AMENDMENT TO COUNTY ROAD SAFETY PLAN, CARVER COUNTY, MN**

Angie oversaw the traffic engineering and planning activities for the county to amend the County Road Safety Plan to make it consistent with the federal SS4A program. The SS4A Action Plan Amendment highlights recent activities and planning efforts completed to identify, program, study, and implement safety improvements across the county highway system.

- **COLOGNE AREA TRANSPORTATION PLAN, CARVER COUNTY, MN**

Angie was Carver County's project manager for the plan, which identified a coordinated transportation system vision for the rural community of Cologne to address existing safety needs and future growth pressure needs due to proximity to the Twin Cities Metro area. The study made recommendations for short-, mid-, and long-term improvements for all roadways in and around the city.

- **ARBORETUM AREA TRANSPORTATION STUDY, CARVER COUNTY, MN**

Carver County, in conjunction with MnDOT and local municipalities, created a vision and implementation plan for infrastructure improvements around the Minnesota Landscape Arboretum. Bolton & Menk identified and detailed more than \$200 million in future infrastructure needs. Using innovative concept development tools, Bolton & Menk analyzed numerous alternatives to ensure the planned infrastructure improvements meet the long-term needs of the surrounding community. Angie served as Carver County's project manager on the study. She played a key role in public engagement, system analysis, concept evaluation, and implementation plan development, leading to study adoption by the county and cities.



ROSS TILLMAN, PE

PRINCIPAL-IN-CHARGE

Ross will work closely with Angie to manage budget and project resources. He has a proven track record of successfully delivering projects on time. He has the qualifications, experience, motivation, and work ethic to effectively manage and coordinate each task and is supported by a team with significant technical expertise.

Ross is a principal transportation engineer with Bolton & Menk who began his career in 2010. He oversees projects for a variety of clients, ranging from studies through project delivery. His experience is rooted in traffic engineering and includes planning, safety analysis, corridor studies, system analysis, and intersection analysis. Ross is an effective communicator and manages projects through consistent collaboration and partnership, successfully pairing technical expertise with management skills.

- **ARBORETUM AREA TRANSPORTATION STUDY, CARVER COUNTY, MN**

Ross was the design and traffic lead on the study, which analyzed almost 12 miles of trunk highway and county highways in the vicinity of the Minnesota Landscape Arboretum. The project developed more than \$200 million in future improvements needed to improve safety and operational deficiencies now and in the future, and ultimately organized these into an implementation plan to assist in funding and realizing the ultimate vision.

- **TRANSPORTATION SAFETY PLAN, PRAIRIE ISLAND INDIAN COMMUNITY (PIIC)**

Ross led the safety analysis work which included trend and hot spot analysis, risk factor analysis, and systemic analysis for roadways and intersections within the PIIC boundary. Work was closely coordinated with our GIS team for mapping and network analysis. The plan was developed to open eligibility for federal funding.

- **SS4A ACTION PLAN AMENDMENT TO COUNTY ROAD SAFETY PLAN, CARVER COUNTY, MN**

Ross led the technical development of an interactive, web-based safety tool called GAZER™ used for the county's safety plan. Alongside GIS experts, he provided engineering methodology for use in scripted analysis to easily identify crash trends, run critical crash analyses, understand the financial benefit associated with crash reduction for HSIP applications, and locate the highest-ranked safety issues in the county for segments and intersections.

- **GREATER MINNESOTA MOBILITY STUDY, MNDOT**

MnDOT wanted a study to identify locations with the greatest mobility and reliability issues and identify low-cost spot improvements. Ross led the technical team in developing a methodology which used a variety of big data sources and an automated, GIS-based crash analysis across the entire National Highway System.



MIKE LARSON, PE, PTOE

SAFETY AND TRAFFIC LEAD

Mike will lead the safety review and implementation strategy development and will oversee traffic analysis.

As a senior transportation project engineer at Bolton & Menk, Mike performs preliminary and final roadway and intersection design, traffic engineering studies, traffic operations analysis, traffic control and staging, traffic signal design, lighting design, and signing and pavement marking design. Mike began his traffic and transportation career full time in 2016. He is passionate about learning as much as he can to help find solutions to complex traffic and transportation problems. Mike is proficient in MicroStation, Synchro/SimTraffic, COUNTpro, SignCAD, JAMAR TRaxPro, JAMAR PetraPro, Visual Lighting, and AutoCAD software.

- **SAFE ROUTES FOR ALL GRANT ASSISTANCE, CITY OF WILLMAR, MN**

Mike supported the City of Willmar in applying for SS4A grant funds.

- **SS4A ACTION PLAN AMENDMENT TO COUNTY ROAD SAFETY PLAN, CARVER COUNTY, MN**

Mike was the lead traffic engineer for this plan. His technical work was pivotal in preparing the required pieces of the safety action plan for adoption.

- **CSAH 10 CORRIDOR STUDY, CARVER COUNTY, MN**

Carver County, in partnership with MnDOT and the cities of Chaska, Victoria, and Waconia, needed a long-term transportation vision for the east-west CSAH 10 corridor. Mike led the traffic engineering and safety analysis for this corridor study.



ROBIN CAUFMAN

PUBLIC ENGAGEMENT AND COMMUNICATION LEAD

Robin will execute an engaging public involvement strategy.

Robin's career began in 1994. As a senior planner, her primary areas of expertise include community engagement, regional planning, comprehensive planning, and land use analysis. She is currently working on a transportation corridor study for St. Louis County, a PEL study with Wright/Sherburne counties, a trunk highway corridor study for MnDOT District 3, and comprehensive plan updates for Crow Wing and Benton Counties. Prior to joining Bolton & Menk, Robin spent 21 years between Metropolitan Council and Metro Transit where she was responsible for working with local governments and communities on comprehensive planning, regional infrastructure planning, and engineering and construction of large transit projects.

- **HIGHWAY 25 AREA PEL STUDY, WRIGHT AND SHERBURNE COUNTIES, MN**

Robin is the public engagement lead for this study.

- **HIGHWAY 371 CORRIDOR STUDY, MNDOT DISTRICT 3**

Robin is the public engagement lead for this study.

- **HISTORIC PRESERVATION DESIGN PROJECT, CITY OF ST. CLOUD, MN**

Robin is leading engagement efforts for this project.



SPENCER JOHNSON, PE

CONCEPT DEVELOPMENT AND COST LEAD

Spencer will develop concepts and costs as part of the implementation plan.

Spencer is a project engineer who began his profession in 2015. His responsibilities include planning, design, and preparation of construction plans and specifications for a variety of municipal clients, as well as on-site inspection during construction. He has gained experience in the consulting civil engineering field with a variety of infrastructure and public works projects. His experience includes the design and construction phases of streets and highways, water distribution systems, sanitary sewer systems, and storm sewer systems.

- **LAKELAND DRIVE AND TH 12 SHARED USE PATH, CITY OF WILLMAR, MN**

Spencer was the project engineer and completed construction administration following the DCP process. Through collaboration with federal, state, and city officials and area stakeholders, residents along with visitors to the Willmar Lakes Area now enjoy a safe pedestrian experience along a previously dangerous corridor.

- **6TH STREET SW RECONSTRUCTION, CITY OF WILLMAR, MN**

Spencer served as project engineer for the reconstruction of 6th Street SW.

- **DOWNTOWN STREETScape IMPROVEMENTS, CITY OF WILLMAR, MN**

Spencer served as project engineer for downtown improvements in Willmar.



MITZI ALEX

STRATEGIC ADVISOR

Mitzi will support project development as a strategic advisor.

Mitzi brings 30 years of transportation planning experience to this project including more than 20 years with the Rochester-Olmsted Planning Department and the Rochester-Olmsted Council of Governments. She understands transportation planning in greater Minnesota and brings national-level safety planning expertise to the team through her work in the private sector. Mitzi's specialties include managing complex planning and policy initiatives, healthy and active communities, sustainable growth, policy and planning analysis, and implementation strategies.

- **DES MOINES AREA MPO COMPREHENSIVE SAFETY ACTION PLAN, DES MOINES REGION, IA**

Mitzi is serving as project manager for this regional safety action plan that will identify risk factors and proven safety countermeasures for fatal and serious injury crashes. The project includes engaging the region and building capacity and opportunities to implement projects to improve safety.

- **COMPREHENSIVE SAFETY ACTION PLAN, CITY OF RED WING, MN**

Mitzi is serving as principal-in-charge for the Red Wing Safety Action Plan. The plan will address fatal and serious injury crashes by identifying risk factors and proven safety countermeasures. Mitzi provides leadership and quality control to the project.



DEAN CHAMBERLAIN

SAFE SYSTEMS ENGINEERING LEAD

Dean will oversee and coordinate efforts related to data analysis, equity analysis, and strategy/project selection.

Dean is a professional engineer with experience in traffic engineering, preliminary design, final design, and construction project management. He is Toole Design's Twin Cities Engineering Group Manager and his knowledge of many aspects of preliminary and final design, including traffic studies, safety analysis, traffic modeling, utilities, urban and rural roadway design, plan preparation, preparation of specifications, cost estimation, and context-sensitive solutions, allows him to provide holistic design solutions for the mobility and safety of all modes of traffic.

- **DES MOINES AREA MPO COMPREHENSIVE SAFETY ACTION PLAN, DES MOINES REGION, IA**

Dean is leading the development of a safety implementation toolbox and development of five concept designs for candidate projects to allow the MPO member communities to apply for SS4A implementation grant funding.

- **COMPREHENSIVE SAFETY ACTION PLAN, CITY OF RED WING, MN**

Dean is managing the development of a Comprehensive Safety Action Plan (CSAP) for the City of Red Wing and specifically leading the analysis of implementation prioritization and concept development for the projects identified through the CSAP development process.

SUPPORT STAFF

TYLER JOHNSON BIG DATA AND GIS MAPPING

Tyler will serve as the GIS lead and work with the project team to develop innovative approaches to visualizing and displaying data and study results that can be interpreted by a diverse audience.

Tyler is a senior GIS analyst who began his career in 2005. He uses Python programming and data science tools to extend GIS functionality, automate workflows and crash analysis, and reveal insights to aid decision-making. Tyler has worked on a range of projects that include system-level transportation mobility and safety studies, metro area comprehensive plan updates, floodplain inundation production and mapping, and LiDAR analysis.

- SS4A Action Plan Amendment to County Road Safety Plan, Carver County, MN
- Safe Routes to Services, Bismarck-Mandan Metropolitan Planning Organization, ND
- Lakeland Drive and TH 12 Shared Use Path, City of Willmar, MN

AARON BARTLING SENIOR TRANSPORTATION PLANNER Aaron will use his experience to plan for improvements that create an inviting environment, enhance pedestrian and bicycle safety, and advance community goals.	A senior transportation planner, Aaron has been providing right-sized solutions to transportation projects since 2013. He manages transit planning projects and is an expert in transit, multimodal, community, regional, and transportation planning, along with implementation. Aaron is driven by his passion for developing thriving communities and the sustainable nature of transit.	• Equity Evaluation of Regional Transportation Investments, Metropolitan Council • Carver Elementary School Speed Zone Study, City of Carver, MN • Phoenix Elementary Safe Routes to School Project, City of Grand Forks, ND
SARAH SWEDBURG PUBLIC ENGAGEMENT SPECIALIST Sarah will support public engagement efforts.	Sarah is a planner at Bolton & Menk who began her career in 2017. Sarah's area of expertise lies in planning rural infrastructure developments. She is passionate about helping communities navigate the world of planning and enjoys seeing the positive impact from infrastructure design. Sarah brings unparalleled local knowledge that will equate to efficiently delivered, community-specific engagement that is specific to Willmar.	• Housing Study, Redwood County EDA, MN • West Industrial Park Master Plan City of Aurora, MN • Highway 25 Area PEL Study, Wright and Sherburne Counties, MN
 TARIQ SHIHADAH DATA ANALYSIS Tariq will perform crash and other data analysis, including equity analysis.	Tariq is a transportation engineer with experience working on a broad variety of transportation and traffic safety analysis projects across the U.S., working with federal, state, and local agency partners. His expertise includes advanced quantitative and geospatial analysis of roadways, HSM implementation, transportation project analysis and HSIP and SS4A programming and implementation, strategic safety planning, and related research through the National Cooperative Highway Research Program (NCHRP).	• SS4A Action Plan, City of Bloomington, IN • Vision Zero Action Plan, City of West Hartford, CT • Local Road Safety Plan, Village of Flossmoor, IL
 KEVIN KROLL PLANNING AND DATA ANALYSIS Kevin will provide planning and data analysis quality control and feedback from previous similar efforts.	Kevin is a senior planner with experience working in both the public and private sector as well as academia. A majority of Kevin's planning experience is in transportation safety, where he has led or assisted development of projects and programs in roadway safety, traffic incident management, and commercial motor vehicle enforcement. He has also worked in several states to assist in the development of transportation plans for cities and MPOs and has worked on demographic forecasting for model development for all types of transportation plans.	• Safe Streets for All, City of Arlington, TX • North Central Texas Council of Governments Roadway Safety Plan, City of Arlington, TX • Urbanized Area 2040 Metropolitan Transportation Plan, City of Monroe, LA
 JAZ WARREN PLANNING AND DATA ANALYSIS Jaz will supplement the data-driven equity analysis for this project by connecting equity analysis with public engagement and project selection efforts.	Jaz is an urban planner with experience in community engagement, planning, and landscape design. She is practiced in sustainable, equitable, inclusive design strategies that enhance human and environmental wellness. This experience includes master planning, adaptive reuse, environmental and equity planning, stormwater management, and tactical urbanism.	• SS4A Action Plan, City of Bloomington, IN • Comprehensive Safety Action Plan, City of Red Wing, MN • Sunrise River Greenway Visioning, Chisago County, MN



NARRATIVE

Bolton & Menk has assembled an experienced and proven team to complete the project tasks required by the City of Willmar. Below are two examples of our recent work, highlighting the relevant experience of key team members.

SS4A SAFETY ACTION PLAN CARVER COUNTY, MINNESOTA

Since 2018 Bolton & Menk implemented an ongoing, innovative transportation safety planning approach with Carver County that incorporates a simplified way to annually update their transportation safety plan and provides critical safety information that impacts highway investment decisions. Bolton & Menk developed a GIS-based evaluation tool called GAZER™ as the central, pioneering safety analysis component to this effort. We used GAZER™ to evaluate the Carver County highway system and identify high-crash and crash severity locations, potential safety improvement modifications, and trends. It provides crash information and statistics evaluation in GIS format for use in maps and other studies.

GAZER™ provides an up-to-date review of the Carver County highway system, aids in managing the system, and identifies areas with safety concerns. The results are used for project prioritization. Projects can be evaluated and coordinated with safety improvement considerations, including expansion in areas needing safety improvements or identification of stand-alone safety improvements. Using trend analytics from this analysis, Carver County can identify safety issues early. The project exceeded Carver County's expectations by providing an interactive and living safety plan that assists in planning and managing their transportation system.

As part of this ongoing effort, we prepared a SS4A Action Plan, formatted as an amendment to the Carver County Road Safety Plan, in order to renew and amend findings and recommendations of the original document approved in July 2013 and to bring it up to date with SS4A Action Plan requirements. The 2022 SS4A Action Plan highlights recent activities and planning efforts completed to identify, program, study, and implement safety improvements across the county highway system. This document meets the requirements of a SS4A

Action Plan and allowed Carver County to pursue SS4A infrastructure implementation grant opportunities in 2022 and 2023.

The following safety projects have been designed by Bolton & Menk as a result of the Carver County transportation safety planning:

- **CITY OF WACONIA** – County Highway 10 and Waconia Parkway N intersection conversion to a single lane roundabout
- **CITY OF VICTORIA** – County Highway 11 and MN Trunk Highway 5 intersection conversion to a single lane roundabout
- **CITY OF CHASKA** – MN Highway 41 four-lane to two-lane conversion with intersection safety improvements
- **CITY OF VICTORIA** – County Highway 11 from north of CSAH 10 to CSAH 14 segment safety improvement with median and trail
- **CARVER COUNTY** – TH 25/CSAH 20 intersection improvements with reconstruction to address skew and add turn lanes
- **CITY OF CARVER** – 6th Street W improvements with trail and safety enhancements
- **CARVER COUNTY** – CSAH 14 Traffic Signal Improvements—Improved signal timings and operations (red light running blue lights, leading pedestrian intervals, flashing yellow arrows)
- **CITY OF CHANHASSEN** – Powers Boulevard/Lake Lucy Road Pedestrian Crossing Project – Study, design, and construction of turn lane improvements and an enhanced pedestrian crossing
- **CITY OF WACONIA** – CSAH 10 new alignment with three intersection conversions to single lane roundabouts including TH 5/CSAH 10
- **CITY OF COLOGNE** – CSAH 53/Village Parkway intersection conversion to single lane roundabout
- **CITY OF WACONIA** – TH 284 three intersection conversions to single-lane roundabouts including TH 284/CSAH 10
- **NORWOOD YOUNG AMERICA** – CSAH 33/CSAH 34 intersection conversion to roundabout

YEAR COMPLETED: Completed in 2018 with annual updates each year for the past five years

PROJECT LOCATION: Carver County, MN

REFERENCE: Lyndon Robjant, PE, Division Director/County Engineer | lrobjant@co.carver.mn.us | 952-466-5200

TOTAL PROJECT COST: \$88,000

PEDESTRIAN AND BICYCLE PLAN GRAND FORKS-EAST GRAND FORKS METROPOLITAN PLANNING ORGANIZATION

Bolton & Menk led a pedestrian and bicycle master plan process for the Grand Forks-East Grand Forks Metropolitan Planning Organization (MPO) and the Cities of Grand Forks and East Grand Forks (MSA population approximately 103,000). The plan will serve as an element of the MPO's Long Range Transportation Plan.

The plan included a robust public and stakeholder engagement process including in-person and interactive web-based events and tools. Engagement was supplemented with a thorough technical analysis of the metropolitan area's supply and demand for active transportation infrastructure and safety needs to develop recommendations for network and crossing improvements and Safe Routes to School Infrastructure. The plan provides a list of priority projects, programs, policy tools, design guidance, and an implementation schedule for building the MPO's multimodal network in a way that is safe, enjoyable, and sustainable. The project included coordination with FHWA and state DOT representatives as well as local advocates and agency representatives.

Comprehensive safety analysis of bicycle and pedestrian crashes was completed to understand multimodal safety issues. Safety needs were further analyzed through a bike safety audit with community members. Safety emerged as a major priority area in identifying multimodal projects for implementation as part of this plan.

YEAR COMPLETED: 2023

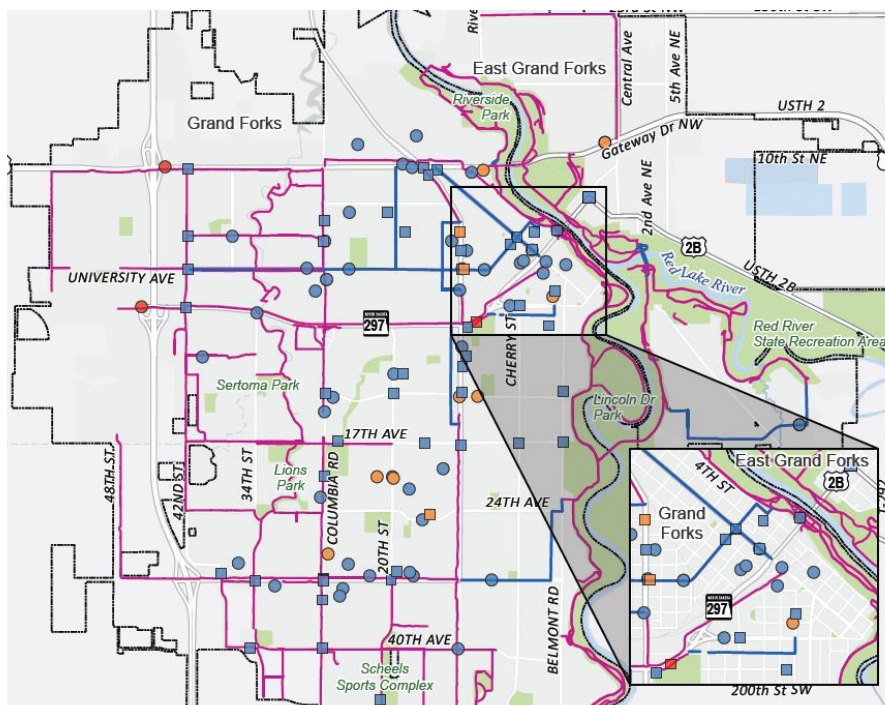
PROJECT LOCATION: Grand Forks and East Grand Forks, ND

REFERENCE: Teri Kouba, Senior Planner |
teri.kouba@theforksmopo.org | 701-746-2660

TOTAL PROJECT COST: \$120,000

Corridor Name (Alphabetical)	From	To	Facility Type	Length (mi)	Estimated Cost*
13th Ave S ¹	Columbia Rd	S Washington St	Buffered Bike Lane	1.02	\$153,000
13th Ave S ¹	S Washington St	Belmont Rd	Buffered Bike Lane	0.75	\$112,500
17th Ave S ¹	S 20th St	Belmont Rd	Sidepath or Separated Bike Lane with Sidewalk	1.12	\$3,770,000
24th Ave S	S Washington St	Belmont Rd	Buffered Bike Lane	0.76	\$154,000
24th Ave S	Columbia Rd	S Washington St	Sidepath or Separated Bike Lane with Sidewalk	1.03	\$3,625,000
32nd Ave S	S 34th St	S 31st St	Sidepath or Separated Bike Lane with Sidewalk	0.22	\$1,130,000
32nd Ave S	Columbia Rd	S 20th St	Sidepath or Separated Bike Lane with Sidewalk	0.53	\$1,945,000
32nd Ave S	S 20th St	S Washington St	Sidepath or Separated Bike Lane with Sidewalk	0.47	\$1,795,000
Minnesota Ave/1st St SE	S 3rd St	3rd Ave SE	Sidepath or Separated Bike Lane with Sidewalk	0.38	\$1,300,000

Implementation plan example of priority projects



Example mapping completed as part of project to illustrate pedestrian and bicycle crash history



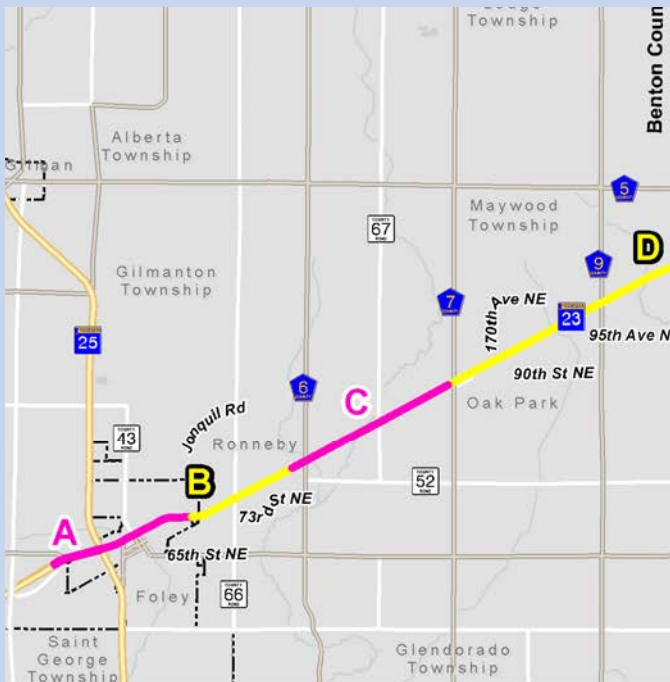
A bike audit of Greater Grand Forks gave the project team an opportunity to meet community members and hear directly from them about what types of policy, programs, and investment would improve cycling in Greater Grand Forks.

SPECIALIZED EXPERTISE

Bolton & Menk has provided the full range of services required for Comprehensive Safety Action Plans. We have assisted communities with planning, safety analysis, securing funds, and/or implementation (design and construction), and our in-house staff and subconsultant team have a variety of specialized expertise critical to the success of these plans. Our safety planning expertise incorporates specialized areas of system planning, GIS analysis, big data analysis, multimodal planning, and equity planning to bring together an in-depth and comprehensive planning product.

SAFE SYSTEM PLANNING

Our experienced team of transportation professionals have completed innovative transportation safety planning approaches for several communities. These planning efforts provide critical safety information that impact policy and highway investment decisions. Safety plans include Roadway Safety Audits, agency specific transportation safety plans, corridor and intersection corridor specific safety analysis, and more recently comprehensive safety action plans, as termed by the 2022 Safe Streets and Roads for All program. Our team provides the expertise required in safety planning and traffic engineering to deliver an impactful safety plan for the city.



PROJECT EXAMPLE

HIGHWAY 23 ROAD SAFETY AUDIT, FOLEY TO MILACA, MNDOT

Highway 23, between the Cities of Foley and Milaca, experienced a high number of fatal crashes in 2016 and 2017. The communities along the route requested MnDOT evaluate the corridor to determine what could be done to increase safety. Crash data identified four primary concerns along the corridor:

- High speeds
- Safe pedestrian connectivity and crossings
- High speed rear-end crashes
- Head-on collisions

Bolton & Menk, in coordination with a multidisciplinary MnDOT team including Central Office and district staff, completed a road safety audit (RSA) and recommended safety solutions for the corridor. A part of the RSA was determining specific alternatives that can be implemented on different time frames with different project types. The RSA recommended four strategies that could be immediately implemented to address the primary concerns:

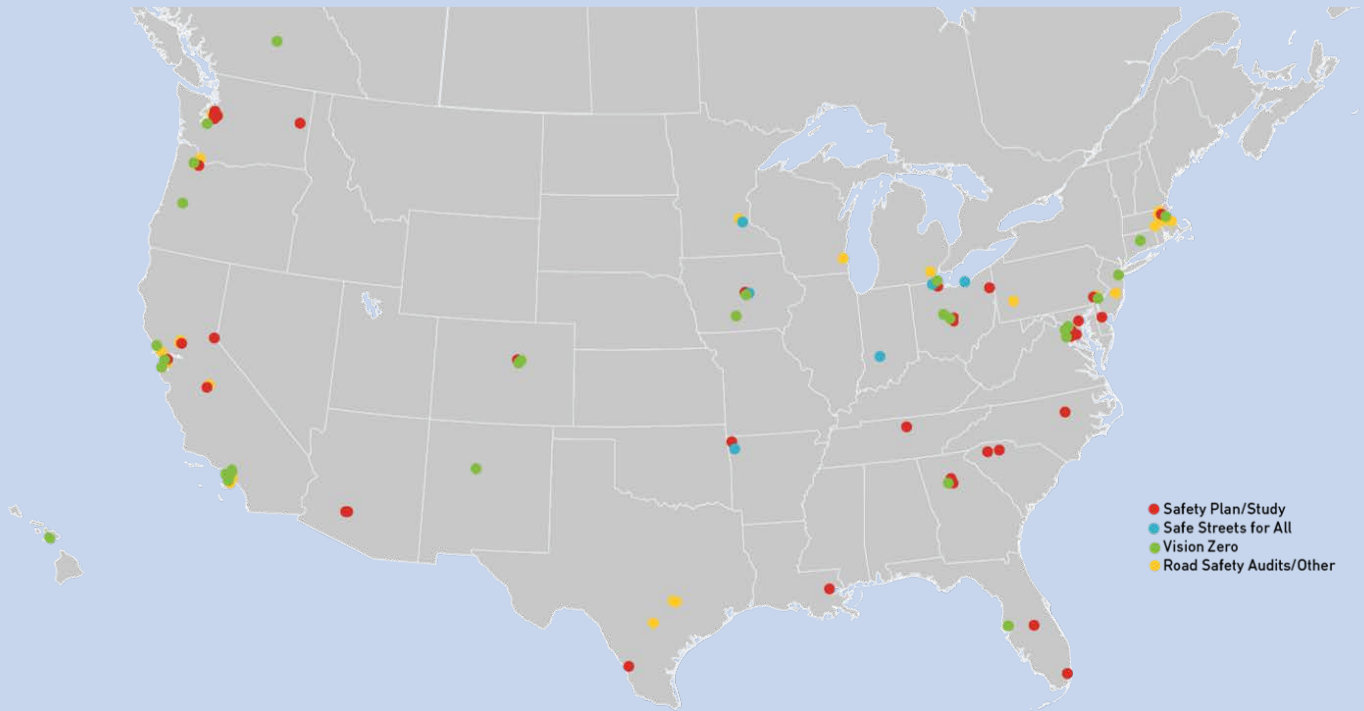
- Develop a three-lane roadway section in urban areas (reduce speeds and pedestrian crossing distances)
- Improve pedestrian and bicycle crossing amenities in urban areas (focused essential crossings connecting origins and destinations)
- Add left turn lanes to intersections in rural areas
- Develop medians and left turn lanes in urban areas and develop median buffer lanes and centerline rumble strips in rural areas

The RSA will continue to be used by MnDOT and communities along the corridor to plan for future improvements and pursue safety funding.

See SS4A Safety Action Plan on page 10 for another example.



Toole Design Group is one of the top vision zero/safety action plan firms in the United States. Below is a map depicting their safety work around the country.



VISION ZERO

TOOLE
DESIGN

Eliminating deaths and serious injuries on our roads does more than build stronger, healthier, and more inclusive communities—it ensures everyone is treated with dignity in the public realm. At Toole Design, we are proud to be at the forefront of this movement, preparing award-winning, impactful Vision Zero action plans for communities large and small across North America. Our safety experts are highly skilled at conducting detailed crash analyses, engaging the community in ways that ensure all voices are heard, and developing Action Plans that move the needle towards zero deaths.

A central tenet of Vision Zero is that humans make mistakes and the transportation system should be designed to minimize the consequences of those errors. Our team is skilled in using a variety of analytical tools to first identify the real cause of crashes in a community, and then to

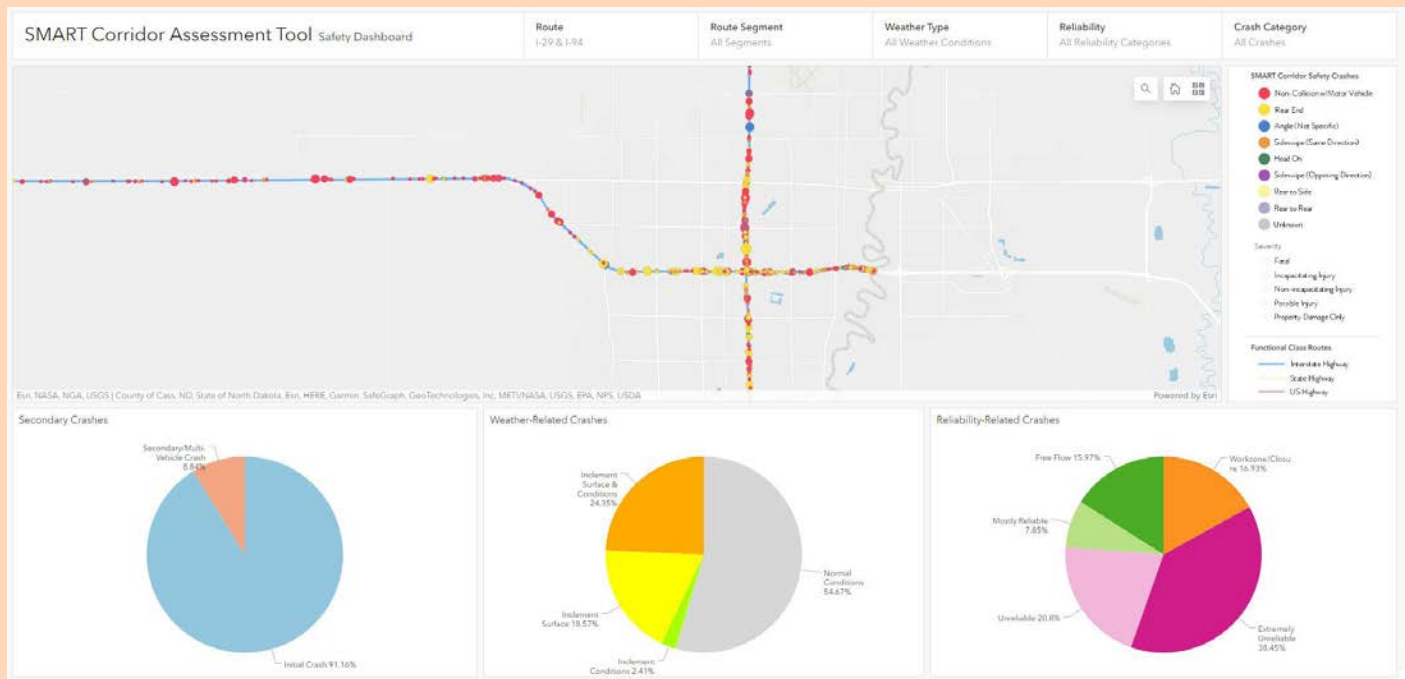
work with that community to implement proven countermeasures to prevent them. This holistic approach typically includes:

- A commitment to equity
- Comprehensive data collection and analysis
- An engaging community-led process
- Multidisciplinary leadership
- Building safe streets for all users
- A sharp focus on safe speeds
- Promoting a culture of safety

Toole Design has worked on more than 275 transportation safety related projects. We have led over 40 Vision Zero plans across North America. These plans are implementation-focused and many have resulted in additional efforts such as safety countermeasure designs.

GIS

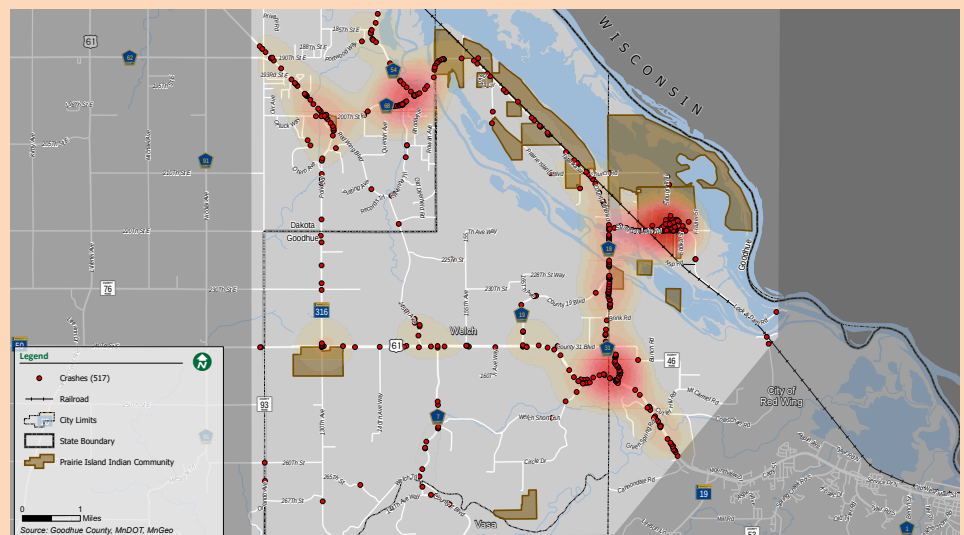
We are experts in GIS platforms, technologies, and analysis techniques. Our team of dedicated professionals does GIS-related work and analysis full time, and it shows. From developing online Story Maps to PDF maps as well as Python scripted analysis, we have the tools needed for every component of this safety action plan. Geospatial analysis is the best way of analyzing a system the size of Willmar and also provides the advantage of generating easy to understand mapping to quickly tell a story for technical stakeholders as well as the public.



Example dashboard as a means for sharing geocoded information with project team members and other stakeholders

PROJECT EXAMPLE TRANSPORTATION SAFETY PLAN, PRAIRIE ISLAND INDIAN COMMUNITY

Prairie Island's Transportation Safety Plan was prepared as part of the community's efforts to increase transportation safety and improve multimodal infrastructure. The community hired Bolton & Menk to research crash rates and safety focus areas, identify potential future project and funding sources, and discuss evaluation and implementation methods for identified projects. Work was closely coordinated with our GIS team for mapping and additional network analysis.



BIG DATA

Our team is very familiar and experienced using big data in our studies. We have consistently been a proponent of applying technology and available data to our work to uncover findings otherwise not possible through traditional methods. This started back in 2012 when we partnered with a firm who provided cell phone and GPS traffic probe data for a large-scale origin-destination study and has continued consistently over the years. Being able to efficiently consume large amounts (gigabytes) of data is critical, as is understanding what to do with it. We have proven our ability to do both time and time again, and are excited to use the latest and greatest data available to aid in understanding safety risks in Willmar on this effort.



FLOW LABS

Our partner on this project, Flow Labs provides data-driven software solutions for transportation agencies.

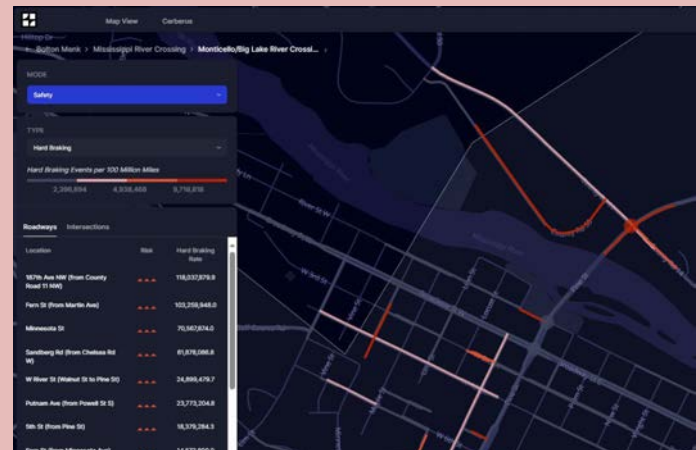
The Flow Labs platform uses data from multiple probe sources to scan an entire region and prioritize all safety issues, capturing key safety measures for all road segments and intersections. These measures include but aren't limited to:

- **Crash and Fatality Rates:** Including number of severe and non-severe crashes, crash and fatality incidence rates (i.e. number of crashes and fatalities per VMT), crashes per capita
- **Speed:** Including speed distributions (median, mean, 85th percentile), speed limit violations, and excessive speeding events
- **Vehicle Behavior (from connected vehicles):** Including hard braking, aggressive acceleration, distracted driving events

The Flow platform provides analytics for each metric for each individual road segment. This allows the user to easily understand what time of day most events occur and how the number of events fluctuate over the selected time period.

The Flow platform also supports proactive safety monitoring of all roadways, individual road segments, intersections, and individual movements. The result is a ranked list of the highest risk roads, intersections, and times of day based on all available metrics.

Our traffic engineers have recently used the Flow Labs platform to analyze safety data for the Sherburne and Wright County Trunk Highway 25 Area Planning and Environmental Linkages Study. This includes data near State Highways in St. Cloud, Clear Lake, Clearwater, Becker, Monticello, and Big Lake. We are excited to bring this similar level of safety data to Willmar to enhance understanding of driver behavior throughout the city.



PROJECT EXAMPLE

GREATER MINNESOTA MOBILITY STUDY, MNDOT

Despite the availability of funding programs supporting the National Highway System (NHS), there has not been a statewide planning and prioritization process to guide Greater Minnesota NHS mobility investment decisions since the retirement of the IRC system. The goal of the study was to identify locations with the greatest mobility and reliability issues and identify low-cost spot mobility improvements to address the needs identified.

Bolton & Menk evaluated more than **9,300 miles** of NHS routes in Greater Minnesota by:

- **Identifying and using available "big data" datasets such as the NPRMDS, Streetlight, MnCMAT**
- Developing evaluation measures to consistently quantify the needs and high-priority investment locations
- Developing a solutions toolbox of potential low-cost, high-benefit improvements to apply at problem locations
- Leading a transparent process with local stakeholder buy-in

The evaluation was completed in a web-based GIS application in order to efficiently execute the analysis of more than 9 billion records and to illustrate the results on a statewide basis for local districts and regional planning organization input.

MULTIMODAL PLANNING

A focus on safe systems through multimodal design and Complete Streets is an area of passion for Bolton & Menk. We have delivered thousands of multimodal projects for cities and towns and state DOTs including: sidewalk/trail improvements, pedestrian crossing improvements, stand-alone intersection safety projects, retrofitted ADA and bikeway improvements, and corridor-wide reconstructions. Multimodal designs require collaboration with a variety of stakeholders, including DOTs, adjacent property owners and business owners, residents, and local institutions, therefore our project management style on all efforts is coordination- and engagement-based. By focusing analysis and design alternatives to serve all modes, our history of project development and delivery has long aligned with the newly-termed “safe systems approach”. This extends from our planning and study efforts similar to this project through project scoping and delivery efforts that the city is familiar with from working with our team.






Safety for All Users – Promote the safety of pedestrians, bicyclists, and all other users of the sidewalk and trail network, particularly related to roadway crossings.

Convenience and Accessibility – Develop and maintain a sidewalk and walk system that provide convenient and accessible connections for users of all ages and abilities.

Recreation and Fitness – Encourage active lifestyles through a system that provides attractive year-round ways for people to exercise through walking, jogging, bicycling, or other activity.

Transportation – Connect community destinations and attractions in a way that makes it a viable option for shorter trips within the community and reduces reliance on automobiles.

PROJECT EXAMPLE

TRAIL AND SIDEWALK MASTER PLAN, CITY OF WATERTOWN, MINNESOTA

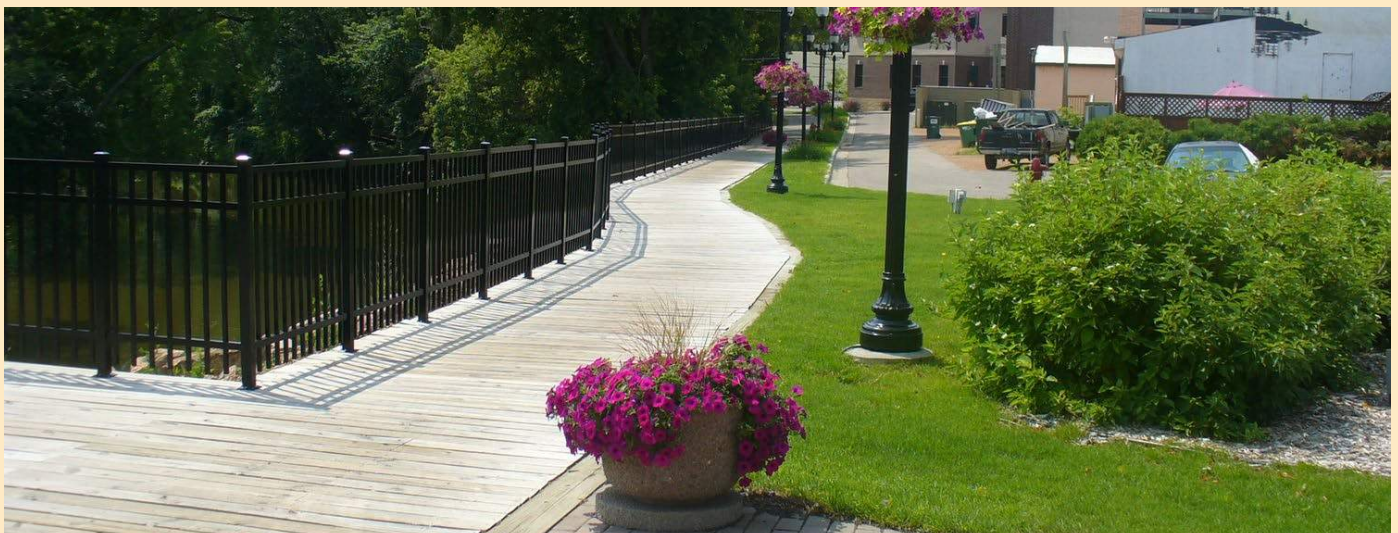
In 2019, the Watertown City Council took action to pursue the development of a sidewalk and trail master plan for the community. The purpose of the plan was to provide guidance for a safe and connected bicycle and pedestrian network, consistent with the goals of the city’s newly completed comprehensive plan. It also reflected strong community interest in enhancing the walkability and bikeability of Watertown.

With its small-town character and scenic location along the South Fork of the Crow River, Watertown provides numerous opportunities for walking and bicycling—both for transportation and for recreation. The City of Watertown has invested in sidewalk and trail improvements over the years, particularly along the riverfront. This plan provides direction for future investments in the pedestrian and bicycle network.

Bolton & Menk assisted the City of Watertown in creating a Trail and Sidewalk Master Plan. Our GIS specialists used INPUTiD™, an interactive mapping application to engage the public and obtain valuable feedback on the existing sidewalk and trail network. We also mapped existing conditions and provided guidance to the city by identifying network gaps.

Specifically, it focuses on:

- Existing conditions of the network, including identification of issues with pavement condition, width, and clear zones
- Inventory and analysis of pedestrian and bicycle related accidents within the community
- Review of existing network to determine gaps in the sidewalk and trail network, as well as missing connections to destinations
- Community engagement to seek input on system needs from residents
- Priorities for improvements and related cost estimates



EQUITY

Our team is committed to elevating equity and eliminating disparities. We have been, and continue to be, part of ongoing deliberations on diversity, equity, and inclusion within the fields of environment, planning, engagement, organizational development, and governance. We recognize that deep, often systemic inequities exist within these fields and communities, and in practices, systems, and structures we have helped create and perpetuate.

As such, equity is woven throughout our approach to all of our work. It will serve as a foundational lens through which we will help the city eliminate inequities and disparities in the transportation system and plan projects for areas that need them the most. Our work is predicated on a structural process that prioritizes diversity and inclusion in each task, and results in frameworks, plans, and implementation that institutionalize the measure and mitigation of disparities.



PROJECT EXAMPLE

EQUITY EVALUATION OF REGIONAL TRANSPORTATION INVESTMENTS, METROPOLITAN COUNCIL

This Equity Evaluation of Regional Transportation Investment Study is a pilot study that began in early 2022 to identify how to make decision-making processes around transportation investments more equitable. By mid-2024, this process will conclude to inform the development of an equity framework and evaluation tool to shape future equitable decision-making and investments in transportation projects within the Met Council region and serve as an example across Minnesota and for other peer regions. Finally, by fall 2024, the equity framework and evaluation tool will also provide input as to what equity questions should be used within the Regional Solicitation process of evaluating projects. To ensure this study has an equitable process, the study team selected an equity policy group (EPG).

Bolton & Menk's role on the study is to manage and guide the overall process, educate EPG members on common transportation project types and sources of funding to allow for informed feedback and decision-making, and provide overall transportation industry expertise to the team.



COMMUNITY-CENTERED DESIGN

Bolton & Menk has made equity part of its mission as a company. We have developed methodology to ensure the work we are a part of has a positive and equitable impact on the communities where we work and live. **Bolton & Menk's [Community-Centered Design Guide](#) provides an equitable and inclusive framework for Bolton & Menk's approach to projects**—from kickoff to implementation.



Context Setting

Understand the physical, economic, and social environment of the project.



Process

Identify the people impacted by the project and the most effective engagement strategies.



Engage & Design

Determine community needs through an inclusive engagement process. Plan, design, and implement the project to advance these needs.



Accountability & Tracking

Establish project goals that serve all stakeholders and guide decision-making.

PUBLIC ENGAGEMENT

Public engagement is key to the success of this study and planning exercise. We know the Willmar community and we know how to engage the diverse stakeholders.

Our engagement lead, Robin Caufman, has worked for more than 20 years with diverse communities on planning and transportation projects. She will be supported by Sarah Swedburg, who has worked closely with the communities in her previous roles at the City of Willmar and the Kandiyohi County and City of Willmar Economic Development Commission (EDC). We bring this local knowledge and relationships to ensure robust and authentic engagement with the community.

Our public engagement and communication approach will incorporate our community understanding. We will seek input from people that are more likely to walk or bike and those more likely to be without a car. We will also seek to engage people of all-abilities including the 29 percent of residents that identify as having a disability. Our goal is to understand safety concerns and how people experience the transportation system from multiple perspectives.

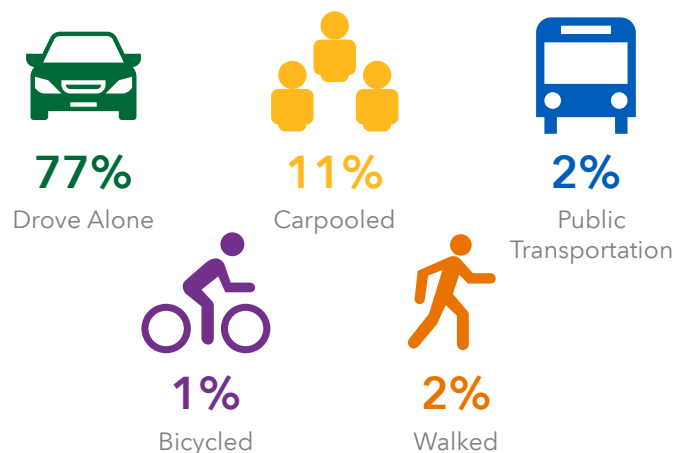


ESRI 2023

Our principal-in-charge, Ross Tillman, has extensive experience working with the public to explain technical aspects to ensure community members are well-informed and have a detailed understanding of a project.



2017-2021 Transportation to Work, Age 16+



ESRI 2023

We have created an engagement process that fits the community and will gather input, identify issues, and seek ideas. We'll compile what we hear, analyze the data, and use it to impact the plan outcomes. The table illustrates the purpose and role of engagement activities we plan to use. We have included translation of written materials and translators at public meetings into the proposal budget.

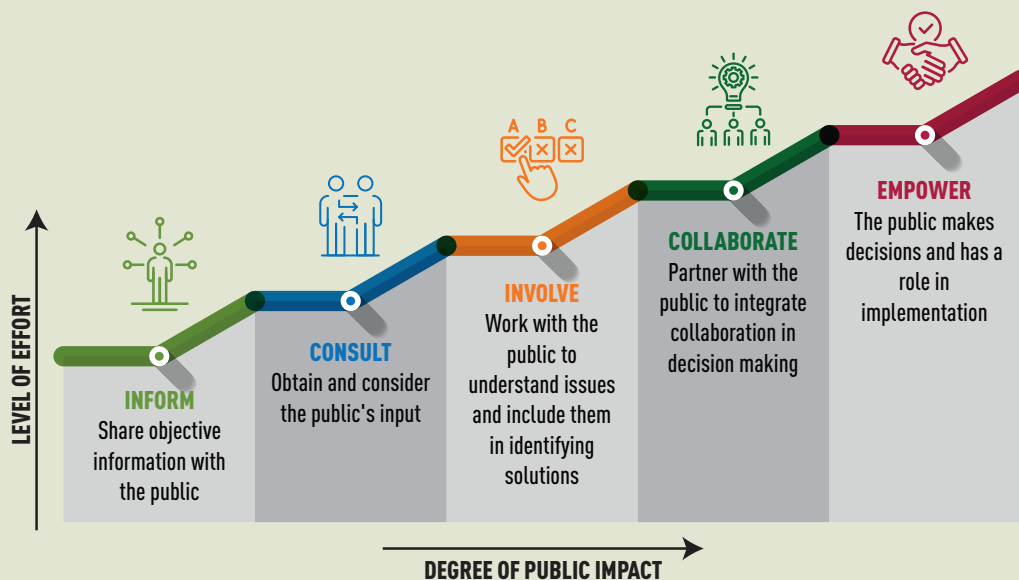
ACTIVITY	ROLES AND GOALS
Engagement plan	- Identify stakeholders, key messages, and schedule - Detail online and in-person engagement and communication strategies
Fact sheet	General project information
Website (create and 3 updates)	Develop graphics-based Story Map including upcoming events and options for public comment
Social (4)	- Project information and updates on Facebook - Promote engagement opportunities and events
Emails/articles (Up to 4)	- Project information and updates - Promote online engagement and events - Include in city newsletter, local papers
Survey (1)	Identify issues and opportunities; seek feedback on priorities and options
INPUTiD™	- Gather input on existing conditions via online survey and/or map - Built in Google Translate allows the public to choose their preferred language to review and comment
Pop-ups (up to 4)	- Engage people at community events that wouldn't typically attend a public meeting - Gather input on issues and concerns - Potential events: Healthy Earth, Healthy Kids (April), Cinco de Mayo – (May), Willmar Fests (June), and Welcoming Week (September)
Overlapping jurisdictions	Seek input and identify issues or opportunities for improvement from overlapping jurisdictions such as school districts, Kandiyohi County, or MnDOT
Public meetings	- Share what we've heard and how that information was used in developing the plan - Seek input on options
Focus groups (4)	Identify key stakeholder groups such as youth, disabled community, schools, seniors, social services, bicyclists, business groups, etc. to identify issues related to their community and discuss options for improvement
Engagement summary report	- Summarize engagement strategies, what we heard, who we heard from, and how we are using the data - Promote transparency and build trust with the community



Downtown and Comprehensive Master Plan, City of Matthews, NC



Rice Street Visioning Study, Ramsey County, MN



We understand the levels of community engagement and will work with the city to identify the right combination of effort and public impact for this project. We envision engaging the public as part of the 'Involve' level where we involve the people in a variety of ways to understand safety issues they experience and include them in identifying acceptable solutions.

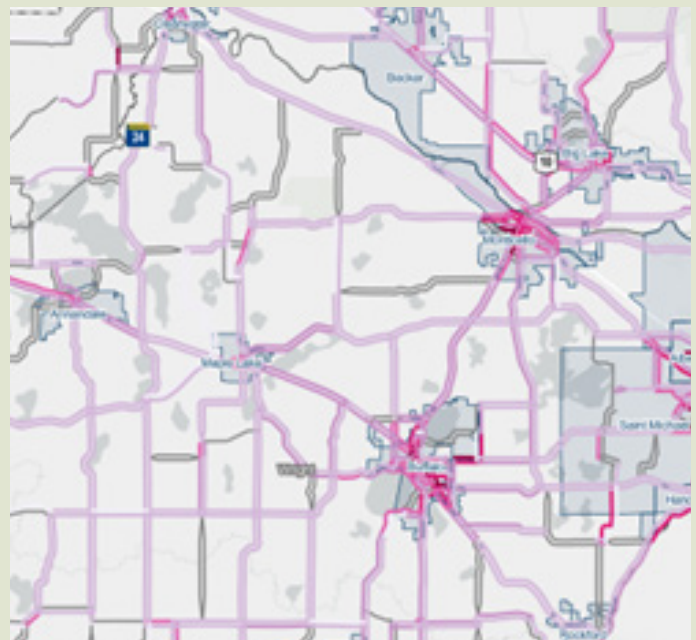
PROJECT EXAMPLE

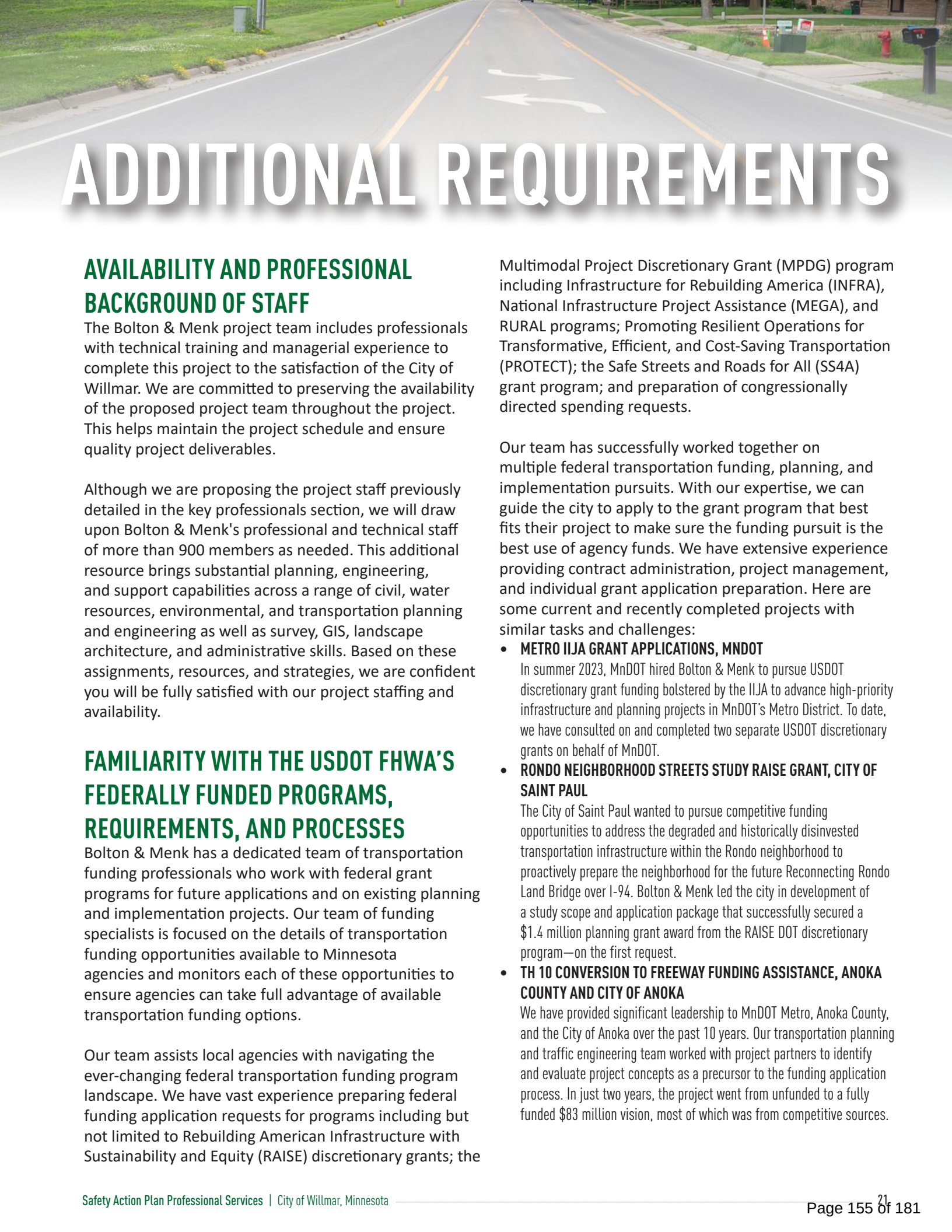
REGION 7W LONG RANGE PLAN, MNDOT DISTRICT 3

Region 7W covers Benton, Sherburne, Stearns, and Wright Counties, except for the areas within the St. Cloud Area Planning Organization. Outside of the Twin Cities, Region 7W is the fastest-growing region in Minnesota. The purpose of the long range transportation plan was to build a cohesive vision for long-term investment. Given the magnitude of the area and limitations of past planning datasets, the primary driver for decision making was politics, which led to consistent friction among the various decision-making bodies. To enable collaboration and build cohesion, the following key strategies were used:

- Collaborative dissection of critical values and priorities to establish agreed-upon scoring criteria to assess projects moving into the future
- Big data assessment of existing conditions; this approach was a breakthrough for the study, because letting the study team quantify needs without an exorbitant budget allowed the group to understand and appreciate the collective needs
- Use of INPUTiD™ to educate the public on the needs and quickly and easily provide comments online as opposed to having to attend in-person meetings
- A strategic funding strategy to help identify underused pots of money to help narrow the timeline between critical needs and implementation.
- Story Map report allowed limitless functionality, the ability to zoom into critical areas, interactive functionality to identify key issues in specific areas, and interconnectivity to detailed comments from the public

This project incorporated meaningful public engagement into a system-wide study by using innovative and accessible avenues such as the interactive map and online story maps to understand community needs and communicate key project information.





ADDITIONAL REQUIREMENTS

AVAILABILITY AND PROFESSIONAL BACKGROUND OF STAFF

The Bolton & Menk project team includes professionals with technical training and managerial experience to complete this project to the satisfaction of the City of Willmar. We are committed to preserving the availability of the proposed project team throughout the project. This helps maintain the project schedule and ensure quality project deliverables.

Although we are proposing the project staff previously detailed in the key professionals section, we will draw upon Bolton & Menk's professional and technical staff of more than 900 members as needed. This additional resource brings substantial planning, engineering, and support capabilities across a range of civil, water resources, environmental, and transportation planning and engineering as well as survey, GIS, landscape architecture, and administrative skills. Based on these assignments, resources, and strategies, we are confident you will be fully satisfied with our project staffing and availability.

FAMILIARITY WITH THE USDOT FHWA'S FEDERALLY FUNDED PROGRAMS, REQUIREMENTS, AND PROCESSES

Bolton & Menk has a dedicated team of transportation funding professionals who work with federal grant programs for future applications and on existing planning and implementation projects. Our team of funding specialists is focused on the details of transportation funding opportunities available to Minnesota agencies and monitors each of these opportunities to ensure agencies can take full advantage of available transportation funding options.

Our team assists local agencies with navigating the ever-changing federal transportation funding program landscape. We have vast experience preparing federal funding application requests for programs including but not limited to Rebuilding American Infrastructure with Sustainability and Equity (RAISE) discretionary grants; the

Multimodal Project Discretionary Grant (MPDG) program including Infrastructure for Rebuilding America (INFRA), National Infrastructure Project Assistance (MEGA), and RURAL programs; Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT); the Safe Streets and Roads for All (SS4A) grant program; and preparation of congressionally directed spending requests.

Our team has successfully worked together on multiple federal transportation funding, planning, and implementation pursuits. With our expertise, we can guide the city to apply to the grant program that best fits their project to make sure the funding pursuit is the best use of agency funds. We have extensive experience providing contract administration, project management, and individual grant application preparation. Here are some current and recently completed projects with similar tasks and challenges:

- **METRO IJJA GRANT APPLICATIONS, MNDOT**

In summer 2023, MnDOT hired Bolton & Menk to pursue USDOT discretionary grant funding bolstered by the IJJA to advance high-priority infrastructure and planning projects in MnDOT's Metro District. To date, we have consulted on and completed two separate USDOT discretionary grants on behalf of MnDOT.

- **RONDO NEIGHBORHOOD STREETS STUDY RAISE GRANT, CITY OF SAINT PAUL**

The City of Saint Paul wanted to pursue competitive funding opportunities to address the degraded and historically disinvested transportation infrastructure within the Rondo neighborhood to proactively prepare the neighborhood for the future Reconnecting Rondo Land Bridge over I-94. Bolton & Menk led the city in development of a study scope and application package that successfully secured a \$1.4 million planning grant award from the RAISE DOT discretionary program—on the first request.

- **TH 10 CONVERSION TO FREEWAY FUNDING ASSISTANCE, ANOKA COUNTY AND CITY OF ANOKA**

We have provided significant leadership to MnDOT Metro, Anoka County, and the City of Anoka over the past 10 years. Our transportation planning and traffic engineering team worked with project partners to identify and evaluate project concepts as a precursor to the funding application process. In just two years, the project went from unfunded to a fully funded \$83 million vision, most of which was from competitive sources.

HISTORY OF EFFECTIVE SCHEDULE AND BUDGET MANAGEMENT FOR SIMILAR PROJECTS

Bolton & Menk knows the importance of delivering a project on time and within budget. We have extensive internal quality controls to ensure efficiency of our staff and value to our clients. Bolton & Menk is experienced in dealing with the unexpected issues that may be encountered during a project. We will keep the city informed and continually monitor the schedule and budget. We are committed to delivering quality projects and affirm our ability to provide services within the requirements of the City of Willmar.

A recent survey asked Bolton & Menk clients to rate us on a scale of 1-10 on our ability to meet a project budget and a project design schedule. They gave us an average of 9.3 on our ability to meet a budget and 9.5 on our ability to meet a design schedule.

Ability to meet design schedule

9.5 ★★★★★★★★

Ability to meet budget

9.3 ★★★★★★★★

We understand agency processes and work together to meet important approval deadlines. Our team delivered the SS4A Safety Action Plan for Carver County, MN on a constrained and accelerated timeline for County Board approval prior to the 2022 SS4A infrastructure grant application deadline. We will take similar consideration of the SS4A infrastructure grant application deadline for this project.



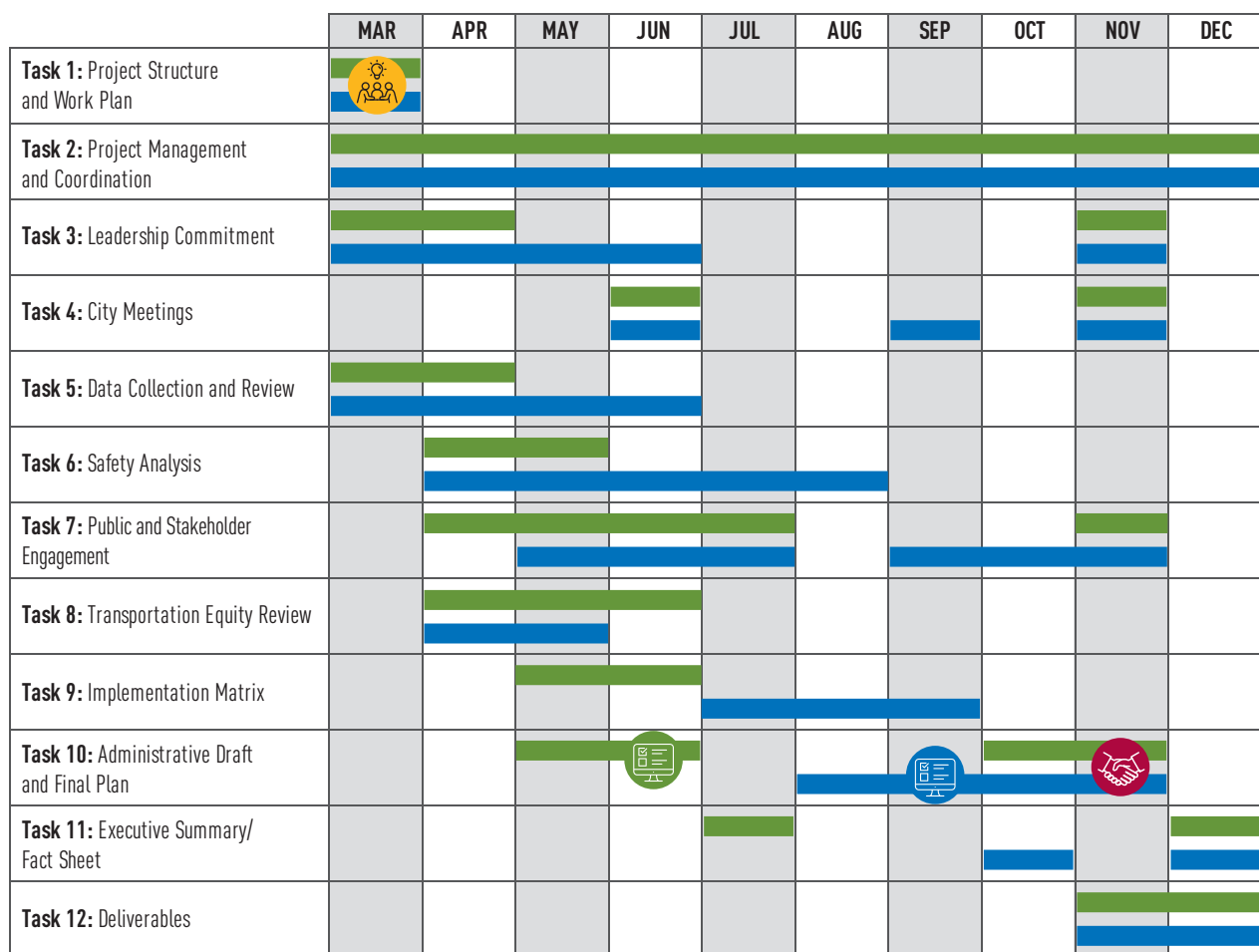
BOLTON & MENK HAS SUCCESSFULLY COMPLETED MORE THAN 100 PROJECTS FOR THE CITY OF WILLMAR.



PROJECT SCHEDULE

The schedule below depicts our team's proposed approach per the June 7, 2024 administrative draft plan deadline and our recommended schedule with administrative draft plan completion in September 2024. Our team can successfully deliver the administrative draft plan by the June 7, 2024 deadline. This means the majority of the project work will take place in a three-month time frame with an overlapping schedule for the development of task deliverables. Robust public engagement will occur in one phase over this period.

Based on our knowledge, understanding, and experience with similar projects, we include a recommended schedule for consideration that moves administrative draft plan adoption to September 2024. This change allows the study process to build on the outcomes from each task and to further build community and agency consensus for recommendations. With this schedule, public engagement would occur in two full phases. We are available to successfully deliver the project using either schedule, as best determined by the city.



 Proposed Bolton & Menk Schedule with Administrative Draft Plan Completed by June 7, 2024

 Recommended Bolton & Menk Schedule with Administrative Draft Plan Completed September 2024

 Project Kickoff

 Administrative Draft Plan Completion

 Final Plan Adoption

FEE ESTIMATE

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

City of Willmar Safety Action Plan		Bolton & Menk, Inc.														
Task No.	Work Task Description	Project Manager and Planning Lead	Principal-in-Charge	Traffic Engineer	Big Data and GIS Mapping Analysis	Senior Transportation Planner	Engagement and Communication Lead	Planning and Engagement Specialist	Concept Development and Cost Lead	Strategic Advisor (Toole)	Safe Systems Engineering Lead (Toole)	Data Analysis (Toole)	Planning and Data Analysis (Toole)	Planning and Data Analysis (Toole)	Total Hours	Total Cost
1.0	Project Structure and Work Plan	12	2	2	0	0	2	0	0	4	8	0	0	0	30	\$5,984
2.0	Project Management and Coordination	58	10	0	0	4	4	2	0	0	0	0	0	0	78	\$15,662
3.0	Leadership Commitment	8	2	8	0	6	2	4	0	0	0	0	0	0	30	\$5,370
4.0	City Meetings	24	2	16	0	8	4	8	0	0	8	0	0	0	70	\$12,812
5.0	Data Collection and Review	22	2	34	12	18	0	0	8	2	4	8	10	0	120	\$20,996
6.0	Safety Analysis	6	4	12	24	0	0	0	0	8	10	58	60	42	224	\$36,626
7.0	Public and Stakeholder Engagement	20	0	0	26	16	20	70	0	0	0	0	0	0	152	\$25,282
8.0	Transportation Equity Review	4	0	0	0	4	0	0	0	6	4	20	32	46	116	\$18,388
9.0	Implementation Matrix	16	6	40	0	10	0	0	44	6	16	8	0	0	146	\$25,466
10.0	Administrative Draft and Final Plan	24	4	16	16	28	0	14	0	0	4	0	4	4	114	\$20,056
11.0	Executive Summary and Fact Sheet	2	1	0	6	2	1	4	0	0	0	0	0	0	16	\$2,818
12.0	Deliverables	4	1	2	0	0	1	2	2	0	4	0	0	0	16	\$2,952
Total Hours		200	34	130	84	96	34	104	54	26	58	94	106	92	1112	
Average Hourly Rate		\$201.00	\$226.00	\$166.00	\$181.00	\$171.00	\$194.00	\$142.00	\$156.00	\$200.00	\$200.00	\$160.00	\$150.00	\$150.00		
Subtotal		\$40,200	\$7,684	\$21,580	\$15,204	\$16,416	\$6,596	\$14,768	\$8,424	\$5,200	\$11,600	\$15,040	\$15,900	\$13,800		\$192,412
Task 6: Flow Labs Safety Analysis with Pedestrian Data																\$ 55,440
Task 7: Engagement Direct Expenses (translation, print/mailings)																\$ 2,000
Total Fee																\$249,852

CONSULTANT SERVICES CONTRACT

This Contract is made this _____ day of _____, by and between the CITY OF WILLMAR, a Minnesota Municipal Corporation, 333 6th Street SW, Willmar, MN 56201, (“CITY”), and Bolton & Menk, Inc., 2040 Highway 12 East Willmar, MN 56201, (“CONSULTANT”), (collectively the “PARTIES”).

WHEREAS, CITY requires professional engineering services in conjunction with the City of Willmar Safety Action Plan(the “Project”); and

WHEREAS, CONSULTANT agrees to furnish the various professional services required by CITY.

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

SECTION I – CONSULTANT'S SERVICES AND RESPONSIBILITIES

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

D. **Standard of Care.** Services provided by CONSULTANT or its subcontractors and/or sub-consultants under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of CONSULTANT's profession or industry. CONSULTANT shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by Consultant's breach of this standard of care. CONSULTANT shall put forth reasonable efforts to complete its duties in a timely manner. CONSULTANT shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Contract. CONSULTANT shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.

E. **Guarantee.** ~~CONSULTANT further agrees to guarantee all materials and parts supplied under this Contract against inferiority as to specifications, such guarantee to be unconditional.~~

F. **Insurance.**

1. Required Insurance. CONSULTANT agrees to maintain, at CONSULTANT's expense, the following insurance policies in the listed amounts:

Worker's Compensation	Statutory Limits
Employer's Liability	\$500,000 each accident \$500,000 disease policy limit \$500,000 disease each employee
Comprehensive General Liability	\$1,500,000 property damage and bodily injury per occurrence \$2,000,000 general aggregate \$2,000,000 Products – Completed Operations Aggregate \$100,000 fire legal liability each occurrence \$5,000 medical expense
Comprehensive Automobile Liability	\$1,000,000 combined single limit each accident (shall include coverage for all owned, hired and non-owned vehicles)
Umbrella or Excess Liability	\$1,000,000

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 project" basis.

With the exception of the Worker's Compensation policies, all policies listed above shall insure the defense and indemnity obligations assumed by CONSULTANT under this Contract, and shall name CITY 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 ten (10) prior written notice in the case of non-payment and thirty (30) days prior written notice for all other reasons to CITY.

Umbrella or Excess Liability Insurance in excess of the amount required above and written over Employer's Liability, Commercial General Liability and Automobile Liability may be utilized to supplement the required limits for such insurance.

2. Professional Liability Insurance. CONSULTANT agrees to provide to CITY a certificate evidencing that it has in effect, with an insurance company in good standing and authorized to do business in Minnesota, a professional liability insurance policy coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services for CITY. Said policy shall insure payment of damage for legal liability arising out of the performance of professional services. Said policy shall provide coverage in the minimum amounts of \$1,000,000 for each occurrence and \$3,000,000 annual aggregate on a claims-made basis. Said policy shall not name CITY as an insured. Said policy shall additionally contain a provision that coverages afforded there under shall not be canceled or non-renewed, nor shall coverage limits be reduced by endorsement, without ten (10) days prior written notice in the case of non-payment of premium and thirty (30) days prior written notice in case of any other reason to CITY.
3. Certificates of Insurance. True, accurate and current certificates of insurance, showing evidence of the required insurance coverages, are hereby provided to CITY by CONSULTANT and are attached hereto as Exhibit 2.
4. Effect of Failure to Provide Insurance. If CONSULTANT fails to provide the specified insurance, then CONSULTANT will defend, indemnify and hold harmless CITY and CITY's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to CITY (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of

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

If a claim arises within the scope of the stated indemnity above in this paragraph F.4, CITY may require CONSULTANT to:

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

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

SECTION II – CITY'S RESPONSIBILITIES

- A. CITY shall promptly compensate CONSULTANT as services are performed to the satisfaction of the City Engineer, in accordance with Section III of this Contract.
- B. CITY shall provide access to any and all previously acquired information relevant to the scope of services detailed in Exhibit 1, attached hereto, in its custody to CONSULTANT for its use, at CONSULTANT's request. The CITY shall provide such legal, financial consulting (including, if applicable, "municipal advisor" services as regulated by SEC), independent cost estimating and insurance counseling services as may be required for completion of the CONSULTANT services described in this agreement.
- C. CITY will, to the fullest extent possible, grant access to and make all provisions for entry upon both public and private property as necessary for CONSULTANT's performance of the services detailed in Exhibit 1, attached hereto.
- D. Christopher Corbett CITY's Planning and Development Director, shall serve as the liaison person to act as CITY's representative with respect to services to be rendered under this Contract. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define CITY'S policies with respect to the Project and CONSULTANT's services.
Such person shall be the primary contact person between CITY and CONSULTANT with respect to the services from CONSULTANT under this Contract. CITY reserves the right to substitute the authorized contact person at any time and shall notify CONSULTANT thereof.

SECTION III – CONSIDERATION

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

SECTION IV – TERM AND TERMINATION

- A. **Term.** This Contract shall be in effect until such time as the Project is completed or as otherwise provided in this Contract.
- B. **Termination.** This Contract may be terminated by either party for any reason or for convenience by either party upon seven (7) days written notice. In the event of termination, CITY shall be obligated to CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Contract.
- C. **Default.** If CONSULTANT fails to satisfy any of the provisions of this Contract, or so fails to perform and/or administer the services detailed in Exhibit 1, attached hereto, pursuant to the requirements of Section I of this Contract, in such a manner as to endanger the performance of the Contract or the services provided hereunder, this shall constitute default. Unless CONSULTANT's default is excused by CITY, CITY may, upon written notice, immediately cancel this Contract or exercise any other rights or remedies available to CITY under this Contract or law. In the event of CONSULTANT's default, CONSULTANT shall be liable to CITY for any and all costs, disbursements, attorney and consultant fees reasonably incurred by CITY in enforcing this Contract.
- D. **Suspension of Work.** If any work performed by CONSULTANT is abandoned or suspended in whole or in part by CITY, CONSULTANT shall be paid for any services performed to the satisfaction of the City Planning and Development Director prior to CONSULTANT's receipt of written notice from CITY of such abandonment or suspension, but in no event shall the total of CITY's payments to CONSULTANT under this Contract be required to exceed a percentage of the total contract price (calculated by either the Contract price or the maximum price set forth in Exhibit 3, attached hereto) equivalent to the percentage of the scope of services completed by CONSULTANT to the satisfaction of the City Planning and Development Director as determined by CITY.

SECTION V – INDEMNIFICATION

- A. CONSULTANT shall indemnify, protect, save, hold harmless and insure CITY, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by CONSULTANT or its agents, employees, contractors, subcontractors, or sub-consultants with respect to CONSULTANT's performance of its obligations under this Contract. CONSULTANT shall defend CITY against the foregoing, or litigation in connection with the foregoing, at CONSULTANT's expense, with counsel reasonably acceptable to CITY. CITY, at its expense, shall have the right to participate in the defense of any Claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the gross negligence or willful misconduct of CITY. All indemnification obligations shall survive termination, expiration or cancellation of this Contract.
- B. CITY shall indemnify protect, save, hold harmless and insure CONSULTANT, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by CITY or its agents, employees, contractors, subcontractors or sub-consultants with respect to CITY's performance of its obligations under this Contract. CITY shall defend CONSULTANT against the foregoing, or litigation in connection with the foregoing, at CITY's expense, with counsel reasonably acceptable to CONSULTANT. CONSULTANT, at its expense, shall have the right to participate in the defense of any Claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the gross negligence or willful misconduct of CONSULTANT. All indemnification obligations shall survive termination, expiration or cancellation of this Contract.
- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against CITY or CONSULTANT. CONSULTANT's services under this Contract are being performed solely for CITY's benefit, and no other entity shall have any claim against CONSULTANT because of this Contract or the performance or nonperformance of services provided hereunder.

SECTION VI – GENERAL TERMS

- A. **Voluntary and Knowing Action.** The PARTIES, by executing this Contract, state that they have carefully read this Contract and understand fully the contents thereof; that in executing this Contract they voluntarily accept all terms described in this Contract without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- B. **Authorized Signatories.** The PARTIES each represent and warrant to the other that (1)

the persons signing this Contract are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Contract against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

- C. **Notices.** The PARTIES' representatives for notification for all purposes are:

CITY:

Christopher Corbett

Planning and Development Director

333 6th Street SW

Willmar, MN 56201

Phone: 320-235-4202

Email: ccorbett@willmarmn.gov

CONSULTANT:

Angie Stenson, AICP

Project Manager

2040 Hwy 12 East

Willmar, MN 56201

Phone: 612-494-0198

Email: angie.stenson@bolton-menk.com

- D. **Dispute Resolution.** CITY and CONSULTANT agree to negotiate all disputes between them 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 rights under law
- E. **Electronic/Digital Data.** Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CITY are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable by this Contract or except as otherwise explicitly provided in this Contract, all electronic/digital data developed by CONSULTANT as part of the project is acknowledged to be an internal working document for CONSULTANT's purposes solely and any such information provided to CITY shall be on an "as is" basis strictly for the convenience of CITY without any warranties of any kind. In the event of any conflict between a hard copy document and the electronic/digital data, the hard copy document governs. The electronic/digital data shall be prepared in the current software in use by the CONSULTANT and is not warranted to be compatible with other systems or software.
- F. **Opinions or Estimates of Construction Cost.** Where provided by the CONSULTANT as part of Exhibit 1 or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for

general information of the CITY and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CITY acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

- G. **Independent Contractor Status.** CONSULTANT, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of CITY for any purpose. No statement contained in this Contract shall be construed so as to find CONSULTANT to be an employee of CITY, and CONSULTANT shall not be entitled to any of the rights, privileges, or benefits of employees of CITY, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.

CONSULTANT acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due CONSULTANT, and that it is CONSULTANT's sole obligation to comply with the applicable provisions of all Federal and State tax laws.

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

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

- H. ~~**Acceptance of Deliverables.** Each deliverable shall be subject to a verification of acceptability by CITY to ensure such deliverable satisfies stated requirements. The acceptability of any deliverable will be based on CITY's satisfaction or non-satisfaction with the deliverable based on requirements of this Contract. If any deliverable is not acceptable, CITY will notify CONSULTANT specifying reasons in reasonable detail, and CONSULTANT will, at no additional cost, conform the deliverable to stated requirements of this Contract.~~

- I. **Subcontracting.** CONSULTANT shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of CITY. CONSULTANT shall be responsible for the performance of all subcontractors and/or sub-consultants. As required by Minn. Stat. § 471.425, CONSULTANT must pay all subcontractors, less any retainage, within 10 calendar days of CONSULTANT's receipt of payment from the CITY for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).
- J. **Assignment.** This Contract may not be assigned by either Party without the written consent of the other Party.

- K. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the CITY and CONSULTANT.
- L. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, CONSULTANT agrees that CITY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CONSULTANT and involve transactions relating to this Contract.
- CONSULTANT agrees to maintain these records for a period of six years from the date of termination of this Contract.
- M. **Force Majeure.** The PARTIES shall each be excused from performance under this Contract while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Contract then the party affected by force majeure shall give written notice with explanation to the other party immediately.
- N. **Compliance with Laws.** CONSULTANT shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which CONSULTANT is responsible.
- O. **Covenant Against Contingent Fee.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Contract.
- P. **Covenant Against Vendor Interest.** CONSULTANT warrants that it is not employed by any vendor of equipment or service provider that could result in a commission, percentage, brokerage, or contingent fee as a result of CONSULTANT's association with the CITY.
- Q. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Contract as if fully set forth herein.

- R. **Interest by City Officials.** No elected official, officer, or employee of CITY shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.
- S. **Work Product.** All materials such as reports, exhibits, models, graphics, computer files, maps, charts, and supporting documentation produced under work authorized by this Contract (“Materials”) shall become the property of CITY upon completion of the work. CITY may use the information for the Project for which they were prepared. Such use by CITY shall not relieve any liability on the part of CONSULTANT. Notwithstanding any of the foregoing to the contrary; (a) CONSULTANT may reuse standard details of its Materials in the normal course of its business; and (b) CITY understands that the Materials have been prepared for a specific project, and are not intended to be reused for other purposes. If CITY reuses the Materials for any other purpose, CITY waives any claims against CONSULTANT arising from such reuse and agrees to defend and indemnify CONSULTANT from any claims arising from such reuse.
- T. **Governing Law.** This Contract 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 Contract without regard to its choice of law or conflict of laws principles.
- U. **Data Practices.** The PARTIES acknowledge that this Contract is subject to the requirements of Minnesota’s Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*
- V. **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 Contract or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party’s right to assert or rely upon the terms and conditions of this Contract. Any express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving Party.
- W. ~~**Special Conditions.** To the extent not inconsistent with this Contract, including Exhibits 1-3, this Contract is subject to such special conditions as are set forth in Exhibit 4, Special Conditions Supplement, which is attached hereto and made a part hereof.~~
- X. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3 and other applicable law, CONSULTANT consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to CITY, to federal and state agencies and state personnel involved in the payment of CITY obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring CONSULTANT to file state tax returns, pay delinquent state tax liabilities, if any, or pay other CITY liabilities.
- Y. **Patented Devices, Materials and Processes.** If this Contract requires, or the CONSULTANT desires, the use of any design, device, material or process covered by

letters, patent or copyright, trademark or trade name, CONSULTANT shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with CITY. If no such agreement is made or filed as noted, CONSULTANT shall indemnify and hold harmless CITY from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Contract, and shall indemnify and defend CITY for any costs, liability, expenses and attorney's fees that result from any such infringement.

- Z. **Mechanic's Liens.** CONSULTANT hereby covenants and agrees that CONSULTANT will not permit or allow any mechanic's or materialman's liens to be placed on the City's interest in the Property that is the subject of the Project during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on CITY's interest, CONSULTANT shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that CONSULTANT may contest any such lien provided CONSULTANT first posts a surety bond, in favor of and insuring CITY, in an amount equal to 125% of the amount of any such lien.
- AA. **Construction Observation.** To the extent required of CONSULTANT in Exhibit 1, CONSULTANT shall visit the project at appropriate intervals during construction to become familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Project plans and specifications, and shall be responsible for notifying CITY of any apparent errors or omissions in contractor's work or any apparent deviations in the contractor's work from the Project plans and specifications developed by CONSULTANT. It is agreed that the CONSULTANT shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- BB. **Severability.** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.
- CC. **Entire Contract.** These terms and conditions constitute the entire Contract between the PARTIES regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Contract.

- DD. **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 CONSULTANT and CITY.
- EE. **Headings and Captions.** Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.
- FF. **Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any Party or PARTIES, and any undischarged obligations of CITY and CONSULTANT arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.
- GG. **Execution.** This Contract may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the Contract, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing Party.

Remainder of page intentionally left blank.

SECTION VII –SIGNATURES

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

CONSULTANT: Bolton and Menk, Inc.

By: _____
(Signature)

Title: _____

Print Name: _____

Date: _____

By: _____
(Signature)

Title: _____

Print Name: _____

Date: _____

CITY OF WILLMAR:

By: _____
Douglas Reese, Mayor

ATTEST:

Leslie Valiant, City Administrator

Date: _____

Date: _____

EXHIBIT 1

SCOPE OF SERVICES

Subject to the terms of this Contract, CONSULTANT shall perform the following services:

The CONSULTANT hereby covenants and agrees to perform and execute all the provisions of the proposal dated February 13, 2024, as approved by the City of Willmar for work identified as: City of Willmar Safety Action Plan.

EXHIBIT 2

CERTIFICATES OF REQUIRED INSURANCE COVERAGES

EXHIBIT 3

COMPENSATION

Subject to the limitations set forth in this Exhibit, CITY will pay CONSULTANT in a lump sum in accordance with the prices as set forth in the fee estimate included with the proposal dated February 13, 2024, which prices shall conform to those in the accepted CONSULTANT'S proposal on file in the office of the City Clerk of Willmar, Minnesota, the aggregate of which prices, based on scope of work is estimated at \$249,852.00.

AGREEMENT

THIS AGREEMENT, made and signed this _____ day of _____, 2024 by and between the City of Willmar, County of Kandiyohi, State of Minnesota, hereinafter called the "OWNER" and Bolton and Menk, Inc. of Willmar, MN hereinafter called the "CONTRACTOR."

THIS AGREEMENT WITNESSETH, that the Owner and the Contractor, for the consideration hereinafter stated, agree as follows:

ARTICLE I. The Contractor hereby covenants and agrees to perform and execute all the provisions of the proposal dated February 13, 2024, as approved by the City of Willmar for work identified as: City of Willmar Safety Action Plan.

ARTICLE II. The Owner agrees to pay on an hourly basis and the Contractor agrees to receive and accept payment in accordance with the prices as set forth in the fee estimate included with the proposal dated February 13, 2024, which prices shall conform to those in the accepted Contractor's proposal on file in the office of the City Clerk of Willmar, Minnesota, the aggregate of which prices, based on scope of work is estimated at \$249,852.

ARTICLE IV. In consideration of the agreements of Owner herein set out, Contractor does hereby agree to indemnify and hold Owner harmless from all claims or causes of action arising from injury or death to persons or from damage to property resulting from Contractor's negligent performance of this agreement. In addition to indemnifying and holding Owner harmless from any causes of action or claims, Contractor agrees to pay the costs Owner shall incur in defending itself against any action brought against it by any person claiming loss by injury or death or by damage to property. In the event that any such action is brought against Owner, Owner shall notify Contractor and Contractor shall have the opportunity to provide legal counsel and fully defend Owner. In the event that Contractor shall fail to provide an attorney and defend Owner, or in the event the attorney selected by Contractor is not approved by Owner and its insurance carrier, then Owner shall be entitled to hire its own attorney and Contractor shall pay the cost of Owner's entire defense. This paragraph shall not apply to any cause of action arising from the negligence of Owner.

ARTICLE V. This agreement, together with the documents hereinbefore mentioned in Article I, form the contract, and all documents are as fully a part of the contract as if attached hereto or herein repeated.

IN WITNESS WHEREOF, the parties of this agreement have hereunto set their hands and seals as of the day and year first above written.

(SEAL)

CITY OF WILLMAR:

By: _____
Mayor

Attest: _____
City Administrator

CONTRACTOR:

In the Presence of:

By: _____

Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/13/2023

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

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

PRODUCER Brown & Brown of Minnesota, Inc. 1120 South Avenue North Mankato MN 56003		CONTACT NAME: Mary Portner, CISR PHONE (A/C, No, Ext): (507) 344-4505 E-MAIL ADDRESS: Mary.Portner@bbrown.com FAX (A/C, No): (866) 800-6599	
INSURED Bolton and Menk, Inc. 1960 Premier Dr Mankato MN 56001		INSURER(S) AFFORDING COVERAGE INSURER A: EMCASCO Insurance Company INSURER B: Employers Mutual Casualty Company INSURER C: Continental Casualty Company INSURER D: INSURER E: INSURER F:	
		NAIC # 21407 21415	

COVERAGES**CERTIFICATE NUMBER:** 2024-25 Bolton**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y		6D50852	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 2,000,000						
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y		6E50852	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	Y		6J50852	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 10,000,000
	AGGREGATE \$ 10,000,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	6H50852	01/01/2024	01/01/2025	☒ PER STATUTE ☐ OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
C	Professional Liability E&O Deductible @ \$25,000			AEH114019718	12/31/2023	12/31/2024	Per Claim Limit \$5,000,000
	Aggregate Limit \$10,000,000						
	Retro Active Date 12/31/1997						

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

City of Willmar is added as additional insured under the general, auto & umbrella liability policies on a primary non-contributory basis as per all written contracts.

Valuable Papers coverage limit of \$1,300,000.

CERTIFICATE HOLDER**CANCELLATION**

City of Willmar
333 6th St. SW

Willmar

MN 56201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City Council Action Request

Council Meeting Date:	April 1, 2024	Agenda Item Number:	11.G.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	No	Prepared By:	Kyle Box, City Operations Director
Ordinance:	Yes	Presented By:	Robert Scott, City Attorney
Item:	Introduction of an Ordinance Authorizing Sale of Land CURA		

RECOMMENDED ACTION:

1. To approve the Introduction of an Ordinance authorizing the sale of 4.10 acres of land to CURA and call for a public hearing on April 15 at 6:30 PM
2. To Publish by Summary

OVERVIEW:

On Monday, March 11, the city council approved a resolution approving the transition of operations and conveyance of Willmar Care Center real estate to CURA. The next step in the process is for the Council to approve an ordinance authorizing the sale and conveyance of 4.10 acres of land to CURA.

The recommended action for the city council is to introduce this ordinance and set the public hearing for Monday, April 15, at 6:30 PM.

BUDGETARY/FISCAL ISSUES:

NA

ALTERNATIVES TO CONSIDER:

None Recommended

ATTACHMENTS:

1. Ordinance authorizing sale of Care Center real estate to CURA
2. Summary publication of CURA land sale ordinance

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SALE OF
REAL PROPERTY TO CURA

The City Council of the City of Willmar hereby ordains as follows:

Section 1. AUTHORIZATION OF SALE. Finding it to be in the best interests of the City of Willmar, the Willmar City Council hereby authorizes the sale and conveyance of real property owned by the City consisting of approximately 4.10 acres identified as Parcel No. 95-921-5710, as legally defined on Exhibit A hereto, to CURA, a non-profit corporation organized under the laws of the State of Minnesota, by quit claim deed pursuant to the terms and conditions of a Commercial Property Purchase Agreement to be entered into between the City and CURA.

Section 2. EFFECTIVE DATE. This ordinance shall take effect after its adoption and second publication.

Passed by the City Council of the City of Willmar this ____ day of _____, 2024.

ATTEST:

Judy Thompson, City Clerk

Douglas E. Reese, Mayor

VOTE: ____ ASK ____ ASMUS ____ BUTTERFIELD ____ DAVIS
 ____ FAGERLIE ____ NELSEN ____ O'BRIEN ____ SHULDES

This Ordinance introduced by Council Member: _____

This Ordinance introduced on: _____

This Ordinance published on: _____

This Ordinance given a hearing on: _____

This Ordinance adopted on: _____

This Ordinance published on: _____

EXHIBIT A
LEGAL DESCRIPTION

(Subject to revision in accordance with Title Commitment)

All that part of the N 1/2 of the NE 1/4 of Section 21, Township 119, Range 35 described as follows, to wit, commencing at a point on the North line of said Section 21 a distance of 970 feet Westerly of the Northeast corner thereof; thence deflecting Southerly through 90° 10' a distance of 433 feet to a point; thence Westerly and parallel with the North line of said Section 21 a distance of 480 feet to a point; thence deflecting Northerly through 89°50' to a point on the North line of said Section 21; thence Easterly on and along the said North line of Section 21 to the point of beginning, (which includes part of 18th St. West dedicated to the public in the plat of Molenaar's Addition to the City of Willmar) Kandiyohi County, Minnesota.

SUMMARY PUBLICATION OF CITY OF WILLMAR ORDINANCE NO. ____

**AN ORDINANCE AUTHORIZING THE
SALE OF REAL PROPERTY TO CURA**

Summary: Ordinance No. ____ authorizes the sale and conveyance of real property owned by the City consisting of approximately 4.10 acres on which the CentraCare Care Center is situated to Cura, pursuant to the terms of a purchase agreement to be separately approved by the City.

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