



WILLMAR CITY COUNCIL MEETING

MONDAY, MAY 20, 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 May 6, 2024
- B. MUC Meeting Minutes of May 13, 2024
- C. CentraCare Preliminary and Final Plat Approval
- D. Reschedule for June 3, 2024; Consideration to Rezone Parcel #95-280-2480 From R2 to GB
- E. Purchase of Toro 5040 Sandpro from MTI Distributing
- F. Greater Minnesota Parks and Trails Legacy Grant Application and Resolution
- G. Willmar Baseball Boosters Association Conduct Off-Site Lawful Gambling Application
- H. Consideration of State Temporary Liquor Permits Willmar Baseball Association
- I. Consideration of a Municipal Owned Property On-Sale Liquor License Holder Permit – Spurs Corporation
- J. City Park Special Event by On-Sale Liquor License Holder Permit—Spurs Corporation
- K. Consideration of State Temporary Liquor Permit-Willmar Lakes Rotary Club
- L. Consideration of State Temporary Liquor Permits- Willmar Lakes Rotary Club
- M. 2025 Budget Calendar
- N. Accounts Payable Report, 5-3-24 to 5-15-24
- O. City Finance Report through 4/30/2024
- P. Zoning Appeals Board - Cletus Frank

Information:

- Q. Director Reports

R. WMU Financial Report for March 2024

7. Items Removed from Consent Agenda
8. Approve Consent Agenda Items
9. Open Forum (Individuals Limited to Three (3) Minutes)
10. Public Hearing:
 - A. Consideration to amend the Ordinance authorizing the sale of real property to Cura and set a new public hearing for June 3, 2024
11. Regular Business
 - A. Public Safety Aid Purchases
 - B. MNDot Cooperative Agreement for WMU's lighting project on TH 12
 - C. Director Report Update
12. "Community Pride" Announcements
13. Adjourn

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

May 6, 2024

6:30 PM

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

Also present were City Administrator Leslie Valiant, City Operations Director Kyle Box, Police Chief Jim Felt, Finance Director Tom Odens, Planning and Development Director Christopher Corbett, Public Works Director Justin DeLeeuw, Director of Community Outreach Pablo Obregon, City Engineer Jared Voge, and City Attorney Robert Scott.

Council Member Shuldes requested to add Item I under Regular Business to the agenda. This item would consider directing staff to add an Ordinance to allow Class 2 ATVs on city roads in Willmar.

Council Member Ask moved to approve the agenda as amended to include Item 10. I. Council Member Fagerlie seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

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

Noes None

Director of Operations Kyle Box reviewed the consent agenda.

Approve:

- A. City Council Minutes of April 15, 2024
- B. City Council Work Session Minutes of April 29, 2024
- C. Local Board of Equalization Minutes of April 15, 2024
- D. Planning Commission Minutes of April 17, 2024
- E. Planning Commission Minutes of May 1, 2024_ Draft
- F. Board of Zoning Appeals Minutes of May 2, 2024_ Draft
- G. Parks and Recreation Meeting Minutes of March 20, 2024
- H. MUC Meeting Minutes of April 22, 2024
- I. Accounts Payable Report, 4-10-24 through 5-1-24

- J. Willmar Township Fire Agreement – **Resolution No. 2024-059** approval of an annual contract between the City of Willmar Fire Department and Willmar Township for a period from April 1, 2024 through March 31, 2025.
- K. Public Works One Ton Truck Purchase – **Resolution No. 2024-060** approving the purchase of a 2024 Silverado 3500 in the amount of \$51,437.50.
- L. **Resolution No. 2024-061** amending Resolution No. 2023-186 Agricultural Land Leases, specifically lease totals for Tract 2, Tract 4 and Row 1.
- M. Consideration of a State 1 Day to 4 Day Temporary On-Sale Liquor License Permit - VFW 1639.
- N. Consideration of a State 1 Day to 4 Day Temporary On-Sale Liquor License Permit— Intuition Brewing LLC.
- O. Approving **Resolution No. 2024-069** Statutory Municipal Liability Coverage Limits – City. Options Information:

Information:

- P. WMU Financial Report for February 2024
- Q. Monthly Permit Report - April 2024
- R. Investment Report through 3/31/2024

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

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

Open Forum:

Joe Ridler, 1912 20th Avenue SW, addressed the Mayor and Council requesting the city have more transparency from the administration.

Jason Butler, 309 Benson Avenue SW, addressed the Mayor and Council regarding the ongoing water issues he is having in the Benson Avenue building due to underground water seepage into the building.

Paul Kidrowski, 3637 15th Avenue SW, addressed the Mayor and Council regarding the same water issues as Mr. Butler along Benson Avenue.

Public Hearing:

- A. **Public Hearing on Proposed Conduit Financing for Bethesda Senior Housing Project.**

Michelle Haefner, Chief Executive Officer of Bethesda Willmar presented to the council that Bethesda is seeking tax-exempt bonds for Bethesda Senior Housing project located along

Willmar Avenue east of Bethesda's current complex. The \$30,000,000 Tax-exempt bonds will be issued between the cities of De Graff, Pennock and Prinsburg. The City of Willmar (the host city) is required to conduct a public hearing, and, after approval of the bond sale, each city will enter into a joint powers agreement. Conduit financing has no effect on the city of Willmar's bond rating or bonding capability.

At 6:51 p.m. Mayor Reese opened the public hearing to discuss the Proposed Conduit Financing for Bethesda Senior Housing Project. The hearing closed at 6:52 p.m.

A motion was introduced by Council Member Fagerlie to approve the **Conduit Financing for Bethesda Senior Housing Project**. Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

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

B. Public Hearing of an Ordinance Authorizing Sale of Land CURA.

City Attorney Robert Scott presented information regarding the conveyance of the City owned nursing home property, Parcel No. 95-921-5710, to CURA.

Mayor Reese opened the public hearing at 6:57 p.m.

Carrie Moe, 1420 Trott Avenue, asked for clarification on what was being sold, the land and building or the business.

Carol Laumer, 1313 Ella Avenue NW, stated that she thinks the city should keep the Home Medical Willmar building for the new City Hall.

Joe Ridler, 1912 20th Avenue SW, asked if the building was being sold or given away. He also asked what tax base CURA would fall under.

The hearing was closed at 7:08 p.m.

Council Member Asmus motioned to approve **Ordinance No. 1524 Authorizing Sale of 4.10 acres of Land CURA**. Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

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

Council Member Asmus 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 8, Noes 0.

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

C. Ordinance Authorizing the Issuance of up to \$11,000,000 General Obligation Bonds, Series 2024A

Tom Odens, Finance Director, and Mikaela Huot from Baker Tilly presented information regarding an Ordinance authorizing the issuance of up to \$11,000,000 General Obligation Bonds, Series 2024A.

Mayor Reese opened the public hearing at 7:48 p.m. and closed the hearing at 7:49 p.m.

Ordinance No. 1525 Authorizing the Issuance of up to \$11,000,000 General Obligation Bonds, Series 2024A was introduced by Council Member Nelsen. Council Member Shuldes seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

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

A motion was made by Council Member Nelsen to approve **Resolution No. 2024-063** authorizing the sale of the GO Bonds. The motion was seconded by Council Member Fagerlie and carried on a roll call vote of Ayes, 8 Noes 0.

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

D. Ordinance to Reallocate Local Option Sales Tax Dollars

City Administrator Leslie Valiant presented information on an ordinance to reallocate Local Option Sales Tax dollars to the Event/Recreation project for a covered outdoor ice rink.

Mayor Reese opened the public hearing at 7:23 p.m.

Margo Nemitz, 1118 Ramblewood, spoke about the need for a new roof for the Senior Center and would prefer that the tax dollars be allocated for that project.

The mayor closed the public hearing at 7:25 p.m.

Ordinance No. 1526 to Reallocate Local Option Sales Tax Dollars was introduced by Council Member Butterfield. Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 7, Noes 1.

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

Noes Council Member Nelsen

Council Member Fagerlie made a motion to authorize the publication of **Ordinance No. 1526** by summary and was seconded by Council Member Asmus. The motion passed on a roll call vote of Ayes 8, Noes 0.

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

Regular Business:

A. Connect Willmar Initiative

Director of Operations Kyle Box updated the Mayor and Council on the process of this project. This item was presented as information only.

B. Project No. 2408 Bid Award

City Engineer Jared Voge presented a resolution recommending awarding Project No. 2408 to Asphalt Surface Technologies Corporation, a/k/a ASTECH Corp in the amount of \$285,880.57. Project 2408 includes seal coating Lakeland Drive Southeast from Willmar Avenue to Civic Center Drive, the Willmar Municipal Airport driveway and parking lot, 20th Avenue SW from 22nd Street to 25th Street, and 25th Street SW from 20th Avenue to 21st Avenue.

Council Member Nelsen motioned to approve **Resolution No. 2024-064 Awarding Project No. 2408 Bid to Asphalt Surface Technologies Corporation aka ASTECH Corp, in the amount of \$285,880.57**. Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

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

Council Member Fagerlie motioned to adopt **Resolution No. 2024-065 approving the As-Bid Budget for Project 2408 in the amount of \$337,400**. Council Member Nelsen seconded the motion, which carried on a roll call vote of Ayes 8, Noe 0.

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

C. Project No. 2301-A Change Order No. 1

City Engineer Jared Voge provided information on **Change Order No. 1 for Project No.**

2301-A. A motion was made by Council Member Fagerlie to approve **Resolution No. 2024-066 Accepting Change Order No. 1 for Project No. 2301-A in the increased amount of \$13,500.85.** Council Member Asmus seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

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

D. Bike, Pedestrian and Trail Plan

Public Works Director Justin DeLeeuw presented information on behalf of the Parks and Recreation Department. Parks and Rec is requesting approval to partner with Bolton and Menk to develop plans for a city-wide bike and pedestrian trail. Council Member Shuldes motioned to approve **Resolution No. 2024-067 for the Bike, Pedestrian and Trail Plan.** Council Member Nelsen seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

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

E. Adopt a Bench and Tree Program

Public Works Director Justin DeLeeuw presented information on behalf of the Parks and Recreation Department proposing the approval of an Adopt a Bench and Tree program. **Resolution No. 2024-068 Adopt a Bench and Tree Program** was introduced by Council Member Asmus. Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

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

F. Introduction for Establishment of a Tax Increment Finance Housing District and Set a Public Hearing Date for July 1, 2024, at 6:30 PM

Planning and Development Director Christopher Corbett presented information regarding a proposed Tax Increment Finance Housing District and requested a Public Hearing be set for July 1, 2024, at 6:30 p.m. to consider and adopt a resolution approving the TIF Plan and TIF District. Also speaking to the council was Roger Fink Senior Vice President and Principal of Trident Development and Mikaela Huot from Baker Tilly. Council Member Asmus motioned to **Set a Public Hearing Date for July 1, 2024, at 6:30 PM regarding the proposed Tax Increment Finance Housing District.** Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Ayes Council Member Ask, Council Member Nelsen, Council Member Davis,

Council Member Shuldes, Council Member Fagerlie, Council Member Asmus,
Council Member Butterfield, Council Member O'Brien

Noes None

G. Consideration to Rezone Parcel #95-280-2480 From R2 to GB and Request to Set a Public Hearing Date

Planning and Development Director Christopher Corbett presented information to the council requesting consideration to rezoning of Parcel 95-280-2480 and requesting a public hearing be set for May 20, 2024, at 6:30 p.m. Council Member Fagerlie made a motion to **Set a Public Hearing Date for Consideration to Rezone Parcel #95-280-2480 From R2 to GB.** Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

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

Noes None

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

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

Noes None

H. Consideration of Rendezvous LLC On-Sale Wine and On-Sale Intoxicating 3.2 Liquor Licenses

Director of Operations presented to council for **Consideration of Rendezvous LLC On-Sale Wine and On-Sale Intoxicating 3.2 Liquor Licenses** A motion was to approve the **Liquor Licenses for Rendezvous LLC** was introduced by Council Member Fagerlie. Council Member Nelsen seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

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

Noes None

I. Consideration to Direct Administration Regarding Class 2 ATV's to be allowed on Willmar City Streets

Council Member Shuldes addressed the council regarding Type 2 ATV's being allowed on public streets in Willmar. Council directed administrative staff to investigate the possibility and bring back more information to the council.

At 8:59 p.m. Council Member Fagerlie 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 Shuldes, Council Member Fagerlie, Council Member Asmus, Council Member Butterfield, Council Member O'Brien

Noes None

MAYOR

Attest:

CITY CLERK

RESOLUTION NO. 2024-059

**A RESOLUTION APPROVING WILLMAR TOWNSHIP FIRE AGREEMENT
IN THE AMOUNT OF \$26,976.16**

Motion By: Ask Second By: Davis

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

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, that the Mayor and City Administrator be authorized to execute the fire protection agreement with Willmar Township for the period April 1, 2024 through March 31, 2025, in the amount of \$34,952.00.

Dated this 6th day of May, 2024.

/S/Douglas E. Reese
MAYOR

Attest:

/S/Vernae Larsen
CITY CLERK

RESOLUTION NO. 2024-060

**A RESOLUTION APPROVING THE PURCHASE OF A 2024 SILVERADO 3500 IN THE
AMOUNT OF \$51,437.50.**

Motion By: Ask Second By: Davis

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, the purchase of a 2024 Chevrolet Silverado 3500 from Schwieters Chevrolet of Willmar, Inc. is accepted, and be it further resolved 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 total amount of \$51,437.50.

Dated this 6th day of May, 2024

/S/Douglas E. Reese

Mayor

Attest:

/S/Vernae Larsen

City Clerk

Location	Tillable Acres	Bid/Acre	Resolution Amount	Amount Paid	Bidder
Tract 1	49	\$ 266	\$ 13,034.00	\$ 13,034.00	Preston Asche
Tract 2	19	\$ 266	\$ 5,035.00	\$ 5,054.00	Preston Asche
Tract 3	15	\$ 250	\$ 3,750.00	\$ 3,750.00	Preston Asche
Tract 4	30.7	\$ 266	\$ 8,135.50	\$ 8,166.20	Preston Asche
Tract 5	16.2	\$ 101	\$ 1,636.20	\$ 1,636.20	Mark Johnson
Tract 6	8	\$ 185	\$ 1,480.00	\$ 1,480.00	Justin Boike
Row 1	12.1	\$ 150	\$ 2,601.50	\$ 1,815.00	Mark Bredesen
Row 2	56	\$ 300	\$ 16,800.00	\$ 16,800.00	Daniel Groothuis
Row 3	10.62	\$ 20	\$ 1,062.00	\$ 1,062.00	Daniel Groothuis
Row 4	98.3	\$ 222	\$ 21,822.60	\$ 21,822.60	Justin Boike
Row 5	6	\$ 50	\$ 300.00	\$ 300.00	Daniel Groothuis
Row 6	45	\$ 192	\$ 8,640.00	\$ 8,640.00	Justin Boike
Hay Ground	155	\$ 70	\$ 10,850.00	\$ 10,463.60	Breck Erickson

RESOLUTION NO. 2024-061

Resolution Amending Resolution No. 2023-186 Agricultural Land

Motion By: Ask

Second By: Davis

BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, that the Mayor and City Administrator be authorized to execute a Resolution to Amend Resolution No. 2023-186 Land Lease Agreements between the City of Willmar and the following Lessees:

Dated this 6th day of May, 2024

/S/Douglas E. Reese

MAYOR

Attest:

/S/Vernae Larsen

CITY CLERK

RESOLUTION NO. 2024-062

Resolution Authorizing a Joint Powers Agreement between the City of Willmar, City of De

Graff, City of Pennock, and the City of Prinsburg for the Issuance of Revenue Notes to Finance Senior Housing Facilities

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 Mayor and City Administrator be authorized to execute a Joint Powers Agreement for the Issuance of Revenue Notes to Finance Senior Housing Facilities.

Dated this 6th day of May, 2024

/S/Douglas E. Reese

MAYOR

Attest:

/S/Vernae Larsen

CITY CLERK

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

HELD: May 6, 2024

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Willmar, Kandiyohi County, Minnesota, was held in said City on the 6th day of May, 2024, at 6:30 o'clock P.M. for the purpose in part of authorizing the competitive negotiated sale of the \$10,675,000 General Obligation Improvement, Utility and Equipment Bonds, Series 2024A of said City.

The following members were present:

Thomas Butterfield, Carl Shuldes, Audrey Nelsen, Justin Ask, Rick Fagerlie, Julie Asmus, Michael O'Brien, Vicki Davis

and the following were absent:

None

Member Nelsen introduced the following resolution and moved its adoption:

RESOLUTION NO. 2024-063

RESOLUTION PROVIDING FOR THE COMPETITIVE NEGOTIATED
SALE OF \$10,675,000 GENERAL OBLIGATION IMPROVEMENT,
UTILITY AND EQUIPMENT BONDS, SERIES 2024A

A. WHEREAS, the City Council of the City of Willmar, Minnesota, has heretofore determined that it is necessary and expedient to issue its \$10,675,000 General Obligation Improvement, Utility and Equipment Bonds, Series 2024A (the "Bonds") to finance (i) various

street improvement projects, (ii) various utility system improvements, (iii) the purchase of certain capital equipment, and (iv) costs of issuing the Bonds; and

B. WHEREAS, the City has retained Baker Tilly Municipal Advisors, LLC (“Baker Tilly MA”), as its independent municipal advisor and is therefore authorized to sell these obligations by a competitive negotiated sale in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9); and

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

1. Authorization; Findings. The City Council hereby authorizes Baker Tilly MA to solicit bids for the competitive negotiated sale of the Bonds.

2. Meeting; Bid Opening. This City Council shall meet at the time and place specified in the Terms of Proposal attached hereto as **Exhibit A** for the purpose of considering sealed bids for, and awarding the sale of, the Bonds. The Clerk, or designee, shall open bids at the time and place specified in such Terms of Proposal.

3. Terms of Proposal. The terms and conditions of the Bonds and the negotiation thereof are fully set forth in the “Terms of Proposal” attached hereto as **Exhibit A** and hereby approved and made a part hereof.

4. Official Statement. In connection with said competitive negotiated sale, the Clerk and other officers or employees of the City are hereby authorized to cooperate with Baker Tilly MA and participate in the preparation of an official statement for the Bonds, and to execute and deliver it on behalf of the City upon its completion.

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

Thomas Butterfield, Carl Shuldes, Audrey Nelsen, Justin Ask, Rick Fagerlie, Julie Asmus, Michael O'Brien, Vicki Davis

and the following voted against the same:

None

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF KANDIYOHI
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 compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete

transcript of the minutes of a meeting of the City Council of said City, duly called and held on the date therein indicated, insofar as such minutes relate to the City's \$10,675,000 General Obligation Improvement, Utility and Equipment Bonds, Series 2024A.

WITNESS my hand this 6th day of May, 2024.

/S/Vernae Larsen
Clerk

EXHIBIT A

THE CITY HAS AUTHORIZED BAKER TILLY MUNICIPAL ADVISORS, LLC TO NEGOTIATE THIS ISSUE ON ITS BEHALF. PROPOSALS WILL BE RECEIVED ON THE FOLLOWING BASIS:

TERMS OF PROPOSAL

\$10,675,000*

CITY OF WILLMAR, MINNESOTA

GENERAL OBLIGATION BONDS, SERIES 2024A

(BOOK ENTRY ONLY)

Proposals for the above-referenced obligations (the "Bonds") will be received by the City of Willmar, Minnesota (the "City") on June 3, 2024 (the "Sale Date") until 10:00 A.M., Central Time (the "Sale Time") at the offices of Baker Tilly Municipal Advisors, LLC ("Baker Tilly MA"), 30 East 7th Street, Suite 3025, Saint Paul, MN 55101, after which time proposals will be opened and tabulated. Consideration for award of the Bonds will be by the City Council at its meeting commencing at 6:30 P.M., Central Time, of the same day.

SUBMISSION OF PROPOSALS

Baker Tilly MA will assume no liability for the inability of a bidder or its proposal to reach Baker Tilly MA prior to the Sale Time, and neither the City nor Baker Tilly MA shall be responsible for any failure, misdirection or error in the means of transmission selected by any bidder. All bidders are advised that each proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Bonds regardless of the manner in which the proposal is submitted.

(a) **Sealed Bidding.** Completed, signed proposals may be submitted to Baker Tilly MA by email to bids@bakertilly.com, and must be received prior to the Sale Time.

OR

(b) **Electronic Bidding.** Proposals may also be received via PARITY®. For purposes of the electronic bidding process, the time as maintained by PARITY® shall constitute the official time with respect to all proposals submitted to PARITY®. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY® for purposes of submitting its electronic proposal in a timely manner and in compliance with the requirements of the Terms of Proposal.* Neither the City, its agents, nor PARITY® shall have any duty or obligation to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective

bidder, and neither the City, its agents, nor PARITY® shall be responsible for a bidder's failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY®. The City is using the services of PARITY® solely as a communication mechanism to conduct the electronic bidding for the Bonds, and PARITY® is not an agent of the City.

If any provisions of this Terms of Proposal conflict with information provided by PARITY®, this Terms of Proposal shall control. Further information about PARITY®, including any fee charged, may be obtained from:

PARITY®, 1359 Broadway, 2nd Floor, New York, New York 10018
Customer Support: (212) 849-5000

DETAILS OF THE BONDS

The Bonds will be dated as of the date of delivery and will bear interest payable on February 1 and August 1 of each year, commencing February 1, 2025. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Bonds will mature February 1 in the years and amounts* as follows:

2026	\$630,000
2027	\$650,000
2028	\$675,000
2029	\$695,000
2030	\$715,000
2031	\$740,000
2032	\$760,000
2033	\$780,000
2034	\$810,000
2035	\$830,000
2036	\$625,000
2037	\$650,000
2038	\$675,000
2039	\$705,000
2040	\$735,000

*The City reserves the right, after proposals are opened and prior to award, to increase or reduce the principal amount of the Bonds or the amount of any maturity or maturities in multiples of \$5,000. In the event the amount of any maturity is modified, the aggregate purchase price will be adjusted to result in the same gross spread per \$1,000 of Bonds as that of the original proposal. Gross spread for this purpose is the differential between the price paid to the City for the new issue and the prices at which the proposal indicates the securities will be initially offered to the investing public.

BOOK ENTRY SYSTEM

The Bonds will be issued by means of a book entry system with no physical distribution of Bonds made to the public. The Bonds will be issued in fully registered form and one Bond, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository for the Bonds. Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The lowest bidder (the "Purchaser"), as a condition of delivery of the Bonds, will be required to deposit the Bonds with DTC.

REGISTRAR/PAYING AGENT

U.S. Bank Trust Company, National Association, Saint Paul, Minnesota will serve as Registrar/Paying Agent (the "Registrar") for the Bonds, and shall be subject to applicable regulations of the Securities and Exchange Commission. The City will pay for the services of the Registrar.

OPTIONAL REDEMPTION

The City may elect on February 1, 2033, and on any day thereafter, to redeem Bonds due on or after February 1, 2034. Redemption may be in whole or in part and if in part at the option of the City and in such manner as the City shall determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All redemptions shall be at a price of par plus accrued interest.

SECURITY AND PURPOSE

The Bonds will be general obligations of the City for which the City will pledge its full faith and credit and power to levy direct general ad valorem taxes. In addition, the City will pledge (i) special assessments from benefitted properties for repayment of a portion of the Bonds, and (ii) utility revenues from the City's Waste Treatment Plant for repayment of a portion of the Bonds. The proceeds of the Bonds will be used to fund (i) various street improvement projects, (ii) related utility projects, (iii) the purchase of capital equipment, and (iv) costs of issuance.

NOT BANK QUALIFIED TAX-EXEMPT OBLIGATIONS

The City will not designate the Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

BIDDING PARAMETERS

Proposals shall be for not less than \$10,568,250 plus accrued interest, if any, on the total principal amount of the Bonds. Rates shall be in integral multiples of 1/100 or 1/8 of 1%. The initial price to the public for each maturity as stated on the proposal must be 98.0% or greater.

Proposals for the Bonds may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption scheduled to conform to the maturity schedule set forth herein. In order to designate term bonds, the proposal must specify "Years of Term Maturities" in the spaces provided on the proposal form.

No proposal can be withdrawn or amended after the time set for receiving proposals on the Sale Date unless the meeting of the

City scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made. Bonds of the same maturity shall bear a single rate from the date of the Bonds to the date of maturity. No conditional proposals will be accepted.

ESTABLISHMENT OF ISSUE PRICE

In order to provide the City with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively, the “Code”), the Purchaser will be required to assist the City in establishing the issue price of the Bonds and shall complete, execute, and deliver to the City prior to the closing date, a written certification in a form acceptable to the Purchaser, the City, and Bond Counsel (the “Issue Price Certificate”) containing the following for each maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity): (i) the interest rate; (ii) the reasonably expected initial offering price to the “public” (as said term is defined in Treasury Regulation Section 1.148-1(f) (the “Regulation”)) or the sale price; and (iii) pricing wires or equivalent communications supporting such offering or sale price. Any action to be taken or documentation to be received by the City pursuant hereto may be taken or received on behalf of the City by Baker Tilly MA.

The City intends that the sale of the Bonds pursuant to this Terms of Proposal shall constitute a “competitive sale” as defined in the Regulation based on the following:

- (i) the City shall cause this Terms of Proposal to be disseminated to potential bidders in a manner that is reasonably designed to reach potential bidders;
- (ii) all bidders shall have an equal opportunity to submit a bid;
- (iii) the City reasonably expects that it will receive bids from at least three bidders that have established industry reputations for underwriting municipal bonds such as the Bonds; and
- (iv) the City anticipates awarding the sale of the Bonds to the bidder who provides a proposal with the lowest true interest cost, as set forth in this Terms of Proposal (See “AWARD” herein).

Any bid submitted pursuant to this Terms of Proposal shall be considered a firm offer for the purchase of the Bonds, as specified in the proposal. The Purchaser shall constitute an “underwriter” as said term is defined in the Regulation. By submitting its proposal, the Purchaser confirms that it shall require any agreement among underwriters, a selling group agreement, or other agreement to which it is a party relating to the initial sale of the Bonds, to include provisions requiring compliance with the provisions of the Code and the Regulation regarding the initial sale of the Bonds.

If all of the requirements of a “competitive sale” are not satisfied, the City shall advise the Purchaser of such fact prior to the time of award of the sale of the Bonds to the Purchaser. **In such event, any proposal submitted will not be subject to cancellation or withdrawal.** Within twenty-four (24) hours of the notice of award of the sale of the Bonds, the Purchaser shall advise the City and Baker Tilly MA if 10% of any maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) has been sold to the public and the price at which it was sold. The City will treat such sale price as the “issue price” for such maturity, applied on a maturity-by-maturity basis. The City will not require the Purchaser to comply with that portion of the Regulation commonly described as the “hold-the-offering-price” requirement for the remaining maturities, but the Purchaser may elect such option. If the Purchaser exercises such option, the City will apply the initial offering price to the public provided in the proposal as the issue price for such maturities. If the Purchaser does not exercise that option, it shall thereafter promptly provide the City and Baker Tilly MA the prices at which 10% of such maturities are sold to the public; provided such determination shall be made and the City and Baker Tilly MA notified of such prices whether or not the closing date has occurred, until the 10% test has been satisfied as to each maturity of the Bonds or until all of the Bonds of a maturity have been sold.

GOOD FAITH DEPOSIT

To have its proposal considered for award, the Purchaser is required to submit a good faith deposit via wire transfer to the City in the amount of \$106,750 (the “Deposit”) no later than 1:00 P.M., Central Time on the Sale Date. The Purchaser shall be solely responsible for the timely delivery of its Deposit, and neither the City nor Baker Tilly MA have any liability for delays in the receipt of the Deposit. If the Deposit is not received by the specified time, the City may, at its sole discretion, reject the proposal of the lowest bidder, direct the second lowest bidder to submit a Deposit, and thereafter award the sale to such bidder.

A Deposit will be considered timely delivered to the City upon submission of a federal wire reference number by the specified time. Wire transfer instructions will be available from Baker Tilly MA following the receipt and tabulation of proposals. The successful bidder must send an e-mail including the following information: (i) the federal reference number and time released; (ii) the amount of the wire transfer; and (iii) the issue to which it applies.

Once an award has been made, the Deposit received from the Purchaser will be retained by the City and no interest will accrue to the Purchaser. The amount of the Deposit will be deducted at settlement from the purchase price. In the event the Purchaser fails to comply with the accepted proposal, said amount will be retained by the City.

AWARD

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis calculated on the proposal prior to any adjustment made by the City. The City's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling.

The City will reserve the right to: (i) waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Bonds, (ii) reject all proposals without cause, and (iii) reject any proposal that the City determines to have failed to comply with the terms herein.

BOND INSURANCE AT PURCHASER'S OPTION

The City has **not** applied for or pre-approved a commitment for any policy of municipal bond insurance with respect to the Bonds. If the Bonds qualify for municipal bond insurance and a bidder desires to purchase a policy, such indication, the maturities to be insured, and the name of the desired insurer must be set forth on the bidder's proposal. The City specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the City. All costs associated with the issuance and administration of such policy and associated ratings and expenses (other than any independent rating requested by the City) shall be paid by the successful bidder. Failure of the municipal bond insurer to issue the policy after the award of the Bonds shall not constitute cause for failure or refusal by the successful bidder to accept delivery of the Bonds.

CUSIP NUMBERS

If the Bonds qualify for the assignment of CUSIP numbers such numbers will be printed on the Bonds; however, neither the failure to print such numbers on any Bond nor any error with respect thereto will constitute cause for failure or refusal by the Purchaser to accept delivery of the Bonds. Baker Tilly MA will apply for CUSIP numbers pursuant to Rule G-34 implemented by the Municipal Securities Rulemaking Board. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the Purchaser.

SETTLEMENT

On or about June 27, 2024, the Bonds will be delivered without cost to the Purchaser through DTC in New York, New York. Delivery will be subject to receipt by the Purchaser of an approving legal opinion of Kennedy & Graven, Chartered of Minneapolis, Minnesota, and of customary closing papers, including a no-litigation certificate. On the date of settlement, payment for the Bonds shall be made in federal, or equivalent, funds that shall be received at the offices of the City or its designee not later than 12:00 Noon, Central Time. Unless compliance with the terms of payment for the Bonds has been made impossible by action of the City, or its agents, the Purchaser shall be liable to the City for any loss suffered by the City by reason of the Purchaser's non-compliance with said terms for payment.

CONTINUING DISCLOSURE

In accordance with SEC Rule 15c2-12(b)(5), the City will undertake, pursuant to the resolution awarding sale of the Bonds, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Official Statement. The Purchaser's obligation to purchase the Bonds will be conditioned upon receiving evidence of this undertaking at or prior to delivery of the Bonds.

OFFICIAL STATEMENT

The City has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Bonds, and said Preliminary Official Statement has been deemed final by the City as of the date thereof within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For an electronic copy of the Preliminary Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Municipal Advisor to the City, Baker Tilly Municipal Advisors, LLC, by telephone (651) 223-3000, or by email bids@bakertilly.com.

A Final Official Statement (as that term is defined in Rule 15c2-12) will be prepared, specifying the maturity dates, principal

amounts, and interest rates of the Bonds, together with any other information required by law. By awarding the Bonds to the Purchaser, the City agrees that, no more than seven business days after the date of such award, it shall provide to the Purchaser an electronic copy of the Final Official Statement. The City designates the Purchaser as its agent for purposes of distributing the Final Official Statement to each syndicate member, if applicable. The Purchaser agrees that if its proposal is accepted by the City, (i) it shall accept designation and (ii) it shall enter into a contractual relationship with its syndicate members for purposes of assuring the receipt of the Final Official Statement by each such syndicate member.

Dated May 6, 2024

BY ORDER OF THE CITY COUNCIL

/s/ Leslie Valiant
City Administrator

Resolution No. 2024-064

**A RESOLUTION AWARDING PROJECT NO. 2408 TO ASPHALT SURFACE TECHNOLOGIES CORP.
IN THE AMOUNT OF \$285,880.57.**

Motion By: Nelsen

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 Asphalt Surface Technologies Corp. of St. Cloud, MN for Project No. 2408 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 \$285,880.57.

Dated this 6th day of May, 2024

/S/Douglas E. Reese
Mayor

Attest:

/S/Vernae Larsen
City Clerk

**RESOLUTION NO. 2024-065
PROJECT NO. 2408 AS-BID BUDGET
TOTAL COST \$337,400
*Budget Amounts are Essential**

Motion By: Fagerlie

Second By: Nelsen

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	\$337,400
MSA	\$0
MUC	\$0
WTP	\$0
LOST	\$0

		TOTAL	\$337,400
SUPPLIES			
20* Office Supplies		FINANCING	
21* Small Tools		GENERAL	\$337,400
22* Motor Fuels & Lubricants		LOST	\$0
23* Postage		MSA	\$0
24 Mtce. of Equipment		WTP	\$0
25 Mtce. of Structures		MUC	\$0
26 Mtce. of Other Improvements			
27 Subsistence of Persons		TOTAL	\$337,400
28 Cleaning & Waste Removal			
29* General Supplies		GRAND TOTAL	\$337,400
TOTAL	\$0.00		
OTHER SERVICES			
33* Travel-Conf.-Schools			
34 Mtce. of Equipment		<u>/S/Douglas E. Reese</u>	
35 Mtce. of Structures		Mayor	
36* Mtce. of Other Impr.	\$285,900	Attest:	
37 Subsistence of Persons			
38 Cleaning & Waste Removal			
39* Other Services	\$14,300	<u>/S/Vernae Larsen</u>	
TOTAL	\$300,200	City Clerk	
OTHER CHARGES			
46* Prof. Serv.	\$37,200		
48 Admin OH (Transfer)			
TOTAL	\$37,200		
GRAND TOTAL	\$337,400		

Dated this 6th day of May, 2024

Resolution No. 2024-066

A RESOLUTION ACCEPTING CHANGE ORDER NO. 1 FOR PROJECT NO 2301-A.

Motion By: Fagerlie

Second By: Asmus

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the Mayor and City Administrator of the City of Willmar are hereby authorized to modify the contract for Project No. 2301-A between the City of Willmar and Duininck, Inc. by Change Order No. 1 in the increased amount of \$13,500.85.

Dated this 6th day of May, 2024

/S/Douglas E. Reese

Mayor

Attest:

/S/Vernae Larsen

City Clerk

RESOLUTION NO. 2024-067

**RESOLUTION APPROVING ENTERING INTO AN AGREEMENT WITH BOLTON AND
MENK TO DEVELOP PLANS FOR A CITY-WIDE BIKE AND PEDESTRIAN TRAIL PLAN IN
THE AMOUNT OF \$45,700**

Motion By: Shuldes

Second By: Nelsen

BE IT RESOLVED by the City Council of the City of Willmar to approve entering into an agreement with Bolton and Menk to develop plans for a city-wide bike and pedestrian trail plan in the amount of \$45,700.

Dated this 6th day of May 2024

/S/Douglas E. Reese

Douglas E. Reese, Mayor

Attest:

/S/Vernae Larsen

CITY CLERK

RESOLUTION NO. 2024-068

RESOLUTION APPROVING THE ADOPT A BENCH OR TREE PROGRAM APPLICATION

Motion By: Asmus

Second By: Davis

BE IT RESOLVED by the City Council of the City of Willmar to adopt a resolution approving the application for the adopt a bench and tree program.

Dated this 6th day of May 2024

/S/Douglas E. Reese

Douglas E. Reese, Mayor

Attest:

/S/Vernae Larsen

CITY CLERK

RESOLUTION NO. 2024-069

A RESOLUTION APPROVING STATUTORY MUNICIPAL LIABILITY COVERAGE LIMITS

Motion By: Asmus

Second By: Davis

WHEREAS, cities obtaining liability coverage from the League of Minnesota Cities Insurance Trust must decide whether or not to waive the statutory tort liability limits to the extent of coverage purchased; and

WHEREAS, the City Council has reviewed the various options for monetary limits on municipal tort liability; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, that the City does not waive the monetary limits on municipal tort liability established by Minnesota Statutes 466.04.

Dated this 6th day of May, 2024.

/S/Douglas E. Reese
MAYOR

Attest:

/S/Vernae Larsen
CITY CLERK



City Council Action Request

Council Meeting Date:	May 20, 2024	Agenda Item Number:	6.B.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	No	Prepared By:	
Ordinance:	No	Presented By:	
Item:	MUC Meeting Minutes of May 13, 2024		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. 24.05.13 MUC Mtg Minutes



WILLMAR MUNICIPAL UTILITIES COMMISSION

Meeting Minutes – May 13, 2024

11:45 am – WMU Auditorium

The Municipal Utilities Commission (MUC) met in its regular scheduled meeting on Monday, May 13, 2024, at 11:45 am in the WMU Auditorium with the following Commissioners present: Shawn Mueske, John Kennedy, Dave Baumgart, Terrill Sieck, Carol Laumer, and Patricia Elizondo. Absent was Commissioner Bruce DeBlieck.

Others present at the meeting were: General Manager John Harren, Director of Administration Janell Johnson, Finance & Office Services Supervisor Andrea Prekker, Facilities & Maintenance Supervisor Kevin Marti, Staff Electrical Engineer Jeron Smith, Executive Secretary Beth Mattheisen, City Attorney Robert Scott (via teleconference), City Councilmember Vicki Davis, and WC Tribune Journalist Jennifer Kotila. City Administrator Leslie Valiant and Planning & Development Director Christopher Corbett entered the meeting at 12:07 pm.

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

RESOLUTION NO. 18

“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 April 22, 2024, MUC Meeting; and,
- ❖ Bills represented by vouchers No. 20240543 to No. 20240645 and associated wire transfers inclusive in the amount of \$1,766,069.05.

Dated this 13th day of May 2024.

President

Attest:

Secretary

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

Commissioner Elizondo (LC Chair) reviewed with the Commission minutes from the April 30th WMU Labor Committee meeting (see attached). Following review and discussion, Commissioner Laumer offered a motion to approve the minutes as presented. Commissioner Baumgart seconded the motion which carried by a vote of six ayes and zero nays.

In conjunction with the Labor Committee minutes, the Commission was asked to approve proceeding with the purchase of the selected 12-acre parcel on the MinnWest Technology Campus (MWTC) for the new WMU facility. This site meets the identified needs of the Utility and its customers and has been mutually agreed upon by both WMU and MWTC. Discussion regarding water and wastewater services along with potential assessments were further addressed. Following discussion, Commissioner Laumer offered a resolution to formulate a purchase offer for the said property and to have City Attorney prepare a purchase agreement based on the appraised value of the property plus the estimated portion of the assessments (to be determined). Commission Sieck seconded.

RESOLUTION NO. 19

"BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that City Attorney Robert Scott be authorized to prepare and submit a purchase offer (including identified contingencies) to MinnWest Technology Campus for 12-acres of parcel #95-508-0580 along with the estimated assessment costs (TBD)."

Dated this 13th day of May 2024.

President

Attest:

Secretary

The foregoing resolution was adopted by a vote of five ayes, zero nays, and one abstention (Commissioner Kennedy).

Finance & Office Services Supervisor Prekker reviewed the March 2024 Financial Reports along with a recap of the March 31st Investment Portfolio, and the March Cost of Power Report. The financial information contained in the report reflects operating revenues, expenses, retained earnings, and fund comparisons for both the Electric and Water Divisions.

Facilities & Maintenance Supervisor Marti presented the Commission with the April 2024 Wind Turbine Report. Turbine availabilities for the month of April were 79.2% (Unit #3) and 49.8% (Unit #4) with a total monthly production of 568,012 kilowatt hours (kwh). Affecting the availability on Unit #4 was a generator overspeed fault currently being addressed. The 2024 total production through April is 2,610,695 kwh. To date, the 2024 costs/kwh associated with operating the units is .9¢/kwh. Since the inception of the units in 2009, the operational cost has been calculated at 14.36¢/kwh.

Facilities & Maintenance Supervisor Marti reviewed with the Commission findings from the recent planning session held to update the current WMU Strategic Plan (2021). On May 1st, Marcy Douglas from MRES facilitated the session that was attended by members of the Commission and WMU management staff. Marti presented a draft of a 2024 Strategic Plan that was developed. The summary identified WMU's core values, long-range goals, and key performance indicators. The long-range goals contained five specific categories identified as: Electric Utility, Water Utility, Customer Experience, Utility Identify & Communication, and Leadership. Each of these topics listed components required to achieve the established goals. Commissioners were asked to review and provide any input they may have with the intent to finalize the 2024 WMU Strategic Plan at the May 28th MUC meeting.

Staff Electrical Engineer Smith provided a summary of a recent power outage. On April 24th at 12:22 am, WMU's protection system detected a substation transformer fault and automatically de-energized the East Substation. WMU crews inspected the transformer, isolated the damaged equipment, and restored the electric service. Approximately 1,800 customers were without electricity for 60 minutes. A follow-up investigation identified the damage was caused by a racoon located on top of the transformer. It was further revealed that some areas of rock had been slightly washed away under the fencing. Repairs are scheduled to resolve the issue.

Commissioner Mueske opened discussion on recent developments associated with the SW Wellfield area (North Swansson Field). General Manager Harren stated that staff had met with City reps on Friday, May 10th at which time the City provided an optional layout proposed for the area including well locations and stormwater ponds. Harren continued by reviewing a letter created by staff to be submitted to City officials regarding the public hearing scheduled for May 20th. The letter expressed the concerns of WMU based on input from the MN Dept. of Health and consultants Carlson McCain and requests that the letter be entered into public record for consideration (see attached copy). The City's proposed sale of 5.5 acres is an urgent matter which could greatly affect the water quality and supply for the future of our community. It was noted that during the discussion, City officials were asked if this was the only site that could be developed for the proposed project. City Administrator Valiant stated that no response would be given at this time but would be addressed at the public hearing on May 20th. Following additional discussion, Commissioner Baumgart offered a motion to execute the presented letter and enter it into public record

stating the concerns of WMU regarding Willmar's water supply. Commissioner Kennedy seconded the motion which carried by a vote of six ayes and zero nays.

A recap of the 59th MRES Annual Meeting was presented. This year's meeting theme was "*Collective Resilience*" and celebrated the many ways MRES is working to provide reliable, affordable, and sustainable energy. Attending the May 8-9 meeting were Commissioners Elizondo and Laumer, and WMU Staff members Harren, Johnson, and Smith. Included in the topics discussed were regulatory issues, permitting reform, incentivizing EV and renewables, cybersecurity, along with Western Area Power Administration update, and Federal Legislative updates. All attendees expressed their appreciation to the Commission for allowing them the opportunity to attend the informative event and encouraged others to attend in the future.

Due to the upcoming APPA National Conference (June 7-12), General Manager Harren stated that rescheduling of the June 10th MUC meeting should be considered. The Commission was asked to provide input at the May 28th meeting.

MRES is once again offering member tours of the Red Rock Hydroelectric Project (RRHP) this summer. RRHP (near Pella, IA) began operating in June 2021 and is the newest clean, renewable, and reliable power supply resource for MRES. Tour dates are scheduled for July 31, August 28, and September 25. Tours are limited to thirty people and pre-registration is required.

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, 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:

- APPA National Conference (San Diego, CA): June 7-12 (Kennedy/Laumer/DeBlieck)
- MMUA Utility Leader Workshop (Alexandria): June 27
- MMUA Summer Conference (Fargo, ND): August 19-21

There being no further business to come before the Commission, Commissioner Baumgart offered a motion to adjourn. Commissioner Elizondo seconded the motion which carried by a vote of six ayes and zero nays, and the meeting was adjourned at 12:38 pm.

Respectfully Submitted,

WILLMAR MUNICIPAL UTILITIES

Beth Mattheisen, Executive Secretary

ATTEST:

Dave Baumgart, Secretary

Attendees: Commissioners Patricia Elizondo, Bruce DeBlieck & Carol Laumer, General Manager John Harren, Director of Administration Janell Johnson, Facilities & Maintenance Supervisor Kevin Marti, and Executive Secretary Beth Mattheisen.

Commissioner Elizondo (2023 LC Vice Chair) called the meeting to order at 12:00 pm. The first order of business was to establish the 2024 Chair and Vice Chair positions for the WMU Labor Committee. Commissioner Laumer nominated Commissioner Elizondo to serve as Chair for the Labor Committee for 2024. Commissioner DeBlieck seconded the motion which carried by vote of three ayes and zero nays. Commissioner Laumer next nominated Commissioner DeBlieck to serve as Vice Chair for the Labor Committee for 2024. Commissioner Elizondo seconded the motion which carried by vote of three ayes and zero nays.

1) Purchase of MinnWest Technology Campus Property:

Facilities & Maintenance Supv. Marti opened discussion with the Labor Committee on the status of the process to secure property for the new WMU facility. Based on criteria needed to meet the future needs of WMU and its customers, the selected site location is a 12-acre parcel on the MinnWest Technology Campus (MWTC). Site selection was the top site proposed for multiple reasons including ease of accessibility. WMU and MWTC have mutually agreed on the proposed parcel.

Per Commission directive, an appraisal of the property was conducted by Fagerlie Appraisal, Inc., in February 2024. Appraisal findings included the description, analysis and supporting data to determine the value of the property. Further data presented included six comparable property sites for additional information.

The next point of discussion focused on the availability of water and wastewater services for the site. An aerial map of the water and wastewater connection points and proposed routes was presented. Costs for installation or extending the required services along with assessments were reviewed. WMU staff have contacted City staff and await a response to address the assessments for the project and to determine the responsible parties for the assessments.

Following significant discussion, it was a consensus of the Labor Committee to move forward with the process to purchase the identified site and to present an offer to MinnWest for the 12-acre property. This offer will be based on the appraised value plus MinnWest's estimated portion of the assessments (TBD).

Recommendation:

It was a consensus of the Labor Committee to recommend that the Commission approve and submit a purchase offer to MinnWest Technology Campus for the 12-acre site based on the appraised value of the property along with the estimated assessment costs. Furthermore, we request that the Commission authorize City Attorney Scott to prepare a purchase agreement for the purchase of the said property. The recommendation will be presented to the Commission for approval at the May 13th MUC meeting.

2) Adjournment:

There being no further business to come before the WMU Labor Committee, Commissioner Elizondo offered a motion to adjourn. Commissioner DeBlieck seconded the motion which carried, and the meeting was adjourned by a vote of three ayes and zero nays at 1:00 pm.

(Copy of letter approved, signed by MUC President Mueske, and submitted to City officials which included attachments)

May 20, 2024
Leslie Valiant, City Administrator
City of Willmar
PO Box 755
Willmar, MN 56201

RE: Public Hearing, Potential Sale of City Park Land Parcel #95-921-5690

Ms. Valiant,

The City of Willmar (City) is holding a public hearing on May 20, 2024, for consideration to enter into a purchase agreement for the sale of said property. Willmar Municipal Utilities (WMU) is submitting this letter expressing concerns and requests that WMU's comments and documents be entered into public record and taken into consideration.

Willmar Municipal Utilities is expressing its urgent intention of protecting the aquifer that supplies water to the City of Willmar. Through long-term planning and agreements with the City, Willmar Municipal Utilities and the City have sought to protect the wellfields and have expended extensive resources to do so. Willmar Municipal Utilities cannot support the sale of any of the land within the parcel known as Swansson Field South, for the reasons stated in the April 8, 2024, letter from the Minnesota Department of Health:

Excerpt: "Whereas the management of natural and water resources often tends to be reactionary, Willmar has taken an exceptionally proactive approach to its future water needs by committing resources to developing its wellfields. WMU has made a considerable investment of financial and human resources to ensure that options are in place to continue to provide high quality drinking water to the residents of Willmar. By having the foresight to plan for future wells and having identified exact locations ready for well completion when it becomes necessary, WMU has put Willmar at a tremendous advantage. MDH commends WMU's efforts, has assisted WMU financially, and will continue to provide both technical and financial assistance as needed."

The City and WMU have unsuccessfully explored numerous options that WMU could not support that would ensure the protection of the well field. As WMU values development, it suggests that the City continue to explore other locations to accommodate the request as WMU and the City agree that protection of the wellfield is paramount.

The City and WMU have entered into joint land use agreements for the NE Wellfield, Hedin Park, and Swansson Field North of Willmar Avenue. In a May 2012 memo, the City and WMU agreed that all would follow the Swansson Field North of Willmar Avenue agreement in principle for the property identified on the south side of Willmar Avenue. In the agreement, MUC agreed to allow the Parks & Recreation Department to develop the area designated as recreational according to proposed planning. Therefore, in principle, WMU should have the ability to utilize the property as outlined in the COW/WMU 2012 Agreement for the city water supply as identified by the 2004 Test Hole Drilling Report. Eight wells have been identified within said parcel, and two of the eight wells currently provide water to the city. The remaining six wells will be developed as the community water demands increase due to growth, a wet industry, or one of the current wells is required to be abandoned. As depicted in the attachment, Proposed Well Location and Willmar Avenue Water Main Casing, there is minimal property available that could be sold for development.

Respectfully submitted,

Willmar Municipal Utilities Commission

Shawn Mueske, President

CC: Attorney Robert Scott

Mayor Doug Reese

City Engineer Jared Voge of Bolton & Menk

City Clerk

Willmar City Council

Attachments: Carlson McCain letter dated May 9, 2024 (less the outdated layout)

Minnesota Department of Health letter dated April 8, 2024

Proposed Well Location and Willmar Ave Water Main Casing

WMU/COW Agreement 2012

1988 Agreement, Shared Use Agreement Swansson Field North of Willmar Ave.



City Council Action Request

Council Meeting Date:	May 20, 2024	Agenda Item Number:	6.C.
Agenda Section:	Consent Items	Originating Department:	Planning and Development
Resolution:	No	Prepared By:	
Ordinance:	No	Presented By:	
Item:	CentraCare Preliminary and Final Plat Approval		

RECOMMENDED ACTION:

OVERVIEW:

For Council approval of Plats for CentraCare Addition (the 1st St Clinic Site)

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. 2024-04-16 133544 Preliminary Plat 2
2. 2024-04-16 133544 Preliminary Plat



City Council Action Request

Council Meeting Date:	May 20, 2024	Agenda Item Number:	6.D.
Agenda Section:	Consent Items	Originating Department:	Planning and Development
Resolution:	No	Prepared By:	Christopher Corbett, Planning and Development Director
Ordinance:	Yes	Presented By:	Christopher Corbett, Planning and Development Director
Item:	Reschedule for June 3, 2024; Consideration to Rezone Parcel #95-280-2480 From R2 to GB		

RECOMMENDED ACTION:

Reschedule the Public Hearing for June 3, 2024, at 6:30 PM

OVERVIEW:

WALT'S: ZONING MAP AMENDMENT

On April 17, 2024, Matt Evans from Walt's, located at 1125 3rd Street Southwest presented to Planning Commissioners the proposal of building a storage garage on the property, which currently contains a parking lot. The property is currently zoned R2, and Walt's seeks to rezone it to General Business to accommodate the construction of the garage for storage purposes. On May 1, 2024, Planning Commissioners voted to approve the rezoning of the parcel from R2 to GB. The department of Planning and Development received a call from a nearby resident, Marlin Breems, who emphasized maintaining a residential look on the west-facing side of any new building. Planning & Development Director Corbett expressed that the proposed garage's orientation related to the residential character to the West, garage door access to the parking lot on the East, and avoiding additional curb cutouts to the South.

- May 6, 2024, City Council Introduction
- June 3, 2024, City Council Public Hearing

This structure has not been approved and will likely come back to the Planning Commission before submitting permits.

Setbacks for Residential are: 30,30,10,10

Setbacks for GB are below:

a. Lot Area (square feet)	10,000
b. Lot Width (feet)	50
c. Setbacks (feet)	
Front (r/w)	5*
Rear	10
Side, interior	10
Side, street (r/w)	25*

* All front or street setbacks along state/federal highways shall be a minimum of fifty (50) feet except for T.H.12 between 11th Street Southwest and Lakeland Drive.

(ORDINANCE 1512)

BUDGETARY/FISCAL ISSUES:

None

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Walts Rezoning Docs
2. SUMMARY PUBLICATION_WALTs_REZONING

WALT'S: ZONING MAP AMENDMENT (5-STAR PROPERTIES OF WILLMAR, LLC)

Walt's Car Wash has requested a zoning map amendment for Parcel # 95-280-2480, located at 1125 3rd St SW. The parcel is adjacent to their current 1st street SW location, directly across Roise Ave to the northwest. The parcel is currently zoned Residential-2 (R-2) and formerly contained a house with a large back parking lot. The house has recently been removed, leaving a vacant parking lot. Walt's proposes to construct a storage garage that will store equipment, supplies, etc. for the adjacent business. The garage will not be a service garage and will not be open to customers or the public. A storage garage is an accessory structure that is not allowed to be utilized in the R-2 zone without an accompanying primary structure. Walt's wishes to rezone the property to General Business (GB) to allow for the stand-alone storage garage use, rather than being forced to include some fashion of living quarters within the storage garage space to allow for the use in the R-2 zone.

Departmental Reviews:

WMU Water: WMU has a requirement of removal of unused services. WMU requests applicant to obtain determination of any unused services for the parcel.

WMU Electric:

No concerns.

Fire:

No Concerns.

Police:

No Concerns.

Public Works:

No Concerns.

Planning & Development:

The parcel abuts the GB-2 zone along first street, so concerns about spot zoning are alleviated. Furthermore, other businesses along first street have also been granted the rezone of similar backlots to GB-2 for business use purposes, so precedent for the rezone exists. A rezone would also be more efficient rather than applicant attempting to add some sort of living quarters to fit it into the current residential zone.

The current garage layout does not include any access or features on the West side, facing 3rd Street. Planning would prefer that the garage attempt to fit into the residential character of the neighboring residential properties along 3rd Street, which could be done with a door and windows facing 3rd Street. The current site plan also does not include any garage door access on the east side facing the current parking lot, perhaps that would be desired for parking lot access as well.

The current plan for south facing garage door access would require a new curb cutouts if it does not have access to the parking lot's current curb cutouts.

Building Official:

No Concerns.

Engineering: Letter attached.



Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

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

April 17, 2024

Christopher Frank, City Planner
City of Willmar
333 SW 6th Street
Willmar, MN 56201

Via e-mail: cfrank@willmarmn.gov

RE: Walt's Re-zone
City of Willmar, Minnesota
Project No.: OW1.124785

Dear Christopher,

We have reviewed the application materials submitted via email on April 12, 2024 for the above referenced project. We have the following comments:

1. A survey illustrating property boundaries, easements, existing utilities/improvements, and elevations shall be submitted for review.
2. The applicant shall submit an erosion control plan for review by the City of Willmar.
3. The applicant shall submit a grading plan for review by the City of Willmar.
4. The applicant shall submit a site plan for review by the City of Willmar.

We recommend that the above requested information be submitted prior to a building permit being issued for the improvements.

If you have any questions on the above, please call.

Sincerely,

Bolton & Menk, Inc.

Jared Voge, P.E.
City Engineer

95-280-1440

95-280-2500

95-280-2490
CROOM/JON W & JOANN J

95-280-2450
SCORE/RICHARD S

95-280-1460

5 STAR PROPERTIES OF WILLMAR
95-280-2480

95-280-1470

Roise Ave SW

1st St S

3rd St SW

Willmar

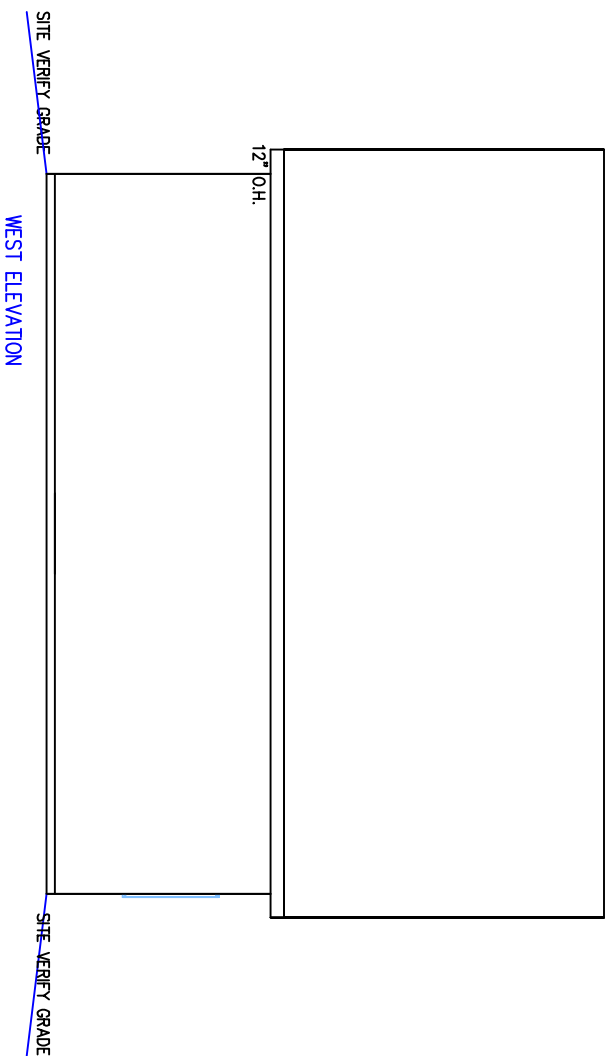
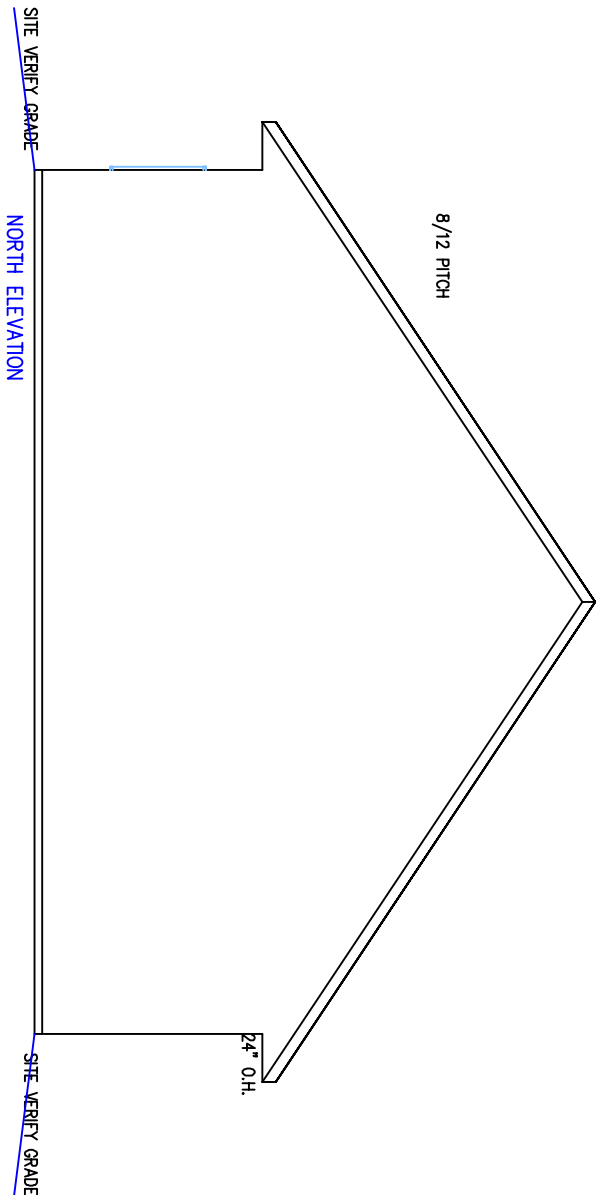
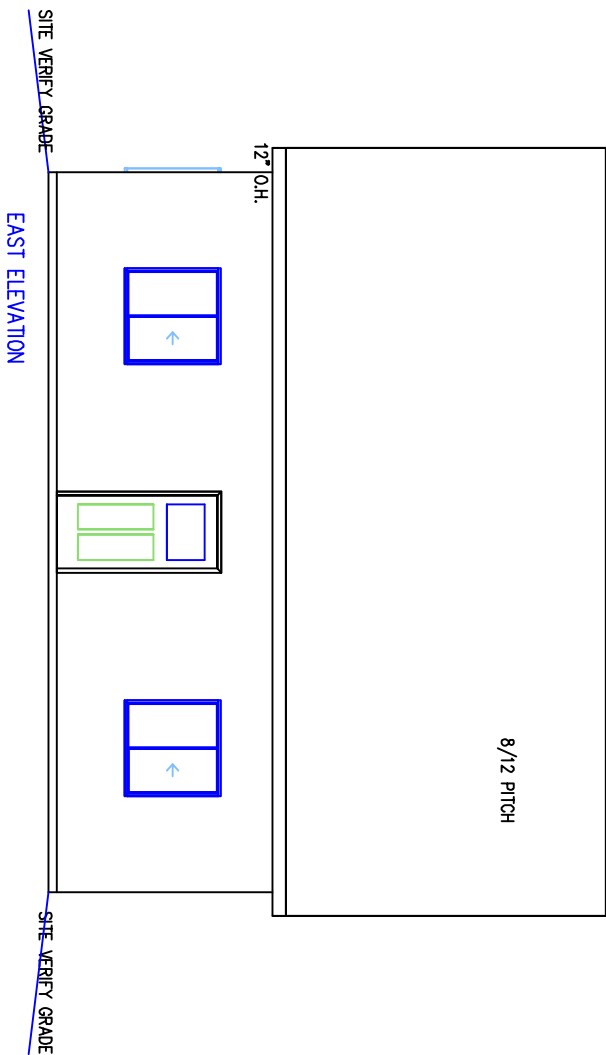
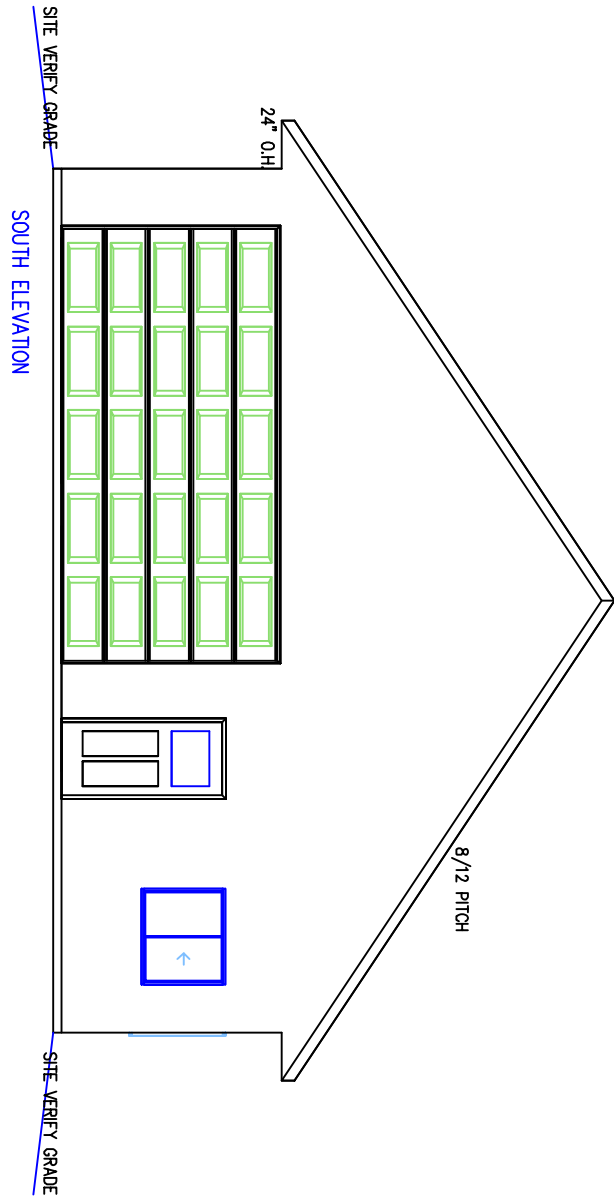
95-280-1620

95-280-2610
5 STAR PROPERTIES OF WILLMAR

71

95-280-1630

LOHSE/ROXANA & MIGUELA



WALT'S CARWASH BUILDING

SCALE: 1/8" = 1'-0"

These plans furnished by Perkins Lumber Co. Inc., were prepared by draftsmen who are not fully licensed as architects or architectural engineers. Perkins Lumber expressly disclaims any liability whatsoever for errors of any kind which may be found on these plans.

SUMMARY PUBLICATION OF CITY OF WILLMAR ORDINANCE NO. ____

**AN ORDINANCE AMENDING ORDINANCE NO. ____ KNOWN AS THE WILLMAR
ZONING ORDINANCE BY AMENDING THE ZONING MAP TO REZONE PARCEL
NUMBER: 95-280-2480 TO GENERAL BUSINESS DISTRICT (GB)**

Summary: Ordinance No. ____ amends the City's Zoning Map by rezoning Parcel Number: 95-280-2480 zoned as One – and Two-Family Residential District (R-2) to General Business District (G-B) changing the associated permitted and conditional uses and lot area, width and setback requirements within such district.

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



City Council Action Request

Council Meeting Date:	May 20, 2024	Agenda Item Number:	6.E.
Agenda Section:	Consent Items	Originating Department:	Recreation
Resolution:	Yes	Prepared By:	Rob Baumgarn, Recreation Director
Ordinance:	No	Presented By:	Justin DeLeeuw, Public Works Director
Item:	Purchase of Toro 5040 Sandpro from MTI Distributing		

RECOMMENDED ACTION:

To adopt a resolution approving the purchase of a 2024 5040 Toro Sandpro from MTI Distributing for the amount of \$39,564.73

OVERVIEW:

The Parks and Recreation Department is requesting to purchase a 2024 5040 Toro sandpro with attachments for the Civic Center Softball/Baseball Complex. Currently, the department has a 2015 Jacobson Sandpro. The Jacobson sandpro was originally part of the Public Works fleet and was transferred to the Parks and Recreation. The Jacobson sandpro has several mechanical issues, and it is recommended that this equipment be traded for a different sandpro. The staff was able to demo the 5040 Toro Sandpro from MTI Distributing. The 5040 Toro Sandpro with attachments fills the need to properly maintain the Civic Center Baseball/Softball Fields. MTI is a member of the state cooperative purchasing program. There is \$40,000 allocated in the 2024 vehicle improvement plan for this purchase. The 5040 Toro Sandpro has a wait list of 12-16 months for delivery.

BUDGETARY/FISCAL ISSUES:

Budget Break Down:

Revenue:

\$40,000 in vehicle improvement plan

Expense:

\$46,064.73 2024 5040 Toro Sand Pro

Minus -\$6,500 - TRADE- 2015 Jacobson Sandpro

Final Cost:

\$39,564.73 2024 5040 Toro Sandpro

ALTERNATIVES TO CONSIDER:

Don't approve the purchase or seek a different piece of equipment.

ATTACHMENTS:

1. Resolution for 2024 Sandpro
2. MTI Quote
3. Sand Pro 5040
4. 2015 Jacobson Sandpro

RESOLUTION NO. ____

**RESOLUTION APPROVING TO ADOPT A RESOLUTION APPROVING THE PURCHASE OF A 2024 5040
TORO SANDPRO FROM MTI DISTRIBUTING FOR THE AMOUNT OF \$39,564.73**

Motion By:_____

Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar to adopt a resolution approving the purchase of a 2024 5040 Toro Sandpro from MTI Distributing for the amount of \$39,564.73.

Dated this 20th day of May 2024

Douglas E. Reese, Mayor

Attest:

CITY CLERK



MTI Distributing
Equipment Quote
April 25, 2024



Rob Baumgarn
City of Willmar

Quote Expiration Date: 5/25/2024

MINNESOTA STATE CONTRACT PRICING - CONTRACT #243333

Qty	Model Number	Description	MN State Contract Price Each	MN State Contract Price Extended
1	08745	Toro Sand Pro 5040	\$23,251.02	\$23,251.02
1	08713	Flex Blade	\$1,281.54	\$1,281.54
1	08712	Front Lift Frame Assembly	\$2,354.82	\$2,354.82
1	08735	Carbide Tine Toolbar	\$1,591.20	\$1,591.20
1	08766	Sport Field Edger	\$4,351.62	\$4,351.62
1	08838	Midmount Toolbar System	\$1,574.82	\$1,574.82
1	08761	QAS Nail Drag	\$1,586.52	\$1,586.52
1	08762	Flex Groomer Kit	\$1,139.58	\$1,139.58
1	130-7852	Manual Drag Mat	\$1,501.82	\$1,501.82
1	108-9427	QAS A-Frame Assembly	\$527.01	\$527.01
1	08783	Front and Rear Remote Hydraulic Kit	\$3,127.02	\$3,127.02
1	LB 100-5040	Toro Front Mount Lip Broom	\$3,571.70	\$3,571.70
2	119-6898	Hydraulic Check Valve for Broom	\$103.03	\$206.06
Trade In:				
1	88043	Jacobsen Groom Master 88043-01660 Hours 461		-\$6,500.00
Equipment Subtotal				\$46,064.73
Trade In				-\$6,500.00
Subtotal				\$39,564.73
Sales Tax Exempt				\$0.00
Total				\$39,564.73

Quote validity: As a result of supply chain disruptions effecting availability and pricing, the pricing above cannot be guaranteed. Should you commit to a non-binding purchase commitment, a firm quote including finance rates will be provided when product becomes available.

Net 30 Terms with qualified credit

New Toro commercial equipment comes with a two-year manufacturer warranty

Equipment delivery and set-up at no additional charge

All commercial products purchased by a credit card will be subject to a 2.5% service fee.

Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us.

Andy Keyes
Commercial Sales Rep
612-456-0709

Scott Esterby
Inside Sales Rep
763-592-5641

MTI Distributing, Inc. • 4830 Azelia Ave• Brooklyn Center, MN 55429

I commit to the purchase as detailed on quote above. I reserve the right to opt out of intended purchase at any time prior to scheduled delivery. I understand that the quoted pricing above is not guaranteed and that I will be provided a new proposal when product becomes available.

Name:

Signature:

Date:

REQUEST A DEMO



■ Find a Distributor

- This unit was designed with the mechanic in mind, to simplify and increase access to all scheduled maintenance. The majority of scheduled maintenance projects can be accessed by lifting the operator seat. For increased access, the side and center quarter panels can be taken off by removing just a few bolts.
- The 3WD Series/Parallel™ traction drive improves traction in wet or heavy working conditions to get the job completed quickly. In traditional 3WD units all traction effort is lost as soon as one wheel slips. Series/Parallel™ ensures that you always have tractive effort with at least one wheel to keep your unit from getting stuck and losing precious time.
- Quick connect hydraulics make it simple to connect or disconnect any of the powered attachments in under a minute. This eliminates the need for dedicated equipment.
- For operator ease of use, and to improve the effectiveness of the steerable front attachments, hydraulic power steering is now available on the 5040 and a rugged gear drive system on the 3040. Both designs are now environmentally sealed to ensure long life and reduced maintenance.
- The trusted Vanguard® engine is fuel efficient, runs cooler and features a fully pressurized oil lubrication system for longer life.
- Easy to use and adapt to the next task. Having the right tool for the job increases the effectiveness of your crew and the efficiency





City Council Action Request

Council Meeting Date:	May 20, 2024	Agenda Item Number:	6.F.
Agenda Section:	Consent Items	Originating Department:	Recreation
Resolution:	Yes	Prepared By:	Rob Baumgarn, Recreation Director
Ordinance:	No	Presented By:	Jared Voge, City Engineer
Item:	Greater Minnesota Parks and Trails Legacy Grant Application and Resolution		

RECOMMENDED ACTION:

Approve supporting a grant funding application and resolution from the Greater Minnesota Parks and Trail legacy grant program for the construction of the Robbins Island Amphitheater.

OVERVIEW:

City Staff, Willmar Rotary, Engan Associates, and Bolton and Menk are working together to apply for the Greater Minnesota Parks and Trails legacy funding grant. This grant will help provide funding to construct the amphitheater project at Robbins Island. A city or county must submit the grant to be eligible for funding. If the city is awarded the grant, the project will be in the 2026 budget cycle and construction season. The deadline to apply for this grant is July 31st, 2024.

BUDGETARY/FISCAL ISSUES:

The Willmar Rotary is raising money for this project. Currently, there is a \$300,000 Rotary Amphitheater fundraising campaign. All the funding for this project will come from the Willmar Rotary or private donations.

ALTERNATIVES TO CONSIDER:

Dont approve applying for the grant

ATTACHMENTS:

1. Resolution for Amphitheater
2. Resolution for Grant Application and Funding
3. Funding Application Overview

RESOLUTION NO. _____

**ROBBINS ISLAND AMPHITHEATER LICENSE AND DONATION ACCEPTANCE
AGREEMENT**

Motion By: _____ Second By: _____

BE IT RESOLVED by the City Council of the City of Willmar Authorize submission of a grant funding application for the Greater Minnesota Parks and Trail Legacy Grant Program for the construction of the Robbins Island Amphitheater.

Dated this 20th day of May 2024

Douglas E. Reese, Mayor

Attest:

CITY CLERK

LOCAL GOVERNMENT RESOLUTION - LEGACY

Resolution approving a Greater Minnesota Legacy Grant application to the Greater Minnesota Regional Parks and Trails Commission and Minnesota Department of Natural Resources for the Robbins Island Regional Park Amphitheater project.

WHEREAS, City of Willmar has the right and authority to sponsor a grant funding request to the Greater Minnesota Regional Parks and Trails Commission (GMRPTC).

WHEREAS, City of Willmar has a right and authority to act as Legal Sponsor for the State Grant Application (the "Application") and will work with the Minnesota Department of Natural Resources ("DNR"), in developing a Grant Agreement relating to the funding which may be awarded by the GMRPTC.

THEREFORE, BE IT RESOLVED, That the Applicant certifies it has read and understands the Office of Grants Management Conflict of Interest Policy 08-01, will maintain an adequate Conflict of Interest Policy and monitor and report any actual, potential, or perceived conflicts of interest to the GMRPTC and DNR.

BE IT FURTHER RESOLVED, that the Applicant confirms all of the information in its Application and further confirms that it has no expectation of, or entitlement to, reimbursement of costs incurred prior to grant agreement execution date and, if applicable, it has not entered into a written purchase agreement to acquire property described in its Application if grant funds are to be used for the purchase.

BE IT FURTHER RESOLVED, that the Applicant has or will acquire a fee interest ownership or permanent easement over the land described in the Application for regional parks and regional special feature parks as applicable. The applicant has or will acquire a fee interest, permanent or perpetual easement or minimum twenty (20) year lease over the land described in the Application for regional trails or regional special feature parks, as applicable and approved, before the project proceeds.

BE IT FURTHER RESOLVED, that the Applicant agrees that it will comply with all applicable laws, regulations and requirements as stated in the Grant Agreement with the DNR, including dedicating the park property for uses consistent with the grant agreement into perpetuity or for trails, committing to maintain the trails for a period of not less than twenty (20) years, and dedicating all land acquired under the project for uses consistent with the grant agreement into perpetuity.

BE IT FURTHER UNDERSTOOD, that the GMRPTC will confirm at such time that it has made the award of funds authorizing a Grant Agreement to be developed between the DNR and the Applicant.

IN WITNESS WHEREOF, the foregoing executed as of _____, 20 ____.

APPLICANT

City of Willmar, Leslie M. Valiant

By: _____
Print Name: _____

Its: Authorized Representative

Funding Application Portal Instructions



March 2024

FY2026 Funding Application Available 4/1/2024 through 7/31/2024

Introduction: The following document outlines the contents of the online Funding Application portal. The portal is available to any City or County in Greater Minnesota that operates a Regionally Designated park or trail facility that is eligible to apply for Legacy Parks and Trails funding. Applications must be completed online at <http://www.gmrptcommission.org/applications.html>. *Each bullet is an information item that must be completed in the application, with additional guidance in brackets.* Attachments are encouraged and, in some cases, required. For assistance contact the System Plan Coordinator at coordinator@gmrptcommission.org.

Overview

This year's application has been updated based on feedback from last year's applicants and changes to the Commission's goals. Please review the Funding Guidelines and Criteria document. A Master Plan Linkage tool can help link key items in your application to your online Master Plan. Please contact the

****Project Contract Deliverables Note****

Depending on the project, the following may be required:

If funded, the grant contract will be executed by the Department of Natural Resources (DNR) on behalf of the Commission. Therefore, all DNR contract requirements must be fulfilled and include (but not limited to) the following:

- ✓ Completion of an Environmental Assessment Statement (EAS). Review of the project by the DNR's Natural Heritage Information System Review.
- ✓ Compliance with water and wetlands regulations (per DNR grant guidelines).
- ✓ Compliance with Minnesota Environmental Quality Board (EQB) Environmental Review rules for trail projects.
- ✓ Pre-review of the project from the Minnesota State Historical Preservation Office (SHPO).
- ✓ Consultation with relevant Tribal Historic Preservation Offices (THPO) to assess cultural resources on site is highly recommended.

The above items should be initiated upon notification of award, prior to the execution of the grant contract in order to allow for long review times. Check with your DNR contract manager for additional guidance.

- ✓ For trails projects, a Land Approval Certificate Form signed by all administrators of public land crossed or utilized by the trail project AND a completed long term or permanent lease/easement on land not owned by applicant.
- ✓ Provide twice per year project status and final project reports (with photos) to the GMRPTC.
- ✓ NO grant funds nor match may be expended until there is a fully executed contract. Work on the pre-contract items must be completed prior to contract execution per DNR requirements.

More information on post-award requirements can be found at https://www.dnr.state.mn.us/grants/recreation/pt_legacy.html

GMRPTC at coordinator@gmrptcommission.org with any comments, questions or suggestions you have about the application itself.

Special Eligibility Notes for Fiscal Year 2026

- All infrastructure or physical development projects must have a minimum \$25,000 grant request. CPO or Environmental Review projects may be less.
- Archeological Survey, Phase I and II Environmental or other SHPO or state Review, and Tribal Historic Preservation Office collaboration projects are now eligible as a stand-alone, pre-development Environmental Project application. A minimum 20% match is required, with a maximum grant request of \$50,000. All other contract restrictions apply. Contact Commission staff for details.
- Contingency funds are now allowable in project budgets up to 10% of development costs. The contingency must be included in the local match and will not be funded by Legacy. If the proposed project does not use the contingency, the funds must still be spent under the grant contract as mutually agreed to by the applicant and GMRPTC.

Master Plan Linkage Feature



This linkage icon is located next to most of the items in the Funding Application. Its purpose is to allow the applicant to create a direct link between specific items in the Funding Application and supporting information in the Master Plan. This helps the applicant to directly show how the Funding Application fulfills parts of the Master Plan.

By clicking the icon, the Master Plan for that park or trail will pop up in a separate box. Simply scroll through the Master Plan until you find the description or item that you wish to link to, set your cursor on that item and click on the icon. A new “anchor” icon will appear in the Funding Application that will take reviewers directly to the appropriate item in the Master Plan. Currently the system is only capable of one link per application item.

THIS IS NOT A SUBSTITUTE for providing detailed project information in the Funding Application. Successful applications will show how they complete regionally-significant components of the Master Plan; this link is a way for the applicant to support that goal. Applicants should focus on providing links to key Master Plan information, particularly in these application components:

- Project Description
- Connection to a Regionally Substantial Component of the Master Plan

They can also provide linkages that support any other application component that is useful and relevant. Common items may include acres of restored parks, project cost breakdown, or project outcomes.

General Tab

This section provides the basic information about the park or trail and the applicant organization. All fields are required.

- GMRPTC Park or Trail ID # [Set by the system]
- Funding Application Number [Autofilled by system]
- Park/Trail Name [Autofilled by system]

- Last Update [Automatically updates when information about the park or trail was last updated.]
- Existing Acres or Miles [Number of current acres or miles as the facility exists today.]
- District [Autofilled by system]
- Project Name [Provide a title that describes the key focus of the funding request, such as “Nature Trail Area Restoration” or “Environmental Learning Center Construction.” A project may be developed by any local government or joint powers, but a City or County needs to be the official applicant and fiscal agent for the project.]
- Project Overview [Provide a maximum 75 word overview of the project that helps communicate project scope and outcomes for public and legislative reporting.]
- Project Description [Describe in detail the project(s) that would be covered under this funding request. Include current pictures of the project site and descriptions of what is going to change in each picture. Description should EXPLICITLY tie back into the Master Plan’s Implementation Plan for the designated park or trail to aid review of this request relative to the full implementation plan. Carefully review the “Considerations for Funding” and the “Application Guidance for Connecting People to the Outdoors Programming and Accessibility Projects” in the Funding Guidelines and Criteria.]
- Project Area and Facility Maps [See “Map Content Requirements” and “Plan Requirements” at the end of this document.]
- Applicant Organization [The lead organization must be a city, county, or tribal authority in Greater Minnesota. The lead organization should be the city, county, or tribe leading this particular funding request and a part of the overall joint organization described in the Master Plan, if not the overall lead organization.]
- Lead Contact Full Name
- Lead Contact Title
- Mailing address, Phone, Email (lead applicant)

Funding Tab

This section describes the project that is requested for funding.

Description

- Development, Restoration, or Both [Drop Down Button]
- Funding Category: Park, Linear Trail, Connecting People to the Outdoors, or Environmental [multiple Radio Button selection] [Applicant should select any and all funding categories that apply. “Park” refers to infrastructure projects located within a park property, including trails that are largely contained within that park. “Linear Trail” refers to infrastructure projects located on a linear trail corridor, including the trail itself and related trailheads or features. “Connecting People to the Outdoors” includes any recreation programming based out of a regionally-designated facility or accessibility infrastructure improvements, including enhanced signage, multilingual signage or website updates, equipment and transportation. “Environmental” refers to a stand alone project to complete the initial environmental review and development scoping to ensure that a proposed project is viable, including SHPO, EAW or other reviews, and THPO coordination. Applications that identify more than one category should clearly differentiate between those components in the descriptions and budget.

- Acres of Park Land to be Acquired [Enter amount]
- New Trail Miles to be Acquired [Enter amount, radio button for Types: Existing Easement, New Easement, Fee Title ROW]
- New Trail Miles Developed [Enter amount]
- Miles of Trail Restored or Improved [Enter amount]
- Trail head facilities developed [Enter number]
- Number of trail bridges/culverts to be developed or restored [Enter number]
- Number of Connecting People to the Outdoors Programs created or administered [Enter number] [The number of CPO programs is the total of individual, discrete events or activities that include a defined group of individuals. For instance, a series of three snowshoeing events that attract a different audience each time would count as three programs. A series of six weekly, one hour classes with the same group of school children would count as one program. More programs does not equate to a better score; effectiveness in accomplishing participation and retention goals is more important.]
- Anticipated number of participants/users in Connecting People to the Outdoors project [Enter number]

Project Outcomes

- Evaluation of Impact [Applicants must describe how you will evaluate the outcomes of the project. What are the specific deliverables, i.e. number of users benefitted, perceived quality of facility, protection of a resource, etc.? How will the project be evaluated/measured compared to the deliverables?]
- Select Legacy Pillars (A link to the 25-Year Legacy Plan is included. Only check those pillars that are directly and clearly supported by your project.) [The following four Pillars serve as the heart of the 25-year, long-range Parks and Trails Legacy Plan, establishing the future direction for parks and trails of state and regional significance. Select pillars supported by your project. • Connect People and the Outdoors: better develop Minnesota’s stewards of tomorrow through efforts to increase life-long participation in parks and trails. • Acquire Land, Create Opportunities: create new and expanded park and trail opportunities to satisfy current customers as well as to reach out to new ones. • Take Care of What We Have: provide safe, high-quality park and trail experiences by regular re-investment in park and trail infrastructure, and natural resource management. • Coordinate Among Partners: enhance coordination across the large and complex network of public, private, and non-profit partners that support Minnesota’s parks and trails to ensure seamless, enjoyable park and trail experiences for Minnesotans.]
- Connection to Pillars [Describe how the project reasonably supports or fulfills each of the pillars selected above. It is not necessarily more valuable to support more pillars rather than less. The quality of the connection is also important. Note application guidance and criteria for both physical construction and “Connecting People to the Outdoors” projects in the *Funding Guidelines and Criteria*. Address those criteria directly where possible.]
- Connection to a Regionally Substantial Component of the Master Plan [Describe how the project completes a user-friendly, regionally substantial or impactful component of the Master Plan. Descriptions of or links to Master Plan priorities or phases that match the project are required.]

Project Readiness

- Project Lead [Describe how the lead applicant/agency is qualified and experienced in delivering this type of project or has established partnerships or other mechanisms to ensure project success. Include professional credentials of any involved or anticipated staff or consultants/contractors.]
- Implementation Timeline [Describe the project timeline, should funding be awarded and a grant contract offered for early FY2026 (grant contract period starting after July 1, 2025, terminating June 30, 2028.)]
- Availability for Public Use [All facilities must be designed and available for general public use and open during typical park and trail hours. This includes restrooms, picnic shelters, campgrounds, playgrounds and other structures. For parks that include marina or campground facilities, an appropriate percent of the spaces shall be available for short term rental and an equitable method of allocating long-term rentals shall be used. Personal property including vehicles, decks, buildings, and signs must be removed at the end of each use season.

State the specific hours of operation and any current or anticipated programmed use for the facilities proposed to be funded with this application. Also describe any arrangements with schools, local organizations, clubs or city programs for the use of the facilities. Explain how this may impact facility availability to the general public. Describe what fees, if any, will be charged for use of the park facilities and/or access to the park?]

- Design Standards [All projects must meet current industry and state of Minnesota design standards and are encouraged to exceed relevant Americans with Disability Act standards and state regulations. The GMRPTC requires all Connecting People to the Outdoors projects to identify and consider all barriers to access, such as cultural, auditory, sight, mobility, and language, and has specific strategies to address the ones viable to this project. Describe which standards the proposed project components meet and the qualifications of the certified professional who will be signing off on this project.]

STATEMENT OF ACCESSIBILITY: All facilities improved with this grant project and all critical components of the park listed below, must be made compliant with the ADA requirements even if they are not part of this application proposal.

Critical components include:

- Accessible parking spaces serving each park area.
- Accessible restrooms, if restrooms are provided.
- Accessible drinking water, if drinking water is provided.
- Access routes to all critical components and recreation facilities provided in the park. For this program, an access route must be a minimum of 5 feet wide, slip resistant, firm and stable.

If a grant is awarded, part of the grant will be withheld pending verification of ADA compliance by an on-site final inspection.

The following design standards documents are available at <https://www.access-board.gov/>:

ADA Standards for Accessible Design, 2010 (For local government facilities and certain recreation facilities including playgrounds, recreational boating facilities, and fishing piers)

Final Guidelines for Outdoor Developed Areas, 2013 (For outdoor developed areas such as campgrounds, picnic areas, trails, and beaches).

Applicant should state that they have reviewed and understand the ADA standards, final accessibility guidelines and our program requirements, stated above, and agree to comply with these requirements.

- Sustainability Plan [Infrastructure projects must include a plan for sustaining the facility through its full life cycle, including how and when maintenance and refurbishment/rehabilitation will be funded. Mountain bike and other natural surface trails must consider trail reconstruction/refresh needs on a 5-7 year basis to ensure trails are kept in best possible condition. Early life cycle repair and rehabilitation costs are not typically funded, particularly if original construction was Legacy funded. Connecting People to the Outdoors projects are required to submit sustainability plans per the GMRPTC Non-infrastructure Policy.]
- Project Cost Breakdown [Provide a list of the key acquisition, development and programming elements along with associated costs. Intent is to outline how the funding will be allocated along with associated costs and how that element helps achieve the facility's regional purpose. Add attachments with additional background and cost breakdown as is available. Park and trail construction costs must be prepared by professional licensed architects or engineers; land acquisition costs must be prepared in accordance with State of Minnesota public appraisal requirements. Review the list of *Project Eligibility Guidelines* in the **Funding Guidelines and Criteria** document]

Funding Request Breakdown Please use valid currency formats (e.g. \$100,000/100,000/100000)

- Grant Funding Request [Provide total amount of regional grant funds being requested through Greater Minnesota Regional Parks and Trails Commission.]
- Local Match [Provide amount of non-state matching funds (cash only, not in-kind funding) from each of the project partners. Identify project partner in adjacent box. If no non-Legacy match is provided, place a 0 (zero) in the box. Qualified match consists of non-state funds that will be spent on the project only after the GMRPTC grant agreement is finalized.]
- Funder Listing [Space for up to 5 local match sources provided] [Funding request resolutions are required for all agencies providing a local match.]
- Non-Eligible Local Match [Provide amount of local-level or non-eligible funds used to complete non-eligible project components.]
- Non-Eligible Item Description [Describe how non-eligible project components are being funded. Check funding guidelines for eligible and ineligible costs.]
- Total Funding [Total amount of regional Legacy grant funds being requested plus total amount of non-Legacy match being provided.]
- Percentage of local match [Percentage of non-Legacy match relative to overall project budget.]
- Completion Timeframe [Provide the length of time needed (in months) to complete the project once funding is authorized.]

Funding Request Resolutions [Resolutions of support using the Commission's funding request resolution form are required for all joint applicants and partners. Park or trail projects are not eligible for funding until resolutions are attached.]

- Attach Resolutions from each Project Applicant [Required Template provided in the Application Toolbox.]
- Budget Worksheet [A completed version of the budget template provided must be attached. A blank version of the budget template is available on the application portal or in the Application Toolbox.]
- Appraisal [For projects that include property acquisition, a qualified appraisal meeting DNR

regulations must be completed and submitted with the application.

Appraisals must be performed by a qualified licensed appraiser and meet the Uniform Standards of Professional Appraisal Practice (USPAP) and the DNR Supplemental Appraisal and Appraisal Review Guidelines.

Submit an appraisal report and a completed DNR Appraisal Certification Form. The appraisal must include the DNR as an intended user and the landowner or designated representative must be given an opportunity to accompany the appraiser during the inspection of the property.

To ensure the appraiser understands the appraisal requirements, we suggest using the sample engagement letter provided.

Appraisals will be reviewed by the state to ensure that they meet applicable standards. If the appraisal is not accepted, the applicant will be contacted for additional clarification or modification. If you or the appraiser has any questions, please contact the program staff assigned to your area prior to completing the appraisal assignment.]

Map Content Requirements

The GMRPTC has adopted mapping standards that meet DNR requirements for funding applications.

LOCATION MAP

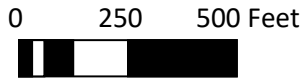
Provide a map that shows the location of the park or trail within your region. The map should identify the main roads in the community to access the park.

PARK AND TRAIL MAPS

Park Map: This site map must be drawn to scale, show the existing park boundary, all facilities now in the park and all acquisition and/or development listed in the Cost Breakdown. All facilities must be identified with legible labels.

Include the following:

- Draw and label the complete park boundary. This boundary must include all contiguous lands currently owned by the applicant and managed for public recreation and any additional land to be acquired with this grant.
- Entrance to site and location of existing or proposed public parking facilities.
- Location of all existing and planned recreation and support facilities such as restrooms, shelters, trailheads, culverts or bridges, and potable water, clearly identifying the proposed project items listed in the budget.
- Access routes connecting each facility to accessible parking.
- Indicate any rights-of-way, easements, reversionary interests, etc. to the park area including overhead utility lines.
- Geographic reference point such as a section corner or designated road intersection.
- All lakes, rivers, streams and wetlands and adjacent land uses.
- Acreage of the park and/or each parcel to be acquired.
- North arrow and Graphic Bar Scale using the example below:



Trail Map: This map should be in color and be effective at showing the trail identified in the cost breakdown.

Color Coding

- Red Park boundary
- Green Existing park facilities or trail
- Yellow Acquisition and/or development accomplished with this grant
- Blue Future acquisition, development and/or trail extension

Site Plan Requirements

Please submit all applicable plan(s) according to the directions provided. These plan requirements are in addition to the map requirements listed above.

Building Plans

All buildings constructed with grant funds must meet the State Building Code. Building plans are required for all proposed facilities to ensure the development addresses accessibility and design priorities. Plans must include the following:

1. Front and side views.
2. A floor plan with all dimensions.

Trail Plans

Trail plans are required for projects that include the development of any type of trail and should include the following:

1. A typical cross section and alignment (typically at one mile per page scale) of the trail, including identification of features or amenities that impact the trail such as intersections, curbs, bridges, etc.
2. The trail width, surfacing and base materials

For the purposes of this grant program a multipurpose trail should be designed to a minimum 10' width. In some cases this minimum width may not be adequate and a width of 12' or more may be appropriate. All access routes connecting park facilities and parking lots must be a minimum of 5 feet wide.

Playground Plans

Naturescape and traditional playground designs must provide a high degree of safety and accessibility. The facility should be designed to provide an integrated play setting for both children and parents/care providers of all abilities. The playground must be built according to the plan provided if a grant is awarded.

Playground facilities should be designed using the ADA Accessibility Guidelines, Chapter 10, 1008 Play Areas. Applications that do not include enough information to determine the degree of accessibility and

safety typically do not rank high enough for funding.

The plan must be legible and:

- 1.Show all the proposed playground components and all existing components that will remain. Label each component with its name and the height of its useable surfaces.
- 2.Indicate which components are ground level and which are elevated.
- 3.Highlight in yellow all accessible components.
- 4.Identify all type(s), depth(s) and location(s) of the fall-protection surfacing.
- 5.Highlight in green all accessible surface areas.



City Council Action Request

Council Meeting Date:	May 20, 2024	Agenda Item Number:	6.G.
Agenda Section:	Consent Items	Originating Department:	City Clerk
Resolution:	Yes	Prepared By:	Vernae Larsen, City Clerk
Ordinance:	No	Presented By:	Vernae Larsen, City Clerk
Item:	Willmar Baseball Boosters Association Conduct Off-Site Lawful Gambling Application		

RECOMMENDED ACTION:

Approve the Willmar Baseball Boosters Association Conduct Off-Site Lawful Gambling Application

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

1. Conduct Off-Site Lawful Gambling Application
2. Conduct Off-Site Lawful Gambling Resolution

LG230 Application to Conduct Off-Site Gambling**No Fee****ORGANIZATION INFORMATION**

Organization Name: Willmar Baseball Boosters Association License Number: 95212

Address: PO Box 409 City: Willmar, MN Zip: 56201

Chief Executive Officer (CEO) Name: Mike Fagerlie Daytime Phone: 320-212-3637

Gambling Manager Name: Andrew DeBoer Daytime Phone: 320-295-1692

GAMBLING ACTIVITY

Twelve off-site events are allowed each calendar year not to exceed a total of 36 days.

From 7 / 1 / 24 to 7 / 1 / 25

Check the type of games that will be conducted:



Raffle



Pull-Tabs



Bingo



Tipboards



Paddlewheel

GAMBLING PREMISES

Name of location where gambling activity will be conducted: Bill Taunton Stadium

Street address and
City (or township): 1401 22nd St. SW Zip: 56201 County: Kandiyohi

- Do not use a post office box.
- If no street address, write in road designations (example: 3 miles east of Hwy. 63 on County Road 42).

Does your organization own the gambling premises?



Yes If yes, a lease is not required.



No If no, the lease agreement below must be completed, and signed by the lessor.

LEASE AGREEMENT FOR OFF-SITE ACTIVITY (a lease agreement is not required for raffles)

Rent to be paid for the leased area: \$0 (if none, write "0")

All obligations and agreements between the organization and the lessor are listed below or attached.

- Any attachments must be dated and signed by both the lessor and lessee.
- This lease and any attachments is the total and only agreement between the lessor and the organization conducting lawful gambling activities.
- Other terms, if any:

Lessor's Signature: _____ Date: _____

Print Lessor's Name: _____

CONTINUE TO PAGE 2

Acknowledgment by Local Unit of Government: Approval by Resolution

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: <u>Willmar</u>	County Name: _____
Date Approved by City Council: _____	Date Approved by County Board: _____
Resolution Number: _____ (If none, attach meeting minutes.)	Resolution Number: _____ (If none, attach meeting minutes.)
Signature of City Personnel: _____	Signature of County Personnel: _____
Title: _____ Date Signed: _____	Title: _____ Date Signed: _____
Local unit of government must sign.	Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.) Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date Signed: _____

CHIEF EXECUTIVE OFFICER (CEO) ACKNOWLEDGMENT

The person signing this application must be your organization's CEO and have their name on file with the Gambling Control Board. If the CEO has changed and the current CEO has not filed a LG200B Organization Officers Affidavit with the Gambling Control Board, he or she must do so at this time.

I have read this application, and all information is true, accurate, and complete and, if applicable, agree to the lease terms as stated in this application.



Signature of CEO (must be CEO's signature; designee may not sign)

 Date 5/10/2024
Mail or fax to:

Minnesota Gambling Control Board
 Suite 300 South
 1711 West County Road B
 Roseville, MN 55113
Fax: 651-639-4032

No attachments required.

Questions? Contact a Licensing Specialist at 651-539-1900.

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

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

Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public.

If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.

Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor; national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

RESOLUTION NO.

**REQUESTING THAT THE MINNESOTA GAMBLING CONTROL BOARD APPROVE THE APPLICATION
FOR A CONDUCT OFF-SITE PERMIT FOR THE WILLMAR BASEBALL BOOSTERS ASSOCIATION**

Motion By: _____ Second By: _____

WHEREAS, the Willmar Baseball Boosters Association has applied to the Minnesota Gambling Control Board to obtain a Conduct Off-Site Permit for a Gambling License at the Bill Taunton Stadium located at 1401 22nd Street SW.

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

Dated this 20th day of May, 2024.

MAYOR

ATTEST:

CITY CLERK



City Council Action Request

Council Meeting Date:	May 20, 2024	Agenda Item Number:	6.H.
Agenda Section:	Consent Items	Originating Department:	City Clerk
Resolution:	No	Prepared By:	Vernae Larsen, City Clerk
Ordinance:	No	Presented By:	Vernae Larsen, City Clerk
Item:	Consideration of State Temporary Liquor Permits Willmar Baseball Association		

RECOMMENDED ACTION:

Approve the State Application and Permit for 1 Day to 4 Day Temporary On-Sale Liquor Licenses on a Roll Call Vote

OVERVIEW:

The Willmar Baseball Association; a non-profit organized under the laws of the State of Minnesota, has plans to purchase and sell alcohol during their Amateur Baseball Playoff events located at Baker Field which will be held July 31, August 1 & 2, August 3 & 4, and August 9, 10 & 11, 2024. State Application and Permit for a 1-Day to 4-Day Temporary On-Sale Liquor License is required to distribute or consume alcohol on City property. Municipal Code Section 3-173 states a temporary license shall only be issued to a club, charitable, religious, or other nonprofit organization that has been in existence for at least three (3) years.

BUDGETARY/FISCAL ISSUES:

\$100 application fee per event

ALTERNATIVES TO CONSIDER:

Deny the serving of alcohol during the baseball playoff events

ATTACHMENTS:

None



City Council Action Request

Council Meeting Date:	May 20, 2024	Agenda Item Number:	6.I.
Agenda Section:	Consent Items	Originating Department:	City Clerk
Resolution:	No	Prepared By:	Vernae Larsen, City Clerk
Ordinance:	No	Presented By:	Vernae Larsen, City Clerk
Item:	Consideration of a Municipal Owned Property On-Sale Liquor License Holder Permit –Spurs Corporation		

RECOMMENDED ACTION:

Approve the Municipal Owned Property by On-Sale Liquor License Holder on a Roll Call Vote

OVERVIEW:

The Spurs Corporation dba Spurs Grill and Bar has plans to sell alcohol during the Willmar Fests Block Party on June 20, 2024. A Municipal Owned Property by an On-Sale Liquor License Holder permit is required to distribute or consume alcohol on municipal property. Willie Gonzalez is listed as the on-site employee.

BUDGETARY/FISCAL ISSUES:

\$100 Application Fee

ALTERNATIVES TO CONSIDER:

Deny the serving of alcohol during this event

ATTACHMENTS:

None



City Council Action Request

Council Meeting Date:	May 20, 2024	Agenda Item Number:	6.J.
Agenda Section:	Consent Items	Originating Department:	City Clerk
Resolution:	No	Prepared By:	Vernae Larsen, City Clerk
Ordinance:	No	Presented By:	Vernae Larsen, City Clerk
Item:	City Park Special Event by On-Sale Liquor License Holder Permit—Spurs Corporation		

RECOMMENDED ACTION:

Approve the City Park Special Event by On-Sale Liquor License Holder Permit on a Roll Call Vote

OVERVIEW:

The Spurs Corporation dba Spurs Grill and Bar has plans to sell alcohol during the Willmar Fests Splash Over Water Ball Fights at Robbins Island on June 23, 2024. A City Park Special Event by On-Sale Liquor License Holder Permit is required to distribute or consume alcohol on the City park grounds. Willie Gonzalez is listed as the on-site employee.

BUDGETARY/FISCAL ISSUES:

\$100.00 Application Fee

ALTERNATIVES TO CONSIDER:

Deny the serving of alcohol during their event

ATTACHMENTS:

None



City Council Action Request

Council Meeting Date:	May 20, 2024	Agenda Item Number:	6.K.
Agenda Section:	Consent Items	Originating Department:	City Clerk
Resolution:	No	Prepared By:	Vernae Larsen, City Clerk
Ordinance:	No	Presented By:	Vernae Larsen, City Clerk
Item:	Consideration of State Temporary Liquor Permit-Willmar Lakes Rotary Club		

RECOMMENDED ACTION:

Approve the State Application and Permit for 1 Day to 4 Day Temporary On-Sale Liquor License on a Roll Call Vote

OVERVIEW:

The Willmar Lakes Rotary Club; a club organized under the laws of the State of Minnesota, has plans to purchase and sell alcohol during the Willmar Fests Inc. Beach Party event located at Robbins Island which will be held June 22, 2024. State Application and Permit for a 1-Day to 4-Day Temporary On-Sale Liquor License is required to distribute or consume alcohol on City park property. Municipal Code Section 3-173 states a temporary license shall only be issued to a club, charitable, religious, or other nonprofit organization that has been in existence for at least three (3) years.

BUDGETARY/FISCAL ISSUES:

\$100 application fee per event

ALTERNATIVES TO CONSIDER:

Deny the serving of alcohol during the event

ATTACHMENTS:

None



City Council Action Request

Council Meeting Date:	May 20, 2024	Agenda Item Number:	6.L.
Agenda Section:	Consent Items	Originating Department:	City Clerk
Resolution:	No	Prepared By:	Vernae Larsen, City Clerk
Ordinance:	No	Presented By:	Vernae Larsen, City Clerk
Item:	Consideration of State Temporary Liquor Permits- Willmar Lakes Rotary Club		

RECOMMENDED ACTION:

Approve the State Application and Permit for 1 Day to 4 Day Temporary On-Sale Liquor Licenses on a Roll Call Vote

OVERVIEW:

The Willmar Lakes Rotary Club; a club organized under the laws of the State of Minnesota, has plans to purchase and sell alcohol during their “Rockin’ Robbins” Community Festivals located at Robbins Island which will be held July 16, July 23, July 30, and August 6, 2024. State Application and Permit for a 1-Day to 4-Day Temporary On-Sale Liquor License is required to distribute or consume alcohol on City park property. Municipal Code Section 3-173 states a temporary license shall only be issued to a club, charitable, religious, or other nonprofit organization that has been in existence for at least three (3) years.

City Council has approved these events since 2016, at the Robbins Island location.

BUDGETARY/FISCAL ISSUES:

\$100 application fee per event

ALTERNATIVES TO CONSIDER:

Deny the serving of alcohol during the Community Festivals

ATTACHMENTS:

None



City Council Action Request

Council Meeting Date:	May 20, 2024	Agenda Item Number:	6.M.
Agenda Section:	Consent Items	Originating Department:	Finance
Resolution:	No	Prepared By:	Tom Odens, Finance Director
Ordinance:	No	Presented By:	Vernae Larsen, City Clerk
Item:	2025 Budget Calendar		

RECOMMENDED ACTION:

Motion to approve the 2025 Budget Calendar

OVERVIEW:

As part of the city budget process, the City Council have reviewed and approved the budget calendar. The budget calendar outlines dates and processes for Council and staff to follow to meet all the required timeframe established by state law.

BUDGETARY/FISCAL ISSUES:

None

ALTERNATIVES TO CONSIDER:**ATTACHMENTS:**

1. 2025 Budget Calendar

2025 BUDGET CALENDAR

CALENDAR

PROPOSED ACTION

May 13, 2024 (Week of)	Budget Calendar: Mayor, City Administrator and Finance Director to meet on establishing the Budget Calendar.
May 20, 2024	CITY COUNCIL adopts Budget Calendar
June 12, 2024	Administration reviews Capital Improvement Program (CIP) with Department Heads.
June 19, 2024	Planning Commission Reviews CIP-City Charter Article IV. Section 4.02 subd 4
July 12, 2024 (No Later)	Administration & Finance review 5-year CIP with Mayor.
July 22 or 29, 2024	City Council has CIP work session: Charter Article III, Section 3.04 (C); Mayor shall prepare or cause to be prepared and submitted to the Council a five (5) year capital program at least three (3) months prior to the final date for submission of the proposed budget.
August 5, 2024 (Week of)	Mayor meets with the City Administrator and Finance Director to prepare the Mayor's Proposed Budget. Finance will have draft 2025 Budget including CIP.
August 24, 2024	Publish a notice in the paper telling the public both the proposed Operating and Capital Improvement Budgets are on file and are open for inspection.
September 3, 2024 (Tuesday)	Mayor presents Proposed Budget to CITY COUNCIL. Adopt and Certify Proposed Levy to the County Auditor for the Truth in Taxation Requirements.
September 16, 2024	Continuation hearing if needed for Truth in Taxation.
October 14, 2024	Council budget work session
November 16, 2024	Publish notice in the paper telling the public both the Operating and Capital Improvement Budgets will be discussed at the Truth in Taxation Hearing.
December 2, 2024	City Council shall hold Truth in Taxation hearing to study the Proposed Budget. Date determined by County and School District Hearings.
December 16, 2024	Continuation hearing if needed to Adoption of the Budget.
December 31, 2024	LAST DAY to Certification of the Tax Levy to the County.



City Council Action Request

Council Meeting Date:	May 20, 2024	Agenda Item Number:	6.N.
Agenda Section:	Consent Items	Originating Department:	Finance
Resolution:	No	Prepared By:	Tom Odens, Finance Director
Ordinance:	No	Presented By:	Vernae Larsen, City Clerk
Item:	Accounts Payable Report, 5-3-24 to 5-15-24		

RECOMMENDED ACTION:

Review and Approve Accounts Payable Listing

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

Reduction of Departmental Budgets by amounts approved.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Vendor Pymt History Report 05-15-2024
2. Vendor Pymt History Report 05-15-2024 EFT

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	DESCR	
103696 ACE ROLLOFFS & DISPOSAL												
200/05-24		05/01/2024	05/15-AV	71392	846.00		846.00	05/16/2024	INV	PD	Section	
CHECK DATE:	05/15/2024											
213/05-24		05/01/2024	05/15-AV	71392	268.52		268.52	05/16/2024	INV	PD	Section	
CHECK DATE:	05/15/2024											
233/05-24		05/15/2024	05/15-AV	71392	49.68		49.68	05/30/2024	INV	PD	garbage	
CHECK DATE:	05/15/2024											
238/05-24		05/01/2024	05/15-AV	71392	129.48		129.48	05/16/2024	INV	PD	City Hall	
CHECK DATE:	05/15/2024											
239/05-24		05/01/2024	05/15-AV	71392	202.64		202.64	05/16/2024	INV	PD	Garbage	
CHECK DATE:	05/15/2024											
240/05-24		05/01/2024	05/15-AV	71392	24.35		24.35	05/16/2024	INV	PD	wastewater	
CHECK DATE:	05/15/2024											
241/05-24		05/01/2024	05/15-AV	71392	209.71		209.71	05/16/2024	INV	PD	wastewater	
CHECK DATE:	05/15/2024											
					1,730.38							
103800 AFLAC												
873980		05/14/2024	05/15-AV	71393	748.19		748.19	05/29/2024	INV	PD	April	
CHECK DATE:	05/15/2024											
100041 ALPHA VIDEO & AUDIO INC												
23745		02/13/2024	05/15-AV	71394	3,760.00		3,760.00	03/14/2024	INV	PD	Tightrope	
CHECK DATE:	05/15/2024											
103557 AMAZON CAPITAL SERVICES												
117L-NF4G-YKXN		05/01/2024	05/15-AV	71395	183.97		183.97	05/16/2024	INV	PD	CRAFTS	
CHECK DATE:	05/15/2024											
14KC-3T9Q-G3JX		05/04/2024	05/15-AV	71395	35.90		35.90	06/03/2024	INV	PD	iPhone	
CHECK DATE:	05/15/2024											
16QQ-KJ39-9649		04/30/2024	05/15-AV	71395	42.58		42.58	05/15/2024	INV	PD	Ice pack	
CHECK DATE:	05/15/2024											
1937-LQ7C-3PM7		05/15/2024	05/15-AV	71395	498.83		498.83	05/30/2024	INV	PD	Youth	
CHECK DATE:	05/15/2024											
19NK-Z19M-QCCX		05/01/2024	05/15-AV	71395	59.48		59.48	05/16/2024	INV	PD	COOKING	
CHECK DATE:	05/15/2024											
1DMF-7GPM-37PW		05/08/2024	05/15-AV	71395	259.98		259.98	06/07/2024	INV	PD	Youth	
CHECK DATE:	05/15/2024											
1DMF-7GPM-XV6L		05/01/2024	05/15-AV	71395	18.98		18.98	05/16/2024	INV	PD	ADAPTING	
CHECK DATE:	05/15/2024											
1JQG-FXWC-XVQX		05/07/2024	05/15-AV	71395	465.80		465.80	06/06/2024	INV	PD	Flag Football	
CHECK DATE:	05/15/2024											
1JRH-YRR1-J3XK		04/24/2024	05/15-AV	71395	17.43		17.43	05/09/2024	INV	PD	Office	
CHECK DATE:	05/15/2024											
1LXD-K67M-7TY6		04/30/2024	05/15-AV	71395	107.98		107.98	05/15/2024	INV	PD	Umpire	
CHECK DATE:	05/15/2024											
1MDD-WN3N-CN46		04/30/2024	05/15-AV	71395	15.64		15.64	05/15/2024	INV	PD	Timers	
CHECK DATE:	05/15/2024											
1PWR-JJWJ-LR9W		05/15/2024	05/15-AV	71395	43.19		43.19	05/30/2024	INV	PD	Name tag	
CHECK DATE:	05/15/2024											

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	DESCR
1Y3Q-FFF7-7PRW		04/30/2024	05/15-AV	71395	87.94		87.94	05/30/2024	INV	PD	webcam
CHECK DATE: 05/15/2024											
900148 AMERICAN DATABANK LLC					1,837.70						
2404294		04/24/2024	05/15-AV	71396	194.00		194.00	05/09/2024	INV	PD	Backgr
CHECK DATE: 05/15/2024											
100057 AMERICAN WELDING & GAS INC											
0010088125		04/30/2024	05/15-AV	71397	39.80		39.80	05/15/2024	INV	PD	Tank r
CHECK DATE: 05/15/2024											
0010088252		04/30/2024	05/15-AV	71397	82.70		82.70	05/15/2024	INV	PD	weldin
CHECK DATE: 05/15/2024											
103845 ANDERSON/CALLA-SJEA					122.50						
050824		05/08/2024	05/15-AV	71398	4,104.00		4,104.00	05/23/2024	INV	PD	April
CHECK DATE: 05/15/2024											
103946 ARVIG											
STMT 5/1/2024		05/01/2024	05/15-AV	71399	3,850.00		3,850.00	05/25/2024	INV	PD	Leased
CHECK DATE: 05/15/2024											
100075 AT&T MOBILITY											
287296610156X0503202		04/25/2024	05/15-AV	71400	2,205.09		2,205.09	05/20/2024	INV	PD	FirstN
CHECK DATE: 05/15/2024											
102793 AUTO TECH ALIGNMENTS & MORE											
27128		05/03/2024	05/15-AV	71401	100.00		100.00	05/18/2024	INV	PD	Alignm
CHECK DATE: 05/15/2024											
100131 AVENU INSIGHTS & ANALYTICS											
INVB-053229		04/30/2024	05/15-AV	71402	3,012.64		3,012.64	05/30/2024	INV	PD	AS400
CHECK DATE: 05/15/2024											
100087 BACKES TECHNOLOGY SERVICES INC											
21752		05/03/2024	05/15-AV	71403	125.00		125.00	05/18/2024	INV	PD	Orange
CHECK DATE: 05/15/2024											
103482 BAKER TILLY MUNICIPAL ADVISORS											
BTMA25627		05/06/2024	05/15-AV	71404	6,200.00		6,200.00	05/21/2024	INV	PD	2018A
CHECK DATE: 05/15/2024											
103892 Bonnema/Ashley											
110		05/01/2024	05/15-AV	71405	210.00		210.00	05/16/2024	INV	PD	Goat Y

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE: 05/15/2024										
102336 CANON FINANCIAL SERVICES INC										
32589987		05/12/2024	05/15-AV	71406	140.23	140.23	06/12/2024	INV	PD	291358
CHECK DATE: 05/15/2024										
32589988		05/12/2024	05/15-AV	71406	127.77	127.77	06/12/2024	INV	PD	291358
CHECK DATE: 05/15/2024										
					268.00					
103329 CELLEBRITE INC										
INVUS269360		04/24/2024	05/15-AV	71407	6,545.00	6,545.00	05/09/2024	INV	PD	Softwa
CHECK DATE: 05/15/2024										
103390 CENTRACARE										
STMT/04-24		05/04/2024	05/15-AV	71408	3,574.00	3,574.00	05/19/2024	INV	PD	Annual
CHECK DATE: 05/15/2024										
100150 CENTRAL TIRE AND AUTO INC										
98547		04/15/2024	05/15-AV	71409	35.49	35.49	04/30/2024	INV	PD	Tire p
CHECK DATE: 05/15/2024										
100154 CHAMBERLAIN OIL CO										
472072-00		05/08/2024	05/15-AV	71410	350.00	350.00	05/23/2024	INV	PD	Nitril
CHECK DATE: 05/15/2024										
100156 CHAPPELL CENTRAL INC										
SVC-116615		04/26/2024	05/15-AV	71411	99.00	99.00	05/11/2024	INV	PD	AC uni
CHECK DATE: 05/15/2024										
100736 CHARTER COMMUNICATIONS										
175505001042124		04/21/2024	05/15-AV	71412	841.24	841.24	05/21/2024	INV	PD	Apr/Ma
CHECK DATE: 05/15/2024										
224360801050124		05/01/2024	05/15-AV	71412	548.91	548.91	05/31/2024	INV	PD	May Ph
CHECK DATE: 05/15/2024										
					1,390.15					
104086 Christopher Corbett										
051524		03/12/2024	05/15-AV	71413	388.06	388.06	03/27/2024	INV	PD	Mileag
CHECK DATE: 05/15/2024										
101708 CINTAS CORPORATION										
5210857246		05/14/2024	05/15-AV	71414	66.39	66.39	05/29/2024	INV	PD	First
CHECK DATE: 05/15/2024										
100935 CITY OF WILLMAR										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	DESCR	
05082024		05/08/2024	05/15-AV	71415	219.25		219.25	05/23/2024	INV	PD	Buildi	
CHECK DATE: 05/15/2024												
104070 Column Software PBC												
B15E1683-0020		05/03/2024	05/15-AV	71416	60.60		60.60	05/18/2024	INV	PD	pds-bz	
CHECK DATE: 05/15/2024												
B15E1683-0023		05/15/2024	05/15-AV	71416	37.15		37.15	05/30/2024	INV	PD	Notice	
CHECK DATE: 05/15/2024												
					97.75							
100186 CROW CHEMICAL & LIGHTING												
127115		05/01/2024	05/15-AV	71417	69.95		69.95	05/16/2024	INV	PD	Toilet	
CHECK DATE: 05/15/2024												
102191 CUNNINGHAM/CAROL												
050824		05/10/2024	05/15-AV	71418	15.66		15.66	05/25/2024	INV	PD	Mileag	
CHECK DATE: 05/15/2024												
104088 Curtis Hein												
051524		05/13/2024	05/15-AV	71419	108.00		108.00	05/28/2024	INV	PD	Meal r	
CHECK DATE: 05/15/2024												
100212 DOOLEY'S PETROLEUM INC												
794223		04/29/2024	05/15-AV	71420	1,154.48		1,154.48	05/14/2024	INV	PD	Plant	
CHECK DATE: 05/15/2024												
807671		05/08/2024	05/15-AV	71420	843.50		843.50	05/23/2024	INV	PD	Plant	
CHECK DATE: 05/15/2024												
					1,997.98							
100222 DUININCK INC												
559166		05/15/2024	05/15-AV	71421	228.48		228.48	05/30/2024	INV	PD	Gravel	
CHECK DATE: 05/15/2024												
100231 ED'S SERVICE CENTER & SALES												
147501		04/24/2024	05/15-AV	71422	195.00		195.00	05/09/2024	INV	PD	Tow to	
CHECK DATE: 05/15/2024												
103906 ELECTRICAL PRODUCTION SERVICES												
22048		04/29/2024	05/15-AV	71423	8,010.00		8,010.00	04/29/2024	INV	PD	Door a	
CHECK DATE: 05/15/2024												
104084 Erica Rivera												
0010325		05/07/2024	05/15-AV	71424	25.00		25.00	05/22/2024	INV	PD	refund	
CHECK DATE: 05/15/2024												
102443 EXCEL OVERHEAD DOOR												

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
42723		05/01/2024	05/15-AV	71425	2,150.00	2,150.00	05/16/2024	INV	PD	Door N
CHECK DATE: 05/15/2024										
103002 FARM-RITE EQUIPMENT										
P50894		05/06/2024	05/15-AV	71426	155.78	155.78	05/21/2024	INV	PD	Toolca
CHECK DATE: 05/15/2024										
100810 FERGUSON ENTERPRISES INC										
0100683		04/23/2024	05/15-AV	71427	16.06	16.06	05/08/2024	INV	PD	Shutof
CHECK DATE: 05/15/2024										
0352044		05/03/2024	05/15-AV	71427	61.98	61.98	05/18/2024	INV	PD	3.5 re
CHECK DATE: 05/15/2024										
					78.04					
102484 FISCHER/BETH										
04/22/2024		04/22/2024	05/15-AV	71428	18.30	18.30	05/31/2024	INV	PD	Box an
CHECK DATE: 05/15/2024										
102973 FLEETPRIDE										
116387432		04/30/2024	05/15-AV	71429	127.34	127.34	05/15/2024	INV	PD	Filter
CHECK DATE: 05/15/2024										
116421466		04/29/2024	05/15-AV	71429	8.72	8.72	05/14/2024	INV	PD	Filter
CHECK DATE: 05/15/2024										
116480694		04/30/2024	05/15-AV	71429	6.06	6.06	05/15/2024	INV	PD	Filter
CHECK DATE: 05/15/2024										
116480695		04/30/2024	05/15-AV	71429	39.11	39.11	05/15/2024	INV	PD	Filter
CHECK DATE: 05/15/2024										
116480696		04/30/2024	05/15-AV	71429	25.43	25.43	05/15/2024	INV	PD	Filter
CHECK DATE: 05/15/2024										
116562353		05/03/2024	05/15-AV	71429	67.74	67.74	05/18/2024	INV	PD	Filter
CHECK DATE: 05/15/2024										
116612032		05/06/2024	05/15-AV	71429	228.29	228.29	05/21/2024	INV	PD	Filter
CHECK DATE: 05/15/2024										
116662857		05/07/2024	05/15-AV	71429	43.88	43.88	05/22/2024	INV	PD	Filter
CHECK DATE: 05/15/2024										
116702640		05/08/2024	05/15-AV	71429	7.39	7.39	05/23/2024	INV	PD	Filter
CHECK DATE: 05/15/2024										
116708489		05/09/2024	05/15-AV	71429	5.85	5.85	05/24/2024	INV	PD	Filter
CHECK DATE: 05/15/2024										
					559.81					
103995 Flock Group Inc										
INV-38865		04/24/2024	05/15-AV	71430	6,300.00	6,300.00	05/09/2024	INV	PD	Flock
CHECK DATE: 05/15/2024										
102269 FORUM COMMUNICATIONS COMPANY										
I2024 00008293		05/02/2024	05/15-AV	71431	43.28	43.28	05/17/2024	INV	PD	Animal
CHECK DATE: 05/15/2024										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	DESCR
I2024 00008294		05/02/2024	05/15-AV	71431	616.32		616.32	05/17/2024	INV	PD	Eagle
CHECK DATE: 05/15/2024											
I2024 00008295		05/02/2024	05/15-AV	71431	48.26		48.26	05/17/2024	INV	PD	Planni
CHECK DATE: 05/15/2024											
I2024 00008296		05/02/2024	05/15-AV	71431	44.94		44.94	05/17/2024	INV	PD	Planni
CHECK DATE: 05/15/2024											
STWPR0424		05/07/2024	05/15-AV	71431	250.00		250.00	05/22/2024	INV	PD	genera
CHECK DATE: 05/15/2024											
100288 GALLS LLC					1,002.80						
1002213008		04/24/2024	05/15-AV	71432	10.00		10.00	05/09/2024	INV	PD	Badge
CHECK DATE: 05/15/2024											
100293 GENERAL MAILING SERVICES											
69564		05/02/2024	05/15-AV	71433	253.51		253.51	05/17/2024	INV	PD	04/01-
CHECK DATE: 05/15/2024											
69641		05/02/2024	05/15-AV	71433	212.89		212.89	05/17/2024	INV	PD	04/08-
CHECK DATE: 05/15/2024											
69713		05/02/2024	05/15-AV	71433	197.77		197.77	05/17/2024	INV	PD	04/15-
CHECK DATE: 05/15/2024											
69767		05/02/2024	05/15-AV	71433	51.24		51.24	05/17/2024	INV	PD	04/22-
CHECK DATE: 05/15/2024											
69834		05/06/2024	05/15-AV	71433	355.52		355.52	05/21/2024	INV	PD	Postag
CHECK DATE: 05/15/2024											
69844		05/02/2024	05/15-AV	71433	210.78		210.78	05/17/2024	INV	PD	4/29-5
CHECK DATE: 05/15/2024											
69895		05/06/2024	05/15-AV	71433	561.45		561.45	05/21/2024	INV	PD	Postag
CHECK DATE: 05/15/2024											
103759 GET BLASTED					1,843.16						
50624-01		05/06/2024	05/15-AV	71434	847.00		847.00	05/21/2024	INV	PD	Sand b
CHECK DATE: 05/15/2024											
100786 GRAINGER INC											
9091792425		04/19/2024	05/15-AV	71435	49.45		49.45	05/04/2024	INV	PD	Safety
CHECK DATE: 05/15/2024											
9096934212		04/24/2024	05/15-AV	71435	280.60		280.60	05/09/2024	INV	PD	Water
CHECK DATE: 05/15/2024											
9097376470		05/08/2024	05/15-AV	71435	395.93		395.93	05/23/2024	INV	PD	Pallet
CHECK DATE: 05/15/2024											
9108261026		05/14/2024	05/15-AV	71435	285.90		285.90	05/29/2024	INV	PD	Gaffer
CHECK DATE: 05/15/2024											
104074 Grandview Buildings					1,011.88						
20415		05/15/2024	05/15-AV	71436	300.00		300.00	05/30/2024	INV	PD	Anchor
CHECK DATE: 05/15/2024											

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	DESCR
101504	GREENSPRING MEDIA GROUP										
2024-58190		05/01/2024	05/15-AV	71437	2,300.00	2,300.00		06/01/2024	INV	PD	Ultima
CHECK DATE: 05/15/2024											
100316	HACH COMPANY										
14019977		05/01/2024	05/15-AV	71438	952.65	952.65		05/16/2024	INV	PD	Lab su
CHECK DATE: 05/15/2024											
100321	HANSEN ADVERTISING SPECIALTIES										
50173		05/02/2024	05/15-AV	71439	110.39	110.39		05/17/2024	INV	PD	Carpen
CHECK DATE: 05/15/2024											
103184	HANSON *PETTY CASH/FRANK										
050224		05/02/2024	05/15-AV	71440	94.75	94.75		05/17/2024	INV	PD	WFD Pe
CHECK DATE: 05/15/2024											
102608	HARTLAND OFFICIALS ASSOCIATION										
050124		05/01/2024	05/15-AV	71441	1,740.00	1,740.00		05/16/2024	INV	PD	Spring
CHECK DATE: 05/15/2024											
100324	HAUG IMPLEMENT CO - JOHN DEERE										
485707		05/03/2024	05/15-AV	71442	74.32	74.32		05/18/2024	INV	PD	Mower
CHECK DATE: 05/15/2024											
485708		05/03/2024	05/15-AV	71442	74.40	74.40		05/18/2024	INV	PD	Grease
CHECK DATE: 05/15/2024											
					148.72						
102609	HAUG-KUBOTA LLC										
24097		04/29/2024	05/15-AV	71443	68.28	68.28		05/14/2024	INV	PD	Mower
CHECK DATE: 05/15/2024											
24130		05/01/2024	05/15-AV	71443	275.29	275.29		05/16/2024	INV	PD	RTV Fi
CHECK DATE: 05/15/2024											
					343.57						
900111	HAWK CREEK ANIMAL SHLTR										
109		05/01/2024	05/15-AV	71444	210.00	210.00		05/16/2024	INV	PD	Goat Y
CHECK DATE: 05/15/2024											
100325	HAWKINS INC										
6743180		04/24/2024	05/15-AV	71445	12,211.57	12,211.57		05/09/2024	INV	PD	Indust
CHECK DATE: 05/15/2024											
6746847		05/01/2024	05/15-AV	71445	515.10	515.10		05/16/2024	INV	PD	Bleach
CHECK DATE: 05/15/2024											
6749532		05/06/2024	05/15-AV	71445	12,243.75	12,243.75		05/21/2024	INV	PD	Muni f
CHECK DATE: 05/15/2024											
6754680		05/13/2024	05/15-AV	71445	753.00	753.00		05/28/2024	INV	PD	bleach

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE: 05/15/2024											
103278 HAYCRAFT/ANTHONY					25,723.42						
3138		04/24/2024	05/15-AV	71446	148.00	148.00	05/09/2024	INV	PD	Meal R	
CHECK DATE: 05/15/2024											
100327 HAYNES WINDOW CLEANING SERVICE											
37174		04/25/2024	05/15-AV	71447	50.00	50.00	05/25/2024	INV	PD	WRAC w	
CHECK DATE: 05/15/2024											
100333 HILLYARD\HUTCHINSON											
605468628		05/01/2024	05/15-AV	71448	79.78	79.78	05/16/2024	INV	PD	soaps	
CHECK DATE: 05/15/2024											
700588893		05/01/2024	05/15-AV	71448	288.00	288.00	05/16/2024	INV	PD	FIXING	
CHECK DATE: 05/15/2024											
700588908		05/03/2024	05/15-AV	71448	34.70	34.70	05/18/2024	INV	PD	Motor	
CHECK DATE: 05/15/2024											
103936 HOFFMAN CONSTRUCTION CO. LLC					402.48						
232		04/26/2024	05/15-AV	71449	3,660.00	3,660.00	05/11/2024	INV	PD	Catch	
CHECK DATE: 05/15/2024											
233		04/26/2024	05/15-AV	71449	4,962.50	4,962.50	05/11/2024	INV	PD	Storm	
CHECK DATE: 05/15/2024											
103970 HOLM/KIMBERLY					8,622.50						
108		05/01/2024	05/15-AV	71450	210.00	210.00	05/16/2024	INV	PD	Goat Y	
CHECK DATE: 05/15/2024											
103760 HOMETOWN FIBER											
3374		05/02/2024	05/15-AV	71451	137,504.80	137,504.80	05/17/2024	INV	PD	Progre	
CHECK DATE: 05/15/2024											
103023 INNOVATIVE OFFICE SOLUTIONS											
IN4482374		04/06/2024	05/15-AV	71452	45.51	45.51	04/21/2024	INV	PD	Garbag	
CHECK DATE: 05/15/2024											
IN4505146		05/03/2024	05/15-AV	71452	211.99	211.99	05/18/2024	INV	PD	Office	
CHECK DATE: 05/15/2024											
IN4517536		05/03/2024	05/15-AV	71452	143.53	143.53	05/18/2024	INV	PD	office	
CHECK DATE: 05/15/2024											
IN4530427		05/02/2024	05/15-AV	71452	27.55	27.55	05/17/2024	INV	PD	office	
CHECK DATE: 05/15/2024											
IN4535010		03/13/2024	05/15-AV	71452	100.72	100.72	03/28/2024	INV	PD	office	
CHECK DATE: 05/15/2024											
IN4536283		05/02/2024	05/15-AV	71452	41.00	41.00	05/17/2024	INV	PD	signat	
CHECK DATE: 05/15/2024											

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
103355 JOHANNECK WTR CONDITIONING INC					570.30					
117639		02/02/2024	05/15-AV	71453	14.65	14.65	05/25/2024	INV PD		Soften
CHECK DATE: 05/15/2024										
118049		03/12/2024	05/15-AV	71453	32.00	32.00	03/27/2024	INV PD		water
CHECK DATE: 05/15/2024										
118309		03/12/2024	05/15-AV	71453	32.00	32.00	03/27/2024	INV PD		water
CHECK DATE: 05/15/2024										
118614		03/12/2024	05/15-AV	71453	39.00	39.00	03/27/2024	INV PD		water
CHECK DATE: 05/15/2024										
118885		03/12/2024	05/15-AV	71453	39.00	39.00	03/27/2024	INV PD		water
CHECK DATE: 05/15/2024										
CR1711-3-163		03/12/2024	05/15-AV	71453	1.00	1.00	03/27/2024	INV PD		Cooler
CHECK DATE: 05/15/2024										
CR1711-3-175		03/12/2024	05/15-AV	71453	2.00	2.00	03/27/2024	INV PD		Cooler
CHECK DATE: 05/15/2024										
103404 JOHNSON CNTRLS FIRE PROTECTION					159.65					
24120926		05/14/2024	05/15-AV	71454	1,296.87	1,296.87	05/29/2024	INV PD		Fire a
CHECK DATE: 05/15/2024										
100376 KANDIYOHI CO AUDITOR										
513918		04/12/2024	05/15-AV	71455	32.42	32.42	04/27/2024	INV PD		Garbag
CHECK DATE: 05/15/2024										
514202		04/17/2024	05/15-AV	71455	46.42	46.42	05/02/2024	INV PD		Garbag
CHECK DATE: 05/15/2024										
514727		04/25/2024	05/15-AV	71455	183.00	183.00	05/10/2024	INV PD		Tire D
CHECK DATE: 05/15/2024										
103619 KANDIYOHI CO TREASURER					261.84					
051524		05/02/2024	05/15-AV	71456	75.36	75.36	05/17/2024	INV PD		City c
CHECK DATE: 05/15/2024										
100375 KANDIYOHI CO-OP ELECTRIC POWER										
STMT/05-24		02/02/2024	05/15-AV	71457	1,231.76	1,231.76	02/17/2024	INV PD		Utilit
CHECK DATE: 05/15/2024										
102897 KANDIYOHI FIRE CHIEFS ASSN										
2024		05/08/2024	05/15-AV	71458	55.00	55.00	05/23/2024	INV PD		2024 d
CHECK DATE: 05/15/2024										
103138 KING'S ELECTRIC LLC										
2941		05/01/2024	05/15-AV	71459	158.11	158.11	05/16/2024	INV PD		light
CHECK DATE: 05/15/2024										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
103750	LARCOM/JOSHUA									
051524		03/12/2024	05/15-AV	71460	76.38	76.38	03/27/2024	INV PD		Mileag
CHECK DATE: 05/15/2024										
101189	LEAGUE OF MN CITIES									INS TRUST
40000465-24-06		05/10/2024	05/15-AV	71461	117,849.00	117,849.00	05/25/2024	INV PD		Work C
CHECK DATE: 05/15/2024										
102162	LOCATORS & SUPPLIES									INC
0313674-IN		04/29/2024	05/15-AV	71462	141.59	141.59	05/14/2024	INV PD		white
CHECK DATE: 05/15/2024										
102593	LOFFLER COMPANIES									
4682139		04/30/2024	05/15-AV	71463	35.00	35.00	05/15/2024	INV PD		CH Fin
CHECK DATE: 05/15/2024										
4684851		05/01/2024	05/15-AV	71463	34.32	34.32	05/16/2024	INV PD		Teleph
CHECK DATE: 05/15/2024										
4689467		05/06/2024	05/15-AV	71463	381.94	381.94	05/21/2024	INV PD		CH Fin
CHECK DATE: 05/15/2024										
4696263		05/14/2024	05/15-AV	71463	354.01	354.01	05/29/2024	INV PD		Standa
CHECK DATE: 05/15/2024										
					805.27					
103626	LUNGSTROM/SAMUEL									
050124		04/30/2024	05/15-AV	71464	77.72	77.72	05/15/2024	INV PD		Mileag
CHECK DATE: 05/15/2024										
100424	M-R SIGN CO INC									
223583		04/10/2024	05/15-AV	71465	58.20	58.20	04/25/2024	INV PD		Signs
CHECK DATE: 05/15/2024										
100437	MARCO TECHNOLOGIES LLC									
INV12423763		04/22/2024	05/15-AV	71466	37.71	37.71	05/07/2024	INV PD		CvC Of
CHECK DATE: 05/15/2024										
101838	MARCO TECHNOLOGIES LLC									
527921860		04/26/2024	05/15-AV	71467	26.01	26.01	05/20/2024	INV PD		500-06
CHECK DATE: 05/15/2024										
100446	MCMaster-CARR SUPPLY CO									
23931345		03/18/2024	05/15-AV	71468	258.64	258.64	04/02/2024	INV PD		Loadsh
CHECK DATE: 05/15/2024										
100449	MENARDS									
73025		05/14/2024	05/15-AV	71469	45.96	45.96	05/29/2024	INV PD		Cleani

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE: 05/15/2024											
73758		05/03/2024	05/15-AV	71469	343.56		343.56	05/18/2024	INV	PD	Small
CHECK DATE: 05/15/2024											
75987		05/14/2024	05/15-AV	71469	79.99		79.99	05/29/2024	INV	PD	Shop V
CHECK DATE: 05/15/2024											
76045		05/03/2024	05/15-AV	71469	222.31		222.31	05/18/2024	INV	PD	Suppli
CHECK DATE: 05/15/2024											
76139		05/03/2024	05/15-AV	71469	76.96		76.96	05/18/2024	INV	PD	Wet Fl
CHECK DATE: 05/15/2024											
76458		04/26/2024	05/15-AV	71469	260.56		260.56	05/11/2024	INV	PD	Door a
CHECK DATE: 05/15/2024											
76594		04/29/2024	05/15-AV	71469	49.88		49.88	05/14/2024	INV	PD	Screen
CHECK DATE: 05/15/2024											
76611		04/29/2024	05/15-AV	71469	46.38		46.38	05/14/2024	INV	PD	Spare
CHECK DATE: 05/15/2024											
76699		05/03/2024	05/15-AV	71469	207.55		207.55	05/18/2024	INV	PD	Suppli
CHECK DATE: 05/15/2024											
76702		05/01/2024	05/15-AV	71469	126.76		126.76	05/16/2024	INV	PD	Electr
CHECK DATE: 05/15/2024											
76710		05/01/2024	05/15-AV	71469	-126.76		-126.76	05/16/2024	CRM	PD	Electr
CHECK DATE: 05/15/2024											
76767		05/02/2024	05/15-AV	71469	191.93		191.93	05/17/2024	INV	PD	Cart,
CHECK DATE: 05/15/2024											
76938		05/06/2024	05/15-AV	71469	45.56		45.56	05/21/2024	INV	PD	Town g
CHECK DATE: 05/15/2024											
76980		05/07/2024	05/15-AV	71469	103.94		103.94	05/22/2024	INV	PD	Shop g
CHECK DATE: 05/15/2024											
77324		05/15/2024	05/15-AV	71469	174.99		174.99	05/30/2024	INV	PD	Paint,
CHECK DATE: 05/15/2024											
					1,849.57						
76600		04/29/2024	05/15-AV	71470	-17.92		-17.92	05/14/2024	CRM	PD	Screen
CHECK DATE: 05/15/2024											
76601		04/29/2024	05/15-AV	71470	23.96		23.96	05/14/2024	INV	PD	Screen
CHECK DATE: 05/15/2024											
76648		04/30/2024	05/15-AV	71470	12.64		12.64	05/15/2024	INV	PD	Insula
CHECK DATE: 05/15/2024											
76902		05/06/2024	05/15-AV	71470	39.98		39.98	05/21/2024	INV	PD	Anti S
CHECK DATE: 05/15/2024											
76914		05/01/2024	05/15-AV	71470	23.98		23.98	05/16/2024	INV	PD	piano
CHECK DATE: 05/15/2024											
76921		05/06/2024	05/15-AV	71470	21.56		21.56	05/21/2024	INV	PD	Key ri
CHECK DATE: 05/15/2024											
76983		05/07/2024	05/15-AV	71470	14.98		14.98	05/22/2024	INV	PD	Gloves
CHECK DATE: 05/15/2024											
77139		05/10/2024	05/15-AV	71470	40.29		40.29	05/25/2024	INV	PD	genera
CHECK DATE: 05/15/2024											
					159.47						
103016 METRO SALES INC											
INV2511694		04/23/2024	05/15-AV	71471	269.86		269.86	05/23/2024	INV	PD	PD MFP
CHECK DATE: 05/15/2024											
103729 MILLS PARTS CENTER											

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	DESCR
6157964		05/01/2024	05/15-AV	71472	33.95		33.95	05/16/2024	INV	PD	Axle S
CHECK DATE:	05/15/2024										
6157966		05/02/2024	05/15-AV	71472	10.52		10.52	05/17/2024	INV	PD	Dust S
CHECK DATE:	05/15/2024										
					44.47						
101805 MINI BIFF LLC											
A-147905		05/03/2024	05/15-AV	71473	107.10		107.10	05/18/2024	INV	PD	Mini B
CHECK DATE:	05/15/2024										
A-147906		05/03/2024	05/15-AV	71473	117.30		117.30	05/18/2024	INV	PD	Mini B
CHECK DATE:	05/15/2024										
A-148014		05/03/2024	05/15-AV	71473	117.30		117.30	05/18/2024	INV	PD	Mini B
CHECK DATE:	05/15/2024										
A-148015		05/03/2024	05/15-AV	71473	117.30		117.30	05/18/2024	INV	PD	Mini B
CHECK DATE:	05/15/2024										
A-148016		05/03/2024	05/15-AV	71473	117.30		117.30	05/18/2024	INV	PD	Mini B
CHECK DATE:	05/15/2024										
A-148018		05/03/2024	05/15-AV	71473	117.30		117.30	05/18/2024	INV	PD	Mini B
CHECK DATE:	05/15/2024										
A-148032		05/03/2024	05/15-AV	71473	117.30		117.30	05/18/2024	INV	PD	Mini B
CHECK DATE:	05/15/2024										
A-148035		05/03/2024	05/15-AV	71473	117.30		117.30	05/18/2024	INV	PD	Mini B
CHECK DATE:	05/15/2024										
A-148037		05/03/2024	05/15-AV	71473	117.30		117.30	05/18/2024	INV	PD	Mini B
CHECK DATE:	05/15/2024										
A-148048		05/03/2024	05/15-AV	71473	117.30		117.30	05/18/2024	INV	PD	Mini B
CHECK DATE:	05/15/2024										
A-148201		05/14/2024	05/15-AV	71473	234.60		234.60	05/29/2024	INV	PD	Mini B
CHECK DATE:	05/15/2024										
A-148202		05/14/2024	05/15-AV	71473	117.30		117.30	05/29/2024	INV	PD	Mini B
CHECK DATE:	05/15/2024										
A-148203		05/14/2024	05/15-AV	71473	117.30		117.30	05/29/2024	INV	PD	Mini B
CHECK DATE:	05/15/2024										
A-148248		05/14/2024	05/15-AV	71473	117.30		117.30	05/29/2024	INV	PD	Mini B
CHECK DATE:	05/15/2024										
A148048		05/03/2024	05/15-AV	71473	117.30		117.30	05/18/2024	INV	PD	Mini B
CHECK DATE:	05/15/2024										
					1,866.60						
A148092		05/03/2024	05/15-AV	71474	70.38		70.38	05/18/2024	INV	PD	Mini B
CHECK DATE:	05/15/2024										
100522 MN DEPT OF LABOR & INDUSTRY											
050624		05/03/2024	05/15-AV	71475	2,211.73		2,211.73	05/18/2024	INV	PD	April
CHECK DATE:	05/15/2024										
100497 MN DEPT OF TRANSPORTATION											
00000795359		05/06/2024	05/15-AV	71476	44,650.85		44,650.85	05/21/2024	INV	PD	Partne
CHECK DATE:	05/15/2024										
103199 MORRIS ELECTRONICS											

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	DESCR
7698		04/09/2024	05/15-AV	71477	312.50		312.50	05/09/2024	INV	PD	County
CHECK DATE: 05/15/2024											
103756 MR. CLEAN WILLMAR CLEANING SER											
STMT/04-24		05/03/2024	05/15-AV	71478	900.00		900.00	05/18/2024	INV	PD	Shelte
CHECK DATE: 05/15/2024											
100541 MUNICIPAL UTILITIES											
STMT/04-2024		02/02/2024	05/15-AV	71479	32,856.86		32,856.86	02/17/2024	INV	PD	Munici
CHECK DATE: 05/15/2024											
100544 MVTL LABORATORIES INC											
1247743		04/15/2024	05/15-AV	71480	347.00		347.00	04/30/2024	INV	PD	Lab te
CHECK DATE: 05/15/2024											
1249905		04/29/2024	05/15-AV	71480	57.00		57.00	05/14/2024	INV	PD	Lab te
CHECK DATE: 05/15/2024											
1250534		05/02/2024	05/15-AV	71480	57.00		57.00	05/17/2024	INV	PD	Lab te
CHECK DATE: 05/15/2024											
					461.00						
101627 NCL OF WISCONSIN INC											
503066		04/26/2024	05/15-AV	71481	842.67		842.67	05/11/2024	INV	PD	Lab su
CHECK DATE: 05/15/2024											
103799 NCPERS GROUP LIFE INS.											
841200052024		05/13/2024	05/15-AV	71482	96.00		96.00	05/28/2024	INV	PD	May in
CHECK DATE: 05/15/2024											
100568 NELSON INTERNATIONAL											
R101039978-01		04/30/2024	05/15-AV	71483	114.45		114.45	05/15/2024	INV	PD	Wastew
CHECK DATE: 05/15/2024											
R101039978:01		04/30/2024	05/15-AV	71483	114.45		114.45	05/15/2024	INV	PD	Semi D
CHECK DATE: 05/15/2024											
					228.90						
102547 CARRANZA/NOE											
157		04/24/2024	05/15-AV	71484	150.00		150.00	05/09/2024	INV	PD	Interp
CHECK DATE: 05/15/2024											
159		04/24/2024	05/15-AV	71484	150.00		150.00	05/09/2024	INV	PD	Interp
CHECK DATE: 05/15/2024											
160		04/24/2024	05/15-AV	71484	150.00		150.00	05/09/2024	INV	PD	Interp
CHECK DATE: 05/15/2024											
161		04/24/2024	05/15-AV	71484	150.00		150.00	05/09/2024	INV	PD	Interp
CHECK DATE: 05/15/2024											
					600.00						
103983 NORDIC											

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	DESCR
107491		05/03/2024	05/15-AV	71485	102.60		102.60	05/18/2024	INV	PD	Wood C
CHECK DATE: 05/15/2024											
103605 NORTH CENTRAL INTERNATIONAL											
B220000304		05/02/2024	05/15-AV	71486	2,262.90		2,262.90	05/17/2024	INV	PD	Semi r
CHECK DATE: 05/15/2024											
100585 NORTHERN STATES SUPPLY											
10-619288		04/19/2024	05/15-AV	71487	277.72		277.72	05/04/2024	INV	PD	Cable
CHECK DATE: 05/15/2024											
10-619435		04/29/2024	05/15-AV	71487	179.02		179.02	05/14/2024	INV	PD	Rust i
CHECK DATE: 05/15/2024											
					456.74						
100650 O'REILLY AUTOMOTIVE INC											
1528-136807		05/01/2024	05/15-AV	71488	4.21		4.21	05/16/2024	INV	PD	Shift
CHECK DATE: 05/15/2024											
1528-138716		05/10/2024	05/15-AV	71488	36.66		36.66	05/25/2024	INV	PD	Lic pl
CHECK DATE: 05/15/2024											
					40.87						
104085 Okay Home Solutions LLC											
050624		05/03/2024	05/15-AV	71489	49,825.00		49,825.00	05/18/2024	INV	PD	Fire e
CHECK DATE: 05/15/2024											
103667 OVERHEAD HOIST & CRANE SPEC.											
3696		04/23/2024	05/15-AV	71490	1,600.00		1,600.00	05/08/2024	INV	PD	Repair
CHECK DATE: 05/15/2024											
3697		04/23/2024	05/15-AV	71490	4,000.00		4,000.00	05/08/2024	INV	PD	Repair
CHECK DATE: 05/15/2024											
					5,600.00						
100604 PERKINS LUMBER CO INC											
2403-234043		03/12/2024	05/15-AV	71491	346.46		346.46	05/29/2024	INV	PD	Buildi
CHECK DATE: 05/15/2024											
2404-236029		04/03/2024	05/15-AV	71491	154.35		154.35	05/29/2024	INV	PD	Carpen
CHECK DATE: 05/15/2024											
2404-236035		04/03/2024	05/15-AV	71491	26.64		26.64	05/29/2024	INV	PD	Lumber
CHECK DATE: 05/15/2024											
2404-236086		04/03/2024	05/15-AV	71491	64.04		64.04	05/29/2024	INV	PD	Lumber
CHECK DATE: 05/15/2024											
2404-236272		04/04/2024	05/15-AV	71491	253.74		253.74	04/19/2024	INV	PD	Wood b
CHECK DATE: 05/15/2024											
2404-236407		04/05/2024	05/15-AV	71491	16.48		16.48	04/20/2024	INV	PD	Caulki
CHECK DATE: 05/15/2024											
2404-236950		04/11/2024	05/15-AV	71491	59.50		59.50	05/29/2024	INV	PD	Insula
CHECK DATE: 05/15/2024											
2404-237684		04/17/2024	05/15-AV	71491	58.99		58.99	05/02/2024	INV	PD	Insula

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE: 05/15/2024											
2404-237715		04/18/2024	05/15-AV	71491	267.91		267.91	05/03/2024	INV	PD	4x8 bo
CHECK DATE: 05/15/2024											
101968 PEST PRO II					1,248.11						
14062		05/01/2024	05/15-AV	71492	40.00		40.00	05/16/2024	INV	PD	pest p
CHECK DATE: 05/15/2024											
100374 PREMIUM WATERS INC											
330595660		05/01/2024	05/15-AV	71493	10.00		10.00	05/16/2024	INV	PD	water
CHECK DATE: 05/15/2024											
330597144		05/01/2024	05/15-AV	71493	50.74		50.74	05/16/2024	INV	PD	water
CHECK DATE: 05/15/2024											
100624 PRINT MASTERS					60.74						
92720		05/02/2024	05/15-AV	71494	136.00		136.00	05/17/2024	INV	PD	Audrey
CHECK DATE: 05/15/2024											
92768		05/02/2024	05/15-AV	71494	136.00		136.00	05/17/2024	INV	PD	Christ
CHECK DATE: 05/15/2024											
102582 RAILROAD MANAGEMENT CO III LLC					272.00						
495802-2		11/23/2023	05/15-AV	71495	379.14		379.14	12/08/2023	INV	PD	Licens
CHECK DATE: 05/15/2024											
504574		05/06/2024	05/15-AV	71495	1,649.46		1,649.46	05/21/2024	INV	PD	Storm
CHECK DATE: 05/15/2024											
100639 RAMBOW INC					2,028.60						
658064		05/06/2024	05/15-AV	71496	404.64		404.64	05/21/2024	INV	PD	Umpire
CHECK DATE: 05/15/2024											
658341		05/08/2024	05/15-AV	71496	858.00		858.00	05/23/2024	INV	PD	Youth
CHECK DATE: 05/15/2024											
104087 Regal Starter and Generator					1,262.64						
5801		05/10/2024	05/15-AV	71497	307.80		307.80	05/25/2024	INV	PD	Town g
CHECK DATE: 05/15/2024											
104035 Rockler Tool											
11805423		05/01/2024	05/15-AV	71498	1,349.99		1,349.99	05/16/2024	INV	PD	Dust C
CHECK DATE: 05/15/2024											
103867 RS AMERICAS INC											
9019332547		05/08/2024	05/15-AV	71499	825.11		825.11	05/23/2024	INV	PD	Town g

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE: 05/15/2024											
9019333671		05/08/2024	05/15-AV	71499	574.68		574.68	05/23/2024	INV	PD	LS UPS
CHECK DATE: 05/15/2024											
101418 RUNNING'S SUPPLY INC					1,399.79						
6103192		02/08/2024	05/15-AV	71500	151.95		151.95	05/17/2024	INV	PD	Rake a
CHECK DATE: 05/15/2024											
6113771		04/02/2024	05/15-AV	71500	207.82		207.82	05/17/2024	INV	PD	Hose c
CHECK DATE: 05/15/2024											
6118253		03/08/2024	05/15-AV	71500	109.88		109.88	05/17/2024	INV	PD	Paint
CHECK DATE: 05/15/2024											
6121257		03/13/2024	05/15-AV	71500	69.95		69.95	05/17/2024	INV	PD	Genera
CHECK DATE: 05/15/2024											
6122421		03/15/2024	05/15-AV	71500	27.99		27.99	05/17/2024	INV	PD	2" cou
CHECK DATE: 05/15/2024											
6124487		03/19/2024	05/15-AV	71500	26.02		26.02	05/17/2024	INV	PD	Hose F
CHECK DATE: 05/15/2024											
6128295		03/26/2024	05/15-AV	71500	89.58		89.58	05/17/2024	INV	PD	Shop s
CHECK DATE: 05/15/2024											
6129679		03/12/2024	05/15-AV	71500	31.98		31.98	05/17/2024	INV	PD	ice me
CHECK DATE: 05/15/2024											
6133333		04/05/2024	05/15-AV	71500	41.97		41.97	05/17/2024	INV	PD	Air Ta
CHECK DATE: 05/15/2024											
6138057		04/24/2024	05/15-AV	71500	39.99		39.99	05/17/2024	INV	PD	Broom
CHECK DATE: 05/15/2024											
6139638		04/14/2024	05/15-AV	71500	189.99		189.99	04/29/2024	INV	PD	Boots-
CHECK DATE: 05/15/2024											
6142273		04/18/2024	05/15-AV	71500	91.60		91.60	05/17/2024	INV	PD	Suppli
CHECK DATE: 05/15/2024											
6142615		04/18/2024	05/15-AV	71500	459.97		459.97	05/03/2024	INV	PD	waders
CHECK DATE: 05/15/2024											
6146249		04/23/2024	05/15-AV	71500	22.92		22.92	05/17/2024	INV	PD	Hose C
CHECK DATE: 05/15/2024											
6151375		04/30/2024	05/15-AV	71500	36.98		36.98	05/15/2024	INV	PD	Shop s
CHECK DATE: 05/15/2024											
					1,598.59						
6117817		03/07/2024	05/15-AV	71501	6.36		6.36	05/17/2024	INV	PD	Bolts
CHECK DATE: 05/15/2024											
6121181		03/13/2024	05/15-AV	71501	8.99		8.99	05/17/2024	INV	PD	Vacuum
CHECK DATE: 05/15/2024											
6121939		03/13/2024	05/15-AV	71501	8.77		8.77	05/17/2024	INV	PD	Hose F
CHECK DATE: 05/15/2024											
6135145		04/08/2024	05/15-AV	71501	2.78		2.78	05/17/2024	INV	PD	Bolts
CHECK DATE: 05/15/2024											
6135732		04/09/2024	05/15-AV	71501	11.98		11.98	05/17/2024	INV	PD	Gloves
CHECK DATE: 05/15/2024											
6142935		04/19/2024	05/15-AV	71501	5.99		5.99	05/17/2024	INV	PD	Paint
CHECK DATE: 05/15/2024											
6146911		04/24/2024	05/15-AV	71501	17.98		17.98	05/09/2024	INV	PD	Permet
CHECK DATE: 05/15/2024											

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
100690 SHERWIN WILLIAMS CO					62.85					
2926-7		04/26/2024	05/15-AV	71502	251.88	251.88	05/11/2024	INV	PD	ToIuen
CHECK DATE: 05/15/2024										
3056-2		04/29/2024	05/15-AV	71502	2,795.12	2,795.12	05/14/2024	INV	PD	Traffi
CHECK DATE: 05/15/2024										
100275 SHI CORP					3,047.00					
B18249139		04/25/2024	05/15-AV	71503	565.00	565.00	05/25/2024	INV	PD	ESXi-L
CHECK DATE: 05/15/2024										
B18295560	37	05/08/2024	05/15-AV	71503	11,484.45	11,484.45	06/07/2024	INV	PD	Micros
CHECK DATE: 05/15/2024										
103699 SILVA/AMBER					12,049.45					
050324		05/03/2024	05/15-AV	71504	1,271.54	1,271.54	05/18/2024	INV	PD	wellne
CHECK DATE: 05/15/2024										
102570 SMEBY/ROSS										
3135		04/24/2024	05/15-AV	71505	148.00	148.00	05/09/2024	INV	PD	Meal R
CHECK DATE: 05/15/2024										
100706 STACY'S NURSERY INC										
23062		04/09/2024	05/15-AV	71506	44.95	44.95	04/24/2024	INV	PD	5 bags
CHECK DATE: 05/15/2024										
100188 STERLING WATER-MINNESOTA LLC										
315X03826905		05/01/2024	05/15-AV	71507	46.50	46.50	05/16/2024	INV	PD	soften
CHECK DATE: 05/15/2024										
102555 SUMMIT FIRE PROTECTION										
150044099		04/22/2024	05/15-AV	71508	351.00	351.00	05/07/2024	INV	PD	Sprink
CHECK DATE: 05/15/2024										
150044319		04/24/2024	05/15-AV	71508	316.00	316.00	05/09/2024	INV	PD	Fire A
CHECK DATE: 05/15/2024										
103375 TITAN MACHINERY					667.00					
SO0064957-1		04/29/2024	05/15-AV	71509	322.75	322.75	06/28/2024	INV	PD	Mount
CHECK DATE: 05/15/2024										
102949 TWIN CITY SEED COMPANY										
56959		05/01/2024	05/15-AV	71510	2,308.00	2,308.00	05/16/2024	INV	PD	Grass
CHECK DATE: 05/15/2024										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
103795 TYLER TECHNOLOGIES, INC										
045-462212		05/02/2024	05/15-AV	71511	8,800.00	8,800.00	05/17/2024	INV PD	25% of	
CHECK DATE:	05/15/2024									
045-465739		05/02/2024	05/15-AV	71511	4,800.00	4,800.00	05/17/2024	INV PD	SAAS C	
CHECK DATE:	05/15/2024									
045-466576		05/02/2024	05/15-AV	71511	2,233.45	2,233.45	05/17/2024	INV PD	SAAS C	
CHECK DATE:	05/15/2024									
					15,833.45					
101286 UNCOMMON USA INC										
1056470		05/03/2024	05/15-AV	71512	463.20	463.20	05/18/2024	INV PD	Flag P	
CHECK DATE:	05/15/2024									
1281671-IN		05/09/2024	05/15-AV	71512	1,313.60	1,313.60	05/24/2024	INV PD	Alumin	
CHECK DATE:	05/15/2024									
					1,776.80					
102915 VERIZON WIRELESS										
9963677502		05/09/2024	05/15-AV	71513	2,349.14	2,349.14	06/01/2024	INV PD	verizo	
CHECK DATE:	05/15/2024									
100777 VIKING COCA-COLA BOTTLING CO										
3348060		05/14/2024	05/15-AV	71514	64.00	64.00	05/29/2024	INV PD	Conces	
CHECK DATE:	05/15/2024									
3387461		05/03/2024	05/15-AV	71514	420.50	420.50	05/18/2024	INV PD	Conces	
CHECK DATE:	05/15/2024									
					484.50					
102868 WALT'S										
5302		04/15/2024	05/15-AV	71515	23.00	23.00	04/30/2024	INV PD	Fuel f	
CHECK DATE:	05/15/2024									
100796 WEST CENTRAL COMMUNICATION										
098347S		05/06/2024	05/15-AV	71516	77.50	77.50	05/21/2024	INV PD	Siren	
CHECK DATE:	05/15/2024									
100805 WEST CENTRAL SANITATION										
13098620		04/30/2024	05/15-AV	71517	70.95	70.95	05/15/2024	INV PD	Recycl	
CHECK DATE:	05/15/2024									
13100401		04/30/2024	05/15-AV	71517	257.53	257.53	05/15/2024	INV PD	Recycl	
CHECK DATE:	05/15/2024									
					328.48					
100808 WEST CENTRAL TROPHIES										
9275		04/28/2024	05/15-AV	71518	72.00	72.00	05/13/2024	INV PD	Tags f	
CHECK DATE:	05/15/2024									
9298		05/05/2024	05/15-AV	71518	20.00	20.00	05/20/2024	INV PD	I.D. t	

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
CHECK DATE: 05/15/2024										
					92.00					
100812 WILLMAR CHAMBER OF COMMERCE										
051224		05/02/2024	05/15-AV	71519	13,344.82	13,344.82	05/17/2024	INV	PD	Chambe
CHECK DATE: 05/15/2024										
57142		05/02/2024	05/15-AV	71519	14.00	14.00	05/17/2024	INV	PD	5/3 Pu
CHECK DATE: 05/15/2024										
57188		05/02/2024	05/15-AV	71519	60.23	60.23	05/17/2024	INV	PD	Recycl
CHECK DATE: 05/15/2024										
57189		05/02/2024	05/15-AV	71519	236.08	236.08	05/17/2024	INV	PD	Manage
CHECK DATE: 05/15/2024										
57190		05/02/2024	05/15-AV	71519	352.96	352.96	05/17/2024	INV	PD	2024 w
CHECK DATE: 05/15/2024										
57211		05/07/2024	05/15-AV	71519	14.00	14.00	05/22/2024	INV	PD	5/3 Pu
CHECK DATE: 05/15/2024										
					14,022.09					
100817 WILLMAR FESTS										
050824		05/08/2024	05/15-AV	71520	65,000.00	65,000.00	05/23/2024	INV	PD	willma
CHECK DATE: 05/15/2024										
101721 WILLMAR HOCKEY ASSOCIATION										
4145		05/14/2024	05/15-AV	71521	300.00	300.00	05/29/2024	INV	PD	Advert
CHECK DATE: 05/15/2024										
900046 WILLMAR SOFTBALL ASSOC.										
4062024		05/03/2024	05/15-AV	71522	1,012.00	1,012.00	05/18/2024	INV	PD	Coachi
CHECK DATE: 05/15/2024										
293 INVOICES					644,404.35					

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

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
102365	CARDMEMBER SERVICE									
STMT/03-24		04/26/2024	EFTCK530	530	21,003.87	21,003.87	04/28/2024	DIR	PD	Bremer
CHECK DATE: 05/08/2024										
1 INVOICES					21,003.87					

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



City Council Action Request

Council Meeting Date:	May 20, 2024	Agenda Item Number:	6.O.
Agenda Section:	Consent Items	Originating Department:	Finance
Resolution:	No	Prepared By:	Tom Odens, Finance Director
Ordinance:	No	Presented By:	Tom Odens, Finance Director
Item:	City Finance Report through 4/30/2024		

RECOMMENDED ACTION:

For information only

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. General Fund 4-30-24
2. WWTP 4-30-24



**City of Willmar
General Fund
Budgetary Comparison Report
For the Period Ended April 30, 2024**

	<u>2023</u> <u>Actual</u>	<u>2024</u> <u>Annual Budget</u>	<u>2024</u> <u>Year-To-Date</u>	<u>% of 2024</u> <u>Budget</u>
<u>Revenues</u>				
General Property Taxes	\$ 8,100,691.32	\$ 9,159,636.00	\$ 98,019.38	1.07%
Licenses and Permits	535,354.08	505,000.00	138,642.57	27.45%
Intergovernmental	6,239,698.62	7,100,275.00	200,016.53	2.82%
Service Charges	976,952.15	891,628.00	413,828.75	46.41%
Fines and Forfeits	98,850.21	75,000.00	35,912.08	47.88%
Special Assessments	1,658.51	-	129.37	
Miscellaneous Revenue	1,381,204.35	386,000.00	43,276.37	11.21%
Other Financing Sources	2,565,274.24	3,301,808.00	1,193,228.72	36.14%
Total Revenues	\$ 19,899,683.48	* \$ 21,419,347.00	\$ 2,123,053.77	9.91%
<u>Expenditures</u>				
City Administrator	\$ 1,772,868.77	\$ 1,110,951.00	\$ 229,980.23	20.70%
Mayor and Council	336,547.40	378,150.00	103,187.06	27.29%
City Hall	2,342,944.32	810,217.00	262,850.79	32.44%
City Clerk	265,906.68	231,930.00	116,414.98	50.19%
Elections	7,545.22	125,859.00	20,816.35	16.54%
Finance Department	622,896.47	527,067.00	135,381.50	25.69%
Planning/Development Services	855,447.33	938,524.00	266,006.03	28.34%
Legal	459,230.07	350,000.00	124,757.35	35.64%
Information Technology	745,276.33	803,378.00	325,120.28	40.47%
Human Resources	182,831.80	215,206.00	64,643.72	30.04%
Cultural Diversity	3,856.55	173,578.00	53,775.95	30.98%
Sub-Total General Gov't.	7,595,350.94	5,664,860.00	1,702,934.24	30.06%
Police Department	6,203,045.29	6,481,869.00	2,089,182.28	32.23%
Fire Protection	1,008,434.39	1,192,512.00	291,886.20	24.48%
Sub-Total Public Safety	7,211,479.68	7,674,381.00	2,381,068.48	31.03%
Public Works	4,396,579.04	4,096,722.00	1,083,579.12	26.45%
Engineering	452,309.63	297,500.00	102,318.45	34.39%
Transit System	20,000.00	20,500.00	20,500.00	100.00%
Storm Water	98,317.02	83,500.00	17,590.03	21.07%
Sub-Total Streets/Highways	4,967,205.69	4,498,222.00	1,223,987.60	27.21%
WRAC	130,236.17	142,470.00	44,148.90	30.99%
Library	557,205.46	589,018.00	118,254.50	20.08%
Auditorium	57,899.84	111,768.00	10,858.97	9.72%
Parks & Recreation	1,095,630.82	1,093,248.00	328,692.81	30.07%
Civic Center	936,396.97	1,041,360.00	286,083.49	27.47%
Recreation/Event Center	23,062.63	10,000.00	309.52	3.10%
Community Center	268,740.16	292,433.00	102,090.50	34.91%
Aquatic Center	214,436.85	301,587.00	2,148.93	0.71%
Sub-Total Culture/Recreation	3,283,608.90	3,581,884.00	892,587.62	24.92%
Total Expenditures	\$ 23,057,645.21	\$ 21,419,347.00	\$ 6,200,577.94	28.95%

* Indicates Over Budget



City of Willmar
 Waste Treatment Plant
 Budgetary Comparison Report
 For the Period Ended April 30, 2024

	<u>2023</u> <u>Actual</u>	<u>2024</u> <u>Annual Budget</u>	<u>2024 Actual</u> <u>Year-To-Date</u>	<u>% of 2024</u> <u>Budget</u>
<u>Revenues</u>				
Intergovernmental	\$ 84,652.16	\$ 75,000.00	\$ 6,608.42	8.81%
Service Charges	9,804,384.56	10,075,000.00	1,703,254.72	16.91%
Miscellaneous Revenue	915,250.94	150,000.00	72,164.62	48.11%
Total Revenues	\$ 10,804,287.66	\$ 10,300,000.00	\$ 1,782,027.76	17.30%
<u>Expenditures</u>				
Waste Treatment - Treatment	7,938,213.41	12,887,325.00	1,556,437.12	12.08%
Waste Treatment - Collections	3,397,959.60	1,872,777.00	67,107.10	3.58%
Waste Treatment - Biosolids	232,144.70	296,900.00	119,200.99	40.15%
Waste Treatment - Eagle Lake	57,625.55	30,650.00	10,864.80	35.45%
Total Expenditures	\$ 11,625,943.26	\$ 15,087,652.00	\$ 1,753,610.01	11.62%

* Indicates Over Budget



City Council Action Request

Council Meeting Date:	May 20, 2024	Agenda Item Number:	6.P.
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:	May 20, 2024	Agenda Item Number:	6.Q.
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. Finance - May 2024
2. Fire Department Graph
3. Fire Department Service Calls
4. Human Resources Update 5.13.2024
5. Parks & Recreation Directors Report
6. Planning and Development May Report
7. Willmar Police Department Stats
8. PUBLIC WORKS DIRECTOR REPORT May 2024



333 6th Street Southwest | Willmar, MN 56201 | 320.235.4913

May 2024 – Director’s Report

Enterprise ERP Upgrade (Financial Software)

We have initial training the week of May 13 Audited Comprehensive Financial Reporting (ACFR). Staff will be restarting the capital asset module with a timeline to be determined.

Year End

Staff have been busy gathering documentation in preparation for the 2023 audit. Our auditor, Westberg Eischens, will be on site doing their fieldwork at the end of May.

2024 Bond

The public hearing was held during the Council meeting on May 6, 2024. We will have a credit rating call with Moody’s the week of May 13th. This will influence the interest rates that we will be paying for the length of the bond. The Council will be presented with the bids on June 3rd during the regular meeting to accept the bids. If bids are accepted, we will receive funds during the last week of June.

2025 Budget

Finance will meet with administration and the Mayor to determine a budget calendar for the 2025 budget. Department heads will be entering their budget requests as well as their capital improvement requests beginning at the end of May.

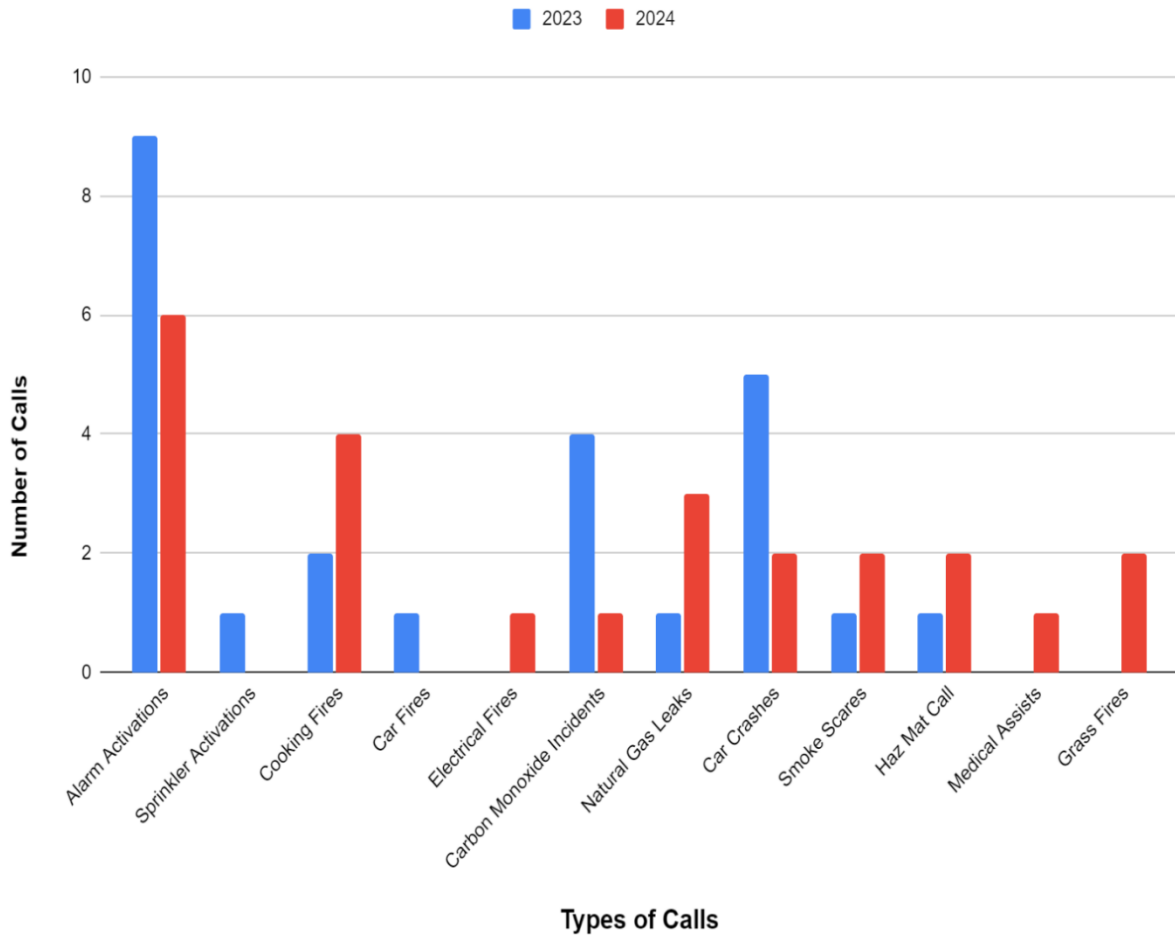
Staffing

We are pleased to welcome Lynne Payne to our team in finance. Lynne started on April 24 and comes to the City with many years of accounting experience.

Respectfully submitted,

Tom Odens

APRIL: Calls for Service 2023 & 2024



WILLMAR FIRE DEPARTMENT

MONTHLY CALLS FOR SERVICE

APRIL 2024

Type of Call	April 2023	April 2024
Alarm Activations	9	6
Sprinkler Activations	1	0
Cooking Fires	2	4
Car Fires	1	0
Electrical Fires	0	1
Carbon Monoxide Incidents	4	1
Natural Gas Leak	1	3
Car Crashes	5	2
Smoke Scares	1	2
Haz Mat Call	1	2
Medical Assists	0	1
Grass Fires	0	2

Current Month CFS: 24

First Responder Calls: 5

2024 Fire Calls for Service to date: 106

2024 First Responder Calls to date: 38

2023 Fire Calls for Service –April: 25

2023 Calls for Service to date: 103

Training:

April 4 -- Business Meeting

April 11 – Skywarn – Severe weather spotter training

April 18 – Annual physicals/ Fit testing also Annual safety training

April 25 – Off

April Response Time: 6:45

YTD Response Time: 6:20

Human Resources Update - 5/12/2024

- Staffing Update: We have been working on hiring over 100 temporary/seasonal summer positions for 2024:
 - DOAC – Lifeguards, Aquatics Staff, Concession workers
 - Recreation Programming – Recreation staff, Recreation Leaders, Officials
 - Community Center – Program Leaders
 - Public Works – Brush Site Attendants, Streets & Parks Maintenance staff
 - Fire Department - Painters
- Employee Recognition Celebration Event for 2024 is scheduled for 6/13/2024 from 4:00 – 7:00pm at the DOAC. Employees & Families, Mayor and Council members are encouraged to attend. Please RSVP by emailing Abby Ahrendt. aahrent@willmarmn.gov
- Working on The Worker's Compensation renewal for 2024 – 2025, through the League of MN Cities Insurance Trust/Berkley Administrators; finalized May 7, 2024, and effective 6/1/2024.
- We continue to work with Creative Planning (formerly Bergan KDV) on solving bugs within the K-Pay software implementation for Payroll & HRIS information. This has improved greatly over the past year.
- We are continually working to put historic files on Laserfiche in an organized way for ease of retrieval of documents. Previous employment files, labor contracts, legal files, policies, etc.

Respectfully submitted,

LuAnn Sietsema
Human Resources Director
City of Willmar



Phone: (320) 235-1545
2707 Arena Dr
Willmar, MN 56201



May 2024

Youth and Adult Recreation:

Adult Volleyball

- Wrapped up our 3 Adult spring leagues this past week. There were 14 teams signed up for all leagues.
- Currently working on dates for next winter.

Adult Hockey

- Dates are set for next winter.
- Tom Hanson's family is hosting a celebration of life open house at the Civic Center on June 10th.

Youth Softball

- Practices are underway. Tournaments and League games are scheduled.
- Over 80 girls are participating this summer, ranging from 10u-18u.

Youth Baseball

- Practices start this week. Gear has been distributed to coaches, and new uniforms are coming soon!
- Over 60 boys are playing rec baseball this season.

Adult Softball

- The season starts next week. We currently have 19 teams registered.

Other youth programs:

- Anita and Devin participated in the Willmar High School job fair. They hired several new staff and promoted new intramural opportunities for next year.
- Little Anglers fishing clinic- We had about 100 kids come to the clinic this year.
- Let's play pickleball- 9 kids.
- April Gymnastics- 67 kids.
- April Volleyball Camp- 58 Kids.
- Freestyle Wrestling- 21 kids.
- Little Cardinal Spring Soccer- 142 kids.

Bikes

- Willmar Bike Share bike rental system up and running.
- The maintenance staff helped fix up bikes.

DOAC

- Staff have been busy interviewing lifeguards and inside staff.
- Ordering pool chemical and cleaning supplies
- Staff are preparing training schedules for the first week of June.
- Many groups are contacting staff for birthday parties and private pool rentals.
- The pool will open on June 7th.

Facilities:

Phone: (320) 235-1545
2707 Arena Dr
Willmar, MN 56201



Events at the Civic Center

- In April, we had the KWLM spring show, an Islamic Prayer, Wrestle Mania, Life Connections, Youth Fishing Clinic, and the Eco Fair/Healthy Kids Day
- Ridgewater Graduation- May 10
- Willmar High School Graduation- Planned for June 2
- Private Rentals- 3-weekend rentals for graduation parties in May
- Carden Circus- June 15
- MN Dot Employee Meeting was held on May 2nd.

Shelter Rentals

- Rice Park, Shelter #1, Hilltop and Open Shelter #2 open for rentals on May 1st
- There were 19 shelter rentals in April.
- There are 49 shelter rentals for May as of now.

Baseball/Softball Scheduling

- Staff have been scheduling fields for Willmar Middle School and HS Varsity and JV softball and baseball teams, Rec league softball and baseball teams, baseball association teams, Willmar Rails, Willmar Stingers, Ridgewater, Adult Rec Softball, Willmar Legion and any other rentals for fields.
- Working with the Baseball Association for the Willmar Baseball Classic
- Working with One Way Athletics and MBSE for Spring and Summer Ice Scheduling

Community Center:

- Daddy Daughter Formal- You Glow Girl was a great hit! 127 registrations!
- Pool tournament went well (1st one!)
- The Spring Puzzle contest will be featuring ten teams from the area!
- Hosted a great steppingstone class- met our max registrants at 10.
- Wrapping up spring and gearing up for summer!
- Groups in the community center meet daily with exercise classes, meetings, coffee socials, and programs!

Other items:

- Working with Willmar Bike group on the Trailhead Shelter and Bathroom project
- The Willmar Rotary group and staff are working on applying for the Greater MN Parks and Trail Legacy grant for the amphitheater project.
- Capital Projects—Sperry Pickleball Courts will be resurfaced starting July 19th, and Valleyside Playground Equipment has been ordered. The pool shed and umbrellas are installed. We are working on quotes for the Civic Center Shop roof and Sandpro.
- Working with Willmar Rotary on the AED project for the parks



333 6th Street Southwest | Willmar MN 56201 | 320.235.4913

May 2024 – Director's Report

Staff

Downtown Willmar, formerly Willmar Main Street, has officially launched a new logo, and name across all platforms, Facebook, Instagram, and Webpage. Please connect with @DowntownWillmar on social media to stay UpToDate about happenings in Downtown Willmar. For more information contact planning@willmarmn.gov.

Boards + Commission

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

- Board of Zoning Appeals (BZA)
- Downtown Willmar 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

April 2024

- 67 permits were issued.
- Total Valuation: \$5,687,893.00
- Total Permit Fee: \$31,607.16

Willmar Police Department

Monthly Calls for Service Statistics

Title	April 2023	April 2024
911 Hang Up	23	10
Abandoned Vehicles	66	69
Agency Assist	52	39
Alarm	26	29
Alcohol Offense	5	11
Animal	36	48
Assault	10	9
Burglary	6	3
Child Custody Dispute	2	11
Crash	60	46
Criminal Damage To Property	22	24
Disorderly	21	9
Domestic	36	39
Drugs	18	8
Family Service	57	101
Fight	3	10
Fraud	19	20
Gun Permits	24	14
Harassment	33	36
Information	7	8
K-9 Assist	1	0
Lost And Found	33	32
Mental Issues	9	74
Missing Person	24	26
Motorists Assist	14	10
Neighborhood Disturbance	21	23
Public Assist	2	149
School Related Incidents	9	11
Sex Crimes	6	11
Sudden Death/Bodies Found	3	3
Suicidal Person	11	2
Suspicious	63	56
Theft	44	43
Traffic Complaint	47	45
Traffic Stop	296	303
Trespass	8	12
Warrant Service	25	25

Current Month CFS:

1433

YTD Calls for Service:

5397

2023 Month CFS:

1333

(Some minimal CFS
categories not shown)



MAY 2024

Street Projects

The 2024 street project construction season is upon us. Private utility work, tree removal, pavement removal, temporary water connections, and curb & gutter work are just a few examples of the work that has been happening recently in the 13th/Grace/Rice area and the 10th St NW area. Work on the 19th Ave bike path & the Thompson Park parking lot will begin shortly as well.

Contractors are working on Gorton Ave to finish reconstruction on the West End and also to reconstruct the bike path. Work on this project is expected to be done by the end of June. Concrete spot repairs will be done on the Irene/Augusta/Mary project and the final bituminous layer is tentatively scheduled for the last week in May.

A new seeding subcontractor has been appointed to repair & reseed 6th St SW, as well as Industrial Drive SW. These are projects from 2022 and the turf establishment was not up to standards. We ask that our residents water during dry spells to give this grass the best chance to thrive.

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 lab started the fecal testing season on May 1st.
- Matt finished his DOCs for the year.
- Completed a new calibration curve for ammonia on the spectrophotometer.
- WPD Sergeant Oakleaf provided staff with active shooter training.
- Sam Lungstrom was nominated for the MWOA's Class D operator of the year.
- Staff provided multiple plant tours to several area schools.
- Submitted the monthly EDMR to the MPCA.
- JOTS billing and Hauled-in waste billings.
- Cell service communications installed at EL 5.
- Monthly generator runs at multiple lift stations and the plant.
- Sara graduated from the L.E.A.D. program.
- Completed staff training on Illicit Discharge Detection and Elimination for Parks and Rec., Fire, and Police departments.
- Attended Healthy Earth Healthy Kids eco-fair.
- Followed up on several reports of illicit discharge/stormwater concerns throughout the city.
- Shared public education messages on wastewater and stormwater topics.

Public Works Updates from Superintendent Kyle Radunz

- Street Sweeping is being done daily.
- Care for Parks- PW operators have reconnected pipes/fittings and turned on the water at our shelters, ball fields, and splash pad.
- Fields- Crews have been doing field maintenance as teams begin to play games as practice. Dragging, chalking, mowing, and turf work are just a few of the tasks being done.
- Concrete projects are happening, including an apron on the new DOAC shed.
- Traffic Signals – Operators have been troubleshooting issues at various locations but specifically 1st St & Trott Ave. We are gathering information and quotes for a permanent fix at this location.
- Stump grinding is taking place.
- Traffic painting is happening, specifically crosswalks and turn arrows.
- Spring sewer jetting is taking place. This is routine maintenance.
- The brush site is open and available for residents to dispose of their grass/leaves/branches.
- Started maintenance and repairs on numerous gravel roads.
- Mowing is done daily with multiple machines and operators cutting grass.
- MS4 outfall inspection data is being collected as part of the stormwater permit.
- Larvicide has been placed in our ponds and wet areas for mosquito control purposes.

The Public Works Department has investigated the storm sewer main on Benson Ave between 3rd Street and 4th Street SW. When we were made aware of water issues in the basement of one of the properties, we went over and visually inspected the stormwater main. We found no concerns with this main line, but to be safe, we arranged for the line to be televised by a 3rd party. This televising confirmed that the main line is in good condition and is not the cause of the water issues in the building. The City of Willmar is responsible for storm and sanitary *main* lines. Service lines are the responsibility of property owners and others. Willmar Municipal Utilities has told me that they are planning to dig up their sump pump line and repair any leaks in that service line. I am hopeful that this will help alleviate other issues.

City Hall/Auditorium

General maintenance and cleaning are being performed daily. HVAC, door, and electrical 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

Income Statement

Group Summary

For Fiscal: 2024 Period Ending: 03/31/2024

SubCategory;DepartmentGroups	Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 100 - Electric					
Revenue					
401 - Residential	2,133,529.50	2,133,529.50	186,852.85	1,568,870.31	564,659.19
402 - Commercial/Industrial	5,028,607.95	5,028,607.95	211,849.28	3,222,132.26	1,806,475.69
404 - City Franchise Fee	739,571.55	739,571.55	39,794.86	503,492.48	236,079.07
405 - Transmission	720,742.98	720,742.98	159,821.84	566,300.94	154,442.04
419 - Interest	112,500.00	112,500.00	106,574.67	309,381.34	-196,881.34
420 - Unrealized Gain (Loss) on Investments	0.00	0.00	71,991.23	18,624.95	-18,624.95
499 - Miscellaneous Revenues	244,997.52	244,997.52	149,108.09	352,414.77	-107,417.25
Revenue Total:	8,979,949.50	8,979,949.50	925,992.82	6,541,217.05	2,438,732.45
Expense					
500 - Production	70,996.59	70,996.59	96,895.16	113,250.98	-42,254.39
555 - Purchased Power	4,398,273.72	4,398,273.72	519,752.11	3,002,845.47	1,395,428.25
560 - Transmission	1,099,377.78	1,099,377.78	310,642.59	931,484.91	167,892.87
580 - Distribution	536,941.53	536,941.53	86,928.36	401,032.10	135,909.43
900 - Customer Service	48,583.77	49,833.78	12,610.92	46,120.38	3,713.40
906 - Energy Services/Marketing	39,900.24	39,900.24	4,665.11	6,682.37	33,217.87
920 - General & Administrative	682,247.28	682,247.28	139,169.23	599,915.67	82,331.61
997 - Cash Payment to City	533,996.79	533,996.79	179,383.33	538,149.99	-4,153.20
998 - Depreciation	529,016.01	529,016.01	173,752.97	519,138.58	9,877.43
999 - Miscellaneous	1,249.50	0.00	0.00	11,595.00	-11,595.00
Expense Total:	7,940,583.21	7,940,583.72	1,523,799.78	6,170,215.45	1,770,368.27
Fund: 100 - Electric Surplus (Deficit):	1,039,366.29	1,039,365.78	-597,806.96	371,001.60	668,364.18
Fund: 200 - Water					
Revenue					
401 - Residential	679,459.08	679,459.08	73,550.53	472,273.39	207,185.69
402 - Commercial/Industrial	727,149.00	727,149.00	44,533.05	467,391.76	259,757.24
419 - Interest	12,495.00	12,495.00	13,055.49	34,877.51	-22,382.51
420 - Unrealized Gain (Loss) on Investments	0.00	0.00	7,999.03	2,069.45	-2,069.45
499 - Miscellaneous Revenues	19,392.24	19,392.24	-2,096.75	13,808.81	5,583.43
Revenue Total:	1,438,495.32	1,438,495.32	137,041.35	990,420.92	448,074.40
Expense					
500 - Production	95,130.63	95,130.63	17,034.48	59,789.01	35,341.62
580 - Distribution	311,157.72	311,157.72	71,718.32	248,401.86	62,755.86
900 - Customer Service	28,783.20	28,783.20	6,660.73	21,719.65	7,063.55
920 - General & Administrative	226,035.09	226,035.09	52,173.72	202,744.28	23,290.81
998 - Depreciation	402,003.12	402,003.12	33,259.95	100,754.96	301,248.16
Expense Total:	1,063,109.76	1,063,109.76	180,847.20	633,409.76	429,700.00
Fund: 200 - Water Surplus (Deficit):	375,385.56	375,385.56	-43,805.85	357,011.16	18,374.40
Total Surplus (Deficit):	1,414,751.85	1,414,751.34	-641,612.81	728,012.76	
Fund	Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
100 - Electric	1,039,366.29	1,039,365.78	-597,806.96	371,001.60	668,364.18
200 - Water	375,385.56	375,385.56	-43,805.85	357,011.16	18,374.40
Total Surplus (Deficit):	1,414,751.85	1,414,751.34	-641,612.81	728,012.76	



City Council Action Request

Council Meeting Date:	May 20, 2024	Agenda Item Number:	10.A.
Agenda Section:	Public Hearing:	Originating Department:	Planning and Development
Resolution:	Yes	Prepared By:	Christopher Corbett, Planning and Development Director
Ordinance:	Yes	Presented By:	Christopher Corbett, Planning and Development Director
Item:	Consideration to amend the Ordinance authorizing the sale of real property to Cura and set a new public hearing for June 3, 2024		

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, a resolution amending and approving the purchase agreement between the City of Willmar and Cura selling 4.66 acres of Parcel 95-921-5690 of the NW Corner at Swansson Field for the construction of an affordable senior living project.

Motion By: _____ Second By: _____ to amend an ordinance authorizing the sale of 4.66 acres of Parcel 95-921-5690 at Swansson Field to Cura and call for a public hearing on June 3, 2024, at 6:30 PM.

Motion By: _____ Second By: _____ to authorize the publication of the ordinance authorizing the sale of 4.66 acres of Parcel 95-921-5690 at Swansson Field to Cura by summary

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

The purchase price for the 4.66-acre site is \$115,000.00 Cura would be paying a Park Dedication Fee (7% of the land value) that would be an estimated \$8,050.00; and Cura would split the cost of stormwater mitigation in partnership with the City of Willmar.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Resolution to Approve Amended Purchase Agreement with CURA
2. Amended_ purchase agreement for cc approval

3. Amended Ordinance authorizing sale to CURA 052024
4. Amended_Summary publication of CURA land sale ordinance 05.20.2024
5. PDF_Cura_Public Hearing_5.20.2024

Resolution No._____

A RESOLUTION APPROVING THE AMENDED COMMERCIAL PROPERTY PURCHASE AGREEMENT WITH CURA

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota that the Commercial Property Purchase Agreement with CURA 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 20th day of May, 2024

Mayor

Attest:

City Clerk

COMMERCIAL PROPERTY PURCHASE AGREEMENT

This Commercial Property Purchase Agreement (this “Agreement”) is made this _____ day of _____, 2024 (“Effective Date”), by and between 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 4.66 ~~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 Fifteen Thousand and 00/100 (115,000.00) ~~One Hundred and Fifty Thousand and 00/100 Dollars (\$150,000.00)~~ for the approximately 4.66 ~~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)

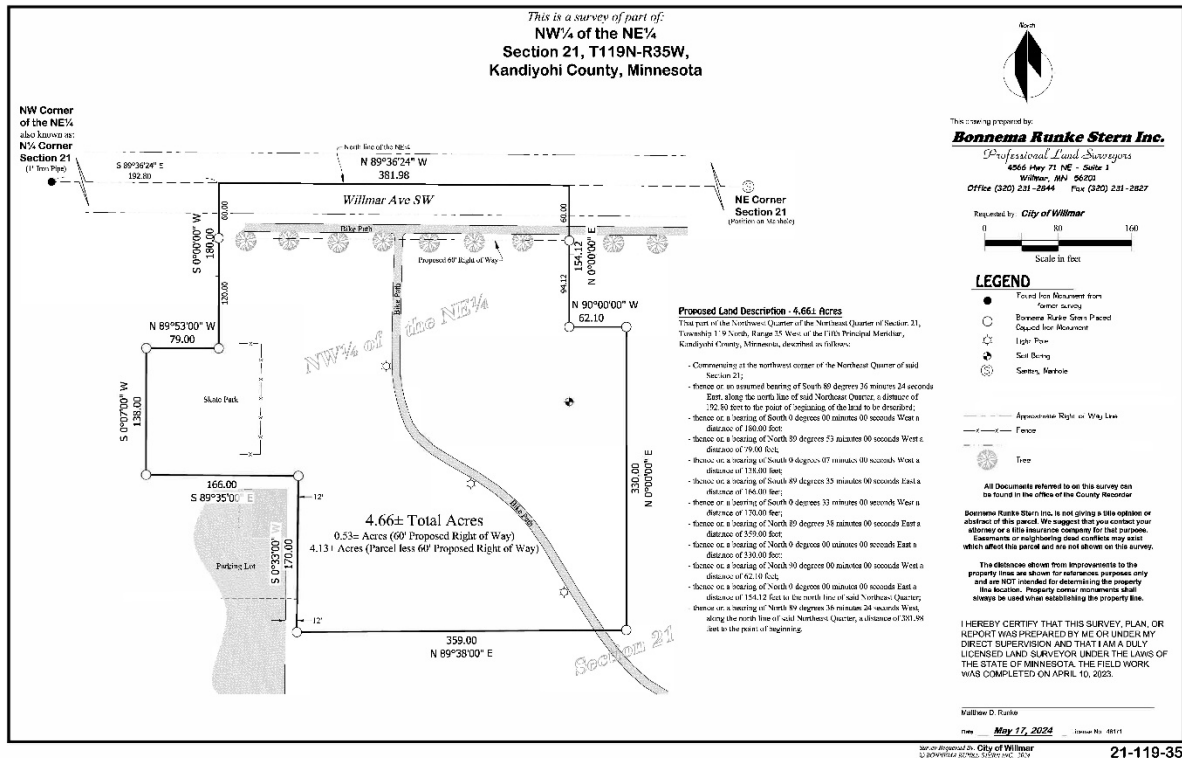
That part of the Northwest Quarter of the Northeast Quarter of Section 21, Township 119 North, Range 35 West of the Fifth Principal Meridian, Kandiyohi County, Minnesota, described as follows:

- 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.

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

- Commencing at the northwest corner of the Northeast Quarter of said Section 21;
- 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 192.80 feet to the point of beginning of the land to be described;
- thence on a bearing of South 0 degrees 00 minutes 00 seconds West a distance of 180.00 feet;
- thence on a bearing of North 89 degrees 53 minutes 00 seconds West a distance of 79.00 feet;
- thence on a bearing of South 0 degrees 07 minutes 00 seconds West a distance of 138.00 feet;
- thence on a bearing of South 89 degrees 35 minutes 00 seconds East a distance of 166.00 feet;
- thence on a bearing of South 0 degrees 33 minutes 00 seconds West a distance of 170.00 feet;
- thence on a bearing of North 89 degrees 38 minutes 00 seconds East a distance of 359.00 feet;
- thence on a bearing of North 0 degrees 00 minutes 00 seconds East a distance of 330.00 feet;
- thence on a bearing of North 90 degrees 00 minutes 00 seconds West a distance of 62.10 feet;
- thence on a bearing of North 0 degrees 00 minutes 00 seconds East a distance of 154.12 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 381.98 feet to the point of beginning.

EXHIBIT B DEPICTION OF THE PROPERTY



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~~ 4.66 acres located within Parcel No. 95-921-5690, as legally defined on Exhibit A hereto, including 0.53 acres proposed to be dedicated for public right-of-way, 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 revised Commercial Property Purchase Agreement to be reapproved by the Willmar City Council and 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:

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: _____

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.

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

- Commencing at the northwest corner of the Northeast Quarter of said Section 21;
- 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 192.80 feet to the point of beginning of the land to be described;
- thence on a bearing of South 0 degrees 00 minutes 00 seconds West a distance of 180.00 feet;
- thence on a bearing of North 89 degrees 53 minutes 00 seconds West a distance of 79.00 feet;
- thence on a bearing of South 0 degrees 07 minutes 00 seconds West a distance of 138.00 feet;
- thence on a bearing of South 89 degrees 35 minutes 00 seconds East a distance of 166.00 feet;
- thence on a bearing of South 0 degrees 33 minutes 00 seconds West a distance of 170.00 feet;
- thence on a bearing of North 89 degrees 38 minutes 00 seconds East a distance of 359.00 feet;
- thence on a bearing of North 0 degrees 00 minutes 00 seconds East a distance of 330.00 feet;
- thence on a bearing of North 90 degrees 00 minutes 00 seconds West a distance of 62.10 feet;
- thence on a bearing of North 0 degrees 00 minutes 00 seconds East a distance of 154.12 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 381.98 feet to the point of beginning.

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 4.66 acres of open space south of the Swansson Field, 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.



City Council Action Request

Council Meeting Date:	May 20, 2024	Agenda Item Number:	11.A.
Agenda Section:	Regular Business	Originating Department:	Fire Department
Resolution:	Yes	Prepared By:	Frank Hanson, Fire Chief, Tom Odens, Finance Director
Ordinance:	No	Presented By:	Frank Hanson, Fire Chief, Tom Odens, Finance Director
Item:	Public Safety Aid Purchases		

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, to approve the Resolution to fund the following items with the use of the Public Safety Aid monies.

- \$403,497.00 To Rosenbauer, Minnesota, LLC for partial payment of the new fire truck purchase.
- \$289,117.12 To Motorola Solutions for the purchase of replacement radio equipment for the Fire Department
- \$207,660.18 To Motorola Solutions for the purchase of replacement radio equipment for the Police Department
- \$16,955.00 To OHD, LLLP for fit testing equipment

OVERVIEW:

In December 2023, the City of Willmar received \$922,292.00 as a one-time Public Safety Aid from the State of Minnesota. This money is to be used for various public safety items, including equipment, with some exceptions. A list of priorities was developed and is being recommended for approval.

- \$403,497.00 To Rosenbauer, Minnesota, LLC for partial payment of the new fire truck purchase.
- \$289,117.12 To Motorola Solutions for the purchase of replacement radio equipment for the Fire Department
- \$207,660.18 To Motorola Solutions for the purchase of replacement radio equipment for the Police Department
- \$16,955.00 To OHD, LLLP for fit testing equipment

The City Council has previously approved the purchase of a new ladder truck in the amount of \$1,732,825. \$403,497.00 of public safety aid will be used towards that purchase price.

Both the Police and Fire Departments continue to use Motorola radios that are dated and no longer supported. In 2022 and 2023, FEMA grants were submitted for this radio equipment but were unsuccessful. Future department budgets will include an equipment replacement line for these items.

Additionally, staff is requesting fit testing equipment. This equipment is designed to test the seal of a face piece to the operator's face with all respiratory equipment. This is an annual OSHA requirement for each employee using respiratory equipment. The fire department, police department, wastewater department, and Willmar Municipal Utilities will have access to this tester. We currently outsource this annual test.

Quotes have been received for each of the requests. A quote was received from Motorola Solutions (West Central Communications). This is a state bid and only requires one quote for each of the fire department and police department radios. We have received two quotes for the fit testing equipment: 1. OHD, LLLP for \$16,955.00 and 2. From TSI for \$22,025. We recommend purchasing this equipment from OHD, LLLP for \$16,955.00.

BUDGETARY/FISCAL ISSUES:

- \$403,497.00 To Rosenbauer, Minnesota, LLC for partial payment of the new fire truck purchase.
- \$289,117.12 To Motorola Solutions for the purchase of replacement radio equipment for the Fire Department
- \$207,660.18 To Motorola Solutions for the purchase of replacement radio equipment for the Police Department
- \$16,955.00 To OHD, LLLP for fit testing equipment

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Public Safety Aid Resolution
2. Willmar FD Radio Quote 5-14-24
3. Willmar PD Mobile Radio Quote
4. Willmar PD Portable Radio Quote
5. OHD - Fit Testing Equipment Quote
6. TSI - Fit Testing Equipment Quote

RESOLUTION NO. _____

AUTHORIZATION TO PURCHASE PUBLIC SAFETY EQUIPMENT WITH STATE PUBLIC SAFETY AID FUNDING.

Motion By: _____

Second By: _____

BE IT RESOLVED, by the City council of the City of Willmar, a Municipal Corporation of the State of Minnesota, the purchase of the following equipment using the “Public Safety Aid” fund.

- \$403,497.00 To Rosenbauer Minnesota, LLC for partial payment of the new ladder truck
- \$289,117.12 To Motorola Solutions for the purchase of replacement radio equipment for the fire department
- \$207,660.18 To Motorola Solutions for the purchase of replacement radio equipment for the police department
- \$16,955 To OHD, LLLP for fit testing equipment

BE IT FURTHER RESOLVED, by the City council of the City of Willmar, a Municipal Corporation of the State of Minnesota, to authorize the Finance Director to amend the 2024 Capital Improvement Project budget as follows:

Decrease: Public Safety Act fund \$919,229.30

Increase: 1. 2024 Capital Improvement Project budget (Fire Department),
\$306,072.12

2. 2024 Capital Improvement Project budget (Police Department)
\$207,660.18

3. 2024 Capital Improvement Project budget (Vehicle Replacement)
\$405,497.00

Dated this 20th day of May 2024

MAYOR

ATTEST:

CITY CLERK



A **DSC** Company
 612 Industrial Drive SW
 Willmar, MN 56201
 320-235-0811

Jenniferk@wccwireless.com

QUOTE

Quote NO. GRANT_051424
 DATE May 14, 2024



TO WILLMAR FIRE DEPARTMENT
 FRANK HANSON
 515 SW 2ND STREET
 WILLMAR, MN 56201

SALESPERSON	JOB	PAYMENT TERMS	Expiration Date
Jennifer Kidrowski		NET 30 DAYS	7/12/24

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
4.00	APX4500 w/AES REMOTE MOUNT, O2 CTRL HEAD, 3YR WARR	\$ 4,767.84	\$ 19,071.36
38.00	APX6000XE EXTREME, YELLOW, UL/IS, SUBMERSIBLE, 3100MAH BATTERY, 7 YEAR WARRANTY	\$ 6,118.64	\$ 232,508.32
38.00	PMMN4107 REMOTE SPKR/MIC, EXTREME HEAT, VOL STEP, LIGHT	\$ 427.68	\$ 16,251.84
6.00	NNTN8844 6-UNIT AC CHARGER, APX6000XE	\$ 1,227.74	\$ 7,366.44
10.00	NNTN8860B CHARGER, SINGLE UNIT, APX6000XE	\$ 134.28	\$ 1,342.80
2.00	APX6000 PORTABLE, 2550MAH BATTERY, ANTENNA, BELT CLIP, 7 YEAR WARRANTY	\$ 4,570.64	\$ 9,141.28
2.00	PMMN4069 SPEAKER MICROPHONE	\$ 95.76	\$ 191.52
2.00	NNTN8860B CHARGER, SINGLE UNIT, APX6000XE	\$ 134.28	\$ 268.56
1.00	LABOR: Build codeplugs, program radios, program zone	\$ 2,095.00	\$ 2,095.00
4.00	LABOR: Remove old unit & Install new APX4500 mobile	\$ 220.00	\$ 880.00

Notes: APX6000XE radios have Encryption (DES/OFB and AES). The APX4500 have ONLY AES encryption. The APX6000 radios DO NOT have any encryption.

SUBTOTAL	\$ 289,117.12
SALES TAX	
TOTAL	\$ 289,117.12

Make all checks payable to West Central Communications, Inc.

THANK YOU FOR YOUR BUSINESS!



Page 152 of 168



DATE May 13, 2024



Page 153 of 168

**Willmar Fire Department**

333 6th Street Southwest
Willmar, MN 56201
United States

Quote number: 20240122-100439471

Quote created: January 22, 2024

Quote expires: July 31, 2024

Rich Taylor

richard.k.taylor@state.mn.us
+13202916693

Matt Grave

Deputy Chief
mgrave@willmarmn.gov
+13202351354

Item & Description	Unit Price	Quantity	Total
FTK 9519-4200 QuantiFit2 Respirator Fit Testing System with Bluetooth	\$10,200.00	1	\$10,200.00
FTK 9513-0130 Kit 1 40 MM DIN Single Screw In	\$385.00	1	\$385.00
FTK 10144231 SP G1 Facepiece 40 MM Adapter Assy MSA	\$200.00	1	\$200.00
FTK 3010-4023 QuantiFit2 Battery	\$450.00	1	\$450.00
SERPG 9519-4020/5 5-yr Quantifit2 Gold Package -Calibration & Maintenance -Full Warranty Through Contact -OHD Accessory Assurance -OHD Insured Round Trip Shipping -3 Day In House Service Turnaround	\$5,645.00	1	\$5,645.00

One-time subtotal	\$16,880.00
Shipping	\$75.00
Total	\$16,955.00



500 Cardigan Road
Shoreview, MN 55126
USA
EIN 41-0843524

Tel: (800)680-1220
Fax: (651)490-3824
Web: www.TSI.com
Email: orders@TSI.com

Page 1 of 3

Quotation

Quote Contact

Matt Grave
Tel: 3202351354
Email: mgrave@willmarmn.gov

Bill-To-Party

WILLMAR FIRE DEPT
515 2ND ST SW
WILLMAR MN 56201-3314

Ship-To-Party

WILLMAR FIRE DEPT
515 2ND ST SW
WILLMAR MN 56201-3314

Make PO Out To: TSI Incorporated

Quotation Number 20281572
Quotation Date 05/14/2024
Customer No 517564
Cust. Ref. 8048-T
Incoterms 2020 CPT: Prepay & Add
Consignee's Premises
Payment Term Net 30 days
Valid To 07/31/2024
Currency USD
Method of Payment PO, Visa, Amex, Mastercard
Reference Quote number when submitting PO

Item	Material/Description	Quantity	Unit Price	Amount
1	8048-T PortaCount Model 8048-T; w/ Tablet INCLUDES OPTIONAL Microsoft Surface Go Tablet Bundle - FitPro Ultra Software is pre-loaded onto the tablet, the tablet can also be used with an included WiFi adapter to display exercise animation prompts for employees on the tablet while the fit test is controlled on a computer. If the tablet option is not desired, add this part number to the PO instead: 8048, \$15,985 Specs: # Uses the CNC, QUANTITATIVE Fit Testing Method (Condensation Nuclei Counting/Ambient Particle Counting), 0.35 LPM flow rate. # Minimum of 350 cc/cm3 of ambient particles in the air to perform a fit test for reusable elastomeric APRs and SCBAs # The 8048 utilizes an N95 Companion Particle classifier to account for particles that leak through filtering facepiece respirators with less than 99% efficiency, ensuring no false negative results when fit testing N95 respirators. # FitCheck and/or realtime mode for training or fitting respirators. Measure fit factor in-real time. # Built-in video/active animations guides test subject through the testing, demonstrating how to do each test & exercise. # Interactive troubleshooting guide built-in.	1.00 EA	16,235.00 15,985	16,235.00 15,985.00
2	8025-N95R Fit Test Probe Refill Kit for 8025-N95 Refill Kit for 8025-N95 Sampling Probe Kit For fit testing disposable filtering-facepiece respirators. Includes: 500 Probes, 500 Push Nuts (no tools).	1.00 EA	175.00	175.00
3	8025-31 Adapter Kit - MSA Air/Fire/Blackhawk For MSA AirHawk/FireHawk/Blackhawk Series with push to connect or slide to connect connections	1.00 EA	360.00	360.00



500 Cardigan Road
Shoreview, MN 55126
USA
EIN 41-0843524

Tel: (800)680-1220
Fax: (651)490-3824
Web: www.TSI.com
Email: orders@TSI.com

Page 2 of 3

Quotation

Bill-To-Party
WILLMAR FIRE DEPT

Quotation Number 20281572
Quotation Date 05/14/2024

Item	Material/Description	Quantity	Unit Price	Amount
4	8025-34 Mask Sample Adaptor Kit, MSA G1 Mask FIT TEST ADAPTOR KIT FOR MSA G1 FULLFACE MASK	1.00 EA	390.00	390.00
5	8025-CEN Fit Test Adapter Kit (40mm Generic) Fit Test Adapter Kit for masks with standard 40mm thread. Includes disposable components for 200 fit tests including (200) Clips, (200) Suction Cups, (50-ft) Tubing, and instructions.	1.00 EA	275.00	275.00
6	B2B5-8048 QG B2B Warranty, 5-Yr, PortaCount 8048 OPTIONAL Quality Guard Bumper to Bumper 5 year service plan, includes Five Annual Clean and Calibration Services, and extends standard 2-year warranty to 5-years total for repairs at no extra charge. Locks in operating costs for the full term of 60 months, and includes return shipping back to customer when repair or Annual Clean and Calibration Services are performed.	1.00 EA	5,375.00	5,375.00
			Sub Total	22,025 22,810.00
			Freight	TBD
			Tax	1,373.01
			Total Amount	24,183.01 22,025.00

1) Please email orders to: marty.brands@tsi.com.

2) If your organization is tax exempt, and tax is shown on the quote, please send a copy of your certificate with your order.

3) Shipping is Pre-pay and Add to final invoice, or customer can provide their own UPS or FedEx account number at time of order or on purchase order.

Marty Brands
Technical Sales Specialist II
TSI Health & Safety
marty.brands@tsi.com
tel: 847-962-2590

Sales Tax and Freight charges determined by tax status of customer and shipping method selected.

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations.



City Council Action Request

Council Meeting Date:	May 20, 2024	Agenda Item Number:	11.B.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	Yes	Prepared By:	Leslie Valiant, City Administrator
Ordinance:	No	Presented By:	John Harren
Item:	MNDot Cooperative Agreement for WMU's lighting project on TH 12		

RECOMMENDED ACTION:

Approve MNDot Cooperative Agreement for new Trunk Highway 12 Lighting System for \$81,079.

OVERVIEW:

The Willmar Municipal Utilities (WMU) have been in conversations with MnDot regarding highway lighting improvements along the Trunk Highway 12 East corridor. The agreement for this project is between the City of Willmar, acting through its City Council (City). The City (WMU) will install, in coordination with the State, a new Trunk Highway Lighting System on Trunk Highway No 12. The project starts at 24th St SE taking off from existing lights and going east all the way past 28th St SE with lights on both sides of TH 12 for the most part. Existing lights came down around 2014 with TH 12 being widened along with WMU overhead distribution feeder lines.

WMU recently received a request and concerns from some business owners along TH 12 as to when the lights would return. Without the street lighting, intersections were difficult to see.

The total project bid is \$162,158, with MnDot agreeing to share 1/2 of the lights cost with WMU specs. Plans went out to MnDot last fall. MnDot used their photometrics software to design the details of the project.

BUDGETARY/FISCAL ISSUES:

Willmar Municipal Utilities budget expense

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. 1056335 AGR WILLMAR
2. Streetlight Project HWY 12 East Model (1)
3. St light

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
CITY OF WILLMAR
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (SP):	<u>3403-82</u>	Original Amount Encumbered
Trunk Highway Number (TH):	<u>12=010</u>	<u>\$81,079.00</u>
Lighting System Feed Point No.:	<u>CITY</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation (State) and the City of Willmar, acting through its City Council (City).

Recitals

1. The City will install, in coordination with the State, a new Trunk Highway Lighting System (Lighting System) on Trunk Highway No. 12 from 250 feet West of 24th Street SE to 28th Street SE, within the City of Willmar, according to City-prepared plans, specifications, and special provisions (Project); and
2. The City will provide for installation, operation, ownership, maintenance, and electrical energy of the new Lighting System; and
3. The City requests the State participate in the costs of the Lighting System construction and the State is willing to participate in the costs of said construction and associated construction engineering; and
4. The City will install the lighting system in accordance with the previously issued Utility Permit No. 8-UL-2024-108856; and
5. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

1. **Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits**
 - 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
 - 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
 - 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: 2.4. State Ownership of Improvements; 5. Maintenance by the City; 9. Liability; Worker Compensation Claims; Insurance; 11. State Audits; 12. Government Data Practices; 13. Governing Law; Jurisdiction; Venue; and 15. Force Majeure.
 - 1.4. **Plans, Specifications, and Special Provisions.** City prepared plans, specifications, and special provisions on file in the office of the City Administrator and incorporated into this Agreement by reference (Project Plans).

2. Right-of-Way Use

- 2.1. Limited Right to Occupy.** The State grants to the City (and its contractors and consultants) the right to occupy Trunk Highway Right-of-Way as necessary to perform the work described in the Project Plans. This right is limited to the purpose of constructing the Project, and administering such construction, and may be revoked by the State at any time, with or without cause. Cause for revoking this right of occupancy includes, but is not limited to, breaching the terms of this or any other agreement (relevant to this Project) with the State, failing to provide adequate traffic control or other safety measures, failing to perform the construction properly and in a timely manner, and failing to observe applicable environmental laws or terms of applicable permits. The State will have no liability to the City (or its contractors or consultants) for revoking this right of occupancy.
- 2.2. State Access; Suspension of Work; Remedial Measures.** The State's District Engineer or assigned representative retains the right to enter and inspect the Trunk Highway Right-of-Way (including the construction being performed on such right-of-way) at any time and without notice to the City or its contractor. If the State determines (in its sole discretion) that the construction is not being performed in a proper or timely manner, or that environmental laws (or the terms of permits) are not being complied with, or that traffic control or other necessary safety measures are not being properly implemented, then the State may notify and require the City (and its contractors and consultants) to suspend their operations until the City (and its contractors and consultants) take all necessary actions to rectify the situation to the satisfaction of the State. The State will have no liability to the City (or its contractors or consultants) for exercising or failing to exercise its rights under this provision.
- 2.3. Traffic Control; Worker Safety.** While the City (and its contractors and consultants) are occupying the State right-of-way, they must comply with the approved traffic control plan, and with applicable provisions of the Work Zone Field Handbook (<http://www.dot.state.mn.us/trafficeng/workzone/index.html>). All City, contractor, and consultant personnel occupying the State's Right-of-Way must be provided with required reflective clothing and hats.
- 2.4. State Ownership of Improvements.** The State will retain ownership of its Trunk Highway Right-of-Way, including any improvements made to such right-of-way under this Agreement, unless otherwise noted.

3. Construction by the City

- 3.1. Lighting System Construction.** The City, with its own resources and equipment, will install a new Lighting System on Trunk Highway No. 12, from 250 feet West of 24th Street SE to 28th Street SE, within the City of Willmar, according to the City prepared Project Plans.
- 3.2. Direction, Supervision, and Inspection**
- A. Direction and Supervision by the City.** The Lighting System construction will be under the direction and supervision of the City and performed according to the Project Plans and said Permit. The City will give District Resident Construction Engineer five days' notice of its intention to start the Lighting System construction.
- B. Inspection and Light Pole Locations by the State.** The Lighting System construction covered under this Agreement will be open to inspection by the State. The State will have final approval of light pole locations and will provide for a final inspection and approval of the Lighting System construction. If the State believes the Lighting System construction has not been properly performed or that the construction is defective, the State will inform the City's authorized representative of those defects. Any recommendations made by the State will be binding on the City. The State will have exclusive right to determine whether the City's installation of the Lighting System has been satisfactorily performed.

- C. **Gopher State One Call.** After approval of final light pole locations by the State under 3.2.B, the City will be responsible to utilize the Gopher State One Call excavation notice system as required under Minnesota Statutes § 216D.

4. Utility Permit

The State Utility Engineer has issued Permit No. 8-UL-2024-108856 to the City for the new City owned Lighting System to be constructed upon and within the Trunk Highway Right-of-Way.

5. Maintenance by the City

Operation, maintenance and electrical energy responsibilities will be as follows for the Lighting System on Trunk Highway No. 12, from 250 feet West of 24th Street SE to 28th Street SE, within the City of Willmar, shown in Exhibit "A".

- 5.1. **Power.** The City will be responsible for the hook-up cost and application to secure an adequate power supply to the service pads or poles and will pay all monthly electrical service expenses necessary to operate the Lighting System.
- 5.2. **Lighting System Maintenance.** The City will provide maintenance and ownership of the lighting facilities construction. Maintenance of electrical lighting systems includes everything within the system, from the point of attachment to the power source or utility, to the last light on the feed point, including but not limited to re-lamping of lighting units or replacing of LED luminaires, repair or replacement of all damaged luminaire glassware, loose connections, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, defective starter boards or drivers, damaged fuse holders, blown fuses, knocked down poles including wiring within the poles, damaged poles, pullboxes, underground wire, damaged foundations, equipment pad, installation of approved splices or replacement of wires, repair or extending of conduit, lighting cabinet maintenance including photoelectric cell, electrical distribution system, Gopher State One Call (GSOC) locates, and painting of poles and other equipment.
- 5.3. **Right-of-Way Access.** The State authorizes the City to enter upon State Right-of-Way to perform the maintenance activities described in this Agreement.

6. State Cost and Payment by the State

- 6.1. **State Cost.** \$81,079.00 is the State's estimated cost for lighting system construction. The State's payment will be the State's full and complete lump sum cost for the construction.
- 6.2. **Conditions of Payment.** The State will pay the full and complete lump sum amount after the following conditions have been met:
- A. Encumbrance by the State of the State's full and complete State funded lump sum cost share.
 - B. Execution of this Agreement and transmittal to the City.
 - C. The State's receipt of a written request from the State for the advancement of funds. The request will include certification by the State that all necessary parties have executed the construction contract.
- 6.3. **Limitations of State Payment; No State Payment to Contractor.** The State's participation in the contract construction is limited to the estimated cost shown in Article 6.1, and the State's participation will not change except by a mutually agreed written amendment to this Agreement. The State's payment obligation extends only to the City. The City's contractor is not intended to be and will not be deemed to be a third party beneficiary of this Agreement. The City's contractor will have no right to receive payment from the State. The State will have no responsibility for claims asserted against the City by the City's contractor.

7. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

7.1. The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)
 Address: 395 John Ireland Boulevard, Mailstop 682, Saint Paul, MN 55155
 Telephone: (651) 366-4634
 Email: malaki.ruranika@state.mn.us

7.2. The City's Authorized Representative will be:

Name, Title: Leslie Valiant, City Administrator (or successor)
 Address: 333 Southwest 6th Street
 Telephone: 320-235-4913
 Email: lvaliant@willmarmn.gov

8. Assignment; Amendments; Waiver; Contract Complete

8.1. Assignment. No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office. The foregoing does not prohibit the City from contracting with a third-party to perform City maintenance responsibilities covered under this Agreement.

8.2. Amendments. Any amendment 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.

8.3. Waiver. If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

8.4. Contract Complete. This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

9. Liability; Worker Compensation Claims; Insurance

9.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City. Notwithstanding the foregoing, the City will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorney's fees), and expenses arising in connection with the Project covered by this Agreement, regardless of whether such claims are asserted by the City's contractor(s) or consultant(s) or by a third party because of an act or omission by the City or its contractor(s) or consultant(s).

9.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

9.3. The City may require its contractor to carry insurance to cover claims for damages asserted against the City's contractor.

10. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

11. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, accounting procedures, and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

12. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

13. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Termination; Suspension

14.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

14.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement 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 City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City 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 this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

14.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance, and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

15. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance) if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

(The remainder of this page has been intentionally left blank.)

STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Purchase Order: 3000753741

CITY OF WILLMAR

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

CITY OF WILLMAR

RESOLUTION

IT IS RESOLVED that the City of Willmar enter into MnDOT Agreement No. 1056335 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the City of the State's share of the costs of the lighting construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 12 from 250 feet East of 24th Street SE to 28th Street SE within the City of Willmar under State Project No. 34082.

IT IS FURTHER RESOLVED that the Mayor and the _____
(Title)
are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Willmar at an authorized meeting held on the _____ day of _____, 2024, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this
_____ day of _____, 2024

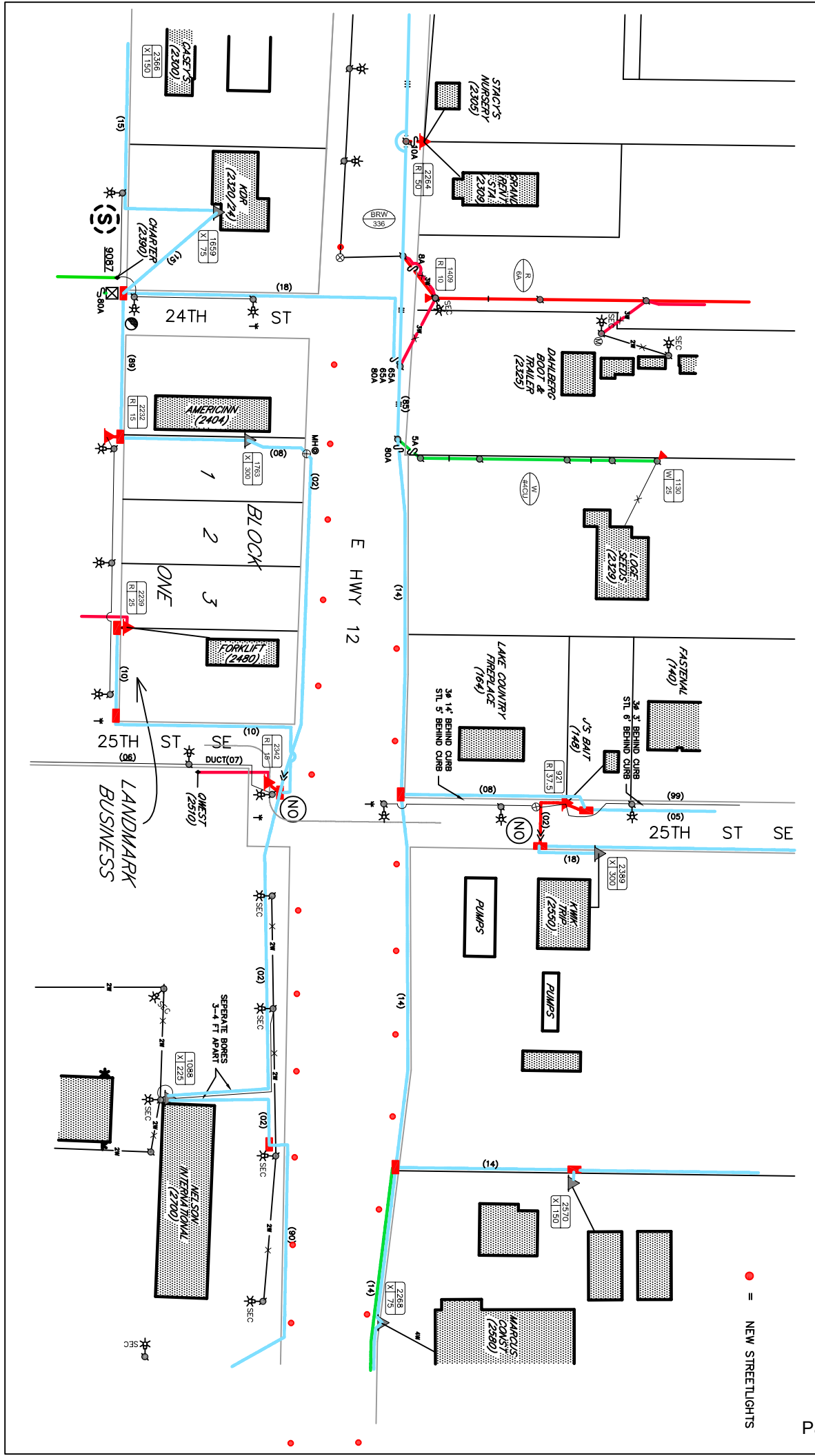
Notary Public _____

My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)







City Council Action Request

Council Meeting Date:	May 20, 2024	Agenda Item Number:	11.C.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	No	Prepared By:	
Ordinance:	No	Presented By:	
Item:	Director Report Update		

RECOMMENDED ACTION:

The Council requested verbal reports from directors. This month, Public Works Director Justin DeLeeuw, Fire Chief Frank Hanson and Police Chief James Felt will update the Council.

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

None