



WILLMAR CITY COUNCIL MEETING

MONDAY, APRIL 15, 2024 @ 6:30 PM

BOARD ROOM HEALTH AND HUMAN SERVICES BUILDING

2200 – 23rd STREET NE, WILLMAR MINNESOTA

AGENDA

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

Approve:

- A. City Council Minutes of April 1, 2024
- B. Planning Commission Minutes of April 3, 2024_Draft
- C. MUC Meeting Minutes of April 8th 2024
- D. Agricultural Rent Reimbursement - Tract 7
- E. Agricultural Rent Reimbursement - Hay Ground
- F. Reschedule a Public Hearing for the sale and transfer of land to CURA (Willmar Care Center) for May 6, 2024, at 6:30 PM.
- G. Accounts Payable Report, 3-27-24 through 4-9-24

Information:

- H. Planning Commission Memorandum to City Council
- I. March 2024 Building Permit Report
- J. Zoning Appeals Board - Cletus Frank
- K. Director Reports

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 an Ordinance Authorizing the sale 5.54 acres of Parcel 95-921-5690 to Cura

11. Regular Business

- A. Consideration resolution to purchase playground equipment from Landscape Structures for \$81,896.77 for Valleyside Park
- B. Introduction of an Ordinance to Reallocate Local Option Sales Tax Dollars
- C. Wastewater Roof Replacement Bid Award
- D. Project No. 2404-B Bid Award 19th Ave Path Improvements
- E. MnDOT TH 40 Turn Lanes Work Order
- F. Authorize Sale of GO Improvement Bonds 2024A
- G. Resolution to Acknowledge Donation for the 1st Quarter of 2024
- H. Request for Work Session on Monday, April 29th at 6:00PM

12. "Community Pride" Announcements

13. Closed Session

- A. Closed session pursuant to MN Stat 13d.05, subd. 3(c)

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

April 1, 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. Absent: Carl Shuldes. Present 8, Absent 1.

Also present were City Administrator Leslie Valiant, City Operations Director Kyle Box, Finance Director Tom Odens, Parks and Recreation Director Rob Baumgarn, Planning and Development Director Christopher Corbett, Public Works Director Justin DeLeeuw, Director of Community Outreach Pablo Obregon, Human Resource Director LuAnn Sietsema, Police Chief Jim Felt, City Engineer Jared Voge 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 Fagerlie seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

City Operations Director Kyle Box reviewed the consent agenda.

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 through 3-26-24
- G. Willmar Sertoma Club Lawful Gambling Application
- H. **Resolution No. 2024-039 Authorizing Acceptance of Grant Agreement for Airport Improvement - Fuel Card Reader**

- I. Reschedule Bethesda Conduit Financing Public Hearing
- J. **Resolution Nos. 2024-040 and 2024-041 approving Memorandum of Agreements between the City of Willmar and Law Enforcement Labor Services**

A motion to **Approve Consent Agenda Items** was introduced by Council Member Ask. Council Member O'Brien seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

Noes None

Public Hearing:

- A. A Public Hearing was held to discuss a Resolution Approving the Purchase Agreement; and an Ordinance Authorizing the Sale of Parcel: 95-872-1160 to Jennie-O Turkey Store, Inc. The Hearing opened at 6:38 p.m. and closed at 6:39 p.m.

A motion to approve **Resolution No. 2024-042 Approving a Commercial Property Purchase Agreement with Jennie-O Turkey Store, Inc.** was introduced by Council Member Butterfield. Council Member O'Brien seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

Noes None

Council Member Butterfield motioned to approve **Ordinance No.1522 - Authorizing the Sale of Parcel: 95-872-1160 to Jennie-O Turkey Store, Inc.** Council Member Fagerlie seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Ayes Council Member Ask, Council Member Nelsen, Council Member Davis, 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 Ask. The motion passed on a roll call vote of Ayes 7, Noes 0.

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

Noes None

- B. A Public Hearing was held to discuss authorizing the Ordinance for City Land sale in the 4th Addition of the Willmar Industrial Park for Dooley's Petroleum Expansion Project. The Hearing opened at 6:41 p.m. and closed at 6:42 p.m.

Council Member Fagerlie motioned to **Ordinance No. 1523 - Approve authorizing the City Land sale in the 4th Addition of the Willmar Industrial Park for Dooley's Petroleum Expansion Project** Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

Council Member O'Brien 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 7, Noes 0.

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

Regular Business:

A. Outdoor Ice Rink request

Willmar citizen, Matt Dawson, presented the proposed outdoor ice rink and requested Council approval to use the remaining LOST bond funding of approximately \$1.4 million to complete the outdoor ice rink as presented. A motion to approve **Outdoor Ice Rink request** was introduced by Council Member Davis. Council Member Butterfield seconded the motion. At the request of Council Member Nelsen, City Attorney Robert Scott confirmed that the motion is to allocate the remaining funds generated by the local option sales tax to this project which was about \$1.5 million. He also clarified that this is city owned land and will be a city project. He stated that for this to go forward, the city will need to design the project and enter into a service contract with an architect to design the plans and specs, then bid the project and award the project. If for some reason this project is not what the Council understands it to be or cannot be completed for a reasonable price, the City would have the option to not go through those steps, not award a contract and reappropriate whatever money is left. Following this discussion, the motion carried on a roll call vote of Ayes 6, Noes 1.

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

B. Mayor's Community Center Task Force Report

Tom Gilbertson presented information from the **Mayor's Community Center Task Force**. Council Member Ask motioned to approve the YMCA site as the preferred location for the Community Center and continue to work in partnership with the YMCA, negotiating our options with them. Council Member O'Brien seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

C. Project No. 2401-A Bid Award & As-Bid Budget

City Engineer Jared Voge recommended approving a Resolution to award the bid to Levanen Underground, LLC for Project No. 2401-A; the reconstruction of 10th Street SW from Ella Avenue to Gorton Avenue and approving the As-Bid Budget. Council Member Fagerlie motioned to approve **Resolution No. 2024-043 awarding the bid for Project 2401-A to Levanen Underground, LLC in the amount of \$719,661.00.** Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

Council Member Fagerlie made a motion to adopt **Resolution No. 2024-044 approving the As-Bid Budget for Project No. 2401-A in the amount of \$921,900.** Council Member Davis seconded the motion, and the motion passed on a roll call vote of Ayes 7, Noes 0.

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

D. Project No. 2401-B Bid Award & As-Bid Budget

City Engineer Jared Voge recommended approving a Resolution to award the bid to Duininck, Inc. for 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, and approving the As-Bid Budget. Council Member Nelsen motioned to approve **Resolution No. 2024-045 awarding the bid for Project 2401-B to Duininck Inc, in the amount of \$7,080,541.60.** Council Member O'Brien seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0. Following discussion, **Project No. 2401-B Bid Award & As-Bid Budget** was introduced by Council Member Nelsen. Council Member O'Brien seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

Council Member Davis motioned to adopt **Resolution No. 2024-046 approving the As-Bid Budget for Project No. 2401-B in the amount of \$8,892,600.** Council Member Fagerlie seconded the motion, and the motion passed on a roll call vote of Ayes 7, Noes 0.

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

E. **Review of the 2022-2023 Willmar Police Department Body Worn Camera (BWC) Audit**

Police Chief Felt presented the Review of the 2022-2023 Willmar Police Department Body Worn Camera (BWC) audit, as required by MM State Statue. The BWC Audit is performed every two years. The Willmar Police Department had an independent company perform the audit. The independent auditor recommended one policy update.

F. **City of Willmar's Safety Action Plan**

City Operations Director Kyle Box recommended approving **Resolution No. 2024-047 Authorizing Bolten & Menk, Inc professional services to create Willmar's Safety Action Plan**. Council Member O'Brien motioned to approve the Resolution. Council Member Ask seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

Mayor Reese called for a 5 minute recess at 7:52 p.m. The meeting resumed at 7:57 p.m.

G. **Introduction of an Ordinance Authorizing Sale of Land CURA**

City Attorney Robert Scott recommended introducing an Ordinance authorizing the sale of 4.10 acres of land to CURA and called for a public hearing on April 15, 2024 at 6:30 p.m. Council Member Nelsen made a motion to approve the **Introduction of an Ordinance Authorizing Sale of Land CURA**. Council Member Ask seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

Council Member Nelsen 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 7, Noes 0.

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

Closed Session:

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

Council Member Fagerlie introduced the action for Council to enter closed session Pursuant to MN §13D.05 Sub 3(c) to discuss **Potential Land Sale of Parcel 95-872-1160**. Council Member Nelsen seconded the motion which carried on a roll call vote of Ayes 7, Noes 0. The Council entered closed session at 8:04 p.m. The council resumed open session at 8:19 p.m.

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

At 8:20 p.m. Council Member Ask motioned to **Adjourn**. 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 Fagerlie, Council Member Asmus, Council Member Butterfield, Council Member O'Brien
Noes None

MAYOR

Attest:

CITY CLERK

RESOLUTION NO. 2024-039

**AUTHORIZATION ACCEPTING GRANT AGREEMENT
FOR AIRPORT IMPROVEMENT**

Motion By: Ask Second By: O'Brien

BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, 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.

/S/Douglas E. Reese
MAYOR

Attest:

/S/Leslie M. Valiant
CITY ADMINISTRATOR

CITY OF WILLMAR
RESOLUTION NO. 2024 -040

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

Motion by: Ask

Second by: O'Brien

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:

/S/Leslie M. Valiant
CITY ADMINISTRATOR

/S/Douglas E. Reese
MAYOR

CITY OF WILLMAR
RESOLUTION NO. 2024 – 041

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

Motion by: Ask

Second by: O'Brien

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:

4. The MOA between the City of Willmar and Law Enforcement Labor Services is approved.
5. The City of City of Willmar's management shall execute the MOA.
6. 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:

/S/Leslie M. Valiant
CITY ADMINISTRATOR

/S/Douglas E. Reese
MAYOR

Resolution No. 2024-042

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

Motion By: Butterfield Second By: O'Brien

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota that the 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

/S/Douglas E. Reese

Mayor

Attest:

/S/Leslie M. Valiant

City Administrator

Resolution No. 2024-043

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

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 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

/S/Douglas E. Reese

Mayor

Attest:

/S/Leslie M. Valiant

City Administrator

RESOLUTION NO. 2024-044
PROJECT NO. 2401-A AS-BID BUDGET
TOTAL COST \$921,900

*Budget Amounts are Essential

Motion By: Fagerlie

Second By: Davis

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

/S/Douglas E. Reese
Mayor

Attest:

/S/Leslie M. Valiant
City Administrator

OTHER CHARGES

46* Prof. Serv.	\$166,200
48 Admin OH (Transfer)	
TOTAL	\$166,200
GRAND TOTAL	\$921,900

Resolution No. 2024-045

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

Motion By: Nelsen Second By: O'Brien

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the 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

/S/Douglas E. Reese
Mayor

Attest:

/S/Leslie M. Valiant
City Administrator

**RESOLUTION NO. 2024-046
PROJECT NO. 2401-B AS-BID BUDGET
TOTAL COST \$8,892,600**

*Budget Amounts are Essential

Motion By: Davis 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 \$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

/S/Douglas E. Reese
Mayor

Attest:

/S/Leslie M. Valiant
City Administrator

OTHER CHARGES

46* Prof. Serv.	\$1,457,900
48 Admin OH (Transfer)	
TOTAL	\$1,457,900
GRAND TOTAL	\$8,892,600

RESOLUTION NO. 2024-047

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

Motion By: O'Brien

Second By: Ask

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

/S/Douglas E. Reese
MAYOR

Attest:

/L/Leslie M. Valiant
CITY ADMINISTRATOR

WILLMAR PLANNING COMMISSION
WEDNESDAY, APRIL 3, 2024
333 6TH STREET SW, CONFERENCE ROOM 1

MINUTES

The Willmar Planning Commission met on Wednesday, April 3, 2024, at 6:30pm at City Hall.

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

Members Absent: Vice-Chairman Kelsey Vosika.

Others Present: Paul Patock (Willmar Wood Products); Tim Larson (Willmar Wood Products); Aaron Backman (remotely via MS Teams)(EDC); Andy Hill (Bolton-Menk); Jennifer Kotila (West Central Tribune); Hans and Victoria Hibma (remotely via MS Teams)(Rendezvous, LLC); Jeff Warszynski (Resident/General Mailing).

1. Chairman Marchand called for order at 6:31 PM.
2. Roll Call.
3. Additions/Deletions: None.
4. Chairman Marchand asked if there were any questions regarding the minutes from March 20, 2024. Commissioner Holwerda motioned to approve the minutes and Commissioner Dresler seconded. All voted in favor. The motion was approved.
5. General Public Testimony: None.
6. **REGULAR BUSINESS**
 - a. **MEMORANDUM TO CITY COUNCIL RE: CURA—CITY OF WILLMAR: REAL PROPERTY TRANSACTION REVIEW**

Director Corbett presented a memorandum discussing the CURA site and purchase agreement, outlining background information, purchase agreement details, and Planning Commission's responsibilities. Commissioner Dresler inquired about the city council vote process, and Director Corbett clarified that the City Council public hearing is scheduled for April 15th, 2024. Commissioner Buzzeo raised questions about the use of a memorandum instead of a resolution, to which Director Corbett explained the decision was based on the split vote outcome. Commissioner Buzzeo further inquired about the requirements for a resolution to be drafted. Director Corbett reiterated that a majority vote is needed for a resolution to be drafted. Commissioner Buzzeo suggested that more time should have been provided to review the memo. Commissioner Poe made a motion for approval of the memorandum, which was seconded by Commissioner Dresler. A roll call vote was conducted, Commissioner Buzzeo was the only nay vote, and the motion carried.

b. RENDEZVOUS, LLC: CONDITIONAL USE PERMIT – PUBLIC HEARING AND VOTE

Planner Frank introduced the project named Rendezvous LLC, located at 916 Litchfield Avenue. Planner Frank reiterated information from the previous meeting, including review by the fire department, which provided comments regarding the need for a commercial hood suppression system in the kitchen and adjustments to exit doors.

A public hearing on the conditional use request was opened at 6:45 PM. A member of the public, Jeff Warszynski, expressed concerns about potential criminal activity in the area, citing incidents such as break-ins and vandalism. He emphasized the need for increased police presence and surveillance. With no other members of the public present for comment, the public hearing was closed at 6:50 PM.

Mr. and Mrs. Hibma (appearing virtually) detailed Rendezvous, LLC's plans to operate Thursday through Saturday initially, with the intention of expanding to include Wednesdays and Sundays. Hours of operation will be from 5 PM to 10 PM on Thursdays and Fridays and from 11 AM to 10 PM on Saturdays. Rendezvous LLC will be applying for a beer and wine license initially, with plans to serve alcohol alongside axe-throwing activities and restaurant offerings.

The facility will have approximately 36 parking spots, with discussions around optimizing parking arrangements. The capacity for the restaurant is estimated to be around 60 people.

The axe-throwing will take place indoors, with customers able to bring their own axes if desired. The activity is described as a combination of entertainment and sport, catering to various demographics.

The Planning Commission discussed conditions related to fire department requirements, traffic, and crime concerns. Commissioner Buzzeo made a motion for approval of the Conditional Use Permit, which was seconded by Commissioner Poe. Commissioner Dresler suggested amending the motion to include the fire department requirements as a condition for approval. After some clarification, Commissioner Buzzeo amended his motion to include said conditions. Chairman Marchand detailed the affirmative findings of fact for the Conditional Use Permit. Commissioner Fils-Aime requested some clarification on possible negative impact to surrounding property. After discussion on the findings, a roll call vote was conducted, and the motion carried, with Commissioner Fils-Aime voting nay, and Commissioner Holwerda abstaining.

c. CENTRACARE: MINOR SUBDIVISION – BRIEFING

Planner Frank introduced the project as a minor subdivision at the former ACMC site, now owned by CentraCare, along First Street. The area comprises several smaller parcels, including the main clinic and the old surgery center.

Andy Hill, engineer from Bolton-Menk representing CentraCare, provided details on subdividing the area into two main lots. One lot will house the main clinic, while the other will accommodate the old

surgery center, which CentraCare plans to sell for use as a dialysis clinic. The subdivision aims to adjust lot lines to incorporate the old surgery center and its parking lot into a single parcel. As part of the subdivision, CentraCare plans to dedicate right-of-way to the city on the east and north sides of the property and provide utility easements. Additionally, easements will be granted to facilitate access for the dialysis clinic. Electrical and engineering departments provided comments, including requests for easements and adjustments, which have been addressed in the updated plans presented.

It was noted that minor subdivisions typically do not require a public hearing. However, a commissioner could request one if deemed necessary.

The project is scheduled to be on the agenda for the next Planning Commission meeting for final vote.

d. WILLMAR WOOD PRODUCTS, INC. W/ TERWISSCHA CONST.: CONDITIONAL USE PERMIT

Paul Patock from Willmar Wood Products presented plans to relocate their operations to the former Herberger's site located at 1410 5th Street SE. The company expressed the need for additional space due to expansion and outlined their intention to utilize approximately 50 percent of the space, with the remainder potentially leased to other businesses.

Commissioners raised concerns about elevation issues related to the loading dock and inquired about potential changes or improvements. Mr. Patock provided assurances that elevation changes would not be necessary due to the existing conditions. Other commissioners raised questions about waste management, parking lot conditions, and fire safety measures. Mr. Patock provided additional details about the company's operations and the need for expansion. He addressed questions regarding material handling, dust containment, and transportation logistics. Commissioners expressed support for the project and highlighted its potential benefits to the community, and use of the currently empty space.

Aaron Backman, appearing virtually for the EDC, provided additional comments on his support for the project and the emphasis of getting local ownership to utilize the empty space.

The project is scheduled to be on the agenda for the next Planning Commission meeting for final vote.

7. DIRECTOR'S REPORT

Director Corbett provided updates on the Safe Streets and Roads for All plan, funded by the US Department of Transportation, and the rebranding of Willmar Main Street to Downtown Willmar. The commission discussed the importance of establishing a downtown brand and enhancing communication with stakeholders.

8. MISCELLANEOUS

Commissioner Buzzeo inquired about the role of Bolton-Menk, as the city's engineering contractor, in presenting projects to the Planning Commission and communication between their various offices. City staff clarified the relationship between Bolton-Menk in their city engineering function, and Bolton-Menk as an independent engineering firm.

9. ADJOURN

Commissioner Buzzeo motioned to adjourn at 7:50 PM, seconded by Commissioner Newberg. All members present voted affirmatively, and the motion carried. With no further business, the meeting was adjourned.



333 6th Street Southwest | Willmar MN 56201 | 320.235.4913

MEMORANDUM

To: City Council
From: Planning Commission
Date: April 1, 2024
Subject: CURA – CITY OF WILLMAR: REAL PROPERTY TRANSACTION REVIEW

Background

On February 20, 2024, a proposed Purchase Agreement between the City of Willmar and CURA to develop affordable senior housing apartments was considered by City Council. The proposal included the sale of 5.54 acres of publicly owned land (Parcel # 95-921-5690) south of Swansson Fields. The agreement was approved, and a public hearing date was set (*postponed to April 15th*).

The Purchase Agreement would be a legally binding document between the City of Willmar, as “*Seller*,” and CURA, as “*Buyer*.” The Purchase Agreement stipulates the terms and conditions for the sale and transfer of property and creates the legal obligation for the seller to sell, and the buyer to buy at those terms and conditions. Real estate transactions involving city-owned property are complex transactions that may span months and involve many public processes before a final design is presented. The Purchase Agreement provides contingencies for both Buyer and Seller that must be satisfied in a timely matter in order for the transaction to close.

The Willmar City Charter requires Planning Commission to review City land transactions and specifically states as follows:

Section 4.02 Planning Commission, Subdivision 8. Acquisition, sale, transfer or termination of public lands, buildings and property.

No city street, park, public grounds or real estate, ways, streets, alleys or buildings shall be acquired, constructed, extended, sold, transferred, conveyed or vacated until the same shall have been submitted to and approved by the Commission. No city street, park, public grounds or real estate, ways, streets, alleys or buildings shall be leased for a period in excess of three (3) years until the same shall have been submitted to and approved by the Commission. If the Commission shall affirmatively disapprove the same or shall determine to attach conditions thereto, the action thereon shall be by resolution setting forth its findings with respect thereto and its specific reasons for such disapproval. In the event that the Commission shall have failed to act thereon within a period of thirty (30) days after the adoption of the motion or resolution submitting or referring it to the Commission, it shall be deemed to have been approved as submitted.

Planning Commission Decision

Planning Commission reviewed the Purchase Agreement on the following dates:

Planning Commission: March 6, 2024

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

Following the introduction of the project, concerns were raised by Willmar Municipal Utilities in the form of a memorandum regarding the impact of the development on water resources delivered at the time of presentation on the project by Kevin Marti from Willmar Municipal Utilities. Considering the concerns raised and the need for further review of the utility's memo, Chairman Marchand proposed tabling the item for future discussion. Commissioner Holwerda expressed concern about the purchase agreement preceding other processes like design and utilities review. The commission decided to table the discussion until the next meeting due to unresolved questions and the need for further review. Commissioner Dresler initiated a motion to table the discussion, which was seconded and unanimously approved.

Planning Commission: March 20, 2024

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

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 cost.

Commissioner Dresler moved to approve the sale with conditions that the City of Willmar and the developer, Cura, work with Willmar Municipal Utilities to ensure that the proposed development and the proposed stormwater project will all fit on the site without impeding future well development.

The motion was seconded by Commissioner Buzzeo. A split vote ensued (3-3), and the matter was not approved. The matter will be forwarded to the City Council for consideration at the scheduled Willmar City Council meeting Monday, April 15, 2024, at 6:30 pm located at 2200 – 23rd Street NE, Willmar Minnesota.

Notice to City Council

The City Charter includes a provision allowing the City Council to override any decision by the Planning Commission, which states as follows:

Section 4.02 Planning Commission, Subdivision 9. Over-riding power of the Council. Any resolution or other action by the Commission may be overruled by the Council by the affirmative votes of five (5) members of the Council at any time within a period of thirty (30) days from the date of the regular Council meeting next following the receipt by the City Clerk of the copy of the motion, resolution, or action of the Commission in question.

Due to the Planning Commission failing to approve the proposed Purchase Agreement by split vote, this memorandum shall provide notice of the Planning Commission decision to the City Council in lieu of a Resolution.

**WILLMAR PLANNING COMMISSION
WEDNESDAY, APRIL 3, 2024
333 6TH STREET SW, CONFERENCE ROOM 1**

MINUTES

The Willmar Planning Commission met on Wednesday, April 3, 2024, at 6:30pm at City Hall.

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

Members Absent: Vice-Chairman Kelsey Vosika.

Others Present: Paul Patock (Willmar Wood Products); Tim Larson (Willmar Wood Products); Aaron Backman (remotely via MS Teams)(EDC); Andy Hill (Bolton-Menk); Jennifer Kotila (West Central Tribune); Hans and Victoria Hibma (remotely via MS Teams)(Rendezvous, LLC); Jeff Warszynski (Resident/General Mailing).

1. Chairman Marchand called for order at 6:31 PM.
2. Roll Call.
3. Additions/Deletions: None.
4. Chairman Marchand asked if there were any questions regarding the minutes from March 20, 2024. Commissioner Holwerda motioned to approve the minutes and Commissioner Dresler seconded. All voted in favor. The motion was approved.
5. General Public Testimony: None.
6. **REGULAR BUSINESS**
 - a. **MEMORANDUM TO CITY COUNCIL RE: CURA—CITY OF WILLMAR: REAL PROPERTY TRANSACTION REVIEW**

Director Corbett presented a memorandum discussing the CURA site and purchase agreement, outlining background information, purchase agreement details, and Planning Commission's responsibilities. Commissioner Dresler inquired about the city council vote process, and Director Corbett clarified that the City Council public hearing is scheduled for April 15th, 2024. Commissioner Buzzeo raised questions about the use of a memorandum instead of a resolution, to which Director Corbett explained the decision was based on the split vote outcome. Commissioner Buzzeo further inquired about the requirements for a resolution to be drafted. Director Corbett reiterated that a majority vote is needed for a resolution to be drafted. Commissioner Buzzeo suggested that more time should have been provided to review the memo. Commissioner Poe made a motion for approval of the memorandum, which was seconded by Commissioner Dresler. A roll call vote was conducted, Commissioner Buzzeo was the only nay vote, and the motion carried.

b. RENDEZVOUS, LLC: CONDITIONAL USE PERMIT – PUBLIC HEARING AND VOTE

Planner Frank introduced the project named Rendezvous LLC, located at 916 Litchfield Avenue. Planner Frank reiterated information from the previous meeting, including review by the fire department, which provided comments regarding the need for a commercial hood suppression system in the kitchen and adjustments to exit doors.

A public hearing on the conditional use request was opened at 6:45 PM. A member of the public, Jeff Warszynski, expressed concerns about potential criminal activity in the area, citing incidents such as break-ins and vandalism. He emphasized the need for increased police presence and surveillance. With no other members of the public present for comment, the public hearing was closed at 6:50 PM.

Mr. and Mrs. Hibma (appearing virtually) detailed Rendezvous, LLC's plans to operate Thursday through Saturday initially, with the intention of expanding to include Wednesdays and Sundays. Hours of operation will be from 5 PM to 10 PM on Thursdays and Fridays and from 11 AM to 10 PM on Saturdays. Rendezvous LLC will be applying for a beer and wine license initially, with plans to serve alcohol alongside axe-throwing activities and restaurant offerings.

The facility will have approximately 36 parking spots, with discussions around optimizing parking arrangements. The capacity for the restaurant is estimated to be around 60 people.

The axe-throwing will take place indoors, with customers able to bring their own axes if desired. The activity is described as a combination of entertainment and sport, catering to various demographics.

The Planning Commission discussed conditions related to fire department requirements, traffic, and crime concerns. Commissioner Buzzeo made a motion for approval of the Conditional Use Permit, which was seconded by Commissioner Poe. Commissioner Dresler suggested amending the motion to include the fire department requirements as a condition for approval. After some clarification, Commissioner Buzzeo amended his motion to include said conditions. Chairman Marchand detailed the affirmative findings of fact for the Conditional Use Permit. Commissioner Fils-Aime requested some clarification on possible negative impact to surrounding property. After discussion on the findings, a roll call vote was conducted, and the motion carried, with Commissioner Fils-Aime voting nay, and Commissioner Holwerda abstaining.

c. CENTRACARE: MINOR SUBDIVISION – BRIEFING

Planner Frank introduced the project as a minor subdivision at the former ACMC site, now owned by CentraCare, along First Street. The area comprises several smaller parcels, including the main clinic and the old surgery center.

Andy Hill, engineer from Bolton-Menk representing CentraCare, provided details on subdividing the area into two main lots. One lot will house the main clinic, while the other will accommodate the old

surgery center, which CentraCare plans to sell for use as a dialysis clinic. The subdivision aims to adjust lot lines to incorporate the old surgery center and its parking lot into a single parcel. As part of the subdivision, CentraCare plans to dedicate right-of-way to the city on the east and north sides of the property and provide utility easements. Additionally, easements will be granted to facilitate access for the dialysis clinic. Electrical and engineering departments provided comments, including requests for easements and adjustments, which have been addressed in the updated plans presented.

It was noted that minor subdivisions typically do not require a public hearing. However, a commissioner could request one if deemed necessary.

The project is scheduled to be on the agenda for the next Planning Commission meeting for final vote.

d. WILLMAR WOOD PRODUCTS, INC. W/ TERWISSCHA CONST.: CONDITIONAL USE PERMIT

Paul Patock from Willmar Wood Products presented plans to relocate their operations to the former Herberger's site located at 1410 5th Street SE. The company expressed the need for additional space due to expansion and outlined their intention to utilize approximately 50 percent of the space, with the remainder potentially leased to other businesses.

Commissioners raised concerns about elevation issues related to the loading dock and inquired about potential changes or improvements. Mr. Patock provided assurances that elevation changes would not be necessary due to the existing conditions. Other commissioners raised questions about waste management, parking lot conditions, and fire safety measures. Mr. Patock provided additional details about the company's operations and the need for expansion. He addressed questions regarding material handling, dust containment, and transportation logistics. Commissioners expressed support for the project and highlighted its potential benefits to the community, and use of the currently empty space.

Aaron Backman, appearing virtually for the EDC, provided additional comments on his support for the project and the emphasis of getting local ownership to utilize the empty space.

The project is scheduled to be on the agenda for the next Planning Commission meeting for final vote.

7. DIRECTOR'S REPORT

Director Corbett provided updates on the Safe Streets and Roads for All plan, funded by the US Department of Transportation, and the rebranding of Willmar Main Street to Downtown Willmar. The commission discussed the importance of establishing a downtown brand and enhancing communication with stakeholders.

8. MISCELLANEOUS

Commissioner Buzzeo inquired about the role of Bolton-Menk, as the city's engineering contractor, in presenting projects to the Planning Commission and communication between their various offices. City staff clarified the relationship between Bolton-Menk in their city engineering function, and Bolton-Menk as an independent engineering firm.

9. ADJOURN

Commissioner Buzzeo motioned to adjourn at 7:50 PM, seconded by Commissioner Newberg. All members present voted affirmatively, and the motion carried. With no further business, the meeting was adjourned.



WILLMAR MUNICIPAL UTILITIES COMMISSION

Meeting Minutes – April 8, 2024

11:45 am – WMU Auditorium

The Municipal Utilities Commission (MUC) met in its regular scheduled meeting on Monday, April 8, 2024, at 11:45 am in the WMU Auditorium with the following Commissioners present: Shawn Mueske, John Kennedy, Terrill Sieck, Patricia Elizondo, Carol Laumer, and Bruce DeBlieck. Absent was Commissioner Dave Baumgart.

Others present at the meeting were: General Manager John Harren, Director of Administration Janell Johnson, Finance & Office Services Supervisor Andrea Prekker, Facilities & Maintenance Supervisor Kevin Marti, Information Systems Supervisor Mike Sangren, Executive Secretary Beth Mattheisen, City Councilman Michael O'Brien, City Attorney Robert Scott (via teleconference), City Administrator Leslie Valiant, Planning & Development Director Christopher Corbett, WC Tribune Journalist Jennifer Kotila, and CPA Justin McGraw of Conway, Deuth & Schmiesing, PLLP.

The meeting opened by reciting the Pledge of Allegiance. Due to the absence of Commission Secretary Baumgart, Commission President Mueske appointed Commissioner Sieck to serve as Acting Secretary. Following the appointment, Commissioner Mueske asked 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 DeBlieck offered a resolution to approve the consent agenda as presented. Commissioner Laumer seconded.

RESOLUTION NO. 13

"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 25, 2024, MUC Meeting; and,
- ❖ Bills represented by vouchers No. 20240405 to No. 20240444 and associated wire transfers inclusive in the amount of \$1,295,164.41.

Dated this 8th day of April 2024.

President

Attest:

Acting Secretary

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

At this time, Commissioner Mueske introduced CPA Justin McGraw from the accounting firm of Conway, Deuth & Schmiesing, PLLP. Mr. McGraw was in attendance to present the Commission with a report summarizing the 2023 Financial Statements & Accountants' Report for the Willmar Municipal Utilities. He informed the Commission that following a thorough review of the financial statements and reporting records of the Willmar Municipal Utilities, it was determined that WMU is in total compliance with the provisions of laws, regulations, contracts, and agreements. Mr. McGraw further expressed his appreciation to Finance & Office Services Supervisor Prekker and WMU staff for the competent accounting practices being demonstrated and the leadership being provided. Following discussion, Commissioner Laumer offered a motion to accept the 2023 Financial Statements & Accountants' Report as presented. Commissioner Kennedy seconded the motion which carried by a vote of six ayes and zero nays.

Finance & Office Services Supervisor Prekker informed the Commission of the need to determine the amount of liability limits to be set regarding the League of Minnesota Liability Insurance renewal. Staff recommended that Willmar Municipal Utilities does not waive the limits on municipal tort liability established by Minnesota Statutes 466.04. If WMU does not waive the statutory tort limits, an individual claimant would be able to recover no more

than \$500,000 on any claim to which the statutory tort limits apply. The total which all claimants would be able to recover in a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. If WMU waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants. Following discussion, Commissioner DeBlieck offered a resolution to not waive the limits on municipal tort liability established by Minnesota Statutes 466.04. Commission Kennedy seconded.

RESOLUTION NO. 14

“BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the Willmar Municipal Utilities does not waive the limits on municipal tort liability established by Minnesota Statutes 466.04.”

Dated this 8th day of April 2024.

President

Attest:

Acting Secretary

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

Facilities & Maintenance Supervisor Marti presented the Commission with the March 2024 Wind Turbine Report. Turbine availabilities for the month of February were 98.3% (Unit #3) and 89.0% (Unit #4) with a total monthly production of 854,131 kilowatt hours (kwh). The 2024 total production through March is 2,042,683 kwh. The 2024 costs/kwh associated with operating the units is .71¢/kwh. Since the inception of the units in 2009, the operational cost has been calculated at 14.43¢/kwh.

Facilities & Maintenance Supervisor Marti informed the Commission that a planning session to update the current WMU Strategic Plan will be held on Wednesday, May 1st beginning at 8:00 am. Once again, Marcy Douglas from MRES will assume the role as facilitator for the process which was last completed in 2021. Following input regarding the proposed timeline, it was a consensus to have the full Commission participate with the setting of the strategic goals beginning at 8:00 am (ending between 10:00-12:00 pm) followed by WMU Staff working with Ms. Douglas to identify strategies to achieve the established goals.

Facilities & Maintenance Supervisor Marti informed the Commission that on March 6th bids were opened for the furnishing of a new 40-foot Aerial Bucket Truck with a 19,500 GVW Cab & Chassis. Bids included trade-in of the 2012 Ford F550 Truck Chassis and 40-foot Altec Bucket Truck currently owned by WMU. Two bids were received with ABM Equipment being the low bidder with a net purchase price of \$193,970.00 including trade-in (approved project budget was \$225,000). Following review and discussion, Commissioner Laumer offered a resolution to award the bid for furnishing of the new 40-foot aerial bucket truck cab and chassis to ABM Equipment for the net amount of \$193,970.00 (including trade-in). Commissioner Kennedy seconded.

RESOLUTION NO. 15

“BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the bid for the furnishing of a 40-foot Aerial Bucket Truck with a 19,500 GVW Cab and Chassis be awarded to ABM Equipment for their net amount of \$193,970.00 including trade-in and contingent upon final approval shop of drawings prior to build-out.”

Dated this 8th day of April 2024.

President

Attest:

Acting Secretary

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

In an effort to keep City Officials “up to speed” on projects and issues affecting the Utility, an annual report is prepared by WMU Staff updating the City on these developments. To better serve our community, sharing information, coordinating, and planning projects between the entities is essential. General Manager Harren presented a brief overview of the itemized *2023 WMU Update with Willmar City Council*. Meeting(s) with City Officials (Mayor, Council, Administration, etc.) will be scheduled at a later date to share the data presented.

Commissioner Mueske opened discussion with the Commission on recent developments associated with the SW Wellfield area (North Swansson Field). Mueske requested Attorney Scott to provide input on the public hearing initially scheduled by the City for April 15th. One of the topics to be addressed at the hearing was the City’s proposed sale of 5.5 acres for development in the area. It was noted that WMU has completed extensive research to protect the areas surrounding public water supply wells or well fields and therefore has concerns regarding developing the property which could affect Willmar’s water supply. Following input from Attorney Scott, it was determined that no action would be taken on the sale of the 5.5 acres at the public hearing on April 15th, and the public hearing would be extended allowing for future comments. In the meantime, additional options will be further investigated that would be beneficial to all parties involved. Mueske reiterated that the Commission and Staff’s main concern is the preservation of the Willmar water supply both now and in the future.

American Public Power Association (APPA) has a 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, the informational video entitled “*Individual Roles & Responsibilities*” (lesson #7) was presented.

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, transmission project, and water treatment plant.

Upcoming 2024 events to note:

- MRES Annual Meeting (Sioux Falls., SD): May 8-9 (Elizondo/Laumer/Harren/Johnson/Smith)
- MMUA Utility Leader Workshop (Alexandria): June 27 (3 additional sites & dates are available)
- APPA National Conference (San Diego, CA): June 7-12 (Kennedy/Laumer)
- MMUA Summer Conference (Fargo, ND): August 19-21

There being no further business to come before the Commission, Commissioner Kennedy offered a motion to adjourn. Commissioner DeBlick seconded the motion which carried by a vote of six ayes and zero nays, and the meeting was adjourned at 1:02 pm.

Respectfully Submitted,

WILLMAR MUNICIPAL UTILITIES

Beth Mattheisen, Executive Secretary

ATTEST:

Terrill Sieck, Acting Secretary



City Council Action Request

Council Meeting Date:	April 15, 2024	Agenda Item Number:	6.D.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	Yes	Prepared By:	
Ordinance:	No	Presented By:	
Item:	Agricultural Rent Reimbursement - Tract 7		

RECOMMENDED ACTION:

That the Council approves a resolution for reimbursement to Preston Asche for Tract 7 in the amount of \$6,000.

OVERVIEW:

As a result of the sale of land to Jenny-O Turkey Store in the amount of 29.97 acres.

BUDGETARY/FISCAL ISSUES:

Industrial Park Fund: \$6,000.00

ALTERNATIVES TO CONSIDER:

N/A

ATTACHMENTS:

1. RESOLUTION-TRACT 7
2. PrestonAscheRESOLUTION-TRACT 7

RESOLUTION NO. 2024 - ____

**RESOLUTION AUTHORIZING REIMBURSEMENT FOR AGRICULTURAL LAND
LEASE**

Motion By: _____

Second By: _____

BE IT RESOLVED by the City Council of the City of Willmar to reimburse Preston Asche for Tract 7 of Agricultural Land Leases in the amount of \$6,000.00 is accepted.

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

Dated this 15th day of April 2024

Mayor

Attest:

City Clerk

RESOLUTION NO. 2024

**RESOLUTION AUTHORIZING REIMBURSEMENT FOR AGRICULTURAL
LAND LEASE**

Motion By: _____

Second By: _____

BE IT RESOLVED by the City Council of the City of Willmar to reimburse Preston Asche for Tract 7 of Agricultural Land Leases in the amount of \$6,000.00 is accepted.

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

Dated this 15th day of April 2024

MAYOR

Attest:

CITY CLERK



City Council Action Request

Council Meeting Date:	April 15, 2024	Agenda Item Number:	6.E.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	Yes	Prepared By:	
Ordinance:	No	Presented By:	
Item:	Agricultural Rent Reimbursement - Hay Ground		

RECOMMENDED ACTION:

That the Council approves a resolution for reimbursement to Breck Erickson for partial termination of Hay Ground.

OVERVIEW:

As a result of the sale of land to Jenny-O Turkey Store in the amount of 5.52 acres. With this change in acres, the total hay acreage that Mr. Erickson will rent is approximately 149.48 acres.

BUDGETARY/FISCAL ISSUES:

Industrial Park Fund: \$386.40

ALTERNATIVES TO CONSIDER:

N/A

ATTACHMENTS:

1. RESOLUTION-HAYGROUND

RESOLUTION NO. 2024 - ____

**RESOLUTION AUTHORIZING REIMBURSEMENT FOR AG RI CULTURAL LAND
LEASE**

Motion By: _____

Second By: _____

BE IT RESOLVED by the City Council of the City of Willmar to reimburse Breck Erickson for partial termination of Hay Ground of Agricultural Land Leases in the amount of \$386.40 is accepted.

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

Dated this 15th day of April 2024

Mayor

Attest:

City Clerk



City Council Action Request

Council Meeting Date:	April 15, 2024	Agenda Item Number:	6.F.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	No	Prepared By:	
Ordinance:	Yes	Presented By:	Leslie Valiant, City Administrator
Item:	Reschedule a Public Hearing for the sale and transfer of land to CURA (Willmar Care Center) for May 6, 2024, at 6:30 PM.		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

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.

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	DESCR
103696 ACE ROLLOFFS & DISPOSAL											
200/04-24		04/01/2024	04/09-AV	71121	846.00		846.00	04/16/2024	INV	PD	Section
CHECK DATE:	04/09/2024										
213/04-24		04/01/2024	04/09-AV	71121	251.60		251.60	04/16/2024	INV	PD	Section
CHECK DATE:	04/09/2024										
233/04-24		03/12/2024	04/09-AV	71121	49.68		49.68	03/27/2024	INV	PD	garbag
CHECK DATE:	04/09/2024										
235/03-24		04/02/2024	04/09-AV	71121	299.34		299.34	04/17/2024	INV	PD	Garbag
CHECK DATE:	04/09/2024										
237/04-24		04/01/2024	04/09-AV	71121	52.70		52.70	04/16/2024	INV	PD	Garbag
CHECK DATE:	04/09/2024										
238/04-24		04/01/2024	04/09-AV	71121	104.52		104.52	04/16/2024	INV	PD	City H
CHECK DATE:	04/09/2024										
239/04-24		04/01/2024	04/09-AV	71121	202.64		202.64	04/16/2024	INV	PD	April
CHECK DATE:	04/09/2024										
240/04-24		04/01/2024	04/09-AV	71121	24.35		24.35	04/16/2024	INV	PD	Town p
CHECK DATE:	04/09/2024										
241/04-24		04/01/2024	04/09-AV	71121	209.71		209.71	04/16/2024	INV	PD	Plant
CHECK DATE:	04/09/2024										
					2,040.54						
102061 ALEX AIR APPARATUS 2 LLC											
INV-49615	21	03/25/2024	04/09-AV	71122	6,200.00		6,200.00	04/24/2024	INV	PD	Ventil
CHECK DATE:	04/09/2024										
103557 AMAZON CAPITAL SERVICES											
11GL-3VQC-77FX		03/12/2024	04/09-AV	71123	34.97		34.97	03/27/2024	INV	PD	gems
CHECK DATE:	04/09/2024										
11M4-RNY7-11N6		03/25/2024	04/09-AV	71123	8.39		8.39	04/24/2024	INV	PD	iPad c
CHECK DATE:	04/09/2024										
1GKC-NLGC-1MRG		03/12/2024	04/09-AV	71123	114.97		114.97	03/27/2024	INV	PD	LIGHTS
CHECK DATE:	04/09/2024										
1JPG-CVJX-4DCP		03/25/2024	04/09-AV	71123	135.02		135.02	04/09/2024	INV	PD	Traffi
CHECK DATE:	04/09/2024										
1MFH-9RKH-RJF3		03/22/2024	04/09-AV	71123	999.90		999.90	04/21/2024	INV	PD	Metal
CHECK DATE:	04/09/2024										
1NWJ-1D63-1V4L		04/02/2024	04/09-AV	71123	43.99		43.99	05/02/2024	INV	PD	Trash
CHECK DATE:	04/09/2024										
1P6F-PM9H-1H6D		03/12/2024	04/09-AV	71123	163.83		163.83	03/27/2024	INV	PD	OUTLET
CHECK DATE:	04/09/2024										
1PH6-KLJX-6RG9		01/09/2024	04/09-AV	71123	496.48		496.48	02/08/2024	INV	PD	FY24 A
CHECK DATE:	04/09/2024										
1TJG-R3DT-4FQ1		03/25/2024	04/09-AV	71123	248.48		248.48	04/09/2024	INV	PD	Squad
CHECK DATE:	04/09/2024										
1VKJ-YTXQ-9XQL		03/14/2024	04/09-AV	71123	279.95		279.95	04/13/2024	INV	PD	Catche
CHECK DATE:	04/09/2024										
1YV6-F4RG-H1V1		04/04/2024	04/09-AV	71123	49.93		49.93	04/19/2024	INV	PD	IPad c
CHECK DATE:	04/09/2024										
					2,575.91						
100057 AMERICAN WELDING & GAS INC											

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID	AMOUNT DUE DATE	TYPE	STS	DESCR
0009996030		03/26/2024	04/09-AV	71124	425.97	425.97	04/10/2024	INV	PD	Test &
CHECK DATE: 04/09/2024										
0010019618		03/31/2024	04/09-AV	71124	84.85	84.85	04/15/2024	INV	PD	weldin
CHECK DATE: 04/09/2024										
0010031527		04/05/2024	04/09-AV	71124	28.52	28.52	04/20/2024	INV	PD	weldin
CHECK DATE: 04/09/2024										
102954 ANDERSON LAW OFFICES					539.34					
2485		03/20/2024	04/09-AV	71125	21,241.05	21,241.05	04/04/2024	INV	PD	profes
CHECK DATE: 04/09/2024										
104067 Andy Hill										
040224		03/29/2024	04/09-AV	71126	200.00	200.00	04/13/2024	INV	PD	refund
CHECK DATE: 04/09/2024										
103822 ANTHEM SPORTS, LLC										
393062	15	03/20/2024	04/09-AV	71127	2,434.39	2,434.39	04/04/2024	INV	PD	Baseba
CHECK DATE: 04/09/2024										
103852 APPLE, INC.										
MA71305097		03/28/2024	04/09-AV	71128	569.00	569.00	04/27/2024	INV	PD	iPad f
CHECK DATE: 04/09/2024										
100051 ARAMARK										
2560224283		02/05/2024	04/09-AV	71129	11.16	11.16	02/05/2024	INV	PD	Mainte
CHECK DATE: 04/09/2024										
2560226575		02/12/2024	04/09-AV	71129	12.69	12.69	04/08/2024	INV	PD	Mainte
CHECK DATE: 04/09/2024										
2560229062		02/19/2024	04/09-AV	71129	12.69	12.69	04/08/2024	INV	PD	Mainte
CHECK DATE: 04/09/2024										
2560233789		03/04/2024	04/09-AV	71129	12.69	12.69	03/14/2024	INV	PD	Mainte
CHECK DATE: 04/09/2024										
2560236254		03/11/2024	04/09-AV	71129	12.69	12.69	04/08/2024	INV	PD	Mainte
CHECK DATE: 04/09/2024										
2560238618		03/18/2024	04/09-AV	71129	12.69	12.69	04/23/2024	INV	PD	Unifor
CHECK DATE: 04/09/2024										
2560241021		03/25/2024	04/09-AV	71129	12.69	12.69	04/09/2024	INV	PD	Mainte
CHECK DATE: 04/09/2024										
103946 ARVIG					87.30					
STMT 4/1/2024		04/01/2024	04/09-AV	71130	3,850.00	3,850.00	04/25/2024	INV	PD	Leased
CHECK DATE: 04/09/2024										
100075 AT&T MOBILITY										
287296610156X0403202		03/25/2024	04/09-AV	71131	2,213.65	2,213.65	04/20/2024	INV	PD	FirstN

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE: 04/09/2024											
103610 AUSTIN INCORPORATED											
47014		03/26/2024	04/09-AV	71132	120.00		120.00	04/10/2024	INV	PD	PUMPED
CHECK DATE: 04/09/2024											
47082		03/01/2024	04/09-AV	71132	120.00		120.00	03/16/2024	INV	PD	spetic
CHECK DATE: 04/09/2024											
47237		03/01/2024	04/09-AV	71132	120.00		120.00	03/16/2024	INV	PD	septic
CHECK DATE: 04/09/2024											
47311		03/01/2024	04/09-AV	71132	120.00		120.00	03/16/2024	INV	PD	septic
CHECK DATE: 04/09/2024											
48005		03/01/2024	04/09-AV	71132	120.00		120.00	03/16/2024	INV	PD	septic
CHECK DATE: 04/09/2024											
					600.00						
102793 AUTO TECH ALIGNMENTS & MORE											
27022		04/04/2024	04/09-AV	71133	100.00		100.00	04/19/2024	INV	PD	Alignm
CHECK DATE: 04/09/2024											
27041		04/05/2024	04/09-AV	71133	100.00		100.00	04/20/2024	INV	PD	Alignm
CHECK DATE: 04/09/2024											
					200.00						
103826 AUTODESK INC.											
9861631920		03/27/2024	04/09-AV	71134	5,280.00		5,280.00	04/26/2024	INV	PD	Cust.
CHECK DATE: 04/09/2024											
100131 AVENU INSIGHTS & ANALYTICS											
INVB-052380		03/28/2024	04/09-AV	71135	3,012.64		3,012.64	04/27/2024	INV	PD	AS400
CHECK DATE: 04/09/2024											
102860 BATTERY WHOLESALE INC											
223190WIL		08/11/2023	04/09-AV	71136	34.41		34.41	08/26/2023	INV	PD	Procel
CHECK DATE: 04/09/2024											
103377 BENSON LAUNDRY											
400761		04/02/2024	04/09-AV	71137	57.54		57.54	04/17/2024	INV	PD	Mops a
CHECK DATE: 04/09/2024											
402086		04/02/2024	04/09-AV	71137	57.54		57.54	04/17/2024	INV	PD	Mops a
CHECK DATE: 04/09/2024											
403394		04/02/2024	04/09-AV	71137	57.54		57.54	04/17/2024	INV	PD	Mops a
CHECK DATE: 04/09/2024											
					172.62						
104063 Bethel Lutheran Chruch											
032924		03/26/2024	04/09-AV	71138	11,385.00		11,385.00	04/10/2024	INV	PD	2019 A
CHECK DATE: 04/09/2024											
101010 BOLTON & MENK INC											

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	DESCR
0332804		03/26/2024	04/09-AV	71139	8,413.50	8,413.50		04/10/2024	INV	PD	Projec
CHECK DATE: 04/09/2024											
0332805		03/26/2024	04/09-AV	71139	42,518.00	42,518.00		04/10/2024	INV	PD	Projec
CHECK DATE: 04/09/2024											
0332806		03/26/2024	04/09-AV	71139	13,313.50	13,313.50		04/10/2024	INV	PD	19th A
CHECK DATE: 04/09/2024											
0332807		03/26/2024	04/09-AV	71139	10,038.50	10,038.50		04/10/2024	INV	PD	2024 F
CHECK DATE: 04/09/2024											
0332808		03/26/2024	04/09-AV	71139	16,070.50	16,070.50		04/10/2024	INV	PD	Feb En
CHECK DATE: 04/09/2024											
0332809		03/26/2024	04/09-AV	71139	1,776.00	1,776.00		04/10/2024	INV	PD	Projec
CHECK DATE: 04/09/2024											
0332811		03/26/2024	04/09-AV	71139	32,308.00	32,308.00		04/10/2024	INV	PD	Projec
CHECK DATE: 04/09/2024											
0332814		03/26/2024	04/09-AV	71139	5,716.00	5,716.00		04/10/2024	INV	PD	Eagle
CHECK DATE: 04/09/2024											
0332816		03/26/2024	04/09-AV	71139	7,296.50	7,296.50		04/10/2024	INV	PD	Projec
CHECK DATE: 04/09/2024											
0332818		03/26/2024	04/09-AV	71139	1,372.00	1,372.00		04/10/2024	INV	PD	Projec
CHECK DATE: 04/09/2024											
0332822		03/26/2024	04/09-AV	71139	3,442.00	3,442.00		04/10/2024	INV	PD	Hwy 40
CHECK DATE: 04/09/2024											
0332823		03/26/2024	04/09-AV	71139	2,444.00	2,444.00		04/10/2024	INV	PD	Projec
CHECK DATE: 04/09/2024											
101980 BSE					144,708.50						
928105824		04/02/2024	04/09-AV	71140	100.00	100.00		04/17/2024	INV	PD	New Ba
CHECK DATE: 04/09/2024											
103883 CENTURY COLLEGE											
00782571		04/03/2024	04/09-AV	71141	795.00	795.00		05/04/2024	INV	PD	Emerge
CHECK DATE: 04/09/2024											
100154 CHAMBERLAIN OIL CO											
467657-00		03/28/2024	04/09-AV	71142	860.40	860.40		04/12/2024	INV	PD	Screw
CHECK DATE: 04/09/2024											
100156 CHAPPELL CENTRAL INC											
SVC-115894		02/28/2024	04/09-AV	71143	1,095.60	1,095.60		03/14/2024	INV	PD	Replac
CHECK DATE: 04/09/2024											
SVC-115936		04/02/2024	04/09-AV	71143	247.50	247.50		04/17/2024	INV	PD	Labor
CHECK DATE: 04/09/2024											
SVC-116112		03/28/2024	04/09-AV	71143	945.26	945.26		04/12/2024	INV	PD	Replac
CHECK DATE: 04/09/2024											
SVC-116153		03/29/2024	04/09-AV	71143	99.00	99.00		04/13/2024	INV	PD	Servic
CHECK DATE: 04/09/2024											
SVC-116161		03/29/2024	04/09-AV	71143	3,196.68	3,196.68		04/13/2024	INV	PD	Replac
CHECK DATE: 04/09/2024											
SVC-116183		03/29/2024	04/09-AV	71143	1,324.06	1,324.06		04/13/2024	INV	PD	New ac

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE: 04/09/2024											
SVC-116187		03/29/2024	04/09-AV	71143	537.90		537.90	04/13/2024	INV	PD	AC rep
CHECK DATE: 04/09/2024											
SVC-116323		03/31/2024	04/09-AV	71143	945.26		945.26	04/15/2024	INV	PD	Replac
CHECK DATE: 04/09/2024											
100736 CHARTER COMMUNICATIONS					8,391.26						
175505001032124		03/21/2024	04/09-AV	71144	841.24		841.24	04/20/2024	INV	PD	Mar/Ap
CHECK DATE: 04/09/2024											
224360801040124		04/01/2024	04/09-AV	71144	548.91		548.91	05/01/2024	INV	PD	April
CHECK DATE: 04/09/2024											
104061 Church of St. Mary					1,390.15						
32924		03/26/2024	04/09-AV	71145	14,152.50		14,152.50	04/10/2024	INV	PD	2019 A
CHECK DATE: 04/09/2024											
103708 CITY LINE TOWING											
032324		03/25/2024	04/09-AV	71146	390.00		390.00	04/09/2024	INV	PD	Tow fo
CHECK DATE: 04/09/2024											
104070 Column Software PBC											
6D89022E-0001		03/01/2024	04/09-AV	71147	81.21		81.21	03/16/2024	INV	PD	AD for
CHECK DATE: 04/09/2024											
A85BD339-0004		03/01/2024	04/09-AV	71147	197.17		197.17	03/16/2024	INV	PD	Bid AD
CHECK DATE: 04/09/2024											
A85BD339-0005		03/01/2024	04/09-AV	71147	205.05		205.05	03/16/2024	INV	PD	Ad for
CHECK DATE: 04/09/2024											
B15E1683-0001		03/01/2024	04/09-AV	71147	67.47		67.47	03/16/2024	INV	PD	Summar
CHECK DATE: 04/09/2024											
B15E1683-0005		03/01/2024	04/09-AV	71147	93.82		93.82	03/16/2024	INV	PD	ordina
CHECK DATE: 04/09/2024											
B15E1683-0010		03/29/2024	04/09-AV	71147	65.23		65.23	04/13/2024	INV	PD	ordina
CHECK DATE: 04/09/2024											
B15E1683-0012		03/29/2024	04/09-AV	71147	137.64		137.64	04/13/2024	INV	PD	Genera
CHECK DATE: 04/09/2024											
103116 COMPASS MINERALS AMERICA					847.59						
1317229		03/22/2024	04/09-AV	71148	5,408.61		5,408.61	04/06/2024	INV	PD	Road S
CHECK DATE: 04/09/2024											
102130 CORE & MAIN LP											
U570337		03/20/2024	04/09-AV	71149	111.76		111.76	04/04/2024	INV	PD	6" fla
CHECK DATE: 04/09/2024											
100186 CROW CHEMICAL & LIGHTING											

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	DESCR
120:173/445/462		03/28/2024	04/09-AV	71150	372.95		372.95	04/12/2024	INV	PD	Reissu
CHECK DATE: 04/09/2024											
126881		04/02/2024	04/09-AV	71150	402.56		402.56	04/17/2024	INV	PD	Glass
CHECK DATE: 04/09/2024											
103271 DAIRYLAND SUPPLY INC					775.51						
01-49370		03/25/2024	04/09-AV	71151	77.58		77.58	04/09/2024	INV	PD	8" gas
CHECK DATE: 04/09/2024											
102914 DEPT OF HUMAN SERVICES											
00000788766		03/26/2024	04/09-AV	71152	10,967.93		10,967.93	04/10/2024	INV	PD	ECPN P
CHECK DATE: 04/09/2024											
100203 DESIGN ELECTRIC INC											
23447-1F		01/31/2024	04/09-AV	71153	60,033.82		60,033.82	02/15/2024	INV	PD	Lake1a
CHECK DATE: 04/09/2024											
104051 DHT INC.											
5031		11/16/2023	04/09-AV	71154	8,812.96		8,812.96	12/01/2023	INV	PD	Towing
CHECK DATE: 04/09/2024											
104072 District 5M4 Midwinter Convention											
040824		03/20/2024	04/09-AV	71155	95.00		95.00	04/04/2024	INV	PD	willma
CHECK DATE: 04/09/2024											
100231 ED'S SERVICE CENTER & SALES											
147030		02/07/2024	04/09-AV	71156	355.99		355.99	02/22/2024	INV	PD	Tow je
CHECK DATE: 04/09/2024											
100788 ELECTRIC PUMP INC											
0077829-IN		03/28/2024	04/09-AV	71157	1,970.17		1,970.17	04/12/2024	INV	PD	Repair
CHECK DATE: 04/09/2024											
0077872-IN		04/01/2024	04/09-AV	71157	240.00		240.00	04/16/2024	INV	PD	Repair
CHECK DATE: 04/09/2024											
104064 Eric's Aviation Services, Inc					2,210.17						
1005		03/01/2024	04/09-AV	71158	582.00		582.00	03/16/2024	INV	PD	weldin
CHECK DATE: 04/09/2024											
102443 EXCEL OVERHEAD DOOR											
42567		03/27/2024	04/09-AV	71159	2,110.80		2,110.80	04/11/2024	INV	PD	Repair
CHECK DATE: 04/09/2024											
42590		04/02/2024	04/09-AV	71159	292.97		292.97	04/17/2024	INV	PD	Garage
CHECK DATE: 04/09/2024											

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	DESCR
100993 FELT/JAMES E					2,403.77						
032824		03/25/2024	04/09-AV	71160	17.35	17.35	04/09/2024	INV	PD	CERT	m
CHECK DATE: 04/09/2024											
100775 FIRST CHOICE FOOD & BEVERAGE											
2107:035128		04/02/2024	04/09-AV	71161	1,577.76	1,577.76	04/17/2024	INV	PD	Conces	
CHECK DATE: 04/09/2024											
102484 FISCHER/BETH											
040824		03/20/2024	04/09-AV	71162	200.00	200.00	04/04/2024	INV	PD	Cell	p
CHECK DATE: 04/09/2024											
104069 Fladeboe Properties											
040824		03/29/2024	04/09-AV	71163	1,500.00	1,500.00	04/13/2024	INV	PD	Reimbu	
CHECK DATE: 04/09/2024											
102973 FLEETPRIDE											
115526341		03/22/2024	04/09-AV	71164	102.65	102.65	04/06/2024	INV	PD	Filter	
CHECK DATE: 04/09/2024											
115565132		03/25/2024	04/09-AV	71164	214.57	214.57	04/09/2024	INV	PD	Filter	
CHECK DATE: 04/09/2024											
115646532		03/28/2024	04/09-AV	71164	11.71	11.71	04/12/2024	INV	PD	Filter	
CHECK DATE: 04/09/2024											
115663115		03/28/2024	04/09-AV	71164	18.46	18.46	04/12/2024	INV	PD	Filter	
CHECK DATE: 04/09/2024											
115778646		04/04/2024	04/09-AV	71164	120.37	120.37	04/19/2024	INV	PD	Filter	
CHECK DATE: 04/09/2024											
115810609		04/04/2024	04/09-AV	71164	50.43	50.43	04/19/2024	INV	PD	Filter	
CHECK DATE: 04/09/2024											
115819616		04/04/2024	04/09-AV	71164	108.91	108.91	04/19/2024	INV	PD	Filter	
CHECK DATE: 04/09/2024					627.10						
100288 GALLS LLC											
027476303		03/26/2024	04/09-AV	71165	485.91	485.91	04/10/2024	INV	PD	Tru-Sp	
CHECK DATE: 04/09/2024											
100293 GENERAL MAILING SERVICES											
69387		03/29/2024	04/09-AV	71166	59.77	59.77	04/13/2024	INV	PD	Postag	
CHECK DATE: 04/09/2024											
69434		03/29/2024	04/09-AV	71166	172.23	172.23	04/13/2024	INV	PD	Postag	
CHECK DATE: 04/09/2024											
69484		03/29/2024	04/09-AV	71166	99.33	99.33	04/13/2024	INV	PD	Postag	
CHECK DATE: 04/09/2024											
69524		03/20/2024	04/09-AV	71166	564.11	564.11	04/04/2024	INV	PD	postag	
CHECK DATE: 04/09/2024											

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	DESCR
100786 GRAINGER INC					895.44						
9052721322		04/02/2024	04/09-AV	71167	37.08	37.08	04/17/2024	INV	PD		Batter
CHECK DATE:	04/09/2024										
9054404083		03/15/2024	04/09-AV	71167	172.86	172.86	03/30/2024	INV	PD		Emerge
CHECK DATE:	04/09/2024										
9056482947		03/18/2024	04/09-AV	71167	11.62	11.62	04/02/2024	INV	PD		Tire t
CHECK DATE:	04/09/2024										
9067275041		03/27/2024	04/09-AV	71167	73.82	73.82	04/11/2024	INV	PD		Shop s
CHECK DATE:	04/09/2024										
					295.38						
100321 HANSEN ADVERTISING SPECIALTIES											
49829		03/26/2024	04/09-AV	71168	708.26	708.26	04/10/2024	INV	PD		BRANDI
CHECK DATE:	04/09/2024										
49830		03/26/2024	04/09-AV	71168	144.98	144.98	04/10/2024	INV	PD		Brandi
CHECK DATE:	04/09/2024										
49834		03/26/2024	04/09-AV	71168	419.59	419.59	04/10/2024	INV	PD		BRANDI
CHECK DATE:	04/09/2024										
49838		03/26/2024	04/09-AV	71168	589.25	589.25	04/10/2024	INV	PD		BRANDI
CHECK DATE:	04/09/2024										
49908		03/26/2024	04/09-AV	71168	415.84	415.84	04/10/2024	INV	PD		BRANDI
CHECK DATE:	04/09/2024										
					2,277.92						
104068 MSTs Receivables LLC											
1b8564dd		03/20/2024	04/09-AV	71169	559.97	559.97	04/04/2024	INV	PD		shop t
CHECK DATE:	04/09/2024										
a52ae926		03/20/2024	04/09-AV	71169	8.99	8.99	04/04/2024	INV	PD		late f
CHECK DATE:	04/09/2024										
					568.96						
102609 HAUG-KUBOTA LLC											
23841		04/05/2024	04/09-AV	71170	39.21	39.21	04/20/2024	INV	PD		Filter
CHECK DATE:	04/09/2024										
23849		04/05/2024	04/09-AV	71170	165.75	165.75	04/20/2024	INV	PD		Filter
CHECK DATE:	04/09/2024										
					204.96						
100325 HAWKINS INC											
6716702		03/21/2024	04/09-AV	71171	93.40	93.40	04/05/2024	INV	PD		Anti f
CHECK DATE:	04/09/2024										
6719492		03/27/2024	04/09-AV	71171	12,274.95	12,274.95	04/11/2024	INV	PD		Ind. f
CHECK DATE:	04/09/2024										
6725051		04/01/2024	04/09-AV	71171	12,181.27	12,181.27	04/16/2024	INV	PD		Muni f
CHECK DATE:	04/09/2024										
					24,549.62						
103650 HIGHLAND PRODUCTS GROUP LLC											

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	DESCR
310035188	20	03/29/2024	04/09-AV	71172	5,196.39	5,196.39	04/28/2024	INV	PD		Canopy
CHECK DATE: 04/09/2024											
100333 HILLYARD\HUTCHINSON											
605436146		03/12/2024	04/09-AV	71173	69.09	69.09	03/27/2024	INV	PD		cleani
CHECK DATE: 04/09/2024											
103396 IDEAL SERVICE INC											
12776		03/15/2024	04/09-AV	71174	802.50	802.50	03/30/2024	INV	PD		Servic
CHECK DATE: 04/09/2024											
103613 INDIGITAL											
13421		03/26/2024	04/09-AV	71175	2,401.69	2,401.69	04/10/2024	INV	PD		SCANNE
CHECK DATE: 04/09/2024											
103023 INNOVATIVE OFFICE SOLUTIONS											
CIN121570		03/26/2024	04/09-AV	71176	425.00	425.00	04/10/2024	INV	PD		Office
CHECK DATE: 04/09/2024											
CIN121813	22	04/05/2024	04/09-AV	71176	1,131.50	1,131.50	04/20/2024	INV	PD		Office
CHECK DATE: 04/09/2024											
IN4482326		03/07/2024	04/09-AV	71176	136.38	136.38	03/22/2024	INV	PD		office
CHECK DATE: 04/09/2024											
IN4491910		03/19/2024	04/09-AV	71176	73.53	73.53	04/03/2024	INV	PD		Paper
CHECK DATE: 04/09/2024											
IN4493633		03/27/2024	04/09-AV	71176	39.58	39.58	04/11/2024	INV	PD		office
CHECK DATE: 04/09/2024											
IN4498424		03/27/2024	04/09-AV	71176	110.40	110.40	04/11/2024	INV	PD		office
CHECK DATE: 04/09/2024											
103355 JOHANNECK WTR CONDITIONING INC				1,916.39							
118689		03/01/2024	04/09-AV	71177	14.65	14.65	04/16/2024	INV	PD		Soften
CHECK DATE: 04/09/2024											
119091		03/20/2024	04/09-AV	71177	39.00	39.00	04/04/2024	INV	PD		water
CHECK DATE: 04/09/2024											
119361		03/20/2024	04/09-AV	71177	39.00	39.00	04/16/2024	INV	PD		Lab wa
CHECK DATE: 04/09/2024											
119590		03/27/2024	04/09-AV	71177	32.00	32.00	04/11/2024	INV	PD		Water
CHECK DATE: 04/09/2024											
119592		03/27/2024	04/09-AV	71177	18.00	18.00	04/11/2024	INV	PD		Water
CHECK DATE: 04/09/2024											
CR1711-3-164		03/29/2024	04/09-AV	71177	1.00	1.00	04/13/2024	INV	PD		Cooler
CHECK DATE: 04/09/2024											
CR1711-3-176		03/29/2024	04/09-AV	71177	2.00	2.00	04/13/2024	INV	PD		Cooler
CHECK DATE: 04/09/2024											
ER1801-3-075		03/28/2024	04/09-AV	71177	46.00	46.00	04/12/2024	INV	PD		City H
CHECK DATE: 04/09/2024											

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
104060 Joseph Marcus					191.65					
032824		03/28/2024	04/09-AV	71178	81,366.00	81,366.00	04/12/2024	INV	PD	1612 1
CHECK DATE: 04/09/2024										
100382 KANDIYOHI CO RECORDER'S OFFICE										
040224		03/29/2024	04/09-AV	71179	7.00	7.00	04/13/2024	INV	PD	Record
CHECK DATE: 04/09/2024										
103138 KING'S ELECTRIC LLC										
2902		03/29/2024	04/09-AV	71180	1,559.14	1,559.14	04/13/2024	INV	PD	Retro
CHECK DATE: 04/09/2024										
103399 KVEENE/CHRIS										
20240402		04/02/2024	04/09-AV	71181	100.00	100.00	04/02/2024	INV	PD	C. Kve
CHECK DATE: 04/09/2024										
104055 Larsen *Petty Cash/Vernae										
040824		03/29/2024	04/09-AV	71182	300.00	300.00	04/13/2024	INV	PD	City C
CHECK DATE: 04/09/2024										
100417 LITTLE CROW SKI SHOWS										
040824		03/20/2024	04/09-AV	71183	1,000.00	1,000.00	04/04/2024	INV	PD	2024 S
CHECK DATE: 04/09/2024										
104065 Luann Rudningen										
032924		03/29/2024	04/09-AV	71184	26.80	26.80	04/13/2024	INV	PD	Mileag
CHECK DATE: 04/09/2024										
100424 M-R SIGN CO INC										
223353		03/19/2024	04/09-AV	71185	402.32	402.32	04/03/2024	INV	PD	signs
CHECK DATE: 04/09/2024										
100427 MACQUEEN EQUIPMENT INC										
P56672		03/27/2024	04/09-AV	71186	2,029.82	2,029.82	04/11/2024	INV	PD	SnowGo
CHECK DATE: 04/09/2024										
100437 MARCO TECHNOLOGIES LLC										
INV12324353		03/25/2024	04/09-AV	71187	2,619.17	2,619.17	04/09/2024	INV	PD	9/12/2
CHECK DATE: 04/09/2024										
INV12342916		03/29/2024	04/09-AV	71187	52.50	52.50	04/13/2024	INV	PD	shred
CHECK DATE: 04/09/2024										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
104071 Marv Kray					2,671.67					
040824		03/29/2024	04/09-AV	71188	9.38	9.38	04/13/2024	INV	PD	Mileag
CHECK DATE: 04/09/2024										
103792 MEDICAL WAREHOUSE										
227347		03/25/2024	04/09-AV	71189	1,743.85	1,743.85	04/09/2024	INV	PD	Medica
CHECK DATE: 04/09/2024										
100449 MENARDS										
74022		04/02/2024	04/09-AV	71190	114.80	114.80	04/17/2024	INV	PD	Cleani
CHECK DATE: 04/09/2024										
74408		03/13/2024	04/09-AV	71190	2.46	2.46	03/28/2024	INV	PD	Screws
CHECK DATE: 04/09/2024										
74593		03/18/2024	04/09-AV	71190	15.07	15.07	04/02/2024	INV	PD	Cable
CHECK DATE: 04/09/2024										
74609		03/18/2024	04/09-AV	71190	87.90	87.90	04/02/2024	INV	PD	Trash
CHECK DATE: 04/09/2024										
74899		03/25/2024	04/09-AV	71190	82.96	82.96	04/09/2024	INV	PD	Shop s
CHECK DATE: 04/09/2024										
74930		03/26/2024	04/09-AV	71190	42.99	42.99	04/10/2024	INV	PD	Scoop
CHECK DATE: 04/09/2024										
75054		03/28/2024	04/09-AV	71190	39.48	39.48	04/12/2024	INV	PD	Antifr
CHECK DATE: 04/09/2024										
75070		03/28/2024	04/09-AV	71190	100.35	100.35	04/12/2024	INV	PD	Loadsh
CHECK DATE: 04/09/2024										
75108		03/12/2024	04/09-AV	71190	12.24	12.24	03/27/2024	INV	PD	screws
CHECK DATE: 04/09/2024										
75209		04/01/2024	04/09-AV	71190	40.31	40.31	04/16/2024	INV	PD	Spray
CHECK DATE: 04/09/2024										
75379		04/04/2024	04/09-AV	71190	81.06	81.06	04/19/2024	INV	PD	Shop s
CHECK DATE: 04/09/2024										
75428		04/05/2024	04/09-AV	71190	99.64	99.64	04/20/2024	INV	PD	Shop s
CHECK DATE: 04/09/2024										
75575		04/08/2024	04/09-AV	71190	73.95	73.95	04/23/2024	INV	PD	window
CHECK DATE: 04/09/2024										
75585		03/12/2024	04/09-AV	71190	18.99	18.99	03/27/2024	INV	PD	switch
CHECK DATE: 04/09/2024										
103729 MILLS PARTS CENTER					812.20					
6139204		04/04/2024	04/09-AV	71191	72.45	72.45	04/19/2024	INV	PD	Axle s
CHECK DATE: 04/09/2024										
101805 MINI BIFF LLC										
A-147492		04/02/2024	04/09-AV	71192	107.10	107.10	04/17/2024	INV	PD	Mini B
CHECK DATE: 04/09/2024										
100522 MN DEPT OF LABOR & INDUSTRY										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
ALR0161998X CHECK DATE: 04/09/2024		03/30/2024	04/09-AV	71193	100.00	100.00	04/14/2024	INV	PD	Annual
100497 MN DEPT OF TRANSPORTATION										
P00017461 CHECK DATE: 04/09/2024		08/24/2023	04/09-AV	71194	376.66	376.66	09/08/2023	INV	PD	Materi
P00018265 CHECK DATE: 04/09/2024		01/18/2024	04/09-AV	71194	1,309.46	1,309.46	02/02/2024	INV	PD	Materi
					1,686.12					
100499 MN ELEVATOR INC										
1067083 CHECK DATE: 04/09/2024		04/01/2024	04/09-AV	71195	185.50	185.50	04/16/2024	INV	PD	Elevat
100873 MOTOR SPORTS OF WILLMAR										
2403143 CHECK DATE: 04/09/2024		04/04/2024	04/09-AV	71196	39.98	39.98	04/19/2024	INV	PD	Ranger
100539 MTI DISTRIBUTING CO										
1421669-00 CHECK DATE: 04/09/2024		03/21/2024	04/09-AV	71197	405.00	405.00	04/05/2024	INV	PD	Irriga
100544 MVTL LABORATORIES INC										
1245450 CHECK DATE: 04/09/2024		03/28/2024	04/09-AV	71198	57.00	57.00	04/12/2024	INV	PD	Lab te
1245933 CHECK DATE: 04/09/2024		04/02/2024	04/09-AV	71198	979.75	979.75	04/17/2024	INV	PD	Biosol
1246420 CHECK DATE: 04/09/2024		04/04/2024	04/09-AV	71198	57.00	57.00	04/19/2024	INV	PD	Lab te
					1,093.75					
100545 MWOA										
32 CHECK DATE: 04/09/2024		04/08/2024	04/09-AV	71199	20.00	20.00	04/23/2024	INV	PD	MWOA S
101627 NCL OF WISCONSIN INC										
497346 CHECK DATE: 04/09/2024		12/26/2023	04/09-AV	71200	116.29	116.29	01/10/2024	INV	PD	Lab su
100568 NELSON INTERNATIONAL										
X1011126538:01 CHECK DATE: 04/09/2024		03/28/2024	04/09-AV	71201	314.40	314.40	04/12/2024	INV	PD	Batter
X101126866:01 CHECK DATE: 04/09/2024		04/04/2024	04/09-AV	71201	570.00	570.00	04/19/2024	INV	PD	Batter

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	DESCR
102547	CARRANZA/NOE				884.40						
147	CHECK DATE: 04/09/2024	03/25/2024	04/09-AV	71202	150.00	150.00		04/09/2024	INV	PD	Interp
100585	NORTHERN STATES SUPPLY										
10-618739	CHECK DATE: 04/09/2024	03/28/2024	04/09-AV	71203	193.06	193.06		04/12/2024	INV	PD	Bandsa
1736901	CHECK DATE: 04/09/2024	03/19/2024	04/09-AV	71203	1,316.70	1,316.70		04/03/2024	INV	PD	PPE SW
100650	O'REILLY AUTOMOTIVE INC				1,509.76						
1528-132343	CHECK DATE: 04/09/2024	04/08/2024	04/09-AV	71204	27.98	27.98		04/23/2024	INV	PD	Switch
103286	OASIS AERO INC										
5786	CHECK DATE: 04/09/2024	03/26/2024	04/09-AV	71205	4,286.44	4,286.44		04/10/2024	INV	PD	AIRPOR
5822	CHECK DATE: 04/09/2024	03/26/2024	04/09-AV	71205	4,286.44	4,286.44		04/10/2024	INV	PD	AIRPOR
103249	OPG-3 INC				8,572.88						
7779	CHECK DATE: 04/09/2024	04/02/2024	04/09-AV	71206	7,398.00	7,398.00		05/02/2024	INV	PD	Laserf
103754	OSI BATTERIES										
INV76512	CHECK DATE: 04/09/2024	03/29/2024	04/09-AV	71207	773.19	773.19		04/28/2024	INV	PD	Radio
INV76578	CHECK DATE: 04/09/2024	03/29/2024	04/09-AV	71207	120.60	120.60		04/28/2024	INV	PD	Pager
100604	PERKINS LUMBER CO INC				893.79						
2402-232520	CHECK DATE: 04/09/2024	02/23/2024	04/09-AV	71208	48.84	48.84		03/09/2024	INV	PD	Screws
2403-234298	CHECK DATE: 04/09/2024	03/13/2024	04/09-AV	71208	22.29	22.29		03/28/2024	INV	PD	2x10x1
2403-234824	CHECK DATE: 04/09/2024	03/19/2024	04/09-AV	71208	21.72	21.72		04/03/2024	INV	PD	2x10x1
2403-235057	CHECK DATE: 04/09/2024	03/21/2024	04/09-AV	71208	197.88	197.88		04/05/2024	INV	PD	4x8 Wo
2403-235423	CHECK DATE: 04/09/2024	03/12/2024	04/09-AV	71208	164.99	164.99		03/27/2024	INV	PD	air co

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	DESCR
100620 PLUNKETT'S PEST CONTROL SERV					455.72						
8478379		04/01/2024	04/09-AV	71209	341.95	341.95	04/16/2024	INV	PD		Pest c
CHECK DATE: 04/09/2024											
100374 PREMIUM WATERS INC											
330587419		03/31/2024	04/09-AV	71210	20.99	20.99	04/15/2024	INV	PD		Drinki
CHECK DATE: 04/09/2024											
330590248		03/12/2024	04/09-AV	71210	10.00	10.00	03/27/2024	INV	PD		water
CHECK DATE: 04/09/2024											
100624 PRINT MASTERS					30.99						
181786		04/02/2024	04/09-AV	71211	125.00	125.00	04/17/2024	INV	PD		Bypass
CHECK DATE: 04/09/2024											
92552		04/08/2024	04/09-AV	71211	147.00	147.00	04/23/2024	INV	PD		Inspec
CHECK DATE: 04/09/2024											
101093 QUICK SIGNS					272.00						
181742		04/03/2024	04/09-AV	71212	102.00	102.00	04/18/2024	INV	PD		Parkin
CHECK DATE: 04/09/2024											
181783		04/03/2024	04/09-AV	71212	698.00	698.00	04/18/2024	INV	PD		2 Sail
CHECK DATE: 04/09/2024											
102582 RAILROAD MANAGEMENT CO III LLC					800.00						
502311		03/26/2024	04/09-AV	71213	1,334.40	1,334.40	04/10/2024	INV	PD		Licens
CHECK DATE: 04/09/2024											
102124 REFUGE CHURCH											
040824		03/29/2024	04/09-AV	71214	60.00	60.00	04/13/2024	INV	PD		PNP E1
CHECK DATE: 04/09/2024											
100158 ROCK OF LIFE - CRC											
040824		03/29/2024	04/09-AV	71215	45.00	45.00	04/13/2024	INV	PD		PNP E1
CHECK DATE: 04/09/2024											
104035 Rockler Tool											
11734165		03/12/2024	04/09-AV	71216	83.95	83.95	03/27/2024	INV	PD		Switch
CHECK DATE: 04/09/2024											
100665 RULE TIRE SHOP											
1-69521		03/28/2024	04/09-AV	71217	1,260.00	1,260.00	04/12/2024	INV	PD		Tires
CHECK DATE: 04/09/2024											

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
101418 RUNNING'S SUPPLY INC										
6113396		02/27/2024	04/09-AV	71218	117.88	117.88	03/13/2024	INV	PD	Soften
CHECK DATE: 04/09/2024										
100685 SERVICE CENTER/CITY OF WILLMAR										
STMT/01-2024		03/20/2024	04/09-AV	71219	6,809.93	6,809.93	04/04/2024	INV	PD	Equipm
CHECK DATE: 04/09/2024										
STMT/01-24		03/20/2024	04/09-AV	71219	18,056.51	18,056.51	04/04/2024	INV	PD	Diesel
CHECK DATE: 04/09/2024										
STMT/02-2024		03/20/2024	04/09-AV	71219	8,708.48	8,708.48	04/04/2024	INV	PD	Equipm
CHECK DATE: 04/09/2024										
STMT/02-24		03/20/2024	04/09-AV	71219	15,812.08	15,812.08	04/04/2024	INV	PD	Diesel
CHECK DATE: 04/09/2024										
STMT/03-2024		03/20/2024	04/09-AV	71219	14,993.44	14,993.44	04/04/2024	INV	PD	Equipm
CHECK DATE: 04/09/2024										
					64,380.44					
100690 SHERWIN WILLIAMS CO										
1020-0		03/08/2024	04/09-AV	71220	67.10	67.10	04/23/2024	INV	PD	Paint
CHECK DATE: 04/09/2024										
103218 SIETSEMA/SARA										
040224		04/02/2024	04/09-AV	71221	45.00	45.00	04/17/2024	INV	PD	Class
CHECK DATE: 04/09/2024										
040824		03/28/2024	04/09-AV	71221	67.67	67.67	04/12/2024	INV	PD	Mileag
CHECK DATE: 04/09/2024										
					112.67					
103699 SILVA/AMBER										
wellness March 2024		04/08/2024	04/09-AV	71222	1,258.38	1,258.38	04/23/2024	INV	PD	wellne
CHECK DATE: 04/09/2024										
104017 Spiraledge Inc.										
23515271		04/03/2024	04/09-AV	71223	360.40	360.40	04/18/2024	INV	PD	Lifegu
CHECK DATE: 04/09/2024										
100188 STERLING WATER-MINNESOTA LLC										
315X03720801		03/26/2024	04/09-AV	71224	60.75	60.75	04/10/2024	INV	PD	SOFTNE
CHECK DATE: 04/09/2024										
315X03780508		03/31/2024	04/09-AV	71224	19.45	19.45	04/15/2024	INV	PD	Water
CHECK DATE: 04/09/2024										
315X03790507		03/31/2024	04/09-AV	71224	60.75	60.75	04/15/2024	INV	PD	Soften
CHECK DATE: 04/09/2024										
					140.95					
100161 SYSCO WESTERN MINNESOTA										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	DESCR
253604111		04/02/2024	04/09-AV	71225	784.65		784.65	04/17/2024	INV	PD	Conces
CHECK DATE: 04/09/2024											
104040 T-Mobile USA, Inc											
9563085698		03/25/2024	04/09-AV	71226	25.00		25.00	04/09/2024	INV	PD	Search
CHECK DATE: 04/09/2024											
103801 TECH CHECK,LLC											
55320		04/03/2024	04/09-AV	71227	263.19		263.19	05/03/2024	INV	PD	Patch
CHECK DATE: 04/09/2024											
101005 THOMPSON/MARK											
040824		04/06/2024	04/09-AV	71228	203.99		203.99	04/21/2024	INV	PD	Safety
CHECK DATE: 04/09/2024											
102674 TOWMASTER											
467937		03/21/2024	04/09-AV	71229	108.74		108.74	03/21/2024	INV	PD	Seal K
CHECK DATE: 04/09/2024											
102949 TWIN CITY SEED COMPANY											
56544		04/05/2024	04/09-AV	71230	3,190.00		3,190.00	05/01/2024	INV	PD	Fertil
CHECK DATE: 04/09/2024											
103795 TYLER TECHNOLOGIES, INC											
045-460358		03/26/2024	04/09-AV	71231	1,100.00		1,100.00	04/10/2024	INV	PD	CONVER
CHECK DATE: 04/09/2024											
045-460407		03/26/2024	04/09-AV	71231	12,900.00		12,900.00	04/10/2024	INV	PD	Data C
CHECK DATE: 04/09/2024											
					14,000.00						
103143 US BANK EQUIPMENT FINANCE											
500-0576320-000		04/04/2024	04/09-AV	71232	518.10		518.10	04/30/2024	INV	PD	PD RIC
CHECK DATE: 04/09/2024											
101258 USA BLUE BOOK											
INV00308222		03/18/2024	04/09-AV	71233	344.93		344.93	04/02/2024	INV	PD	Load s
CHECK DATE: 04/09/2024											
INV00310336		03/19/2024	04/09-AV	71233	240.58		240.58	04/03/2024	INV	PD	Load s
CHECK DATE: 04/09/2024											
INV00312545		03/21/2024	04/09-AV	71233	238.44		238.44	04/05/2024	INV	PD	Load s
CHECK DATE: 04/09/2024											
					823.95						
104062 Vinje Lutheran Church											
032924		03/26/2024	04/09-AV	71234	7,443.30		7,443.30	04/10/2024	INV	PD	2011 A
CHECK DATE: 04/09/2024											

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
101273 VINJE LUTHERAN CHURCH										
040824		03/29/2024	04/09-AV	71235	30.00	30.00	04/13/2024	INV	PD	PNP E1
CHECK DATE: 04/09/2024										
104054 Human Resource Solutions										
Misc-003		03/26/2024	04/09-AV	71236	25.00	25.00	04/10/2024	INV	PD	Traini
CHECK DATE: 04/09/2024										
100805 WEST CENTRAL SANITATION										
13072706		03/31/2024	04/09-AV	71237	70.17	70.17	04/15/2024	INV	PD	City H
CHECK DATE: 04/09/2024										
13073892		03/31/2024	04/09-AV	71237	113.01	113.01	04/15/2024	INV	PD	Recycl
CHECK DATE: 04/09/2024										
					183.18					
100808 WEST CENTRAL TROPHIES										
9194		03/29/2024	04/09-AV	71238	35.00	35.00	04/08/2024	INV	PD	Engrav
CHECK DATE: 04/09/2024										
100809 WESTBERG, EISCHENS PLLP										
73217		04/08/2024	04/09-AV	71239	20.00	20.00	04/23/2024	INV	PD	1099-N
CHECK DATE: 04/09/2024										
102689 WILLMAR AUTO VALUE										
22516217		03/01/2024	04/09-AV	71240	173.85	173.85	04/12/2024	INV	PD	wheel
CHECK DATE: 04/09/2024										
22516455		03/04/2024	04/09-AV	71240	33.36	33.36	04/12/2024	INV	PD	Hyd fi
CHECK DATE: 04/09/2024										
22516459		03/04/2024	04/09-AV	71240	20.98	20.98	04/12/2024	INV	PD	Hyd fi
CHECK DATE: 04/09/2024										
22516714		03/06/2024	04/09-AV	71240	38.12	38.12	04/12/2024	INV	PD	Paint
CHECK DATE: 04/09/2024										
22516978		03/08/2024	04/09-AV	71240	60.00	60.00	04/12/2024	INV	PD	Paint
CHECK DATE: 04/09/2024										
22517187		03/11/2024	04/09-AV	71240	1,860.00	1,860.00	04/12/2024	INV	PD	Plant
CHECK DATE: 04/09/2024										
22517346		03/12/2024	04/09-AV	71240	6.78	6.78	04/12/2024	INV	PD	Reflec
CHECK DATE: 04/09/2024										
22517403		03/12/2024	04/09-AV	71240	146.87	146.87	04/12/2024	INV	PD	Freon
CHECK DATE: 04/09/2024										
22518169		03/19/2024	04/09-AV	71240	192.28	192.28	04/12/2024	INV	PD	Batter
CHECK DATE: 04/09/2024										
					2,532.24					
100812 WILLMAR CHAMBER OF COMMERCE										
56931		03/20/2024	04/09-AV	71241	6,817.87	6,817.87	04/04/2024	INV	PD	Chambe
CHECK DATE: 04/09/2024										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
57041		03/20/2024	04/09-AV	71241	13,330.16	13,330.16	04/04/2024	INV	PD	Chambe
CHECK DATE:	04/09/2024									
57042		03/20/2024	04/09-AV	71241	236.08	236.08	04/04/2024	INV	PD	manage
CHECK DATE:	04/09/2024									
57043		03/20/2024	04/09-AV	71241	60.23	60.23	04/04/2024	INV	PD	recycl
CHECK DATE:	04/09/2024									
57049		03/26/2024	04/09-AV	71241	28.00	28.00	04/10/2024	INV	PD	PUBLIC
CHECK DATE:	04/09/2024									
					20,472.34					
265 INVOICES					606,956.15					

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



333 6th Street Southwest | Willmar MN 56201 | 320.235.4913

MEMORANDUM

To: City Council
From: Planning Commission
Date: April 1, 2024
Subject: CURA – CITY OF WILLMAR: REAL PROPERTY TRANSACTION REVIEW

Background

On February 20, 2024, a proposed Purchase Agreement between the City of Willmar and CURA to develop affordable senior housing apartments was considered by City Council. The proposal included the sale of 5.54 acres of publicly owned land (Parcel # 95-921-5690) south of Swansson Fields. The agreement was approved, and a public hearing date was set (*postponed to April 15th*).

The Purchase Agreement would be a legally binding document between the City of Willmar, as “*Seller*,” and CURA, as “*Buyer*.” The Purchase Agreement stipulates the terms and conditions for the sale and transfer of property and creates the legal obligation for the seller to sell, and the buyer to buy at those terms and conditions. Real estate transactions involving city-owned property are complex transactions that may span months and involve many public processes before a final design is presented. The Purchase Agreement provides contingencies for both Buyer and Seller that must be satisfied in a timely matter in order for the transaction to close.

The Willmar City Charter requires Planning Commission to review City land transactions and specifically states as follows:

Section 4.02 Planning Commission, Subdivision 8. Acquisition, sale, transfer or termination of public lands, buildings and property.

No city street, park, public grounds or real estate, ways, streets, alleys or buildings shall be acquired, constructed, extended, sold, transferred, conveyed or vacated until the same shall have been submitted to and approved by the Commission. No city street, park, public grounds or real estate, ways, streets, alleys or buildings shall be leased for a period in excess of three (3) years until the same shall have been submitted to and approved by the Commission. If the Commission shall affirmatively disapprove the same or shall determine to attach conditions thereto, the action thereon shall be by resolution setting forth its findings with respect thereto and its specific reasons for such disapproval. In the event that the Commission shall have failed to act thereon within a period of thirty (30) days after the adoption of the motion or resolution submitting or referring it to the Commission, it shall be deemed to have been approved as submitted.

Planning Commission Decision

Planning Commission reviewed the Purchase Agreement on the following dates:

Planning Commission: March 6, 2024

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

Following the introduction of the project, concerns were raised by Willmar Municipal Utilities in the form of a memorandum regarding the impact of the development on water resources delivered at the time of presentation on the project by Kevin Marti from Willmar Municipal Utilities. Considering the concerns raised and the need for further review of the utility's memo, Chairman Marchand proposed tabling the item for future discussion. Commissioner Holwerda expressed concern about the purchase agreement preceding other processes like design and utilities review. The commission decided to table the discussion until the next meeting due to unresolved questions and the need for further review. Commissioner Dresler initiated a motion to table the discussion, which was seconded and unanimously approved.

Planning Commission: March 20, 2024

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

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 cost.

Commissioner Dresler moved to approve the sale with conditions that the City of Willmar and the developer, Cura, work with Willmar Municipal Utilities to ensure that the proposed development and the proposed stormwater project will all fit on the site without impeding future well development.

The motion was seconded by Commissioner Buzzeo. A split vote ensued (3-3), and the matter was not approved. The matter will be forwarded to the City Council for consideration at the scheduled Willmar City Council meeting Monday, April 15, 2024, at 6:30 pm located at 2200 – 23rd Street NE, Willmar Minnesota.

Notice to City Council

The City Charter includes a provision allowing the City Council to override any decision by the Planning Commission, which states as follows:

Section 4.02 Planning Commission, Subdivision 9. Over-riding power of the Council. Any resolution or other action by the Commission may be overruled by the Council by the affirmative votes of five (5) members of the Council at any time within a period of thirty (30) days from the date of the regular Council meeting next following the receipt by the City Clerk of the copy of the motion, resolution, or action of the Commission in question.

Due to the Planning Commission failing to approve the proposed Purchase Agreement by split vote, this memorandum shall provide notice of the Planning Commission decision to the City Council in lieu of a Resolution.

Issued Dates: 3/1/2024 to 3/31/2024
 Report Name: Monthly External Permits Report
 Permit Type(s): Building, Mechanical, Plumbing

City of Willmar Monthly External Permits Report

Printed: 4/2/2024
 Page: 1

Permit #	Issued Date	Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI033650	3/4/2024	1811 7th St SW 1809	95-922-6620	Siding Residential Add/Alter	Residential Reside & Replacement Windows	\$35,000.00	\$67.50
WI033728	3/1/2024	1500 9th St SE	95-671-0540 Lot 4, Block 4 Pleasant View Second Addition	Single Family Alt/Remodel	move two floor drains and a stool	\$3,000.00	\$71.00
WI033729	3/1/2024	405 Robbins Ave SW	95-280-0610 Lot 1, Block 4 Hanson's Addition To Willmar	Single Family Alt/Remodel	Bathroom remodel	\$15,816.00	\$71.00
WI033730	3/1/2024	1124 Trott Ave SE	95-100-0030 Lot 3 Bower Addition	Single Family Alt/Remodel	bathroom remodel	\$12,811.00	\$71.00
WI033737	3/4/2024	1004 1st St S	95-280-2220 Block 13 Hanson's Addition To Willmar	Commercial/Ind Replace	Replace Roof Top Unit	\$4,600.00	\$77.30
WI033739	3/1/2024	902 1st St S	95-280-3010 Block 17 Hanson's Addition To Willmar	Alteration Commercial Add/Alter	Interior Remodel, creation of new office space	\$450,000.00	\$5,676.46
WI033740	3/4/2024	1017 19th Ave SE	95-143-0450 Lot 5, Block 3 Dana Heights	Reroofing Residential Add/Alter	Residential Reroof	\$20,495.00	\$40.25
WI033741	3/1/2024	902 1st St S	95-280-3010 Block 17 Hanson's Addition To Willmar	Commercial/Ind Alt/Remodel	Two new bathroom groups in Office space	\$0.00	\$116.00
WI033743	3/1/2024	2317 Gorton Ave NW	95-380-0100 Block 1 Hummel's Addition	Siding Residential Add/Alter	Residential Reside	\$11,771.00	\$55.89
WI033744	3/1/2024	1605 Country Club Dr NE	95-466-0010 Lot 1, Block 1 Second Addition To Lakewood	Pool Residential Add/Alter	Installation of in ground pool	\$0.00	\$151.00

Issued Dates: 3/1/2024 to 3/31/2024
 Report Name: Monthly External Permits Report
 Permit Type(s): Building, Mechanical, Plumbing

City of Willmar Monthly External Permits Report

Printed: 4/2/2024
 Page: 2

Permit #	Issued Date	Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI033745	3/4/2024	714 2nd St SE	95-410-0140 Block 1 Johnson's Subd.	Reroofing Residential Add/Alter	Residential Reroof	\$8,510.00	\$4.26
WI033746	3/5/2024	916 Litchfield Ave SW	95-003-3930 Block 35 Willmar, Town Of (Original)	Alteration Commercial Add/Alter	Ax Throwing Assembly	\$47,250.00	\$23.63
WI033748	3/6/2024	1411 Becker Ave SW	95-015-0390 Block 3 Fourth Railroad Addition	Demolition Residential Add/Alter	Demo house due to fire, cap utilities	\$16,000.00	\$75.00
WI033749	3/6/2024	1224 6th St SW	95-480-0270 Block 2 Leary's Addition	Alteration Residential Add/Alter	Install wall bracing to existing foundation	\$4,000.00	\$111.06
WI033753	3/7/2024	1100 16th St SW	95-550-0110 Newberg's Subd.	Single Family Replace	Water Heater Replacement	\$2,000.00	\$26.00
WI033755	3/7/2024	203 Trott Ave SE	95-740-0590 Block 4 Spicer's Addition	Single Family Alt/Remodel	Kitchen and bathroom remodel	\$0.00	\$1.00
WI033756	3/7/2024	419 5th St SE	95-740-0050 Block 1 Spicer's Addition	Reroofing Residential Add/Alter	Residential Reroof	\$4,500.00	\$2.25
WI033757	3/11/2024	615 12th St SW	95-006-5600 Block 99 First Addition To The Town Of Willmar	Reroofing Residential Add/Alter	Residential Reroof	\$16,862.00	\$38.43
WI033758	3/12/2024	1326 Business 71 N	95-911-0400	Reroofing Residential Add/Alter	Residential Reroof	\$12,036.00	\$36.02
WI033759	3/12/2024	1020 Campbell Ave NW	95-003-0600 Block 5 Willmar, Town Of (Original)	Reroofing Residential Add/Alter	Residential Reroof	\$7,714.00	\$33.86
WI033760	3/12/2024	1224 15th St SW	95-860-0050 Lot 5, Block 1 West Park 1st Addition	Siding Residential Add/Alter	Residential Reside	\$4,000.00	\$52.00

City of Willmar Monthly External Permits Report

Permit #	Issued Date	Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI033761	3/12/2024	703 3rd St SW	95-006-4070 Block 85 First Addition To The Town Of Willmar	Siding Residential Add/Alter	Residential Reside	\$5,000.00	\$2.50
WI033762	3/14/2024	1107 Becker Ave SE	95-030-0140 Anderson's Addition To The City Of Willmar	Alteration Residential Add/Alter	New siding, new windows with enlargement,	\$39,000.00	\$495.25
WI033763	3/14/2024	919 Gorton Ave NW	95-003-0665 Block 6 Willmar, Town Of (Original)	Reroofing Commercial Add/Alter	Commercial Reroof	\$20,421.00	\$309.96
WI033764	3/14/2024	2404 8th St SW	95-682-0130 Lot 3, Block 2 Portland Acres 2nd Addition	Single Family Replace	Gas Furnace & A/C Replacement	\$7,800.00	\$56.00
WI033765	3/14/2024	412 11th St NW	95-009-1520 Lot 9, Block 136 Second Addition To Willmar	Single Family Replace	Gas Furnace & A/C Replacement	\$9,123.00	\$56.00
WI033766	3/14/2024	804 11th Ave SE	95-230-0230 Block 2 Gesch Addition	Single Family Replace	Gas Furnace Replacement	\$4,570.00	\$31.00
WI033767	3/14/2024	1303 Gorton Ave NW	95-009-0100 Block 125 Second Addition To Willmar	Two Family Residence Replace	Gas Furnace and A/C	\$10,735.00	\$56.00
WI033768	3/14/2024	316 Becker Ave SW	95-124-3110 Cardinal Square, Cic #51	Alteration Commercial Add/Alter	Interior Office Remodel	\$100,000.00	\$50.00
WI033770	3/14/2024	715 Olaf Ave NW	95-710-0340 Block 3 Seminary Addition	Reroofing Residential Add/Alter	Residential Reroof	\$7,200.00	\$33.60
WI033771	3/14/2024	921 14th Ave SW	95-690-1420 Block 7 Ramblewood Addition	Reroofing Residential Add/Alter	Residential Reroof	\$12,499.00	\$36.25

Issued Dates: 3/1/2024 to 3/31/2024
 Report Name: Monthly External Permits Report
 Permit Type(s): Building, Mechanical, Plumbing

City of Willmar Monthly External Permits Report

Printed: 4/2/2024
 Page: 4

Permit #	Issued Date	Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI033772	3/14/2024	813 15th Ave SW	95-750-0580	Reroofing Residential Add/Alter	Residential Reroof	\$12,082.00	\$36.04
			Sub-Div. N1/2 Of Ne1/4				
WI033773	3/15/2024	1212 12th St SE	95-672-0040 Lot 4, Block 1 Pleasant View	Alteration Residential Add/Alter	Bathroom remodel	\$4,000.00	\$89.25
WI033777	3/18/2024	2505 Transportation Dr NE	95-901-0300	Commercial/Ind Replace	Replace condensing unit and make-up air units	\$270,000.00	\$2,835.00
WI033778	3/18/2024	2305 24th St SW	95-715-1530 Lot 3, Block 3 Southgate Addition	Reroofing Residential Add/Alter	Residential Reroof	\$7,000.00	\$33.50
WI033779	3/19/2024	1609 16th Ave NW	95-603-0360 Lot 26, Block 2 Oslo Heights	Reroofing Residential Add/Alter	Residential Reroof	\$14,000.00	\$37.00
WI033783	3/22/2024	1037 Willmar Ave SW	95-612-0050 Lot 5, Block 1 Palm's Second Addition	Reroofing Residential Add/Alter	Residential Reroof	\$18,524.00	\$39.26
WI033788	3/27/2024	611 11th St SW	95-006-2840 Lot 12, Block 76 First Addition To The Town Of Willmar	Reroofing Residential Add/Alter	Residential Reroof	\$5,657.00	\$32.83
WI033789	3/28/2024	3101 7th Ave NW 3151	95-908-0040	Townhouse Units Replace	Furnace replacement	\$2,825.00	\$31.00
WI033790	3/28/2024	308 Country Club Dr NE	95-467-0210 Lot 1, Block 3	Single Family Replace	Gas Furnace Replacement	\$5,100.00	\$31.00
WI033791	3/28/2024	805 26th Ave SW	95-867-0590 Lot 19, Block 2	Alteration Residential Add/Alter	Drain tile system, wall demo, Earth Anchors, Vapor barrier	\$32,576.00	\$438.04
WI033792	3/28/2024	3503 Eagle Ridge Dr W	95-148-0360 Lot 3, Block 2 Eagles Landing	Reroofing Residential Add/Alter	Residential Reroof	\$26,011.00	\$43.01
WI033793	3/28/2024	405 Highland Rd SW	95-320-0020 Lot 2, Block 1 Highland Place In The City Of Willmar	Reroofing Residential Add/Alter	Residential Reroof	\$11,124.00	\$35.56

Issued Dates: 3/1/2024 to 3/31/2024
Report Name: Monthly External Permits Report
Permit Type(s): Building, Mechanical, Plumbing

City of Willmar
Monthly External Permits Report

Printed: 4/2/2024
Page: 5

Permit #	Issued Date	Site Address	Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
Count: 43				Totals:	\$1,301,612.00	\$11,608.96
Year-to-Date Summary (1/1/2024 through 3/31/2024)						
Count: 96				YTD Totals:	\$2,463,817.00	\$21,922.00



City Council Action Request

Council Meeting Date:	April 15, 2024	Agenda Item Number:	6.J.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	No	Prepared By:	
Ordinance:	No	Presented By:	
Item:	Zoning Appeals Board - Cletus Frank		

RECOMMENDED ACTION:

Mayor Reese has put forth Cletus Frank's application for the Zoning Appeals Board for Council Review

OVERVIEW:

N/A

BUDGETARY/FISCAL ISSUES:

N/A

ALTERNATIVES TO CONSIDER:

N/A

ATTACHMENTS:

1. Zoning Appeals Board - Cletus Frank

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

Print

Submitted by: Cletus Frank

Submitted On: 2024-04-09 12:49:03

Submission IP: (151.111.34.233)
proxy-IP (raw-IP)

Status: Open

Priority: Normal

Assigned To: Abby Ahrendt

Due Date: Open



APPLICATION FOR APPOINTMENT TO CITY BOARD/COMMITTEE/COMMISSION

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

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

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

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

APPLICANT INFORMATION

Date	* First Name	* Last Name
04/09/2024	Cletus	Frank
Format: MM/DD/YYYY		
* Address	* City	
1400 16th St SW	Willmar	

* Phone 3202352635	* Email clete@franklawpa.com
Phone	Email

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

City Staff reached out due to need for members on the Board of Zoning Appeals (BZA) knowing I have previously served on the Planning Commission and requested I join the BZA.

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

I have decades of experience with property law as an attorney that could be useful for the zoning variance and property issues that will come before the BZA.

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

Attorney with specialty/experience in real property law. Member of Planning Commission 2018-2023.

* List your educational background

Juris Doctorate - Cleveland State University

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

N/A

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

Frank Law Office, P.A. 401 5th St SW Willmar, MN 56201 Owner



City Council Action Request

Council Meeting Date:	April 15, 2024	Agenda Item Number:	6.K.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	No	Prepared By:	
Ordinance:	No	Presented By:	
Item:	Director Reports		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Parks & Recreation Directors Report
2. Planning and Development
3. PUBLIC WORKS DIRECTOR REPORT April 2024
4. Police Department Monthly Stats
5. Finance Report - April 2024
6. City Operations Director



Council Report

Youth/Adult Rec

- Little Cardinal Hoopsters began on Saturday, March 9th. We have 46 kids signed up for this program. Some of the high school basketball players, along with our rec staff, will help with the program.
- Little Athletes began on Saturday, March 9th. There are 14 kids signed up.
- Staff is working on getting all the summer programs scheduled, facilities reserved, and program information ready to go in the summer catalog.
- We finished our intramural season this month. We partnered with Culvers to give prizes for several competitions in the final weeks.
- Adult Hockey will wrap up this week. The championship is this Wednesday between Applebee's and The Oaks.
- Men's League Basketball will finish next week. The season has gone smoothly over the past month.
- Staff held open gym Volleyball nights during the break between seasons. It was a success with anywhere between 11-24 people participating each week.
Staff started a Men's 4v4 League this spring. Four to six teams will participate.
- Our Spring Coed League starts this week. We have eight teams playing this season.
- We had an excellent turnout for Softball Open Gyms. Evaluations for the season are this coming weekend. (March 16th)
- Dates have been set for all our 2024 football programs. Registration is now open, and staff is working to get gear ordered.
- Received a donation from the 100-yard club for equipment needs.
- We opened applications for summer rec staff on March 1st, so we will begin interviewing and hiring summer 2024 staff as those come in.

DOAC

- Planning staff training and events for our 2024 season
- Developing ideas for our 20th year anniversary celebration
- Application for Inside staff, and lifeguard opened on March 1st as well so watch for those applications to come through to interview and hire more staff.
- Working with PW on the pool storage shed- size and location.
- Pool will open in early June.

Community Center:

- Chocolate tasting party was a success for Valentine's Day.
- The theatre camp show went great!
- Daddy Daughter event tickets are nearly sold out for the April event.
- Spin For Luck contest going on now through the 15th. It has been great fun for visitors.
- Summer planning is coming along well.
- Cutting board class was a great hit. Plans to offer spring/summer classes.
- March puzzle contest hosted over 20 teams! We will plan to have these contests again next winter.
- We have been having good foot traffic at the Kids Connection at Mall on Tuesdays. We will be there through the end of March.

Facilities/Miscellaneous:

- Ice is wrapping up on the Cardinal Arena. We will remove the ice on Monday, March 18th. Blue Line Area will stay on.
- Scheduling HS Softball/Baseball practices and games. Meeting with AD and Coaches about field availability.
- Scheduling fields for Summer Rec Programs
- Meeting with upcoming events happening in April and May:
 - Hairball Concert
 - Arnolds Planting Show
 - Spring Show
 - Wrestling Event
 - MN DOT Employee Meeting
 - Life Connections
 - Eco Fair
- Working on lease agreements, staff schedules and financial reports for future events.
- Continue to work through the process with the DNR on the trail head project.
- Parks and Recreation Board will be presented a couple of different options for playground equipment.
- Discussing with the board about rental Kayaks rentals for Robbins Island.
- Working with PW on a 3-5-year maintenance plan for the Destination Playground
- Would like to implement a donate a bench/ tree program.
- Discussion with Bolten and Menk about the Civic Center Parking Lot.
- Developed a new league/scheduling website. This will have information about all our programs listed on the website to help make registration easier.
- Public Works staff put the red chair rail up at Elise Klemmetson Field. It looks great.
- Sperry Pickleball Courts will be resurfaced in late July.
- MTI Distribution will conduct a field day for staff- MTI will demonstrate mowers, fertilizers, and top dresser to ensure we are getting what we need.



333 6th Street Southwest | Willmar MN 56201 | 320.235.4913

April 2024 – Director’s Report

Staff

Willmar Main Street Coordinator, Riley Kennedy, is hosting a “*Business Owner and Community Member*” meeting on April 24, 2024, at Spurs Grill & Bar (313 4th St SW, Willmar, MN 56201) the meeting will start at 5:30pm. This meeting is open to the public. (*Flyer Attached*)

Boards + Commission

The Department of Planning and Development is accepting applications for our boards and commission:

- Board of Zoning Appeals (BZA)
- Willmar Main Street Board
- Planning Commission

The BZA has the authority to grant adjustments to, and exceptions to, any of the provisions of the "Willmar Zoning Ordinance". Adjustments are made when enforcement of the ordinance would present unnecessary hardships or permit the extension of a district where the boundary line is divided a lot into one ownership at the time of the ordinance's passage.

Candidates should meet one or more of the following criteria:

- a knowledge of or interest in zoning ordinances, requirements, or implementation.
- a desire to work with property and business owners to meet their needs while also ensuring safety and conformity for the public.
- a general desire for civic service.
- an interest in why a city is zoned/formed.

Board & Commission members are volunteers appointed by the City Council following an application process. Members typically serve three-year terms and hold no other office or position in the city government. Applications will be reviewed continuously and remain open until the BZA vacancies are filled. To apply for this board, fill out the application [online](#) or in person at the City of Willmar Office located in the lobby at 333 6th St SW, Willmar, MN 56201

Permitting

March 2024

- 43 permits were issued
- Total Valuation: \$1,301,612.00
- Total Permit Fee: \$11,608.96



Willmar Main Street

Contact

 rkennedy@willmarmn.gov

 320-894-8389

**Business Owner
and
Community Member
Meeting**

Time and Location

 Wednesday April 24, 5:30-7:30

 Spurs Bar & Grill

5pm we will have snacks and time to chat about Downtown Willmar.



Meeting Goals

Introduce downtown business owners and community members to projects a goals of Willmar Main Street for 2024.

Speakers



Christopher Corbett



Pablo Obregon

Meeting Info

→ Introduction

- Get to know WMS, board members, and some City Staff.

→ News and Happenings

- Downtown Development
- Projects
- Events
- Boards and Committees

→ Voting

- Vote on an upcoming project!

PUBLIC WORKS DIRECTOR REPORT – APRIL 2024

Street Projects

Most of the 2024 Street project bids have been collected and prices have been very favorable. The staff is hoping that site work will begin towards the end of the month. It will be another busy construction season in Willmar.

I am very happy to announce that the city has been awarded Local Road Improvement Grant dollars for our Business 71 street improvement project scheduled to take place in 2026. Up to \$1,500,000.00 in grant money is identified for our project! City staff worked closely with the staff from Bolton & Menk to put together a very strong grant application. Along with the required paperwork, we gathered many support letters from businesses, property owners, school leaders, and elected officials. Included with this report is a copy of the award letter we received from the MN Department of Transportation.

Wastewater Updates from Superintendent Jason Lindahl

- Daily duties for plant operations.
- Daily sampling and testing for BODs, TSS, Ammonia, Phosphorus, and pH as required by our NPDES permit.
- The WWTP and its staff were presented a Certificate of Commendation from the MPCA for exceptional compliance during the 2023 review period.
- WW staff crowned Champions of the Food Shelf Collection Challenge.
- Submitted the monthly EDMR to the MPCA.
- JOTS billing and Hauled-in waste billings.
- Eagle Lake 7,8,9 project is moving forward.
- Preparing for the upcoming Biosolids hauling season.
- Replaced the municipal clarifier baffles.
- Preparing for the upcoming UV disinfection season.
- Monthly generator runs at multiple lift stations and the plant.
- Received our new NPDES/SDS wastewater permit (issued April 1, 2024, and expires March 31, 2029).
- Sara obtained her Class B WW operator license.
- Submitted order for rain barrels.
- Submitted annual Salty Discharge Reduction Plan Progress report to MPCA.
- Attended Central MN Water Education Alliance meeting.
- Shared public education messages on wastewater and stormwater topics.

As mentioned earlier, the WW staff was presented with a Certificate of Commendation from the MN Pollution Control Agency for their exceptional compliance with their National Pollutant Discharge Elimination System wastewater permit. The staff is highly skilled and does a tremendous job.

Public Works Updates from Superintendent Kyle Radunz

- Continued removing trees for various reasons- "Diseased, Dead, Prep for street projects, Anticipation of Emerald Ash Borer, etc."
- Continue to trim trees in several areas of town.

- Street Sweeping- The warmer temps allowed us to start sweeping earlier this year to pick up the sand and road debris before it enters our stormwater system with spring rain.
- Care for Parks- PW operators removed branches and garbage from all 39 parks “This now a continued weekly effort for spring, summer and fall,”
- Baseball Fields- Started hanging the batting cages, installed pads on dugouts, replaced fence cap, installed batter’s eye screens, etc. “Spring start-up”
- Installed drink rails at Elsie Klemmetson field.
- Brady, Joe, and Jim attended a class on irrigation troubleshooting and repairs at MTI.
- Cleaned Sperry Pickle Ball Courts and hung the nets.
- Cleaned Miller Tennis Courts and hung the nets.
- Removed the hockey boards from Garfield and put way in storage.
- Started spring routine sewer jetting.
- Continue to burn brush and log piles at the Brush site as needed.
- Started maintenance and repairs on numerous gravel roads.
- Plowed snow and treated the roadways March 22nd - March 27th as needed. This also includes sidewalks and paths that we are responsible for maintaining.
- Completed a snow removal emergency on March 27th in the CBD. Removed snow piles from the downtown area as well on the following days. While piles were being hauled, trucks were sent around the entire city to plow areas where vehicles were parked.

Staff members have been trained in using GIS software to perform our MS4 inspections and have begun the process of collecting that information for our MS4 stormwater permit. Using a tablet, this technology will allow staff to complete the inspection form, take pictures, and map the points all from the same digital platform. This will save us a tremendous amount of time when it comes to data entry. The information will be uploaded digitally instead of having to transcribe hundreds of paper copies into a digital format.

City Hall/Auditorium

General maintenance and cleaning are being performed daily. HVAC, door, and plumbing work have all taken place recently to correct some minor problems.

As always, thank you for the opportunity to be part of the exceptional team here with the City of Willmar.

Respectfully

Justin DeLeeuw – Public Works Director

April 1, 2024

Justin DeLeeuw
City of Willmar
333 6th St SW
Willmar, MN 56201

Re: 2023 Local Road Improvement Program Project Selection

Dear Justin DeLeeuw,

Thank you for your application submittal under the 2023 Local Road Improvement Program (LRIP) solicitation. The US Business 71 project in City of Willmar was selected for Local Road Improvement Program funds appropriated by the legislature in 2023. We have identified up to \$1,500,000.00 in LRIP funds for this project.

Enclosed is a State Fund Grantee User Guide that provides a summary of the process for developing and delivering a state grant bond or general funded project. Your first step will be to request a State Aid Project (SAP) number for this project if you don't already have one (or SP number if you also have federal funding). Please work with your district state aid engineer (DSAE) on next steps and throughout the project development process. Please email the SAP/SP number to me immediately after it is issued.

Following are a few other important notes:

- Items that are eligible for LRIP funds include reasonable elements associated with roadway construction, including basic landscaping and turf establishment. Landscaping planters, benches, bike racks, decorative fences, ornamental lighting, and other aesthetic treatments above the standard are generally not eligible. Other items that are not eligible include engineering, construction administration and inspection, right of way acquisition, and water main, sanitary sewer, or private utility work. Additionally, work on trunk highways or on trunk highway right of way is not eligible.
- Your agency will be required to execute an LRIP grant agreement prior to construction, which includes certification of right of way ownership by the agency and a resolution agreeing to finance any costs in excess of the grant amount before the grant can be authorized for reimbursement.
- The plan and engineer's estimate need to be developed with a separate a column that identifies LRIP participating items only. If more than one agency will ultimately own bond or general funded improvements, there will need to be separate LRIP participating columns on the engineer's estimate for each agency. Additionally, if this is the case, separate LRIP grant agreements will be required with each agency that will ultimately own bond or general funded improvements.
- Design standards:
 - Work on State Aid routes are subject to State Aid standards
 - Work on non-state aid routes will need to adhere to design standards as identified in [MnDOT State Aid Rules](#), the American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets, or other design standards as identified by the DSAE. Please consult with your DSAE to determine the appropriate design standards for your project.
- The DSAE will need to review, approve, and sign plans prior to advertising the construction contract.

- After DSAE plan approval, you will need a funding letter from the State Aid Programs office before advertising the construction contract. The LRIP amount in the funding letter will be based on a review of eligible items in the engineer's estimate.
- The State Aid Programs office will provide additional instructions for assembling and executing the LRIP grant agreement as part of the delivery of the funding letter.
- The final LRIP amount as included in one or more LRIP grant agreements will be based on the low bid documents. The LRIP grant amount is typically capped.
- The LRIP grant agreement should be fully executed before construction begins.

If you have questions, please contact me, Rashmi Brewer at rashmi.brewer@state.mn.us. I will be your primary contact for this LRIP grant selection.

Sincerely,

A handwritten signature in blue ink that reads "Rashmi Brewer".

Rashmi Brewer, P.E.
State Aid State Programs Engineer

copy: Todd Broadwell, District 8 State Aid Engineer
enclosure: State Fund Grantee User Guide

CERTIFICATE OF COMMENDATION

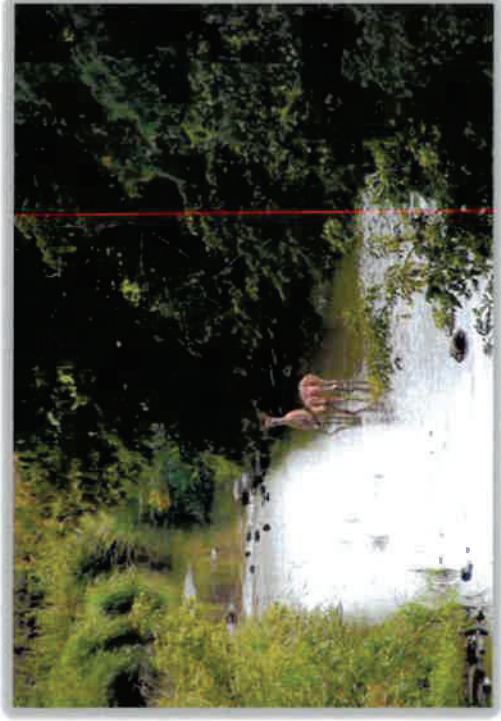
This Wastewater Treatment Facility Operational Award is presented to
Willmar WWTP
and its staff

in recognition of exceptional compliance with its Minnesota Pollution Control Agency
NPDES/SDS wastewater permit during the 2023 review period.

Your dedication to protecting Minnesota's waters is duly
recognized and appreciated by the state of Minnesota.

Katrina Kessler

Katrina Kessler, MPCA Commissioner



Willmar Police Department

Monthly Calls for Service Statistics

Title	March 2023	March 2024
911 Hang Up	7	12
Abandoned Vehicles	111	152
Agency Assist	36	31
Alarm	22	30
Alcohol Offense	4	5
Animal	37	36
Assault	9	13
Burglary	3	5
Child Custody Dispute	8	6
Crash	86	47
Criminal Damage To Property	13	15
Disorderly	27	17
Domestic	26	34
Drugs	14	9
Family Service	92	67
Fight	3	6
Fraud	17	16
Gun Permits	9	16
Harassment	15	25
Information	13	10
K-9 Assist	1	0
Lost And Found	25	37
Mental Issues	10	80
Missing Person	4	31
Motorists Assist	16	12
Neighborhood Disturbance	18	13
Public Assist	140	169
School Related Incidents	14	20
Sex Crimes	3	4
Sudden Death/Bodies Found	6	0
Suicidal Person	6	5
Suspicious	58	68
Theft	39	38
Traffic Complaint	30	40
Traffic Stop	272	171
Trespass	18	10
Warrant Service	17	22

Current Month CFS:

1364

YTD Calls for Service:

3923

2023 Month CFS:

1319

(Some minimal CFS
categories not shown)



April 2024

Enterprise ERP Upgrade (Financial Software)

Departments have been using the system for months now. As expected, there will be processes that need to be refined, and we work to get things running smoothly.

Lately, we have been working on getting the requisition to purchase order process automated. Finance with a large help from the IT department have worked with departments to get their necessary Purchase order information.

We have some training expected to begin in May for Audited Comprehensive Financial Reporting (ACFR).

Year End

Staff met with our auditor, Westberg Eischens, to begin the 2023 audit. We have started the process of gathering data for the upcoming field work set to begin in May.

2024 Bond

As bids come in and budgets for street improvement projects are approved, we can get our bond figures finalized. We will request a public hearing on the bond sale at the 4/15/24 meeting for a 5/6/24 hearing. As of now, the bond sale is slated to take place on June 3, 2024.

Staffing

Staff held interviews again for the open accounting clerk position that has been open. We extended an offer to our new employee with a start date of April 24, 2024. Finance is excited to have our staffing levels back as they have all chipped in to make sure we get our work done in a timely manner.

Respectfully submitted,

Tom Odens



333 6th Street Southwest | Willmar MN 56201 | 320.235.4913

Director's Report to the City Council, April 15, 2024:

RE: Connect Willmar Initiative

Dear Mayor Reese and Members of the City Council,

I am pleased to report that we have continued to make progress on the proposed open-access fiber network project since the last update provided to the Council in January 2024.

Over the past few months, our team has been working on creating a comprehensive plan for Community Outreach. Funding for this outreach was set not to exceed \$20,000. This funding has gone directly to creating outreach materials, email content/ additional content for businesses, an updated FAQ, gathering letters of support, and holding meetings with community stakeholders.

A crucial piece of information we continue to work towards is proforma for the City Council to review. Hometown Fiber has consulted with a member of the Harvard Business School to assist them with final numbers for the City and its consultants to review and provide its findings to the City Council. City staff and Baker Tilly had an opportunity to review the proforma on Tuesday, April 9. Several follow-up questions were sent back to Hometown for review and clarification. We expect a full review by Hometown, Baker Tilly, and City staff to be completed within two weeks.

Phase 1 of the engineering is primarily complete. Hometown Fiber has been diligently working with Bolton and Menk on this design. Hometown Fiber has sent an initial proposal to the city for a Network Operational Center (NOC) at the old wastewater treatment facility. This would house the network's main operations. Staff are waiting for a full proposal to be sent and verify that a proposed NOC would not interfere with any other current or planned operations.

I want to emphasize the collaborative nature of this project, where every piece of information brought to you is a result of our collective effort and due diligence. When the City Council is asked to take action on the proposed project, it will be an informed decision, reflecting the shared commitment to our goal of providing fast, reliable, and affordable internet to all Willmar residents and businesses.

Sincerely,

Kyle Box
City Operations Director



City Council Action Request

Council Meeting Date:	April 15, 2024	Agenda Item Number:	10.A.
Agenda Section:	Public Hearing:	Originating Department:	Planning and Development
Resolution:	No	Prepared By:	Christopher Corbett, Planning and Development Director
Ordinance:	Yes	Presented By:	Leslie Valiant, City Administrator
Item:	Consideration to Approve an Ordinance Authorizing the sale 5.54 acres of Parcel 95-921-5690 to Cura		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Summary publication of CURA land sale ordinance 022024
2. Ordinance authorizing sale to CURA 021424 (1)
3. Willmar-Cura Senior Living - purchase agreement for cc approval) (1)

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 5.54 acres the Swansson Field parcel west of the CentraCare Care Center 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.

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 5.54 acres located within Parcel No. 95-921-5690, 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:

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)

That part of the Northwest Quarter of the Northeast Quarter of Section 21, Township 119 North, Range 35 West of the Fifth Principal Meridian, Kandiyohi County, Minnesota, described as follows:

- Commencing at the northwest corner of said Northeast Quarter;
- thence on an assumed bearing of South 89 degrees 36 minutes 24 seconds East, along the north line of said Northeast Quarter a distance of 430.00 feet to the east line of the west 430 feet of said Northeast Quarter, as measured perpendicular to the west line of said Northeast Quarter, which is the point of beginning of the land to be described;
- thence on a bearing of South 0 degrees 30 minutes 58 seconds West, along said east line of the west 430 feet of the Northeast Quarter, a distance of 252.36 feet
- thence on a bearing of South 60 degrees 00 minutes 00 seconds East a distance of 80.88 feet;
- thence southeasterly a distance of 104.46 feet, along a tangential curve, concave to the southwest, which has a radius of 213.00 feet and a central angle of 28 degrees 06 minutes 00 seconds;
- thence on a bearing of South 31 degrees 54 minutes 00 seconds East, tangent to last said curve, a distance of 128.95 feet;
- thence southeasterly a distance of 143.99 feet, along a tangential curve, concave to the northeast, which has a radius of 142.00 feet and a central angle of 58 degrees 06 minutes 00 seconds;
- thence on a bearing of North 90 degrees 00 minutes 00 seconds East, tangent to last said curve, a distance of 57.16 feet;
- thence northeasterly a distance of 100.47 feet, along a non-tangential curve, concave to the southeast, which has a radius of 133.00 feet, a central angle of 43 degrees 16 minutes 50 seconds, a chord bearing of North 38 degrees 14 minutes 01 seconds East and a chord distance of 98.10 feet;
- thence on a bearing of North 59 degrees 52 minutes 26 seconds East, tangent to last said curve, a distance of 119.67 feet;
- thence northeasterly a distance of 164.83 feet, along a tangential curve, concave to the northwest, which has a radius of 232.00 feet and a central angle of 40 degrees 42 minutes 23 seconds;
- thence on a bearing of North 19 degrees 10 minutes 04 seconds East, tangent to last said curve, a distance of 96.16 feet;
- thence on a bearing of North 0 degrees 13 minutes 36 seconds East a distance of 183.98 feet, to the north line of said Northeast Quarter;
- thence on a bearing of North 89 degrees 36 minutes 24 seconds West, along the north line of said Northeast Quarter, a distance of 687.17 feet to the point of beginning.

COMMERCIAL PROPERTY PURCHASE AGREEMENT

This Commercial Property Purchase Agreement (this “Agreement”) is made this _____ day of _____, 2024 (“Effective Date”), by and between CURA, a non-profit corporation organized under the laws of the State of Minnesota, hereinafter referred to as “Buyer”, and the City of Willmar, a municipal corporation under the laws of Minnesota, hereinafter referred to as “Seller.”

RECITALS

1. Seller is the owner of certain real estate located in the City of Willmar, Kandiyohi County, Minnesota, (PID 95-921-5690) (the “Land”), together with all improvements thereon. Seller intends to subdivide the Land, such that a parcel approximately 5.54 acres in size as legally described on the attached Exhibit A and depicted on the attached Exhibit B (the “Property”) is created.
2. Buyer desires to acquire from Seller the entirety of the Property by voluntary sale for purposes of developing the Property by constructing and operating thereon a senior rental housing and assisted living facility (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 One Hundred and Fifty Thousand and 00/100 Dollars (\$150,000.00) for the approximately 5.54 acres comprising the Property (“Purchase Price”), payable as follows:
 - a. Five Thousand Dollars (\$5,000.00) as earnest money (“Earnest Money”) will be delivered to [INSERT name of Title Company and contact at company] (the “Title Company”) within five (5) business days after the Effective Date. All Earnest Money shall be held by the Title Company and shall be returned to Buyer if Buyer terminates this Agreement at Buyer’s election as permitted herein, or be credited against the Purchase Price at Closing; and

- b. The balance, in immediately available funds, is to be paid on the Closing Date, subject to any adjustments, prorations, or credits under this Agreement.
 - c. The Parties agree that the Purchase Price may be adjusted at the Closing to account for the subdivision of the Property following the Subdivision protocols as set forth in Section 8(a)(vi) of this Agreement.
- 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. 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 valid for a period of three (3) years from and after the Closing Date for an amount equivalent to the Purchase Price. Seller’s option shall only vest upon Buyer’s failure to commence construction of a senior rental housing and assisted living facility on the Property within two (2) years 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 successor and assigns shall retain, for the use and benefit of the public, certain permanent easements on the Property to be depicted on the final plat to be recorded prior to Closing pursuant to Section 8.a.vi below and/or reserved on the Seller’s quit claim deed, as follows:
 - i. A permanent easement, 70 feet in width, for utility, road right-of-way, drainage and trail purposes, over, under and across that portion of the eastern portion of the Property on which an existing public trail is situated;

- ii. A permanent easement, 25 feet by 25 feet, for utility purposes, over, under and across that portion of the Property on which an existing monitoring well is located, and the right of ingress and egress thereto;
- iii. A permanent easement, 25 feet in width, for utility and drainage purposes, over, under and across the ten feet in width along the entire perimeter of the Property; and
- iv. 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, 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.
- ii. 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.
- iii. 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.
- iv. 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.

5. 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 in the same condition as the same existed on the Effective Date.

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

- a. Quit Claim Deed. A duly executed quit claim deed, conveying the entirety of Seller's interest in the Property, subject to Seller's reserved interests and the restrictions and covenants as listed in Section 4 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. Subdivision. Evidence that the Property has been legally subdivided in accordance with the Subdivision Ordinance of the City of Willmar.
 - g. 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 and the Title Company has unconditionally agreed to issue the Title Policy.
 - 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. No Material Event (as herein defined) shall have occurred. For purposes hereof, the term “Material Event” shall mean and include any of the following that has occurred after the expiration of the Inspection/Due Diligence Period: (w) any material change in the condition of such Property including, without limitation, the environmental condition thereof, (x) any amendment to, or enactment of any new, law, rule, regulation or ordinance, or issuance of any judicial or other legal imposition that would materially affect the zoning, use, occupancy or operation of such Property or Buyer’s proposed development thereof, (y) the institution or issuance by any applicable governmental authority having jurisdiction of notice of any pending or proposed moratorium with respect to the Property or any portion thereof that would materially affect Buyer’s proposed development or use of the Property, and (z) the issuance by any applicable governmental authority having jurisdiction of any notice of any violation of law, or institution of any litigation, suit or proceeding against the Property, any part thereof, or Seller which materially affects Buyer’s proposed development or use of the Property.
- vi. The Property will have been subdivided from the Land, it being agreed by the parties that a sale of the Property will require the Seller to subdivide the Property from the existing parcels of Land and to effect the issuance of a separate tax parcel for the Property. The legal description for the Property to be sold and acquired under this Agreement shall be established by the subdivision of the Land accomplished by Seller. If so requested by either party, this Agreement shall be amended to reflect the correct and complete updated legal description of the Property. Seller shall provide copies of any survey, preliminary plat, and final plat or similar documents required to effect the subdivision of the Property to Buyer as they are produced.
- vii. Seller shall have granted any easements over lands owned by Seller that may be required, if any, for legal access to utility services extending public water, sanitary and storm sewer services to the Property as provided in Section 15 hereof.

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 Section 2.12, subdivision 1(G) of the City's Home Rule Charter.
 - iii. Buyer shall have performed all of its obligations required to be performed by Buyer under this Agreement as and when required under this Agreement.
 - 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 Section 15 of this Agreement.

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 and any endorsements. Seller shall pay any costs to perfect its own title and/or to release encumbrances other than Permitted Exceptions (defined below) the Property. Seller and Buyer will each pay one-half (1/2) 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.
- b. Deed Tax. Seller 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. Buyer will pay the cost of recording Seller's quit claim deed and Well Certificate, if any. Seller shall pay the cost of recording any documents necessary to perfect its own title or which release encumbrances other than Permitted Exceptions.
- e. Professional Consultants' Fees. Buyer shall be responsible for payment of all real estate commissions, legal fees and/or other professional or administrative fees and expenses incurred by itself in connection with the sale and conveyance of the Property to Buyer. However, Seller shall be responsible for paying any commissions due to any real estate brokers or agents engaged by Seller and shall indemnify, defend and hold the Buyer hereunder from any claim related thereto. Buyer shall be responsible for the payment to any professionals required to be retained to effect the subdivision of the Property.
- f. 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.

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 4 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. Seller 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 in effect at the conclusion of the Inspection/Due Diligence Period described in Section 13 and not identified by Buyer as objectionable information during such Inspection/Due Diligence Period;
 - (2) Permanent easements as described Section 4 above and/or depicted on the final plat to be recorded prior to Closing pursuant to Section 8.a.vi above.
 - (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 one hundred twenty (120) 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.
- 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. Buyer shall be responsible for the management and associated costs for extending utility lines as required to connect to existing City utility infrastructure to serve the Property;
- b. Buyer shall be responsible at Buyer's sole cost and expense for relocating any drainage and other utility infrastructure existing on the Property, including but not limited to Buyer's existing stormwater main which exists on and crosses the Property from the northeast to the southwest, 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
Tel. No. (320) 235-4913
E-mail: lvaliant@willmarmn.gov

If to Buyer: CURA
Attn: Tom A. Opatz

E-mail: _____

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.

BUYER:

SELLER:

CURA

CITY OF WILLMAR

By: _____
Tom A. Opatz, Its President/CEO

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)

That part of the Northwest Quarter of the Northeast Quarter of Section 21, Township 119 North, Range 35 West of the Fifth Principal Meridian, Kandiyohi County, Minnesota, described as follows:

- Commencing at the northwest corner of said Northeast Quarter;
- thence on an assumed bearing of South 89 degrees 36 minutes 24 seconds East, along the north line of said Northeast Quarter a distance of 430.00 feet to the east line of the west 430 feet of said Northeast Quarter, as measured perpendicular to the west line of said Northeast Quarter, which is the point of beginning of the land to be described;
- thence on a bearing of South 0 degrees 30 minutes 58 seconds West, along said east line of the west 430 feet of the Northeast Quarter, a distance of 252.36 feet
- thence on a bearing of South 60 degrees 00 minutes 00 seconds East a distance of 80.88 feet;
- thence southeasterly a distance of 104.46 feet, along a tangential curve, concave to the southwest, which has a radius of 213.00 feet and a central angle of 28 degrees 06 minutes 00 seconds;
- thence on a bearing of South 31 degrees 54 minutes 00 seconds East, tangent to last said curve, a distance of 128.95 feet;
- thence southeasterly a distance of 143.99 feet, along a tangential curve, concave to the northeast, which has a radius of 142.00 feet and a central angle of 58 degrees 06 minutes 00 seconds;
- thence on a bearing of North 90 degrees 00 minutes 00 seconds East, tangent to last said curve, a distance of 57.16 feet;
- thence northeasterly a distance of 100.47 feet, along a non-tangential curve, concave to the southeast, which has a radius of 133.00 feet, a central angle of 43 degrees 16 minutes 50 seconds, a chord bearing of North 38 degrees 14 minutes 01 seconds East and a chord distance of 98.10 feet;
- thence on a bearing of North 59 degrees 52 minutes 26 seconds East, tangent to last said curve, a distance of 119.67 feet;
- thence northeasterly a distance of 164.83 feet, along a tangential curve, concave to the northwest, which has a radius of 232.00 feet and a central angle of 40 degrees 42 minutes 23 seconds;
- thence on a bearing of North 19 degrees 10 minutes 04 seconds East, tangent to last said curve, a distance of 96.16 feet;
- thence on a bearing of North 0 degrees 13 minutes 36 seconds East a distance of 183.98 feet, to the north line of said Northeast Quarter;
- thence on a bearing of North 89 degrees 36 minutes 24 seconds West, along the north line of said Northeast Quarter, a distance of 687.17 feet to the point of beginning.



City Council Action Request

Council Meeting Date:	April 15, 2024	Agenda Item Number:	11.A.
Agenda Section:	Regular Business	Originating Department:	Recreation
Resolution:	Yes	Prepared By:	Rob Baumgarn, Recreation Director
Ordinance:	No	Presented By:	Rob Baumgarn, Recreation Director
Item:	Consideration resolution to purchase playground equipment from Landscape Structures for \$81,896.77 for Valleyside Park		

RECOMMENDED ACTION:

Approve the resolution to purchase playground equipment for Valleyside Park from Landscape Structures for \$81,896.77.

OVERVIEW:

The staff conducted a comparison among several playground vendors. After reviewing the comparisons, staff recommends purchasing equipment from Landscape Structures for Valleyside Park. Landscape Structure is part of the State Cooperative Purchasing Contract #218091. The Parks and Recreation Board has reviewed the equipment and the park's location. It is their recommendation to the council to approve the purchase of the equipment from Landscape Structures.

BUDGETARY/FISCAL ISSUES:

Funding will come from the 2024 capital improvement plan. There is \$175,000 allocated in the 2024 capital improvement plan for playground equipment. The playground equipment cost is \$62,973.42. Installation cost is \$18,923.35. Grand Total is \$81,896.77

ALTERNATIVES TO CONSIDER:

Deny the proposal as presented.

ATTACHMENTS:

1. Resolution for Landscape Structures Valleyside Park
2. Landsape Structures Quote
3. Valleyside Park Overview

RESOLUTION NO. ____

**RESOLUTION APPROVING THE PURCHASE OF PLAYGROUND EQUIPMENT FROM LANDSCAPE
STRUCTURES FOR \$81,896.77 FOR VALLEYSIDE PARK**

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar to approve the purchase of playground equipment from Landscape Structures for \$81,896.77 for Valleyside Park.

Dated this 15th day of April 2024

Douglas E. Reese, Mayor

Attest:

CITY CLERK



landscape
structures

Willmar - Option 4 - West

1183617-01-01-01 • 03.04.2024



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Willmar Parks & Rec Office
2707 Arena Drive
Willmar, MN 56201
Rob Baumgarn, Director

PRELIMINARY BUDGET - THIS IS AN ESTIMATE & NOT A FORMAL QUOTE

	Preliminary Budget	Possible Additions	Possible Reductions	QTY	Notes
Play Equipment					
Willmar City Park-Option 4: Playground for 2-5 Yrs & 5-12 Yrs	66,993.00				2024 State Contract Price of Equipment
State Contract #218091	(4,019.58)			6%	(6% discount under \$80,000 & 8% discount \$80,000 & above)
Sales Tax - if applicable	0.00				ST3 Certificate of Exemption must be provided by owner.
Delivery of Play equipment	700.00				At Cost - No Markups per State of MN Contract
Mobilization	750.00				Transport of Construction Equip to Jobsite
Dumpster(s) - 30 Yard	750.00				Disposal of packaging material
Per Diem (Lodging & Meals)	1,850.00				Lodging At Cost - No Markups per State of MN Contract / Meals Daily Rate per State Guidelines
Site work					
Excavation (new container)	0.00			0	By Owner
Demo of Existing Equipment & Excavation (existing container)	0.00			0	By Owner
Border Options					
Concrete Border Straight (LF)	0.00			0	By Owner
Equipment Installation (Labor & Concrete for Footings)	14,873.35				Full professional installation by Landscape Structures Certified Installers. Standard labor rate unless otherwise noted
Concrete Flatwork					
Concrete Flatwork (Sq. Ft.)	0.00			0	By Owner (As Needed)
Subgrade Prep & Engineered Wood Fiber Surfacing (EWF)					By Owner
Site Restoration (Sq.Ft.)	0.00			0	Top soil, seed, straw blanket by Owner
	Budget Total	Total Additions	Total Reductions		Total w/ Additions & Reductions
	81,896.77	0.00	0.00		81,896.77

State Contract #218091



PROJECT INFORMATION

Project name	Willmar Parks - Option 4
Address	2707 Arena Drive
City, State ZIP	Willmar, MN 56201
Contract Year	2024

EQUIPMENT INFORMATION & PRICING

<u>Qty</u>	<u>Item No.</u>	<u>Description</u>	<u>Price</u>	<u>Ext Price</u>
		PlayBooster 5-12 Yrs		
1	219509A	GeoPlex Climber 48"Dk	\$1,250.00	\$1,250.00
1	176080A	Logo Climber 64"Dk DB	\$1,923.00	\$1,923.00
1	272368A	Zenith Climber w/Permalene Handholds Attached to Square Deck 72"Deck DI	\$7,686.00	\$7,686.00
2	111228A	Square Tenderdeck	\$1,341.00	\$2,682.00
2	121948A	Kick Plate 8"Rise	\$148.00	\$296.00
1	121949A	Tri-Deck Kick Plate 8"Rise	\$219.00	\$219.00
2	122197A	90° Triangular Tenderdeck	\$1,127.00	\$2,254.00
1	152911C	Curved Transfer Module Right 48"Dk DB	\$3,805.00	\$3,805.00
1	115223A	Bubble Panel Above Deck	\$1,107.00	\$1,107.00
1	116244A	Pipe Barrier Above Deck	\$816.00	\$816.00
1	119514A	Pilot Panel Above Deck	\$1,464.00	\$1,464.00
1	130565A	Table Panel DB	\$1,423.00	\$1,423.00
2	120818A	Playstructure Seat	\$500.00	\$1,000.00
2	111404W	156"Steel Post DB	\$541.00	\$1,082.00
2	111404X	164"Steel Post DB	\$561.00	\$1,122.00
2	111404D	124"Alum Post DB	\$464.00	\$928.00
1	111404C	132"Alum Post DB	\$485.00	\$485.00
1	111404B	140"Alum Post DB	\$490.00	\$490.00
1	130390A	Double Swoosh Slide 72"Dk DB	\$3,080.00	\$3,080.00
		Cost of PlayStructure Items		\$33,112.00

INDEPENDENT:

1	194663A	ZipKrooz 34' w/Aluminum Posts DB	\$15,530.00	\$15,530.00
1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury	\$0.00	\$0.00
2	174018A	Belt Seat ProGuard Chains for 8' Beam Height	\$163.00	\$326.00
1	176038A	Full Bucket Seat ProGuard Chains for 8' Beam Height	\$454.00	\$454.00
1	177332A	Single Post Swing Frame 8' Beam Height Only	\$1,663.00	\$1,663.00
1	177333A	Single Post Swing Frame Additional Bay 8' Beam Height Only	\$1,234.00	\$1,234.00
1	177351A	Molded Bucket Seat (5-12 yrs) w/Harness ProGuard Chains for 8' Beam Heig	\$1,112.00	\$1,112.00
		Cost of Independent Items		\$20,319.00
		Cost of Equipment		\$53,431.00
		Total		\$53,431.00

PlayShaper 2-5 Yrs

1	139262A	Loop Arch 40"Dk DB	\$1,729.00	\$1,729.00
1	111237A	Square Tenderdeck	\$1,020.00	\$1,020.00
1	153020B	Curved Transfer Module 40"Dk Left DB	\$3,295.00	\$3,295.00
1	111290A	Tracing Panel Above Deck	\$821.00	\$821.00
1	144984A	Storefront Panel	\$546.00	\$546.00
4	111396C	129"Post For Roof DB	\$403.00	\$1,612.00
1	179225A	Square Poly Roof Standard Logo Panels	\$1,683.00	\$1,683.00
1	123339A	Curved Slide 40"Dk DB	\$2,132.00	\$2,132.00
		Cost of PlayStructure Items		\$12,838.00

INDEPENDENT:

2	120710A	Pod Climber 8" DB	\$362.00	\$724.00
1	182503A	Welcome Sign (LSI Provided) Ages 2-5 years Direct Bury	\$0.00	\$0.00
		Cost of Independent Items		\$724.00
		Cost of Equipment		\$13,562.00
		Total		\$13,562.00
		Total Cost of ALL Play Equipment		\$66,993.00



Willmar - Option 4 - West

1183617-01-01-02 • 03.04.2024



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Willmar - Option 4 - West

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Willmar - Option 4 - West

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7 senses

Through sensory play, children discover their world and how to be successful in it. They develop behaviors based on what they touch, see, hear, taste, smell, and how they move and position their body in space. Sensory-rich playgrounds allow children to integrate and develop their senses and the more they play, the more they develop skills necessary to engage, change and impact the world around them.



Tactile

Proprioception

Vestibular

Visual

Auditory

**Motor
Planning**

**Social /
Imagination**



how can **play** engage the senses?

sliding

Sliding provides kids with a rich sensory experience that stimulates their visual, vestibular, tactile and proprioceptive systems. This sensory input helps children develop a better sense of balance and motor planning to accurately move throughout space.

landscape
structures®

spinning

Spinning is one of the core movements that engage the vestibular system. When a child spins they receive valuable equilibrium information, which connects with inputs from their muscles and joints to help them maintain their body posture and balance.

swinging

Swinging back and forth is more than it seems. This simple motion fuels the nervous system with visual, vestibular and proprioceptive information. Children learn how their body moves through space, the speed of movements they like, and the motor planning necessary to resist or increase active movement.

climbing

All children desire to climb, which stimulates the tactile, proprioception, vestibular and visual senses. Each system learns about textures, muscle activation needed to pull against gravity, and integrates with what the child sees while climbing. This allows kids to effectively relate to objects and navigate in the world.

social

When children play together, they develop in ways that they couldn't alone. Social imaginative play lets children mix previous sensory knowledge with new experiences to expand their understanding of the world. Through playful interaction, children turn make-believe ideas into real ones.

tactile

Children touch everything because it's the most dependable sensory system, and it's the first to develop. Play experiences that provide children a variety of tactile inputs are necessary to help the nervous system organize all the sensory information from around them.

Willmar Option 4 – Design & Company Background

- Designed/Certified for all Ages (Industry Standards 2-5 Yrs & 5-12 Yrs) – Thoughtful to Engage All Senses!
- Above and Below Deck Play Events (Ground Level Store & Table Panels, Climbers etc. – See Renders)
 - Maximizes Play Experience no “Blank Spaces” on the Play Structures – Efficient Design
- Challenging & Fun Net Climbers, Swings, Slides, Sensory Play, Socializing (Imagination) – Total Play Experience
- Projects Support 100% Minnesota Businesses
 - Flagship Recreation (Lake Elmo) – Woman Owned Small Business
 - Landscape Structures, Inc (Delano) - MN Based Manufacturer (Supports 500+ In-State Mfg Jobs)
 - Playground Installers – All MN Small Business – (Bemidji, Owatonna, etc.) No Temp/Out-of-State Crews
- Flagship Company – Full Time Parts, Field Service, Sales, etc – Best Service Before/During/After the Sale
- State Contract Purchasing
 - Freight Costs \$700-\$900 – NO Markups/Actual Charges (Bill of Laden Available) – Will Call Available/Parts
 - No Surcharges – No Prepay – No “Gotchas”
 - Play Equipment Invoiced 30 Days After Shipment
 - Installation, etc. Invoiced 30 Days After Completion of Work
- Landscape Structures Mfg – Supports Highest Quality, Durable, Safe – Spare Parts 2-3 Weeks/Others 2-3 Months
 - Factory Tours Available for City, School, Park Boards, etc – See Your Playground Being Made!
- All Commercial Playground Safety Inspector (CPSI) Certified / Installers are Factory Certified Annually
- FREE Spare Parts Kits (All Other Suppliers Charge for Kits)
- FREE Playground Audit After Completion (\$650 Value)/Documentation for Park & Rec Safety Programs
- [Flagship Recreation Portfolio](#) of Completed Projects/References Available
 - *Request to See Flagship Recreation Company Background Documents for Additional Information*

Valleyside Park

CITY OF WILLMAR

55-908-0090

Willmar

WORD OF FAITH FAMILY CHURCH

New equipment location

7th Ave NW



City Council Action Request

Council Meeting Date:	April 15, 2024	Agenda Item Number:	11.B.
Agenda Section:	Regular Business	Originating Department:	Recreation
Resolution:	No	Prepared By:	Rob Baumgarn, Recreation Director
Ordinance:	Yes	Presented By:	Rob Baumgarn, Recreation Director
Item:	Introduction of an Ordinance to Reallocate Local Option Sales Tax Dollars		

RECOMMENDED ACTION:

1. To approve the introduction of an ordinance authorizing the reallocation of sales tax dollars to the Events/Recreation project for a covered outdoor ice rink and call for a public hearing on May 6th, 2024, at 6:30 pm.
2. To publish by summary.

OVERVIEW:

In 2018, the citizens of Willmar passed a \$30 million local option sales tax. Projects included \$2 million for community center replacement, \$6 million for new athletic fields, \$3 million for Robbins Island Regional Park improvements, \$2 million for Swansson Regional Park improvements, \$7 million for stormwater improvements, and \$10 Million for a new recreation and event center. Several of these projects are completed, and the projects are closed out. There are leftover funds for the Recreation Field Project in the amount of \$ \$284,803.87, the Robbins Island Project for \$292,839.03, the Swansson Field Project for \$34,428.60, and the Events and Recreation Center for \$978,708.54. As part of the bill passed by the State, 10% of the total funding of a project can be reallocated to one of the other approved projects. An ordinance needs to be approved to reallocate the funds. On April 1st, the council approved the remaining funds for the Recreation Fields project, Swansson Field project, and Robbins Island project to be allocated to the covered outdoor rink project that was part of the Events and Recreation project.

BUDGETARY/FISCAL ISSUES:

The reallocation of funds includes the Recreation Field Project, which is \$284,803.87, the Robbins Island Project, which is \$292,839.03, and the Swansson Field Project, which is \$34,428.60. The total amount of reallocated funds is \$612,071.50. The Events and Recreation Center currently has a balance of \$978,708.54. When funds are reallocated, the Center will have a new balance of \$1,590,780.04.

ALTERNATIVES TO CONSIDER:

Don't approve or offer changes to the ordinance as presented.

ATTACHMENTS:

1. LOST reappropriation ordinance (v1) 041024 Update
2. Summary of LOST reappropriation ordinance (v1) 041024 Update

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF WILLMAR, MINNESOTA REALLOCATING SALES
AND USE TAX AND A MOTOR VEHICLE EXCISE TAX PROJECT FUNDS

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

Section 1. AUTHORIZATION. Pursuant to the authorization in Laws of Minnesota for 2019, First Special Session, Chapter 6, Article 6, Section 32 (the “Authorizing Legislation”), the City of Willmar imposed a local sales and use tax and a motor vehicle excise tax to provide revenues to pay the costs of collecting and administering the tax to the commissioner of revenue of the state of Minnesota and to finance the capital and administrative costs related to the funding of designated projects in specified maximum amounts for each project as defined in Laws of Minnesota for 2019, First Special Session, Chapter 6, Article 6, Section 32, as approved by the voters at the November 6, 2018 referendum, and as codified in the Willmar Code of Ordinances at Sections 5-67 through 5-73, as follows:

- (1) \$2,000,000 for a community center replacement;
- (2) \$6,000,000 for new athletic fields;
- (3) \$3,000,000 for infrastructure improvements at Robbins Island Regional Park;
- (4) \$2,000,000 for a new playground and spectator amenities at Swansson Field Regional Park;
- (5) \$7,000,000 for stormwater management infrastructure improvements, and
- (6) \$10,000,000 for a new recreation and event center.

Subdivision 3(b) of the Authorizing Legislation permitted the City to reallocate up to ten percent of the funds designated for one or more of the above-listed projects to one of the other listed projects.

Section 2. FINDINGS. The Willmar City Council finds that the City has substantially completed construction of projects 2, 3, 4, and 6, listed in Section 1 above; however, it omitted a covered outdoor natural ice rink that was originally planned to be included with the new recreation and event center complex (project 6) from that project, in order to ensure that the project did not exceed the \$10,000,000 maximum budget. Project 6 to construct a new recreation and event center complex, without the covered outdoor ice rink, has been substantially completed and a spending authority balance of \$978,708.54 remains on that project. Pursuant to the authority granted in Subdivision 3(b) of the Authorizing Legislation, the City Council finds that it is in the best interests of the public that the remaining spending authority balances on each of projects 2, 3 and 4 listed in Section 1 above, which have each been substantially completed and which remaining spending authority balances in each case total less than ten percent of the maximum project budget for these projects, be reappropriated to the new recreation and event center project (project 6) and added to the \$978,708.54 remaining spending authority balance on

that project so that the covered outdoor natural ice rink that was originally planned to be included in this project may now be completed.

Section 3. REAPPROPRIATIONS. The following remaining balances on projects 2 through 4 listed in Section 1 above, in the amounts listed, shall be transferred from such projects and reappropriated to project 6 to construct a new recreation and event center complex:

- (1) \$284,803.87 from the project to construct new athletic fields (project 2);
- (2) \$292,839.03 from the project to construct a new playground and spectator amenities at Robbins Island Project (project 3); and
- (3) \$34,428.60 from the project to construct infrastructure improvements at Swansson Field Regional Park (project 4).

Section 4. 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:

Vernae 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: _____

SUMMARY PUBLICATION OF CITY OF WILLMAR ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY OF WILLMAR, MINNESOTA REALLOCATING SALES
AND USE TAX AND A MOTOR VEHICLE EXCISE TAX PROJECT FUNDS**

Summary: Ordinance No. ____ reappropriates a total of \$612,071.50 from three designated projects funded by the proceeds of the City's local sales and use tax and a motor vehicle excise tax for (1) new athletic fields, (2) infrastructure improvements at Robbins Island Regional Park, and (3) a new playground and spectator amenities at Swansson Field Regional Park, to a fourth project funded by the proceeds of the same tax for the construction of a new recreation and event center. The purpose of this reappropriation is to allow the covered outdoor natural ice rink that was initially omitted from the new recreation and event center project to now be completed.

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 15, 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:	Justin DeLeeuw, Public Works Director
Item:	Wastewater Roof Replacement Bid Award		

RECOMMENDED ACTION:

Adopt the resolution awarding the Wastewater Plant Roof Replacement Project to West Central Roofing Contractors, Inc. in the amount of \$123,971.75.

Adopt the resolution reappropriating \$3,971.75 from the Wastewater Treatment operating budget to the CIP Wastewater Plant Roof Replacement Project.

OVERVIEW:

The Capital Improvement Plan includes the replacement of the roof at the original Wastewater plant, located at 1700 7th Street SE. Staff opened bids for the project on March 29th at 1:00 p.m, with three bids received:

All Elements, Inc.	\$148,760.00
Granite City Roofing	\$132,500.00
West Central Roofing Contractors Inc.	\$123,971.75

BUDGETARY/FISCAL ISSUES:

The 2023 CIP includes \$120,000 for the project. The remaining funds will be reappropriated from the Wastewater operating budget.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Resolution- Accept Bid Wastewater Roof
2. Resolution- Wastewater Roof Reappropriation
3. Wastewater Plant Roof Replacement Bid Tabulation

Resolution No._____

A RESOLUTION AWARDING THE WASTEWATER ROOF PROJECT TO WEST CENTRAL ROOFING CONTRACTORS, INC. IN THE AMOUNT OF \$123,971.75.

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 West Central Roofing Contractors, Inc. of Willmar, MN for the Wastewater Roof 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 bidder for the terms and consideration of the contract in the amount of \$123,971.75.

Dated this 15th day of April, 2024

Mayor

Attest:

City Clerk

Resolution No._____

**REAPPROPRIATING FUNDS FROM WASTEWATER COLLECTIONS OPERATING BUDGET TO THE
WASTEWATER ROOF REPLACEMENT PROJECT IN THE AMOUNT OF \$3,971.75**

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar, to re-appropriate \$3,971.75 from the Wastewater Collections Operating Budget to the Wastewater Roof Replacement Project.

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: Wastewater Collections Operating Budget amount. \$3,971.75

Increase: Wastewater Roof Replacement Project amount, \$3,971.75

Dated this 15th day of April, 2024

Mayor

Attest:

City Clerk

**CITY OF WILLMAR
WASTEWATER ROOF REPLACEMENT
BID TABULATION**

Bids Close: Friday, March 29, 2024, at 1:00 p.m.

<u>BIDDER</u>	<u>BID TOTAL</u>	<u>REMARKS</u>
All Elements Inc. 301 Chelsea Rd Monticello, MN 55362	\$148,760.00	Bond
Granite City Roofing PO Box 1482 St. Cloud, MN 56302	\$132,500.00	Bond
West Central Roofing Contractors, Inc. PO Box 1292 Willmar, MN 56201	\$123,971.75	Bond



City Council Action Request

Council Meeting Date:	April 15, 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. 2404-B Bid Award 19th Ave Path Improvements		

RECOMMENDED ACTION:

Adopt the resolution awarding Project No. 2404-B to Joe Riley Construction in the amount of \$868,380.24.

Adopt the resolution approving the as-bid budget for Project No. 2404-B in the amount of \$1,151,000.

Adopt the resolution approving Active Transportation Program Grant Agreement No. 1054479 with the Minnesota Department of Transportation.

OVERVIEW:

Project No. 2404-B, the 19th Avenue Path Improvements from 15th Street SW to 5th Street SE, has been identified as part of the 2024 improvements. Bids were opened for the project on March 28th, 2024 with two bids received. The low bid was from Joe Riley Construction in the amount of \$868,380.24. The Engineer's estimate for the project was \$1,190,274.50.

An agreement is required by MnDOT for the Active Transportation Program Grant awarded for the project. The agreement identifies the terms and conditions of the grant with the use of funds for an asset with public purpose. The City will submit state aid pay requests for reimbursements requested under the grant agreement and the State will make payments within 30 days of the submissions.

BUDGETARY/FISCAL ISSUES:

Funding for the project includes \$500,000 from the Active Transportation Program Grant, with the remaining to be paid from City funds.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Resolution- Accept Bid 2404-B
2. Project No. 2404-B As-Bid Budget
3. Resolution- MnDOT Active Transportation Grant Agreement
4. Project No. 2404-B Council Bid Recommendation

5. Project No. 2404-B 19th Ave Path Title Sheet
6. MnDOT Agreement No. 1054479

Resolution No._____

**A RESOLUTION AWARDING PROJECT NO. 2404-B TO JOE RILEY CONSTRUCTION IN THE AMOUNT OF
\$868,380.24.**

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 Joe Riley Construction of Morris, MN for Project No. 2404-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 \$868,380.24.

Dated this 15th day of April, 2024

Mayor

Attest:

City Clerk

RESOLUTION NO. ____
PROJECT NO. 2404-B AS-BID BUDGET
TOTAL COST \$1,151,000

*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 \$0
Community Investment/Levy \$651,000
Grant \$500,000
MUC \$0
WTP \$0
LOST \$0

TOTAL \$1,151,000

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 \$651,000
GRANT \$500,000
MSA \$0
WTP \$0
MUC \$0

TOTAL \$1,151,000

GRAND TOTAL \$1,151,000

Dated this 15th day of April, 2024

OTHER SERVICES

33* Travel-Conf.-Schools
34 Mtce. of Equipment
35 Mtce. of Structures
36* Mtce. of Other Impr. \$868,400
37 Subsistence of Persons
38 Cleaning & Waste Removal
39* Other Services \$43,400

TOTAL \$911,800

Mayor

Attest:

City Clerk

OTHER CHARGES

46* Prof. Serv. \$239,200
48 Admin OH (Transfer)

TOTAL \$239,200

GRAND TOTAL \$1,151,000

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN ACTIVE TRANSPORTATION PROGRAM
GRANT AGREEMENT WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION.**

Motion By:_____ Second By:_____

WHEREAS, the City of Willmar has applied to the Commissioner of Transportation for a grant from the Active Transportation Account; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be **\$500,000.00** by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that the City of Willmar does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.38, and will pay any additional amount by which the cost exceeds the estimate and will return to the Active Transportation Account any amount appropriated for the project but not required. The proper City officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

Dated this 15th day of April, 2024

MAYOR

Attest:

CITY CLERK



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: April 2, 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: 19th Avenue Path Improvement Project
City of Willmar, Minnesota
BMI Project No.: 0W1.130584
City Project No.: 2404-B

On March 28, 2024, we received two (2) bids for the 19th Avenue Path Improvement Project. The base bids ranged from \$868,380.24 to \$924,464.70. The Engineer's estimate for the project was \$1,190,274.50. The low bidder for the project is Joe Riley Construction of Morris, 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.

Joe Riley Construction 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 19th Avenue Path Improvement Project to Joe Riley Construction of Morris, Minnesota in the amount of \$868,380.24 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: 19th AVENUE PATH IMPROVEMENT PROJECT
WILLMAR, MN

DATE: March 28, 2024

PROJECT NO. OW1.130584 / 2404-B
SAP 175-590-001

TIME: 10:00 A.M.

QUEST PROJECT NO. 9002909

ENGINEER'S ESTIMATE: \$1,190,274.50

BIDDERS		BASE BID
1.	Joe Riley Construction Morris, MN	\$868,380.24
2.	Duininck, Inc. Prinsburg, MN	\$924,464.70

MINNESOTA DEPARTMENT OF TRANSPORTATION
CITY OF WILLMAR
KANDIYOHI COUNTY, MINNESOTA

CONSTRUCTION PLAN FOR:		GRADING, AGGREGATE BASE, BITUMINOUS PATH, CONCRETE CURB AND GUTTER, ADA IMPROVEMENTS			
AP 175-590-001 LOCATED ON	CSAH 15	FROM	15TH STREET SW	TO	5TH STREET SE (GEOGRAPHICAL DESCRIPTION)
		FROM	THE WEST CENTER OF SECTION 22, T119W, R35W	TO	THE EAST CENTER OF SECTION 23, T119N, R35W (LEGAL DESCRIPTION)

STATE PROJ. NO.	175-590-001			
MINN. PROJ. NO.				
GROSS LENGTH	6673.54	FEET	1.264	MILES
BRIDGES-LENGTH	0	FEET	0	MILES
EXCEPTIONS-LENGTH	0	FEET	0	MILES
NET LENGTH	6673.54	FEET	1.264	MILES
REF. POINT	N/A	TO REF. POINT	N/A	

DESIGN DESIGNATION - TIER NO.

ADT (Current Year)	_____ =	<u>N/A</u>	Design Speed	<u>20 MPH</u>
ADT (Future Year)	_____ =	<u>N/A</u>	Based on	<u>Stopping Sight Distance</u>
DHV (Design Hr. Vol.)	_____ =	<u>N/A</u>	Height of eye	<u>4.5 ft.</u> Height of object <u>0 ft.</u>
D (Directional Distr.)	_____ =	<u>N/A</u> %	Design Speed not achieved at:	<u>NA</u>
T (Heavy Commercial)	_____ =	<u>N/A</u> %		

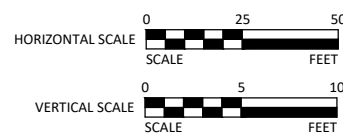
END PROJECT: SAP 175-590-001 (CSAH 15)
STA. 68+42

THIS PLAN SET CONTAINS 87 SHEETS.

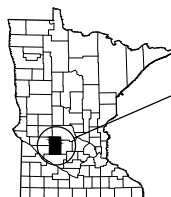
VICINITY MAP



TYPICAL PLAN SCALE
UNLESS OTHERWISE NOTED:

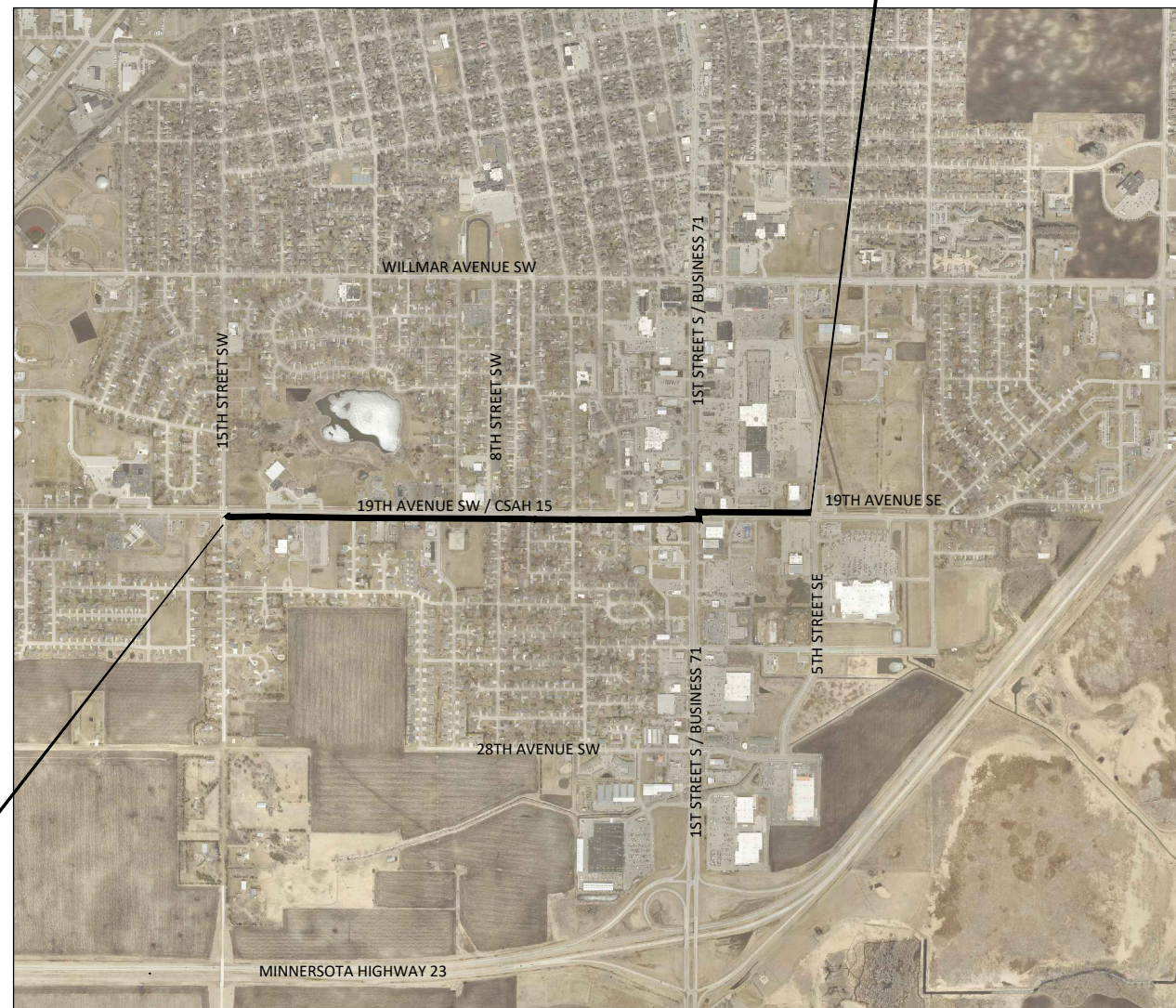


PROJECT LOCATION



CITY: WILLMAR
COUNTY: KANDIYOHI
DISTRICT: 8

BEGIN PROJECT: SAP 175-590-001 (CSAH 15)
STA.1+69



THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-22, ENTITLED "STANDARD GUIDELINES FOR INVESTIGATING AND DOCUMENTING EXISTING UTILITIES"

⊕ BM=1122.11
MNDOT 3405 C (NAVD 88)
STA. 1+80.97 - 107.48' OFFSET
NE QUADRANT OF 19TH AVE SW & 15TH ST SW

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

RECORD DRAWING
INFORMATION

SERVER:
CONTRACTOR:
DATE:

MINN. PROJ. NO. STATE FUNDS

--- GOVERNING SPECIFICATIONS ---
THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION
"STANDARD SPECIFICATION FOR CONSTRUCTION" SHALL GOVERN.

ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM AND BE INSTALLED IN ACCORDANCE WITH THE LATEST "MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MN MUTCD) AND, THE LATEST "FIELD MANUAL" FOR TEMPORARY TRAFFIC CONTROL DEVICES.

<u>SHEET NUMBER</u>	<u>SHEET TITLE</u>
1	TITLE SHEET
2	LEGEND
3	CONSTRUCTION NOTES
4	STATEMENT OF ESTIMATED QUANTITIES
5 - 9	EXISTING CONDITIONS & REMOVALS
10 - 14	TABULATIONS
15 - 16	TYPICAL SECTIONS & DETAILS
17 - 26	STANDARD PLANS
27 - 35	STORMWATER POLLUTION PREVENTION PLAN
36 - 45	19TH AVENUE PATH PLAN & PROFILE
46 - 56	PEDESTRIAN RAMP DETAILS
57 - 62	TRAFFIC CONTROL & PHASING PLAN
63 - 68	STREET SIGNAGE & STRIPING PLAN
69 - 87	CROSS SECTIONS


 JOSHUA J. HALVORSON, P.E.
 Design Engineer: I hereby certify that this plan 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.
 Date 02/16/2024 License Number 46291


 Date 02/16/2024
 Approved: City of Willmar Engineer

Todd Broadwell Digitally signed by Todd Broadwell
Date: 2024.02.28 09:31:03 -06'00'

District State Aid Engineer: _____ Date: _____
Reviewed for compliance with State Aid Rules/Policy _____

Todd Broadwell Digitally signed by Todd Broadwell
Date: 2024.02.28 09:32:08 -06'00'

Approved for State Aid Funding: State Aid Engineer

CITY OF WILLMAR, MINNESOTA

19TH AVE PATH IMPROVEMENT PROJECT S.A.P. 175-590-001

TITLE SHEET

SHEET
1
OF
87

**STATE OF MINNESOTA
ACTIVE TRANSPORTATION PROGRAM
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and ("Grantee"):

Public Entity (Grantee) name, address and contact person:

City of Willmar
333 SW 6th Street
Willmar, MN 56201

Contact: Leslie Valiant

RECITALS

1. Minnesota Statute § 174.38 authorizes the State to enter into this agreement.
2. General Funds were appropriated for the Active Transportation Program in Minnesota Laws 2021, First Special Session, Chapter 5, Article 1, Section 2, Subdivision 2(b).
3. Grantee has been awarded Active Transportation (AT) Program funds under Minn. Stat. § 174.38.
4. 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 **December 31, 2028**, 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. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.
- 1.4 **Exhibits.** Exhibit A: Sources and Uses of Funds Schedule; Exhibit B: Grant Application; Exhibit C: Grantee Resolution Approving Grant Agreement are attached and incorporated into this agreement.

2 Grantee's Duties

- 2.1 Grantee will conduct activities in accordance with its grant application, or in the case of legislatively selected projects, in accordance with the enabling session law, which is attached to this Agreement as Exhibit B.
- 2.2 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).
- 2.3 **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 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.

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 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by Grantee under this agreement as follows:

- 4.1.1 **Compensation.** Grantee will be reimbursed for actual, incurred costs that are eligible under Minn. Stat. § 174.38. Grantee shall use this grant solely to reimburse itself for expenditures it has already made to pay for the costs of one or more of the activities listed under section 2.1.
- 4.1.2 **Sources and Uses of Funds.** Grantee represents to State that the Sources and Uses of Funds Schedule attached as Exhibit A accurately shows the total cost of the project and all of the funds that are available for the completion of the project. Grantee agrees that it will pay for any costs that are ineligible for reimbursement and for any amount by which the costs exceed State's total obligation in section 4.1.3. Grantee will return to State any amount appropriated but not required.
- 4.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$500,000.00**

4.2 Payment

- 4.2.1 **Invoices.** Grantee will submit state aid pay requests for reimbursements requested under this grant agreement. 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.
 - 4.2.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.
 - 4.2.3 **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 and progress reports 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.
 - 4.2.4 **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.
 - 4.2.4.1 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 with at least seven calendar days of notice prior to any monitoring visit or financial reconciliation.
 - 4.2.4.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.
 - 4.2.4.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.
 - 4.2.5 **Unexpended Funds.** The Grantee must promptly return to the State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to the State.
 - 4.2.6 **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.
- 4.3 **Contracting and Bidding Requirements.** If Grantee is a municipality as defined by Minn. Stat. § 471.345, subdivision 1, then Grantee shall comply with the requirements of Minn. Stat. § 471.345 for all procurement under this Agreement.

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.

6 Authorized Representatives

6.1 The State's Authorized Representative is:

Marc Briese,
Programs Engineer,
MnDOT State Aid Office
395 John Ireland Boulevard, MS 500
St. Paul, MN 55155
Office: 651-366-3802
marc.briese@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. Grantee's Authorized Representative is:

Leslie Valiant,
City Administrator,
320-235-4917, lvaliant@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.
- 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

Grantee and State agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of State is governed by the provisions of Minn. Stat. Sec. 3.736. If Grantee is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of Grantee is governed by the provisions of Chapter 466. Grantee's liability hereunder shall not be limited to the extent of insurance carried by or provided by Grantee, or subject to any exclusion from coverage in any insurance policy.

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.

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 **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.

13 **Termination; Suspension**

13.1 **Termination by the State.** The State may terminate this agreement with or without cause, upon 30 days written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2 **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.

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

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

13.3.2 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.

13.4 **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.

14 **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.

15 **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.

16 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.

17 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.

18 Additional Provisions

18.1 Prevailing Wages. Grantee agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the project. By agreeing to this provision, Grantee is not acknowledging or agreeing that the cited provisions apply to the project.

18.2 E-Verification. Grantee agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

18.3 Telecommunications Certification. If federal funds are included in Exhibit A, by signing this agreement Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Grantee does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this agreement.

18.4 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. If federal funds are included in Exhibit A, 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.

18.5 Use, Maintenance, Repair and Alterations. The Grantee shall not, without the written consent of the State and the Commissioner, (i) permit or allow the use of any of the Property improved with these grant funds (the Real Property) for any purpose other than in conjunction with or for nonmotorized transportation, (ii) substantially alter any of the Real

Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in section (i), (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Grantee fails to maintain the Real Property in accordance with this Section, the State may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Grantee irrevocably authorizes the State to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by the State shall be at its sole discretion, and nothing contained herein shall require the State to take any action or incur any expense and the State shall not be responsible, or liable to the Grantee or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by the State pursuant to this Section shall be due and payable on demand by the State and will bear interest from the date of payment by the State at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

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

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: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Approval and Certifying Encumbrance

By: _____

(with delegated authority)

Title: State Aid Programs Manager

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS		USES OF FUNDS	
Entity Supplying Funds	Amount	Expenses	Amount
State Funds:		Items Paid for with AT	
AT General Fund Grant	\$500,000.00	General Fund Grant	
SAAS Acct 362		Funds:	
Other:		Construction of 1.25 miles	\$500,000.00
		of 10-foot multiuse trail	
	\$		\$
	\$		\$
Subtotal	\$500,000.00	Subtotal	\$500,000.00
Public Entity Funds:		Items paid for with Non-	
Matching Funds		AT General Fund	
Local Match	\$ 368,380.24	Grant Funds:	
		Demolition, excavation,	\$ 368,380.24
		pavement, sanitary	
		improvements, street signs,	
		traffic control	
Other:	\$		
	\$		
	\$		
Subtotal	\$ 368,380.24	Subtotal	\$ 368,380.24
TOTAL FUNDS	\$868,380.24	TOTAL PROJECT COSTS	\$868,380.24

EXHIBIT B

GRANT APPLICATION

Attach the grant application for the project

Form Name:	Minnesota State Active Transportation Program: Infrastructure Solicitation Application
Submission Time:	December 29, 2022 11:11 am
Browser:	Chrome 80.0.3987.149 / Windows
IP Address:	38.140.144.226
Unique ID:	1051839036
Location:	38.9609, -77.3429

Minnesota State Active Transportation Program: Infrastructure Solicitation Application

I. Project Information (i)

A. Applicant Information

Name	Kyle Box
Email	kbox@willmarmn.gov
Phone	(320) 235-4913
Agency name	City of Willmar
Agency type	State Aid City (Population >5,000)
Address	333 6th Street SW Willmar, MN 56201
County	Kandiyohi
MnDOT district	District 8

B. Lead Agency Sponsor Information

C. Project Funding

Active Transportation Program Request	500000
Federal funding amount	0
State funding amount (other than Active Transportation)	0
Local city/town/county funding amount	156394
Local city/town/county funding source	CIP Funds
Other funding amount	0
Total Project Funding	656394

D. Brief Project Description

Enter a brief description or title of your project. Example: "Shared use path along CSAH 12 and curb extensions at intersection of CSAH 12 and Main St"	1.25 miles of 10-foot multiuse trail along 19th Ave SW from 15th St SW to 5th St SE in Willmar, Minnesota
---	---

E. Project Location

List all public agencies that are a part of this project. An agency should be listed if it is partnering on this project or if this project will be constructed at any point within its city/township/county limits.	City of Willmar, Kandiyohi County
--	-----------------------------------

Will any proposed infrastructure improvements be constructed on the right-of-way or property of a township, city, or county other than the applicant or lead agency sponsor?	Yes
--	-----

If yes, list the township, city, or county in which construction is proposed by this project.	Project will impact the City of Willmar's right of way, and Kandiyohi County right of way. Resolutions from both agencies can be found in Appendix A - Project Support.
---	---

Latitude	45.10338
----------	----------

Longitude	-95.05368
-----------	-----------

F. Type of Work

Select the type of work on which the requested funds would be used	Construction of non-federally funded project
--	--

G. Eligibility Check

The applicant must have a full resolution (not just a letter of support) from their council or governing board supporting the project and application for Active Transportation grant funds. The applicant understands this eligibility requirement and has attached to this application the resolution of support from their council or governing board.	Yes
---	-----

If a lead agency sponsor is required, the applicant must have a full resolution (not just a letter of support) from the sponsoring agency's council supporting the project and agreeing to act as the project sponsor. The applicant understands this eligibility requirement and has attached to this application the resolution of support from their lead agency sponsor.	Yes
If the proposed project will impact public property or right-of-way or any public agency other than the applicant or lead agency sponsor, a resolution of support from that impacted public agency must be attached to the application. The applicant understands this requirement and has attached any other applicable resolutions of support.	Yes
All construction items eligible for Active Transportation funds must have an effective useful life of 10 years. Will all eligible items in this proposed project have at least a 10-year expected life?	Yes
Will the proposed project be able to enter construction in either calendar year 2023 or 2024?	Yes
Please select the anticipated construction year	2023
Active Transportation infrastructure grant funds cannot be used on impacts to trunk highways or trunk highway right-of-way without an explicit letter of support from the MnDOT district engineer. All projects that contain trunk highway impacts will be required to enter into a cooperative agreement between MnDOT and the applicant agency or between MnDOT and the lead agency sponsor. The applicant understands this eligibility requirement and has attached a letter of support from the MnDOT district engineer for the impacts to trunk highway right-of-way.	Not applicable (the proposed project does not have trunk highway impacts)

Only construction costs are eligible for the program. Development of engineering and construction plans are not eligible nor are right-of-way acquisition costs. All awarded projects must follow the State Aid process, which includes developing a construction plan set signed by a licensed engineer. The applicant must have the ability to develop this plan set or the funds to pay a consultant to develop this plan set. Exhibits from engineering studies do not qualify as a construction plan set. The applicant understands this requirement and has the ability or funds to develop the plan set.

Yes

Active Transportation funds cannot be used to pay public works staff time to construct or install any improvements. Public works staff time is not an eligible cost for the program. All awarded projects must be put out to bid and awarded to a contractor. The applicant understands this program requirement and plans to bid the project out to a contractor.

Yes

H. Project Evaluation

Title / Role	City Engineer
Email address	info@willmarmn.gov
Phone number	320-235-4913

II. Project Safety & Improvements

I. Safety Concerns

At any location in the project area, do pedestrians or bicyclists travel where safe infrastructure is not provided?

Yes

Check any that apply below:

People walk or bike within a vehicle travel lane or roadway
Other: Busy intersections due not meet ADA guidelines

Have safety risks or hazards related to vehicles been identified within the project area that prevent people from safely walking or biking in or near the project area?	Yes
Check any that are present in the project area:	High vehicle speeds High levels of traffic Low stop or yield compliance for pedestrians or cyclists
List and describe the safety risks, hazards, or uncomfortable walking or biking conditions that have been identified above, including the locations of these risks and conditions. If “other” was selected for either prompt above, describe the specific safety risk or hazard. Applicants may also reference any survey data, crash data, pedestrian or bicycle plan, or other relevant sources. Upload any referenced sources when submitting this application. Each attachment must be referenced in the application, otherwise the attachment will not be considered in the scoring of the application.	Many safety issues afflict the project area. The existing sidewalks throughout the project area are 4 feet in width, limiting accessibility and their use by multiple modes of transportation. Running east-west, the existing narrow sidewalk intersects with several residential roadways without crosswalks. The project area features multiple intersections with insufficient ADA accessibility or the tools needed to promote pedestrian visibility. The project area lacks bicycle infrastructure, forcing cyclists into vehicle lanes and causing conflict with other modes of transportation. Biking is discouraged on sidewalks in Willmar even though 19th Ave SW includes 4 lanes of vehicle traffic with a 40-mph speed limit with no road shoulder. This combination of factors creates an unsafe and impractical environment for cyclists and pedestrians. The existing corridor creates safety risks for vulnerable and disabled residents. Busy intersections at 1st St (TH 71) and 15th St SW are not ADA-compliant. The need for ADA accessibility improvements was Identified in Willmar's ADA Self-Evaluation and Transition Plan, see Appendix D - Relevant Plans. Where ADA accessibility is lacking is also where the corridor is least safe. The intersection of 19th Ave and 1st St has seen 26 crashes in the last three years, see Appendix F - Crash Data. The project area has been the site of 48 crashes in the last 3 years, including a fatal accident and four pedestrian or bicycle crashes in the last 10 years. The crash rate in the project corridor is 2.4 times greater than the average for similar MN corridors

J. Types of Improvements

List each of the active transportation infrastructure improvements that will be constructed as a part of this project. Include the specific locations of each improvement identified. (Example: New sidewalk on west side of Elm St from 1st Ave to 4th Ave. New RRFB crossing Elm St at 4th Ave.) Include any project maps or design exhibits, which may be uploaded with your application. If the applicant includes exhibits, these exhibits should be referenced in the description. Exhibits added without context in the description may not earn the applicant any additional points.

The proposed project includes the construction of 1.25 miles of 10' wide multiuse trail along the south side of 19th Ave SW from 5th St SE to 15th St SW. The new trail will replace the existing 4' wide trail, benefits all users, especially cyclists and vulnerable or disabled users. The existing project area does not include dedicated bike infrastructure. The proposed trail will feature a safe cycling route to and from employment opportunities for many residents and encourage more residents to use active transportation modes. The proposed trail is also intended to serve additional modes of transportation such as in-line skating and wheelchairs. Appendix B - Project Layout Documents can be referenced for a typical section and map of the proposed trail connection. Appendix C includes a cost estimate for the improvements.

The new trail will bisect residential roads several times and will include pedestrian ramps and painted crosswalks at each intersection. These improvements will ensure contiguous ADA Accessibility and improve vehicle yield rates. The existing intersections do not include these pedestrian facilities.

The intersections of 19th Ave SW and 1st St/15th St have been identified as non-ADA compliant and will be upgraded as part of the proposed project. It's crucial these intersections are upgraded to ADA compliance due to their proximity to important locations in Willmar, such as medical offices, retail centers, religious institutions, an apartment building, and a school/childcare center. Intersection improvements will be designed with disabled accessibility in mind.

K. Project Improvements

Destinations: Explain how listed improvements would connect communities or connect destinations within your community. Note that since schools have a dedicated funding source through the Safe Routes to School program, this application is looking for how projects will connect destinations other than schools within the applicant's community. (Example: New sidewalks on Elm Street would allow for safer walking to the library one block to the east)

The proposed trail connection will significantly benefit the surrounding community by serving the transportation and recreational needs of residents. Willmar's Comprehensive Plan identifies the need for dual purpose trails that provide an interconnected trail system throughout the city (Appendix D - Relevant Plans.)

Beyond two nearby schools, there are numerous public amenities and employment opportunities that this proposed trail will connect, including five parks and public athletic facilities, medical offices, retail centers, religious institutions, senior living facilities, apartment buildings, and a childcare center within a half mile of the project area. The connection to the commercial area at the east end of the project area will provide connections to commerce and employment.

Safety Risk Mitigation: Explain how each of the listed improvements in "Section J. Types of Improvements" would mitigate the safety risks and hazards described in "Section I. Safety Concerns." (Example: New RRFB at 4th Ave may improve visibility of pedestrians crossing Elm Street.)

The proposed project will mitigate the identified safety issues in the project area, seen clearly in the existing conditions photos of Appendix G. One documented safety concern is the lack of dedicated bike infrastructure which forces cyclists into vehicle lanes, creating conflict with motorized traffic. By replacing the existing sidewalk with a 10' wide multiuse trail, the proposed project will give cyclists a safer option besides the corridor's narrow shoulder while allowing for greater volumes of pedestrians. It will also accommodate additional types of non-motorized transportation, such as wheelchairs and in-line skating. This currently does not exist in the project area.

The proposed trail will improve pedestrian ramps and include crosswalks at several intersections, improving vehicle yield rates and ensuring accessibility for disabled users. ADA enhancements at busy intersections will create a more pleasant pedestrian experience for vulnerable populations and ensure they can reach public amenities and employment opportunities without risking their safety. The project area experiences a crash rate above the state average for similar corridors. The 19th Ave trail will improve safety along the corridor to decrease the risk of collision between users.

Designing for complete streets, the practice of including facilities for all modes of transportation on roadways, helps residents feel more comfortable walking or biking to destinations. This promotes a healthy lifestyle which can help reduce a person's risk of diseases, including diabetes, heart disease, and colon cancer.

III. Community Engagement & Transportation Policies

L. Plans, Policies, & Studies

1. Does the applicant agency or lead agency sponsor have any pedestrian or bicycle plan?	Yes
If yes, in which year did the local governing agency adopt the plans?	2015, 2020
If yes, provide link to the most recent plan	https://cms5.revize.com/revize/cityofwillmar/Willmar%20Master%20Plan%20Document_Draft_150212.pdf https://clients.bolton-menk.com/willmarada/wp-content/uploads/sites/125/2020/10/Draft-Willmar-Transition-Plan-10-14-2020.pdf
2. Has the adopted plan received any updates, addendums, surveys, public engagement sessions, or any other changes since it was adopted?	No
3. Are the improvements in this project identified in the listed plan?	Yes

If yes, provide the page number(s) on which the project is identified	ADA Plan identifies intersections in need of improvements on page 38 and 41. The parks and recreation plan identifies the proposed project on page 3.
4. Explain how the proposed improvements in this project were identified, planned, and prioritized. This includes any community engagement or public outreach activities.	Over the past 15 years, the City of Willmar has often documented the need for greater city-wide pedestrian and bicyclist connectivity (Appendix D - Relevant Plans.) During the most recent comprehensive plan update, residents frequently expressed a desire for greater trail connectivity during engagement activities. The proposed project was first mentioned in the 2015 Parks and Recreation Master Plan, prioritized for its ability to connect three major parks. A layout for the project was then developed with community input in mind. Most recently, the 2020 ADA Self-Evaluation and Transition Plan cites the intersections of 19th Ave SW and 15th St/1st St as in need of ADA accessibility improvements. A future timeline for the multiuse trail can be found in Appendix E - Project Schedule.
5. Has the applicant agency or sponsor adopted a complete streets policy?	No
If no, list any adopted transportation policies that promote safe walking and biking	Both of the adopted Parks and Recreation Master Plan and ADA Self-Evaluation Plan promote the development of safe walking and biking facilities.

IV. Equity Score

M. Advancing Equity

Describe how this project will advance equity in your community. This should be specific to how this project will benefit the people living and working in your community.

Willmar is a diverse community with vulnerable populations that need accommodation. This is evident using demographic data from the 2020 Census. Willmar is a city of 21,000 where 23.5% are people of color, 12.7% are disabled, 7.9% have no vehicle, and 15.3% are beneath the poverty line. Within a 1-mile walkshed of the project area there are 431 housing units with fixed affordability under 60% area median income (AMI). 217 of these units are fixed to less than 50% AMI. Referring to the Active Transportation Equity Mapping tool, the project area features the highest equity scores for miles around, with scores ranging from 10 to 12. The proposed improvements will ensure that all residents have access to the recreational and economic opportunities in Willmar. The business park at the intersection of 19th Ave SW and 1st ST SW is one of two major employment centers in Willmar, making non-motorized connections to this area vital for the community. Bike and Pedestrian trail connections to this area will ensure that transportation is never a barrier to employment. Transportation infrastructure must meet the needs of disadvantaged populations. Per the 2021 MN Sustainable Transportation Advisory Council's recommendations, providing transportation alternatives is an important tool used to provide economic opportunity and fight persistent poverty. Finally, this project will improve community health. The new trail will promote walking and cycling, critical aspects of a healthy lifestyle, and decrease air pollution by reducing vehicle miles traveled in the project area.

N. Active Transportation Equity Score

V. Attachments

Upload Attachment Here	https://www.formstack.com/admin/download/file/13933342394
Upload Attachment Here	https://www.formstack.com/admin/download/file/13933342395
Upload Attachment Here	https://www.formstack.com/admin/download/file/13933342396
Upload Attachment Here	https://www.formstack.com/admin/download/file/13933342397
Upload Attachment Here	https://www.formstack.com/admin/download/file/13933342398
Upload Attachment Here	https://www.formstack.com/admin/download/file/13933342399

VI. Conflict of Interest Disclosure

Having had the opportunity to review the above Organizational Conflict of Interest Checklist, the applicant hereby indicates that it has, to the best of its knowledge and belief:

Determined that no potential organization conflict of interest exists

VII. Affidavit of Noncollusion

Choose from the two responses:

The applicant affirms to the above statements

EXHIBIT C

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

RESOLUTION No. _____
Active Transportation Program Grant Agreement
Grant Terms and Conditions
SAP 175-590-001
City Project No. 2404-B
April 15, 2024

Motion By: _____ Second By: _____

WHEREAS, the City of Willmar has applied to the Commissioner of Transportation for a grant from the Active Transportation Account; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be **\$500,000.00** by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that the City of Willmar does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.38, and will pay any additional amount by which the cost exceeds the estimate and will return to the Active Transportation Account any amount appropriated for the project but not required. The proper City officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

Dated this 15th day of April, 2024

Mayor

Attest:

City Clerk



City Council Action Request

Council Meeting Date:	April 15, 2024	Agenda Item Number:	11.E.
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:	MnDOT TH 40 Turn Lanes Work Order		

RECOMMENDED ACTION:

Adopt the resolution approving Work Order No. 1 under MnDOT Master Partnership Contract No. 1050096 in the amount of \$44,650.85.

OVERVIEW:

MnDOT presented Work Order No. 1 of the Master Partnership Agreement to staff for City Project No. 2505-A. This project includes establishing a new City road connection on Trunk Highway 40 to facilitate an anticipated railroad freight facility. The turn lane improvements of the project will allow safe turning movements for heavy freight vehicles on and off TH 40. Right-of-way acquisitions are needed for the required turn lanes. MnDOT staff drafted the work order with the City for assistance in obtaining right-of-way acquisitions. The City would be responsible for reimbursing MnDOT for the appraisals and surveys of the necessary parcels, as detailed in Exhibit B of the Work Order.

BUDGETARY/FISCAL ISSUES:

The work order will be paid from the Industrial Park funds.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Resolution- MnDOT Master Partnership Contract 1050096 Work Order No. 1
2. CONTRACT WORK ORDER - MASTER PARTNERSHIP

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTION WORK
ORDER NO. 1 OF MASTER PARTNERSHIP AGREEMENT NO. 1050096.**

Motion By: _____ Second By: _____

BE IT RESOLVED by the **City of Willmar** as follows:

1. That the State of Minnesota Contract Number **1050096 Work Order No. 1 (10050096W01)**,
"Right of Way Acquisitions Assistance" on Trunk Highway 40 is accepted.
2. That the Mayor and the City Administrator are authorized to execute this Contract and
any amendments on behalf of the City of Willmar.

Dated this 15th day of April, 2024

Mayor

Attest:

City Clerk

**STATE OF MINNESOTA
WORK ORDER UNDER
MASTER PARTNERSHIP CONTRACT**

Project Description: Right of Way Acquisition Assistance

This Work Order Contract is issued under the authority of the State of Minnesota, Department of Transportation (MnDOT) Master Partnership Contract No. 1050096 between the state of Minnesota acting through its Commissioner of Transportation ("State") and Willmar City, a political subdivision of the State of Minnesota ("Local Government") and is subject to all applicable provisions and covenants of that Contract which are incorporated herein by reference.

Work Order Contract

1. Term of Work Order Contract; Incorporation of Exhibits

- 1.1. **Effective date:** This Work Order Contract will be effective on the date that all required signatures are obtained by State, pursuant to Minnesota Statutes Section 16C.05, subdivision 2. The Local Government must not begin work under this Contract until ALL required signatures have been obtained and the Local Government has been notified in writing to begin such work by the State's Authorized Representative.
- 1.2. **Expiration date:** This Work Order Contract will expire on **June 30, 2025**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Exhibits:** Exhibits A through B are attached and incorporated into this Work Order Contract.

2. Nature of Work

- 2.1. X the blanks below to indicate the nature of the work to be performed. See Article 3. Services Requiring a Work Order Contract, of the Master Partnership Contract for applicable definitions.
 - ☐ Contract Administration
 - ☐ Emergency Services
 - ☒ Professional/Technical Services
 - ☐ Roadway Maintenance

3. Scope of Work

- 3.1. Services for MnDOT to act as an agent on the City's behalf to acquire property on City Project 2505-A.
- 3.2. **MnDOT Tasks.** MnDOT shall provide real estate transaction services according to the terms of this Contract to assist the with property acquisition for City Project 2505-A. The services shall include the work necessary to obtain fee simple absolute or easement of the properties needed for the project through Direct Purchase. MnDOT will not provide services related to eminent domain proceedings if necessary for the acquisition of properties needed for the project. MnDOT shall provide the following services:
 - 3.2.1. Review Environmental Due Diligence (EDD) clearance for the properties;
 - 3.2.2. Perform right of way preacquisition activities - early notification letters, field title, market data;
 - 3.2.3. Prepare legal descriptions;
 - 3.2.4. Perform property valuations activities - complete reports, review, and certify;
 - 3.2.5. Draft acquisition documents; and
 - 3.2.6. Perform direct purchase activities - make official offers and negotiate; when necessary, prepare administrative settlements after discussion with the City.
- 3.3. **City Tasks.** The City shall:
 - 3.3.1. Provide to MnDOT title opinion(s);
 - 3.3.2. Provide right of way surveying and mapping, exhibits;

- 3.3.3. Provide acquisition information - type, area, etc.;
- 3.3.4. Provide any other documentation necessary for MnDOT to complete its tasks under this Contract;
- 3.3.5. Review appraisals;
- 3.3.6. Review administrative settlements;
- 3.3.7. Provide survey staking of acquisition area during time of negotiations;
- 3.3.8. Be responsible for any tasks, duties, or actions necessary to acquire the Subject Property, via eminent domain or otherwise, not assigned to MnDOT under this Contract; and
- 3.3.9. Provide project management for this Contract, overall project planning, as well as communication, coordination, and related services.

4. Consideration of Payment

- 4.1. The Local Government will pay for all services performed by the State on an actual cost basis as estimated in Exhibit B:
 - 4.1.1. The following items will be reimbursable at their actual cost to the State:
 - i. Materials and supplies reasonably needed to perform the work; the current materials handling overhead rate will be added to materials and supplies issued out of inventory; and
 - ii. Equipment needed to perform the work, at its rental rate as established by the State; and
 - iii. Actual and reasonable costs of consultants and contractors engaged to perform the work; and
 - iv. Actual salary costs incurred by the State, at the normal rate of pay plus reasonable and customary labor additives.
 - 4.1.2. The State must, upon request of the Local Government, provide documentation showing a breakdown of costs claimed.
- 4.2. The Local Government's obligation for all compensation and reimbursements to the State is **\$44,650.85**.

5. Terms of Payment

- 5.1. The Local Government will be invoiced and make an upfront payment for the estimated cost of the services to be provided upon execution of this work order contract.
- 5.2. The State will submit signed reports, and the signature will attest that the services have actually been performed, and that the claimed amounts have not been previously claimed or paid. Upon request of the Local Government, the State must provide documentation showing the actual costs incurred.
- 5.3. When the services have been completed if there are any funds that have not been used for the services, a refund will be made to the Local Government.
- 5.4. If the actual cost of the services exceeds the estimate an amendment to the work order contract will be executed.
- 5.5. Per Section 7.4 of the Master Partnership Contract;
 - 5.5.1. The Local Government will pay the State as specified in this work order, and will make prompt payment in accordance with Minnesota law.
 - 5.5.2. Payment by the Local Government.
 - i. The Local Government will make payment to the order of the Commissioner of Transportation.
 - ii. IMPORTANT NOTE: Payment must reference the MnDOT Contract and Work Order Number shown on the face page of this contract and the MnDOT Invoice Number shown on the invoice.
 - iii. Remit payment to the address below:

MnDOT
Attn: Cash Accounting
RE: MnDOT Contract Number 1050096W01 and Invoice Number: 00000#####
(see note above)
Mail Stop 215
395 John Ireland Blvd
St. Paul, MN 55155

6. Authorized Representatives

- 6.1. The State's Project Manager, for this Work Order is:
Name/Title: Phillip DeSchepper/Project Manager, or successor
MnDOT District 8
Street Address: 2505 Transportation Rd
City State Zip: Willmar, MN 56201
Telephone: 320-894-7724
Email: Phillip.DeSchepper@state.mn.us
- 6.2. The State's Project Manager is responsible for overseeing the State's fulfillment of its obligations under this Work Order, reviewing, providing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.
- 6.3. The Local Government's Project Manager for this Work Order is:
Name/Title: Justin DeLeeuw/Public Works Director, or successor
Street Address: 801 Industrial Dr. SW
City State Zip: Willmar, MN 56201
Telephone: 320-235-4252
Email: jdeleeuw@willmarmn.gov
- 6.4. The Local Government's Project Manager for this Work Order is responsible for overseeing the Local Government's fulfillment of its obligations under this Work Order, reviewing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

7. Termination

- 7.1. **Termination by the State or Local Government.** The Local Government, the State or the Commissioner of Administration may cancel this Work Order at any time, with or without cause, upon 30 days' written notice to the other Party. Upon termination, the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 7.2. **Termination for Insufficient Funding.** The State may immediately terminate this Work Order if it does not obtain funding from the Minnesota Legislature, or other funding source; or 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 Local Government. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government 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 Work Order is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Local Government notice of the lack of funding within a reasonable time of the State's receiving that notice.

8. Additional Provisions

- 8.1. NONE

LOCAL GOVERNMENT

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

COMMISSIONER OF TRANSPORTATION, as delegated

By:

Date:

COMMISSIONER OF ADMINISTRATION, as delegated

By:

Date:

EXHIBIT A – STANDARD TERMS

STANDARD TERMS FOR PROFESSIONAL AND TECHNICAL SERVICES

1. The Local Government will prepare all documents in accordance with Minnesota law, applicable Federal laws and regulations, and geometric design standards for trunk highway plans as described in the current versions of MnDOT Manuals, available through the MnDOT State Aid Division or on the [MnDOT website](#).
2. The Local Government will, as applicable in developing plans, include the standard specifications from the latest edition of MnDOT Standard Specifications for Construction, and all amendments thereto.
3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly perform, supervise, and document the work for the project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless approved in writing by MnDOT. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

Exhibit B: Budget Details

Employee - Job Class	Hourly Rate	Basic Fringe Rate	Labor Additive	Labor Additive	Total Rate	Hours	Total Cost of Salaries
David Funck - Real Estate Representative	\$ 37.65	\$ 11.13	28.78%	\$ 14.04	\$ 62.82	120	\$ 7,538.27
Suzanne Danen - Engineer Princ	\$ 59.54	\$ 11.13	28.78%	\$ 20.34	\$ 91.01	10	\$ 910.09
Joseph Deutsch - Real Estate Specialist Supv (Review Appraiser)	\$ 50.01	\$ 11.13	28.78%	\$ 17.60	\$ 78.74	22	\$ 1,732.19
Michael Knutsen - Real Estate Specialist (Appraiser)	\$ 45.02	\$ 11.13	28.78%	\$ 16.16	\$ 72.31	60	\$ 4,338.60
Kerry O'Brien - Staff Attorney Supervisor	\$ 61.90	\$ 11.13	28.78%	\$ 21.02	\$ 94.05	20	\$ 1,880.96
Fufa Roro - Land Surveyor Principal	\$ 59.49	\$ 11.13	28.78%	\$ 20.32	\$ 90.94	30	\$ 2,728.33
Ambur Johnson - Real Estate Representative Sr	\$ 40.49	\$ 11.13	28.78%	\$ 14.86	\$ 66.48	6	\$ 398.86
Patrick Jaeger - Engineering Specialist Senior	\$ 49.28	\$ 11.13	28.78%	\$ 17.39	\$ 77.80	30	\$ 2,333.88
Mark Mortenson - Land Surveyor Principal	\$ 53.25	\$ 11.13	28.78%	\$ 18.53	\$ 82.91	30	\$ 2,487.26
Lucas Schreiber - Real Estate Representative	\$ 37.65	\$ 11.13	28.78%	\$ 14.04	\$ 62.82	5	\$ 314.09
Corey May - Transp Specialist	\$ 36.20	\$ 11.13	28.78%	\$ 13.62	\$ 60.95	10	\$ 609.52
Total Cost of Salaries							\$ 25,272.04
15% Contingency							\$ 3,790.81
Direct Expenses							\$ 15,588.00
Total Contract Cost							\$ 44,650.85

Direct Expenses		
Mileage (4 trips X 200 miles/trip X \$0.67/mile)		\$ 536.00
Meals (4 lunches X \$13/lunch)		\$ 52.00
Appraisal Reimbursement (subject to 2nd appraisal by owner)		\$ 15,000.00
Total Direct Expenses		\$ 15,588.00



City Council Action Request

Council Meeting Date:	April 15, 2024	Agenda Item Number:	11.F.
Agenda Section:	Regular Business	Originating Department:	Finance
Resolution:	Yes	Prepared By:	Tom Odens, Finance Director
Ordinance:	No	Presented By:	Tom Odens, Finance Director
Item:	Authorize Sale of GO Improvement Bonds 2024A		

RECOMMENDED ACTION:

Motion by _____ and seconded _____ for Approving a Resolution to call for a Public Hearing on an Ordinance Authorizing the Issuance of General Obligation Bonds Series 2024A on Monday, May 6, 2024, at 6:30 p.m.

OVERVIEW:

The 2024 Street Improvement Program plus the equipment purchases total \$13,809,786. The General Obligation bond needed to fund the projects and equipment is \$11,000,000. Section 2.12 of the City Charter requires that acts of the City Council which authorize the borrowing of money and levying of taxes shall be by ordinance.

BUDGETARY/FISCAL ISSUES:

Street and Trail, various utility system improvements and the acquisition of various capital equipment funding of \$11,000,000.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Willmar_GO_Bonds__Series_2024A_RESOLUTION_CALLING_HEARING
2. SCHEDULE OF EVENTS-Willmar 2024A-2
3. Distribution List - City of Willmar 2024A

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

HELD: April 15, 2024

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Willmar, Minnesota, was duly held on the 15th day of April, 2024, at 6:30 o'clock P.M.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____
RESOLUTION CALLING FOR PUBLIC HEARING ON AN
ORDINANCE AUTHORIZING THE ISSUANCE OF
GENERAL OBLIGATION IMPROVEMENT, UTILITY AND EQUIPMENT BONDS,
SERIES 2024A
AND LEVYING TAXES FOR THE PAYMENT THEREOF

WHEREAS:

A. The City of Willmar (the "City") has heretofore undertaken to construct certain public improvements and acquire certain capital equipment pursuant to Minnesota Statutes, Chapter 429 and Sections 469.1812 to 469.1815 and 410.32(g) and 412.301, as more fully described in the proposed Ordinance set forth below.

B. Said improvements have heretofore been duly incorporated into the City's capital program in accordance with the City Charter.

C. It is necessary and desirable that the City of Willmar issue its General Obligation Improvement, Utility and Equipment Bonds, Series 2024A in an aggregate principal amount not to exceed \$11,000,000 to finance various public improvement projects in the City, including without limitation street projects 2401-A, 2401-B, 2404-A and 2404-B, various utility system improvements and the acquisition of various capital equipment.

D. Section 2.12 of the City Charter requires that acts of the City Council which authorize the borrowing of money and levying of taxes shall be by ordinance.

E. Councilmember _____ introduced an Ordinance entitled "An Ordinance Authorizing the Issuance of up to \$11,000,000 General Obligation Improvement,

Utility and Equipment Bonds, Series 2024A and the Levying of Taxes to Secure Payment Thereof’.

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

1. The City Clerk is authorized and directed to distribute a copy of said Ordinance to each Council Member, to the Mayor, and to the City Attorney, and to file a reasonable number of copies of the Ordinance in the office of the City Clerk and the following other public places:

- A. _____
- B. _____
- C. _____

2. This Council shall meet at the time and place specified in the form of notice hereinafter contained for the purpose of conducting a public hearing on the Ordinance and considering the Ordinance for adoption.

3. The City Clerk is hereby authorized and directed to cause notice of the time, place and purpose of said public hearing to be published in the local official newspaper of the City not less than seven days in advance of the date of hearing as required by the City Charter, which notice shall be substantially the form attached as **Exhibit A** hereto.

4. Upon sale of said bonds, the City Clerk shall compute the levy made by said Ordinance No. _____ commencing in or about the year 2024 and ending in or about the year 2038 upon all taxable property in the City, which tax shall be spread upon the tax rolls and collected with and as part of other general property taxes in said City in such an amount as is necessary to comply with Minnesota Statutes, Section 475.61, subd. 1. Said tax levy shall be irrevocable so long as any of said bonds are outstanding and unpaid, provided that the City reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, subd. 3.

5. No bonds shall be issued and no tax levy shall be effective in accordance with this resolution until (a) after the Ordinance has been duly adopted and published in accordance with the City Charter, and (b) the applicable 15-day period has elapsed with respect to said Ordinance and all appropriate bond resolutions during which period no Certificate of Intent is filed in accordance with Section 7.04(j) of the City Charter.

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

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

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

I, the undersigned, being the duly qualified and acting Clerk of the City of Willmar, Minnesota, DO HEREBY CERTIFY that I have carefully compared the attached and foregoing extract of minutes with the original minutes of a meeting of the City Council held on the date therein indicated, which are on file and of record in my office, and the same is a full, true and complete transcript therefrom insofar as the same relates to resolution calling for public hearing on an Ordinance Authorizing Issuance of General Obligation Improvement, Utility and Equipment Bonds, Series 2024A and Levying Taxes for the Payment thereof.

WITNESS my hand as such Clerk this _____ day of _____, 2024.

City Clerk

EXHIBIT A

NOTICE OF PUBLIC HEARING ON THE ADOPTION OF AN ORDINANCE

NOTICE IS HEREBY GIVEN by the City Council of the City of Willmar, Minnesota, that the City Council will conduct a public hearing on and consider adoption of the Ordinance described below, at the Kandiyohi County Health and Human Services Building Board Room located at 2200 23rd Street NE in the City, at 6:30 o'clock p.m. on the 6th day of May, 2024 said proposed Ordinance is as follows:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO \$11,000,000 GENERAL OBLIGATION IMPROVEMENT, UTILITY AND EQUIPMENT BONDS, SERIES 2024A AND THE LEVYING OF TAXES TO SECURE PAYMENT THEREFOR.

The City of Willmar hereby ordains:

1. In accordance with Minnesota Statutes, Chapters 429 and 475 and Sections 469.1812 to 469.1815 and 410.32(g) and 412.301, the City of Willmar has heretofore determined to construct and finance various public improvement projects in the City, including without limitation street projects 2401-A, 2401-B, 2404-A and 2404-B and various utility system improvements and the acquisition of various capital equipment (collectively the "Project").
2. In order to finance said Project it is necessary to issue General Obligation Improvement, Utility and Equipment Bonds of the City in the amount of up to \$11,000,000.
3. For the purposes of complying with Minnesota Statutes, Section 475.61, there will be levied a direct ad valorem tax upon all taxable property in the municipality in such amounts as are required by law to secure payment of said Bonds.
4. This Ordinance is adopted in order to authorize the borrowing of money and the issuance of General Obligation Improvement, Utility and Equipment Bonds and the levying of taxes therefor as provided in Section 2.12 of the City Charter. Further details shall be set forth by resolution.

By Order of the City Council

/s/ Vernae Larsen

City Clerk

City of Willmar, Minnesota

General Obligation Bonds, Series 2024A

Schedule of Events

(As of: March 26, 2024)

March 2024							April 2024							May 2024						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2		1	2	3	4	5	6				1	2	3	4
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	
31																				

June 2024							July 2024							August 2024						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1		1	2	3	4	5	6					1	2	3
2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10
9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17
16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24
23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30	31
30																				

00 Holiday 00 Significant Action

Date	Event	Responsible Party
Fri., Mar. 22	Official Statement information request distributed.	Baker Tilly
Mon., Apr. 8	Public hearing notice for Bond Ordinance sent to the City.	Kennedy & Graven
Fri., Apr. 12	Official Statement information due back to Baker Tilly.	City Staff
Mon., Apr. 15	City Council introduces and calls for public hearing on Bond Ordinance.	City Council
Mon., Apr. 22	Finalize Bond structure and prepare Terms of Proposal.	Baker Tilly
No later than Tue., Apr. 23	Notice of public hearing for Bond Ordinance sent to West Central Tribune for publication.	City Staff
Fri., Apr. 26	First Draft of Preliminary Official Statement distributed for review.	Baker Tilly
Sat., Apr. 27	Public hearing notice for Bond Ordinance published in paper (Notice must appear no fewer than 7 days prior to public hearing).	
Mon., Apr. 29	Pre-Sale Summary and Authorizing Resolution delivered to City.	Baker Tilly Kennedy & Graven
Fri., May. 3	Comments to Baker Tilly on first draft of Preliminary Official Statement.	City Staff Kennedy & Graven

Date	Event	Responsible Party
Mon., May. 6	City Council considers Resolution authorizing the sale.	City Council
	City Council conducts public hearing on Bond Ordinance.	
Mon., May. 6	Draft Preliminary Official Statement and supporting documents sent to rating agency.	Baker Tilly
Week of May. 6	Due diligence form distributed for review.	Baker Tilly
Week of May. 13	Rating Conference conducted.	City Staff Baker Tilly Moody's
Week of May. 13 (following Rating Conference)	Due diligence call conducted.	City Staff Baker Tilly
Sat., May. 18	Publication date of Bond Ordinance. Ordinance goes into effect (Beginning of 15-day petition period).	
Mon., May. 20	Second draft of Preliminary Official Statement circulated to working group for final review and sign off.	Baker Tilly
Wed., May. 22	Final comments due on second draft of Preliminary Official Statement.	City Staff Kennedy & Graven
Wed., May. 22	Receipt of rating and rating report.	Moody's
Thu., May. 23	Distribution of Preliminary Official Statement (with rating(s) on cover).	Baker Tilly
Thu., May. 23	Form of Award Resolution delivered to City.	Kennedy & Graven
Sun., Jun. 2	End of 15-day petition period.	
Mon., Jun. 3	Sale of the Bonds (at 10 am CT) and consideration of award of the Bonds by the City.	City Staff Baker Tilly
Mon., Jun. 10	Distribution of Final Official Statement.	Baker Tilly
Mon., Jun. 17	Draft closing memorandum circulated for review.	Baker Tilly
Thu., Jun. 20	Final closing memorandum distributed.	Baker Tilly
Thu., Jun. 27	Receipt of proceeds and settlement of the Bonds.	All Parties

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City of Willmar, Minnesota

General Obligation Bonds, Series 2024A

Distribution List

(As of: March 13, 2024)

Email List: lvaliant@willmarmn.gov; todens@willmarmn.gov; vlarsen@willmarmn.gov; jboulton@kennedy-graven.com; lkantner@kennedy-graven.com; kganley@kennedy-graven.com; doug.green@bakertilly.com; jake.emeott@bakertilly.com; jacquelyn.wert@bakertilly.com

Issuer

City of Willmar

333 Southwest 6th Street
PO Box 755
Willmar, MN 56201

Ms. Leslie Valiant, City Administrator
320-235-4913
lvaliant@willmarmn.gov

Mr. Tom Odens, Finance Director
320-235-4984
todens@willmarmn.gov

Ms. Vernae Larsen, City Clerk
320-235-4913
vlarsen@willmarmn.gov

Municipal Advisor

Baker Tilly Municipal Advisors

30 East Seventh Street, Suite 3025
Saint Paul, MN 55101

Mr. Doug Green, Director
651-223-3086
doug.green@bakertilly.com

Mr. Jake Emeott, Senior Consultant
651-223-3002
jake.emeott@bakertilly.com

Ms. Jacquelyn Wert, Senior Financial Analyst
651-223-3084
jacquelyn.wert@bakertilly.com

Bond Counsel

Kennedy & Graven, Chartered

150 S 5th St., Ste. 700
Minneapolis, MN 55402-1299

Ms. Jennifer Boulton, Attorney
612-337-9202
jboulton@kennedy-graven.com

Ms. Libby Kantner, Attorney
612-337-9316
lkantner@kennedy-graven.com

Ms. Kim Ganley, Paralegal
612-337-9268
kganley@kennedy-graven.com



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City Council Action Request

Council Meeting Date:	April 15, 2024	Agenda Item Number:	11.G.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	Yes	Prepared By:	Abby Ahrendt, Administrative Assistant
Ordinance:	No	Presented By:	Vernae Larsen, City Clerk
Item:	Resolution to Acknowledge Donation for the 1st Quarter of 2024		

RECOMMENDED ACTION:

Council motion to adopt a resolution approving and acknowledging donations for the first quarter of 2024.

OVERVIEW:

The City regularly receives donations, and pursuant to former adopted Council action, allows staff to promptly send a Thank-you letter and formally approve the donations quarterly. Attached is the resolution acknowledging the first quarter donations for 2024.

BUDGETARY/FISCAL ISSUES:

Donation Total - \$4,005.39

ALTERNATIVES TO CONSIDER:**ATTACHMENTS:**

1. 2024 First Quarter Donations

RESOLUTION NO.
ACKNOWLEDGEMENT OF DONATIONS

Motion By: _____

Second By: _____

WHEREAS, the City of Willmar has received donations which have been acknowledged by the City Administrator expressing the community's appreciation for the period of January 1, 2024 through March 31, 2024.

Amount	From	For/Purpose
\$100.00	Todd & Jeff Paffrath	2024 Father-Daughter Dance
\$100.00	Karen Bjerke	CERT Fund
\$200.00	West Central Connection Chorus	2024 Father-Daughter Dance
\$200.00	Layman Construction Inc.	2024 Father-Daughter Dance
\$200.00	American Door Works	2024 Father Daughter Dance
\$250.00	Marcus Construction Co. INC.	Willmar Community Center
\$400.00	Walt's	2024 Father-Daughter Dance
\$800.00	Kandiyohi Power Charitable Trust	Willmar Community Center
\$1,755.39	Bagging Event	Willmar Police Explorers

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

Dated This 15th day of April 2024

MAYOR

Attest:

CITY ADMINISTRATOR



City Council Action Request

Council Meeting Date:	April 15, 2024	Agenda Item Number:	11.H.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	No	Prepared By:	Abby Ahrendt, Administrative Assistant
Ordinance:	No	Presented By:	Leslie Valiant, City Administrator
Item:	Request for Work Session on Monday, April 29th at 6:00PM		

RECOMMENDED ACTION:

OVERVIEW:

Staff requests a work session Monday, April 29, 2024, at the Willmar Municipal Auditorium. The work session will be to review current and future bonding

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

None



City Council Action Request

Council Meeting Date:	April 15, 2024	Agenda Item Number:	13.A.
Agenda Section:	Closed Session	Originating Department:	Administration
Resolution:	No	Prepared By:	Kyle Box, City Operations Director
Ordinance:	No	Presented By:	Leslie Valiant, City Administrator
Item:	Closed session pursuant to MN Stat 13d.05, subd. 3(c)		

RECOMMENDED ACTION:

That the City Council Adjourn to Closed Session pursuant to Minnesota Statute 13d.05 subd. 3(c)

OVERVIEW:

The parcels identified as the subject of the closed session are as follows:

95-003-5420, 95-003-5410, 95-003-5400, 95-003-5390, 95-003-5380, 95-003-5370, 95-003-5360

BUDGETARY/FISCAL ISSUES:

NA

ALTERNATIVES TO CONSIDER:

NA

ATTACHMENTS:

None